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.

December 1, 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 – CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

4. PLEDGE OF ALLEGIANCE

5. RECOGNITION OF THE CITIZEN OF THE MONTH

6. RECOGNITION OF THE ZAP PROGRAM

7. RECOGNITION OF MELISSA ABUNDO FOR HER WORK WITH THE DISABLED

BUSINESS ITEMS - MORNING

8. 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

9. Approval of the Final Minutes by reference of the regular City Council meeting of November 3, 2010

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

10. Approval of the ratification of Susan Finucan in a Council support position as the Executive Assistant to Ward 3 ($46,532 annual salary/$28,850 benefits - General Fund) - Ward 3 (Reese)

FINANCE & BUSINESS SERVICES - ADMINISTRATION CONSENT

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

12. Approval of a Standby Letter of Credit (LOC) in the amount of $4,500,000 with Bank of America to replace an existing LOC with Wells Fargo for the benefit of the Southern Nevada Water Authority (SNWA) in regards to the Interlocal Agreement to supply energy needs for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive - Wards 3 and 4 (Reese and Anthony) and County

FINANCE & BUSINESS SERVICES - BUSINESS SERVICES CONSENT

13. Approval of a Special Event Alcoholic Beverage License for Luca's Nights, Location: Luca's Cafe & Deli, 231 South 3rd Street, Suite 110, Date: December 10, 2011, Type: Special Event Beer/Wine, Event: Social Event, Responsible Person in Charge: Alberto Wolcoff - Ward 3 (Reese)

14. Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale License, Maria & Josemil Calvino, dba From: Mamita's Mexican & Cuban Food, To: Mamita's Mexican & Cuban Restaurant, 611 Fremont Street, Maria Calvino, Owner 50% and Josemil Calvino, Owner, 50% - Ward 5 (Barlow)

15. Approval of an extension of a Temporary Tavern Limited License, Vanguard Lounge, LLC, dba Vanguard Lounge, 516 Fremont Street, Andrew Wheatley, Mmbr, 25%; Jennifer Wheatley, Mmbr, 25%; and Peter Barnett, Mmbr, 50% - Ward 5 (Barlow)

16. Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change Ownership and Change of Business Name, From: Hugh Canady, dba Huey's Mart, To: Vegas Express Gas Mart, LLC, dba Vegas Express Gas Mart, 1591 North Decatur Boulevard, Matt Ricciardella, Managing Mmbr, 45%; Simoon Boles, Managing Mmbr, 40%; and Jeremiah Boucher, Managing Mmbr, 15% - Ward 5 (Barlow)

17. Approval of a new Burglar Alarm Service License, Sound Security Systems, LLC, dba Smith & Wesson Security Services of Nevada, 4225 Fidus Drive, #201, Thomas Morgan, Pres, 49% and Katrina Rydalch, Secy, Treas, 51% - County

18. Approval of a Change of Location for a Locksmith License, Alan Cross, dba Lockshop, From: 4528 West Diablo Drive, Suite C-114, To: 10713 Leatherstocking Avenue, Alan Cross, Owner, 100% - Ward 6 (Ross)

19. Approval of a Change of Business Name for a Temporary Massage Establishment License, From: Rivka Hershcovicz, dba Rivi Salon, To: Rivi Salon & Boutique, LLC, dba Rivi Salon & Boutique, LLC, 9410 West Sahara Avenue, Rivka Hershcovicz, Mmbr, 100% - Ward 2 (Wolfson)

20. Approval of a new Astrologer License and a new Psychic Arts and Science License subject to the provisions of the planning and fire codes, Matthew Hennager, dba Matthew Hennager, 6848 West Charleston Boulevard, Matthew Hennager, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]Approval of a new Astrologer License and a new Psychic Arts and Science License.

FINANCE & BUSINESS SERVICES - PURCHASING & CONTRACTS CONSENT

21. Approval of award of Modification No. 1 to Contract No. 100152-PH, Medical Supplies - Department of Fire and Rescue - Award recommended to: HENRY SCHEIN, INC. ($250,000 - General Fund)

22. Approval of award of Contract No. 110077-TF, Task Order Contract for General and Civil Engineering Services - Department of Field Operations - Award recommended to: SLATER HANIFAN GROUP ($300,000 - Street Maintenance Special Revenue Fund) - All Wards

23. Approval of revision to Purchase Order No. 272528, Engineering Design Services Agreement for Material Testing, Construction Inspection and Geotechnical Services - Department of Field Operations - Award recommended to: AZTECH INSPECTIONS AND TESTING, LLC ($105,000 - Street Maintenance Special Revenue Fund) - All Wards

24. Approval of award of Contract No. 09.15341.19-TF, Design-Build of the 500 South Main Street Parking Garage and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WHITING TURNER CONTRACTING COMPANY ($13,983,593 - City Facilities Capital Projects Fund) - Ward 3 (Reese)

HUMAN RESOURCES - CONSENT

25. Approval to renew the contract with Sun Life for stop loss insurance ($482,170 – Self-Insurance Internal Service Fund)

LEISURE SERVICES - CONSENT

26. Approval to accept $132,000 donation from Zappos Inc., to the City of Las Vegas to fund the Corporate Challenge Sporting Event for 2011 - All Wards

PUBLIC WORKS - CONSENT

27. Approval of an encroachment request from Artemus W. Ham, III, owner (506 Fremont Street,) - Ward 5 (Barlow)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

28. Discussion and possible action regarding the ratification of Candace Falder as Director of Finance and Business Services effective on or before January 1, 2011

29. Discussion and possible action regarding a Disposition and Development Agreement for the sale and lease back of land and improvements at 400 Stewart Avenue and 221 North Las Vegas Boulevard totaling approximately 7.75 acres and a purchase option for vacant parcels northeast of Las Vegas Boulevard and Stewart Avenue totaling approximately 6.88 acres (APNs 139-34-501-003 and -011, -510-045, -512-001, -004, -005, -008, -009 to -015, -018 to -025, -034 to -039, -048, -050 to -053, -055 to -056, -099 and -100) (Contingent Liability, Not to Exceed $12,000,000 and Revenue of $25,000,000) – Ward 5 (Barlow)

BUSINESS DEVELOPMENT - DISCUSSION

30. Discussion and possible action regarding an Amendment to Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center by and among The Smith Center for the Performing Arts, a Nevada nonprofit corporation, City Parkway V, Inc., a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada for the parcel located at 466 South Grand Central Parkway - Ward 5 (Barlow)

CITY ATTORNEY - DISCUSSION

31. ABEYANCE ITEM - Hearing, discussion and possible action regarding complaint seeking disciplinary action against Ran Oriental Therapy's LLC d/b/a Shangri La Health Clinic, 430 East Sahara Avenue, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 3 (Reese)

RESOLUTIONS - DISCUSSION

32. R-73-2010 - Public hearing and possible action regarding a Resolution authorizing a medium-term loan in an amount not to exceed $10,848,700 for the purpose of financing energy conservation and renewable energy projects, and authorizing the officers of the City to execute documents related thereto and forward materials to the Department of Taxation - All Wards

BOARDS & COMMISSIONS - DISCUSSION

33. BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – Christopher Knight, Term Expires 12/17/2010

34. Discussion and possible action regarding a First Amendment to the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency and Adopting the Amended By-Laws thereof - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

35. Bill No. 2010-46 – Updates the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise. Proposed by: Beverly K. Bridges, City Clerk

36. Bill No. 2010-47 – Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto. Proposed by: Greg Gammon, Chief of Fire and Rescue

37. Bill No. 2010-48 – Ordinance Creating Special Improvement District No. 1519 Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard) Sponsored by: Step Requirement

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.

38. Bill No. 2010-49 – Grants to Southwest Gas Corporation a non-exclusive franchise to install, operate and maintain a transmission and distribution system to provide natural gas to consumers within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement between the City and Southwest Gas Corporation. Proposed by: Bradford R. Jerbic, City Attorney

39. Bill No. 2010-50 – Allows under limited circumstances the expansion, enlargement or alteration of certain nonconforming sexually oriented businesses located within the Downtown Centennial Plan Area. (TXT-39658) Sponsored by: Councilman Gary Reese

NEW BILLS - DISCUSSION

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

40. Bill No. 2010-51 – Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. Sponsored by: Councilman Gary Reese

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

41. 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

42. ABEYANCE ITEM - Hearing and possible action on a 45-day review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue Units 2, 4, 5, 7-8, 4168 Silver Dollar Avenue Units 1-4, 6-8, 4186 Silver Dollar Avenue Units 1-7. PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

43. Hearing and possible action regarding review of compliance of Nuisance Notice and Order to Comply and to consider preliminary report of expenses to recover fees and penalties for inspections located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO - 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 - CONSENT

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

44. EOT-39951 - EXTENSION OF TIME - APPLICANT/OWNER: CHARLES & GAIL SHIELDS - Request for an Extension of Time of a previously approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). Staff recommends APPROVAL.

45. EOT-39988 - EXTENSION OF TIME - APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-3100) FOR MULTI-FAMILY RESIDENTIAL UNITS on 15.97 acres at 3049 Sirius Avenue (APN 162-08-418-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

46. EOT-39989 - EXTENSION OF TIME - APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-3101) FOR A MIXED-USE RESIDENTIAL AND COMMERCIAL DEVELOPMENT on 15.97 acres at 3049 Sirius Avenue (APN 162-08-418-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PLANNING & DEVELOPMENT - DISCUSSION

47. ABEYANCE ITEM - SDR-39469 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: TEAM FORD - OWNER: RYAN, M. E. LLC – Appeal filed from the approval by the Planning Commission of a request for a Site Development Plan Review FOR A PROPOSED 7,000 SQUARE-FOOT CARWASH AND MINI-LUBE FACILITY on 18.6 acres at 5446 Drexel Road (APN 125-34-515-005), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

48. ABEYANCE ITEM - VAR-39122 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: EVAPS, LLC - Request for a Variance TO ALLOW ZERO-FOOT SETBACKS WHERE A 10-FOOT SIDE YARD, 15-FOOT CORNER SIDE YARD, AND 20-FOOT FRONT AND REAR YARD SETBACKS ARE REQUIRED, AND TO ALLOW 86% LOT COVERAGE WHERE 50% LOT COVERAGE IS THE MAXIMUM ALLOWED on 0.65 acres at 400 South 7th Street (APNs 139-34-710-030, 031, 032, 033), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

49. ABEYANCE ITEM - SDR-39121 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-39122 - PUBLIC HEARING - APPLICANT/OWNER: EVAPS, LLC - Request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY, 120-FOOT TALL, 55,132 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS TO ALLOW ZERO-FOOT BUFFERS WHERE 15 FEET IS REQUIRED ON THE NORTH AND EAST PERIMETERS AND EIGHT FEET IS REQUIRED ON THE SOUTH AND WEST PERIMETERS on 0.65 acres at 400 South 7th Street (APNs 139-34-710-030, 031, 032, 033), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

50. ABEYANCE ITEM - ROC-39470 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: PROVIDENCE 207, LLC - Request for a Review of Condition #1 of a previously approved Variance (VAR-13245) TO MODIFY THE REQUIREMENT TO FIRE SPRINKLE ALL LOTS BY LIMITING THE REQUIREMENT TO LOTS 22, 92, 98, 102, 135 and 136 ONLY on 20.9 acres adjacent to the southwest corner of Farm Road and Hualapai Way (APNs Multiple), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

51. RQR-39882 - REQUIRED REVIEW - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST - Request for a Required Review of a previously approved Special Use Permit (SUP-3128) FOR AN AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) AND AUTO REPAIR GARAGE, MINOR at 4401 Stewart Avenue (APN 140-32-201-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

52. ROC-39953 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: DONA MARIA SUMMERLIN - OWNER: EAM PROPERTIES, LLC - Request for a Review of Condition to delete conditions 2, 3, and 4 of a previously approved Special Use Permit (U-0257-91) which stated "NO ALCOHOLIC BEVERAGES SHALL BE SOLD BEFORE 11:00 A.M.; THERE SHALL BE A THREE DRINK MAXIMUM PER CUSTOMER PRIOR TO 4:00 P.M. DURING WEEKDAYS; AND THE RESTAURANT SHALL NOT REMAIN OPEN AFTER 10:00 P.M." at 3205 North Tenaya Way (APN 138-10-411-012), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

SET DATE

53. 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

54. 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

55. 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: DECEMBER 1, 2010

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 1, 2010

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 1, 2010

SUBJECT:
INVOCATION – CHAPLAIN STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 1, 2010

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE ZAP PROGRAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF MELISSA ABUNDO FOR HER WORK WITH THE DISABLED

City of Las Vegas

Agenda Item No.: **8.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 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.: **9.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 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 November 3, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of the ratification of Susan Finucan in a Council support position as the Executive Assistant to Ward 3 ($46,532 annual salary/$28,850 benefits - General Fund) - Ward 3 (Reese)

Fiscal Impact

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

Amount: $75,382
Funding Source: General Fund
Dept./Division: City Council - Ward 3

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 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: $104,045,933.94
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 11/01-11/15/10

City of Las Vegas

Summary of Cash Expenditures

For period of 11/01/10 to 11/15/10

Total Services & Materials Checks :	**$10,526,290.52**
Total Services & Materials EFT Payments :	**$3,486,022.53**
Total Wire Transfers:	**$83,664,862.02**
Total Payroll Checks:	**$6,368,758.87**
Grand Total:	**$104,045,933.94**

I hereby certify that I have reviewed the above amounts and approved them for payment as being in compliance with all applicable laws to the best of my knowledge and belief.

for Mark R. Vincent
Chief Financial Officer

Beverly K. Bridges, MMC
City Clerk

On November 17, 2010, the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:

Approval of a Standby Letter of Credit (LOC) in the amount of $4,500,000 with Bank of America to replace an existing LOC with Wells Fargo for the benefit of the Southern Nevada Water Authority (SNWA) in regards to the Interlocal Agreement to supply energy needs for the City's wastewater treatment facilities located at 6005 East Vegas Valley Drive and 3271 North Durango Drive - Wards 3 and 4 (Reese and Anthony) and County

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $4,500,000
Funding Source: Sanitation Enterprise Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:

The City of Las Vegas and SNWA entered into an Interlocal Agreement to provide sufficient power supply assets to meet electrical needs of the city's wastewater treatment facilities. In order to provide electric services, SNWA entered into a Power Supply Agreement with the Colorado River Commission (CRC). As part of that Agreement, an LOC was required in the event of non-payment of services or termination of the Agreement. We are replacing the LOC with Bank of America at a rate of .85% rather than staying with the original issuer of the LOC, Well Fargo, whose renewal rate was 1.30%.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Application and Agreement for Standby Letter of Credit
2. Supplemental Terms to Application and Agreement for Standby Letter of Credit
3. Standby Letter of Credit
4. City Attorney Opinion Letter

Bank of America

For Bank of America Use Only
L/C No.

Application and Agreement for Standby Letter of Credit

TO: Bank of America, N.A. ("Bank of America")

A. Application.

1 City of Las Vegas, Nevada ("Applicant") requests Bank of America to issue an irrevocable standby letter of credit ("Letter of Credit") as follows:

☐ Full text teletransmission ☐ Airmail with brief preliminary teletransmission advice ☐ Airmail ☐ Courier

2. Applicant Address:

City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

3. For Account of (Name and address, if different from Applicant):

4. Advising Bank:

5. In favor of (Beneficiary Name and Address):

Southern Nevada Water Authority
1001 South Valley View Boulevard
Las Vegas, NV 89153

6. Amount: Four Million Five Hundred Thousand And No/100---------- ($4,500,000.00)
(in words and figures)

Currency _____
(if left blank, U.S. Dollars)

Expiration Date. Drafts to be drawn on and presented at Bank of America's Address set forth in the Letter of Credit on or before: 12/31/2011

☐ If this box is marked, Applicant authorizes Bank of America to effect payment of any sums due under this Application and Agreement by means of debiting Applicant's account with Bank of America set forth below. This authorization does not effect the obligation of Applicant to pay such sums when due, if there are insufficient funds in such account to make such payment when due, or if Bank of America fails to debit the account, and this authorization does not affect any setoff rights of Bank of America at law or in equity.
Applicant's account number
with Bank of America _____ .

7. Available by drafts drawn at sight on Bank of America when accompanied by the following documentation:

a. The original Letter of Credit.

b. The signed statement of the Beneficiary worded as follows (state wording that is to appear in the statement accompanying the draft; specify if such wording must be exact): **See attached draft LC.**

8. Special Instructions: **Draft LC attached.**

B. Agreement.

In consideration of Bank of America's issuing the Letter of Credit at the request of Applicant, Applicant agrees to the following:

1. Applicant Payments.

(a) Applicant shall pay Bank of America, on demand, all amounts paid by Bank of America under or in respect of the Letter of Credit.

(b) On each fee payment date, so long as any undrawn amount of the Letter of Credit remains available, Applicant shall pay Bank of America a Letter of Credit fee. The fee payment date(s) shall be the date(s) as Applicant and Bank of America may agree, or in the absence of such agreement, the fee payment date shall be the date on which Bank of America issues the Letter of Credit. The fee shall be at such rate per annum as Applicant and Bank of America may agree or, in the absence of such agreement, at the rate customarily charged by Bank of America at the time such fee is payable, based upon Applicant's creditworthiness, as determined by Bank of America in its sole discretion. The applicable Letter of Credit fee shall be calculated and payable on the undrawn amount of the Letter of Credit as of each fee payment date, and shall be for the period commencing on such fee payment date and ending on the day preceding the next fee payment date (or the expiration date of the Letter of Credit, as the case may be), both dates inclusive. The Letter of Credit fee will be computed on the basis of a 360-day year and actual days elapsed. Bank of America shall not be required to refund any portion of the Letter of Credit fee paid for any period during which (a) the Letter of Credit expires or otherwise terminates or (b) the undrawn amount of the Letter of Credit is reduced by drawings or by amendment.

(c) Applicant shall pay Bank of America, on demand, commissions and fees for amendments to, payments under, extensions of or cancellation of the Letter of Credit, and other services in the amounts Applicant and Bank of America may agree or, in the absence of such agreement, in the amounts customarily charged by Bank of America on the date of Bank of America's demand.

(d) All payments and deposits of any kind by Applicant under this Application and Agreement, including prepayments, shall be made at the banking center or office Bank of America may designate from time to time. Bank of America shall have no obligation to pay Applicant interest on any such payment, prepayment or deposit made by Applicant under this Application and Agreement.

(e) (i) All payments and deposits by Applicant under this Application and Agreement shall be in the currency in which the Letter of Credit is payable, except that Bank of America may, at its option, require payments and deposits by Applicant under this Application and Agreement to be made in U.S. Dollars if the Letter of Credit is payable in a foreign currency.

(ii) The amount of each payment and each deposit by Applicant under this Application and Agreement in U.S. Dollars for a Letter of Credit payable in a foreign currency shall be determined by converting the relevant amount to U.S. Dollars at the Conversion Rate in effect:

(A) with respect to each payment under Section 1(a) of this Agreement, on the date the payment is made by Bank of America under or in respect of the Letter of Credit; and

(B) with respect to each payment not falling under the preceding clause (A) and each deposit, on the date of Bank of America's demand for such payment or deposit.

(iii) If a U.S. Dollar deposit by Applicant under this Application and Agreement for a Letter of Credit payable in a foreign currency becomes less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit because of any variation in rates of exchange, Applicant shall deposit with Bank of America, on demand, additional amounts in U.S. Dollars so that the total amount deposited by Applicant under this Application and Agreement is not less than the U.S. Dollar equivalent of the undrawn amount of the Letter of Credit, determined by using the Conversion Rate on the date of Bank of America's latest demand.

(iv) "Conversion Rate" means the rate quoted by Bank of America for the purchase from Bank of America of the relevant foreign currency with U.S. Dollars.

(f) Applicant shall reimburse or compensate Bank of America, on demand, for all costs incurred, losses suffered and payments made by Bank of America which are applied or allocated by Bank of America to the Letter of Credit (as determined by Bank of America) by reason of any and all present or future reserve, capital, deposit, assessment or similar requirements against (or against any class of or change in or in the amount of) assets or liabilities of, or commitments or extensions of credit by, Bank of America.

(g) Applicant shall pay interest, on demand, on any amount not paid when due under this Application and Agreement from the due date until payment in full at a rate per annum equal to the rate of interest publicly announced from time to time by Bank of America as its prime rate, plus three percentage points (not to exceed the maximum rate permitted by applicable law). The prime rate is set by Bank of America based on various factors, including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some credits. Bank of America may price credit at, above or below the prime rate. Any change in Bank of America's prime rate shall take effect at the opening of business on the day specified in Bank of America's public announcement of a change in Bank of America's prime rate. Interest will be computed on the basis of a 360-day year and actual days elapsed.

2. Deposit Events. Upon the occurrence of any of the following events, Applicant shall deposit with Bank of America, on demand (except that such demand shall not be required in the event of an occurrence described in (b) below) and as cash security for Applicant's obligations to Bank of America under this Application and Agreement, an amount equal to the undrawn amount of the Letter of Credit:

(a) Applicant defaults under any provision of this Application and Agreement;

(b) Any bankruptcy or similar proceeding is commenced with respect to Applicant;

(c) Any default occurs under any other agreement involving the borrowing of money or the extension of credit under which Applicant may be obligated as borrower, installment purchaser or guarantor, if such default consists of the failure to pay any indebtedness when due or if such default permits or causes the acceleration of any indebtedness or the termination of any commitment to lend or to extend credit;

(d) Applicant or any of its affiliates defaults on any other obligation to Bank of America;

(e) In the opinion of Bank of America, any material adverse change occurs in Applicant's business, operations, financial condition or ability to perform its obligations under this Application and Agreement;

(f) Any guarantee of Applicant's obligations under this Application and Agreement terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in (b) through (e) above occur with respect to the guarantor rather than the Applicant; or

counsel, and legal expenses) arising out of Applicant's failure to timely procure licenses or comply with applicable laws, regulations or rules, or any other conduct or failure of Applicant relating to or affecting the Letter of Credit.

(b) If any award, judgment or order is given or made for the payment of any amount due under this Application and Agreement and such award, judgment or order is expressed in a currency other than the currency required under this Application and Agreement, Applicant shall indemnify Bank of America against and hold Bank of America harmless from all loss and damage incurred by Bank of America as a result of any variation in rates of exchange between the date of such award, judgment or order and the date of payment (or, in the case of partial payments, the date of each partial payment thereof) in the required currency

(c) Each of these indemnities shall constitute an obligation separate and independent from the other obligations contained in this Application and Agreement, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by Bank of America from time to time, and shall continue in full force and effect notwithstanding any award, judgment or order for a liquidated sum in respect of an amount due under this Application and Agreement.

5. Governing Law and Rules.

(a) The Letter of Credit will be subject to and governed by the most current version, in effect on the date the Letter of Credit is issued, of the International Chamber of Commerce publication "International Standby Practices", except as Applicant may otherwise instruct in the Application and as Bank of America may otherwise agree within the text of the Letter of Credit as issued. The Letter of Credit will also be subject to, and this Application and Agreement will be governed by, the laws of the state in the United States where Bank of America issues the Letter of Credit; provided, however, that, with respect to the Letter of Credit, Bank of America may agree, on Applicant's request, to specify in the Letter of Credit, a different state's laws as the governing law. In any event, each choice of law shall be without reference to the chosen state's provisions regarding conflicts of laws.

(b) Applicant and Bank of America agree, to the extent permitted under applicable law, to waive any right to a trial by jury in any action or proceeding with respect to any dispute or controversy under this Application and Agreement and hereby agree that such action or proceeding will be tried before a judge without a jury.

6. Applicant Status. The word "Applicant" in this Application and Agreement refers to each signer (other than Bank of America) of this Application and Agreement. If this Application and Agreement is signed by more than one Applicant, their obligations under this Application and Agreement shall be joint and several.

7. Representations and Warranties. Applicant represents and warrants to Bank of America that it has the authority to enter into this Application and Agreement and that such Agreement will not violate or conflict with any of the provisions of its constituent documents or any other agreement or undertaking to which it is a party or to which it is bound.

8. Miscellaneous.

(a) No delay, extension of time, renewal, compromise or other indulgence which may occur or be granted by Bank of America shall impair the rights and powers of Bank of America hereunder. Bank of America shall not be deemed to have waived any of its rights hereunder, unless Bank of America shall have signed such waiver in writing.

(b) Any notice from Bank of America to Applicant shall be deemed given when mailed, postage paid, or when delivered to a courier, fee paid by shipper, addressed to Applicant at the address furnished by Applicant to Bank of America pursuant to this Application, or when confirmed by electronic confirmation to Bank of America as having been delivered via facsimile or other teletransmission. Any notice from Applicant to Bank of America shall be effective upon receipt by Bank of America.

(c) Each provision of this Application and Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Application and Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Application and Agreement.

(d) Any and all payments made to Bank of America hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding income or franchise taxes imposed by the United States and any political subdivisions thereof (such nonexcluded taxes being herein called "Taxes"). If Applicant shall be required by law to deduct any Taxes from or in respect of any sum payable hereunder, (i) the sum payable shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 8(d)), Bank of America shall receive an amount equal to the sum Bank of America would have received had no such deductions been made, (ii) Applicant shall make such deductions, and (iii) Applicant shall pay the full amount deducted to the relevant authority in accordance with applicable law. Applicant will indemnify Bank of America for the full amount of Taxes (including, without limitation, any Taxes imposed by any jurisdiction on amounts payable under this Section 8(d)) paid by Bank of America and any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date Bank of America makes written demand therefor. Within 30 days after the date of any payment of Taxes, Applicant will furnish to Bank of America the original or a certified copy of a receipt evidencing payment thereof.

(e) This Application and Agreement shall be binding upon Applicant, its successors and assigns, and shall inure to the benefit of Bank of America, its successors, transferees and assigns; provided that any assignment by Applicant of any of its rights or obligations under this Application and Agreement without the prior written consent of Bank of America shall be void.

(f) Unless the Applicant has specified in the Application that the wording of the Letter of Credit must be exact, Applicant understands that the final form of the Letter of Credit may vary from the wording specified in the Application, and Applicant authorizes Bank of America to make such changes, not materially inconsistent with the Application, which Bank of America deems necessary or appropriate. Applicant understands that the risk to Applicant is greater if Applicant requests a standby letter of credit which requires only a draft, rather than a standby letter of credit which requires supporting documentation.

(g) In the event of any change or modification, with the consent of Applicant, which consent may be given by any means of submission acceptable to Bank of America, including, without limitation, computer, facsimile or telex, relative to the Letter of Credit or any instrument called for hereunder, including any waiver made or in good faith believed by

(g) Any court order, injunction or other legal process is issued restraining or seeking to restrain drawing or payment under the Letter of Credit.

3. Charge to Accounts. If Bank of America is unable to debit the account, if any, specified on the Application, Applicant authorizes Bank of America to charge any of Applicant's accounts with Bank of America, or any affiliate of Bank of America, for all amounts then due and payable to Bank of America under this Application and Agreement.

4. Indemnities.

(a) Applicant will indemnify and hold Bank of America (such term to include for purposes of this Section 4 affiliates of Bank of America and its affiliates' officers, directors, employees and agents) harmless from and against (i) all loss or damage arising out of the issuance by Bank of America, or any other action taken by any such indemnified party in connection with the Letter of Credit including any loss or damage arising in whole or in part from the negligence of the party seeking indemnification, but excluding any loss or damage resulting from the gross negligence or willful misconduct of the party seeking indemnification, and (ii) all costs and expenses (including reasonable attorneys' fees and allocated costs of in-house counsel and legal expenses) of all claims or legal proceedings arising out of the issuance by Bank of America of the Letter of Credit or incident to the collection of amounts owed by Applicant hereunder or the enforcement of the rights of Bank of America hereunder, including, without limitation, legal proceedings related to any court order, injunction, or other process or decree restraining or seeking to restrain Bank of America from paying any amount under the Letter of Credit. Additionally, Applicant will indemnify and hold Bank of America harmless from and against all claims, losses, damages, suits, costs or expenses (including reasonable attorneys' fees and allocated costs of in-house

Bank of America to have been made by Applicant of any term hereof or the noncompliance of any such instruments with the terms of the Letter of Credit, this Application and Agreement shall be binding upon Applicant with regard to the Letter of Credit as so changed or modified, and to any action taken by Bank of America or any of its correspondents relative thereto. No term or provision of this Application and Agreement can be changed orally, but only in a writing and signed by Applicant and Bank of America. This Application and Agreement may be amended, supplemented or modified from time to time by a rider, amendment or supplement executed by Applicant and accepted by Bank of America.

(h) Bank of America assumes no liability or responsibility for the consequences arising out of delay and/or loss in transit of any message, letter or documentation, or for delay, mutilation or other error arising in the transmission of any teletransmission. In no event shall Bank of America be liable for any special, indirect, consequential or exemplary damages.

(i) If Applicant includes in the Application any language describing events or conditions that would not be possible for Bank of America to verify solely from the documents required to be presented under the Letter of Credit, Applicant acknowledges and agrees that Bank of America has no obligation to verify compliance with such requirements.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

This Application and Agreement is executed by Applicant on _____.

00-35-0521NSBW 08-2009

Name of Applicant
City of Las Vegas, Nevada

By: Mark Vincent — Title: Chief Financial Officer

Name of Applicant (if any, co-signing with the Applicant above)

By: _____ Title: _____

(WHERE SPECIMEN SIGNATURES OF THE APPLICANT NAMED ABOVE ARE NOT ON FILE WITH BANK OF AMERICA, THE FOLOWING SIGNATURE VERIFICATION IS REQUIRED.)

The above signature of an officer, partner or agent of each Applicant indicated above confirms to that on file with us and such officer, partner or agent is fully authorized to sign this Agreement for such Applicant.

APPROVED AS TO FORM
Brenda L. Pomaville 11/18/10
Brenda L. Pomaville Date
Chief Deputy City Attorney

By: Bank of America, N.A.
Nancy Nuerenberg, SVP

WA1-501-34-03
Fifth Avenue Plaza
800 5th Avenue
Seattle, WA 98104-3176

Authorized Signature/Title (Specimen signature of the signer must be on file with Bank of America)

FOR OFFICE USE ONLY			
	☐ Trade Operations _____	Mail Code# _____	
COMMISSION	☐ Per Standard Fee Schedule ☐ Charge Directly	☐ Other _____ ☐ Commissions and Charges only	☐ Charge Banking Center ☐ Drawings, Commissions and Charges
APPROVING OFFICER (Printed Name)		PHONE #	
OFFICER TELEPHONE #		FAX #	
DDA APPLICANT A/C #			
APPROVING BANK OFFICER SIGNATURE			
OFFICER – INTEROFFICE ADDRESS			
OFFICER NUMBER AND COST CENTER NUMBER			

Bank of America, N.A.

SUPPLEMENTAL TERMS
TO
APPLICATION AND AGREEMENT FOR STANDBY LETTER OF CREDIT

These Supplemental Terms supplement and are incorporated into that certain Application and Agreement for Standby Letter of Credit, dated _____, 2010, as amended (the "Agreement"), between the City of Las Vegas, a municipal corporation of the State of Nevada (the "Applicant") and Bank of America, N.A., a national banking association (the "Bank"), in order to make provision for certain specific terms and conditions relating to the Applicant's request and agreements relating to the issuance of a Standby Letter of Credit (the "Letter of Credit"), as described in the Agreement.

The Applicant and the Bank further agree as follows in connection with the Agreement and the Letter of Credit:

1. SPECIFIC SUPPLEMENTAL PROVISIONS.

Initial Amount of Letter of Credit:	$4,500,000. (Four million five hundred seventeen thousand dollars).
Expiration Date of Letter of Credit:	December 31, 2011, with 90-day automatic renewal clause, subject, however, to the Bank's right to decline any extension or renewal in its sole discretion, as provided in the Letter of Credit.
Security and Source of Payment for Drawings:	The Applicant agrees that the repayment obligations represented by drawings under the Letter of Credit are secured by the full faith and credit of the Applicant, and are payable from all legally available funds of the Applicant.
Indemnification:	Section 4 of Part B, "Agreement" of the Application and Agreement for Letter of Credit is hereby amended by inserting the following language immediately prior to the first sentence of Section 4 of Part B: ***"To the extent it may legally do so, and without waiving its sovereign immunity defenses and limitations with respect to tort actions under Chapter 41 of NRS:"***
Letter of Credit Fees:	The Applicant agrees to pay to the Bank Letter of Credit fees in an annual amount equal to 0.85% of the face amount of the Letter of Credit, payable quarterly in arrears, and computed on the basis of actual number of days elapsed in a 360-day year.
Other Letter of Credit Transaction Fees:	The Applicant agrees to pay to Bank its standard transaction fees as they may be changed from time to time, payable upon occurrence (draws, amendments, transfer, etc).
Repayment of Drawings Under Letter of Credit:	The Applicant agrees that repayment of any draws under the Letter of Credit is due and payable on the same day draws are made under the Letter of Credit.

Financial Reporting Requirements: The Applicant agrees to provide to the Bank the following financial information and statements, in form and content acceptable to the Bank:

Within 6 months following the end of a fiscal year, a copy of the Applicant's audited financial statements, audited by a firm of certified public accountants;
Within 90 days following the commencement of a fiscal year, the Applicant's budget for such fiscal year; and
As requested, such other financial information as may be reasonably requested by the Bank from time to time.

2. REPRESENTATIONS AND WARRANTIES. The Applicant represents and warrants to the Bank as of the date hereof:

(a) Existence and Authorization. The Applicant is duly formed, organized and validly existing political subdivision of the State of Nevada. The execution, delivery, and performance by the Applicant of the Agreement and these Supplemental Terms have been duly authorized by all requisite action by or on behalf of the Applicant.

(b) No Approvals. No approval, authorization, consent, certificate, franchise, license, permit, registration, qualification, or other action or grant by or filing with any person or body is required in connection with the execution, delivery, or performance by the Applicant of the Agreement and these Supplemental Terms that has not been obtained.

(c) No Conflicts. The execution, delivery, and performance by the Applicant of the Agreement and these Supplemental Terms will not conflict with, or result in a violation of or a default under, any applicable law, ordinance, regulation, or rule (federal, state, or local); any judgment, order, or decree of any arbitrator, other private adjudicator, or governmental authority to which the Applicant is a party or by which the Applicant or any of the assets or property of the Applicant is bound.

(d) Execution and Delivery and Binding Nature of the Agreement and These Supplemental Terms. The Agreement and these Supplemental Terms have been duly executed and delivered on behalf of the Applicant. The Agreement and these Supplemental Terms are legal, valid, and binding obligations of the Applicant, enforceable in accordance with their terms against the Applicant, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization, or similar laws and by equitable principles of general application.

(e) Litigation. There is no lawsuit, tax claim, or other dispute pending or overtly threatened against the Applicant which, if lost, would materially impair the Applicant's financial condition or the Applicant's ability to repay any amount payable under the Agreement and these Supplemental Terms, except as have been or will be disclosed in writing to the Bank.

3 SEVERABILITY. If any provision or any part of any provision of the Agreement or these Supplemental Terms is unenforceable, the enforceability of the other provisions or the other provisions and the remainder of the subject provision, respectively, shall not be affected and they shall remain in full force and effect.

4. CHOICE OF LAW. The Letter of Credit shall be governed by law as described in the Agreement. The Applicant's obligations under the Agreement and these Supplemental Terms shall be governed by the law of the State of Nevada, without giving effect to conflict of laws principles.

5. COUNTERPARTS. This Agreement may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original but all such counterparts shall constitute but one and the same agreement.

DATED as of the date first above stated.

CITY OF LAS VEGAS, NEVADA

By: _____
Name:
Title:

BANK OF AMERICA, N.A.

By: _____

Name: Nancy Nuerenberg
Title: Senior Vice President

BANK OF AMERICA - CONFIDENTIAL PAGE: 1

DATE: [redacted]

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: [redacted]4912 JCB

ISSUING BANK
BANK OF AMERICA, N.A.
1000 W. TEMPLE STREET
7TH FLOOR, CA9-705-07-05
LOS ANGELES, CA 90012-1514

BENEFICIARY
SOUTHERN NEVADA WATER AUTHORITY
1001 SOUTH VALLEY VIEW BOULEVARD
LAS VEGAS, NV 89153

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

AMOUNT
NOT EXCEEDING USD 4,500,000.00
NOT EXCEEDING FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100'S US DOLLARS

EXPIRATION
DECEMBER 31, 2011 AT OUR COUNTERS

LADIES AND GENTLEMAN:

WE HEREBY ISSUE OUR IRREVOCABLE LETTER OF CREDIT NO. [redacted]14912 IN YOUR FAVOR AS BENEFICIARY, IN THE AMOUNT OF U.S. DOLLARS FOUR MILLION FIVE HUNDRED THOUSAND AND 00/100 (USD 4,500,000.00) FOR THE ACCOUNT OF CITY OF LAS VEGAS, NEVADA ("APPLICANT"), AVAILABLE WITH BANK OF AMERICA, N.A. LOCATED AT 1000 W. TEMPLE STREET, 7TH FLOOR, CA9-705-07-05, LOS ANGELES, CA 90012-1514 BY PAYMENT OF YOUR DRAFT(S) DRAWN ON US AT SIGHT AND ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENT(S), IF ANY AND YOUR SIGNED AND DATED STATEMENT WORDED AS FOLLOWS:

"THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF SOUTHERN NEVADA WATER AUTHORITY ("BENEFICIARY"), HEREBY CERTIFIES THAT THE AMOUNT OF THE ACCOMPANY DRAFT DRAWN UNDER BANK OF AMERICA, N.A. LETTER OF CREDIT NO. [redacted]14912 IS DUE AND OWING TO THE BENEFICIARY BY CITY OF LAS VEGAS, NEVADA AS OF ITS FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE SOUTHERN NEVADA WATER AUTHORITY EXECUTED JULY 15, 2009."

THIS LETTER OF CREDIT EXPIRES AT OUR ABOVE OFFICE ON DECEMBER 31, 2011, BUT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, BUT IN ANY EVENT NOT BEYOND DECEMBER 31, 2014, UNLESS AT LEAST FORTY FIVE (45) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: [redacted]14912 JCA

SUCH ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW THE AVAILABLE AMOUNT HEREUNDER BY MEANS OF YOUR DRAFT(S) AT SIGHT DRAWN ON BANK OF AMERICA, N.A. ACCOMPANIED BY THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENT(S), IF ANY AND YOUR SIGNED STATEMENT STATING THAT YOU HAVE RECEIVED A NON-EXTENSION NOTICE AND HAVE NOT RECEIVED A SUBSTITUTE LETTER OF CREDIT OR OTHER INSTRUMENT ACCEPTABLE TO YOU.

ALL DRAFTS PRESENTED HEREUNDER MUST BE MARKED "DRAWN UNDER BANK OF AMERICA, N.A. LETTER OF CREDIT NO. [redacted]4912 DATED .....". PARTIAL DRAWINGS ARE PERMITTED.

WE HEREBY AGREE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION, AS SPECIFIED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (UCP600).

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 1-800-541-6096 OPT 1.

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

DISCUSSION AND REVIEW PURPOSES

PLEASE SIGNIFY YOUR ACCEPTANCE &
APPROVAL TO ISSUE THIS FORM.

OFFICE OF THE CITY ATTORNEY

BRADFORD R. JERBIC
CITY ATTORNEY



LAS VEGAS, NEVADA

April 21, 2010

Bank of America, N.A.
Government Banking
401 S. Virginia Street
Reno, Nevada

Ladies and Gentlemen:

I have acted as counsel for the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada (the "Applicant"), in connection with the execution and delivery of the Application and Agreement for Standby Letter of Credit, and accompanying Supplemental Terms (collectively, the Agreement"), between the Applicant and Bank of America, N.A. (the "Bank"), related to the issuance of a Standby Letter of Credit described in the Agreement.

I have examined an executed copy of the Agreement, records of proceedings of the governing body of the Applicant during or by which actions relating to matters covered by this opinion were taken, and certificates of officers of the Applicant as to certain factual matters. In addition, I have made such other investigations as I have deemed necessary to enable me to express the opinions hereinafter set forth. I have assumed the genuineness of all signatures of persons signing the Agreement on behalf of the Bank, the authenticity of all documents submitted to me as originals and the conformity to authentic original documents of all documents submitted to me as certified, conformed or photostatic copies.

Based upon the foregoing, and further subject to the last two paragraphs of this letter, I hereby advise you that in my opinion:

1. The Applicant has the power and authority to execute, deliver, and perform the Agreement.

2. The Agreement has been duly authorized by the Applicant and no further corporate action is required in connection therewith. The Agreement has been duly executed and delivered on behalf of the Applicant and constitutes the legal, valid, and binding obligation of the Applicant enforceable against the Applicant in accordance with its terms.

3. No consent, approval, authorization, registration, or filing with any governmental authority is required in connection with the execution, delivery, or performance of the Agreement, except as may have been obtained and certified copies of which have been delivered to the Bank.

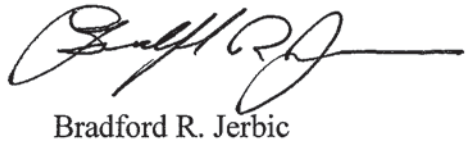
4. (a) There are no actions, suits, proceedings, claims, or disputes pending, or to the best of our knowledge, threatened or contemplated, at law, in equity, in arbitration or before any governmental authority against the Applicant or any of its properties with respect to Loan Agreement.

(b) No injunction, writ, temporary restraining order, or any order of any nature has been issued by any court or other governmental authority purporting to enjoin or restrain the execution, delivery, or performance of the Agreement, or directing that the transactions provided for therein not be consummated as therein provided.

My opinion set forth in paragraph 2 above is subject to the qualification that the enforceability of the Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, and by general equity principles.

This letter has been furnished to you pursuant to the Agreement for your use in connection with the Agreement, and may not be relied upon for any other purpose or by any other party without my consent.

Sincerely,



Bradford R. Jerbic
City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Luca's Nights, Location: Luca's Cafe & Deli, 231 South 3rd Street, Suite 110, Date: December 10, 2011, Type: Special Event Beer/Wine, Event: Social Event, Responsible Person in Charge: Alberto Wolcoff - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 8:00 p.m. - 2:00 a.m. Estimated attendance is 80. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale License, Maria & Josemil Calvino, dba From: Mamita's Mexican & Cuban Food, To: Mamita's Mexican & Cuban Restaurant, 611 Fremont Street, Maria Calvino, Owner 50% and Josemil Calvino, Owner, 50% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Beer/Wine/Cooler On-sale License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Tavern Limited License, Vanguard Lounge, LLC, dba Vanguard Lounge, 516 Fremont Street, Andrew Wheatley, Mmbr, 25%; Jennifer Wheatley, Mmbr, 25%; and Peter Barnett, Mmbr, 50% - 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 Tavern Limited License.

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

1. License may not be sold or transferred to a third party, which includes any change of ownership or change of principal.

2. License may not be transferred to a new location unless the location is with the district to which it pertains, the location is approved in accordance with the requirements of Title 19, and the license holder remains the same.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change Ownership and Change of Business Name, From: Hugh Canady, dba Huey's Mart, To: Vegas Express Gas Mart, LLC, dba Vegas Express Gas Mart, 1591 North Decatur Boulevard, Matt Ricciardella, Managing Mmbr, 45%; Simoon Boles, Managing Mmbr, 40%; and Jeremiah Boucher, Managing Mmbr, 15% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License for a Change Ownership and Change of Business Name.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of a new Burglar Alarm Service License, Sound Security Systems, LLC, dba Smith & Wesson Security Services of Nevada, 4225 Fidus Drive, #201, Thomas Morgan, Pres, 49% and Katrina Rydalch, Secy, Treas, 51% - County

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of a Change of Location for a Locksmith License, Alan Cross, dba Lockshop, From: 4528 West Diablo Drive, Suite C-114, To: 10713 Leatherstocking Avenue, Alan Cross, Owner, 100% - Ward 6 (Ross)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval and subject to the following conditions:

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of a Change of Business Name for a Temporary Massage Establishment License, From: Rivka Hershcovicz, dba Rivi Salon, To: Rivi Salon & Boutique, LLC, dba Rivi Salon & Boutique, LLC, 9410 West Sahara Avenue, Rivka Hershcovicz, Mmbr, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Temporary Massage Establishment License. Owner is changing from a sole proprietor to a limited liability company.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of a new Astrologer License and a new Psychic Arts and Science License subject to the provisions of the planning and fire codes, Matthew Hennager, dba Matthew Hennager, 6848 West Charleston Boulevard, Matthew Hennager, Owner, 100% - Ward 1 (Tarkanian) [NOTE: This license is located in an existing business – Psychic Eye Book Shop]Approval of a new Astrologer License and a new Psychic Arts and Science License.

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Astrologer License and a new Psychic Arts and Science License.

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

1. Rates must be posted in a conspicuous place, visible to patrons, on a sign of at least 8” x 10” in size, with lettering no smaller than one inch.
2. If the licensee operates by donation or indirect method of payment, including remuneration that is at the discretion of the customer, the signage shall indicate such to the patron.
3. The rates published shall be the only rates charged.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of award of Modification No. 1 to Contract No. 100152-PH, Medical Supplies - Department of Fire and Rescue - Award recommended to: HENRY SCHEIN, INC. ($250,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $250,000
Funding Source: General Fund
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
On June 11, 2010 the Purchasing and Contracts Manager awarded this contract in the annual amount of $500,000 to provide medical supplies for Fire and Rescue operations.
This modification adds an additional $250,00 per year for additional supplies.

PCC: P. Hoffman
POC: Ryan Clark - (800) 718-3002

RECOMMENDATION:
That City Council approve award of Modification No. 1 to Contract No. 100152-PH, Medical Supplies to Henry Schein, Inc. in the amount of $250,000 bringing the estimated annual amount to $750,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 1 to Contract No. 100152-PH

CONTRACT MODIFICATION No. 1
MEDICAL SUPPLIES

THIS MODIFICATION No. 1 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 HENRY SCHEIN, INC. (hereinafter the "Company") having its principal office at 140 Crouch Commercial Court, Irmo, South Carolina 29063.

The purpose of the Modification is to revise the annual ordering limitation.

The Contract between the City and the Company dated June 11, 2010, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs**

DELETE: "The aggregate amount spent under this Contract shall not exceed $500,000 per year."

REPLACE WITH: "The aggregate amount spent under this Contract shall not exceed $750,000 per year."

2. **General.**

In the event of any conflict between the Contract, as unmodified and this modification, the provisions of Modification No. 1 take precedence. All other contract terms and conditions remain unchanged.

11-9-2010

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing & Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 11-5-10
Date

HENRY SCHEIN, INC.

11-9-2010
JESSE GARRINGER, Vice President

"Company"

11-9-2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of award of Contract No. 110077-TF, Task Order Contract for General and Civil Engineering Services - Department of Field Operations - Award recommended to: SLATER HANIFAN GROUP ($300,000 - Street Maintenance Special Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: Street Maintenance SRF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
This contract provides for professional engineering services to the Department of Field Operations in support of various street rehabilitation and on-site projects. Funding for this contract is provided by the Regional Transportation Commission. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Tim McCoy - (702) 284-5300

RECOMMENDATION:
That City Council approve award of Contract No. 110077-TF, Task Order Contract for General and Civil Engineering Services to Slater Hanifan Group in the estimated annual amount of $300,000 from date of award through November 30, 2011 with three one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 110077-TF
2. Certificate - Disclosure of Ownership/Principals

TASK ORDER CONTRACT
General and Civil Engineering Services

THIS CONTRACT is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and SLATER HANIFAN GROUP (hereinafter the "Company") with a principal office at 5740 S. Arville Street, Suite 216, Las Vegas, NV 89118,

SECTION A – Contract Form

The subject matter of this Contract is the performance of general and civil engineering services to support various street rehabilitation projects and on-site projects for the City's Department of Field Operations.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that this 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 of Las Vegas.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Firm Fixed Price"* means a firm price that is not subject to any adjustment on the basis of the Company's cost experience in performing the contract.

(i) *"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.

(j) *"Not-To-Exceed Amount"* means the dollar expenditure limit placed on performance of an individual Task Order, which will include the Fixed Fee and estimated amounts for Direct Labor Costs, Subcontractor Costs, and Other Direct Costs.

(k) *"Ordering Period"* means that time period during which the City may issue Task Orders and the Company is obligated to perform those Task Orders under the terms of this Contract.

(l) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(m) *"Task Order"* means the document issued by the City that obligates the Company to perform the specific general and civil engineering services described under the Task Order.

B-2 Contract Type

This Contract provides for the issuance of Firm Fixed Price Task Orders for general and civil engineering services. This is a Non-exclusive Contract.

B-3 Contract Value/Fixed Task Order Price

The aggregate amount of the Task Order(s) issued by the City under this Contract shall not exceed $300,000 annually. The City is not obligated to issue any Task Order nor is the Company entitled to any claim for compensation until a Task Order is issued by the City. The City will pay the Company a fixed price for each Task Order in accordance with paragraph D-3, "Task Orders".

B-4 Fixed Labor Rate

For pricing purposes, the Company will utilize the following labor rates listed in Attachment 2 when providing the City a Task Order proposal.

B-5 Contract Term/Delivery Schedule

(a) Task Orders may be issued under this Contract from the Award Date through November 30, 2011 unless amended in writing by mutual agreement of the parties. The City reserves the right to exercise three (3) one-year options to extend the Contract Period. The City will provide a written notice to the Company within thirty (30) days prior to the Contract expiration date. The Company is not obligated to incur expenses and the City is not obligated to pay claims for these options unless the City exercises them in writing.

(b) A specific delivery schedule will be agreed upon by both parties, and will be established in each Task Order, and the Company shall perform in accordance with that schedule. Any Task Order issued during the term of this Contract and not completed within that period shall be completed by the Company within the time specified in the Task Order. This Contract shall govern the parties' rights and obligations with respect to that Task Order to the same extent as if the Task Order were completed during the Contract's effective term.

B-6 Invoices

(a) The Company shall submit monthly invoices to the City the for the previous month's charges for services provided to the City. All invoices should identify the following:

(i) Performance dates covered;

(ii) Task Order against which charges are made;

(iii) Date of the invoice;

(iv) Associated purchase order number,

(v) Reasonable supporting information requested by the Project Manager.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** Company shall submit an original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(c) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such services and expenses listed on this invoice has not been previously received from the City of Las Vegas nor any other source."

(d) The Company shall provide a copy of each invoice to the Project Manager.

B-7 FOB Point

The Company shall ship all deliverable FOB Las Vegas. The Company shall ship all deliverables to the City's Project Manager, unless otherwise directed by the Project Manager.

SECTION C – Statement of Work

C-1 General Scope of Services

The Company shall provide the types of services to the City as described in Attachment 1 "Project Scope for General and Civil Engineering Services," and as defined in individual Task Orders established in accordance with D-3 "Task Order".

SECTION D – Special Clauses

D-1 Legal Notice [CAO-6/5/02]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:	City of Las Vegas Manager, Purchasing and Contracts City Hall, First Floor 400 Stewart Avenue Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964
FOR THE COMPANY:	Slater Hanifan Group 5740 S. Arville Street, Suite 216 Las Vegas, NV 89118 Fax: 702-284-5399

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

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, change orders over $25,000, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative

(a) The City designates Chris Finberg as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any material terms of the Contract.

(b) The Company designates Tim McCoy, 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 Task Orders

Each Task Order will be issued through the following procedure:

(a) **Service Proposal** - The City will request a proposal for a specific Task Order and will provide the following information pertinent to the task:

(i) Proposal instructions;
(ii) A statement of work;
(iii) A description of expected deliverables;
(iv) A completion date;
(v) Other special terms and conditions; and
(vii) Estimated task order budget

The Company will respond with a proposal. The proposal may be subject to negotiation.

(b) **Task Order Format** - The City will evaluate each Task Order proposal. The City is under no obligation to award a Task Order. Each Task Order issued by the City will contain the following information:

(i) Order date;
(ii) Contract number and task order number;
(iii) Purchase order number;
(iv) Statement of Work and Deliverables;
(v) Period of performance, place of performance and delivery schedule; and
(vi) Firm fixed Task Order price

(c) **Authorization for work to begin** – A purchase order will be issued to authorize work to begin on an approved Task Order.

D-1 Warranty

The services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this

standard of care and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the standard of care.

D-2 Intellectual Property Rights [CAO-6/5/02]

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-3 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-4 Order of Precedence [CAO-7/24/08

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes R

(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 mediation, arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected mediation, 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-6/5/02]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-7/24/08]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

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. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Sole Proprietorships must execute the Affidavit - Declaration of Sole Proprietor, Attachment 2 in lieu of providing said insurance.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

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

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

Submit certificates of insurance to:

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

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

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

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

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance as it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

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

E-6 Indemnification R

Notwithstanding any of the insurance requirements set forth in Section 5, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its officers and employees (herein the "Indemnitees"), harmless from any and all claims (including claims for copyright or patent infringement), damages, losses, expenses (including court costs and reasonable attorney fees), suits, actions, decrees, judgments, arbitration awards or any other form of liability (herein the "Claims") which the Indemnitees may suffer as a result of, by reason of, or as a consequence of, the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its subcontractors or anyone employed by the Consultant or its subcontractors, in the performance of this Agreement.

If the Consultant, or the insurer which insures the Consultant for professional liability, fails to defend the Indemnitees, or any of them, the Indemnitees, and each of them, shall have the right, but not the obligation, to defend themselves against the Claims. In the event that the Indemnitees, or any of them, elect to defend themselves against the Claims, and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

(c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Agreement, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

(a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(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 3 (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-6/5/02]

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). All of the City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Task Order Contract [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterparts: Electronic Delivery

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
Attachment 1	Project Scope for General and Civil Engineering Services [Paragraph C-1]
Attachment 2	Hourly Rate Schedule
Attachment 3	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 10/20/10
Date

John S. Ridilla
Deputy City Attorney

SLATER HANIFAN GROUP

Tim McCoy, P.E.

"Company"

ATTACHMENT 1
Project Scope for General and Civil Engineering Services

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

1) **Civil Engineering Investigations:** If required by the "Task Order", Company will provide any one or all of the following services:

    a) Identify existing roadway properties that require corrective action, recommendations for roadway structural sections, roadway cross sections and profiles, nuisance drainage problems and evaluation of other roadway properties as may be requested by the City.
    b) Identify existing utility locations, which involves obtaining as-built information from the City and local utility companies.
    c) Obtain underground exploration (pothole) information in order to identify actual location of utilities when deemed necessary for the design requirements for the project.
    d) Obtain topographic survey and or aerial survey used to gather information necessary for the design of the project.
    e) Obtain geotechnical investigation information necessary for the design of the project,
    f) Perform a visual survey of the roadway or project site to identify and evaluate existing conditions that need to be address in the design.

2) **Civil Engineering Design:** If required by the "Task Order", Company will provide any or all of the following services:

    a) Prepare construction drawings and specifications using the information from the civil engineering investigations and/or information provided by the city.
    b) The drawings shall include all necessary information that would be required for a competent contractor to properly construct the intended improvements.
    c) Provide construction phase engineering and review contractor submittals as required by the specifications.
    d) Attend field meetings as required to answer questions related to the design.

3) **Surveying:** If required by the "Task Order", Company will provide surveying services.

4) **Electrical Engineering Design:** If required by the "Task Order", Company will provide electrical engineering design services.

5) **Structural Engineering Design:** If required by the "Task Order", Company will provide structural engineering design services:

6) **Construction Management:** If required by the "Task Order", Company will provide any one or all of the following construction management services:

    a) Construction Administration,
        i) Construction Inspection
        ii) Field meetings
        iii) Contractor schedule review
        iv) Claims mitigation
    b) Quality Assurance,
        i) Project Inspection
        ii) Measurement of Quantities
        iii) Material Testing
        iv) Make recommendations, as requested, related to the construction

c) Project Schedule.
   i) Prepare a design phase project schedule for each "Project Task Order".
   ii) Revise design phase schedule as required by the City or project related impacts.
   iii) Review & comment on contractor's construction schedule.

7) **Sub-Consultants:** If required by the "Project Task Order", Company will contract with sub-consultants for any one or all of the following services:

a) Architecture,
b) Landscape Architecture,
c) Environmental Engineering,
d) Geotechnical Engineering,
e) Material Testing,
f) Underground Utility Exploration,
g) Others as project may require.

ATTACHMENT 2 – HOURLY RATE SCHEDULE

Engineering Services

Principal	$201
Associate	$180
Director	$180
Senior Project Manager	$162
Project Manager	$146
Assistant Project Manager	$130
Utility Coordinator	$130
Senior Project Engineer	$146
Project Engineer	$130
Senior Designer	$125
Designer	$114
Engineering Intern 2	$114
Engineering Intern 1	$102
CAD Tech II	$ 92
CAD Tech	$ 81
Project Coordinator	$ 96
Project Processor/Aide	$ 80
Clerical	$ 52

Survey Consultant Services

Survey Manager	$179
Project Surveyor	$147
Survey Technician II	$120
Survey Technician I	$109
2 Person Field Crew	$180
3 Person Field Crew	$206

ATTACHMENT 3
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**
Slater Hanifan Group.
5740 S. Arville St. #216 LV, NV 89118
Address **702-284-5300**
Telephone **32-0083110**
EIN or DUNS

Block 2 **Description**
Task Order Contract for General and Civil Engineering Services
Contract No. 110077-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.	Kenneth Hanifan, President	5740 S. Arville St., Suite 216	702-284-5300
2.	Jerry Slater, Vice President	5740 S. Arville St., Suite 216	702-284-5300
3.	Todd Steadham, Associate	5740 S. Arville St., Suite 216	702-284-5300
4.	Mark Failla, Associate	5740 S. Arville St., Suite 216	702-284-5300
5.	James Hackman, PM	5740 S. Arville St., Suite 216	702-284-5300
6.			
7.			
8.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

October 18, 2010
Date

Subscribed and sworn to before me this 18th day of October, 2010

Melissa Gladis
Notary Public – Melissa Gladis

MELISSA GLADIS
Notary Public State of Nevada
No. 09-9738-1
My appt. exp. Apr. 13, 2013

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Contract No. 110077-TF

Block 3 Type of Business
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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

October 18, 2010
Date

Subscribed and sworn to before me this 18th day of October, 2010

Melissa Gladis
Notary Public – Melissa Gladis

MELISSA GLADIS
Notary Public State of Nevada
No. 09-9738-1
My appt. exp. Apr. 13, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of revision to Purchase Order No. 272528, Engineering Design Services Agreement for Material Testing, Construction Inspection and Geotechnical Services - Department of Field Operations - Award recommended to: AZTECH INSPECTIONS AND TESTING, LLC ($105,000 - Street Maintenance Special Revenue Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $105,000
Funding Source: Street Maintenance SRF
Dept./Division: Field Operations

PURPOSE/BACKGROUND:
Due to an increase in inspection and testing services resulting from American Reinvestment and Recovery Act (ARRA) funded street rehabilitation projects, additional funds are needed to complete inspection and testing services for planned non-ARRA funded street rehabilitation projects.

PCC: T. Fernandez
POC: Claire Kohatsu - (702) 247-7645

RECOMMENDATION:
That City Council approve revision to Purchase Order No. 272528, Engineering Design Services Agreement for Material Testing, Construction Inspection and Geotechnical Services to Aztech Inspections and Testing, LLC in the amount of $105,000, bringing the estimated annual amount to $200,000.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
Approval of award of Contract No. 09.15341.19-TF, Design-Build of the 500 South Main Street Parking Garage and the construction conflicts and contingency reserve set by Finance and Business Services - Department of Public Works - Award recommended to: WHITING TURNER CONTRACTING COMPANY ($13,983,593 - City Facilities Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $13,983,593
Funding Source: City Facilities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of the design and construction of a multi-tier municipal parking garage for approximately 650 parking spaces and shell retail space including, but not limited to, building design, on and off-site design, utility approvals and work, permitting and construction.

PCC: T. Fernandez
POC: A. Gladstone - (702) 366-9812

RECOMMENDATION:
That City Council approve award of Contract No. 09.15341.19-TF, Design-Build of the 500 South Main Street Parking Garage to Whiting Turner Contracting Company in the amount of $13,983,593 and approve the construction conflicts and contingency reserve of $1,398,359. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 09.15341.19-TF, Exhibits A and B
2. Certificate - Disclosure of Ownership/Principals

EXHIBIT A
DESIGN-BUILD CONTRACT

THIS DESIGN-BUILD CONTRACT (the "Contract") is made and entered into this _____ day of _____, 20 , by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "Owner") and Whiting-Turner Contracting (a corporation organized and existing under the laws of the State of Nevada), (the "Design-Build Team".)

WITNESSETH:

WHEREAS, the Design-Build Team having submitted a Design-Build Proposal to the Owner for the design and construction of the project commonly known and referred to as "500 South Main Street Parking Garage Project", RFP No. (09.15341.19-TF)"; and PWP #CL-2010-269; and

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

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

1. **PROJECT DESCRIPTION.** The Project consists of the design and construction of the 500 South Main Street Parking Garage Project which is fully set forth and described in the Bridge Documents (defined in the General Conditions attached hereto).

2. **DESIGN AND CONSTRUCTION COVENANT.**

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

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

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

CONTRACT AMOUNT. For performance of the Work, the Owner agrees to pay the Design-Build Team the following maximum amount for the Work required by this Contract, excluding any amount related to costs that may be incurred as a result of unexpected conditions or occurrences as authorized by the contract: $13,983,593 (the "Contract Amount"). The maximum amount to be paid for the performance of the professional design services required by the Contract is $977,030 (which is included in the Contract Amount).

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

a) Design-Build Contract, Exhibit "A" attached hereto
   i. Design-Build Proposal
   ii. Resumes for Key Personnel
   iii. Subconsultant and Subcontractor List
   iv. Certificate – Disclosure of Ownership
b) General Conditions, Exhibit "B" attached hereto
c) Bridging Document, dated March, 2010, Exhibit "C" (Provided electronically)
d) Design Requirements, Exhibit "D" (Provided electronically)
e) Addenda No.1, dated April 30, 2010
   Addenda No.2, dated August 9, 2010
   Addenda No. 3, dated August 24, 2010
   Addenda No. 4, dated August 25, 2010
f) Prevailing Wage Rates, Exhibit "E" attached hereto
g) Federal Wage Rates, Exhibit "F" attached hereto
h) Special Requirements, Exhibit "G" attached hereto

4. COMMENCEMENT AND COMPLETION DEADLINE. Time is of the essence in the performance and completion of this Contract. The Design-Build Team shall commence the Work on the date set by the Owner in the Design Notice to Proceed, and shall complete all work required by the Contract on **January 20, 2012.**

5. LIQUIDATED DAMAGES. Liquidated Damages are provided for in Section 6 of the General Conditions in the amount of **$5000 per day** for each calendar day the completion of the Work is delayed beyond the completion deadline, or Owner approved extensions thereof.

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

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

To the Design-Build Team:
Whiting-Turner Contracting Company
Paul Schmitt, Vice President
6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119
Fax: 702-650-2650

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

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

OWNER

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

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 11/16/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DESIGN-BUILD TEAM:

By: _____
Paul Schmitt, Vice President
Whiting-Turner Contracting Company

EXHIBIT B
GENERAL CONDITIONS

SECTION 1. DEFINITIONS

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

2.01 Designated Representative
2.02 Responsibility for Site Conditions and Geotechnical Information
2.03 Responsibility for the Security of the Work and Project Site
2.04 Responsibility for Protecting Adjacent Areas
2.05 Responsibility for Construction Safety
2.06 Responsibility for Clean-Up of the Work Site
2.07 Responsibility for Construction Procedures
2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors
2.09 Responsibility for Employment of Competent Superintendent
2.10 Responsibility for Uncovering and Correcting the Work
2.11 Responsibility for Permits and Fees
2.12 Responsibility for Record Documents
2.13 Responsibility for Substitutions of Materials, Products or Services
2.14 Responsibility for the Delivery and Storage of Materials and Equipment
2.15 Responsibility for Emergencies
2.16 Responsibility for Payment of Subcontractor and Other Parties
2.17 Responsibility for Schedule of Values

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

3.01 Designated Representative
3.02 Right to Perform or Award Separate Contracts for Portions of the Work
3.03 Right to Perform Additional Work Within or Near the Project Site
3.04 Progress Meetings
3.05 Right of Suspension
3.06 Right of Termination for Convenience
3.07 Owner's Right to Replace Subcontractor or Subconsultant

SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

4.01 Notice to Proceed
4.02 Guaranteed Project Schedule
4.03 Progress of the Work
4.04 Contract Time
4.05 Progress Payments and Retainage

SECTION 5. COMPLETION OF THE PROJECT

5.01 Substantial Completion
5.02 Punch List
5.03 Final Inspection and Final Acceptance of the Work
5.04 Final Payment
5.05 Non-Conforming Work Not Accepted

SECTION 6. LIQUIDATED AND DELAY DAMAGES

6.01 Owner's Recovery of Liquidated Damages
6.02 Delay Damages

SECTION 7. BONDING REQUIREMENTS

7.01 Required Bonds
7.02 Acceptable Surety
7.03 Failure to Maintain Bonds

SECTION 8. INSURANCE REQUIREMENTS

8.01 In General
8.02 Acceptable Insurance Company
8.03 Premiums, Deductibles and Self-Insured Retentions
8.04 Certificate of Insurance
8.05 Renewal Policies
8.06 Cancellation and Modification of Insurance Coverage
8.07 No Recourse
8.08 Endorsements and Waivers
8.09 Failure to Provide or Maintain Insurance Coverage

SECTION 9. INDEMNITY

9.01 General Indemnity
9.02 Patent Indemnity

SECTION 10. BREACH OF CONTRACT AND REMEDIES

10.01 Definition of Breach
10.02 Event of Default
10.03 Damages
10.04 Termination for Cause
10.05 Owner's Right to Perform the Work
10.06 Deduction From Progress Payments
10.07 Rights and Remedies are Cumulative

SECTION 11. REPRESENTATIONS AND WARRANTIES

11.01 General Representations and Warranties
11.02 Warranty of Merchantability and Fitness for Particular Purpose
11.03 Warranty Work Conforms with Requirements of the Contract
11.04 Warranty Exclusions Prohibited

SECTION 12. DISPUTES BETWEEN THE PARTIES

12.01 Preliminary Resolution
12.02 Arbitration

SECTION 13. COMPLIANCE WITH THE LAWS

13.01 General
13.02 Compliance with Labor Laws
13.03 Compliance with Americans with Disabilities Act
13.04 Compliance with Immigration Reform Control Act of 1986
13.05 Air Pollution Control
13.06 Fire Prevention
13.07 Provisions Required by Law
13.08 Stormwater Pollution Control
13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous
13.10 Compliance with National Environmental Policy Act (NEPA)

SECTION 14. CONTRACT INTERPRETATION

14.01 General
14.02 Intent and Correlation
14.03 Governing Order of Contract Documents
14.04 Conflicting Conditions
14.05 Graphic Enhancement

SECTION 15. MISCELLANEOUS PROVISIONS

15.01 Regulatory Authorities
15.02 Subcontracts
15.03 Right to Review and Audit
15.04 Independent Design-Build Team
15.05 Severability
15.06 Assignment of Contractual Rights
15.07 Ownership and Use of Documents
15.08 Prohibited Interest
15.09 Waiver
15.10 No Personal Liability
15.11 Contract Modification

SECTION 1. DEFINITIONS

The following definitions shall apply to the Contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Design-Build Team" ("Team")means an entity that consists of at least one person who is licensed as a general engineering contractor or a general building contractor pursuant to chapter 624 of NRS; and at least one person who

holds a certificate of registration to practice architecture pursuant to chapter 623 of NRS. Design-Build Team shall have the same meaning as defined in Nevada Revised Statute 338.

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

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

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

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

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

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

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

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

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

"Promptly" means without delay and on time.

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

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

"RFP Documents" means the documents comprising the Request for Final Proposals for the Design-Build of the 500 S. Main Street Garage Project (RFP No. 09.15341.19-TF) and includes the following documents: Request For Final Proposal, Instructions (together with Proposal forms) and the Design/Build Contract and documents incorporated therein.

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

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

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

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

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

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

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

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

Section 2.01 Designated Representative

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

Section 2.02 Responsibility for Site Conditions and Geotechnical Information

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

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

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

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

The Design-Build Team shall cooperate with the Owner on all security matters and shall promptly comply with any security requirements established by the Owner. Such compliance with these security requirements shall not relieve the

Design-Build Team of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Design-Build Team's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Work site. The Design-Build Team shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the Owner in a timely manner.

Section 2.04 Responsibility for Protecting Adjacent Areas

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

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

Section 2.05 Responsibility for Construction Safety

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

An employee of the Design-Build Team shall be designated the person who shall be responsible for the safety conditions at the Project Site. Such designated person shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Design-Build Team shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Any Hazardous Substance encountered at the Project Site shall be handled in accordance with applicable laws, ordinances, rules and regulations governing such substance.

Section 2.06 Responsibility for Clean-Up of the Work Site

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

Section 2.07 Responsibility for Construction Procedures

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

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

Section 2.08 Responsibility for Substitution of Team Members, Key Personnel, Subconsultants, and Subcontractors

The Design-Build Team shall have no substitutions in their Team Members, Key Personnel, and Named Subconsultants or Subcontractors without the Owner's prior written consent.

Section 2.09 Responsibility for Employment of Competent Superintendent

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

Section 2.10 Responsibility for Uncovering and Correcting the Work

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

If any portion of the Work has been covered which the Owner has not specifically requested to observe prior to being covered, the Design-Build Team shall, if requested by the Owner, uncover for observation and, if unacceptable, shall be replaced and recovered at the Design-Build Team's expense without any adjustment to the Contract Time. If the uncovered Work is in compliance with the requirements of the Contract, the cost to recover shall be paid by the Owner.

Section 2.11 Responsibility for Permits and Fees

Unless otherwise provided in the Contract Documents to be the responsibility of the Owner, the Design-Build Team shall secure all the necessary permits and pay the required license and inspection fees associated therewith, which are necessary for the proper execution and completion of the Work.

Section 2.12 Responsibility for Record Documents

The Design-Build Team shall keep a marked-up, up-to-date set of the Progress Record Documents subject to the provisions of Section 01 70 00 of the Bridging Documents. The Progress Record Documents shall depict the as-built conditions of the Work as they occur during the course of construction as an accurate record of the deviations between the Work as designed and the Work as installed.

Section 2.13 Responsibility for Substitutions of Materials, Products or Services

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

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

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

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

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

Section 2.14 Responsibility for the Delivery and Storage of Materials and Equipment

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

Section 2.15 Responsibility for Emergencies

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

Section 2.16 Responsibility for Payment of Subcontractor and Other Parties

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

Section 2.17 Responsibility for Schedule of Values

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

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

SECTION 3. OWNER'S RIGHTS AND RESPONSIBILITIES

Section 3.01 Designated Representative

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

The Designated Representative shall not have any authority to change or interpret the Contract or Contract Documents, whether orally or in writing. Any ambiguity between the parties that require interpretation of the Contract or Contract Documents shall be resolved by written submission of a Request for Information by the Design-Build Team. Any request for a change to the Contract or Contract Documents shall be resolved by written submission of a Change Order request by the Design-Build Team. The Contact or Contact Documents shall not be changed without written confirmation from the Owner.

Communications from the Owner's Representative may be verbal or written. Any verbal instruction or directive by the Owner's Representative to the Design-Build Team that changes either the Contract Amount or Contract Time or that changes either the Contract or the Contract Documents shall not be valid unless confirmed in writing and acknowledged and accepted by the Owner 1) within five working days or 2) when the work that is subject to the verbal directive commences, whichever is earlier. Absent written confirmation of the Owner's Representative's verbal instruction to the Design-Build Team, the parties agree that there is a strong presumption that no such verbal directive was ever given.

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

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

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

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

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

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

f. The Owner shall pay each claim of cost incurred by the Design-Build Team arising from the delay, improperly timed activity, defective construction or damage to the Work caused by a separate Contractor acting under the direction or control of the Owner, or under the direction and control of a general Contractor of the Owner, provided such claim meet the requirements contained in Section 01 20 00 (Price and Payment Procedures) of the Bridging Documents.

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

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

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

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

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

Section 3.04 Progress Meetings

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

Section 3.05 Right of Suspension

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

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

Section 3.06 Right of Termination for Convenience

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

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

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

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

Section 3.07 Owner's Right to Replace Subcontractor or Subconsultant

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

SECTION 4. CONTRACT COMMENCEMENT, PROGRESS AND COMPLETION

Section 4.01 Notice to Proceed

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

Section 4.02 Guaranteed Project Schedule

Within the time provided in Section 01330 of the Bridging Documents, the Design-Build Team shall submit the Guaranteed Project Schedule for the Work, which shall contain the appropriate milestones by which the Owner can judge and determine the progress thereof.

Section 4.03 Progress of the Work

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

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

i. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;
ii. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficient to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,
iii. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

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

Section 4.04 Contract Time

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

Section 4.05 Progress Payments and Retainage

a. **Progress Bills and Payments**. The Design-Build Team may submit a monthly progress bill requesting payment for the Work performed to-date after measuring the Work and estimating its value based upon the unit prices

contained in the Contract or the approved Schedule of Values. The progress bill must be submitted by the deadline established by the Owner and must be accompanied by photographs of the Work completed to date and other supporting documentation (such as material receipts and storage verifications). The quantities and value estimates must have the concurrence of the Owner. As permitted pursuant to Section 10.06 (Deduction from Progress Payments) of the Contract and NRS Chapter 338, the Owner may withhold from the progress payment an amount that is sufficient to protect the Owner for the Design-Build Team's failure to comply with the requirements of the Contract or applicable building codes, laws or regulations.

The Design-Build Team must submit certified payroll records each month as required by NRS Chapter 338. If the certified payroll records for the previous month have not been received, the Owner may withhold funds from the progress payment in accordance with NRS Chapter 338.

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

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

i. The Design-Build Team stores the material in a manner acceptable to the Owner at the Work site or other site that is acceptable to the Owner.
ii. The Design-Build Team furnishes evidence of the quantity and quality of the stored material that is acceptable to the Owner.
iii. The Design-Build Team furnishes legal title (free of liens or encumbrances of any kind) for the stored material that is acceptable to the Owner.
iv. The Design-Build Team furnishes evidence the stored material is insured against loss, damage or disappearance thereof prior to use in the Work that is acceptable to the Owner.

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

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

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

SECTION 5. COMPLETION OF PROJECT

Section 5.01 Substantial Completion

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

If the Work or any designated portion thereof has reached Substantial Completion, and all applicable governmental authorities have granted final approval of the Work, the Owner will issue a Certificate of Substantial Completion establishing the date of Substantial Completion identifying responsibilities of the Owner and Design-Build Team for security, maintenance, utilities, damage to the work and insurance, and fixing the time for the Design-Build Team to finish the items on the punch list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted to the Owner and Design-Build Team for their written acceptance of responsibilities assigned to them in such Certificate.

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

Section 5.02 Punch List

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

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

Section 5.03 Final Inspection and Final Acceptance of the Work

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

Section 5.04 Final Payment

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

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

Section 5.05 Non-Conforming Work Not Accepted

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

SECTION 6. LIQUIDATED AND DELAY DAMAGES

Section 6.01 Owner's Recovery of Liquidated Damages

The Design-Build Team acknowledges that time is an essential element of this Contract and for that reason the Work needs to proceed and be prosecuted vigorously to completion. In the event that the Work is not completed within the Contract Time set forth in Section 5 (Contract Time) of the Design-Build Contract, the Design-Build Team further acknowledges that the Owner will suffer damages which are difficult to ascertain, such as, but not necessarily limited to, the loss of the use of the Work by the Owner and the public, the inconvenience suffered by the public, and the cost associated with additional architectural, engineering, inspection, supervision and contract administration.

Because it is difficult and impractical to fix the amount of actual damages which would be suffered by the Owner if the Design-Build Team fails to meet the completion deadline, the parties have agreed that the amount of liquidated damages set forth in Section 6 of the Design-Build Contract is a reasonable estimate of the damages to be suffered by the Owner.

The Design-Build Team agrees to pay the Owner Liquidated Damages for each day that the Work exceeds the completion deadline until the Design-Build Team reaches Substantial Completion of the Work. The Liquidated Damages provided for therein pertain only to the failure to complete the Work by the completion deadline, and does not preclude recovering any increased costs incurred by the Owner in completing the Work. Liquidated Damages shall be in addition to any other remedies that may be available to the Owner. By executing the Design-Build Contract, the Design-Build Team agrees that the amount of liquidated damages set forth therein is fair and reasonable.

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

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

Section 6.02 Delay Damages

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

i. Delays caused by the Owner's malicious or grossly negligent conduct, or the Owner's willful and knowing delay to the Substantial Completion of the Work,
ii. Delays whose assumption of the risk by the Design-Build Team was not within the contemplation of the parties at the time the parties entered into the Contract, or
iii. Delays of such unreasonable duration that they constitute an intentional abandonment of the Contract by the Owner.

If any of the exceptions set forth in (i) through (iii) above are determined by the Owner to be applicable, the Owner may grant a time extension commensurate with the delay, increase the Contract Amount and/or consider for payment a claim for damages, losses or additional expenses resulting from any delay in the completion of the Work provided such claim meets the requirements set forth in Section 01 20 00 (Claims and Disputes) of the Bridging Documents. The Owner shall determine the validity of the claim and the amount to be paid, and such consideration or payment shall not invalidate, limit or otherwise waive the prohibition provisions of this Section with respect to any future delay claims of the Design-Build Team.

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

i. Unknown or uncertain conditions including, but not necessarily limited to, the discovery of caliche, ground water and all other subsurface conditions,
ii. Weather conditions (including, but not limited to, precipitation, flood, mud slides, sink holes, ice and snow resulting from precipitation, wind, temperature or humidity) and the resultant effects thereof regardless of the nature, duration, severity or abnormality of such weather condition,
iii. Unmarked utilities or utility interferences,
iv. Events of war, labor disputes, transportation delays, freight embargos, earthquakes, floods, epidemics, terrorist threats or acts, workplace violence, theft, vandalism damage to the Work (including fire and explosion), acts of God and all other events, acts or omissions resulting in the unavailability of labor, materials, equipment or utilities,
v. Acts or omissions of the Owner and other governmental authorities acting in their role as code and regulation enforcement regulators,
vi. Acts or omissions of Design-Build Teams, subcontractor, suppliers and material manufacturers involved in the Work,
vii. Acts, omissions and coordination of other Design-Build Teams regardless of the event location or contractual relationship between the parties, unless such Design-Build Teams are under the direction or control of the Owner, or under the direction or control of a general Design-Build Team of the Owner, or
viii. Discovery of hazardous substances or substances suspected of being hazardous,

then the Design-Build Team may be entitled to an increase in the Contract Amount and/or a time extension for completion of the Work provided the delay to the Work meets the requirements of Section 01 20 00 (Claims and Disputes) of the Bridging Documents of the Contract.

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

SECTION 7. BONDING REQUIREMENTS

Section 7.01 Required Bonds

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

i. Performance Bond insuring performance of all of the obligations of the Contractor as required by the Contract in the amount of 100% of the Contract Amount.
ii. Labor and Material Payment Bond insuring the payment of all of the Subcontractor and material suppliers of the Design-Build Team in the amount of 100% of the Contract Amount.
iii. Guaranty Bond insuring against defects or deficiencies in the workmanship of, and materials used in, the Work in the amount of 100% of the Contract Amount. The Guaranty Bond shall take effect upon Substantial Completion of the Work and shall remain in effect for a period of one year thereafter or for longer period if so provided in the Specifications.

Section 7.02 Acceptable Surety

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

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

Section 7.03 Failure to Maintain Bonds

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

SECTION 8. INSURANCE REQUIREMENTS

Section 8.01 Section and Paragraph Headings

The section and paragraph headings appearing in this Request for Preliminary Proposals are inserted for the purpose of convenience and ready reference. They do not purport to define, limit, or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

Section 8.02 Owner Provided Builder's Risk Insurance.

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

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

Section 8.03 Team provided Insurance – General

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

a. Commercial General Liability Insurance. The Team shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the Owner.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Project, or the Team may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of the Team. Any such excess insurance shall be at least as broad as the Team's primary insurance.

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

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

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

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

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

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

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

e. Errors and Omissions Insurance. The Design Professional shall procure and maintain Errors and Omissions Insurance insuring against.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence $2,000,000 aggregate
Policy Period:	Effective until final completion of the Project
Named Insured:	Team
Additional Insured Parties	City of Las Vegas (its officers, employees and agents

Section 8.04 Acceptable Insurance Company
The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by the Owner. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.

Section 8.05 Premiums, Deductibles and Self-Insured Retentions
The Team shall be responsible for payment of premiums for all of the insurance coverages required under this Exhibit. The Team further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Team is responsible hereunder, the Team shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Team insurance must be declared and approved by Owner.

Section 8.06 Certificates of Insurance
The Team will deliver to Insurance Tracking Services, Inc. (ITS), the Owner's representative, a certificate of insurance with respect to each required policy to be provided by the Team under this Exhibit. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Submit certificates of insurance to:

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

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

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

Section 8.07 Renewal Policies
The Team shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

Section 8.08 Cancellation and Modification of Insurance Coverage
Each insurance policy supplied by the Team must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the Owner and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Section 8.09 No Recourse
There shall be no recourse against Owner for the payment of premiums or other amounts with respect to the insurance required from the Team under this Exhibit.

Section 8.10 Endorsements and Waivers
All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that the Design-Build Team has left the Project site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Project or any change in ownership of all or any portion of the Project shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

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

Section 8.11 Failure to Provide or Maintain Insurance Coverage (Revised)
The awarded Team's failure to provide or maintain any of the insurance coverage required herein would constitute a breach of the Contract.

SECTION 9. INDEMNITY

Section 9.01 General Indemnity

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

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

Section 9.02 Patent Indemnity

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

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

SECTION 10. BREACH OF CONTRACT AND REMEDIES

Section 10.01 Definition of Breach

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

i. Fails to properly pay any Subcontractor or other parties for labor, materials or supplies as required by Section 2.16 (Responsibility for Payment of Subcontractor and Other Parties) of the Contract;
ii. Fails to begin the Work within the time specified in the Notice to Proceed as required by Section 4.01 (Notice to Proceed) of the Contract;
iii. Fails to diligently prosecute the Work as required by Section 4.02 (Guaranteed Project Schedule) or Section 4.03 (Progress of the Work) of the Contract;
iv. Fails to provide sufficient workmen, materials or equipment to assure the prompt completion of the Work as required by Section 4.03 (Progress of the Work) of the Contract;
v. Fails to complete the Work within the Contract Time as required by Section 4.04 (Contract Time) of the Contract;
vi. Fails to complete the punch list within the time specified in the Certificate of Substantial Completion as required by Section 5.02 (Punch List) of the Contract;
vii. Fails to maintain the bonds, industrial insurance coverage for his employees, general liability insurance or any of the other policies of insurance as required by Sections 7.01 (Required Bonds) and 8.01 (Required Insurance) of the Contract;
viii. Fails to pay third party claims as required by Section 9.01 (General Indemnity) of the Contract;
ix. Fails to maintain licensure by the Nevada State Design-Build Team's Board as required by Section 11.01 (General Warranty) of the Contract;
x. Fails to promptly remedy the Work not in conformance with the Contract as required by Section 11.03 (Warranty Work Conforms with Requirements of the Contract);
xi. Fails to observe laws, ordinances, rules or regulations pertaining to the Project as required by Section 13.01 (General) of the Contract;
xii. Fails to investigate, or cooperate in the investigation of, complaints concerning the payment of prevailing wage rates requested by the Owner or the State Labor Commissioner's Office as required by Section 13.02 (Compliance with Labor Laws) of the Contract;
xiii. Fails to maintain solvency, allows a judgment to stand against the Design-Build Team for a period of five (5) days, files a petition with the United States Bankruptcy Court, is adjudged insolvent or bankrupt, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy or insolvency; or
xiv. Fails to remedy any other material breach of the provisions of the Contract;

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

Section 10.02 Event of Default

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

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

Section 10.03 Damages

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

Section 10.04 Termination for Cause

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

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

i. Take possession of the Project Site and the materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Build Team;
ii. Accept the assignment of the Design-Build Team's subcontracts pursuant to this Contract (Contingent assignment of subcontracts to Owner if Contract is terminated); and
iii. Finish the Work by whatever method deemed expedient by the Owner.

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

Section 10.05 Owner's Right to Perform the Work

If the Design-Build Team fails to perform or proceed with the Work, or any part thereof, as required by the Contract, and fails within the seven day notice required pursuant to Section 10.02 (Event of Default) of the Contract to remedy the breach, or to commence and continue correction of such breach with promptness and due diligence toward completion, the Owner may, without prejudice to any other right or remedy available to the Owner, and without terminating the Contract and relieving the Design-Build Team from its obligations under the Contract, proceed to correct the breach, or applicable portion thereof, by any means or methods deemed appropriate (including use of the Owner's personnel).

If the Owner discovers during the course of the corrective action that the breach is greater or otherwise different from, but nevertheless related to, the breach described in the seven-day notice, then the greater or different breach shall be deemed to have been included in the original seven-day notice and the Owner may proceed with the corrective action without having to provide any additional notice to the Design-Build Team.

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

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

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

Section 10.06 Deduction From Progress Payments

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

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

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

Section 10.07 Rights and Remedies are Cumulative

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

SECTION 11. REPRESENTATIONS AND WARRANTIES

Section 11.01 General Representations and Warranties

The Design-Build Team hereby represents and warrants that it (i) is familiar with requirements of the Contract; (ii) has investigated the site and is knowledgeable concerning the local conditions that may affect the performance of the Work; (iii) is satisfied that the Work can be performed and completed as required in the Contract; (iv) accepts all of the risks directly or indirectly connected with the performance of the Contract; (v) has not been influenced by any statement or promise other than those contained in the Contract Documents; (vi) is experienced and competent to perform the Contract; (vii) is familiar with all general and special laws, ordinances and regulations that may affect the Work, its performance, or those persons employed therein; (viii) is familiar with tax and labor regulations and with rates of pay that will affect the Work, and (ix) is properly licensed and will remain properly licensed by the Design-Build Teams Board of the State of Nevada in order to perform the Contract.

Section 11.02 Warranty of Merchantability and Fitness for Particular Purpose

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

Section 11.03 Warranty Work Conforms with Requirements of the Contract

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

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

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

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

Section 11.04 Warranty Exclusions Prohibited

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

i. That the implied warranties of Merchantability or Fitness for a Particular Purpose are excluded from the Contract;
ii. That the warranty clause is in lieu of all other warranties that are either expressed or implied.

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

SECTION 12. DISPUTES BETWEEN THE PARTIES

Section 12.01 In General

Any claim, dispute or other controversy that may arise between the Owner and Contractor concerning any provision of this Contract shall be resolved through the good faith efforts of both parties. In accordance with NRS 338.150, if the claim, dispute or controversy cannot otherwise be settled, the parties shall use an alternate dispute resolution method before initiation of any judicial action. For purposes of this Contract, alternate dispute resolution shall mean non-binding mediation before an independent private mediator agreed to by the parties. If the parties cannot agree upon an independent private mediator within 45 days after notice of the claim is provided pursuant to Section 12.04 below, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The alternate dispute resolution proceedings shall take place in Clark County, Nevada, unless otherwise agreed to by the parties.

Section 12.02 Work to Proceed
While the alternate dispute resolution or judicial action is pending, the Contractor shall proceed with the Work and maintain progress in accordance with the requirements of the Contract, unless otherwise mutually agreed upon in writing.

Section 12.03 Alternate Dispute Resolution Costs and Fees
The fees and expenses of the alternate dispute resolution proceedings shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that may arise between the parties.

Section 12.04 Notice of Dispute
In the event that a claim, dispute, or controversy arises between the parties which are related to the progress or construction of the Project, the party asserting the claim, dispute or controversy must provide written notice thereof to the other party within thirty (30) days after its occurrence. The written notice shall set forth with specificity the nature of the claim, dispute or controversy, the relief sought, and other matters properly relating thereto. The notification is important to the recipient of the notice so that proper measures can be taken to properly observe and record the progress of the Work, to properly document the impact that the claim, dispute or controversy may have thereon, and to enable that party to properly verify any costs incurred by the party asserting the claim, dispute or controversy in connection therewith. The failure of the party to provide proper notice to the other party as required herein shall forever bar that party from any remedy thereon, including seeking any alternate dispute resolution and/or judicial action. The notice and time requirements set forth herein shall not apply to warranty claims or other construction defect claims that the Owner may have against the Contractor relating to the construction of the Work.

Section 12.05 Right of Judicial Action
Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of the alternate dispute resolution required herein and, in the case of the Contractor, which has not been waived by the acceptance of final payment, may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

SECTION 13. COMPLIANCE WITH THE LAWS

Section 13.01 General

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

Section 13.02 Compliance with Labor Laws

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

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

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

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

The Design-Build Team, and each Subcontractor through the Design-Build Team, is required to submit a copy of the certified payroll reports for each calendar month to the Owner no later than fifteen (15) calendar days after the end of the month. The Design-Build Team shall be responsible for coordinating the submittal of all the certified payroll reports for the Project, including the reports of each Subcontractor who is performing Work on the Project.

The Design-Build Team agrees to contact the Nevada State Labor Commissioner with any question concerning the payment of prevailing wage rates.

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

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

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

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

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

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

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

d. Preferential Employment. (This Section ☒ IS ☐ IS NOT Applicable to this Contract) The Design-Build Team shall comply with the preferential employment provisions of NRS Chapter 338.130. This law requires, in all cases where persons are employed in the construction of public works, preference must be given, when the qualifications of applicants are equal: First, to persons who have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard, and are citizens of the

State of Nevada; Second, to other citizens of the State of Nevada. If these provisions of NRS 338 are not complied with by the Design-Build Team engaged on the public work, the contract shall be void, and any failure or refusal to comply with any of these provisions of this section renders any such contract void.

e. Federal Wage Rates. (This Section ☐ IS ☒ IS NOT Applicable to this Contract). The Design-Build Team shall comply that the Federal Wage Rates attached (Exhibit F *to the Request For Final Proposal*) and incorporated herein as a part hereof which are applicable to the Contract. The wages paid under the Contract shall conform to the Davis-Bacon Act of March 3, 1931, as amended (46 Stat. 1494, as amended, 40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29-CFR, Part 5). If the State Wage Rates and Federal Wage Rates are not equal, the Contractor shall pay the higher prevailing rate.

f. Special Requirements. (This Section ☐ IS ☒ IS NOT Applicable to this Contract). The Design-Build Team shall comply with the requirements of Design-Build Team (Exhibit G *to the Request For Final Proposal*) incorporated herein as a part hereof which are applicable to the Contract.

Section 13.03 Compliance with Americans with Disabilities Act

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

Section 13.04 Compliance with Immigration Reform Control Act of 1986

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

Section 13.05 Air Pollution Control

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

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

i. Nevada Revised Statute 445: Air Quality Regulations
ii. Title 40 Code of Federal Regulations (CFR) Part 82 Protection of Stratospheric Ozone – Refrigerant Regulations
iii. Adhering to all Clark County Department of Air Quality and Environmental Management regulations.

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

Section 13.06 Fire Prevention

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

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

The Design-Build Team shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding or burning is conducted, inflammable materials shall be protected and a fire watch shall be provided by the Design-Build Team to be present during the burning and welding

operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

Section 13.07 Provisions Required by Law

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

Section 13.08 Stormwater Pollution Control
Prior to commencing the Work, the Contractor shall obtain a National Pollutant Discharge Elimination System (NPDES) permit from Nevada Division of Environmental Protection (NDEP) for construction activities.

The Contractor shall perform the Work so as to not discharge stormwater runoff containing pollutants or sediment into the waters of the United States (including municipal separate storm sewer systems [MS4s]) in violation of federal and state laws, rules, and regulations and the Owner's water pollution requirements.

The Contractor shall:

i. Comply with the provisions of Nevada Revised Statutes, Chapter 445A: Water Pollution Control and City of Las Vegas Municipal Code 14.18; and
ii. Adhere to all Federal regulations under 40 CFR 122.26(b)(14).
iii. Provide to the Owner, prior to commencing construction operations, copies of all associated permits or waivers.

All information and forms pertaining to Nevada's Stormwater NPDES Permitting Program can be found on the following website: http://ndep.nv.gov/bwpc/storm01.htm.

The City, state, and federal regulations identified above are hereby incorporated by reference as preconditions of this Contract. The Contractor shall familiarize itself with these regulations and practices, and is advised that prior to engaging in any construction activities, the Contractor shall submit a Notice Of Intent (NOI) to the Nevada Division of Environmental Protection. A Storm Water Pollution Prevention Plan (SWPPP) must be completed prior to submission of the NOI and must remain on the project site and be updated as necessary for the duration of the project. As applicant, the Contractor is responsible for insuring that all persons on the project site, including contractor and subcontractor personnel, abide by the conditions of the permit. As the applicant, the Contractor is responsible for supplying complete copies of the NOI and SWPPP to all project subcontractors.

Upon completion of the project, the Contractor must (at no additional cost to the owner) permanently stabilize the construction area and file a Notice of Termination (NOT) with NDEP to terminate the permit.

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

Section 13.09 Disposal of All Wastes (Hazardous, Toxic, and Non-Hazardous

Contractor shall be responsible for disposal of all waste materials including non-hazardous, hazardous, or toxic materials. Contractor shall make its own arrangements for disposal or recycle of all waste materials and shall pay all costs associated with the proper disposal of the all waste.

Contractor shall obtain written verification in term of the landfill weight ticket, recycling certificate from the disposal site owner or operator with a written release from the disposal site owner or operator absolving the Owner of any and all responsibility in connection with the disposal of waste material on said property.

Unless otherwise provided, full compensation for all costs involved in disposing of materials as specified in this section, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such material and no additional compensation will be allowed therefore.

No waste material that is to be disposed shall be stockpiled on the Owner's property or the project site longer than seven (7) days, unless otherwise approved by the Owner. Prior to initiating construction, the Contractor shall provide to the Owner a proposed temporary stockpile location. Construction debris and materials shall not be stockpiled in unapproved locations.

For hazardous or toxic materials waste, Contractor shall comply with all local, State, and federal regulations including but not limited to Resources Conservation and Recovery Act (RCRA), Toxic Substance Control Act (TSCA). Contractor must fill out the Waste Manifest and provide a copy of the Manifest to the Owner. Contractor (or its subcontractor) shall provide all necessary licenses or permits documentation for handling, transportation and disposal of hazardous or toxic materials as submittal information to the Owner. Contractor is responsible for identify/classify the hazardous waste, getting an EPA hazardous waste site number by filing the paperwork with NDEP as the hazardous waste generator, retaining certified RCRA hazardous waste transporter subcontractor, properly dispose the RCRA hazardous waste in certified hazardous waste treatment or landfill sites, deactivated the EPA hazardous waste site number when the job is done, and provide safe handling training to contractor employees.

Section 13.10 Compliance with National Environmental Policy Act (NEPA)
If this contract is sponsored in whole or part through Federal funding, Contractor is required to comply with NEPA requirements including but not limited to, compliance with Clean Air Act, Clean Water Act, Endangered Species Act, National Historic Preservation Act, Migratory Bird Treaty Act, Resource Conservations and Recovery Act (RCRA), Toxic Substance Control Act (TSCA).

SECTION 14. CONTRACT INTERPRETATION

Section 14.01 General

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

Section 14.02 Intent and Correlation

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

Section 14.03 Governing Order of Contract Documents

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

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

Section 14.04 Conflicting Conditions

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

Section 14.05 Graphic Enhancement

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

SECTION 15. MISCELLANEOUS PROVISIONS

Section 15.01 Regulatory Authorities

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

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

Section 15.02 Subcontracts

Any subcontract entered into by the Design-Build Team and its Subcontractor or material supplier shall not create any contractual relationship between the Owner and the Subcontractor or material supplier.

The Design-Build Team agrees to provide a copy of each subcontract (including contracts for the purchase of supplies) entered into by the Design-Build Team in connection with the Project if so requested by the Owner for any of the reasons set forth in NRS 338.140 (1)(d).

The Design-Build Team shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by the Design-Build Team unless such substitution meets the requirements of NRS Chapter 338.

Section 15.03 Right to Review and Audit

The Design-Build Team agrees to maintain financial records pertaining to all matters relative to the Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to the Design-Build Team for a period of three (3) years after completion of the Contract and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Design-Build Team goes out of existence, the Design-Build Team shall turn over to the Owner all of its records relating to the Contract to be retained by the Owner for the required period of time.

The Design-Build Team agrees to permit the Owner or its authorized representative to inspect and audit its records and books relative to the Contract at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information that the Owner desires concerning Design-Build Team's operation hereunder. The Design-Build Team further understands and agrees that the inspection and audit would be exercised upon written notice. If the Design-Build Team or its records and books are not located within Clark County, Nevada, the Design-Build Team agrees to deliver the records and books or have the records and books delivered to the Owner or its authorized representative at an address within the City of Las Vegas as designated by the Owner.

If the Owner or its authorized representative find that the records and books delivered by the Design-Build Team are incomplete, the Design-Build Team agrees to pay the Owner the costs to travel (including travel, lodging, meals, and other related expenses) to the Design-Build Team's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The Design-Build Team further agrees to permit the Owner or its authorized representative to inspect and audit, as deemed necessary, the financial and performance records of the Project that may be required by relevant directives from the funding sources of the Owner.

If, at any time during the term of the Contract, or at any time after the expiration or termination of the Contract, the Owner or its authorized representative finds the Owner's dollar liability to the Design-Build Team is less than the payments made by the Owner to the Design-Build Team, the Design-Build Team agrees to repay the difference immediately to the Owner or, at the Owner's option, credit the difference against future payments due the Design-Build Team.

Section 15.04 Independent Design-Build Team

The Design-Build Team represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. The Design-Build Team shall act as an independent Design-Build Team and not as an agent of the Owner in performing the Contract. The Design-Build Team shall maintain complete control over its employees and all of its subcontractor. Nothing contained in the Contract or any subcontract awarded by the Design-Build Team shall create any contractual relationship between any such subcontractor and the Owner. The Design-Build Team shall perform the Work in accordance with its own methods subject to compliance with the Contract.

Section 15.05 Severability

The invalidity, illegality, or unenforceability of any provision of the Contract or the occurrence of any event rendering any portion or provision of the Contract void shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract, and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion of provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent the entire Contract from being void should a provision which is of the essence of the Contract to be determined void.

Section 15.06 Assignment of Contractual Rights

The Design-Build Team shall not assign, transfer, convey or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereto.

Section 15.07 Ownership and Use of Documents

The Design-Build Team will be furnished, one electronic set of drawings and Contract Documents. If additional sets are needed, the Owner will provide them at actual duplication cost. The Drawings, Bridging Documents, and any copies furnished by the Owner are and shall remain the Owner's property unless a consultant is used in the preparation of the Contact Documents in which case ownership shall be according to the agreement between the Owner and the consultant. They are to be used only with respect to the Project and are not to be used on any other project. Submission or distribution to meet official regulatory requirements for other purposes in connection with the Project is not to be construed as infringement of the copyright of the Owner's or Consultant's common law or other reserved rights.

Section 15.08 Prohibited Interests

No official of the Owner, who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Owner, who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in the Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

Section 15.09 Waiver

No waiver of any breach or failure to enforce any of the terms, conditions or covenants of the Contract shall be construed to be a waiver of any succeeding breach of the same or similar provision of the Contract.

Section 15.10 No Personal Liability

No official, officer, employee or agent of the Owner shall in any way be personally liable or responsible for any covenant or agreement herein contained, whether expressed or implied, or for any statement, representation or warranty made in connection with the Contract.

Section 15.11 Contract Modification

The Contract represents the entire and integrated agreement between the Owner and the Design-Build Team and supersedes prior negotiations, representations or agreements, either written or oral, made by either party. The Contract may only be amended by a Modification.

ATTACHMENT 4
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name The Whiting-Turner Contracting Company
Address 6720 Via Austi Pkwy, Ste. 300 Las Vegas, NV 89119
Telephone 702-650-0700
EIN or DUNS **00-695-0604**

Block 2 **Description**
Lead Contractor
RFP# 09.15341.19-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 OF OFFICERS		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

Paul Schmitt 9/3/2010
Date

Subscribed and sworn to before me this 3 day of September, 2010

Jeanne M Anderson Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JEANNE M. ANDERSON
Appt. No. 98-4587-1
My Appt. Expires Sept. 12, 2010

THE WHITING-TURNER CONTRACTING COMPANY
BOARD OF DIRECTORS / OFFICERS

NAME	TITLE	HOME ADDRESS
Willard Hackerman	President/Treasurer	1 SLADE AVE BALTIMORE MD 21208
Charles Allen Irish	Senior Executive Vice President/Secretary	431 BEN OAKS DR W SEVERNA PARK MD 21146
Stephen Patrick Duffy	Executive Vice President	11557 MANORSTONE LANE COLUMBIA MD 21044
William Daniel White	Executive Vice President	2103 FOX TRAIL COURT REISTERSTOWN MD 21136
Daniel Mark Bauer	Senior Vice President	32 WOODLAND HILLS ROAD SOUTHBURY CT 06488
Leonard Anthony Cannatelli, Jr.	Senior Vice President	1963 PORT EDWARD PL NEWPORT BEACH CA 92660
Gino John Gemignani, Jr.	Senior Vice President	5702 DOWNING PLACE BALTIMORE MD 21212
Gary Wayne Hall	Senior Vice President	3822 MARCUS CT MONKTON MD 21111
Anthony Gerard Moag	Senior Vice President	1844 CIRCLE ROAD BALTIMORE MD 21204
Frank Reynolds Palmer IV	Senior Vice President	11820 MAYS CHAPEL RD TIMONIUM MD 21093
Timothy James Regan	Senior Vice President	10 TWINLEAF COURT HUNT VALLEY MD 21030
Robert Lawrence Ryan	Senior Vice President	908 EAST SEMINARY AVENUE TOWSON MD 21286
Richard Lee Vogel Jr.	Senior Vice President	10061 CAPE ANN DR COLUMBIA MD 21046
Chyrl Ann Neus	Assistant Secretary	4222 LYNHURST RD BALTIMORE MD 21222

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: DAN TARWATER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to renew the contract with Sun Life for stop loss insurance ($482,170 – Self-Insurance Internal Service Fund)

Fiscal Impact

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

Amount: $482,170
Funding Source: Self Insurance Internal Service Fund
Dept./Division: Human Resources/Insurance Services

PURPOSE/BACKGROUND:
The Consumer Driven Health Plan (CDHP) is a partially self funded plan. Stop loss insurance is obtained to limit the exposure on a claims perspective. The proposed net increase over 2010 is 13%. This renewal is reflective of potential large claims for 2011 as well as the changes to the health insurance plan as mandated by the Health Insurance Reform Act. Sun Life is the current stop loss provider. This request would continue the relationship with Sun Life.

RECOMMENDATION:
Approve to allow to contract with Sun Life for stop loss insurance.

BACKUP DOCUMENTATION:
1. Rate Comparison
2. Lockton Memo 2011

GROUP: City of Las Vegas
EFFECTIVE DATE: January 1, 2011

SPECIFIC STOP LOSS		Current	Renewal	Option 1	Option 2	Option 3	Option 4
CARRIER:		SunLife	SunLife	Zurich	ING	Optum	Chartis
Carrier Rating:		A++	A++	A	A	A	A
TPA:		Cigna	Meritain	Meritain	Meritain	Meritain	Meritain
PPO Network:		Cigna	Beechstreet	Beechstreet	Beechstreet	Beechstreet	Beechstreet
UR Vendor:		Cigna	Meritain	Meritain	Meritain	Meritain	Meritain
Specific Benefits Included:		Med + Rx	Med + Rx	Med + Rx	Med + Rx	Med + Rx	Med + Rx
Plan Lifetime Maximum:		$ 5,000,000	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Lifetime Maximum Reimbursement:		$ 4,750,000	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Annual Maximum Reimbursement:		$ 4,750,000	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Specific Deductible:		$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000
Specific Contract:		12/15	12/15	12/15	12/15	12/15	12/15
57	Single Premium	$ 28.70	$ 32.43	$ 46.51	$ 45.92	$ 57.40	$ 47.36
82	Family Premium	$ 28.70	$ 32.43	$ 46.51	$ 45.92	$ 57.40	$ 47.36
239	Composite	$ 28.70	$ 32.43	$ 46.51	$ 45.92	$ 57.40	$ 47.36
Monthly Specific Premium		$ 35,559.30	$ 40,180.77	$ 57,625.89	$ 56,894.88	$ 71,118.60	$ 58,679.04
Annual Specific Premium		$ 426,711.60	$ 482,169.24	$ 691,510.68	$ 682,738.56	$ 853,423.20	$ 704,148.48
% Difference			13.00%	62.06%	60.00%	100.00%	65.02%
Disclosure Status			Firm Offer	Firm - Laser: [illegible] Transplant Only	Pending Large Claim Review	Pending Large Claim Review	Pending Large Claim Review

TOTAL REINSURANCE EXPENSE							
Annual Fixed Premium	$ 426,711.60	$ 482,169.24	$ 691,510.68	$ 682,738.56	$ 853,423.20	$ 704,148.48
% Difference		13.00%	62.06%	60.00%	100.00%	65.02%
Maximum Cost Liability	$ 426,711.60	$ 482,169.24	$ 691,510.68	$ 682,738.56	$ 853,423.20	$ 704,148.48
% Difference		13.00%	62.06%	60.00%	100.00%	65.02%

LOCKTON®

MEMO

DATE: November 18, 2010

TO: Vicki Robinson, City of Las Vegas

FROM: Tanna Prince

SUBJECT: 2011 Stop Loss Renewal

The annual renewal analysis for the medical stop-loss policy has been completed. Quotes were obtained from five carriers: incumbent SunLife, Zurich, ING, Optum and Chartis. The attached stop-loss analysis shows each carrier's AM Best rating and rates for a $250,000 deductible.

Aside from the incumbent, all carriers presented non-competitive proposals with rate increases ranging from 62% - 100%. Incumbent SunLife proposes a 13% increase with no caveats for pending large claims or lasers on specific employees.

Given that SunLife has an A++ AM Best rating, are a known entity and are offering the lowest renewal increase, we recommend placing the City's stop-loss coverage with SunLife for 2011.

Please contact me with any questions.

8430 W. Lake Mead Blvd., Ste. 100
Las Vegas, NV 89128
Phone: (702) 641-4531

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: LEISURE SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval to accept $132,000 donation from Zappos Inc., to the City of Las Vegas to fund the Corporate Challenge Sporting Event for 2011 - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $132,000
Funding Source:
Dept./Division: Leisure Services

PURPOSE/BACKGROUND:
Given the economic downturn and budget constraints, the city was not going to be able to fund the 2011 Corporate Challenge sporting event. Because the event has made significant impacts to the community and successful opportunities for participating companies, the Zappo Family is graciously donating $132,000 to the city of Las Vegas, specifically earmarked to fund the Corporate Challenge in 2011. They do not want to be a sponsorship of the event, but rather a donation for the purpose of helping our community.

RECOMMENDATION:
Staff recommends City Council approval of the donation.

BACKUP DOCUMENTATION:
1. Letter of Intent from Zappos CLT, INC
2. ZAPPOS Donation Agreement for the 2010 Corporate Challenge

October 25, 2010

To Whom It May Concern:

A few weeks ago we were notified that the City of Las Vegas would be canceling the 2011 Corporate Challenge for budgetary reasons. We were extremely disappointed because the event is great for the community, and great for each company that participates. We would like to see the Corporate Challenge take place in 2011.

Subject to working out a mutually agreeable written agreement, the Zappos Family would like to donate $132,000 to the City of Las Vegas to be specifically earmarked to fund the Corporate Challenge in 2011. We would like to submit the donation this calendar year, closing December 31st, 2010. We do not want this to be a sponsorship of the event, but rather a donation for the purpose of helping our community. If there is money remaining from the donation after revenue is generated from registration fees, we would like to have flexibility built into the agreement that will allow us to determine what should happen to any leftover funding.

We appreciate your consideration, and look forward to participating in a successful 2011 Corporate Challenge!

Rob Siefker
Director of Zappos CLT

ZAPPOS DONATION AGREEMENT FOR THE 2011 CORPORATE CHALLENGE

THIS ZAPPOS DONATION AGREEMENT FOR THE 2011 CORPORATE CHALLENGE (this "Agreement") is made and entered into this _____ day of November, 2010 (the "Effective Date"), by and between Zappos.com, Inc. (the "Donor"), a Delaware corporation, and the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada.

RECITALS

WHEREAS, the City is the sponsor of that certain sports competition event with some of the major corporate employers in the community, which event is commonly known and referred to as "Corporate Challenge"; and

WHEREAS, Corporate Challenge is an Olympic style sporting event consisting of individual employees and teams comprised of employees entering various designated sporting events for the purpose of winning those events on behalf of their employer; and

WHEREAS, due to economic downturn in the Las Vegas Valley, and the fiscal impact that such economic downturn has had upon governmental entities in the State of Nevada, the City is not financially able to sponsor the 2011 Corporate Challenge; and

WHEREAS, Donor, recognizing the benefit that is provided to employees of the City and the various corporate employers, desires to make a contribution to the City to be used to financially support the sponsorship of the 2011 Corporate Challenge; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of setting forth their respective obligations concerning the financial contribution of the Donor to the City, which will be used for the 2011 Corporate Challenge.

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

1. Contribution. On or before the deadline set forth in Section 2 below, Donor agrees to donate and give to the City, subject to the conditions set forth in Section 3 below, the sum of One Hundred Thirty-Two Thousand Dollars ($132,000) (the "Donation"). Notwithstanding the Donation made herein, the City's acceptance of the Donation shall not obligate it to proceed with the 2011 Corporate Challenge, or to preclude its right to terminate this Agreement as provided in Section 5 below.

2. Donation Deadline. Donor agrees to make the Donation to the City within thirty (30) calendar days after the Effective Date of this Agreement. The Donation shall be made in the form of a check made payable to the City of Las Vegas, which shall be delivered to the City on or before the aforementioned deadline.

3. Conditions of the Donation. By accepting the donation, the City agrees to the following conditions:

a. The Donation shall be used by the City for the purpose of paying staffing expenses, professional service fees and the costs of supplies, which expenses the City anticipates will be incurred by it in connection with holding the 2011 Corporate Challenge.

b. Any recognition of the Donation made by the Donor, if so desired by the Donor, will be agreed to by the parties subsequent to the execution of this Agreement.

c. The Donation will be deposited into a Special Revenue Account established by the City, and shall not comingled with the City's General Fund, or any other separate account established for purposes of the 2011 Corporation Challenge. A record of the disbursement made from the Special Revenue Account will be maintained by the City, and the Donor shall have access to such records if a written request is made by the Donor to the City.

e. The parties hereto anticipate that the 2011 Corporate Challenge will be held during the following period of time: March 23, 2011 through June 4, 2011. The City reserves the right to modify those dates with the need to amend this Agreement.

f. The City agrees that the events and format of the 2011 Corporate Challenge shall be substantially similar, although need not be identical to, the 2010 Corporate Challenge.

4. Surplus Funds. If, after payment of the expenses related to 2011 Corporate Challenge, there is an unexpended balance of the Donation, the City will retain the balance for use in connection with future Corporate Challenge events, unless the Donor requests in writing the return of the unexpended balance of the Donation to the Donor

5. Right of Termination. The City reserved the right to cancel the 2011 Corporate Challenge for any reason whatsoever (including no reason). In the event that the City elects to cancel 2011 Corporate Challenge, the City agrees to return the Donation to the Donor within 30 days after such decision has become final.

6. Notices. Any communications or notices which are given by either party under this Agreement shall be made to the person at the addresses set forth below:

To the Donor: ZAPPOS.COM, INC.
2280 Corporate Circle Drive, Suite 100
Henderson, Nevada 89074
Attn: Legal Department

To the City: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: _____

7. Assignment. Neither party may assign this Agreement without the prior written consent of the other party except that Donor may assign this Agreement to any entity that controls, is controlled by or is under common control with Donor.

8. Governing Law. This Agreement shall be governed by Nevada law, without regard to its conflict of law provisions.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior arrangements, whether written or verbal.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first set forth above.

CITY OF LAS VEGAS

Elizabeth N. Fretwell, Date
City Manager

ZAPPOS.COM, INC.

11/12/10

Fred Mossler Date

ATTEST:

Beverly K. Bridges, MMC Date
City Clerk

Approved as to form:

Robert S. Sylvain 11-18-10

Robert S. Sylvain, Date
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PUBLIC WORKS
DIRECTOR: JORGE CERVANTES ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an encroachment request from Artemus W. Ham, III, owner (506 Fremont Street,) - Ward 5 (Barlow)

Fiscal Impact

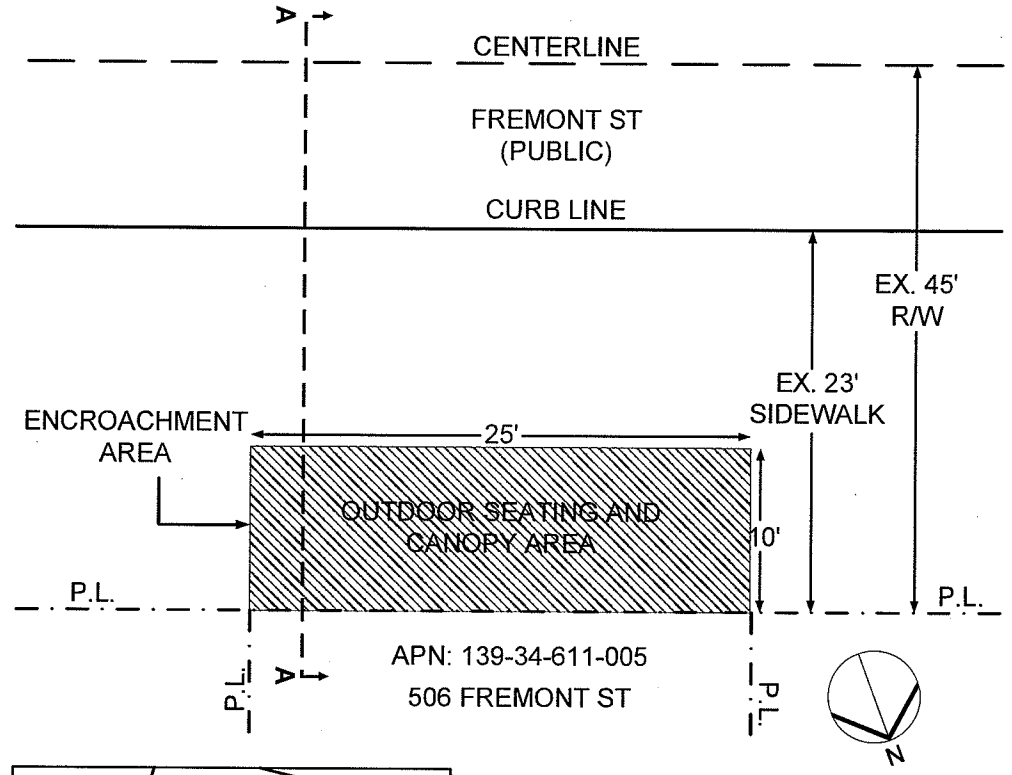
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

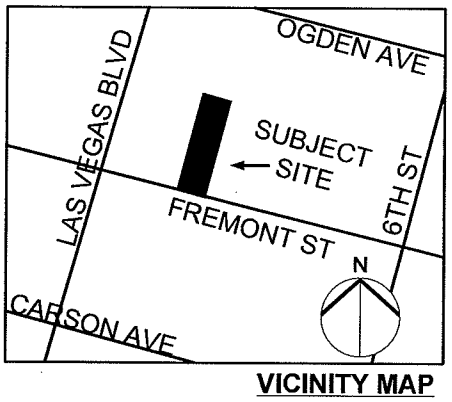
PURPOSE/BACKGROUND:
This request consists of two canopies and outdoor seating located on the south side of the building for Maharaja Hookah Cafe. The existing canopy is a cantilever canopy and the addition is a pitched roof design constructed of wood and will be located above the existing canopy. The canopies are approximately 10 feet above the sidewalk and will protrude approximately 10 feet into the public right of way. The outdoor seating, as described in the Las Vegas Downtown Centennial Plan will be used during business hours and brought indoors during non-business hours for storage. The outdoor seating will consist of furnishings placed in a designated area adjacent to the building approximately 7 feet into the public right of way under the canopy.

RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

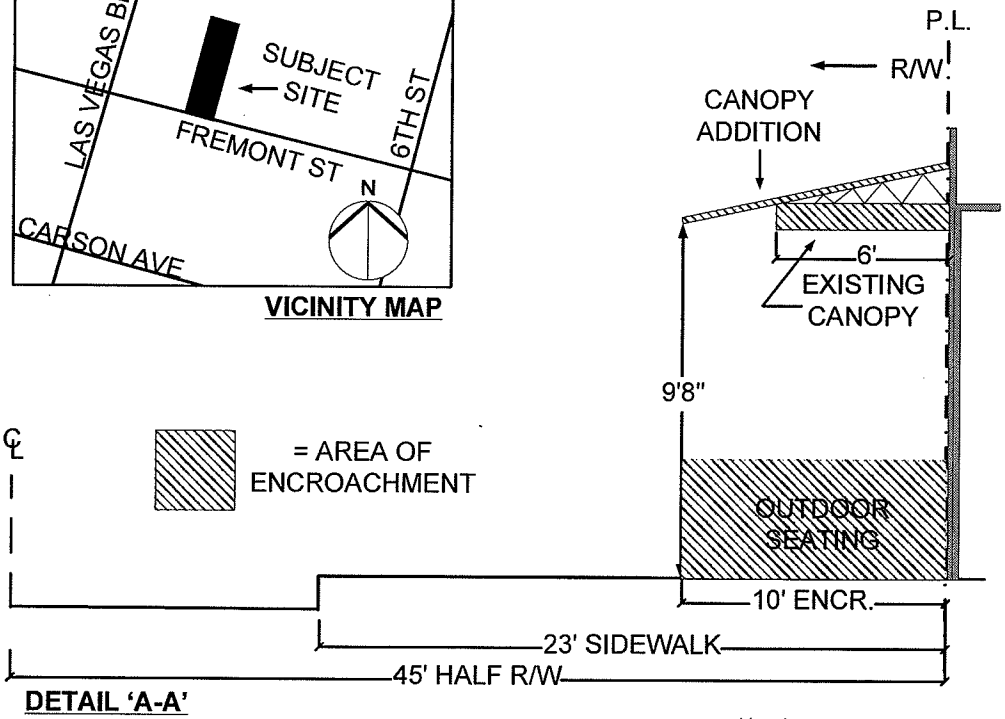
BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (506 Fremont Street-Canopy & Outdoor Seating)

506 FREMONT STREET – CANOPIES AND OUTDOOR SEATING





VICINITY MAP



DETAIL 'A-A'

ENCROACHMENT EXHIBIT "A"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding the ratification of Candace Falder as Director of Finance and Business Services effective on or before January 1, 2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
Candace Falder is currently serving as Deputy Director of Finance and Business. Ms. Falder was hired in March 1998 as a Budget Manager and was promoted to Deputy Director in September 2005. Before joining the City of Las Vegas, Ms. Falder was the Cost Accounting Manager for Bechtel. Ms. Falder earned her Bachelor's Degree in Accounting from UNLV and is a Certified Public Accountant.

RECOMMENDATION:
Approve and ratify the appointment of Candace Falder to the position of Director of Finance and Business Services

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
ADMINISTRATIVE:

Discussion and possible action regarding a Disposition and Development Agreement for the sale and lease back of land and improvements at 400 Stewart Avenue and 221 North Las Vegas Boulevard totaling approximately 7.75 acres and a purchase option for vacant parcels northeast of Las Vegas Boulevard and Stewart Avenue totaling approximately 6.88 acres (APNs 139-34-501-003 and -011, -510-045, -512-001, -004, -005, -008, -009 to -015, -018 to -025, -034 to -039, -048, -050 to -053, -055 to -056, -099 and -100) (Contingent Liability, Not to Exceed $12,000,000 and Revenue of $25,000,000) – Ward 5 (Barlow)

Fiscal Impact

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

Amount: $12,000,000 and Revenue $25,000,000
Funding Source: Capital Project Fund and Public Safety
Dept./Division: Finance & Business Services

PURPOSE/BACKGROUND:
The purpose of the Disposition and Development Agreement (DDA) is to sell the existing City Hall building and garage, as well as, the Stewart Avenue Parking Garage and KCLV Studio building (City Hall Site) for $25 million to a developer for the benefit of an end user who will lease the entire City Hall Site for use as a corporate headquarters.

RECOMMENDATION:
Approval, subject to requirements for economic development exemption in NRS 268; appropriation of $12 million for funding a contingent liability of the DDA.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Disposition and Development Agreement – Final City Council Draft

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: CITY MANAGER'S OFFICE
ITEM DESCRIPTION: Disposition and Development Agreement for the sale and lease back of land and improvements at 400 Stewart Avenue and 221 North Las Vegas Boulevard

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The purpose of the Disposition and Development Agreement (DDA) is to sell the existing City Hall building and garage, as well as, the Stewart Avenue Parking Garage and KCLV Studio building (City Hall Site) for $25 million to a developer for the benefit of an end user who will lease the entire City Hall Site for use as a corporate headquarters. At close of escrow, the City will receive (a) $3 million in sale proceeds; and (b) $22M in promissory note obligations, payable over a 30-year term and subordinate to an $18 million Senior Loan for capital and tenant improvements to the City Hall Site. The DDA allows for: (1) the City to lease 170,000 square feet of space it currently occupies on the City Hall Site for a $1.00 per year until March of 2012; and, (2) a purchase option to the developer for parcels of vacant land on which it can develop new office space in order to allow the end user to expand its corporate headquarters creating new job opportunities for residents of the City. The DDA approval is subject to the City considering, during the developer's due diligence period, a resolution finding that the proposed sale would meet the economic development exemption per NRS 268. Pursuant to NRS 268.910, the names of developer and end user have been withheld and will be disclosed at the City Council meeting considering the DDA.

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into effective as of December 1, 2010 (the "*Effective Date*"), being the date of approval of this Agreement by the City Council of the City of Las Vegas, Nevada (the "*City Council*"), by and between the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada (the "*City*"), and _____, a _____ limited liability company ("*Developer*"). The City and Developer are individually and collectively referred to herein as "*Party(ies*)".

WITNESSETH:

A. WHEREAS, the City desires to sell to Developer, and Developer desires to purchase from the City, the land and improvements described on Exhibit "A" attached to this Agreement (the "*Site*"), which is used and occupied *inter alia* by the City as City Hall, related north and south parking garages and KCLV TV Studio.

B. WHEREAS, in addition to the sale and purchase of the Site as provided for in this Agreement, the City desires to lease-back from the Developer, and the Developer is willing to lease to the City, substantially all of the Site for the use and enjoyment by the City in its "as-is, "where-is" physical condition existing as of the Close of Escrow provided for hereunder.

C. WHEREAS, in addition to the sale and purchase, and lease-back, of the Site as provided for in this Agreement, the City desires to grant to Developer, and Developer desires to acquire from the City, the right and option (the "*Option*") to acquire the parcels of land more fully described on Exhibits "D" attached to this Agreement (individually and collectively, the "*Option Parcel(s)*").

D. WHEREAS, the City and Developer mutually desire to enter into this Agreement to set forth the provisions pursuant to which the Site shall be sold to and acquired by Developer and thereupon leased back to the City, and the Option with respect to the Option Parcels granted to and acquired by Developer.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending legally to be bound hereunder, hereby agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose of Agreement. The purpose of this Agreement is to effectuate job creation and economic benefit for the City. The sale of the Site and the Option Parcels pursuant to this Agreement and the fulfillment generally of this Agreement are: in the vital and best interests of the City, and the health, safety, morals and welfare of its residents; for economic development within the City, including the establishment of new commercial enterprises and facilities; and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.2 Definitions.

"*Agreement*" has the meaning set forth in the preamble to this Agreement.

"*Assignment and Assumption*" means the assignment and assumption agreement in form and substance of Exhibit "N" attached hereto whereby City shall assign to Developer and Developer shall assume the Lease on the Closing Date.

"*Cash Balance Due*" has the meaning set forth in Section 6.1(c).

"*City*" has the meaning set forth in the preamble to this Agreement.

"*City Council*" has the meaning set forth in the preamble to this Agreement.

"*City Disclosure Documents*" has the meaning set forth in Section 9.3.

"*City Indemnified Party(ies)*" has the meaning set forth in Section 9.6.

"*City Lease-Back*" has the meaning set forth in Section 8.

"*Close of Escrow*" means the time when Escrow Agent shall have recorded all of the instruments to be recorded as set forth in Section 13.4.

"*Closing Date*" means the later of (i) November 15, 2011 or (ii) twenty (20) days following the date that the Las Vegas Metropolitan Police Department vacates and site and written notice thereof shall have been given by the City to the Developer (subject, however, to Section 10.1(h)).

"*Conditions Precedent*" has the meaning set forth in Section 10.1.

"*Control Requirement*" has the meaning set forth in Section 3.3(a).

"*Cordish Agreements*" means (i) that certain Exclusive Negotiation Agreement made and entered into by and between the City and The Cordish Companies, Inc., a Maryland corporation, dated as of November 4, 2009 with respect to the Site and the Option Parcels, as amended by First Amendment dated as of November 17, 2010 (together the "*Cordish/ City Hall ENA*"), and (ii) that certain Exclusive Negotiation Agreement between City Parkway VI, Inc., a Nevada nonprofit corporation, and Office District Parking I, Inc., a Nevada nonprofit corporation, the City, and LV Entertainment Development, a Maryland limited liability company, as developer, with respect to certain real property located within the master planned development known as Symphony Park (the "*Cordish/Symphony Park ENA*").

"*Corporate Campus Plan*" has the meaning set forth in Section 10.1(f)(viii).

"*Deposit(s)*," "*Initial Deposit*," "*Additional Deposit(s)*" and "*Extension Deposit(s)*" have the respective meanings set forth in Sections 5.1 and 9.1.

"*Developer*" means [TO BE INSERTED UPON CITY COUNCIL APPROVAL], a _____ limited liability company, and its permitted nominee, assignee or successor in interest as permitted in this Agreement.

"*Due Diligence Authorized Parties*" has the meaning set forth in Section 9.1.

"*Due Diligence Period*" has the meaning set forth in Section 9.1.

"*Due Diligence Investigations*" means all assessments, inspections, investigations and other studies of the economic viability of the Transactions and/or the legal compliance, environmental and/or physical condition of the Site and/or the Option Parcels, including, without limitation, conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments; architectural, electrical, and civil, mechanical and structural, inspections, investigations, surveys and studies; core sampling and plate x-rays; fire safety, insurance and legal compliance inspections, investigations and studies.

"*Earnest Money Deposit*" has the meaning set forth in Section 5.1.

"*End User*" and "*End User Lease*" have the respective meanings set forth in Section 10.2(e).

"*End User Employee Certification*" means a written certification made by the End User, by and through its president, a Vice President or other authorized officer that: (i) the End User satisfies the End User Employee Requirement as of the date specified, and (ii) the individual executing such certification has been duly authorized to execute and deliver such certification.

"*End User Employee Requirement*" means the requirement that the End User locate no less than seven hundred fifty (750) full-time employees at the Site within six (6) months of the delivery of the entirety of the Site to the End User pursuant to the terms of the End User Lease. The Parties acknowledge that, in accordance with the Option Agreement, the End User Employee Requirement shall again be imposed as a condition to the first exercise (but only the first exercise) of the Option.

"*End User Liquidated Damages Provision*" means a liquidated damages provision to be contained within the End User Lease and providing for liquidated damages of no less than Ten Million Dollars ($10,000,000) for the benefit of the Developer, as landlord, in the event of a tenant wrongful repudiation of lease and refusal to accept possession of the Site after the vacation by the City of the entirety of the Site and provided, however, that the City so vacates the entirety of the Site timely in strict accordance with the terms of the City Lease-Back, time being of the essence.

"*Effective Date*" has the meaning set forth in the preamble to this Agreement.

"*Environmental Claim*" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, investigations, proceedings or written notices of noncompliance, liability or violation by any person or entity (including any governmental or regulatory authority) alleging potential liability (including, without limitation, potential responsibility or liability for enforcement, investigatory costs, cleanup costs, governmental response costs, removal costs, remedial costs, natural resources damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (a) the presence, or release or threatened release into the environment, of any Hazardous Substance; (b) circumstances forming the basis of any violation, or alleged violation, of any environmental law; or (c) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the presence or release of any Hazardous Substance.

"*Environmental Law*" means any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and NRS Chapter 459.

"*Escrow*" has the meaning set forth in Section 5.1.

"*Escrow Agent*" has the meaning set forth in Section 5.1.

"*Fee Option Parcel(s)*" has the meaning set forth in Section 2.2.

"*Hazardous Substance*" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by products (including crude oil or any fraction thereof) and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant under, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

"*Lender Title Policy*" has the meaning set forth in Section 14.4(b).

"*Liabilities*" means any and all liens, demands, liabilities, actions, causes of action, judgments, costs, claims, damages, suits, losses and expenses, penalties, fines or compensation whatsoever, direct or indirect (including reasonable legal fees, expert witness fees, and court, mediation, arbitration and administrative costs and expenses).

"*Liquidated Damages Disclosure*" has the meaning set forth in Section 10.2(e).

"NDOT Leases" means those leases between the City and the Nevada Department of Transportation identified on Exhibit "C".

"*Non-Foreign Transferor Declaration*" has the meaning set forth in Section 13.2(a)(vii).

"*Option*" has the meaning set forth in the recitals to this Agreement.

"*Option Agreement*" has the meaning set forth in Section 7.1.

"*Option Base Square Foot Price*" has the meaning set forth in Section 7.2.

"*Option Parcels*" has the meaning set forth in the recitals to this Agreement and Section 7.2.

"*NRS*" means Nevada Revised Statutes, as amended from time to time.

"*Party(ies)*" has the meaning set forth in the preamble to this Agreement.

"*Purchase Money Deed of Trust*" has the meaning set forth in Section 6.1.

"*Purchase Money Documents*" has the meaning set forth in Section 6.1.

"*Purchase Money Note(s)*" has the meaning set forth in Section 6.1.

"*Purchase Price*" has the meaning set forth in Section 4.

"*Recorder's Office*" means the Office of the Recorder of Clark County, Nevada.

"*Releasing Parties*" has the meaning set forth in Section 9.5(a).

"*ROW Vacation(s)*" has the meaning set forth in Section 2.2.

"*SDR Approval*" has the meaning set forth in Section 10.1(f)(viii).

"Site" has the meaning set forth in the recitals to this Agreement and Section 2.1.

"*Title Policy*" has the meaning set forth in Section 14.4(a).

"*Transaction Documents*" means this Agreement, the Purchase Money Documents, the Option Agreement and the City Lease-Back, and all other written instruments to be delivered by either Party to or for the benefit of the other hereunder and thereunder.

"*Transactions*" means the transactions contemplated under this Agreement, including with specificity but not limitation, the sale and acquisition of the Site, the Option of the Option Parcels and the City Lease-Back, each as provided for hereunder.

"*Transfer*" and "*Permitted Transfer*" have the respective meanings set forth in Section 3.3.

"*US Bank Lease*" means that certain space lease dated May 7, 2003, as amended November 5, 2003, between the City and U.S. Bank.

2. THE SITE AND OPTION PARCELS.

2.1 The Site. The "*Site*" is more fully described on Exhibit "A" attached hereto, includes all improvements thereon and appurtenances and benefits thereto, and is comprised of (i) APN 139-34-501-003 consisting of approximately 6.58 acres of land with an approximate 274,000 SF improved office building and 305 stall structured garage located at 400 Stewart Avenue, Las Vegas, Nevada 89101, and (ii) APN 139-34-510-045 consisting of approximately 1.19 acres of land with a 649 space stall structured garage, and KCLV TV Studio, together located at 221 N. Las Vegas Boulevard, Las Vegas, Nevada 89101.

2.2 The Option Parcels. The "*Option Parcels*" include all improvements thereon and appurtenances and benefits thereto, and are comprised of (i) those parcels of land owned in fee simple by the City and listed on Exhibit "D-1" attached to this Agreement (individually and collectively, the "*Fee Option Parcel(s)*") and (ii) the rights-of-way to be vacated as provided for in this Agreement (individually and collectively, the "*ROW Vacation(s)*"), comprised of N. 7th Street bounded by E. Mesquite and E. Stewart Avenues, and the alley between N. 6th and N. 7th Streets bounded by E. Mesquite and E. Stewart Avenues, each in Las Vegas, Nevada 89101, and depicted on Exhibit "D-2" attached to this Agreement.

3. PARTIES TO THE AGREEMENT

3.1 The City. Prior to the Closing Date and during the term of occupancy of the City under the City Lease-Back, the offices of the City are and will be located at 400 Stewart Avenue, Las Vegas, Nevada 89101. The City shall not assign any interest in or delegate any obligation under this Agreement to any party, and any purported assignment in violation of the foregoing prohibition shall be void at the election of Developer.

3.2 Developer. Developer is _____, a _____ limited liability company. Developer's principal office is located at _____. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Developer warrants that it has disclosed, on the form attached hereto as Exhibit "E", all principals, including partners or members, of Developer, as well as all persons and entities holding more than one percent (1%) interest in Developer or any principal, partner or member of Developer. Pending the Closing Date, Developer shall provide the City with written notification of any material change in the above disclosure within thirty (30) days of any such change.

3.3 Assignments and Transfers. The qualifications and identity of Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with Developer. Developer and the City agree that:

(a) Except as expressly set forth herein, pending the Closing Date, Developer shall not directly or indirectly encumber, transfer convey and/or assign all or any part of this Agreement or the ownership interests in Developer (in any instance a "*Transfer*"), without the prior written approval of the City, which approval may be withheld at the City's sole

discretion. Notwithstanding the foregoing, the City hereby approves, and Developer shall have the unilateral right without the requirement of prior written approval by the City, to effect any of the following Transfers (individually and collectively, "*Permitted Transfer(s)*"): (A) an assignment of this Agreement or the transfer, encumbrance or other conveyance (direct or indirect) of any interest in Developer, provided, that, after giving effect to such Transfer, [TO INSERT UPON CITY COUNCIL APPROVAL] (and/or any entity(ies) owned and controlled in its entirety by [TO INSERT UPON CITY COUNCIL APPROVAL]) has (1) a direct or indirect material economic interest of at least fifty-one percent (51%) equity holding in the Developer and (2) day-to-day operating control as managing partner or managing member in the Developer (it being agreed that the existence of major decision approval rights granted to any other partner(s), member(s), class(es) or other persons, directly or indirectly, shall not defeat or impair the existence of operating control required hereunder) (the foregoing requirements of clauses (1) and (2), together the "*Control Requirement*"), provided, that, any funding payable in connection with such Permitted Transfer shall be used exclusively to reimburse the Developer for any costs and expenses incurred or to be incurred by the Developer in furtherance of the Transactions (including, legal and consulting costs and expenses, lender commitment fees, advances and costs and amounts payable hereunder) or as a commitment for projected future financial needs of the Transactions, and/or (B) Transfers (direct or indirect) in connection with the Senior Loan (as permitted under the Purchase Money Financing), including, without limitation a pledge of this Agreement and/or a mezzanine pledge of the equity interests of the Developer (or any upper tier(s) of the Developer), and/or (C) any Transfer or change in control due to the death or disability of [TO INSERT UPON CITY COUNCIL APPROVAL]. Developer promptly shall provide the City with written notice of any Permitted Transfer as well as the written assumption by any transferee successor Developer of the Developer's obligations under this Agreement and the other of the Transaction Documents (including without limitation the provisions of this Section 3.3) Any purported Transfer, voluntary or involuntary, made in violation of this Section 3.3 without the prior written approval of the City shall be void at the election of the City.

(b) The City shall have ten (10) days after Developer in writing requests the approval of the City to any proposed Transfer requiring the prior approval of the City hereunder in writing to request from the Developer such information respecting such Transfer and/or the proposed transferee as may be reasonable in order that that the City may make an informed approval decision, and any failure of the City to make such request (or request any specified information) during such 10-day period conclusively shall constitute a waiver by the City therefor. The City shall have thirty (30) days after Developer delivers the information requested by the City as provided for in the preceding sentence (or, if the City shall be deemed to have waived such right of request, thirty (30) days after the date Developer shall have so requested approval of any proposed Transfer), within which to review and approve such Transfer. Any failure of the City to disapprove any proposed Transfer in writing within such thirty (30) day time period conclusively shall constitute approval thereof by the City unless approval of the City Council is required, in which case the time for such approval will be extended in order to comply with the required and customary procedures for obtaining approval of the City Council.

4. ACQUISITION OF THE SITE AND PURCHASE PRICE. City agrees to sell, and Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Twenty-Five Million Dollars ($25,000,000) (the "*Purchase*

Price"), is to be credited with the full amount of the Earnest Money Deposit, is subject to adjustment as provided in this Agreement, and is payable at the Close of Escrow in accordance with the provisions of Section 6.

5. OPENING OF ESCROW AND DEPOSITS.

5.1 Earnest Money Deposit; Initial Deposit and Additional Deposit(s). Within three (3) business days after the Effective Date, Developer shall deposit in an escrow account ("*Escrow*") with Chicago Title Agency of Nevada, 3993 Howard Hughes Parkway, Suite 120, Las Vegas, Nevada 89169, Attention: Jennifer Reinink, Escrow Officer, as escrow agent ("*Escrow Agent*"), the sum of One Hundred Thousand Dollars ($100,000) as the initial earnest money deposit under this Agreement [(the "*Initial Deposit*"). If Purchaser shall not terminate this Agreement as of the expiration of the Due Diligence Period (as the same may be extended under Section 9.1), then, commencing on the first day of the calendar month following the date of expiration of the Due Diligence Period, and continuing on the first day of each succeeding calendar month pending the Closing Date, Purchaser shall deliver to the Escrow Agent, and the Escrow Agent thereupon shall release to and as in writing directed by the City, good funds in the amount of Fifty Thousand Dollars ($50,000) each, as additional earnest money deposit hereunder (individually and collectively the "*Additional Deposit(s)*"). As used in this Agreement, the term "Earnest Money Deposit" shall mean, collectively, the Initial Deposit and, if and when paid, any Additional Deposit(s) and/or any Due Diligence Extension Deposit(s) paid under Section 9.1, together with all interest and/or other income earned thereon from time to time and all proceeds thereof. The Earnest Money Deposit shall be held, invested, applied and released in accordance with Section 13.6 and the remaining terms of this Agreement, and shall be credited against the Purchase Price at the Close of Escrow.

5.2 Opening of Escrow and Escrow Instructions; Escrow Agent. This Agreement constitutes the joint escrow instructions of the City and Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. The City and Developer shall provide such additional escrow instructions consistent with this Agreement as reasonably may be requested. The Escrow Agent hereby is empowered to act under this Agreement, and, written acceptance of the provisions of this Section 5.2 and Section 13 to be delivered to the City and to Developer after the opening of the Escrow, shall carry out its duties as Escrow Agent hereunder. City and Developer hereby (i) release the Escrow Agent from and against any liability to the City or Developer hereunder except for fraud, gross negligence or willful misconduct, (ii) authorize the Escrow Agent to rely upon any signature, notice, demand, waiver, consent or other instrument believed by the Escrow Agent to be genuine, and, (iii) in the event of a dispute between the City and Developer respecting the proper disposition of the Earnest Money Deposit, authorize the Escrow Agent to pay the same into the registry of any court asserting jurisdiction over this Agreement.

6. PAYMENT OF THE PURCHASE PRICE.

6.1 Payment of the Purchase Price. The Purchase Price, as the same may be adjusted under this Agreement, shall include the Earnest Money Deposit, shall be subject to adjustment as otherwise provided for under this Agreement, and shall be due and payable to the City upon the Close of Escrow as follows:

(a) The sum of Seventeen Million Dollars ($17,000,000) shall be paid by Developer by its execution and delivery of a purchase money note upon the payment terms and provisions set forth in, and otherwise in form and in substance of, the Purchase Money Promissory Note [$17,000,000] attached to this Agreement as Exhibit "F-1";

(b) The sum of Five Million Dollars ($5,000,000) shall be paid by Developer by its execution and delivery of a purchase money note upon the payment terms and provisions set forth in, and otherwise in form and in substance of, the Purchase Money Promissory Note [$5,000,000] attached to this Agreement as Exhibit "F-2"; and

(c) The entirety of the remaining balance of the Purchase Price, after deduction of the preceding purchase money obligations and the Earnest Money Deposit, and after adjustment as otherwise provided for under this Agreement, including Developer's closing expenses as set forth in Section 13.2 (such balance, after such deduction, credit and adjustments, the "*Cash Balance Due*"), shall be paid into Escrow by Developer in immediately available funds.

The Parties acknowledge that the purchase money notes described above in clauses (a) and (b) (individually and together, the "*Purchase Money Note(s)*") are to be secured by the lien of a deed of trust in form and in substance of Exhibit "G" (the "*Purchase Money Deed of Trust*") to be executed and delivered by Developer for the benefit of the City upon the Close of Escrow. The Parties further acknowledge and hereby agree that the terms and provisions of the Purchase Money Notes and the Purchase Money Deed of Trust attached respectively as Exhibits "F" and Exhibit G (collectively, the "*Purchase Money Documents*") have been fully negotiated between the Parties and are not subject to waiver, change or modification in any respect prior to or in connection with the Close of Escrow except by a written instrument duly executed and delivered by the City and Developer in their respective sole discretion. The Parties further acknowledge that any waiver, change or modification to the Purchase Money Documents from and after the Close of Escrow is and shall be governed by the terms and provisions of the Purchase Money Documents and not this Agreement. Notwithstanding any provision to the contrary herein, the Purchase Money Documents shall be issued to and for the benefit of a non-profit corporation to be organized by and controlled by the City and designated timely prior to closing.

7. OPTION; OPTION PRICE.

7.1 Option Agreement. As additional consideration to Developer hereunder, and as a material inducement to Developer to execute and deliver this Agreement, upon the Close of Escrow, the City shall execute and deliver to and for the benefit of Developer the Option to acquire the Option Parcels for an option price to be determined as set forth in Section 7.2 and otherwise upon the terms and conditions set forth in, and in form and in substance of, that certain Option Agreement attached to this Agreement as Exhibit "H" (the "*Option Agreement*"). The Parties acknowledge and hereby agree that the terms and provisions of the Option Agreement attached as Exhibit "H" have been fully negotiated between the Parties and are not subject to waiver, change or modification in any respect prior to or in connection with the Close of Escrow except by a written instrument duly executed and delivered by the City and Developer in their respective sole discretion. The Parties further acknowledge that any waiver,

change or modification to the Option Agreement from and after the Close of Escrow is and shall be governed by the terms and provisions of the Option Agreement and not this Agreement.

7.2 Option Price. The Parties acknowledge that Section 2 of the Option Agreement provides for an option purchase price for any Option Parcel to be based upon a per square foot agreed upon amount and then computed based upon the surveyed square footage of such Option Parcel, and further acknowledge that such square foot base amount appears as a blank in the Option Agreement to be completed by the Developer, and shall be determined during the term of this Agreement by appraisal of the fair market value of the Option Parcels as of the Effective Date as determined as provided for in this Section 7.2. For purposes of the foregoing, the fair market value of the Option Parcels as of the Effective Date shall be the appraised fair market value of the Option Parcels as of the Effective Date based upon the blended (meaning arithmetic average) square foot purchase price that would be paid by a willing purchaser to a willing seller in an arms length transaction for the acquisition of the Option Parcels, taking into account the existing size and configuration of the Option Parcels and making the following assumptions: (a) that there are no improvements on any of the Option Parcels, (b) that the City Council shall issue an order of vacation of the ROW Vacations and thereafter shall vacate the same within no longer than a six (6) month period, (c) that use of the Option Parcels affirmatively shall be prohibited from gaming and casino use, (d) that neither the Transactions provided for in this Agreement or any real property(ies) acquired or to be acquired by or on behalf of any of the Intended Benefitted Parties under the Option Agreement are to be included as any comparable transaction, (e) that the Option Parcels are located in the City of Las Vegas, Nevada redevelopment area and (f) such other assumptions as the Parties in writing mutually may agreed to in the exercise of their respective sole discretion. With respect to any appraisal conducted pursuant to the preceding sentence, (i) such appraisal shall be conducted by three (3) appraiser(s) all duly licensed and qualified by appropriate experience and ability and having no less than ten (10) years experience in the Las Vegas business area, (ii) one such appraiser shall be designated by the Developer and one such appraiser shall be designated by the City, in each instance by written notice of designation given to such party's designated appraiser and the other party hereunder no later than thirty (30) days from and after the Effective Date, (iii) the third such appraiser shall be designated jointly by the appraisers so designated by the Developer and the City upon written notice of designation given to the Parties no later than twenty (20) days from the date notice of designation shall have been given by the Parties with respect to the first two appraisers, (iv) such appraisal shall be concluded within no more than sixty (60) days from the date of designation of the third appraiser hereunder, (v) such appraisal shall be paid for one-half by the Developer and one-half by the City, and (vi) such fair market value determination shall be the average fair market value determination of such three (3) appraisers, provided, that, if the appraisal of any one appraiser shall be more than or less than the appraisal of the remaining two (2) appraisers by more than ten percent (10%), then and in such event, such appraisal shall be discarded and such fair market value determination instead shall be deemed to be the average fair market value determination of such remaining two (2) appraisers. Notwithstanding the foregoing, each appraiser shall release a proposed draft of such appraiser's appraisal and each of the City and the Developer shall have the right within the thirty (30) day period following such release to give to such appraiser good faith written comment on any arithmetic errors, or errors in assumptions or facts, set forth in such appraisal, whereupon such appraiser shall have the professional responsibility and obligation to review and same and make revisions as applicable and appropriate and thereupon to release its final appraisal, which appraisal thereupon shall be

final and binding on the Parties absent manifest error. Any failure by either Party to give any such written comment timely within such 30-day period conclusively shall constitute such Party's waiver of its right to so comment.

8. CITY LEASE-BACK. As additional consideration to the City hereunder, and as a material inducement to the City to execute and deliver this Agreement, upon the Close of Escrow, Developer shall execute and deliver to and for the benefit of the City, and the City shall accept, a certain lease-back of the Site for the term, at the rental(s) and upon the other material economic terms and conditions set forth on Exhibit "I" attached to this Agreement (the "*City Lease-Back*"). The Parties acknowledge and hereby agree that the completion of the final lease document in form and in substance mutually approved by the Parties is and shall continue to be a Due Diligence Period requirement of the Developer.

9. DUE DILIGENCE.

9.1 Due Diligence Period; Due Diligence Investigations. For the period commencing on the Effective Date and expiring at 5:00 PM, Pacific Time, on March 30, 2011 (the "*Due Diligence Period*"), and thereafter continuing through to the Closing Date, Developer, and its proposed senior lender and the End User, and their respective employees, agents, representatives, architects, engineers, consultants and contractors (collectively, the "*Due Diligence Authorized Parties*"), shall have the right, at all reasonable times and upon prior 24-hour notice given to the City (which may be telephonic), and subject to the remaining provisions of this Section 9, to enter the Site and the Option Parcels and conduct such Due Diligence Investigations as the Developer in its discretion may desire or authorize in order to evaluate the desirability of its consummating the Transactions, it being agreed that any delegation of its rights under this Section 9 shall not release Developer of any of its obligations and duties to the City under this Section 9. Developer shall have the right to extend the Due Diligence Period for two (2) additional periods of thirty (30) days each at any time prior to March 30, 2011 (or any prior 30-day extension period, as the case may be) upon written notice of extension given to the City and to the Escrow Agent and the simultaneous delivery to the Escrow Agent of good funds in the amount of Fifty Thousand Dollars ($50,000) each, as additional earnest money deposit hereunder (individually and collectively the "*Due Diligence Extension Deposit(s)*"). Upon any such extension, the "Due Diligence Period" under this Agreement shall be deemed to be such original Due Diligence Period, as so extended by any such additional 30-day period(s).

9.2 Due Diligence Restrictions and Requirements; Assumption of Risk. (i) The City and its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer or any agent, representative or contractor of Developer, (ii) Developer shall conduct its Due Diligence Studies in a manner so as to minimize interference with Site occupants and the operations, and otherwise in accordance with standards customarily employed in the industry and all applicable governmental laws, rules, and regulations of general effect, (iii) Developer shall pay in full for all materials, if any, supplied, used, joined, or affixed to the Site or the Option Parcels, and all persons who perform labor upon the Site or the Option Parcels, in connection with Developer's Due Diligence Investigations, shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site or any Option Parcel relating to Developer's Due Diligence Investigations and shall, promptly remove any lien filed against the Site or any Option Parcel for work performed or materials delivered

connection with the Due Diligence Investigations, (iv) Developer promptly shall restore to the extent practicable any portion(s) of the Site or any Option Parcel disturbed by Due Diligence Investigations, and (v) if Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their original condition as of the date of such boring or other disturbance, or, as an alternative to filling and recompacting borings with soil, Developer shall have the right to fill such borings with neat cement or bentonite in compliance with the Nevada Department of Environmental Protection's fact sheet for filling abandoned wells. The foregoing authorization shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment.

9.3 Discovery of Hazardous Substances. If Developer shall discover any Hazardous Substance on the Site or any of the Option Parcels requiring corrective action under any Environmental Laws, Developer will give written notice thereof to the City. Developer shall not use disturbed soils known by the Developer as contaminated for restoration of the Site, and instead shall store the same (through use of a properly licensed contractor), at the City's cost and for treatment or disposal by the City in compliance with applicable Environmental Laws.

9.4 City Cooperation. In order to facilitate the conduct of the Due Diligence Studies of Developer, within the fifteen (15) day period following the Effective Date, the City shall deliver to or as directed by the Developer copies of the documents described on Exhibit "J" attached to this Agreement (collectively, the "*City Disclosure Documents")*. Any failure by the City in any instance to deliver any of the City Disclosure Documents Document timely as provided for in the preceding sentence, time being of the essence, shall operate to extend the Due Diligence Period day-by-day by the number of days of such delay notwithstanding any provision of this Agreement express or implied to the contrary. In addition, during the Due Diligence Period, the City shall provide to Developer reasonably convenient access to all documents and information in the possession of the City relating to the physical condition, environmental condition, and/or the operation, management, maintenance or repair of the Site and the Option Properties (excluding, however, internal reports, memoranda and correspondence, and all privileged communications with legal counsel), and with the right in the Developer, at the cost and expense of Developer, to inspect the same and make copies thereof, it being agreed that the City makes no representation or warranty as to completeness or accuracy of any such document or information except for the representation and warranty that the City has not altered, or physically manipulated or deleted any of the same.

9.5 Right of Termination. Developer, in its sole discretion and for any reason or for no reason, shall have the right to terminate this Agreement upon written notice given to the City at any time prior to the expiration of the Due Diligence Period, in which event this Agreement thereupon shall terminate, the Earnest Money Deposit shall be released to Developer, and neither party shall have any further rights against or obligations to the other hereunder or under any other of the Transaction Documents, except for those rights and obligations under this Agreement that expressly survive the termination of this Agreement.

9.6 Developer Indemnity. Developer hereby agrees to indemnify, hold harmless and defend the City, and officers, employees and agents (individually and collectively,

the "*City Parties*"), from and against any and all Liabilities incurred by any of the City Parties arising out of or in connection with the Due Diligence Investigations at the Site or the Option Parcels, excluding, however, Liabilities proximately resulting from the act or omission of the City or any of the City Parties. Developer shall deliver to the City concurrently herewith a certificate of insurance substantiating coverage in a minimum amount of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, written on a "occurrence" basis and naming the City as an additional insured. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be disclosed and entered on the required certificate of insurance and shall be no lower than "A VII". The Parties agree that the insurance specified in this Section 9.6 to be obtained by the Developer shall not limit the liability of the Developer hereunder.

9.7 As-is Nature of Transaction; Environmental Release and Indemnity. Except for the representations and warranties of the City expressly contained in this Agreement and/or any other of the Transaction Documents, Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by Developer in an "as is" condition with, if any, all faults and defects, and the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site, including, without limitation, 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. In connection therewith, except as provided by this Agreement and/or any other of the Transaction Documents:

(a) Developer, for itself and any permitted assignee under any Permitted Transfer ("*Releasing Parties*") hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or in the future may have against the City Parties from and against any and all Liabilities which Developer or any Releasing Party now has or in the future may have on account of or in any way arising out of or in connection with any Environmental Claim respecting Site environmental conditions first occurring after the Close of Escrow, and Developer shall hold harmless and indemnify the City Parties from and against the same; and

(b) the City hereby releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which the City has or in the future may have against Developer, its members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from and against any and all Liabilities which the City now has or in the future may have on account of or in any way arising out of or in connection with any Environmental Claim respecting Site environmental conditions occurring at any time prior to the Close of Escrow, and the City shall hold harmless and indemnify the Developer, its members, managers, officers, employees, agents, attorneys, representatives, legal successors and assigns, from and against the same.

9.8 Survival. Sections 9.2 and 9.3 shall survive any termination of this Agreement and Section 9.6 and 9.7 shall survive the Close of Escrow hereunder.

10. CONDITIONS PRECEDENT TO CLOSING.

10.1 Conditions Precedent to Developer's Obligation to Close. Notwithstanding any other provision of this Agreement, Developer's obligation to proceed with the Close of Escrow with respect to any of the Transactions is subject to the fulfillment of each of the following conditions precedent (individually and collectively, "*Condition(s) Precedent*") (all of which Conditions Precedent are solely for the benefit of Developer and any of which Conditions Precedent may be waived in writing by Developer in its sole discretion):

(a) Pending the Closing Date, the City shall have performed in all material respects in accordance with its covenants and obligations under this Agreement and each other of the Transaction Documents;

(b) On the Closing Date, the City shall tender performance as provided for in this Agreement and in each of the other Transaction Documents in accordance with their respective terms;

(c) On the Closing Date, all representations and warranties of the City set forth in this Agreement and each other of the Transaction Documents shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date;

(d) On the Closing Date, Escrow Agent is prepared to issue the Title Policy as required hereunder;

(e) This Agreement has not been terminated pursuant to Section 9.5; and

(f) The City shall have:

(i) Timely delivered the "PQ Las Vegas, LLC Acknowledgment" as required under the Cordish/Symphony Park ENA such that the developer's right of termination of the Cordish/Symphony Park ENA shall have expired and the First Amendment comprising a part of the Cordish/City Hall ENA no longer shall be terminable under Section 1(i) thereof;

(ii) Obtained no later than December 31, 2010, City Council approval of the pending rezoning applications affecting portions of the Option Parcels to rezone public facility-civic use to mixed use with C2 zoning;

(iii) Obtained no later than the March 16, 2011 City Council scheduled hearing, City Council approval of the general plan amendment and a rezoning of those portions of the Site comprised of the City Hall building and the north garage from public facility-civic use to mixed use with C2 zoning (and permitting, without limitation, internet sales and customer service activities);

(iv) Obtained no later than the March 16, 2011 City Council scheduled hearing, City Council approval of general plan amendment and a rezoning of those

portions of the Site comprised of the south garage (Stewart Avenue) and the KCLV TV Studio from public facility-civic use to commercial with C2 zoning;

(v) Obtained no later than the March 16, 2011 City Council scheduled hearing, City Council approval of an order of vacation for the ROW Vacations, it being acknowledged that an order of vacation is not a vacation itself and shall require subsequent easement relocations at the cost of the Developer;

(vi) Obtained timely in advance of the March 16, 2011 City Council scheduled hearing, two (2) independent appraisals of the Site and two independent appraisals of the Option Parcels pursuant to NRS 268.059, and obtained no later than the March 16, 2011 City Council scheduled hearing, City Council approval of a resolution finding that the sale of the Site and the sale of the Option Parcels either (a) are at values equal to or higher than the higher of two appraised values determined by the appraisal process in NRS 268.059, or (b) meet the economic development exemption requirements prescribed by NRS 268.063;

(vii) Obtained no later than the date of expiration of the Due Diligence Period City Council adoption of an ordinance equalizing the business licensing taxes to be payable by the End User to the City during the term of the End User Lease (as the same may be renewed or extended) such that the obligation of the End User to the City shall be no greater than the amount of such taxes payable as of the Effective Date by the End Use in connection with its current location in _____;

(viii) Pending the Closing Date, the City in good faith shall accept for processing and shall support both internally in connection with administrative and approval processing and approvals, as well as externally in connection with applicable state and other governmental and quasi-governmental authorities, an application by the Developer for SDR Approval of a Corporate Campus Plan (and modifications thereto from time to time), the City hereby approving Corporate Campus Plan development concept for the Option Parcels. As used in this Agreement, the term "*SDR Approval*" means final non-appealable approval pursuant to Section 19.18.050 of the Las Vegas Municipal Code of a plan of development for the Site and/or Option Parcels (as the case may be) pursuant to Section 19.18.050 of the Las Vegas Municipal Code, and the term "*Corporate Campus Plan*" means the design and uses of the Site and/or the Option Parcels consistent with social interactive corporate campuses (including public uses) comparable to .com and intellectual property companies such as Apple, Google, Amazon, Facebook and/or Microsoft, acknowledging that the development scheme may be unique;

(g) No appeal or objection to any City Council approval or action taken under paragraph (f) of this Section 10.1 shall have been filed during the applicable appeals period or, if filed, shall continue in effect as of the Closing Date; and

(h) The Las Vegas Metropolitan Police Department shall have vacated the Site, and written notice thereof shall have been given by the City to the Developer, no later than December 1, 2011.

If (i) any Condition Precedent set forth in Section 10.1(f) or (g) above shall not have been satisfied in all material respects as the respective dates specified for performance above, or (ii)

the Developer's application for SDR Approval shall not have been approved as of the Closing Date (provided, however, that the Developer shall have submitted its application for SDR Approval no later than one hundred eighty (180) days prior to the scheduled Closing Date and provided, further, that the City otherwise shall have performed in all material respects in accordance with paragraph 10.1(f)(viii) above), then and in either such instance and without limitation of the rights and remedies of the Developer otherwise under this Agreement, the Developer shall have the continuing right and option, in its sole discretion, (y) to terminate this Agreement upon written notice delivered to the City and the Escrow Agent with specific reference to this Section 10.1, whereupon the Escrow Agent shall return the Earnest Money Deposit to the Developer and neither Party thereupon shall have any further rights or obligations to the other with respect to this Agreement, the Site or the Option Parcels or the Transactions, it being acknowledged that a termination by the Developer under this sentence shall not give rise to any remedies to the Developer under Section 16.3(d), it being intended that this sentence merely provides to the Developer an early "no-fault" right of termination of this Agreement (and not any obligation to so terminate) if any of such Conditions Precedent are not satisfied as of the respective dates specified for performance, and (z) in addition and without limiting the right of the Developer to so terminate this Agreement under the preceding clause (y), with respect the failure of issuance of any SDR Approval as of the Closing Date, the right and option to Extend the Closing Date to no later than April 1, 2012 upon notice of extension given to the City from time to time.

10.2 Conditions Precedent to the City's Obligation to Close. Notwithstanding any other provision of this Agreement, the City's obligation to proceed with the Close of Escrow with respect to any of the Transactions is subject to the fulfillment of each of the following Conditions Precedent (all of which Conditions Precedent are solely for the benefit of the City and any of which Conditions Precedent may be waived in writing by the City in its sole discretion):

(a) Pending the Closing Date, Developer shall have performed in all material respects in accordance with its covenants and obligations under this Agreement and each other of the Transaction Documents;

(b) On the Closing Date, Developer shall tender performance as provided for in this Agreement and in each of the other Transaction Documents in accordance with their respective terms;

(c) On the Closing Date, all representations and warranties of Developer set forth in this Agreement and each other of the Transaction Documents shall be true and correct in all material respects in accordance with their respective terms as if made again on and as of the Closing Date;

(d) On the Closing Date, Escrow Agent is prepared to issue the Lender Title Policy as required hereunder; and

(e) On the Closing Date, Developer shall deliver to the City its written certification executed by a manager or managing member of Developer and made under penalty of perjury and as of the Closing Date, and containing the following certifications and/or

disclosures: (i) that the party executing such certification on behalf of the Developer is duly authorized by the Developer to deliver the same, (ii) that Developer, as landlord, has executed and delivered a lease with an end user identified and approved by the City at its City Council meeting on the Effective Date (such lease, the "*End User Lease*" and such end user, the "*End User*"), (iii) that the End User Lease is fully executed and delivered by the parties thereto and represents an arms-length transaction between the tenant and landlord thereunder; (iv) that the End User Lease (including the End User Liquidated Damages Provision) is guaranteed by tenant's parent, a publicly traded company pursuant to a payment guaranty (and a disclosure of any material time and or dollar limitations under such payment guaranty); (v) that base and additional rent under the End User Lease is sufficient to satisfy the debt service coverage ratio covenant contained in the Purchase Money Deed of Trust; (vi) the term of the End User Lease (which shall not be less than 10 years), the identity of the tenant, and a computation of lease capitalized value as of the rent commencement date, based net operating income equal to the 1st year base rental and pass-through and direct pay obligations at an agreed upon 8.0% cap rate, (vii) that the End User Lease contains the End User Employee Requirement as well as the obligation to deliver the End User Employee Certification timely upon written request of the City, (viii) that the End User Lease contains an End User Liquidated Damages Provision, and (ix) a disclosure in all material respects of the End User Liquidated Damages Provision (the "*Liquidated Damages Disclosure*"), it being acknowledged by Developer that the City shall have the right to and shall rely on the Liquidated Damages Disclosure for purposes of agreeing to Section 13(d) of the Purchase Money Deed of Trust. In order to protect the proprietary nature of the economic and material terms of the End User Lease and the guaranty thereof, neither the End User Lease nor the guaranty itself will be delivered or deliverable to the City (or any agency or instrumentality, or agent or representative, thereof), but timely prior to the Closing of Escrow, Developer will provide to the City a reasonable opportunity to examine a copy of the End User Lease and guaranty at the offices of Developer, without, however, any right to make any copies or any notes thereof.

11. GENERAL REPRESENTATIONS AND WARRANTIES

11.1 City Representations. City represents and warrants that as of the date hereof and the date of the Close of Escrow:

(a) City has all requisite power and authority to enter into and perform its obligations under this Agreement and the remainder of the Transaction Documents.

(b) By proper action of the City Council, the City's signatories have been duly authorized to execute and deliver this Agreement and the remainder of the Transaction Documents.

(c) The execution of this Agreement and the remainder of the Transaction Documents by the City does not violate any provision of any other agreement to which the City is a party.

(d) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the City are necessary in connection with the execution of this Agreement or any other of the Transaction Documents by the City, or with the

performance by the City of its obligations under this Agreement or under the Transaction Documents.

(e) There are no leases, encumbrances or options to lease or purchase affecting the Site or the Option Parcels except for and other than the Cordish Agreements and the US Bank Lease.

(f) To the City's actual knowledge, the City Disclosure Documents described on Exhibit "J" are true and complete copies of such documents, and no other documents or written instruments current exist with respect to the operation, management, maintenance, repair or condition of the Site and the Option Parcels.

(g) To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site or any of the Option Parcels.

(h) To the City'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 the Option Parcels, or against the City, which would prohibit or impair the City's or the City's right or ability to perform its obligations under this Agreement or any other of the Transaction Documents.

(i) To the City'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 or the Option Parcels.

(j) To the City's actual knowledge, the execution, delivery and performance of this Agreement and the remainder of the Transaction Documents by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Site or the Option Parcels; or (ii) result in any lien, charge or encumbrance of any nature on the Site or the Option Parcels other than as permitted by this Agreement or any of the other Transaction Documents.

As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge, after reasonable investigation, of the City employees identified on Exhibit "K".

11.2 Developer Representations. Developer represents and warrants to the City that as of the date hereof and the date of Close of Escrow:

(a) Developer is a limited liability company duly organized and existing, and in good standing, under the laws of the State of Nevada.

(b) Developer has all requisite power and authority to carry out business as now and whenever conducted and to enter into this Agreement and the Remainder of the Transaction Documents and, subject to the execution and delivery of the End User Lease, to perform its obligations under this Agreement and the remainder of the Transaction Documents.

(c) By proper action of Developer under the operating agreement governing Developer, Developer's signatories have been duly authorized to execute and deliver this Agreement and the remainder of the Transaction Documents.

(d) The execution of this Agreement and the other of the Transaction Documents by Developer does not violate any provision of any other agreement to which Developer is a party.

(e) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Developer are necessary in connection with the execution of this Agreement or any other of the Transaction Documents by Developer or with the performance by Developer of its obligations hereunder or under any other of the Transaction Documents.

(f) Neither 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.

(g) To 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 Developer which would prohibit or impair Developer's right or ability to perform its obligations under this Agreement or any other of the Transaction Documents.

12. BROKERS. Each Party warrants and represents to the other that no broker, finder or other intermediary hired or employed by it is entitled to a commission, finder's fee or other compensation based upon the transaction contemplated hereby and each Party shall indemnify and hold harmless the other Party from and against any and all Liabilities arising out of the claim of any broker, finder or other intermediary alleging to have been employed or hired by such Party to a commission, finder's fee or other compensation based upon any of the Transactions.

13. CLOSE OF ESCROW

13.1 Developer Escrow Deposits.

(a) Not later than one (1) business day prior to the Close of Escrow, Developer shall deposit and deliver to Escrow Agent the following items:

(i) immediately available funds in an amount equal to the Cash Balance Due;

(ii) one (1) original copy of each Purchase Money Note and Developer's counterpart execution to the Purchase Money Deed of Trust;

(iii) Developer's counterpart execution to the Option Agreement;

(iv) Developer's counterpart execution to the City Lease-Back;

(v) Developer's counterpart execution to the Assignment and Assumption;

(vi) Developer's certification under Section 10.2(e) respecting the End User Lease;

(vii) Developer's certificate signed by a manager or managing member of Developer that all of Developer's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(viii) a customary legal opinion from independent counsel, licensed to practice law in the state of Nevada, as to the due organization, authorization, and execution by the Developer of the Purchase Money Documents, which legal opinion shall contain assumptions, limitations and conditions which are customary in connection with such legal opinions; and

(ix) any and all other and further documents, instruments, and writings, and funds required to be delivered by Developer pursuant to this Agreement and any other of the Transaction Documents.

(b) Developer shall deposit into Escrow the following fees, charges and costs after the Escrow Agent has notified Developer of the amount of such fees, charges and costs, but not earlier than one (1) business day prior to the scheduled date for the Close of Escrow:

(i) all of the premium and costs for the ALTA portion of the Title Policy and for any special endorsements to be paid by Developer as set forth in Section 14.4 of this Agreement;

(ii) all of the premium and costs for the Lender's Title Policy;

(iii) the recording costs for the deed of conveyance;

(iv) one-half (1/2) of the state, county and/or city documentary transfer taxes; and

(v) one-half (1/2) of all fees of Escrow Agent.

13.2 City Escrow Deposits.

(a) Not later than one (1) business day prior to the Close of Escrow, the City will deposit with the Escrow Agent the following:

(i) the Deed duly executed and acknowledged by the City in the form attached hereto as Exhibit "M";

(ii) the City's and its designated trustees' counterpart execution of the Purchase Money Deed of Trust;

(iii) the City's counterpart execution to the Option Agreement;

(iv) the City's counterpart execution to the City Lease-Back;

(v) the City's counterpart execution to the Assignment and Assumption;

(vi) an assignment of any and all NDOT Leases, to the extent assignable or consent to assignment shall have been obtained;

(vii) a non-foreign transferor declaration in customary form (the "*Non-Foreign Transferor Declaration*") duly executed by the City;

(viii) the City's certificate signed by the City Manager of the City that all of the City's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date; and

(ix) any and all other and further documents, instruments, and writings, and funds required to be delivered by the City pursuant to this Agreement and any other of the Transaction Documents.

(b) City shall be charged with the following fees, charges and costs after the Escrow Agent has notified the City of the amount of such fees, charges and costs, the amount for which shall be deducted from the City's proceeds at the Close of Escrow:

(i) the recording costs for the Deed;

(ii) all of the premium and costs for the CLTA portion of Title Policy and, if for any reason not previously paid by the City under Section 14.4(a), and the costs for the surveys for the Site and the Option Parcels as herein provided for;

(iii) one-half (1/2) of the state, county and/or city documentary transfer taxes;

(iv) one-half (1/2) half of all fees of Escrow Agent;

(v) ad valorem taxes, if any, upon the Site for any time prior to conveyance of title; and

(vi) any prorations due from the City pursuant to Section 15.

13.3 Additional Escrow Deposits. The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be

delivered hereunder; and (c) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder (including settlement statements).

13.4 Closing Instructions. The Escrow Agent is authorized and instructed to on the Closing Date:

(a) record the Deed and the Deed of Trust (in that order);

(b) record the Option Agreement;

(c) deliver to the City by wire transfer or intrabank transfer funds in an amount equal to the Cash Balance Due;

(d) deliver to the City the original Purchase Money Notes;

(e) deliver to each of the Parties such other documents and instruments as may be mutually and in writing instructed by the Parties;

(f) deliver to Developer the Title Policy;

(g) deliver to the City the Lender Title Policy; and

(h) prepare and submit to the Internal Revenue Service the information return and statement concerning the closing of the Escrow required by Section 6045(e) of the Internal Revenue Code of 1986, if required thereunder.

13.5 Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to the City: (i) a copy of the Deed and the Option as recorded; (ii) the original of the Deed of Trust as recorded; (iii) original counterparts of all other bilateral documents and instruments executed and delivered between the Parties; (iv) plain copies of the real property transfer declaration; (v) the original of Developer certification under Section 10.2(e) and certificate as to its representations and warranties, and (vi) all other documents deposited by any Party into Escrow; and

(b) to Developer: (i) the original of the Deed and the Option Agreement as recorded; (ii) a copy of the Deed of Trust as recorded; (iii) original counterparts of all other bilateral documents and instruments executed and delivered between the Parties; (iv) plain copies of the real property transfer declaration; (v) the original of the Non-Foreign Transferor Declaration; (vi) the original of the City certificate as to its representations and warranties and (vii) all other documents deposited by any Party into Escrow.

13.6 Funds. All funds received in 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 by Developer under this Agreement, including, without limitation, the Earnest Money Deposit, shall be for the benefit of Developer and applied to the Purchase Price.

13.7 Amendments to Escrow Instructions. Any amendment of these escrow instructions shall be in writing and signed by all of the City, Developer and the Escrow Agent. All communications to or from the Escrow Agent to the City or Developer shall be directed to the addresses and in the manner established in Section 17.5 of this Agreement for notices, demands and communications.

13.8 Scope of Escrow Agent Performance. The obligation of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 5, 13 and 14 of this Agreement applicable to the Escrow Agent and the Escrow, although the Escrow Agent also shall be bound by the terms and provisions of Section 17 hereof.

14. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

14.1 Closing Date. Provided that Developer and the City are not in default under this Agreement and all Conditions Precedent to the Close of Escrow have occurred, the Close of Escrow shall occur on the Closing Date. City and Developer agree to perform all acts respectively provided for under this Agreement to be performed by the Parties timely in order that closing hereunder shall be consummated in accordance with the foregoing provision. Without limitation of the foregoing, promptly upon the execution and delivery of this Agreement, the City shall request the right to assign all NDOT Leases that are not assignable to Developer either by their terms or applicable law and in good faith shall pursue the same during the Due Diligence Period in order that the City shall have received a definitive response to such require prior to the expiration of the Due Diligence Period, it being agreed, however, that the City shall not be responsible to the Developer in any respect if approval to such assignment shall not be given during the Due Diligence Period or shall not be given. If in connection with the foregoing, the NDOT Lease permissively may not be assigned from a public authority to a private entity, then the obligation of the City hereunder in good faith to pursue assignment instead shall be deemed to be its good faith obligation to request and pursue replacement agreements executed directly between the Developer and NDOT.

14.2 Possession. The City covenants to deliver to Developer possession of the Site with the delivery of the deed of conveyance. Possession shall be conveyed free of any possession or right of possession by any other person or entity subject only to the title matters set forth set forth on Exhibit "L" and the terms of this Agreement (including without limitation the City Lease-Back and the End User Lease).

14.3 Condition of Title. The City covenants to convey to Developer fee simple title in and to the Site subject to those exceptions and matters set forth on Exhibit "L", as the same may be modified as expressly contemplated under the terms of this Agreement.

14.4 Title Insurance. Promptly following Closing:

(a) The Escrow Agent, as agent for Chicago Title Insurance Company, shall provide and deliver to Developer concurrently with Deed recordation, an ALTA title insurance policy in the amount of the Purchase Price issued by the Escrow Agent insuring that title is vested in Developer and/or its assignee in the condition reflected in Exhibit "L" attached hereto and required by the preceding provisions of this Section 14 (the "*Title Policy*"). The City shall only be required to pay the CLTA portion of the title insurance and Developer shall pay the cost of the ALTA portion of the Title Policy and the cost of any special endorsements. The Parties agree that the Developer shall have the right and authority to commission ALTA/ASCM surveys of the Site and each of the Option Parcels and the ROW Vacations, with each such survey to be prepared by a licensed civil engineer in the State of Nevada and certified to such parties and in such form and substance as reasonably may be requested by Developer, and the cost thereof shall be the unconditional reimbursement obligation of the City to the Developer, due and payable within thirty (30) days of written request therefor and invoice substantiation, provided, only, that the amount of reimbursement shall not exceed Seventeen Thousand Five Hundred Dollars ($17,500) in the aggregate for all such surveys.

(b) The Escrow Agent, as agent for Chicago Title Insurance Company, shall provide and deliver to Developer, a lender's ALTA title insurance policy in the amount of Twenty Two Million Dollars ($22,000,000) issued by the Escrow Agent insuring the beneficiary's interest under the Purchase Money Deed of Trust.

15. PRORATIONS. Except as may be otherwise expressly provided in this Agreement, all revenues, income and expenses of the Site with respect to the period prior to the Close of Escrow shall be for the account of the City, and all revenues, income and expenses of the Site with respect to the period after the Close of Escrow shall be for the account of Developer. To the extent practicable, the City and Developer shall request cut-off statements of expenses as of the Close of Escrow. If cut-off statements are not available, the expenses shall be prorated as of the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-five (365) day year, and shall be paid or credited by the City to Developer or by Developer to the City, as the case may be, at the Close of Escrow. In addition, if any of the expenses cannot be accurately allocated on the Close of Escrow, the same shall be allocated as soon as practicable after the Close of Escrow, but not more than ninety (90) days thereafter, and either the City or Developer shall promptly pay to the other the sum determined pursuant to such subsequent allocation. This Section 15 shall survive closing hereunder and the delivery of the deed of conveyance to the Site.

16. DEFAULT AND REMEDIES

16.1 Developer Event of Default. Subject in all instances to the satisfaction of the Developer Conditions Precedent to closing as set forth in Section 10.1 and to the consummation of closing hereunder by Developer not otherwise frustrated by the act or omission of the City, the occurrence of any of the following prior to completion of tender of performance and the Close of Escrow shall be a Developer event of default hereunder:

(a) The failure by Developer to deliver the Earnest Money Deposit timely as required by Section 5.1 or the deliveries and deposits required by Section 13.1 as of the Closing Date;

(b) The filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally;

(c) The occurrence of a wrongful Transfer by Developer under Section 3.3;

(d) The failure of Developer to fulfill one or more of the Conditions Precedent to closing provided for the benefit of the City as set forth in Section 10.2 (if such Conditions Precedent is not waived by the City as provided for in Section 10.3); or

(e) The failure of Developer to perform any other material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, which failure is not cured by Developer within the relevant cure period set forth below, or otherwise extended pursuant to the express terms of this Agreement or in writing waived by the City; provided, that, Developer shall have the right to cure any monetary default within ten (10) business days after receipt of written notice from the City and the further right to cure any nonmonetary default within thirty (30) business days after receipt of written notice from the City; provided, further, that (i) if a nonmonetary default is of a nature that it cannot be cured within such thirty (30) business day period, then Developer shall commence to cure such failure within such thirty (30) business day period and shall diligently prosecute such cure to its completion and (ii) in no event shall any cure period in any instance extend the Closing Date; or

(f) Any of Developer's representations and warranties set forth in Section 11.2 shall be untrue in any material respect as of the Closing Date.

16.2 City's Remedies. If an event of a default by the Developer shall occur pursuant to Section 16.1, the City's sole remedy (in lieu of any and all other rights at law or in equity) shall be to terminate this Agreement upon written notice of termination given to the Developer and the Escrow Agent, whereupon: (i) neither Party shall have any further rights or obligations to the other with respect to this Agreement, the Site or the Option Parcels or the Transactions, (ii) Escrow Agent shall release to the City the Earnest Money Deposit, and (iii) the City shall have the right to pursue and enforce against the Developer liquidated damages in the amount of the difference between Two Million Four Hundred Thousand Dollars ($2,400,000) and the amount of the Earnest Money Deposit so released to the City, which amount shall be due and payable thirty (30) days from and after the date of written demand therefor by the City, and in any of the foregoing instances, the Developer additionally shall be liable for the reasonable legal costs and expenses of City, and any expert witness costs and court costs and fees, incurred by the City in enforcing its rights and remedies hereunder. IF AN EVENT OF DEFAULT BY

THE DEVELOPER SHALL OCCUR PURSUANT TO SECTION 16.1 AND IF THE CITY SHALL TERMINATE THIS AGREEMENT AS HEREIN PROVIDED FOR, THEN THE PARTIES ACKNOWLEDGE THAT THE CITY'S ACTUAL DAMAGES FOR ANY SUCH DEFAULT BY THE DEVELOPER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN AND THE FINANCIAL OBLIGATIONS OF THE DEVELOPER UNDER THE PRECEDING SENTENCE ARE JUST AND REASONABLE UNDER THE CIRCUMSTANCES.

INITIALS:

CITY: _____

DEVELOPER: _____

16.3 City's Event of Default. Subject in all instances to the satisfaction of the City Conditions Precedent to closing as set forth in Section 10.2, and to the consummation of closing hereunder by the City not otherwise frustrated by the act or omission of Developer, the occurrence of any of the following prior to completion of tender of performance and the Close of Escrow shall be a City event of default hereunder:

(a) The failure of the City to perform any act to be performed by it, to refrain from performing any prohibited act or to fulfill any condition to be fulfilled by it under this Agreement;

(b) The failure of the City to fulfill one or more of the Conditions Precedent to closing provided for the benefit of Developer as set forth in Section 10.1 (if such Conditions Precedent are not waived by Developer as provided for in Section 10.3); or

(c) Any of the City's representations and warranties set forth in Section 11.1 shall be untrue in any material respect as of the Closing Date.

(d) Developer's Remedies. If an event of a default by the City shall occur pursuant to Section 16.3, then, Developer shall have the right to elect any of the following remedies as its sole remedy under this Agreement (subject, however, to paragraph (iii) below):

(i) To waive such default in writing; or

(ii) To terminate this Agreement upon written notice of termination given to the City and the Escrow Agent, whereupon (A) the Escrow Agent shall return to Developer the Earnest Money Deposit, (B) the City shall reimburse to the Developer as liquidated damages hereunder, its Due Diligence Investigation and financing costs and expenses, and its attorneys fees, incurred in connection with the Transactions and the negotiation, documentation and administration of this Agreement, but in no event more than One Million Dollars ($1,000,000) in the aggregate, which amount shall be due and payable thirty (30) days from and after the date of presentation of invoices and written demand therefor by the Developer, (C) the City shall purchase from or as directed by Developer fee title in and to that certain real property known as APN 139-34-512-102, containing approximately .31 acres of land and having

a civic address of 405 N. 6th Street, Las Vegas, Nevada 89101, which purchase (1) shall be for the $1,650,000 purchase price paid for such property by the Developer (or its designee), adjusted to reflect closing costs and adjustments as set forth on the settlement statement therefor, plus intervening real estate taxes paid prior to closing and as may also be due and payable as of closing, (2) shall occur no later than thirty (30) days from and after the date of written demand therefor given by either Party to the other; and (3) shall be subject to the sole condition that the condition and state of title shall not have changed materially and adversely from the date of acquisition of such property by the Developer (or its designee) but otherwise shall be delivered in its "as-is, "where-is" physical condition with, if any, all faults and defects, and, (D) except as aforesaid, neither Party shall have any further rights or obligations to the other with respect to this Agreement, the Site or the Transactions; or

(iii) to seek specific performance of the City's obligations under this Agreement and the Option Agreement, in which event, the City-Lease Back absolutely and irrevocably shall be forfeited by the City and the City instead shall be obligated immediately to vacate the Site within ninety (90) days of any order of specific performance, provided, that if, specific performance for any reason is not obtained by Developer, then, the preceding remedies shall continue to be available to the Developer hereunder for election;

and in any of the foregoing instances, the City additionally shall be liable for the reasonable legal costs and expenses of the Developer, and any expert witness costs and court costs and fees, incurred by Developer in enforcing its rights and remedies hereunder. IF AN EVENT OF DEFAULT BY THE CITY SHALL OCCUR PURSUANT TO SECTION 16.3, AND IF THE DEVELOPER SHALL TERMINATE THIS AGREEMENT AS HEREIN PROVIDED FOR, THEN THE PARTIES ACKNOWLEDGE THAT THE DEVELOPER'S ACTUAL DAMAGES FOR ANY SUCH DEFAULT BY THE CITY WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN AND THE FINANCIAL AND PERFORMANCE OBLIGATIONS OF THE CITY UNDER THE PRECEDING SENTENCE ARE JUST AND REASONABLE UNDER THE CIRCUMSTANCES.

INITIALS:

CITY: _____

DEVELOPER: _____

16.4 Dispute Resolution. By entering into this Agreement, the Parties agree that in the event of a dispute arising from or related to this Agreement or any effort to enforce or interpret any of the terms or provisions hereof, each Party to the Agreement shall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either Party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds all Parties to this Agreement and their successors, and permitted assigns, as applicable. This Section 16.5 shall survive any termination of this Agreement and shall remain in effect for

the resolution of all claims and disputes that may survive such termination. THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

17. MISCELLANEOUS PROVISIONS

17.1 Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

17.2 Survival. The terms and provisions of this Agreement shall merge into the delivery and recordation of the deed of conveyance hereunder.

17.3 Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and permitted assigns of the respective Parties hereto.

17.4 Non-Liability of City Officials and Employees. No official or employee of the City shall be personally liable to Developer for any default or breach by the City, for any amount which may become due to Developer or for any obligation of the City under the terms of this Agreement. Likewise, no member or principal, or employee of Developer shall be personally liable to the City for any default or breach by the Developer, for any amount which may become due to the City or for any obligation of Developer under the terms of this Agreement.

17.5 Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; Federal Express or other national courier service; or personal delivery, to the other Party at the following respective addresses, or such other address, as either Party may from time to time designate in writing:

If to the City:
Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Phone: (702) 229-6551
Attn: William Arent, Director, OMB

And:
City Attorney Office
City Hall
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Attn: Teri Ponticello

And: Rosenfeld & Rinato
9029 S. Pecos Road, Suite 2800
Las Vegas, Nevada 89074
Phone: (702) 386-8637
Attn: Michael C. Niarchos, Esquire

If to Developer: [TO INSERT UPON CITY COUNCIL APPROVAL]

If to Escrow Agent: Chicago Title Agency of Nevada
3993 Howard Hughes Parkway, Suite 120
Las Vegas, Nevada 89169
Attn: Jennifer Reinink, Escrow Agent
Phone: (702) 836-8011

17.6 City Approvals and Certifications. Any approvals and certifications of the City required or permitted by the terms of this Agreement shall be given by the Chairman of the City or such other person that the City designates in writing to Developer. If there is no time specified herein for the City's approval, Developer may submit a letter requiring the City's approval within ten (10) days after submission to the City or such approvals shall be deemed granted.

17.7 Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes Exhibit "A" through Exhibit "N", inclusive, attached hereto and incorporated herein by reference. All amendments to this Agreement must be in writing and signed by the appropriate authorities of the City and by Developer. Any waiver of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

17.8 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.

17.9 Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

17.10 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.

17.11 Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement.

In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

17.12 No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

17.13 Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified. "*Business days*" means all days other than Saturdays, Sundays, holidays and other days on which federal or state banks doing business in the State of Nevada are permitted to close. Wherever in this Agreement (i) any provision governs the date of commencement or expiration of any time period, or the date of occurrence of any act or event, if any such date otherwise would fall on a day other than a business day, then such date instead shall be deemed for all purposes of this Agreement to commence or expire, or occur, as the case may be, on the next succeeding business day.

17.14 Construction. Each of the Parties acknowledges that it has been represented by legal counsel in the negotiation and delivery of this Agreement, and accordingly agree that this Agreement shall be interpreted and construed in accordance with its plain meaning and without reliance upon, or implication, inference or assumption arising from, the fact that this Agreement may have been drafted, in whole or in part, for or on behalf of any party hereto.

17.15 Further Assurances. Each Party will, whenever as reasonably requested to do so by the other Party or the Escrow Agent, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement and the Transactions.

18. TIME FOR ACCEPTANCE OF AGREEMENT BY THE CITY. This Agreement was approved on December 1, 2010, by the City Council, which accordingly is the "*Effective Date*" of this Agreement as set forth on the preamble to this Agreement and on the signature page below.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY	DEVELOPER
City of Las Vegas, Nevada	[TO INSERT UPON CITY COUNCIL APPROVAL]

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

M. A. [illegible] ESQ
11/23/10 Date

LIST OF EXHIBITS

EXHIBIT "A"	LEGAL DESCRIPTION; SITE
EXHIBIT "B"	[INTENTIONALLY OMITTED]
EXHIBIT "C"	LIST OF NDOT LEASES
EXHIBIT "D"	FEE OPTION PARCELS AND ROW VACATIONS
EXHIBIT "E"	OWNERSHIP DISCLOSURE
EXHIBIT "F"	PURCHASE MONEY NOTES
EXHIBIT "G"	PURCHASE MONEY DEED OF TRUST
EXHIBIT "H"	OPTION AGREEMENT
EXHIBIT "I"	CITY LEASE-BACK
EXHIBIT "J"	CITY DISCLOSURE DOCUMENTS
EXHIBIT "K"	CITY EMPLOYEES; KNOWLEDGE
EXHIBIT "L"	TITLE MATTERS AND TITLE REPORT
EXHIBIT "M"	FORM OF DEED
EXHIBIT "N"	ASSIGNMENT AND ASSUMPTION

EXHIBIT "A"

LEGAL DESCRIPTION; SITE

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1 (139-34-501-003):

All that portion of land lying within Clark County Assessor's Parcel Number 139-34-501-003.

PARCEL 2A (139-34-510-045):

All of Lots One (1) through Six (6) inclusive and Lots Twenty-Five (25) through Thirty-Two (32) inclusive, Block 33 of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of alley way vacated by Order of Vacation recorded May 15, 1996 in Book 960515 as Document No. 01399, adjacent to lots 1 through 6 and 27 through 32.

TOGETHER WITH that portion as vacated by that certain Order of Vacation, recorded April 15, 2009, in Book 20090415 as Document No. 00852, of Official Records, adjacent to Lots 25 and 26.

PARCEL 2B:

Non-exclusive easements for ingress and egress as set forth in that certain "Access Easement", recorded April 15, 2009, in Book 20090415 as Document No. 00991, of Official Records.

EXHIBIT "B"

INTENTIONALLY OMITTED

EXHIBIT "C"

NDOT LEASES

1. State of Nevada Department of Transportation Airspace Lease, dated September 5, 1986, by and between the City of Las Vegas, an Incorporated City, as lessee (the "*City*"), and the State of Nevada, acting by and through its Nevada State Department of Transportation, as lessor (the "*NDOT*"), and known as Highway Agreement No. R-287-86-030, as amended by Amendment to Airspace Lease executed January 8, 1991, and as further amended by Amendment to Airspace Lease executed March 5, 1996.

2. State of Nevada Department of Transportation Airspace Lease, dated March 12, 1998, by and between the City and the NDOT, and known as Highway Agreement No. R-109-98-030.

3. Interlocal Agreement for Construction and Maintenance of Public Parking Area, dated June 20, 1985, between the City and the NDOT.

EXHIBIT "D-1"

FEE OPTION PARCELS

See attached.

PARCEL	ACRES	STRRET NO.	STREET DIR.	STREET NAME	TYPE
13934501011	0.63843	311	N	7TH	ST
13934512001	0.61379	0			
13934512004	0.11848	314	N	LAS VEGAS	BLVD
13934512005	0.49113	300	N	LAS VEGAS	BLVD
13934512008	0.16452	522		STEWART	AVE
13934512009	0.15978	307	N	6TH	ST
13934512010	0.16121	309	N	6TH	ST
13934512011	0.16008	306	N	6TH	ST
13934512012	0.16141	300	N	6TH	ST
13934512013	0.16141	324	N	6TH	ST
13934512014	0.16405	300	N	6TH	ST
13934512015	0.16233	512	E	MESQUITE	AVE
13934512018	0.16303	609	E	MESQUITE	AVE
13934512019	0.04446	606	E	MESQUITE	AVE
13934512020	0.11203	600	E	MESQUITE	AVE
13934512021	0.16474	325	N	6TH	ST
13934512022	0.15953	323	N	6TH	ST
13934512023	0.16056	319	N	6TH	ST
13934512024	0.16023	312	N	6TH	ST
13934512025	0.16172	311	N	6TH	ST
13934512034	0.17355	317	N	7TH	ST
13934512035	0.33722	333	N	7TH	ST
13934512036	0.14761	651	E	MESQUITE	AVE
13934512037	0.16390	611	E	MESQUITE	AVE
13934512038	0.16065	408	N	7TH	ST
13934512039	0.16111	412	N	7TH	ST
13934512048	0.16045	411	N	7TH	ST
13934512050	0.16128	328	N	7TH	ST
13934512051	0.16412	324	N	7TH	ST
13934512052	0.16092	321	N	7TH	ST
13934512053	0.15992	316	N	7TH	ST
13934512055	0.15975	304	N	7TH	ST
13934512056	0.16318	711		STEWART	AVE
13934512099	0.16127	314	N	7TH	ST
13934512100	0.16109	310	N	7TH	ST
	Total				
	6.87894				

EXHIBIT "D-2"

ROW VACATIONS

See attached (highlighted in red).

Exhibit D-2

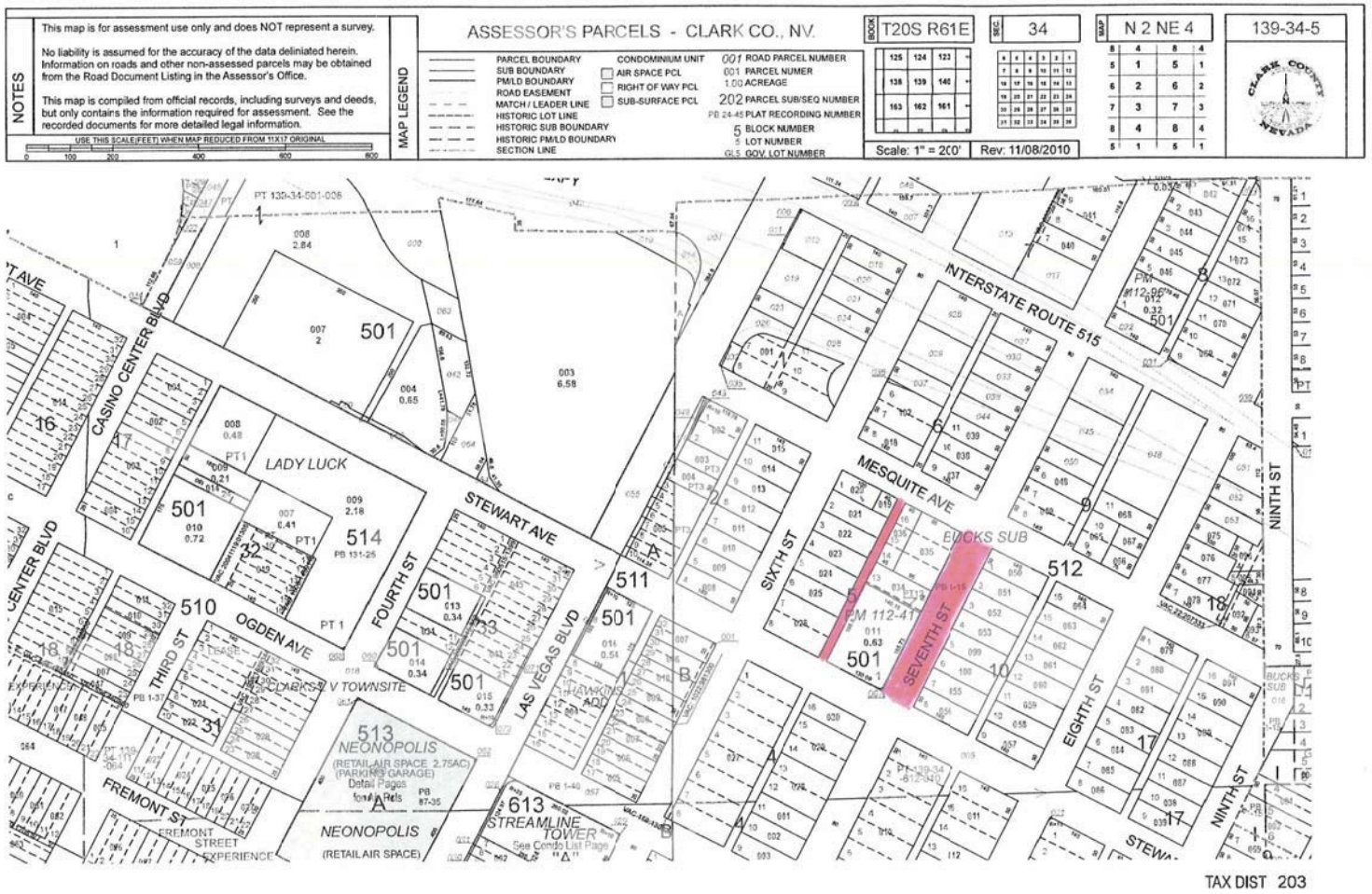

NOTES
This map is for assessment use only and does NOT represent a survey.
No liability is assumed for the accuracy of the data deliniated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.
This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.
USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL
0 100 200 400 600 800
MAP LEGEND
ASSESSOR'S PARCELS - CLARK CO., NV.
PARCEL BOUNDARY
SUB BOUNDARY
PM/LD BOUNDARY
ROAD EASEMENT
MATCH / LEADER LINE
HISTORIC LOT LINE
HISTORIC SUB BOUNDARY
HISTORIC PM/LD BOUNDARY
SECTION LINE
CONDOMINIUM UNIT
AIR SPACE PCL
RIGHT OF WAY PCL
SUB-SURFACE PCL
001 ROAD PARCEL NUMBER
001 PARCEL NUMER
1.00 ACREAGE
202 PARCEL SUB/SEQ NUMBER
PB 24-45 PLAT RECORDING NUMBER
5 BLOCK NUMBER
5 LOT NUMBER
GLS GOV. LOT NUMBER
BOOK T20S R61E
SEC 34
MAP N 2 NE 4
139-34-5
Scale: 1" = 200'
Rev: 11/08/2010
PT 139-34-501-006
INTERSTATE ROUTE 515
CASINO CENTER BLVD
LADY LUCK
STEWART AVE
MESQUITE AVE
OGDEN AVE
FOURTH ST
THIRD ST
SIXTH ST
SEVENTH ST
EIGHTH ST
NINTH ST
LAS VEGAS BLVD
FREMONT ST
FREMONT STREET EXPERIENCE
BUCKS SUB
CLARK'S V TOWNSITE
HAWKINS ADD
NEONOPOLIS
(RETAIL AIR SPACE 2.75AC)
(PARKING GARAGE)
NEONOPOLIS
(RETAIL AIR SPACE)
STREAMLINE TOWER
TAX DIST 203

EXHIBIT "E"

OWNERSHIP DISCLOSURE

[_____]

EXHIBIT "F-1"

$17M PURCHASE MONEY NOTE

See attached.

EXHIBIT F-1

PURCHASE MONEY PROMISSORY NOTE

$17,000,000.00 [_____] , 201[_]
Las Vegas, Nevada

FOR VALUE RECEIVED, [_____], a [_____], having a principal place of business at 206 N. 3rd Street, Las Vegas, Nevada 89101 ("**Maker**"), promises to pay to [_____], a Nevada not for profit corporation ("**Payee**"), at its principal place of business at 400 Stewart Avenue, 2nd floor, Las Vegas, Nevada 89101, or at such other place as the Payee from time to time may designate in writing, the principal sum of SEVENTEEN MILLION AND 00/100 DOLLARS ($17,000,000.00), subject to further adjustment as hereinafter provided (the "**Loan**"), in lawful money of the United States of America, payable, with interest thereon, as and in the manner specified in this Note. Capitalized terms used in this Note and not defined herein shall have the meanings given to such terms in that certain Purchase Money Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of even date herewith made by Maker, as grantor, to [_____], as trustee, for the benefit of Payee, as beneficiary (the "**Mortgage**").

1. Maturity Date; Amortization Term. The maturity date of the Loan and this Note is June 30, 2043 (the "**Maturity Date**"). The entire outstanding principal balance of this Note, together with any and all accrued and unpaid interest and any other amounts due under this Note, shall be due and payable, in full, on the Maturity Date. Without limitation of the foregoing, as hereinafter provided for, the repayment of this Note shall be amortized over a thirty (30) year term commencing on July 1, 2013.

2. Interest; Principal; Application of Payments.

(a) Subject to Section 7 hereof, the outstanding principal balance of this Note shall bear interest at a rate of five and one hundred twenty-five thousands of one percent (5.125%) per annum (the "**Interest Rate**"). Interest on the outstanding principal balance of this Note shall accrue at the Interest Rate and the Interest Rate shall commence to accrue on the date (the "**Interest Accrual Commencement Date**") which is thirty (30) days after Payee shall have (i) vacated the Mortgaged Property, in its entirety, pursuant to and in accordance with that certain Lease for the Mortgaged Property, dated as of even date herewith, between Maker, as landlord, and Payee, as tenant (the "**City Lease**"), (ii) ceded possession and control of the Mortgaged Property to Maker pursuant to and in accordance with the City Lease, and (iii) performed all other tenant obligations under Section 1.2 and Articles 15 and 16 of the City Lease. Interest under this Note accruing from the Interest Accrual Commencement Date through to and including June 30, 2013 shall be added to the then outstanding principal balance of this Note. The calculation of the foregoing accrued interest shall be determined mutually by Maker and Payee in the exercise of their good faith judgment.

(b) The principal amount of this Note, as increased under Section 2(a) above and subject to reduction under Section 3 below, shall be repaid in 360 equal payments of principal and interest at the Interest Rate. Such payments shall be payable in arrears and shall commence

on August 1, 2013, and thereafter shall continue on the first (1st) day of each succeeding calendar month, with any and all accrued and unpaid interest and any other amounts due under this Note due and payable, in full, on the Maturity Date.

(c) Payments under this Note shall be applied first to any outstanding late charges or other fees or expenses owing, if any, then to any accrued and unpaid interest, if any, and the balance, if any, shall be applied to the outstanding principal balance of this Note.

3. Right of Credit and Offset. Notwithstanding any provision express or implied to the contrary in this Note or the Mortgage, Maker shall have the right at any time and from time to time to credit and offset (i) one-half (1/2) of Payee's pro rata share (as determined under the City Lease), of the Tax Expenses (as defined in the City Lease) and general liability and property damage insurance premiums and deductibles pursuant to Sections 4.3.3 and 10.[__] of the City Lease, and paid by Maker pursuant to the City Lease, and (ii) any and all monetary and/or liquidated damages payable by Payee to Maker, respectively as tenant and landlord, under Section 1.2 and Articles 15 and 16 of the City Lease, and (iii) any and all amounts payable by Maker to End User under the End User Lease (as the terms End User and End User Lease are defined in the Mortgage) due to Maker's failure to timely deliver the Mortgaged Property to End User pursuant to the End User Lease as a result of Payee's failure to timely vacate the Mortgaged Property, in its entirety, and cede possession and control of the Mortgaged Property, as provided for pursuant to and in accordance with the City Lease, and otherwise perform all of its tenant obligations pursuant to Section 1.2 and Articles 15 and 16 of the City Lease, time being of the essence, with such credit and offset under the foregoing clauses (i), (ii) and/or (iii), dollar-for-dollar against the next due interest and principal payments due and payable under Section 2(b) of this Note until Maker has credited and offset all such amounts. All costs of enforcement incurred by Maker with respect to the rights of credit and offset created under this Section 3 (including reasonable attorneys' fees and court costs) shall be at the cost and expense of Payee and shall entitle Maker to additional credit and offset hereunder, dollar-for-dollar, to the full extent of such costs.

4. Security for the Loan. This Note is secured by the Mortgage affecting the real property and improvements thereon located in the City of Las Vegas, Clark County, Nevada and more particularly described on Exhibit A to the Mortgage (the "**Mortgaged Property**").

5. Late Charge. If any sum payable under this Note is not paid within ten (10) days of when due (not including, however, Maker's failure to pay the Indebtedness in full on the Maturity Date or upon the prior acceleration of this Note by Payee), Maker shall pay to Payee on demand a late charge equal to three percent (3%) of such unpaid sum to defray the administrative expenses incurred by Payee in processing such delinquent payment and to compensate Payee for the loss of the use of such delinquent payment. Such late charge shall be secured by the Mortgage, and is in addition to any fees and charges of any agents or attorneys which Payee may employ upon occurrence of an Event of Default (as defined in Section 6 hereof), whether authorized herein or by law.

6. Events of Default. The entire outstanding principal balance of this Note, together with any and all accrued and unpaid interest thereon and all other amounts due hereunder and under the Mortgage (all such amounts, collectively, the "**Indebtedness**"), or any portion thereof, shall become immediately due and payable at the option of Payee: (a) if any payment required

under this Note is not paid within ten (10) days of when due; or (b) upon the occurrence of any other Event of Default (after giving effect to applicable grace, notice or cure periods) under and as defined in the Mortgage (each of the foregoing, an "**Event of Default**"). In the event that Payee retains counsel to collect the Indebtedness or any part thereof, or to protect or foreclose the security provided in connection herewith, Maker also agrees to pay, on demand, all costs of enforcement incurred by Payee (including reasonable outside attorneys' fees and court costs). Acceleration of maturity, once made hereunder by the Payee, may at its option be rescinded by a writing to that effect, but the tender and acceptance of partial payment or partial performance alone shall not in any way effect or rescind such acceleration of maturity. The ten (10) day grace period for payment referenced in this Section 6 shall run concurrently with the 35-day statutory cure period under NRS 107.080(20(a)(2).

7. **Default Rate Interest**. Maker hereby agrees that, upon the occurrence of an Event of Default, including Maker's failure to pay the Indebtedness in full on the Maturity Date or upon the prior acceleration of this Note by Payee, Payee shall be entitled to receive, and Maker shall pay, interest on the entire outstanding principal balance and any other amounts due at a rate equal to the Interest Rate plus four hundred (400) basis points (the "**Default Rate**"). Interest shall accrue and be payable at the Default Rate from the occurrence of an Event of Default until all such Events of Default have been fully cured.

8. **Prepayment**. Maker shall have the right at any time and from time to time to prepay all or any part of the outstanding principal balance of the Loan without penalty or prepayment fee.

9. **Recourse**. The Loan is fully recourse to Maker, provided, that, notwithstanding any provision in this Note to the contrary, in no event shall any of Maker's direct or indirect partners, members, shareholders, principals, beneficial owners, officers or directors have any personal liability for the obligations under this Note.

10. **Principal Curtailment of Senior Loan**. Commencing on the third (3rd) anniversary of the Interest Accrual Commencement Date, Maker shall make principal curtailment payments of $500,000 each, on an annual basis, to Senior Lender, and continuing thereafter on each subsequent anniversary until Payee has curtailed $3,000,000 of the outstanding principal amount of the Senior Loan, whereupon such obligation shall terminate. Notwithstanding the foregoing, in the event that the Senior Loan Documents prohibit prepayment of the Senior Loan during the applicable time period or require the payment of a yield maintenance or similar prepayment premium in connection with any such principal curtailment, then and in any such event, Payee shall have the right in the alternative to deliver such principal curtailment(s) into a reserve account held and maintained by, and for the benefit of, Senior Lender.

11. **No Usury**. It is the intent of Maker and Payee to comply at all times with applicable usury laws. If at any time such laws would render usurious any amounts called for under this Note or under the Mortgage, then it is Payee's and Maker's express intention that such excess amount be immediately credited on the principal balance of this Note (or, if this Note has been fully paid, refunded promptly by Payee to Maker, and Maker shall accept such refund), and the provisions hereof and of the Mortgage be immediately deemed to be reformed and the amounts thereafter collectible hereunder reduced to comply with the then applicable laws,

without the necessity of the execution of any further documents, but so as to permit the recovery of the fullest amount otherwise called for hereunder. Maker agrees, however, that in determining whether or not any interest payable under this Note exceeds the highest rate permitted by law, any non-principal payment (except payments specifically stated in this Note to be "interest"), including, without limitation, late charges, shall be deemed to the extent permitted by law, to be an expense, fee or premium rather than interest.

12. Authority. Maker represents that Maker has full power, authority and legal right to execute, deliver and perform its obligations pursuant to this Note and the Mortgage and that this Note and the Mortgage constitute legal, valid and binding obligations of Maker enforceable against Maker in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or at law).

13. Notices. All notices or other communications required or permitted to be given pursuant hereto shall be given in the manner specified in the Mortgage directed to the parties at their respective addresses as provided therein.

(A) 14. Dispute Resolution. By entering into and accepting this Note, Maker and Payee agree that in the event of a dispute arising from or related to this Note or any effort to enforce or interpret any of the terms or provisions hereof, Maker and Payee hall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds Maker and Payee and their successors, and permitted assigns, as applicable. This Section 14 shall survive any termination or repayment in full of this Note and shall remain in effect for the resolution of all claims and disputes that may survive such termination. MAKER AND PAYEE HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

15. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada (excluding choice of law rules thereof) and the applicable laws of the United States of America.

16. Miscellaneous.

(a) No release of any security for the Indebtedness or any person liable for payment of the Indebtedness, no extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note or the Mortgage made by agreement between Payee and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker, and any other person or party now or hereafter liable for the payment of this Note in whole or in part.

(b) Maker and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note in whole or in part, hereby severally (i) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or the Mortgage), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (ii) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (iii) agree that the holder hereof shall not be required first to institute suit or exhaust its remedies hereon against Maker or others liable or to become liable hereon or to perfect or enforce its right against them or any security herefor; (iv) consent to any extensions or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; (v) waive the benefit of all homestead and similar exemptions as to this Note; (vi) agree that their liability under this Note shall not be affected or impaired by any determination that any security interest or lien taken by Payee to secure this Note is invalid or unperfected; and (viii) hereby subordinate any and all rights against Maker and any of the security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full.

(c) This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Payee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

(d) Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Maker" shall include their respective successors, assigns, heirs, executors and administrators.

(e) If Maker consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

(f) A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

(g) The terms, provisions, covenants and conditions hereof shall be binding upon Maker and the heirs, devisees, representatives, successors and assigns of Maker.

(h) Payee shall not have the right to sell, transfer or assign the Loan or this Note or any portion thereof or any interest therein to any person or for any reason, and any purported sale, transfer or assignment in violation of the foregoing prohibition shall be void and unenforceable against Maker. Notwithstanding the foregoing, the following shall not be deemed a prohibited transfer or assignment under this Section 16(h): (i) a transfer or assignment to an Affiliate (as defined in the Mortgage) of Payee, and (ii) a transfer or assignment occurring after the expiration of the lease term (including any extension terms) of the End User Lease (as defined in the Mortgage).

(i) Captions and headings in this Note are for convenience only and shall be disregarded in construing it.

(j) The loan evidenced by this Note is a loan only, and is not intended, and shall not under any circumstances be deemed, to create an equitable or other interest in favor of Payee to any direct or indirect equity interest in Maker.

(k) Time is of the essence of this Note.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Maker has duly executed this Purchase Money Promissory Note on the day and year first above written.

_____,
a _____

Attest:

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, the _____ of _____.

_____
Notary Public

[Notarial Seal]

My Commission Expires:

_____

EXHIBIT "F-2"

$5M PURCHASE MONEY NOTE

See attached.

EXHIBIT F-2

PURCHASE MONEY PROMISSORY NOTE

$5,000,000.00 [_____] , 201[_]
Las Vegas, Nevada

FOR VALUE RECEIVED, [_____], a [_____], having a principal place of business at 206 N. 3rd Street, Las Vegas, Nevada 89101 ("**Maker**"), promises to pay to [_____], a Nevada not for profit corporation ("**Payee**"), at its principal place of business at 400 Stewart Avenue, 2nd floor, Las Vegas, Nevada 89101, or at such other place as the Payee from time to time may designate in writing, the principal sum of FIVE MILLION AND 00/100 DOLLARS ($5,000,000.00) (the "**Loan**"), in lawful money of the United States of America, payable as and in the manner specified in this Note. Capitalized terms used in this Note and not defined herein shall have the meanings given to such terms in that certain Purchase Money Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of even date herewith made by Maker, as grantor, to [_____], as trustee, for the benefit of Payee, as beneficiary (the "**Mortgage**").

1. Maturity Date. The maturity date of the Loan and this Note is June 30, 2043 (the "**Maturity Date**"). The entire outstanding principal balance of this Note, together with any other amounts due under this Note, shall be due and payable, in full, on the Maturity Date.

2. Interest; Payments. There shall be no interest payable on the outstanding principal balance of this Note. In addition, there shall be no scheduled principal payments payable under this Note (other than the payment of the entire outstanding principal balance of the this Note on the Maturity Date as set forth in Section 1 above).

3. Security for the Loan. This Note is secured by the Mortgage affecting the real property and improvements thereon located in the City of Las Vegas, Clark County, Nevada and more particularly described on Exhibit A to the Mortgage (the "**Mortgaged Property**").

4. Events of Default. The entire outstanding principal balance of this Note and all other amounts due hereunder and under the Mortgage (all such amounts, collectively, the "**Indebtedness**"), or any portion thereof, shall become immediately due and payable at the option of Payee, upon the occurrence of any Event of Default (after giving effect to applicable grace, notice or cure periods) under and as defined in the Mortgage (each of the foregoing, an "**Event of Default**"). In the event that Payee retains counsel to collect the Indebtedness or any part thereof, or to protect or foreclose the security provided in connection herewith, Maker also agrees to pay, on demand, all costs of enforcement incurred by Payee (including reasonable outside attorneys' fees and court costs). Acceleration of maturity, once made hereunder by the Payee, may at its option be rescinded by a writing to that effect, but the tender and acceptance of partial payment or partial performance alone shall not in any way effect or rescind such acceleration of maturity..

5. **Default Rate Interest**. Maker hereby agrees that, upon the occurrence of an Event of Default, including Maker's failure to pay the Indebtedness in full on the Maturity Date or upon the prior acceleration of this Note by Payee, Payee shall be entitled to receive, and Maker shall pay, interest on the entire outstanding principal balance and any other amounts due at a rate equal to the Prime Rate plus four hundred (400) basis points (the "**Default Rate**"). Interest shall accrue and be payable at the Default Rate from the occurrence of an Event of Default until all such Events of Default have been fully cured. For purposes of this Section 5, "**Prime Rate**" shall mean the "prime rate" (or "base rate") reported in the Money Rates column or section of The Wall Street Journal published on the second full business day preceding the Maturity Date (or if earlier accelerated, on the second full business day preceding the date notice of acceleration is given) as having been the rate in effect for corporate loans at large U.S. money center commercial banks (whether or not such rate has actually been charged by any such bank) or, if The Wall Street Journal ceases publication of such "prime rate" or "base rate," the annual rate of interest announced by JP Morgan Chase Bank from time to time as its "prime rate" or "base rate" in effect at its principal office in New York, New York at 5:00 p.m., New York City time. Such rate of interest shall be computed on the basis of a 360-day year for the actual number of days elapsed. For purposes of the foregoing sentence, "business day" shall mean any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which New York State banking institutions state are closed.

6. **Prepayment**. Maker shall have the right at any time and from time to time to prepay all or any part of the outstanding principal balance of the Loan without penalty or prepayment fee at a discount of six percent (6%).

7. **Recourse**. The Loan is fully recourse to Maker, provided, that, notwithstanding any provision in this Note to the contrary, in no event shall any of Maker's direct or indirect partners, members, shareholders, principals, beneficial owners, officers or directors have any personal liability for the obligations under this Note.

8. **No Usury**. It is the intent of Maker and Payee to comply at all times with applicable usury laws. If at any time such laws would render usurious any amounts called for under this Note or under the Mortgage, then it is Payee's and Maker's express intention that such excess amount be immediately credited on the principal balance of this Note (or, if this Note has been fully paid, refunded promptly by Payee to Maker, and Maker shall accept such refund), and the provisions hereof and of the Mortgage be immediately deemed to be reformed and the amounts thereafter collectible hereunder reduced to comply with the then applicable laws, without the necessity of the execution of any further documents, but so as to permit the recovery of the fullest amount otherwise called for hereunder. Maker agrees, however, that in determining whether or not any interest payable under this Note exceeds the highest rate permitted by law, any non-principal payment (except payments specifically stated in this Note to be "interest"), including, without limitation, late charges, shall be deemed to the extent permitted by law, to be an expense, fee or premium rather than interest.

9. **Authority**. Maker represents that Maker has full power, authority and legal right to execute, deliver and perform its obligations pursuant to this Note and the Mortgage and that this Note and the Mortgage constitute legal, valid and binding obligations of Maker enforceable against Maker in accordance with their terms, subject to applicable bankruptcy, insolvency,

fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general principles of equity (whether considered in a proceeding in equity or at law).

10. Notices. All notices or other communications required or permitted to be given pursuant hereto shall be given in the manner specified in the Mortgage directed to the parties at their respective addresses as provided therein.

(B) 11. Dispute Resolution. By entering into and accepting this Note, Maker and Payee agree that in the event of a dispute arising from or related to this Note or any effort to enforce or interpret any of the terms or provisions hereof, Maker and Payee hall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds Maker and Payee and their successors, and permitted assigns, as applicable. This Section 11 shall survive any termination or repayment in full of this Note and shall remain in effect for the resolution of all claims and disputes that may survive such termination. MAKER AND PAYEE HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

12. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of Nevada (excluding choice of law rules thereof) and the applicable laws of the United States of America.

13. Miscellaneous.

(a) No release of any security for the Indebtedness or any person liable for payment of the Indebtedness, no extension of time for payment of this Note or any installment hereof, and no alteration, amendment or waiver of any provision of this Note or the Mortgage made by agreement between Payee and any other person or party shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker, and any other person or party now or hereafter liable for the payment of this Note in whole or in part.

(b) Maker and all sureties, endorsers, guarantors and any other party now or hereafter liable for the payment of this Note in whole or in part, hereby severally (i) waive demand, presentment for payment, notice of dishonor and of nonpayment, protest, notice of protest, notice of intent to accelerate, notice of acceleration and all other notices (except any notices which are specifically required by this Note or the Mortgage), filing of suit and diligence in collecting this Note or enforcing any of the security herefor; (ii) agree to any substitution, subordination, exchange or release of any such security or the release of any party primarily or secondarily liable hereon; (iii) agree that the holder hereof shall not be required first to institute suit or exhaust its remedies hereon against Maker or others liable or to become liable hereon or to perfect or enforce its right against them or any security herefor; (iv) consent to any extensions

or postponements of time of payment of this Note for any period or periods of time and to any partial payments, before or after maturity, and to any other indulgences with respect hereto, without notice thereof to any of them; (v) waive the benefit of all homestead and similar exemptions as to this Note; (vi) agree that their liability under this Note shall not be affected or impaired by any determination that any security interest or lien taken by Payee to secure this Note is invalid or unperfected; and (viii) hereby subordinate any and all rights against Maker and any of the security for the payment of this Note, whether by subrogation, agreement or otherwise, until this Note is paid in full.

(c) This Note may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Maker or Payee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

(d) Whenever used, the singular number shall include the plural, the plural the singular, and the words "Payee" and "Maker" shall include their respective successors, assigns, heirs, executors and administrators.

(e) If Maker consists of more than one person or party, the obligations and liabilities of each such person or party shall be joint and several.

(f) A determination that any provision of this Note is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Note to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

(g) The terms, provisions, covenants and conditions hereof shall be binding upon Maker and the heirs, devisees, representatives, successors and assigns of Maker.

(h) Payee shall not have the right to sell, transfer or assign the Loan or this Note or any portion thereof or any interest therein to any person or for any reason, and any purported sale, transfer or assignment in violation of the foregoing prohibition shall be void and unenforceable against Maker. Notwithstanding the foregoing, the following shall not be deemed a prohibited transfer or assignment under this Section 13(h): (i) a transfer or assignment to an Affiliate (as defined in the Mortgage) of Payee, and (ii) a transfer or assignment occurring after the expiration of the lease term (including any extension terms) of the End User Lease (as defined in the Mortgage).

(i) Captions and headings in this Note are for convenience only and shall be disregarded in construing it.

(j) The loan evidenced by this Note is a loan only, and is not intended, and shall not under any circumstances be deemed, to create an equitable or other interest in favor of Payee to any direct or indirect equity interest in Maker.

(k) Time is of the essence of this Note.

IN WITNESS WHEREOF, Maker has duly executed this Purchase Money Promissory Note on the day and year first above written.

_____,
a _____

Attest:

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, the _____ of _____.

_____
Notary Public

[Notarial Seal]

My Commission Expires:

_____

EXHIBIT "G"

PURCHASE MONEY DEED OF TRUST

See attached.

EXHIBIT "G"

ASSESSOR'S PARCEL NO(S). 139-34-501-003 AND 139-34-510-045

Recording Requested By
and After Recording Return to:

City of Las Vegas
400 Stewart Avenue, 2nd floor
Las Vegas, NV 89101
Attn: William Arent, Director
Office of Business Development

PURCHASE MONEY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS PURCHASE MONEY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Deed of Trust**") is made as of [_____], 2011, by [_____], a [_____] ("**Grantor**"), having a principal place of business at 206 N. 3rd Street, Las Vegas, Nevada 89101, to [_____], a [_____], as Trustee ("**Trustee**"), having its principal office at [_____], Las Vegas, Nevada [89101], for the benefit of [_____], a Nevada non profit corporation ("**Beneficiary**"), having a principal place of business at 400 Stewart Avenue, 2nd floor, Las Vegas, Nevada 89101.

RECITALS

A. On even date herewith, Grantor has executed and delivered to Beneficiary (i) a Purchase Money Promissory Note in the principal amount of SEVENTEEN MILLION AND NO/100 DOLLARS ($17,000,000.00) (the "**$17m Note**"), and (ii) a Purchase Money Promissory Note in the principal amount of FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00) (the "**$5m Note**;" together with the $17m Note, and all notes issued in substitution or exchange therefor and all amendments thereto, and any renewals, modifications or extensions thereof, hereinafter, individually and collectively, the "**Note**"), each of the foregoing representing deferred purchase money for that certain real property and improvements located at 400 Stewart Avenue and 221 N. Las Vegas Boulevard, Las Vegas, Nevada 89101, County of Clark, as more fully described on Exhibit A attached hereto and made a part hereof (the "**Land**"), and each such Note representing a loan from Beneficiary to Grantor in the amount of such Note. For purposes hereof, the loan so evidenced by the $17m Note shall sometimes be referred to as the "**$17m Loan**," the loan so evidenced by the $5m Note shall sometimes be referred to as the "**$5m Loan**," the $17m Loan and the $5m Loan together shall be referred to as the "**Purchase Money Loan**," and the Note, this Deed of Trust and any other document at any time evidencing, securing, guaranteeing and/or governing the Purchase Money Loan shall be referred to collectively as the "**Purchase Money Loan Documents**."

B. As intended, Grantor shall and permissively may obtain first lien financing in the maximum principal amount of $18,000,000.00 secured by the Mortgaged Property (together with any extension, modification, consolidation, supplement, amendment, replacement, restatement, assignment, participation or refinancing thereof, the "**Senior Loan;**" the holder of the note evidencing the Senior Loan, together with its successors and assigns, shall be referred to herein as the "**Senior Lender**"), and Beneficiary further acknowledges that Grantor's obligations under the Note and this Deed of Trust are, and shall remain at all times while any senior mortgage or deed of trust (a "**Senior Mortgage**") is outstanding, subject and subordinate to the Senior Loan, the Senior Mortgage and all other documents evidencing, securing, guaranteeing and/or governing the Senior Loan (the "**Senior Loan Documents**"), as further set forth herein, and Grantor and Beneficiary further intend that the proceeds of the Senior Loan shall be used for (i) construction of improvements to the Mortgaged Property, (ii) establishment of required reserves under the Senior Loan, (iii) reimbursement of various project costs to Grantor, (iv) closing and legal costs incurred in connection with the Senior Loan and (v) any other purpose or use permitted under and in accordance with the Senior Loan Documents.

C. Grantor desires to secure to Beneficiary (i) the full and punctual payment of the indebtedness evidenced by the Note, together with interest thereon, when and as the same shall become due and payable, (ii) the performance of the covenants and agreements contained in this Deed of Trust, and (iii) the reimbursement to Beneficiary, or to Trustee or substitute trustee(s), of all amounts that may be advanced as provided for herein, and for any and all costs and expenses incurred or paid which may arise out of or in connection with this Deed of Trust.

NOW, THEREFORE, in consideration of the premises, Grantor hereby does grant and convey unto Trustee, in trust, as specified herein, the Land, together with:

(i) All buildings and improvements, now erected or at any time hereafter constructed or placed upon the Land; and

(ii) All rights, privileges, rights-of-way and easements belonging or appertaining to the Land, or which hereafter shall belong or appertain thereto, and all right, title and interest of Grantor in and to any property lying in the bed of any street, road, avenue or alley, open or closed, in front of or adjoining the same, to the center line thereof; and

(iii) All proceeds of the conversion, voluntary or involuntary, of the Land or any portion thereof into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(iv) All equipment, fixtures, goods, chattels, furniture, furnishings and other tangible personal property, of any kind, nature or description, whether now owned or hereafter acquired by Grantor, which is, are or shall be affixed to, located on or used in connection with the Land, together with any and all additions, replacements and/or substitutions thereto; and

(v) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("**Leases**") relating to the use and enjoyment of all or any part of the

Land and improvements thereon, including, without limitation, that certain Lease Agreement (the "**End User Lease**") by and between Grantor, as landlord, and [_____], as tenant (the "**End User**"), and any and all guaranties and other agreements relating to or made in connection with any of such Leases, including the guaranty of the End User Lease, and all rents, income and revenues from time to time accruing thereunder ("**Rents**").

TO HAVE AND TO HOLD the Land and the foregoing described improvements, rights, proceeds and other personal property (collectively, the "**Mortgaged Property**") unto Trustee, its/his/her successors and assigns, in fee simple, forever;

IN TRUST, NEVERTHELESS, to secure to Beneficiary the payment of principal and interest on the Note and any and all other sums due under the Note and this Deed of Trust, and the performance of all covenants and agreements in the Note and this Deed of Trust, all as herein provided, whereupon this Deed of Trust shall cease and be void, and the Mortgaged Property shall immediately be released and reconveyed to Grantor at the cost of Grantor.

PROVIDED, HOWEVER, that, if (i) Grantor shall default in the payment of the Note or any installment of interest and/or principal thereunder, or shall default in any payment required to be paid under the Note or this Deed of Trust as and when the same shall be due and payable, and any such monetary default shall continue uncured for more than ten (10) days following written notice of default given to Grantor, or (ii) Grantor shall default in the due observance of any other of its representations, covenants, warranties or agreements contained in the Note or this Deed of Trust, and shall fail to cure such default within thirty (30) days after written notice thereof shall have been given to Grantor (or, if such default is of a nature that it reasonably cannot be cured within such thirty (30) day period and Grantor commences to cure such default within such thirty (30) day period and thereafter diligently pursues such cure, such additional period of time as reasonably may be necessary to cure such default but in no event greater than ninety (90) days in the aggregate after the date of the original written notice of such default), or (iii) by order of a court of competent jurisdiction, a trustee, receiver or liquidator of the Land, or of Grantor shall be appointed, and such order shall not be dismissed within ninety (90) days after such appointment, or (iv) Grantor shall file a petition in bankruptcy or for an arrangement or reorganization pursuant to the Federal Bankruptcy Act, or any similar law, federal or state, or, by decree of a court of competent jurisdiction such petition is filed against Grantor with the knowledge and collusion of Grantor and any such petition is not dismissed within ninety (90) days after such filing, or (v) Grantor shall be adjudicated a bankrupt, or be declared insolvent, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver of all or any substantive part of its property (each of the foregoing, an "**Event of Default**"), THEN AND IN ANY SUCH EVENT, at the option of Beneficiary, Beneficiary or Trustee acting in the execution of this Deed of Trust may declare the entire unpaid indebtedness evidenced by the Note and secured hereby immediately due and payable in full, subject, however, to Section 17 herein below and provided that the Senior Loan is not then outstanding, whereupon Trustee shall have the power and it shall be its/his/her duty to sell (and, in the event of a purchaser default, to resell) the Mortgaged Property, at public auction, for cash, in its entirety or in separate lots or parcels, as permissible, and at such time and place and after such prior public advertisement as Trustee shall deem appropriate or as may be required by applicable law or rule of court, and to convey the Mortgaged Property, in fee simple, upon

compliance with the terms of sale, to and at the cost of the purchaser(s), who shall not be required to see to the application of the purchase money.

Trustee hereby irrevocably is appointed the true and lawful attorney-in-fact of Grantor, in its name and stead, with the power of substitution, to convey the Mortgaged Property and to execute all necessary instruments of conveyance, assignment and transfer, Grantor hereby ratifying and confirming all that such attorney-in-fact or such substitute(s) lawfully shall do in accordance with the provisions hereof. Notwithstanding the foregoing, Grantor, if so requested by Trustee or such substitute(s), shall ratify and confirm any such sale by executing and delivering to Trustee all such instruments as may be appropriate.

Subject to Section 17 herein below and the rights of Senior Lender under the Senior Loan Documents, the proceeds of the sale of the Mortgaged Property, as provided for herein, together with any other amounts that then may be held by Trustee pursuant to the provisions hereof, subject to applicable law, shall be applied as follows:

FIRST, any taxes, assessments and other liens prior to this Deed of Trust due and owing at the time of such sale of the Mortgaged Property, except any such taxes, assessments or liens subject to which the Mortgaged Property may and shall have been sold;

SECOND, to the payment of reasonable costs and expenses of such sale (including, without limitation, a reasonable trustee's commission not to exceed 1% of the then outstanding principal balance of the Note);

THIRD, to the payment of any other sums required to be paid pursuant to any provision of the Note or this Deed of Trust (including, without limitation, all authorized and reasonable expenses, liabilities and advances made or incurred by Beneficiary or Trustee hereunder), together with interest thereon at the respective interest rates (if any) set forth in the Note;

FOURTH, to the payment of accrued unpaid interest to date;

FIFTH, to the payment of the principal balance due under the Note; and

SIXTH, the payment of the surplus, if any, to Grantor.

IN ORDER TO PROTECT THE SECURITY OF THIS DEED OF TRUST, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

1. Payments.

(a) Grantor shall pay the Note as and when due and payable.

(b) Grantor shall keep the Mortgaged Property free from statutory liens of every kind; shall pay promptly all taxes, assessments, and other governmental, municipal or public charges, fines or impositions which shall be levied against the Mortgaged Property or

any portion thereof; and, shall pay, in full, under protest and in the manner provided by statute any such tax, assessment, charge, fine or imposition which Grantor may desire to contest.

(c) Grantor shall pay and discharge (or bond off in the manner allowed by law) all lawful claims and demands of mechanics, materialmen, laborers and others, and, generally, shall do or shall cause to be done everything necessary and appropriate to preserve the integrity of this Deed of Trust without cost or expense to Beneficiary or Trustee.

2. Insurance; Casualty. Grantor shall keep the Land, including future improvements, insured against liability and loss by fire and other hazards to such an extent and in such amounts as may be commercially reasonable and in any event in accordance with the Senior Loan Documents, and shall pay promptly, when due, any premium due on such insurance. All insurance shall be carried in reputable companies, shall name Beneficiary as an additional insured and shall provide that, subject to the rights of Senior Lender under the Senior Loan Documents, loss payments will be payable to Beneficiary. In the event of a casualty of any kind or nature resulting in damage to or destruction of the Mortgaged Property or any part thereof, Grantor promptly shall give notice thereof to Beneficiary and, subject to the Senior Loan Documents, any insurance proceeds shall be used for the restoration or repair of the Mortgaged Property at the option of Grantor and any excess thereof paid to Beneficiary in reduction of principal.

3. Inspection. Grantor shall permit Beneficiary, at all reasonable times and after reasonable notice, and further subject to the rights of tenants in possession, to inspect the Mortgaged Property. All inspections by or on behalf of Beneficiary shall be for the benefit of Beneficiary, and Grantor shall have no right to claim any loss or damage against Beneficiary (whether or not an employee of Beneficiary) arising from any alleged negligence or failure to perform such inspections.

4. Compliance With Laws. Grantor shall promptly, fully and faithfully comply with all laws, orders, rules, regulations and requirements of any governmental authority, governmental agency or any court having competent jurisdiction over the Mortgaged Property or Grantor that affect the manner of use, occupancy, possession, operation, maintenance or alteration of the Mortgaged Property. Grantor shall not release, generate, store or dispose of any Hazardous Substances (hereinafter defined) on the Mortgaged Property or on any property adjacent to the Mortgaged Property except for storage, handling and use of reasonable quantities and types of materials used in the ordinary course and the prudent conduct of Maker or End User's operation and maintenance of the Mortgaged Property as an office building and then only in such amounts as are commercially used in commercial office buildings and in accordance with Environmental Laws (hereinafter defined). Grantor promptly shall notify Beneficiary in writing of (a) any and all enforcement, clean-up, removal or other action instituted or in writing threatened by any federal or state agency pursuant to any Environmental Laws, and (b) any and all claims made or in writing threatened by any third party against Grantor or the Mortgaged Property or any part thereof, relating to the existence of, or damage, loss or injury from, any Hazardous Substance. In the event that Grantor discovers any Hazardous Substance on or in the Mortgaged Property, Grantor shall contain and remove the same in compliance with all Environmental Laws. Grantor agrees to indemnify and hold Beneficiary and Trustee harmless

from and against any and all claims, liabilities, costs and expenses incurred by Beneficiary or Trustee, including, without limitation, costs of suit and reasonable attorney's fees, arising from the release, existence or removal of, any Hazardous Substance on or in the Mortgaged Property or any property adjacent to the Mortgaged Property in violation of Environmental Laws and first discovered and first occurring after the date hereof, it being intended that Beneficiary, as beneficial and legal title owner of the Mortgaged Property prior to the date hereof, shall bear the risk of the release, existence or removal of Hazardous Substances and the application of Environmental Laws predating this Deed of Trust. For purposes of this Section 4, the following terms shall have the following meanings:

"**Environmental Law**" means any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with the protection of the environment or wildlife and/or human health and safety, including all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, the Comprehensive Environmental Response and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., and NRS Chapter 459.

"**Hazardous Substance**" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by products (including crude oil or any fraction thereof) and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant under, or the use, manufacture, generation, storage, treatment, transportation, release or disposal of which is regulated by, any Environmental Law.

5. Advances. If Grantor shall fail to perform any of the covenants contained in this Deed of Trust requiring the payment of money, then at any time during the continuance of an Event of Default under the Note or this Deed of Trust, and subject to Section 17 and the rights of Senior Lender under the Senior Loan Documents, Beneficiary, with prior written notice to Grantor, shall have the right to make advances to perform the same and all amounts so advanced shall be a lien upon the Mortgaged Property and shall be secured by this Deed of Trust. Grantor shall repay, on demand, all amounts so advanced hereunder, with interest thereon at the rate set forth in the Note.

6. Estoppel Certificates. Within thirty (30) calendar days of written request therefor given to either party by Beneficiary or Grantor, as the case may be, the party to whom the request is made shall furnish to the other party and/or any such other person(s) as they may have been directed, a written estoppel certificate, duly acknowledged, certifying, as of the date of such estoppel certificate, (i) the unpaid principal balance of the Note, (ii) the date through which interest on the Note has been paid, (iii) whether or not any credits, offsets or defenses exist against the Indebtedness (as defined in the Note) secured by the Note, (iv) whether or not, to the knowledge of the certifying party, an Event of Default shall then have occurred and then be continuing hereunder, under the Note or any other Purchase Money Loan Document (or any other act or omission, which with the passage of time or the giving of notice, would ripen into an Event of Default), and (v) any other certifications reasonably requested. Any statement

delivered pursuant to this Section 6 may be relied on by the requesting party, and their respective successors and assigns.

7. Eminent Domain. Subject to the Senior Loan Documents and all rights of the Senior Lender therein, Grantor hereby assigns and transfers to Beneficiary all right, title and interest of Grantor in and to any award or payment made in connection with any taking of the Mortgaged Property or any portion thereof as a result of, or by agreement in anticipation or in lieu of, any exercise of the power of eminent domain or condemnation. Grantor shall prosecute the same diligently and in good faith, and shall cause the same to be paid over to Beneficiary to the extent of the unpaid Indebtedness evidenced by the Note and secured hereby. Subject to the Senior Loan Documents and the rights of Senior Lender therein, Grantor hereby authorizes Beneficiary to collect any such award or payment or, if any event of default under the Note or this Deed of Trust exists beyond any applicable grace or cure period has occurred and has not been cured, to initiate and prosecute such claim or claims.

8. Representations. Grantor represents and warrants that:

(a) Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of [_____].

(b) Grantor has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and proposed to be conducted, and to enter into this Deed of Trust and the Note and to perform the terms thereof.

(c) Grantor is duly qualified and in good standing wherever necessary to carry on its present business and operations.

(d) Grantor warrants that it has the full right, power and authority to convey the Mortgaged Property to Trustee, and shall warrant specially the Land, and shall execute such further assurances thereof as may be requisite.

(e) For so long as the Senior Loan is outstanding, this Deed of Trust creates a second lien on and security interest in the Mortgaged Property subject only to title exceptions of record and the Senior Mortgage.

(f) Grantor at all times shall keep and shall maintain the Land and the Mortgaged Property in good order and condition, provided that Grantor shall have the right to construct and reconstruct the Mortgaged Property from time to time or at any time as from time to time permitted under the Senior Loan Documents and by the Senior Lender ("Permitted Improvements"). Permitted Improvements (i) may be made only by duly licensed contractors and subcontractors, and only after Grantor and its contractors have obtained all necessary permits from all applicable governmental authorities, (ii) must conform to all rules and regulations established from time to time by any Board of Fire Underwriters, insurance carrier or other body or agency now or hereafter exercising similar functions, and applicable laws and regulations of applicable governmental authorities, and (iii) shall be completed lien free. In connection with any Permitted Improvements constructed by or directed to be constructed by a tenant of the

Mortgaged Property, Grantor shall file a Notice of Non-Responsibility pursuant to Nevada Revised Statutes ("**NRS**") 108.234 and require such tenant to comply in all respects with NRS 108.2403 and 108.2407 (to the extent tenant establishes a construction disbursement account pursuant to NRS 108.2403). Grantor shall obtain and deliver to Beneficiary upon request copies of waivers of mechanics' and materialmen's liens against the Mortgaged Property from time to time obtained. If notwithstanding the foregoing any mechanic's or materialman's lien is filed against the Mortgaged Property for work done or materials furnished to or for Grantor, the lien shall be discharged or affirmatively bonded over by Grantor within twenty (20) business days, provided, that the foregoing shall not operate to or be deemed to impair the right of Grantor to dispute any such claim. Grantor shall defend, indemnify and hold Beneficiary and its officers, employees, agents and invitees, from and against any claim, demand, loss, cause of action, suit, judgment, damage, injury, cost, expense and liability (including reasonable attorneys' fees) arising out of or in connection with Permitted Improvements, unless the same proximately shall have been caused by the act or omission of the Beneficiary, or any of its officers, employees, agents or invitees. The provisions of this Section 8(f) shall survive the payment in full of the Note, notwithstanding any release of this Deed of Trust.

(g) Grantor shall promptly discharge any lien on the Mortgaged Property which Trustee or Beneficiary has not consented to in writing.

(h) Grantor has the power and authority to execute and perform this Deed of Trust and the Note. The execution and performance by Grantor of this Deed of Trust and the Note and the consummation of the transactions contemplated thereby have been duly authorized by all necessary company action.

(i) Grantor's performance hereunder and the consummation of the transactions contemplated hereby shall not and will not, to Grantor's knowledge: (A) constitute a breach of any agreement to which it is a party, or (B) violate any provision of law applicable to Grantor, the certificate of formation, articles of organization, operating agreement, limited liability company agreement, bylaws or other organizational documents of Grantor, or any order, judgment or decree of any court or other agency of government binding on Grantor or its respective properties; or (C) result in or require the creation or imposition of any material lien upon the Mortgaged Property or assets of Grantor (other than the liens of Beneficiary and the Senior Lender).

(j) Grantor is not a party to any pending litigation, investigation or proceeding and to Grantor's actual knowledge, no such litigation, investigation or proceeding has been threatened in writing.

(k) The execution, delivery and performance by Grantor of this Deed of Trust and the Note and the consummation of the transactions contemplated thereby do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any federal, state or other governmental authority or regulatory body (except to the extent unconditionally obtained on or before the date hereof).

(l) This Deed of Trust and the Note when executed and delivered by Grantor

will constitute the legally valid and binding obligations of Grantor enforceable against Grantor in accordance with its terms, subject, however, to bankruptcy, insolvency, moratorium, reorganization and other similar laws affecting creditors' rights generally and to the application of general equitable principles in connection with the enforcement thereof.

9. Affirmative Covenants. Grantor agrees that from the date hereof and until final payment in full of the Note, unless Trustee or Beneficiary shall otherwise consent in writing, Grantor shall:

(a) Comply with all terms and conditions contained in this Deed of Trust and the Note.

(b) Maintain, preserve and keep the Mortgaged Property in good repair, working order and condition, making all replacements, additions and improvements thereto necessary for the proper conduct of its business, operation and maintenance of the Mortgaged Property (subject, however, to Section 8(f) hereof).

(c) Pay and discharge when due, and before subject to penalty or further charge, and otherwise satisfy before maturity or delinquency, all obligations, debts, taxes, and liabilities of whatever nature or amount, except those which Grantor in good faith disputes in accordance with applicable laws.

(d) Construct any and all alterations and perform any and all repairs of the Mortgaged Property in a good and workmanlike manner, in conformance with applicable laws and pursuant to a valid building permit(s) and otherwise in accordance with Section 8(f) hereof.

(e) From and after such time as Grantor obtains a Senior Loan and for so long as the Senior Loan is outstanding, maintain a DSCR of 1.0:1.0. For the purposes of this provision, the following terms shall have the following meanings: (i) "**DSCR**" shall mean a ratio, the numerator of which is Net Cash Flow for the relevant period and the denominator of which is the aggregate of debt service on the $17m Loan (but only with respect to outstanding principal and interest) and the Senior Loan that would be due for the relevant period, with the debt service on the $17m Loan being calculated using an interest rate of 5.125% and an amortization period of 30 years, and the debt service on the Senior Loan being the actual debt service thereon; (ii) "**Net Cash Flow**" shall mean for the relevant period, Revenues less Operating Expenses; (iii) "**Revenues**" shall mean all income and revenue of every kind and description (net of an allowance for doubtful accounts in accordance with generally accepted accounting principles ("**GAAP**")) whether paid in cash or on credit resulting or arising from the ownership, use, occupancy or operation of the Mortgaged Property and all of its facilities, as determined in accordance with GAAP; and (iv) "**Operating Expenses**" shall mean all of the reasonable operating, maintenance and other costs and expenses resulting from the ownership, occupancy, operation and maintenance of the Mortgaged Property incurred by Grantor, as determined in accordance with GAAP, other than debt service payments on the Senior Loan and Purchase Money Loan. Calculation of the DSCR shall be determined mutually by Beneficiary and Grantor in the exercise of their good faith judgment.

(f) Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right to require the establishment of a lockbox regime to be established by and maintained at the direction and pursuant to the authority of Senior Lender. In connection therewith, any and all funds deposited into such lockbox account will be disbursed pursuant to a waterfall which provides for the application of monies deposited first, to taxes and insurance, then to operating expenses of the Mortgaged Property approved by Senior Lender, then to reserves established by Senior Lender, then to debt service of Senior Lender, then to fees, expenses, protective advances and all other amounts owed to Senior Lender, then as directed by Beneficiary to be applied to amounts due and payable under and in accordance with this Note, and lastly, the remainder to Grantor. All terms and conditions of the lockbox regime and related documentation will be subject to the prior consent and approval of Senior Lender in its sole discretion.

10. Negative Covenants.

(a) Grantor agrees that from the date hereof until final payment in full of the Note, unless Trustee or Beneficiary shall otherwise consent in writing, Grantor shall not create, assume, or permit to exist any mortgage, security deed, deed of trust, pledge, lien, charge or other encumbrance on any of its assets, whether now owned or hereafter acquired, other than: (i) security interests required by this Deed of Trust or the Note; (ii) liens for taxes contested in good faith; (iii) title exceptions of record; (iv) non-monetary encumbrances consisting of easements, rights of way, zoning restrictions on the use of real property and other minor non-monetary liens or encumbrances as are reasonable and customary for the development of the Mortgage Property for its intended use; and (v) the Senior Mortgage.

(b) Grantor agrees that from the date hereof until the termination of the Cordish/Symphony Park ENA (as defined in the Disposition and Development Agreement dated effective as of December 1, 2010 by and between the City of Las Vegas, Nevada, a political subdivision of the state of Nevada, and [_____], a [_____] (the "**DDA**")), Grantor shall not use the Mortgaged Property or the Option Parcels (as defined in the DDA) for any gaming use characterized as a "nonrestricted operation" or requiring a "nonrestricted license" as those terms are defined by NRS 463.0177.

11. Due on Sale; Assignment and Assumption of the Purchase Money Loan. All amounts due under the Note and this Deed of Trust shall become immediately due and payable, at the option of Beneficiary, if there should be any sale, conveyance, transfer, encumbrance, assignment of the Mortgaged Property without the prior written consent of Beneficiary. Notwithstanding the foregoing or anything to the contrary herein, Grantor shall have the right to sell, convey, assign or transfer the Mortgaged Property to End User upon sixty (60) days prior written notice to Beneficiary of such transfer, and the Purchase Money Loan shall be assignable to and assumable by End User without restriction or condition. Provided End User shall have assumed Grantor's obligations and liabilities first arising under the Note and this Deed of Trust from and after the date of the sale, conveyance, assignment or transfer in form reasonably acceptable to Beneficiary, Grantor shall be prospectively released from its obligations under the Purchase Money Loan and the Purchase Money Loan Documents, but notwithstanding the foregoing, Grantor shall not be released from Grantor's obligations under the Purchase

Money Loan and the Purchase Money Loan Documents arising prior to the date of such sale, conveyance, assignment or transfer of the Mortgaged Property.

12. Substitute Trustees. Beneficiary shall have the irrevocable power to appoint successors or substitute trustees, such power to be exercisable at any time and from time to time hereafter, without notice, by the filing for record of a deed of appointment of successor or substitute trustee(s) in the office where this Deed of Trust is recorded. Any co-trustees acting hereunder may alone exercise any and all powers herein granted, and any such exercise by a single trustee shall have the same force and effect as if such co-trustees together had acted.

13. Assignment of Leases and Rents. The following provisions of this Section 13 expressly are subject to the Senior Loan Documents and the rights of Senior Lender thereunder:

(a) Grantor irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all Leases and Rents and other benefits of the Mortgaged Property, whether now due, past due or to become due, including all prepaid rents and security deposits. This is an absolute assignment, not merely an assignment for security only and shall continue in effect until the Debt is paid and satisfied in full. Upon and during the continuance of an Event of Default, Grantor hereby gives Lender the right to collect the Rents and apply them in payment of the principal, interest and all other sums payable under the Note and this Deed of Trust. Subject to the License granted to Grantor under paragraph (b) below, Lender has the right, power and authority to collect any and all Rents.

(b) Beneficiary confers upon Grantor a revocable license ("**License**") to enforce the Leases and collect and retain the Rents as they become due and payable (excluding, however, Beneficiary's allocable portion of liquidated damages payable by End User as further set forth in paragraph (d) herein below, which Grantor agrees shall be held in trust and turned over to Beneficiary for credit to principal under the Purchase Money Loan) so long as no Event of Default shall exist and be continuing. Grantor shall deliver such Rents to Beneficiary as are necessary for the payment of principal, interest and other sums payable under the Note and this Deed of Trust as such sums become due. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion and which it may exercise without taking possession of the Mortgaged Property, to terminate this License upon ten (10) days written notice to or demand upon Grantor.

(c) Except as otherwise permitted under this Deed of Trust, for the term of the End User Lease, Grantor shall not, without Beneficiary's prior written consent, which shall not be unreasonably withheld or delayed, (i) voluntarily terminate the End User Lease (excluding customary terminations for cause, casualty, condemnation and the like), (ii) reduce the rent payable under the End User Lease below the amounts payable in the first Lease year, (iii) waive future Rents (without reasonable business purpose), or (iv) release the guaranty of the End User Lease.

(d) In reliance on the "Liquidated Damages Disclosure" this date delivered by Grantor to Beneficiary pursuant to Section 10.2(d) of the DDA, if and to the extent that Grantor,

as landlord under the End User Lease, recovers liquidated damages ("**Liquidated Damages**") from End User as a result of the wrongful repudiation of the End User Lease by End User or the wrongful failure or refusal of End User to accept possession of the Mortgaged Property as more fully described in the Liquidated Damages Disclosure, then, subject to the rights of Senior Lender under the Senior Loan Documents, Grantor shall pay to Beneficiary, and Beneficiary shall be entitled to receive from Grantor (net of all collection and legal fees attendant thereto), sixty-five percent (65%) of the amount of any such recovered Liquidated Damages as, when and if received, it being agreed that the remainder of any such net recovery shall be and remain the property of Grantor. For purposes of the foregoing, the agreement of Grantor hereunder to pay to Beneficiary, and the right of Beneficiary to receive, such 65% portion of any such net recovery shall not be deemed to grant to Beneficiary any right to enforce the obligation of the End User for Liquidated Damages in any respect whatsoever (whether as Beneficiary hereunder or under any third party beneficiary theory), and the same shall only be enforceable against the End User by Grantor. In furtherance of the foregoing, Grantor shall have the sole right and authority, subject to this paragraph (d), to:

(i) enforce such Liquidated Damages obligation against End User;

(ii) grant, modify and/or waive the payment terms of the payment of such Liquidated Damages, including but not in limitation reducing the amount payable to Grantor or accepting installment payments each in connection with any settlement of claims respecting such Liquidated Damages;

(iii) amend or modify the terms of the End User Lease governing the obligation of End User for such Liquidated Damages; and

(iv) enter into a settlement and accord with End User for any such Liquidated Damages claim;

all of the foregoing in the good faith judgment of Grantor and on an arm's length basis. Notwithstanding the foregoing, (x) Grantor shall have the obligation to initiate legal action against the End User (or arbitration or mediation of the same) as a result of the End User's wrongful repudiation of the End User Lease, or the wrongful failure or the refusal of End User to accept possession of the Mortgaged Property, as described above, if a settlement and accord in good faith shall not be obtained between Grantor and End User within one (1) year of the date of such repudiation or failure, provided, that, Grantor shall have no obligation to pursue any appeal of any such litigation (or arbitration or mediation), and (y) Grantor shall not reduce the amount of Liquidated Damages sought from End User as a concession or consideration in any other contested matter or dispute between Grantor and End User unrelated to End User's wrongful repudiation of the End User Lease or the wrongful failure or the refusal of End User to accept possession of the Mortgaged Property. The parties hereby further agree that, during the pendency of any litigation (or arbitration or mediation) between End User and Grantor, Grantor shall have no obligation to disclose to Beneficiary any writings not appearing in the public record including without limitation any settlement or other document between End User and Grantor, and further, the terms of any settlement and accord may be subject to confidentiality and Grantor may be prohibited from delivering or disclosing the same to Beneficiary (or any

agency or agent or representative of the City). In addition, in order to protect the proprietary nature of the economic and material terms of the End User Lease, and notwithstanding any provision express or implied of this Deed of Trust to the contrary, because the Beneficiary is a governmental instrumentality subject to FOIA disclosure and/or NRS 239.010, the End User Lease itself shall not be deliverable to Beneficiary (or any agency or agent or representative of the City), it being acknowledged that Grantor heretofore provided to Beneficiary the reasonable opportunity to examine a copy of the End User Lease. Subject to the rights of Senior Lender under the Senior Loan Documents, Grantor shall pay to Beneficiary its allocable portion of any Liquidated Damages within fifteen (15) days of Grantor's receipt thereof, which payment shall be accompanied by a written certification executed by a manager or managing member of Grantor and made under penalty of perjury that Grantor has complied with subsections (x) and (y) of this Section 13(d).

14. Security Agreement.

(a) The parties intend for this Deed of Trust to create a lien on the Mortgaged Property, and an absolute assignment of the Rents in favor of Beneficiary. The parties acknowledge that some of the Mortgaged Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Mortgaged Property or Rents may be or be determined to be personal property, Grantor as debtor hereby grants Beneficiary as secured party a security interest in all such Mortgaged Property (including, any replacement or substituted property) and Rents, to secure payment and performance of the Note. This Deed of Trust constitutes a security agreement under the Uniform Commercial Code as adopted in the State of Nevada covering all such Mortgaged Property and Rents. Beneficiary shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as adopted in the State of Nevada, as well as all other rights and remedies available at law or in equity.

(b) Grantor shall authorize, at the cost of Grantor, the filing of and/or execute one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in the Mortgaged Property or Rents. In the event that Grantor fails to authorize the filing of and/or execute any financing statements or other documents for the perfection or continuation of any security interest or in the event Beneficiary chooses to authorize the filing of and/or execute such financing statement on Grantor's behalf, Grantor hereby authorizes and empowers Beneficiary and irrevocably appoints Beneficiary as Grantor's agent and attorney-in-fact to authorize the filing of and/or execute and file, on Grantor's behalf, all financing statements, refilings, amendments, renewals and continuations thereof as Beneficiary deems necessary or advisable to create, preserve and protect such lien. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

15. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code as adopted by the State of Nevada, as amended or recodified from time to time, covering any property which now is or later

may become fixtures attached to the Mortgaged Property. For this purpose, the respective addresses of Grantor, as debtor, and Beneficiary, as secured party, are as set forth in the preamble of this Deed of Trust.

16. Local Law Provisions. With respect to the Mortgaged Property which is located in the State of Nevada, notwithstanding anything contained herein to the contrary, the provisions set forth on Exhibit B attached hereto and made a part hereof control in the event of any conflict with the other terms of this Deed of Trust.

17. Subordination; Senior Loan; Notice of Default.

(a) By its acceptance of the Note and this Deed of Trust, Beneficiary acknowledges and agrees that the Purchase Money Loan and this Deed of Trust and the liens and security interests created hereby, and all rights, remedies, terms and covenants contained herein, are subordinate to the Senior Loan, the liens, security interest, assignments of leases and rents and other encumbrances created under the Senior Mortgage, and all of the terms, covenants, conditions, rights and remedies contained in the other Senior Loan Documents, as more fully provided for on Exhibit C attached hereto and made a part hereof. No extension, modification, consolidation, supplement, amendment, replacement and/or restatement to the Senior Loan Documents or waivers of any provisions thereof shall affect the subordination of the Purchase Money Loan and this Deed of Trust as set forth in this Section 17.

(b) The subordination effected by this Section 17 and Exhibit C attached hereto is conditional upon the Senior Loan being made by a Senior Lender that is a recognized financial institution or private lender whose ordinary and usual business is or includes the making of loans secured by real property, and that the Senior Loan shall be in the maximum stated principal amount of $18,000,000.00.

(c) Grantor shall send to Beneficiary a copy of each written notice of default or event of default or notice of acceleration received by Grantor from the Senior Lender within three (3) business days after receipt thereof by Grantor. As used in this Deed of Trust, "**business days**" means all days other than Saturdays, Sundays, holidays and other days on which federal or state banks doing business in the State of Nevada are permitted to close. Wherever in this Deed of Trust (i) any provision governs the date of commencement or expiration of any time period, or the date of occurrence of any act or event, if any such date otherwise would fall on a day other than a business day, then such date instead shall be deemed for all purposes of this Deed of Trust to commence or expire, or occur, as the case may be, on the next succeeding business day.

18. Miscellaneous.

(a) Any and all notices, consents or approvals required or permitted to be given pursuant to this Deed of Trust shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) legible facsimile transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a) or (b) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Deed of Trust shall be as follows:

(i) If to Beneficiary:
c/o City of Las Vegas
400 Stewart Avenue, 2nd floor
Las Vegas, NV 89101
Attn: William Arent, Director
Office of Business Development
Facsimile: 702-385-3128

with a copy to:
Rosenfeld & Rinato
9029 S. Pecos Road, #2800
Henderson, NV 89074
Attn: Michael C. Niarchos, Esq.
Facsimile: 702-385-3025

(ii) if to Trustee:
_____
_____
_____
Attn: _____
Facsimile: _____

(iii) if to Grantor:
_____
_____
_____
Attn: _____
Facsimile: _____

with a copy to:
_____
_____
_____

Attn: _____
Facsimile: _____

The parties from time to time may designate a change of address by notice, in writing, given in accordance with the provisions hereof.

(b) Benefit and Burden. The provisions of the Note and this Deed of Trust shall run with and bind the Mortgaged Property, and shall bind and inure to the benefit of Grantor, its successors and permitted assigns, Trustee, and any successor or substitute trustee or trustees, and Beneficiary, and its successors.

(c) Prohibition on Assignment. Beneficiary shall not have the right to sell, transfer or assign the Purchase Money Loan or the Note or any portion thereof or any interest therein to any person or for any reason, and any purported sale, transfer or assignment in violation of the foregoing prohibition shall be void and unenforceable against Grantor. Notwithstanding the foregoing, the following shall not be deemed a prohibited transfer or assignment under this Section 18(c): (i) a transfer or assignment to an Affiliate of Beneficiary, and (ii) a transfer or assignment occurring after the expiration of the lease term (including any extension terms) of the End User Lease. For purposes of this Section 18(c), "**Affiliate**" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with Beneficiary.

(d) Waiver; Modification. No term or provision of this Deed of Trust may be waived or modified except by instrument in writing executed by the party or parties against whom it is to be enforced.

(e) Governing Law. This Deed of Trust shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Nevada.

(f) Severability. If any term or provision of any of the Note or this Deed of Trust shall be held invalid, illegal or unenforceable, in whole or in part, or if any term or provision of either of the Note or of this Deed of Trust operates or prospectively would operate to invalidate this Deed of Trust, then, such term or provision shall not affect, prejudice or disturb the continuing validity of the remaining terms and provisions of the Note and this Deed of Trust, which shall continue in full force and effect.

(g) Dispute Resolution. By entering into and accepting this Mortgage, Grantor and Beneficiary agree that in the event of a dispute arising from or related to this Mortgage or any effort to enforce or interpret any of the terms or provisions hereof, Grantor and Beneficiary shall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds Grantor and Beneficiary and their successors, and

permitted assigns, as applicable. This Section 18(g) shall survive any termination of this Mortgage or repayment in full of the Note and shall remain in effect for the resolution of all claims and disputes that may survive such termination. GRANTOR AND BENEFICIARY HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

(h) Counterpart Signatures. This Deed of Trust may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

(i) No Third Party Beneficiaries. The parties hereto expressly declare that it is their joint and mutual intention that this Deed of Trust and the transactions contemplated hereby shall not be construed as creating a third party beneficiary contract, and this Deed of Trust shall not be construed as giving or conferring any rights or benefits whatsoever to or upon any other persons or entities other than Grantor, Trustee and Beneficiary, and any Senior Lender.

(j) Maintaining Priority of the Deed of Trust. Grantor shall, at its expense, cause the recordation of this Deed of Trust and of any other instrument evidencing or securing the Note wherever such recording would or might be required in order to protect the second lien and priority of this Deed of Trust or such instrument against the claims of third parties other than the Senior Lender. Grantor hereby covenants and agrees at all times, at its sole expense, take such other action and execute and record such other instruments as may be necessary or desirable to preserve and protect the second lien and priority of this Deed of Trust and all other instruments evidencing or securing the Note subject to the Senior Loan, the Senior Mortgage and the Senior Loan Documents.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE APPEARS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be executed and delivered under seal as of the day and year first above written.

GRANTOR:

[_____],
a [_____]

By:_____
Name: _____
Title:_____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, the _____ of _____.

_____
Notary Public

[Notarial Seal]

My Commission Expires:

_____

Exhibit A

LEGAL DESCRIPTION

(See Attached)

Exhibit B

NEVADA DEED OF TRUST PROVISIONS

(A) Nevada Trustee Provisions. In case of the resignation of Trustee, or the inability (through death or otherwise), refusal or failure of Trustee to act, or at the option of Beneficiary for any other reason (which reason need not be stated), a substitute Trustee may be named, constituted and appointed by Beneficiary, without other formality than an appointment and designation in writing, which appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and this conveyance shall vest in the substitute Trustee the title, power and duties herein conferred on Trustee originally named herein, and the conveyance by the substitute Trustee to the purchaser(s) at any sale of the Mortgaged Property or any part thereof shall be equally valid and effective. The right to appoint a substitute Trustee shall exist as often and whenever from any of said causes, Trustee, original or substitute, resigns or cannot, will not or does not act, or Beneficiary desires to appoint a new Trustee. No bond shall ever be required of Trustee, original or substitute. The recitals in any conveyance made by Trustee, original or substitute, shall be accepted and construed as prima facie evidence and proof of the facts recited, and no other proof shall be required as to the request by Beneficiary to Trustee to enforce this Deed of Trust, or as to the notice of or holding of the sale, or as to any particulars thereof, or as to the resignation of Trustee, original or substitute, to act, or as to the election of Beneficiary to appoint a new Trustee, or as to appointment of a substitute Trustee, and all prerequisites of said sale shall be presumed to have been performed; each sale made under the powers herein granted shall be a perpetual bar against Grantor and the heirs, personal representatives, successors and assigns of Grantor. Trustee, original or substitute, is hereby authorized and empowered to appoint any one or more persons as attorney-in-fact to act as Trustee under him and in his name, place and stead in order to take any actions that Trustee is authorized and empowered to do hereunder, such appointment to be evidenced by an instrument signed and acknowledged by said Trustee, original or substitute; and all acts done by said attorney-in-fact shall be valid, lawful and binding as if done by said Trustee, original or substitute, in person.

(B) Nevada Power of Sale and Foreclosure Provisions.

(1) Beneficiary may, by and through Trustee, or otherwise, under power of sale, sell or offer for sale the Mortgaged Property in such portions, order and parcels as Beneficiary may determine, with or without having first taken possession of same, to the highest bidder, for cash at public auction.

(2) Beneficiary may, at its option, accomplish all or any of the aforesaid in such manner as permitted or required by the Nevada Revised Statutes regarding foreclosure of real estate and the Nevada Uniform Commercial Code regarding foreclosure of personal property. Nothing contained in this section shall be construed to limit in any way Trustee's right to sell the Mortgaged Property by private sale if, and to the extent that such private sale is permitted under the laws of the state where the Mortgaged Property (or that portion thereof to be sold) is located or by public or private

sale after entry of a judgment by any court of competent jurisdiction ordering same. At any such sale:

(i) whether made under the power of sale herein contained, any other legal requirement or by virtue of any judicial proceedings or any other legal right, remedy or recourse, it shall not be necessary for Trustee to have physically present, or to have constructive possession of, the Mortgaged Property (Grantor shall deliver to trustee any portion of the Mortgaged Property not actually or constructively possessed by Trustee immediately upon demand by Trustee) and the title to and right of possession of any such property shall pass to the purchaser thereof as completely as if the same had been actually present and delivered to purchaser at such sale;

(ii) each and every recital contained in any instrument of conveyance made by Trustee shall conclusively establish the truth and accuracy of the matters recited therein, including without limitation, nonpayment of the Debt, advertisement and conduct of such sale in the manner provided herein and otherwise by law and appointment of any successor Trustee hereunder;

(iii) any and all prerequisites to the validity thereof shall be conclusively presumed to have been performed;

(iv) the receipt of Trustee or of such other party or officer making the sale shall be sufficient to discharge the purchaser or purchasers for his or their purchase money, and no such purchaser or purchasers, or his or their assigns or personal representatives, shall thereafter be obligated to see to the application of such purchase money or be in any way answerable for any loss, misapplication or nonapplication thereof;

(v) to the fullest extent permitted by law, Grantor shall be completely and irrevocably divested of all of its right, title, interest, claim and demand whatsoever, either at law or in equity, in and to the property sold, and such sale shall be in perpetual bar, both at law and in equity, against Grantor and against all other persons claiming or to claim the property sold or to any part thereof by, through or under Grantor; and

(vi) to the extent and under such circumstances as permitted by law, Beneficiary may be a purchaser at any such sale.

(C) To the extent that this Deed of Trust encumbers both real and personal property, Beneficiary may, in the sole discretion of Beneficiary, either alternatively, concurrently, or consecutively in any order, proceed with any of the following rights and remedies:

(1) Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies under applicable law in respect to real property; or

(2) Proceed as to the real property in accordance with Beneficiary's rights and remedies in respect to real property and proceed as to any personal property in accordance with Beneficiary's rights and remedies to personal property. Beneficiary may, in the sole discretion of Beneficiary, appoint Trustee as the agent of Beneficiary for the purpose of disposition of any personal property in accordance with the Nevada Uniform Commercial Code. Grantor hereby authorizes Trustee to act accordingly.

(D) If Beneficiary should elect to proceed as to both the real and personal property collateral in accordance with Beneficiary's rights and remedies in respect to real property, then the following shall occur:

(1) The Mortgaged Property, including all of the Land, improvements, fixtures, personal property and Leases may be foreclosed upon and sold by either private sale or judicial action, in the manner provided in this Deed of Trust, in one lot, or in separate lots consisting of any combination or combinations of real and personal property, as the Beneficiary may elect, in the sole discretion of Beneficiary.

(2) Grantor acknowledges and agrees that a disposition of any personal property in accordance with Beneficiary's rights and remedies in respect to real property, as hereinabove provided, is a commercially reasonable disposition of personal property. Beneficiary may, in the sole discretion of Beneficiary appoint Trustee as the agent of Beneficiary for the purpose of disposition of personal property in accordance with Beneficiary's rights and remedies under applicable law in respect to real property. Grantor hereby authorizes Trustee to act accordingly.

(E) If Beneficiary should elect to proceed as to personal property in accordance with Beneficiary's rights and remedies in respect to personal property, Beneficiary shall have all of the rights and remedies conferred upon a secured party by the Nevada Uniform Commercial Code.

(F) Trustee may sell all or any portion of the Mortgaged Property together or in lots or parcels and in such manner and order as Trustee or Beneficiary, in their sole discretion, may elect. The sale or sales by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the Debt and the expenses of enforcing this Deed of Trust, then the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales had been made; provided, however, that Grantor shall never have any right to require sale or sales of less than the whole of the Mortgaged Property, but Beneficiary shall have the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property.

(G) Beneficiary shall have the right to become the purchaser at the sale of the Mortgaged Property hereunder or pursuant to any other means and shall have the right to be credited on the amount of its bid therefor all of the Debt and obligations due and owing as of the date of such sale.

(H) The purchaser at any Trustee's foreclosure sale hereunder may disaffirm any easement granted, or rental, lease or other contract made subsequent to the recording of this Deed of Trust in violation of any provisions of this Deed of Trust and may take immediate possession of the Mortgaged Property free from and despite the terms of, such grant of easement and rental, lease or other contract.

(I) When not inconsistent with any other provision hereof, covenant numbers 1, 2 (full replacement value), 3, 4 (note rate), 5, 6, 7 (a reasonable percentage), 8 and 9 of Nevada Revised Statutes § 107.030 are hereby adopted and made a part of this Deed of Trust.

****

[END OF EXHIBIT B]

Exhibit C

SUBORDINATION AND STANDSTILL;
BENEFICIARY RIGHTS WITH RESPECT TO SENIOR LOAN

1. Subordination and Standstill. For so long as the Senior Loan is outstanding, Beneficiary shall agree to and be bound by the following provisions:

(A) Beneficiary shall not take any Enforcement Action against Grantor or any guarantor of the Purchase Money Loan without Senior Lender's consent (which may be given or withheld in the sole discretion of Senior Lender);

(B) Beneficiary shall not, without Senior Lender's consent (which may be given or withheld in the sole discretion of Senior Lender) in each instance, enter into any amendment, deferral, extension, modification, increase, renewal, replacement, consolidation, supplement or waiver of the Purchase Money Loan, the Note or this Deed of Trust or any Purchase Money Loan Documents, and subject to the foregoing, Beneficiary shall deliver to Senior Lender copies of any and all modifications, amendments, extensions, consolidations, spreaders, restatements, alterations, changes or revisions to any one or more of the Purchase Money Loan Documents (including, without limitation, any side letters, waivers or consents entered into, executed or delivered by Beneficiary) within a reasonable time after any of such applicable instruments have been executed by Beneficiary;

(C) Beneficiary acknowledges that to the extent that each of Senior Lender and Beneficiary have under the Purchase Money Loan Documents and Senior Loan Documents, respectively, certain approval or consent rights over the same subject matters (regardless of whether the obligations or rights are identical or substantially identical), Beneficiary agrees that Senior Lender shall exercise such approval rights on behalf of both Senior Lender and Beneficiary, and Beneficiary shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby. Without limiting the generality of the foregoing, Senior Lender shall have all approval, consent and oversight rights in connection with the Mortgaged Property or the Senior Loan, including but not in limitation, relating to property construction and budgetary oversight and approvals, lease modifications (subject to Section 13(c) of this Deed of Trust), public takings and casualty claims and related insurance claims and proceeds, and easement and other title grants, and Beneficiary shall have no right to object to any such action or approval taken by Senior Lender and shall consent thereto and be bound thereby;

(D) All of Beneficiary's rights to payment of the Purchase Money Loan and the obligations evidenced by the Purchase Money Loan Documents are subordinate to all of Senior Lender's rights to payment by Grantor (and any guarantor of the Purchase Money Loan) of the Senior Loan and the obligations secured by the Senior Loan Documents, and Beneficiary Lender shall not accept or receive payments (including, without limitation, whether in cash or other property and whether received directly, indirectly or by set-off, counterclaim or otherwise) from Grantor (or any guarantor of the Purchase Money Loan) and/or from the Mortgaged Property prior to the date that all obligations of Grantor to Senior Lender under the Senior Loan Documents are indefensibly paid in full; provided, that, notwithstanding the foregoing, so long as

no event of default shall then exist under the Senior Loan Documents or any proceeding of the nature described in paragraph (G) below, Beneficiary may accept interest and principal payments from Grantor payable under the Note and this Deed of Trust.

(E) In furtherance and not in limitation of the foregoing paragraph (D), all payments or distributions upon or with respect to the Purchase Money Loan which are received by Beneficiary contrary to the provisions of this Exhibit C shall be received and held, in trust, by Beneficiary for the benefit of Senior Lender and shall be paid over to Senior Lender in the same form as so received (with any necessary endorsement) to be applied (in the case of cash) to, or held as collateral (in the case of non-cash property or securities) for, the payment or performance of the Senior Loan in accordance with the terms of the Senior Loan Documents.

(F) Further, in addition and not in limitation of the foregoing paragraphs (D) and (E), in the event of a casualty to the buildings or improvements constructed on any portion of the Mortgaged Property or a condemnation or taking under a power of eminent domain of all or any portion of the Mortgaged Property, Senior Lender shall have a first and prior interest in and to any payments, awards, proceeds, distributions, or consideration arising from any such event.

(G) Beneficiary shall not, and shall not solicit any person or entity to, and shall not direct or cause Grantor (or any guarantor of the Purchase Money Loan) to direct or cause Grantor to: (i) commence any Proceeding; (ii) institute proceedings to have Grantor (or any guarantor of the Purchase Money Loan) adjudicated a bankrupt or insolvent; (iii) consent to, or acquiesce in, the institution of bankruptcy or insolvency proceedings against Grantor (or any guarantor of the Purchase Money Loan); (iv) file a petition or consent to the filing of a petition seeking reorganization, arrangement, adjustment, winding-up, dissolution, composition, liquidation or other relief by or on behalf of Grantor (or any guarantor of the Purchase Money Loan); (v) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for Grantor (or any guarantor of the Purchase Money Loan), the Mortgaged Property (or any portion thereof) or any other collateral securing the Senior Loan (or any portion thereof); (vi) make an assignment for the benefit of any creditor of Grantor (or any guarantor of the Purchase Money Loan); (vii) seek to consolidate the Mortgaged Property or any other assets of Grantor (or any guarantor of the Purchase Money Loan) with the assets of any other person in any proceeding relating to bankruptcy, insolvency, reorganization or relief of debtors; or (viii) take any action in furtherance of any of the foregoing.

(H) In any Proceeding (i) Beneficiary hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action in any Proceeding by or against Grantor (or any guarantor of the Purchase Money Loan) without the prior consent of Senior Lender; (ii) Senior Lender may vote in any such Proceeding any and all claims of Beneficiary, and Beneficiary hereby appoints Senior Lender as its agent, and grants to Senior Lender an irrevocable power of attorney coupled with an interest, and its proxy, for the purpose of exercising any and all rights and taking any and all actions available to Beneficiary in connection with any case by or against Grantor (or any guarantor of the Purchase Money Loan) in any Proceeding, including without limitation, the right to file and/or prosecute any claims, to vote to accept or reject a plan, to make any election under Section 1111(b) of the Bankruptcy Code; and (iii) Beneficiary not challenge the validity or amount of any claim submitted in such Proceeding by Senior Lender any valuations of the

Mortgaged Property or other Senior Loan collateral submitted by Senior Lender, in such Proceeding or take any other action in such Proceeding, including, without limitation, any action that is adverse to Senior Lender's enforcement of its claim or receipt of adequate protection (as that term is defined in the Bankruptcy Code).

(I) Beneficiary hereby agrees that Senior Lender may, at its option (but without any obligation to do so), at any time (including during the pendency of a Proceeding), purchase the Purchase Money Loan at par (and without liability for any prepayment premiums or liquidated damages set forth in the Purchase Money Loan Documents), and in addition, Senior Lender shall have the right, but shall not have any obligation, to cure any Event of Default under the Purchase Money Loan Documents until ninety (90) days following Senior Lender's receipt of written notice from Beneficiary stating that all cure periods resulting from such Event of default have expired and setting forth in reasonable detail any Enforcement Action proposed to be taken by Beneficiary as a consequence of such Event of Default.

(J) In furtherance of the foregoing paragraph (I), Senior Lender shall not be subrogated to the rights of Beneficiary under the Purchase Money Loan Documents by reason of Senior Lender having cured any such Event of Default under the Purchase Money Loan Documents, and notwithstanding the foregoing, Beneficiary acknowledges that all amounts advanced or expended by Senior Lender to cure any Event of Default under the Purchase Money Loan Documents shall be added to and become a part of the Senior Loan obligations pursuant to the terms of the Senior Mortgage.

(K) Beneficiary shall, within thirty (30) calendar days of written request therefor given by Senior Lender, furnish to Senior Lender and/or any such other person(s) as they may have been directed, a written estoppel certificate, duly acknowledged, certifying, as of the date of such estoppel certificate, (i) the unpaid principal balance of the Note, (ii) the date through which interest on the Note has been paid, (iii) whether or not any credits, offsets or defenses exist against the Indebtedness secured by the Note, (iv) whether or not, to Beneficiary's knowledge, an Event of Default shall then have occurred and then be continuing hereunder, under the Note or any other Purchase Money Loan Document (or any other act or omission, which with the passage of time or the giving of notice, would ripen into an Event of Default), and (v) any other certifications reasonably requested. Any statement delivered pursuant to this paragraph (K) may be relied on by Senior Lender and its successors and assigns.

(L) Beneficiary shall execute, acknowledge and deliver (in recordable form, as appropriate) and upon demand of Senior Lender, any other instruments or agreements reasonably required by Senior Lender in order to carry out the provisions of this Exhibit C or to effectuate the intent and purposes hereof, including but not in limitation, an intercreditor agreement on industry standard terms and conditions, and entering into amendments or modifications of the Note and/or this Deed of Trust provided, that, the amount of the Note, the interest rate payable thereunder, the manner and timing of debt service payments and other financial terms of the Note and this Deed of Trust shall remain unchanged.

This Section 1 shall be self-operative without the necessity of any additional document being executed by Beneficiary for the purpose of effecting the foregoing.

2. Requested Beneficiary Rights. For so long as the Senior Loan is outstanding, Beneficiary shall be entitled to the following:

(A) written notice of any default or Event of Default or notice of acceleration under the Senior Loan Documents simultaneously with any written notice given by Senior Lender to Borrower; and

(B) upon the acceleration of the Senior Loan and commencement of any Enforcement Action, the right to purchase, in whole but not in part, the Senior Loan at par (being any and all amounts due to Senior Lender under the Senior Loan Documents, including, without limitation, (i) the outstanding principal balance of the Senior Loan, (ii) all accrued interest (including default interest), (iii) any late charges, default interest, exit fees, advances and post-petition interest, (iv) any protective advances made by Senior Lender, (v) any interest charged by Senior Lender on any advances for monthly payments of principal and/or interest on the Senior Loan and/or on any protective advances, and (vi) any and all costs and expenses (including legal fees and expenses) incurred by Senior Lender in enforcing the terms of the Senior Loan Documents).

For purposes of this Exhibit C, the following terms shall have the following meanings:

"**Enforcement Action**" means any (i) judicial or non-judicial foreclosure proceeding, the exercise of any power of sale, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other enforcement action against the Mortgaged Property or Grantor (or any guarantor of the Purchase Money Loan), including, without limitation, the taking of possession or control of the Mortgaged Property, (ii) acceleration of, or demand or action taken in order to collect, all or any indebtedness secured by the Mortgaged Property (other than giving of notices of default and statements of overdue amounts) or (iii) exercise of any right or remedy available to Senior Lender or Beneficiary, as the case may be under the Senior Loan Documents or the Purchase Money Loan Documents, as applicable, at law, in equity or otherwise with respect to Grantor and/or the Mortgaged Property.

"**Proceeding**" means any case, proceeding or other action against Grantor (or any guarantor of the Purchase Money Loan) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors.

****

[END OF EXHIBIT C]

EXHIBIT "H"

OPTION AGREEMENT

See attached

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "*Agreement*") is made and entered into as of _____, 2011(the "*Effective Date*") by and between the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada (the "*City*"), and [_____ _____], ("*Developer*"). The City and Developer also are individually and collectively referred to herein as "*Party(ies)*".

RECITALS:

A. The City and Developer [as successor by assignment to _____, a _____ limited liability company] are parties to that certain Disposition and Development Agreement, approved by the City Council of the City of Las Vegas, Nevada and dated effective December 1, 2010 (the "*DDA*").

B. Pursuant to the DDA and on even date herewith, the City sold and conveyed to Developer, and Developer purchased and acquired from the City, fee title to the property commonly known as the City of Las Vegas City Hall, together with related structured parking and facilities and the KCLV TV Studio, located at 400 Stewart Avenue, Las Vegas, Nevada (APN 139-34-501-003) and 221 North Las Vegas Boulevard (APN 139-34-510-045) (the "*Acquisition Property*").

C. As part of the sale and conveyance of the Acquisition Property, on even date herewith, the Developer executed and delivered to the city subordinate purchase money financing as more fully described in the DDA (the "*Purchase Money Financing*").

D. Pursuant to the DDA, the City, as fee owner of the parcels of land located in the City of Las Vegas, containing in the aggregate approximately _____ acres of land and more fully depicted and described on Exhibit A-1 (together with all improvements thereon and all benefits and appurtenances thereto, individually and collectively, the "*Option Parcels*"), is obligated to grant to Developer the right and option to acquire the Option Parcels upon the terms and conditions of this Agreement. Pursuant to the DDA, the City also has undertaken to obtain the approval of the City Council of the City of Las Vegas, Nevada (the "*City Council*") to an order of vacation for the rights-of-way known as N. 7th Street bounded by E. Mesquite and E. Stewart Avenues, and the alley between N. 6th and N. 7th Streets bounded by E. Mesquite and E. Stewart Avenues, each in Las Vegas, Nevada 89101 (individually and collectively, the "ROW Vacation(s)"), as more fully depicted and described on Exhibit "A-2" attached to this Agreement, whereupon such ROW Vacation(s) shall be added to the Option Parcels and be deemed "*Option Parcels*" for all purposes of this Agreement.

F. The Parties have configured the Option Parcels into two (2) sections for purposes of this Agreement, the west section (the "*West Option Section*" or an "*Option Section*") containing all of the Option Parcels located west of the alley between N. 6th and N. 7th Streets and bounded by E. Mesquite and E. Stewart Avenues (the "*Alley*"), and the east section (the

"*East Option Section*" or an "*Option Section*"), containing the Alley and all remaining Option Parcels east of the Alley.

NOW, THEREFORE, in consideration of the sum of One Thousand Dollars ($1,000) paid by Developer to the City simultaneously with the execution and delivery of this Agreement, of the mutual provisions set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties hereby agree as follows:

1 GRANT OF OPTION. Subject, expressly, to the terms and conditions of this Agreement, the City hereby grants to Developer, and Developer hereby accepts, the following rights and options:

(a) The right and option (the "*First Option*" or an "*Option*") for the period commencing as of the Effective Date and expiring at 5:00PM, Pacific Time on _____, 2015, being the fourth anniversary of the Effective Date (the "*First Option Term*" or an "*Option Term*"), to elect to purchase the West Option Section; and

(b) The right and option (the "*Second Option*" or an "*Option*") for the period commencing on the day immediately following the date of expiration of the First Option Term and expiring at 5:00PM, Pacific Time on _____, 2018, being the seventh anniversary of the Effective Date (the "*Second Option Term*" or an "*Option Term*"), to elect to purchase the East Option Section;

each at the purchase price, within the time periods and otherwise in accordance with the terms set forth in this Section 1 and in the remaining terms of this Agreement.

2 PURCHASE PRICE. The purchase price ("*Purchase Price*") for the West Option Section and the East Option Section shall be determined based upon the surveyed square footage of such Option Section (such survey to be performed by a land surveyor licensed under Nevada law at the cost of Developer), at the rate of $____ per square foot (the "*PSF Price*"). Commencing effective as of the first day of the calendar quarter immediately succeeding the day and year that the City vacates the entirety of the Acquisition Property pursuant to its Lease-Back, the PSF Price shall increase at the rate of 1.5% per calendar quarter, compounded quarterly.

3 EXERCISE OF OPTION. The Options hereby granted to Developer with respect to the West Option Section and the Ease Option Section shall be exercisable (and only shall be exercisable) upon written notice of exercise (in any instance, a "*Notice of Exercise*") given by Developer to the City at any time on or prior to the date of expiration of the applicable Option Term, *time being of the essence*, which Notice of Exercise with respect to either of such Option Section must include the required survey of the applicable Option Section (or Option Parcels comprising such Option Section) and the Developer's calculation of the Purchase Price disclosed. For avoidance of doubt:

(a) The right of the Developer to give Notice of Exercise hereunder shall be restricted during the First Option Term to the entirety of the West Option Section and during the Second Option Term to the entirety of the East Option Section, and may not be exercised as to any less than the entirety of the applicable Option Section, provided, however, that, if at any time hereafter any right-of-way located as of the Effective Date within, adjacent to or abutting any Option Section shall be vacated, then such vacated right-of-way shall be treated as part of such Option Section for all purposes of this Agreement.

(b) Any Notice of Exercise given by the Developer to the City for the West Option Section that is given more than six (6) months following the date of delivery of the Acquisition Property to the End User under the End User Lease (as the terms "End User" and "End User Lease" are defined in Section 5), shall be deemed sufficient only if the Developer causes to be provided to the City together with such Notice of Exercise a written certification made by the End User, by and through its president, a Vice President or other authorized officer that: (i) the End User then has no less than seven hundred fifty (750) full-time employees located at the Acquisition Property, and (ii) the individual executing such certification has been duly authorized to execute and deliver such certification.

(c) The right of Developer to give Notice of Exercise hereunder shall be suspended during any period that a event of default in writing noticed to the Developer shall be continuing under the Purchase Money Financing or under any secured indebtedness senior to the Purchase Money Financing ("*Senior Indebtedness*").

(d) If the Developer shall not have exercised the Option as to the West Option Section during the First Option Term as and in the manner herein provided for, then effective as of 5:00PM, Pacific Time, on the date of expiration of the First Option Term, (i) this Agreement thereupon automatically shall terminate and expire in its entirety and be of no further force or effect without the requirement of any further written instrument, (ii) any purported effort by Developer thereupon to give Notice of Exercise with respect to the West Option Section or the East Option Section (or any Option Parcel(s)) shall be void, and (iii) Developer shall have no surviving right or title or claim in or to such remaining Option Section(s) or Option Parcel(s).

(e) Notwithstanding any provision to the contrary in this Agreement, effective as of expiration of any appeals period or right of objection following foreclosure sale under the Senior Indebtedness or the Purchase Money Documents (or any conveyances or transfers in lieu of foreclosure) (i) this Agreement thereupon automatically shall terminate and expire in its entirety and be of no further force or effect without the requirement of any further written instrument, (ii) any attempt by Developer thereupon to give Notice of Exercise with respect to the West Option Section or the East Option Section (or any Option Parcel(s)) shall be void, and (iii) Developer shall have no surviving right or title or claim in or to such remaining Option Section(s) or Option Parcel(s). In such event, Developer shall provide to the City a release of its interests under this Agreement in recordable form and as reasonably approved by the City.

4 CLOSING.. Closing of either Option Section shall occur on such date as shall be specified in the Notice of Exercise for such Option Section (but in no event less than thirty (30) or more than ninety (90) days from the date such Notice of Exercise is given), time being of the essence, and at such time as may be mutually convenient to the Parties (in either instance, an "*Option Closing*"). At an Option Closing: (i) the City shall deliver each of the Option Parcels contained in the applicable Option Section free of all possessory rights and monetary liens or third party adverse claims, but otherwise in their "as-is" "where-is" physical condition with, if any, all faults and defects, subject, however, to Sections 6 and 7 hereof, (ii) the Parties shall bear equally the cost of state, county and/or city documentary transfer taxes, and all fees of the escrow agent designated for such closing; (iii) real estate taxes and utilities shall be prorated to the date of closing; (iv) the City shall bear the cost of the CLTA portion of any title insurance obtained by the Developer; (v) the applicable Purchase Price and any additional funds required hereunder shall be tendered by Developer and a customary grant deed tendered by the City; and (vi) the Parties otherwise shall timely deliver (A) required transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any, (B) evidence reasonably satisfactory to the other Party and escrow agent respecting the authorization and execution of the documents required to be delivered hereunder, and (C) such additional documents as may be reasonably required by the other Party or escrow agent in order to consummate closing (including settlement statements).

5 DEVELOPMENT RIGHTS AND RESTRICTIONS. The Parties acknowledge that the development of the Option Sections shall be subject to future engineering, subdivision and development plan submissions and approvals and permits in accordance with then prevailing governmental and quasi-governmental laws, rules and regulations, requirements and standards. Notwithstanding the foregoing, if any Option Section is acquired by or for the intended use of _____ [to be inserted upon City Council approval of the DDA], the intended lessee of the Acquisition Property (or by any other affiliated member of such tenant, the "*End User*"), or by or for the intended use of the Chairman of the Board of the End User as of the Effective Date, or pursuant to a joint venture or contractual relationship between the Developer and either the End User or such executive (individually and collectively, the "*Intended Benefited Party(ies)*"), then and in such event:

(a) The City, as seller, hereby approves a development concept for the Option Parcels having design and uses that are consistent with social interactive corporate campuses (including public uses) comparable to *.com* and intellectual property companies such as Apple, Google, Amazon, Facebook and/or Microsoft, acknowledging that the development scheme may be unique (individually and collectively, a "*Corporate Campus Plan*");

(b) The City shall in good faith support a Corporate Campus Plan (and modifications thereto from time to time) both internally and in connection with administrative and approval processing and approvals, as well as externally with applicable state and other governmental and quasi-governmental authorities; and

(c) Commencing effective as of the date of submission of an application for "SDR Approval" (as herein defined) by the Developer (or any permitted transferee under Section 8 or any Intended Benefited Party, as the case may be), and continuing through

the date of issuance of SDR Approval by the City and by any and all other applicable governmental and quasi-governmental authorities, (A) the closing date for any applicable Option Section for which Notice of Exercise therefor shall have been given, and the date of expiration of each Option Term, each shall be tolled and thereby extended day-by-day for the duration of such approval processing and issuance, and (B) the quarterly 1.5% increase to the Purchase Price under Section 2 likewise shall be suspended for the duration of such approval processing and issuance, subject, however, to the condition precedent that, with respect to an Option Section, such submission shall have been delivered to the City no later than one hundred eighty (180) days prior to the date of expiration of the Option Term for such Option Section. For purposes of this Section 5(c), the term "*SDR Approval*" means final non-appealable approval pursuant to Section 19.18.050 of the Las Vegas Municipal Code of a plan of development for the Site and/or Option Parcels (as the case may be) pursuant to Section 19.18.050 of the Las Vegas Municipal Code.

If any Option Section is not so acquired by or for the intended use of any of the Intended Benefited Parties, then such approvals and permits shall be subject to the reasonable approval of the City. In all instances, and regardless of the identity of the grantee under the deed of conveyance for any Option Section, the Parties shall effect the grant of such easements and rights of access and cooperation as reasonably may be requested for the mutual development benefit of all of the Option Parcels, without, however, thereby impairing in any material respect the intended construction, development or use of any such Option Parcel. THIS SECTION 5 SHALL SURVIVE CLOSING OF ANY OPTION PARCEL UNDER SECTION 5.

6 CITY RESTRICTIONS; DEVELOPMENT AND ENVIRONMENTAL MATTERS. For so long as this Agreement shall continue in effect, (i) the City shall undertake no land development or construction activity(ies) on or with respect to any Option Parcel(s) without the prior written consent of the Developer first obtained in each instance, which consent may be granted or withheld and/or conditioned in its sole discretion, and (ii) the City shall not cause or permit any Hazardous Materials (herein defined) to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about any of the Option Parcels by the City, its agencies, agents, employees, contractors or invitees, and shall comply with all Environmental Laws in the event any Hazardous Materials are discovered. With respect to any Option Parcel, the City shall indemnify and hold harmless the Developer and its members, affiliates, officers, directors, employees, agents, and successors and assigns (collectively, "*Developer Indemnified Parties*"), from and against any and all claims, damages, judgments, suits, causes of action, losses, liabilities, penalties, fines, expenses and costs (including, without limitation, clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees and court costs) which arise or result from a breach or default by the City under clause (i) or (ii) of the preceding sentence, and the presence of any Hazardous Materials on, in or about such Option Parcel existing as of the date such Option Parcel shall be acquired under this Agreement. The City shall promptly notify Developer of any release of Hazardous Materials in on or under any Option Parcel of which City becomes aware of during the pendency of this Agreement, whether caused by the City or any other persons or entities. As used herein, the term "*Hazardous Materials*" shall mean and include any hazardous or toxic materials, substances or wastes as now or hereafter designated under any law, statute, ordinance, rule, regulation, order or ruling of any agency of the State, the United States

Government, any local governmental authority, or any other entity or jurisdiction ("*Environmental Laws*"), including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum based products, urea formaldehyde foam insulation, mold, polychlorinated biphenyls ("PCBs"), and freon and other chlorofluorocarbons. THIS SECTION 6 SHALL SURVIVE THE EXPIRATION OR ANY EARLIER TERMINATION OF THIS AGREEMENT AND CLOSING OF ANY OPTION PARCEL UNDER SECTION 5.

7 HELLDORADO RODEO. Developer acknowledges that the City has committed that the Helldorado rodeo event will be held on the Option Parcels for the 2011 event and that such event shall be permitted under this Section 7 at the sole risk of the City, subject to the reasonable obligation of the City to restore resulting damage, and, subject, further, to the City's compliance with the provisions of Section 6 relating to Environmental Laws and Hazardous Materials. THIS SECTION 7 SHALL SURVIVE CLOSING OF ANY OPTION PARCEL UNDER SECTION 5.

8 ASSIGNMENT. This Agreement shall be personal to Developer and shall not be assignable in whole or in part by Developer, and Developer shall not directly or indirectly encumber, transfer or convey the ownership interests in Developer (in any instance a "*Transfer*"), without the prior written consent of the City, which consent may be granted or withheld or conditioned by the City in its sole discretion, provided, that the foregoing prohibition on assignment shall not be deemed to prohibit or impair, and the City hereby consents to and Developer shall have the unilateral right to effect any of the following Transfers (individually and collectively, "*Permitted Transfer(s)*"):

(a) An assignment of this Agreement or the transfer, encumbrance or other conveyance (direct or indirect) of any interest in Developer, provided, that, after giving effect to such Transfer, [Managing Member] (and/or any entity(ies) owned and controlled in its entirety by [Managing Member]) has (i) a direct or indirect material economic interest of at least fifty-one percent (51%) equity holding in the Developer or such transferee and (ii) day-to-day operating control as managing partner or managing member in the Developer or such transferee (it being agreed that the existence of major decision approval rights granted to any other partner(s), member(s), class(es) or other persons, directly or indirectly, shall not defeat or impair the existence of operating control required hereunder); and/or

(b) Transfers (direct or indirect) in connection with any secured indebtedness for the benefit of any Option Parcel, including, without limitation a pledge of this Agreement and/or a mezzanine pledge of the equity interests of the Developer (or any upper tier(s) of the Developer);

(c) any Transfer or change in control due to the death or disability of [Managing Member]; and/or

(d) any Transfer to any Intended Benefited Party.

Developer shall provide the City with written notice of any Permitted Transfer. Except for a Permitted Transfer, any purported Transfer by Developer (or any permitted transferee hereunder)

in violation of this Section 8 shall be void at the option of the City. This Agreement shall be personal to the City and shall not be assignable in whole or in part by the City, and any purported assignment by the City in violation of this prohibition shall be void at the option of the Developer.

9 DEVELOPMENT REQUIREMENT. The development of an Option Section acquired by Developer (or any permitted transferee under Section 8, as the case may be), shall be commenced within thirty-six (36) months from and after the date of acquisition of such Option Section or, with respect to West Option Parcel (and only the West Option Parcel) and if later, sixty (60) months from and after the date of acquisition of the West Option Parcel (the "*Development Commencement Period*"), *time being of the essence,* and, for purposes of this Section development only shall be deemed to have commenced upon the issuance of a building permit and the commencement either of the installation of pilings or the pouring of a foundation thereon (the "*Development Requirement*"). If the Development Requirement is not timely satisfied with respect to any Option Section, then the City shall have and hereby reserves the right and option, upon no less than ninety (90) days prior written notice given to the Developer (or any such permitted transferee, as the case may be) to reacquire such Option Section at any time within the six (6) calendar month period immediately following the expiration of the applicable Development Commencement Period, it being agreed that (i) closing of such reacquisition shall occur on such specific date and at such specific time as may be mutually convenient for the parties thereto, (ii) such Option Section shall be so reacquired in its "as-is" "where-is" condition as of the date of reconveyance, and (ii) the purchase price to be paid by the City for such Option Parcel shall be in an amount equal to the Purchase Price payable by the Developer (or any such permitted transferee, as the case may be) for such Option Section, *plus* the additional cost of all real estate taxes, third party environmental, design, architectural, engineering, and hard development and construction costs and expenses (including grading), incurred with respect to the Option Section from and after the date of acquisition of such Option Section by the Developer (or any such permitted transferee, as the case may be), with such additional cost to be reasonably substantiated to the City timely prior to reconveyance. Notwithstanding the preceding provisions of this Section 9, if any acquisition, development and/or construction financing secured by the lien of a deed of trust or mortgage (including any and all renewals, extensions, modifications, recastings or refinancings thereof, an "*Deed of Trust Lien*") hereafter is granted with respect to an Option Section acquired by the Developer (or any such permitted transferee, as the case may be), then, effective with the consummation and recordation of such Deed of Trust Lien, the Development Requirement thereupon automatically shall terminate and expire absolutely. THIS SECTION 9 SHALL SURVIVE CLOSING OF ANY OPTION PARCEL UNDER SECTION 5.

10 DISPUTE RESOLUTION. The Parties agree that in the event of a dispute arising from or related to this Agreement or any effort to enforce or interpret any of the terms or provisions hereof, each Party to the Agreement shall have the right to submit such dispute to neutral binding arbitration. Any such arbitration proceeding shall be conducted in Las Vegas, Nevada, subject to Nevada law, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining, and shall consist of three arbitrators, with one arbitrator to be appointed by each party and the third to be appointed by two arbitrators so appointed. Any award may be entered by either Party as a judgment or decree in any court of competent jurisdiction and enforced accordingly. This arbitration clause binds all Parties to this

Agreement and their successors, and permitted assigns, as applicable. This Section 10 shall survive any termination of this Agreement and shall remain in effect for the resolution of all claims and disputes that may survive such termination. THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HEREBY ARE IRREVOCABLY GIVING UP THEIR RESPECTIVE RIGHT FOR JUDICIAL RESOLUTION OF ANY DISPUTE OR ENFORCEMENT OR INTERPRETATION HEREUNDER.

11 CITY ESTOPPEL. Within ten (10) calendar days of request therefor given to the City, the City shall execute, acknowledge and deliver to the requesting party a written estoppel certificate certifying, as of the date of such estoppel certificate, (i) that this Agreement is unmodified and in full force and effect, or if there has been a subsequent modification, that this Agreement is in full force and effect as further modified and setting forth such modifications, (ii) that the City has no knowledge of any then uncured defaults by the Developer of any obligations of the Developer under this Agreement, or, if it has such knowledge, specifying the same in detail, (iii) that the City is not in default under this Agreement, (iv) that the address to which notices to the City should be sent is as set forth in this Agreement, or, if not, specifying the correct address, and (v) any other certifications reasonably requested. Any statement delivered pursuant to this Section 11 may be relied on by the Developer and any other such requesting party, their respective successors and assigns.

12 MISCELLANEOUS PROVISIONS.

(a) Time of the Essence. Time is of the essence of this Agreement and every obligation hereunder.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and bind the successors and permitted assigns of the respective Parties hereto.

(c) Non-Liability of City Officials and Employees. No official or employee of the City shall be personally liable to Developer for any default or breach by the City, for any amount which may become due to Developer or for any obligation of the City under the terms of this Agreement. Likewise, no member or principal, or employee of Developer shall be personally liable to the City for any default or breach by the Developer, for any amount which may become due to the City or for any obligation of Developer under the terms of this Agreement.

(d) Notices. All notices, consents, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given if and when personally served or forty-eight (48) hours after being sent by United States registered mail, return receipt requested, postage prepaid; Federal Express or other national courier service; or personal delivery;, to the other Party at the following respective addresses, or such other address, as either Party may from time to time designate in writing:

If to the City: Office of Business Development
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Phone: (702) 229-6551
Attn: William Arent, Director, OBD

And: City Attorney Office
City Hall
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-6629
Attn: Teri Ponticello

And: Rosenfeld & Rinato
9029 S. Pecos Road, Suite 2800
Las Vegas, Nevada 89074
Phone: (702) 386-8637
Attn: Michael C. Niarchos, Esquire

If to Developer: TO BE INSERTED UPON CITY COUNCIL APPROVAL

(e) Subsequent the City Approvals. Any approvals of the City required or permitted by the terms of this Agreement are authorized to be given by the Chairman of the City or such other person that the City designates in writing to Developer. If there is no time specified herein for the City's approval, Developer may submit a letter requiring the City's approval within ten (10) days after submission to the City or such approvals shall be deemed granted.

(f) Amendments and Waivers. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes the Recitals to this Agreement and Exhibits "A" attached hereto, all of which hereby are incorporated herein by reference. All amendments to this Agreement must be in writing and signed by the appropriate authorities of the City and by Developer. Any waiver of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City and Developer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision.

(g) 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.

(h) Governing Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

(i) 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.

(j) Counterparts. Each counterpart of this Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Agreement. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Agreement.

(k) No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this Agreement.

(l) Days. All references to "*days*" in this Agreement are to consecutive calendar days unless business days are specified. "*Business days*" means all days other than Saturdays, Sundays, holidays and other days on which federal or state banks doing business in the State of Nevada are permitted to close. Wherever in this Agreement (i) any provision governs the date of commencement or expiration of any time period, or the date of occurrence of any act or event, if any such date otherwise would fall on a day other than a business day, then such date instead shall be deemed for all purposes of this Agreement to commence or expire, or occur, as the case may be, on the next succeeding business day.

(m) Construction. Each of the Parties acknowledges that it has been represented by legal counsel in the negotiation and delivery of this Agreement, and accordingly agree that this Agreement shall be interpreted and construed in accordance with its plain meaning and without reliance upon, or implication, inference or assumption arising from, the fact that this Agreement may have been drafted, in whole or in part, for or on behalf of any party hereto.

(n) Further Assurances. Each Party will, whenever as reasonably requested to do so by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further conveyances, assignments, approvals, consents and any and all other documents and do any and all other acts as may be necessary to carry out the intent and purpose of this Agreement.

13 RECORDATION. At the option and written request of the Developer (but only at the option and written request of the Developer), either this Agreement or a memorandum of this Agreement shall be placed of public record.

14 TIME FOR ACCEPTANCE OF AGREEMENT BY the City**.** This Agreement was approved on December 1, 2010, by the City Council, which accordingly is the "*Effective Date*" of this Agreement as set forth on the preamble to this Agreement and on the signature page below.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY
City of Las Vegas, Nevada

DEVELOPER

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2011 by _____, as _____, a signatory to the within Option Agreement.

WITNESS my hand and official seal.

_____
Notary

[Notarial Seal] My commission Expires: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on _____, 2011 by _____, as _____, a signatory to the within Option Agreement.

WITNESS my hand and official seal.

_____
Notary

[Notarial Seal] My commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION AND PLAN; OPTION PARCELS

[Attached]

EXHIBIT "I"

CITY LEASE-BACK
SUMMARY OF TERMS

See attached.

EXHIBIT "I"

CITY LEASE-BACK
SUMMARY OF TERMS

Parties	Developer or its permitted assign under the Development and Disposition Agreement ("DDA") of which this Exhibit is a part, as landlord; and City of Las Vegas, Nevada, as tenant.
Property	City of Las Vegas City Hall ("*City Hall*") and North Garage and appurtenant land, located at 400 Stewart Avenue (APN 139-34-501-003); and KCLV TV Studio and South Garage and appurtenant land, located at 221 North Las Vegas Boulevard (APN 139-34-510-045).
Premises	The entirety of the Property, *less and except* approximately 100,000 rentable square feet consisting of the 4th and 7th floors of City Hall, ½ of the 8th floor of City Hall (as mutually agreed to by landlord and tenant) and the ring building currently occupied by the Las Vegas Metropolitan Police Department (or in the alternative, as landlord and tenant mutually may agree) and which is to be leased to the End User identified under the DDA pursuant to the End User Lease identified under the DDA.
Term	Commencing effective as of the date of closing under the DDA and expiring April 1, 2012, time of the essence.
Base Rent	$1 per annum, subject to "Holding Over; Liquidated Damages" below.
Holding Over; Liquidated Damages	With or without landlord consent to any hold-over, Base Rent increase to $5,000 per day. If the End User terminates the End User Lease for failure of landlord timely to deliver Premises and if such failure is the proximate result of tenant's failure to have vacated the Premises (whether or not the tenant then is or is not in occupancy), then tenant has the obligation to reacquire the entirety of the Site acquired by landlord under the DDA upon the following terms: (i) a purchase price of $15,000,000, with all transfer taxes/stamps payable by tenant, a proration of real estate taxes but no proration of utilities against landlord (ii) the Purchase Money Financing (as described in the DDA) is voided ab initio, (iii) landlord to apply the net proceeds of sale to the retirement of the Senior Loan (as described in the DDA), (iv) the Site to be delivered in its then "as-is," "where-is" physical condition and state of title, subject, however, to any unsatisfied balance of the Senior Loan after application of the net proceeds of sale, (v) closing to occur within thirty (30) days of written demand by landlord, time of the essence, and (vi) the tenant obligated for landlord's enforcement and legal costs and expenses upon a tenant default.
Operating Expenses; Real Estate Taxes and Insurance Premiums	Tenant to pay costs of operation and maintenance of the entirety of the Property, including all utilities, janitorial and security costs, and ordinary, normal and usual maintenance and repair (including replacement of plate glass and landscaping in the ordinary course). Existing service and maintenance contracts described on the attached Exhibit to be maintained. Tenant to operate pursuant to management

	agreement between landlord and tenant, terminable by landlord upon 30-days prior written notice. Tenant to advance no amount for Real Estate Taxes or insurance premiums to be maintained by landlord, and landlord will advance all such amounts, provided, that landlord also shall have the right to credit and offset one-half of tenant's pro rata share of all such amounts from time to time payable against payments next due and payable under the Purchase Money Financing. As intended, tenant's "pro rata share" will be the percentage that the net rentable square footage of the Premises bears to the net rentable square footage of the entirety of the Property (i.e. allowing for the occupancy of the End User). Tenant also to pay to landlord a $12,500 per month management fee.
Use	Same as currently used by tenant, the offices of the City of Las Vegas, Nevada.
Capital Repairs	Landlord's obligation for capital expenditures to be limited to compliance with laws in effect as of the Effective Date of the Lease. Any damage to the roof, the foundation, or building systems (including HVAC, electricity and/or plumbing), and any building capital repairs and/or replacements, to be the responsibility of tenant unless the cost thereof exceeds $30,000 in any instance. If such cost exceeds $30,000 then, such repair and/or replacement shall be subject to landlord approval in all respects (not to be unreasonably withheld) and, if so approved by landlord, shall be made at the cost of landlord, provided, that if any such repair or replacement is required to maintain the Premises in working order and provide essential services, then the same shall be required to be made by landlord and shall be made at the cost of landlord. The foregoing arrangement terminates after April 1, 2012 if the tenant holds-over and the tenant thereafter will be solely responsible for any and all capital expenditures.
Alterations; FF&E	Prohibited. Tenant to remove all FF&E at the end of the Term and such itemized items of personalty to be agreed to.
Assignment/Subletting	Prohibited.
Subordination/SNDA	Tenant to subordinate to any lender, provided that tenant receives a non-disturbance agreement in form and substance offered by lender.
Estoppel Certificates	Tenant to provide agreed upon form of Estoppel certificates to lenders and purchasers within 30 days after request.

EXHIBIT TO LEASE SUMMARY OF TERMS

SERVICE CONTRACTS

City Hall Site - Service & Maintenance Contracts:

- Progressive Elevator – Elevator Maintenance
- EDS Electronics, Inc. – Fire Alarm Testing & Inspection
- Certified Fire Protection, Inc. – Sprinkler Testing & Inspection (Purchase Order only since amount less than $50,000)
- Loftin Equipment Co., Inc. – Fire Pump & Generator Maintenance
- Terminix Commercial – Pest Control
- Air Filter Sales & Service Co., Inc. – Air Filters & Service
- Johnson Controls, Inc. - Garage HVAC Mechanical Equipment Maintenance
- Card Key Maintenance – Diebold Inc. – Access Control System Services

City Hall Site - Other Services Contracts:

- Allied Barton Security Services - Private Security Guards

City Hall Site - Permit:

- Vending Machines - Sky Top Vending, Inc.

City Hall Site – Services with No Agreements:

- Nevada FCU (stand alone ATM on LV Blvd.) – No existing agreement for ATM exists between City and Nevada FCU. ATM appears to be grandfathered from the time Nevada FCU was previously known as the LV City Employees FCU and supposedly had a banking operation on City Hall Site.
- Las Vegas Metropolitan Police – Tenancy on City Hall Site is authorized under Nevada Revised Statutes 280 and 347.

EXHIBIT "J"

CITY DISCLOSURE DOCUMENTS

City Hall Site - Service & Maintenance Contracts:

- Progressive Elevator – Elevator Maintenance
- EDS Electronics, Inc. – Fire Alarm Testing & Inspection
- Certified Fire Protection, Inc. – Sprinkler Testing & Inspection (Purchase Order only since amount less than $50,000)
- Loftin Equipment Co., Inc. – Fire Pump & Generator Maintenance
- Terminix Commercial – Pest Control
- Air Filter Sales & Service Co., Inc. – Air Filters & Service
- Johnson Controls, Inc. - Garage HVAC Mechanical Equipment Maintenance
- Card Key Maintenance – Diebold Inc. – Access Control System Services

City Hall Site - Other Services Contracts:

- Allied Barton Security Services - Private Security Guards

City Hall Site - Leases:

- U.S. Bank, N.A.
- State of Nevada Dept. of Transportation (NDOT); *See* Exhibit "C"

City Hall Site - Permit:

- Vending Machines - Sky Top Vending, Inc.

City Hall Site – Services with No Agreements:

- Nevada FCU (stand alone ATM on LV Blvd.) – No existing agreement for ATM exists between City and Nevada FCU. ATM appears to be grandfathered from the time Nevada FCU was previously known as the LV City Employees FCU and supposedly had a banking operation on City Hall Site.
- Las Vegas Metropolitan Police – Tenancy on City Hall Site is authorized under Nevada Revised Statutes 280 and 347.

Option Parcels:

- Delta Consultants 10-22-2010: Third Quarter Groundwater Monitoring Report, Former ARCO Station 1718
- Ninyo & Moore 10-15-2004: Geotechnical Interpretive Report, Proposed City Hall East Tower Expansion Development Services Center , Las Vegas Boulevard and Stewart Avenue

EXHIBIT "K"

CITY EMPLOYEES' KNOWLEDGE

Elizabeth (Betsy) N. Fretwell, City Manager

Scott D. Adams, Chief Urban Redevelopment Officer

William (Bill) Arent, Director Office of Business Development

Teri Ponticello, Esq., Deputy City Attorney

David Bratcher, Major Protects Development Manager

EXHIBIT "L"

TITLE MATTERS AND TITLE REPORTS

See attached title report for the Site.

Title report for the Option Parcels to be attached during Due Diligence.

Order No. 10017617

Escrow Officer: Jennifer Reinink
3993 Howard Hughes Pkwy., #120
Las Vegas, NV 89169
Phone Number: (702) 836-8000

Title Officer: Bonnie L. Blackburn
3100 W. Sahara Ave.
Las Vegas, NV 89102
Phone Number: (702) 632-5900

Buyer / Borrower: Prelim

In response to the above referenced application for a policy of title insurance, Chicago Title Agency of Nevada, Inc., a Nevada Corporation, (Chicago Title) hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception below, or not excluded from coverage pursuant to the printed schedules, conditions and stipulations of said policy form.

This report (and any supplement or amendments thereto) is issued for the purpose of facilitating the issuance of a policy of title insurance.

Dated: October 27, 2010 at 7:30 AM

Bonnie L. Blackburn - Title Officer

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple as to Parcels 1 and 2A; and Easement as to Parcel 2B

Title to said estate or interest at the date hereof is vested in:

City of Las Vegas, a municipal corporation of the State of Nevada

The land referred to in this report is described as follows:

See Exhibit A attached hereto and made a part hereof

EXCEPTIONS - SECTION A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or the public records.

2. Any facts, rights, interests, or claims which are not shown by public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, whether or not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

5. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a),(b) or (c) are shown by the public records.

EXCEPTIONS - SECTION B

The following are exceptions to Title:

THE FOLLOWING ITEMS AFFECT PARCEL 1:

1. Taxes for the fiscal year 2010-2011 are exempt.
   Parcel No. : 139-34-501-003

2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the Clark County Assessor, per Nevada Statute 361.260.

3. Water rights, claims or title to water, whether or not shown by the public record.

4. Mineral rights, reservations, easements and exclusions in patent from the State of Nevada.
   Recorded : February 28, 1905 in Book F of Misc, Pages 571-572, Lincoln County Official Records.

5. Covenants, conditions and restrictions (but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons) in the Declaration of Restrictions
   Recorded : July 19, 1929 in Book 14 of Deeds, Page 560
   Document No. : 32587, Official Records.

   Modifications(s) of said covenants, conditions and restrictions
   Recorded : April 26, 1948 in Book 56
   Document No. :283898, Official Records.

   Removal of Deed restrictions in prior Deed by an instrument entitled “Quitclaim Deed”
   Recorded : August 22, 1969 in Book 973
   Document No. :780890, Official Records.

6. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes
   In Favor of : Nevada Power Company and Central Telephone Company
   For : electric and communication lines
   Recorded : October 23, 1968 in Book 907
   Document No. : 728732, Official Records.

7. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes
   In Favor of : Las Vegas Valley Water District
   For : water lines
   Recorded : September 21, 1971 in Book 164
   Document No. : 131011, Official Records.

8. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes
   In Favor of : Nevada Power Company
   For : electric lines
   Recorded : July 27, 1972 in Book 250
   Document No. : 209181, Official Records.

9. The herein described property lies within the boundaries of the city of Las Vegas Downtown Redevelopment Area, and may be subject to all assessments and obligations related thereto, as disclosed by an instruments entitled "Notice of Adoption of Redevelopment Plan for the City of Las Vegas Downtown Redevelopment Area."
   Recorded : March 11, 1986 in Book 860311
   Document No. : 00777, Official Records

   And revised by an instrument
   Recorded : February 11, 1988 in Book 880211
   Document No. : 00382, Official Records

   And amended by an instrument
   Recorded : November 22, 1996 in Book 961122
   Document No. : 00847, Official Records.

   And amended by an instrument
   Recorded : November 22, 1996 in Book 961122
   Document No. : 00848, Official Records.

   And Re-recorded : November 25, 1996 in Book 961125
   Document No. : 00566, Official Records.

   And as shown by map
   File : LG, of Surveys at Page 78
   Recorded : November 22, 1996 in Book 961122
   Document No. : 00849, Official Records.

   And amended and restated by an instrument
   Recorded :June 2, 2006 in Book 20060602
   Document No. :0001395, Official Records

10. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes
    In Favor of : Nevada Power Company and Central Telephone Company
    For : electric and communication lines
    Recorded : April 1, 1987 in Book 870401
    Document No. : 00729, Official Records.

11. An Easement affecting a portion of said land for the purposes stated herein, and incidental purposes
    In Favor of : Las Vegas Valley Water District
    For : water lines
    Recorded : October 20, 2000 in Book 20001020
    Document No. : 01046, Official Records.

THE FOLLOWING ITEMS AFFECT PARCEL 2:

12. Taxes for the fiscal year 2010-2011 are exempt.
    Parcel No. : 139-34-510-045
    Affects: Parcel 2

13. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the Office of the Clark County Assessor, per Nevada Statute 361.260.

14. Water rights, claims or title to water, whether or not shown by the public record.

15. Mineral rights, reservations, easements and exclusions in patent from the State of Nevada.
Recorded : February 28, 1905 in Book "F" Miscellaneous Records, Page 571-572, Lincoln County Official Records.

16. Mineral rights, reservations, easements and exclusions in patent from the State of Nevada.
Recorded : May 20, 1905 in Book "F" Miscellaneous Records, Page 624, Lincoln County Official Records.

17. Dedications and Easements as indicated or delineated on the Plat of said Subdivision on file in Book 1 of Plats, Page 37, Official Records.

18. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Covenant Not To Sue"
Recorded : April 2, 1948 in Book 27 of Miscellaneous Records, Page 39
Document No. : 282028, Official Records.

19. Any Easements that were not affected by a vacation or abandonment
Recorded : May 15, 1996 in Book 960515
Document No. : 01399, Official Records.

Reservation of Easements in said Order of Vacation
In Favor of :City of Las Vegas, Nevada Power Company, Sprint/Central Telephone-Nevada, Southwest Gas Corporation and Las Vegas Valley Water District

20. The herein described property lies within the boundaries of the city of Las Vegas Downtown Redevelopment Area, and may be subject to all assessments and obligations related thereto, as disclosed by an instruments entitled "Notice of Adoption of Redevelopment Plan for the City of Las Vegas Downtown Redevelopment Area."
Recorded : March 11, 1986 in Book 860311
Document No. : 00777, Official Records

And revised by an instrument
Recorded : February 11, 1988 in Book 880211
Document No. : 00382, Official Records

And amended by an instrument
Recorded : November 22, 1996 in Book 961122
Document No. : 00847, Official Records.

And amended by an instrument
Recorded : November 22, 1996 in Book 961122
Document No. : 00848, Official Records.

And Re-recorded : November 25, 1996 in Book 961125
Document No. : 00566, Official Records.

And as shown by map
File : LG, of Surveys at Page 78
Recorded : November 22, 1996 in Book 961122
Document No. : 00849, Official Records.

And amended and restated by an instrument
Recorded :June 2, 2006 in Book 20060602
Document No. :0001395, Official Records

21. Terms and provisions of the unrecorded lease, or a memorandum thereof
Dated :March 21, 2005
Lessor :City of Las Vegas, a municipal corporation of the State of Nevada
Lessee :Port of Subs, Inc.
Disclosed by :encroachment agreement
Recorded :May 17, 2005 in Book 20050517
Document No. :02771, Official Records.

22. The terms, covenants, conditions and provisions as contained in an instrument, entitled "Encroachment Agreement"
Recorded :May 17, 2005 in Book 20050517
Document No. :02771, Official Records.

23. A Right of Entry affecting a portion of said land for the purposes stated herein, and incidental purposes
In Favor of : Nevada Power Company
For : electric lines
Recorded : July 28, 2005 in Book 20050728
Document No. : 01066, Official Records.

24. Any Easements that were not affected by a vacation or abandonment
Recorded : April 15, 2009 in Book 20090415
Document No. : 00852, Official Records.

Reservation of Easements in said Order of Vacation
In Favor of :City of Las Vegas, Nevada Power Company, Sprint/Central Telephone-Nevada, Southwest Gas Corporation and Las Vegas Valley Water District

THE FOLLOWING ITEMS AFFECT ALL PARCELS:

25. **NOTE:** We will require a metes and bounds legal description prepared by a licensed surveryor prior to the issuance of title insurance.

26. Rights and claims of parties in possession by reason of unrecorded leases, if any, that would be disclosed by an inquiry of the parties, or by an inspection of said land.

27. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

28. This Preliminary Report is intended only as a solicitation of an offer to issue a CLTA policy of title insurance. It is not intended for any other purpose and the Company expressly disclaims all liability for any use or purpose other than as stated herein. The Company reserves the right to make further requirements or exceptions in the event issuance of a CLTA policy of title insurance is hereafter requested.

Vesting Deeds
Parcel 1

Vesting Deeds
Parcel 2

Legal Description Documents:
20090415-991

400 Stewart Avenue
Las Vegas, NV
Affects: Parcel 1

221 North Las Vegas Blvd
Las Vegas, NV
Affects: Parcel 2

Exhibit A

All that land situated in the County of Clark, State of Nevada, more particularly described as follows:

PARCEL 1:

All that portion of land lying within Clark County Assessor's Parcel Number 139-34-501-003

NOTE: We will require a metes and bounds legal description prepared by a licensed surveyor in order to insure.

PARCEL 2A:

All of Lots One (1) through Six (6) inclusive and Lots Twenty-Five (25) through Thirty-Two (32) inclusive, Block 33 of CLARK'S LAS VEGAS TOWNSITE, as shown by map thereof on file in Book 1 of Plats, Page 37, in the Office of the County Recorder of Clark County, Nevada.

TOGETHER WITH that portion of alley way vacated by Order of Vacation recorded May 15, 1996 in Book 960515 as Document No. 01399, adjacent to lots 1 through 6 and 27 through 32.

TOGETHER WITH that portion as vacated by that certain Order of Vacation, recorded April 15, 2009, in Book 20090415 as Document No. 00852, of Official Records, adjacent to Lots 25 and 26.

PARCEL 2B:

Non-exclusive easements for ingress and egress as set forth in that certain "Access Easement", recorded April 15, 2009, in Book 20090415 as Document No. 00991, of Official Records.

Effective Date: 5/1/2008

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected
We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transact ion, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information
We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures.
Disclosures may include, without limitation , the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled , paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Effective Date: 5/1/2008

Disclosure to Affiliated Companies - We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information
We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/
Requests for Correction, Amendment, or Deletion of Personal Information
As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement
This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.

EXHIBIT "M"

FORM OF DEED

See attached.

APN No(s).:_____

WHEN RECORDED MAIL TO:

_____
_____
_____
Attention:_____

MAIL TAX STATEMENTS TO:

_____
_____
_____
Attention:_____

15 GRANT BARGAIN AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged, the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("*Grantor*"), does hereby grant, bargain, sell and convey to [INSERT NAME OF GRANTOR], a _____ ("*Grantee*") all right, title, and interest in and to that certain real property situated in the City of Las Vegas, Clark County, Nevada bounded and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "*Real Property*").

Together with, all and singular, the tenements, hereditaments and appurtenances belonging, or in anywise appertaining.

To have and to hold, the Real Property described above with the appurtenances, unto Grantee, and to Grantee's heirs, successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on by its officer thereunto duly authorized this ____ day of _____, 2011.

Signature on the next page.]

GRANTOR:

CITY OF LAS VEGAS NEVADA

By: _____
_____, Mayor

ATTEST:

_____
Beverly K. Bridges, CMC
City Clerk

APPROVED AS TO FORM:

_____
Date

STATE OF NEVADA }
} ss.
COUNTY OF CLARK }

This instrument was acknowledged before me on _____, 2011 by _____.

WITNESS my hand and official seal.

EXHIBIT A [to Grant Bargain and Sale Deed]

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "N"

ASSIGNMENT AND ASSUMPTION

See attached.

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment and Assumption Agreement") is entered into on this ____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("Assignor") and [_____], a _____ (the "Assignee").

R E C I T A L S

A. Assignor, as landlord, entered into that certain space lease dated May 7, 2003, as amended November 5, 2003, with US Bank National Association (the "US Bank Lease");

B. Assignor, as landlord, and entered into that certain lease dated _____ , _____, with _____ (the "Additional Lease")(the US Bank Lease and the Additional Lease collectively referred to herein as the “Leases”);

C. Assignor and Assignee entered into that certain Disposition and Development Agreement dated December 1, 2010 (the “DDA”), wherein Assignor agreed to sell and Assignee agreed to buy certain land and improvements referred to and defined in the DDA as the “Site”, which Assignor used and occupied *inter alia* as City Hall, related parking and a TV Studio; and

D. In accordance with the DDA, Assignor has hereby agreed to assign all of its rights, titles and interest in the Leases to Assignee and Assignee has hereby agreed to assume all of Assignor's rights, titles and interest in the Leases.

WHEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor hereby assigns all of its rights, title and interest to Assignee effective as of the date hereof;

2. Assignee agrees to assume and perform all the obligations arising under the Leases from and after the date hereof;

3. Subject to Nevada Revised Statutes Chapter 41, Assignor agrees to defend, indemnify and hold harmless Assignee, its directors, officers, employees, agents, successors and assigns from and against any and all suits, claims, judgment, loss, cost, damage, expenses (including reasonable attorneys' fees and costs) or liability arising directly and indirectly from Assignor's failure to perform the obligations under the Leases prior to the date of the assignment of the Leases to Assignee.

4. Assignee agrees to defend, indemnify and hold harmless Assignor, its directors, officers, employees, agents, successors and assigns from and against any and all suits, claims and

judgments, loss, cost, damage, expenses (including reasonable attorneys' fees and costs) or liability arising directly and indirectly from Assignee's failure to perform the obligations under the Leases after the date of the assignment of the Leases to Assignee.

5. Assignor and Assignee agree that this Assignment and Assumption Agreement incorporates by reference the terms and conditions contained in the Lease relating to the assignment of the Leases and Assignor and Assignee agree to abide by such terms and conditions as if expressly stated herein.

6. All capitalized terms not defined herein shall have the same meaning as defined in the Leases.

7. Each Counterpart of this Assignment and Assumption Agreement shall be deemed to be an original and all of which together shall be deemed to be one and the same Assignment and Assumption Agreement. Delivery of this Agreement may be accomplished by facsimile transmission of this Assignment and Assumption Agreement. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Assignment and Assumption Agreement.

IN WITNESS THEREOF, Assignee and Assignor have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:	ASSIGNEE:
CITY OF LAS VEGAS, a municipal corporation of the State of Nevada	[_____], a _____
By:_____	By:_____
Title:_____	Title:_____

ATTEST:_____

Print Name:_____

Title: _____

APPROVED AS TO FORM:

____ day of _____, 20__

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: OFFICE OF BUSINESS DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Amendment to Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center by and among The Smith Center for the Performing Arts, a Nevada nonprofit corporation, City Parkway V, Inc., a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada for the parcel located at 466 South Grand Central Parkway - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Amendment allows for the development of the remainder of the Smith Center site as a privately built parking garage and the Discovery Children's Museum. The Smith Center will be developing these two structures. The parking garage will contain at least 300 parking spaces. The Museum will be approximately a 58,000 square foot, 3-story building. The Museum will be operated by a non-profit entity. This agreement makes the necessary changes to the existing agreements to allow for the construction of these improvements on this site.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Amendment to Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center

AMENDMENT TO THIRD AMENDED AND RESTATED AGREEMENT TO DESIGN, CONSTRUCT AND LEASE A PERFORMING ARTS CENTER

This Amendment to Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center (this "Amendment") is made as of the ____ day of _____, 2010 (the "Amendment Execution Date"), by and among The Smith Center for the Performing Arts, a Nevada nonprofit corporation (formerly known as the Las Vegas Performing Arts Center Foundation) ("PAC"), City Parkway V, Inc. ("CP"), a Nevada nonprofit corporation, and the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("City" and, together with CP, the "City Parties") (the City Parties and PAC are individually and collectively herein referred as the "Party(ies)").

RECITALS

WHEREAS, the Parties entered into that certain Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated November 4, 2009 (the "Existing Agreement"), and

WHEREAS, the Existing Agreement amended, restated and superseded in all respects that certain Second Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center, dated May 6, 2009, which amended, restated and superseded that certain Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center, dated May 16, 2007, which amended, restated and superseded that certain Agreement to Design, Construct, and Lease a Performing Arts Center dated December 27, 2005, and

WHEREAS, the Parties desire to amend the Existing Agreement to provide for the development of the Museum Project and the lease of the Museum Project Site on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Existing Agreement as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Effect of Amendment; Definitions. The Parties hereby agree that this Amendment shall amend the Existing Agreement. Except as otherwise provided in this Amendment, the

Existing Agreement is unmodified and remains in full force and effect. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Amendment and the terms and conditions of the Existing Agreement, the terms and conditions of this Amendment shall govern and control. All capitalized terms used herein without definition shall have the meanings given to such terms in the Existing Agreement. Unless otherwise defined herein, the capitalized terms used herein have the meanings ascribed to those terms in this Section 1.1:

"Agreement" means the Existing Agreement as amended by this Amendment.

"Amended Design Development Drawings" means the exterior renderings of the Museum Project (exclusive of the Museum Parking Garage) submitted to City and dated April 13, 2010

"Amendment" shall have the meaning set forth in the first paragraph hereof.

"Amendment Execution Date" shall have the meaning set forth in the first paragraph hereof.

"Applicable Laws" shall have the meaning set forth in the definition of "Requirements" below.

"Award Requirements" shall have the meaning set forth in Section 5.1.

"Campus Site" means the real property commonly referred to as Clark County Assessor's Parcel No. 139-33-610-026 consisting of the Primary Theater Site and the Museum Project Site.

"Campus Site Plan" shall have the meaning set forth in Section 3.1.

"Charge" shall have the meaning set forth in Section 5.9(b).

"City" shall have the meaning set forth in the first paragraph hereof.

"City Environmental Obligations" shall have the meaning set forth in Section 3.2(c).

"City Parties" shall have the meaning set forth in the first paragraph hereof.

"City Representative" shall have the meaning set forth in Section 5.8(b).

"CP" shall have the meaning set forth in the first paragraph hereof.

"Existing Agreement" has the meaning set forth in the first recital above.

"GCGMP" means a licensed general contractor who has contracted with PAC for the construction of the Museum Project pursuant to the Museum Construction Contract.

"Governmental Authority" or "Governmental Authorities" means (i) the United States of America, the State of Nevada, City, County, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Primary Theater Project or the Museum Project (or any portion thereof), as applicable, and (ii) any public utility or private entity which will be accepting and/or approving design and/or construction of any element of the Project or the Museum Project, as applicable.

"LDCM" means Lied Discovery Children's Museum, a Nevada nonprofit corporation.

"License" has the meaning set forth in Section 3.3.

"LOA" means that Lease and Operating Agreement in the form attached hereto as Exhibit "E".

"Museum Architect" means the architect of record for the design and construction administration of the Museum Project.

"Museum Architect Agreement" means the agreement between PAC and the Museum Architect for the design of and construction-administration for the Museum Project.

"Museum Construction Contract" means the guaranteed maximum price contract to be entered into between PAC and the GCGMP for the construction of the Museum Project as more fully described in Article 5 below.

"Museum Lease" has the meaning set forth in Article 7.

"Museum NDA" has the meaning set forth in Article 7.

"Museum Parking Garage" means a parking garage containing approximately 300 parking spaces.

"Museum Plans and Drawings" has the meaning set forth in Section 4.2(b).

"Museum Project" means the improvements comprised of (a) the Museum Parking Garage, and (b) the shell (i.e. the boundary between indoor and outdoor space) and core (i.e. the portion of a building where the restrooms, ventilation shafts, electrical distribution, elevator shafts, and stairwells are located) of the building intended to be used as a children's museum of no less than 50,000 gross square feet. Notwithstanding anything in the Existing Agreement to the contrary, all work related to the Courtyard shall be part of the Primary Theater Project and not the Museum Project.

"Museum Project Budget" means a budget as revised from time to time setting forth the estimated Museum Projects Costs.

"Museum Project Costs" shall mean all costs and expenses of designing and constructing the Museum Project, including all costs and fees to be paid to the Museum Project Manager.

"Museum Project Manager" means a project management firm engaged by PAC to represent PAC in connection with the design and construction of the Museum Project and to provide project administration, value engineering and estimating services.

"Museum Project Site" means that portion of the Site depicted and described as such on Exhibit "A" attached hereto.

"PAC" shall have the meaning set forth in the first paragraph hereof.

"PAC Parties" shall have the meaning set forth in Section 3.3.

"PAC Representative" shall have the meaning set forth in Section 5.8(a).

"Part(ies)" shall have the meaning set forth in the first paragraph hereof.

"Representatives" shall have the meaning set forth in Section 5.8(b).

"Requirements" means (i) any and all laws, rules, regulations, constitutions, orders, ordinances, charters, statutes, codes, executive orders and requirements (now existing or hereafter applicable) of all Governmental Authorities having jurisdiction over City, CP, PAC, the Primary Theater Project or the Museum Project, as applicable, or any street, road, avenue or sidewalk comprising a part of, or lying in front of, the Primary Theater Project, the Museum Project, or any vault in or under the Primary Theater Site and/or the Museum Project Site (including, without limitation, Environmental Laws, the American with Disabilities Act and any of the foregoing relating to handicapped access or parking, the building code of City and any of the foregoing of any applicable fire rating bureau or other body exercising similar functions) (collectively, "Applicable Laws"), as applicable; (ii) any temporary or final certificates of completion and/or occupancy issued for the Primary Theater Project or the Museum Project, as applicable, as then in force; (iii) any and all provisions and requirements of any property, casualty or other insurance policy required to be carried in connection with the design and construction of the Primary Theater Project or the Museum Project, as applicable; (iv) the Symphony Park Design Standards and (v) any and all terms, conditions or covenants of any and all easements, covenants, conditions or restrictions of record, declarations, or other indentures, documents or instruments of record affecting the Primary Theater Site or the Museum Project Site, as applicable.

"Reynolds Foundation" means the Donald W. Reynolds Foundation, a Nevada nonprofit corporation.

"Reynolds Foundation Grant" means the grant of funds pursuant to the Reynolds Foundation Grant Agreement.

"Reynolds Foundation Grant Agreement" means that certain letter agreement, dated as of June 30, 2010, by and between PAC and the Reynolds Foundation, whereby the Reynolds Foundation issued an unrestricted grant to PAC for the purpose of promoting cultural, artistic and educational opportunities for the Las Vegas community complementary to the activities of PAC.

"Schedule of Performance" means the schedule of performance attached hereto as Exhibit "B".

ARTICLE 2

GENERAL INTENT

Section 2.1 General. The Parties agree that the overall purpose of this Amendment is to govern the design and construction of the Museum Project, the leasing to PAC of the land comprising the Museum Project Site, and the ultimate leasing to LDCM of portions of the Museum Project and/or the

Museum Project Site. The Parties acknowledge that the overall effort of the development of the Museum Project will take their mutual good faith cooperation and effort. The Parties hereto agree to cooperate to achieve the objectives hereof by furnishing such information to the other as is Determined necessary by a Party over the term hereof to effectuate the intent and purposes hereof. The Parties agree that the improvements comprising the Museum Project shall at all times remain the property of and owned by PAC, including, without limitation, all material whether on-site or off-site used in constructing the Museum Project. The Parties agree that the LOA shall govern the rights of PAC to use the land comprising the Museum Project Site, and that, except as provided in the LOA, the ownership of the land comprising the Museum Project Site shall at all times be owned by City.

Section 2.2 LOA. Within five (5) business days after the occurrence of Final Completion, City and PAC shall execute and enter into the LOA and deliver it to the other, whereby City will lease to PAC all of the Primary Theater Project, the Primary Theater Site and the Museum Project Site. City and PAC agree that upon execution and delivery of the LOA, the LOA shall govern and control the relationship of City and PAC as it relates to the Primary Theater Project, Primary Theater Site, the Museum Project and the Museum Project Site and the respective operations thereof.

Section 2.3 Exclusivity. Each of City and CP agrees that so long as the Agreement and/or the LOA is in effect City and CP shall deal exclusively with PAC and not negotiate with third parties in connection with the development and operation of a performing arts center or a children's museum within Symphony Park unless, in the case of the performing arts center, it is an accessory use to a hotel/casino. Notwithstanding the foregoing, the City may consider pursuant to Title 19 of the Las Vegas Municipal Code a site development plan application or similar entitlements for the operation of a private theater or similar land use within the City of Las Vegas city limits other than within Symphony Park.

ARTICLE 3

PAC CAMPUS SITE; MUSEUM PROJECT SITE

Section 3.1 PAC Campus Site Plan. The Parties agree that the various components of the PAC Campus Site will be constructed pursuant to a master site plan originally prepared by PAC in connection with the design of the Primary Theater Project (the "Campus Site Plan"). The current Campus Site Plan is attached hereto as Exhibit "A". The Campus Site Plan will be modified from time to time as the projects thereon are designed. The Campus Site Plan shall show building footprints, parking requirements and configuration, on-street parking to be reserved as public rights-of-way, ingress and egress and traffic flow solutions and shall show the Museum Project Site and the balance of the Remainder Site (i.e. the Remainder Site less the Museum Project Site), if any, within the PAC Campus

Site. The Campus Site Plan will be subject to CP's review and Approval. The Campus Site Plan will be in conformance with all applicable Requirements. In connection therewith, PAC and CP agree that (i) the parking for the Primary Theater Project will not be required to be located on the PAC Campus Site but rather will be provided by City and CP elsewhere within Symphony Park and/or adjacent properties in accordance with the LOA and (ii) except for the parking available in the Museum Parking Garage, the parking for the Museum Project will not be required to be located on the PAC Campus Site, but rather will be provided by City and CP elsewhere within Symphony Park and/or adjacent properties in accordance with the LOA.

Section 3.2 Museum Project Site Condition and Obligations.

(a) PAC acknowledges that it has undertaken its own independent reviews, investigations and testing of (i) the physical condition of the Museum Project Site, including the existence of Hazardous Substances in soil and groundwater located within or upgradient from the Museum Project Site, (ii) the feasibility of developing the Museum Project or any portion thereof and (iii) all other matters deemed necessary in PAC's sole judgment to determine the overall risk and feasibility of PAC's investment of monetary and other resources into the Museum Project or any portion thereof. PAC hereby specifically acknowledges that such reviews, investigation and testing has enabled PAC to adequately assess the feasibility of developing the Museum Project. PAC acknowledges that (i) PAC is not relying on any representations or warranties made by City or City's agents except as specifically set forth herein and (ii) except as otherwise provided in this Amendment, City shall not be liable to PAC, in any event whatsoever, to correct any latent or patent defects in the Museum Project Site. City represents and warrants that it has provided PAC with the Project Information. All Project Information provided by City to PAC, including, without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the Museum Project Site have been delivered without representation or warranty.

(b) The Parties acknowledge that they are aware of the presence of certain Hazardous Substances on the PAC Campus Site and the need to conduct remediation of such Hazardous Substances, in whole or in part, in connection with any development of the Museum Project Site, and to comply with all Environmental Laws relating to the remediation of such Hazardous Substances.

(c) City agrees to reimburse PAC up to Two Hundred Fifty Thousand Dollars ($250,000) for environmental studies and environmental remediation of Hazardous Substances on, in, about or emanating from the Museum Project Site pursuant to Environmental Laws (collectively, "City Environmental Obligations"). PAC agrees that, except for the aforementioned City Environmental

Obligations, City shall have no additional obligation to study, remediate, dispose of, fund, or otherwise handle Hazardous Substances on, in, about, or emanating from the Museum Project Site in accordance with Environmental Laws. PAC shall promptly, and no later than sixty (60) days after its receipt of an invoice for a charge related to a City Environmental Obligation, submit to City for payment such original invoice requesting payment of such charge. Upon City's Approval of such invoice, City shall promptly, and no later than thirty (30) days after such Approval, pay to PAC the amount of such charge requested by such invoice.

Section 3.3 Grant of License. City hereby grants to PAC and its employees, consultants, contractors, subcontractors, agents, representatives, designees and invitees (collectively, "PAC Parties") an exclusive and irrevocable license (the "License") to use and access the Campus Site (i) to conduct the due diligence activities set forth in Section 3.4, including, without limitation, conducting any environmental investigations thereof, (ii) to design the Museum Project, (iii) to construct the Museum Project on the Museum Project Site, (iv) to comply with the provisions of the Agreement, and (v) to perform and engage in any activity reasonably related to any of the foregoing. The term of the License shall be for a period commencing on the Amendment Execution Date and expiring concurrently with the full execution by the Parties, and effectiveness, of the LOA. This permission is given to PAC as an accommodation to PAC and shall be rent free. Without limiting the foregoing, during the term of the License, PAC shall have the right to sub-license or otherwise allow LDCM and its employees, consultants, contractors, subcontractors, agents, representatives, designees and invitees to use and access the Museum Project Site consistent with the scope of the License.

Section 3.4 PAC Due Diligence Investigations. PAC shall have the right under the License to conduct the following due diligence investigations of the Museum Project Site.

(a) PAC and the PAC Parties shall have the right to enter upon and inspect the Museum Project Site as PAC may determine necessary in connection with its rights and obligations under this Amendment 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 PAC may reasonably require, provided that such inspections and tests will not materially damage the Museum Project Site in any respect.

(b) PAC agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the surface of the Museum Project Site, PAC will provide City with a copy of the engagement letter for such activities with the consultant retained by PAC and a detailed description of the intended scope of activities on the Museum

Project Site. PAC agrees that such engagement letter shall be subject to the Approval of City, which Approval shall, in this instance only, be granted or denied within five (5) business days of PAC's submission of such engagement letter to City, subject to City obtaining any required approvals of the same from the State of Nevada Department of Environmental Protection and/or Union Pacific Railroad of Omaha, Nebraska. PAC agrees that City shall have the right to have its representatives present during such activities. In addition, PAC acknowledges that Union Pacific Railroad may have to be notified of such investigations and may have representatives present during such investigations.

(c) All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all Requirements. 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, PAC agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City and its affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) resulting from or relating to PAC's tests and inspections pursuant to this Section 3.4(c). The indemnity obligations of PAC under this Section 3.4(c) will survive any termination of the Agreement. PAC covenants and agrees upon request of City to promptly deliver to City without charge therefor, the results and copies of any and all third party feasibility studies, including, but not limited to, environmental studies, soils studies, market studies and financial analyses and related correspondence.

ARTICLE 4

DESIGN OF THE MUSEUM PROJECT

Section 4.1 Museum Architect. The Parties agree that PAC will engage the Museum Architect to provide all of the design, engineering and construction administration services required for the design and construction of the Museum Project. The Museum Architect shall be selected by PAC in its sole discretion.

Section 4.2 Design of the Museum Project.

(a) PAC agrees that the design of the Museum Project (other than the Museum Parking Garage) will be in accordance with the Amended Design Development Drawings. City acknowledges that PAC has prepared and submitted to City for review the Amended Design Development Drawings. City Approved the Amended Design Development Drawings pursuant to Site Development Plan review submittal SDR-38854. As of the Amendment Execution Date, PAC acknowledges that the development drawings for the Museum Parking Garage have not been Approved by the City and Approval by City is required prior to commencement of construction of the Museum Parking Garage.

(b) City acknowledges that PAC has prepared and submitted to City for review and Approval the following plans, drawings and related documents with respect to the Museum Project (collectively, the "Museum 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.

PAC acknowledges that Approval of the Museum Plans and Drawings is subject to Approval by City's Building Department and conformance with Applicable Laws.

Section 4.3 Museum Project Manager. PAC agrees at all times to engage and at all times use the services of a qualified project manager to represent and assist PAC in the management of the design and construction of the Museum Project. All costs of the Museum Project Manager shall be borne directly by PAC. Prior to termination by PAC of the engagement of the Museum Project Manager or any replacement Museum Project Manager, PAC shall provide City with reasonable advance written notice of the same and provide City with an opportunity to consult with PAC on such action.

Section 4.4 Project Budget. PAC agrees that during the design process for the Museum Project, PAC shall formulate and shall from time to time refine the Museum Project Budget all in cooperation with the Museum Project Manager. Prior to award of the Museum Construction Contract, PAC agrees to provide City with a copy of the then current Museum Project Budget.

Section 4.5 Project Approvals. PAC shall, at its sole cost and expense, seek and obtain all permits and approvals required for the construction of the Museum Project. PAC agrees and acknowledges that nothing in this Amendment constitutes an approval of or permits for the construction of the Museum Project and that all approvals and permits for the construction of the Museum Project must be obtained by PAC pursuant to all applicable Requirements. City agrees to cooperate in the permitting and approval process and City shall sign all permit applications required for the Museum Project.

ARTICLE 5

CONSTRUCTION OF THE MUSEUM PROJECT

Section 5.1 Museum Construction Contract. The Museum Construction Contract will provide that the Museum Project shall be constructed on the Museum Project Site in accordance with the Museum Plans and Drawings. The Museum Construction Contract shall be for a total guaranteed

maximum price. PAC agrees that PAC will not proceed with entering into the Museum Construction Contract unless the following conditions precedent are fulfilled or waived by City at its sole discretion (collectively, the "Award Requirements"):

(a) GCGMP has provided a written, constructability review to City that (i) the design of the Museum Project is complete in all respects pursuant to the Museum Architect Agreement and the Museum Project is ready to be awarded to GCGMP for construction and (ii) the latest Museum Project Budget is a fair and accurate estimate of the Museum Project;

(b) all permits and approvals necessary for GCGMP to commence construction of the Museum Project have been obtained;

(c) PAC has provided City with a copy of the then current Museum Project Budget;

(d) the Reynolds Foundation Grant remains committed and in full force in all respects as confirmed in writing by the Reynolds Foundation;

(e) the execution of this Amendment by the Parties;

(f) there is no occurrence and continuance of a material PAC Default; and

(g) The GCGMP provides a performance and payment bond covering 100% of the guaranteed maximum price set forth in the Museum Construction Contract for the Museum Project (exclusive of the Museum Parking Garage) and includes a dual-obligee rider that names City as an additional obligee.

Section 5.2 Award of Museum Construction Contract. Upon the satisfaction or waiver of the Award Requirements, PAC will promptly enter into the Museum Construction Contract with GCGMP for construction of the Museum Project on the Museum Project Site.

Section 5.3 Construction of Museum Project. The Parties agree that the Museum Project Manager will principally administer and enforce the Museum Construction Contract on behalf of PAC subject to the terms of the Museum Construction Contract. Each of City and the Museum Project Manager shall be named as an additional insured under all insurance policies required to be maintained by GCGMP pursuant to the Museum Construction Contract. In connection with the Museum Construction Contract, the Parties agree as follows:

(a) The City Representative will be invited and permitted to attend all regular Museum Project meetings and any other meetings determined material by the City Representative.

(b) The City Representative will be fully informed of all developments relating to the Museum Project and will be copied on all correspondence received or originated by PAC, the Project Manager or the Museum Architect during construction of the Museum Project.

(c) PAC and the Museum Project Manager shall consider in good faith all directions from City to PAC which are Determined necessary by City in connection with the administration of the Museum Project.

(d) PAC shall make all payments due under the Museum Construction Contract in strict compliance with the terms of the Museum Construction Contract except as otherwise provided therein or herein.

(e) PAC shall provide written notice a minimum of seven (7) days prior to the implementation by PAC of any of the following: (i) any proposed modification to the Museum Construction Contract; (ii) any proposed waiver of any of PAC's rights under the Museum Construction Contract; (iii) any proposed waiver or release of GCGMP's obligations under the Museum Construction Contract; and (iv) any proposed waiver of any conditions to payment due under the Museum Construction Contract.

(f) PAC shall provide written notice to City a minimum of seven (7) days prior to the execution of any change order, except for any non-monetary field change order or any monetary change order in an amount less than Twenty-Five Thousand Dollars ($25,000) which is approved by the Museum Project Manager.

Section 5.4 Notice to Proceed. The Parties agree that PAC shall not issue the notice to proceed to GCGMP unless the following conditions precedent are satisfied:

(a) All conditions as set forth in Section 5.1 of this Amendment remain fulfilled; and

(b) The financial or any other condition of GCGMP has not changed such that City has determined that GCGMP is not able to perform under the Museum Construction Contract.

Section 5.5 Construction Insurance. During the construction of the Museum Project, PAC agrees that it shall maintain, or cause to be maintained, the insurance coverage set forth on Exhibit "E" attached hereto.

Section 5.6 Primary Theater Project. PAC acknowledges that City is in the process of constructing and building the Primary Theater Project on the Primary Theater Site. PAC hereby agrees that the construction of the Museum Project on the Museum Project Site, and all activities and operations related to the construction of the Museum Project, shall not interfere or impede in any material way with the ongoing construction of the Primary Theater Project by City. PAC agrees to hold harmless, indemnify and defend City from and against all losses, liabilities, or expenses, claims, demands, action or causes of action arising out of any material interference with the construction and completion of the Primary Theater Project which is solely caused by the construction of the Museum Project.

Section 5.7 Casualty. City agrees that all insurance proceeds payable in connection with any damage or destruction of the Museum Project shall be payable to PAC and City shall have no right or interest whatsoever in such proceeds.

Section 5.8 Parties' Representatives.

(a) PAC Representative. PAC hereby designates Vicki Dickerson (or his/her successor for such purpose) as PAC's representative ("PAC Representative") in its dealings with City relating to the implementation and administration of this Amendment. PAC may replace the above designated PAC Representative at any time by written notice to City Representative. PAC Representative may delegate certain of his/her responsibilities to such senior employees of PAC or PAC's affiliates as he/she may determine from time to time. PAC Representative shall notify City Representative in writing of any such delegation. City shall direct all communications regarding the implementation and administration of this Amendment to PAC's Representative and, to the extent any responsibilities are delegated, the applicable delegated individual(s) pursuant to this Section 5.8(a).

(b) City Representative. City hereby designates City's City Engineer as its representative ("City Representative" and, together with PAC Representative, the "Representatives"), who shall administer this Amendment on behalf of City, and who shall have authority to bind City with respect to matters requiring City's Approval or authorization as provided in this Amendment. The City Representative may delegate certain of his/her responsibilities to such senior employees of City, City affiliates or City consultants as he/she may determine from time to time. City Representative shall notify PAC in writing of any such delegation. PAC shall direct all communications regarding the administration of this Amendment to City Representative and, to the extent any responsibilities are delegate, the applicable delegated individual(s) pursuant to this Section 5.8(b). City may replace the above designated City Representative at any time by written notice to PAC Representative. Notwithstanding the foregoing, in the event that City Representative is unavailable at any time after reasonable notice under the circumstances and attempts to contact him/her, PAC Representative may direct communication regarding this Amendment to City's Public Works Director during such period of unavailability.

(i) Examination Rights. City Representative, upon reasonable advance written notice to PAC, shall have the right from time to time, during normal business hours, to visit the Museum Project Site to observe the progress of the Museum Project solely for the purpose of ensuring that the Museum Project is being developed in accordance with the Museum Plans and Drawings and all Requirements. City Representative's visit and inspection shall conform to GCGMP and PAC safety requirements and City Representative shall check-in with PAC and GCGMP prior to entering the

Museum Project Site. Any such inspection by City Representative shall not interfere with the Museum Project, including, without limitation, the construction thereof.

(ii) Meetings. Owner Representative and City Representative, or their respective designees, will meet regularly throughout the design and construction of the Museum Project, but not less than once a month, to assess the progress and any other matters relating to the design and construction of the Museum Project, with the frequency and scope of such meetings to be determined mutually by PAC Representative and City Representative, in their reasonable judgment.

(iii) The Parties agree that they may be able to rely conclusively on the Approval, Estimate or Determination of the other Party's Representative in connection with Section 2.3 of the Existing Agreement.

Section 5.9 Completion of Museum Project.

(a) PAC acknowledges that (i) PAC is responsible for developing the Museum Project as provided herein, notwithstanding any delegations to the Museum Project Manager, GCGMP, the Museum Architect or any other third parties; and (ii) any failure to perform by the Museum Project Manager, GCGMP, the Museum Architect or other third parties does not excuse PAC's performance of any of its obligations under this Amendment.

(b) Except as provided below, PAC shall pay when due all claims for labor and material furnished to the Museum Project Site for the Museum Project. City may elect from time to time to record and post notices of non-responsibility on the Museum Project Site. In the event any lien, encumbrance or other charge (collectively, a "Charge") is recorded against the Museum Project Site as a result of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman to the Museum Project Site in connection with the Museum Project, PAC shall remove such Charge by payment, deposit or by posting an adequate bond with a court of competent jurisdiction, within thirty (30) days from receiving notice of such Charge. Notwithstanding the foregoing or anything herein, to the extent that PAC is actively contesting a Charge in good faith by appropriate proceeding, PAC shall have the right to dispute such Charge without payment, deposit or bonding, provided that (i) PAC holds funds in a reserve sufficient to pay the Charge, and (ii) in the event there has been commencement of a foreclosure or other sale of any portion of the Museum Project Site or Museum Project on account of such Charge, Tenant shall remove such Charge, either by payment, deposit or by posting an adequate bond with a court of competent jurisdiction within five (5) days of the commencement of such foreclosure or other sale. If PAC shall fail to cause a Charge to be discharged in accordance with this Section, then, in addition to any other right or remedy it may have, City may, but

shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings, and in any such event City shall be entitled, if City so elects, to compel the prosecution of an action for the foreclosure of the same by the claimant and to pay the amount of any judgment in favor of the claimant with interest, costs and allowances. Any amount so paid by City and all interest, costs and expenses, including reasonable attorneys' fees, incurred by City in connection therewith shall be paid by PAC to City on demand along with interest thereon at the rate of ten percent (10%) per annum from the date of demand until paid in full.

Section 5.10 Diversity Plan. GCGMP has created a diversity outreach plan to attract as many qualified licensed minority, women, veteran and/or disabled-owned subcontractors to work on the Museum Project as possible. A copy of such plan is attached hereto as Exhibit "C".

ARTICLE 6

MUSEUM PROJECT COSTS

Section 6.1 PAC Obligation. Except for the City Environmental Obligations, PAC shall be responsible for the payment of all Museum Project Costs, including, without limitation, all fees and costs of the Museum Architect, the Museum Project Manager, GCGMP and all other parties involved in the design and construction of the Museum Project. PAC further agrees that City shall have no obligation whatsoever to pay any costs or expenses whatsoever in connection with the design and construction of the Museum Project; provided, however, that, notwithstanding anything herein to the contrary, City shall be obligated to pay all costs and expenses for the City Work, the City Environmental Obligations pursuant to the provisions hereof and the City Obligations pursuant to the provisions of the Existing Agreement and that no portion of such costs and expenses shall be paid by PAC.

Section 6.2 Payment and Application of Funds. During the construction of the Museum Project, PAC shall pay (a) the amounts due under the Museum Construction Contract pursuant to the terms and conditions of the Museum Construction Contract, (b) the amounts due to the Museum Project Manager pursuant to the terms and conditions of the agreement between PAC and the Museum Project Manager, and (c) all other amounts included in the Museum Project Costs other than the City Environmental Obligations. Upon reasonable prior notice, PAC shall make available to City for its review, at a place convenient for PAC, all documents related to the payment of the Museum Project Costs, including, without limitation, all invoices, lien releases and other documents required under or requested pursuant to the Museum Construction Contract. PAC shall provide City with monthly statements showing any payments of the Museum Project Costs and the then current estimate of the remaining Museum Project Costs.

ARTICLE 7

MUSEUM LEASE

City hereby consents to (a) PAC and LDCM entering into a lease agreement whereby PAC would lease/sublease portions of the Museum Project and/or Museum Project Site to LDCM (the "Museum Lease"); and (b) PAC leasing/subleasing portions of the Museum Project and/or Museum Project Site to LDCM. Concurrently with the execution of the Museum Lease, (i) PAC shall provide City with an executed copy of the Museum Lease, and (ii) City and LDCM shall enter (PAC agrees that the Museum Lease shall obligate LDCM to enter) into a non-disturbance and attornment agreement, in form and substance acceptable to the Parties and LDCM (the "Museum NDA"), whereby City and LDCM agree that, in the event the LOA terminates with respect to the Museum Project Site, City will not disturb LDCM's possession of the premises under the Museum Lease so long as LDCM is not in default of the Museum Lease, and LDCM agrees to attorn to City as its landlord.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

Section 8.1 City Parties' Representations and Warranties. In addition to any other representations and warranties made by any of the City Parties herein, each of the City Parties hereby represents and warrants to PAC, which representations and warranties are continuing in nature and shall survive throughout the term of the Agreement, as follows:

(a) There are no pending or, to the best of each of the City Parties' knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Museum Project Site.

(b) Each of the City Parties has the full authority and power to execute this Amendment. This Amendment has been duly executed and delivered by each of the City Parties and constitutes the valid and legally binding obligation of each of the City Parties, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) City possesses good and marketable fee simple title to the Museum Project Site.

(d) The execution or delivery of this Amendment will not: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Authority to which any of the City Parties or the Museum Project Site is subject; (ii) violate any provision of any of the City Parties' charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate,

modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which any of the City Parties is a party or by which any of them are bound or which any of their assets are subject (or result in the imposition or any lien upon any of their assets).

(e) None of the City Parties has received any written notice nor do either of them have any knowledge of or intent to impose any utility connection moratorium or rezone the Museum Project Site.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of any of the City Parties is required in connection with their execution and delivery of this Amendment.

(g) There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Museum Project Site, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Museum Project Site.

Section 8.2 PAC's Representations and Warranties. In addition to any other representations and warranties made by PAC herein, PAC hereby represents and warrants to City, which representations and warranties are continuing in nature and shall survive throughout the term of the Agreement, as follows:

(a) PAC is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) of the Tax Code.

(b) PAC has the full authority and power to execute this Amendment. This Amendment has been duly executed and delivered by PAC and constitutes the valid and legally binding obligation of PAC, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) The execution or delivery of this Amendment will not: (i) violate any Applicable Law, injunction, judgment, order, decree, ruling, charge or other restriction of any Governmental Authority to which PAC is subject; (ii) violate any provision of PAC's articles of incorporation or bylaws, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which PAC is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

(d) The Reynolds Foundation Grant Agreement remains in full force and effect and has not been amended or otherwise modified.

ARTICLE 9

MUSEUM PROJECT DEFAULT

Notwithstanding the foregoing or anything herein or in the Existing Agreement to the contrary, in the event any PAC Default occurs which relates to the Museum Project or the Museum Project Site, including, without limitation, the failure to complete construction of the Museum Project, after the expiration of all applicable notice and cure periods, and not the Primary Theater Project, City shall not have any right or remedy whatsoever under the Agreement or otherwise with respect to the Primary Theater Project or the Primary Theater Site, including, without limitation, any right to terminate the Agreement with respect to the Primary Theater Project or the Primary Theater Site, suspend or terminate the construction of the Primary Theater Project or any portion thereof, or terminate PAC's right to possession of the Primary Theater Project or the Primary Theater Site upon Final Completion, and, regardless of the rights and remedies City exercises with respect to the Museum Project or the Museum Project Site upon such a PAC Default, the Agreement shall remain in full force and effect as to the Primary Theater Project and the Primary Theater Site; provided, however, that (a) if such a PAC Default occurs as a result of PAC's failure to complete construction of the Museum Project in its entirety (i.e. neither the Museum Parking Garage or the other improvements comprising the Museum Project are constructed) after the expiration of all applicable notice and cure periods, City shall have the right to reduce the Parking Facilities (as defined in the LOA) that it is obligated to provide pursuant to the provisions of the LOA from 1,200 parking spaces to 1100 parking spaces; or (b) if such a PAC Default occurs as a result of PAC's failure to construct the improvements comprising the Museum Project other than the Museum Parking Garage (i.e. the Museum Parking Garage is constructed) after the expiration of all applicable notice and cure periods, City shall have the right to reduce the Parking Facilities that it is obligated to provide pursuant to the provisions of the LOA from 1,200 parking spaces to 900 parking spaces provided that City leases PAC, pursuant to the LOA, the portion of the Museum Project Site on which the Museum Parking Garage is built and grants PAC and the Tenant Parties (as defined in the LOA) any necessary access thereto. Additionally, if the children's museum referenced in the definition of Museum Project is not open to the public within nine (9) months following the date on which the Primary Theater Project opens to the public, City shall have the right to temporarily reduce the Parking Facilities that it is obligated to provide pursuant to the provisions of the LOA from 1,200 parking spaces to 900 parking spaces until such time as such children's museum opens to the public, in which case City shall

then be obligated to provide all of the Parking Facilities (i.e. the 1200 parking spaces) pursuant to the provisions of the LOA.

ARTICLE 10

MISCELLANEOUS

Section 10.1 No Partnership. The Parties hereby acknowledge that it is not their intention under the Agreement to create between themselves a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship for any purpose whatsoever. Accordingly, notwithstanding any expressions or provisions contained herein, nothing in the Agreement or any transaction contemplated hereunder shall be construed or deemed to create, or to express an intent to create, a partnership, joint venture, tenancy-in-common, joint tenancy, co-ownership or agency relationship of any kind or nature whatsoever between the Parties hereto. The provisions of this Section 10.1 shall survive termination of the Agreement.

Section 10.2 Books and Records. Each of the Parties to this Amendment agrees, to the extent applicable to a Party, to maintain proper books and records pertaining to the Museum Project and to make such books and records available for inspection by the other Party hereto during normal business hours.

Section 10.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be regarded as the original and all of which shall constitute the same agreement.

Section 10.4 Disclosure of Principals. Pursuant to Resolution R 105-99 adopted by City Council effective October 1, 1999, PAC warrants that it has disclosed, on Exhibit "F" attached hereto, all members of the Board of Directors of PAC, as well as all persons and entities holding more than 1% interest in PAC or any principal of PAC. Throughout the term hereof, PAC shall notify City Parties in writing of any material change in the above disclosure within 15 days of any such change.

Section 10.5 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and effect of the Agreement, without giving effect to its conflict of law provisions.

[*Signatures appear on following page.*]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written.

"CP"
CITY PARKWAY V, INC.,
a Nevada nonprofit corporation

By: _____
Name: Elizabeth N. Fretwell
Title: President

APPROVED AS TO FORM:

By: John S. Ridilla
Name: JOHN S. RIDILLA
Title: Deputy City Attorney

"CITY"
CITY OF LAS VEGAS, NEVADA,
a political subdivision of the State of Nevada

By: _____
Name: Oscar B. Goodman
Title: Mayor

ATTEST:

By: _____
Name: Beverly K. Bridges, MMC
Title: City Clerk

"PAC"
The Smith Center for the Performing Arts,
a Nevada nonprofit corporation

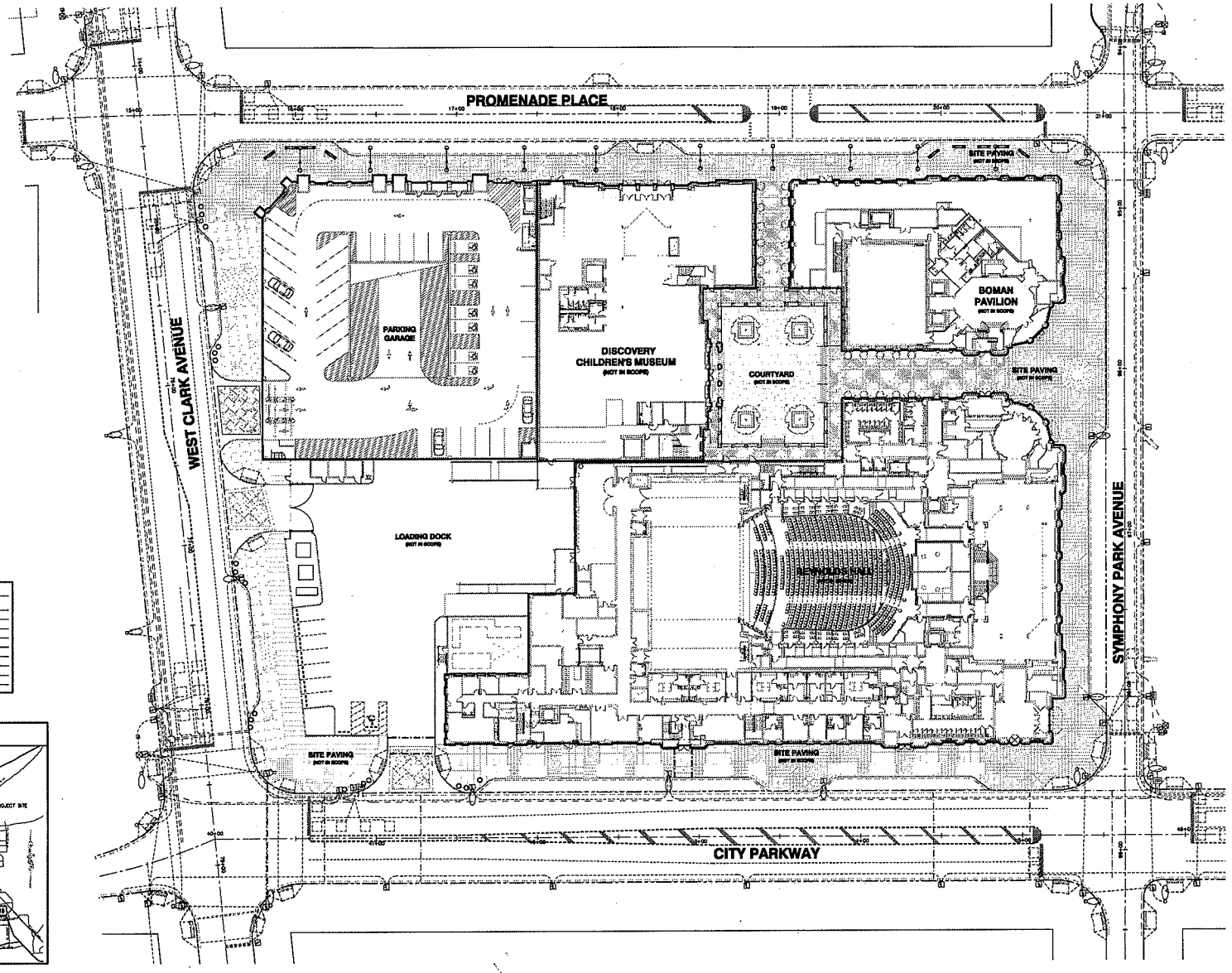
By: _____
Name: _____
Title: _____

EXHIBITS

Exhibit "A"	Campus Site Plan
Exhibit "B"	Schedule of Performance
Exhibit "C"	Diversity Plan
Exhibit "D"	Insurance Requirements
Exhibit "E"	LOA
Exhibit "F"	Principal Disclosure Statements

EXHIBIT A

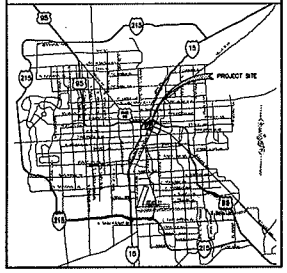
Campus Site Plan



PARKING TABULATIONS

	STANDARD	HC	VAN HC	TOTAL
LEVEL 01	34	3	4	41
LEVEL 02	78			78
LEVEL 03	78			78
LEVEL 04	78			78
LEVEL 05	69			69
SUB-TOTAL	330	3	4	
TOTAL				337

VICINITY MAP



01 PARCEL H/I SITE PLAN
SCALE: 1" = 20'-0"

HKS

DEVELOPER
LAS VEGAS PERFORMING ARTS CENTER FOUNDATION
LAS VEGAS, NV 89119

DEVELOPER'S CONSULTANT'S
THE PROJECT GROUP
FT. WORTH, TX 76102

CM/GC
THE WHITING-TURNER CONTRACTING CO
LAS VEGAS, NV 89150

EXECUTIVE ARCHITECT
HKS ARCHITECTS, INC.
DALLAS, TX 75201

MEP CONSULTANT
MBA ENGINEERING CONSULTANTS
LAS VEGAS, NV 89123

STRUCTURAL ENGINEER
WALTER P. MOORE & ASSOCIATES,INC.
DALLAS, TX 75201

PARKING CONSULTANT
WALTER P. MOORE & ASSOCIATES,INC.
ATLANTA, GA 30381

CIVIL ENGINEERS
MARTIN & MARTIN
LAS VEGAS, NV 89146

LANDSCAPE ARCHITECT
LIFESCAPES INTERNATIONAL
NEWPORT BEACH, CA 92660

LIFE SAFETY CONSULTANT
AFLS
SAN FRANCISCO, CA 94103

GEOTECHNICAL CONSULTANT
TERRACON
LAS VEGAS, NV 89013

GRAPHICS CONSULTANT
TWO TWELVE ASSOCIATES
NEW YORK, NY 10010

LEED CONSULTANT
GREEN BUILDING SERVICES
PORTLAND, OR 97204

THE SMITH CENTER FOR THE PERFORMING ARTS
LAS VEGAS

LAS VEGAS PERFORMING ARTS CENTER FOUNDATION

INTERIM REVIEW ONLY
These documents are incomplete, and are released for interim review only and are not intended for regulatory approval, bidding, permit, or construction purposes.

KEY PLAN

REVISION

HKS PROJECT NUMBER
12887.000
DATE
11.02.2010
ISSUE
PARKING GARAGE

SHEET TITLE
SITE PLAN

SHEET NO.
GA1.01

© 2010 HKS, INC.

PLOT DATE: FILE NAME: FILE PATH: XREFS:

EXHIBIT B

Schedule of Performance

EXHIBIT B

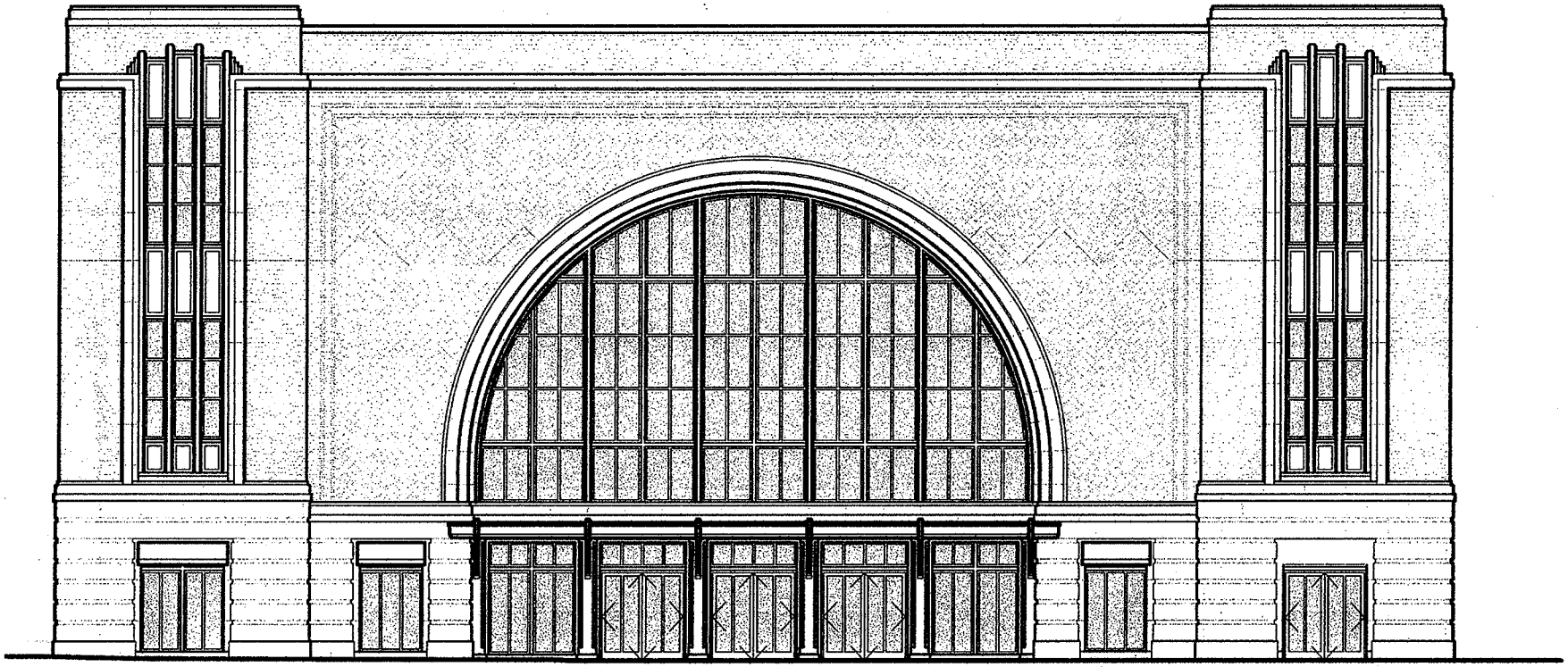
Museum Construction Proposed Schedule of Development

Construction start:	Approximately December 2, 2010
30% completion:	Approximately April 30, 2011
Topping out:	Approximately August 31, 2011
60% completion:	Approximately August 31, 2011
90% completion:	Approximately December 31, 2011
Substantial completion:	Approximately January 31, 2012

EXHIBIT C

Diversity Plan

THE WHITING-TURNER CONTRACTING COMPANY



DONALD W. REYNOLDS DISCOVERY CHILDREN'S MUSEUM

DIVERSITY PROGRAM

City of Las Vegas
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting

Introduction

The Whiting-Turner Contracting Company is committed to achieving a Las Vegas construction workforce which, to the maximum extent practicable, reflects the community within which we will work. The Donald W. Reynolds Discovery Children's Museum project will be executed with an outreach approach to support this commitment. The partners involved with this project are as follows: The City of Las Vegas as Land Owner, The Las Vegas Performing Arts Center Foundation as Owner and The Whiting-Turner Contracting Company as Construction Manager.

In developing the diversity goals, Whiting-Turner will take into account the type of work to be accomplished within the duration of the contract, technical competence of companies necessary to accomplish the goals, and the availability of local, capable subcontractors and vendors experienced in providing services consistent with the requirements of the Donald W. Reynolds Discovery Children's Museum Project.

Whiting-Turner will be responsible for outlining, implementing and fulfilling the goals of the construction diversity plan and will execute proven diversity initiatives.

The plan outlined in this document has been used on other Whiting-Turner projects (Las Vegas City Hall & Regional Transportation Commission) and has proven to be successful.

City of Las Vegas
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting

Plan Description

The Whiting-Turner Diversity plan will consist of

- Proactive Outreach Activities
- Compliance Assistance
- Contract Administrative Tracking
- Participation Measurement

We have determined that significant participation can be achieved on this project through effective tools of outreach and performance requirements.

M/W/DBE participants shall be required to be certified by a participating agency as identified in the certification section, and, as required by law, shall be required to hold a valid Nevada Contractors License with limits appropriate to the work being bid. It shall be the responsibility of bidders to submit accurate information and complete bids and of Whiting-Turner to assure all certifications and licenses are up to date and valid.

The Whiting-Turner Contracting Company

City of Las Vegas
Donald W. Reynolds Discovery Children's Museum

DIVERSITY PROGRAM
MBE / WBE / DVBE/ DBE
Local Contractors

Table of Contents:

Introduction

Plan Description

Section A: Outreach Program
> **MBE / WBE / DVBE / DBE**
- Outreach Plan Summary
- Outreach Letters to Organizations
- Subcontractor Inclusion Requirements
- Minority Contractor Directory
- Use of Government Databases (Websites)

Section B: Certification and Licensing

Section C: Bid Advertising Summary

Section D: Subcontractor Qualifications

Section E: Opportunity Letters - Soliciting Interest

Section F: Measuring Success

City of Las Vegas
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting

Outreach Program

In order to maximize the opportunities for M/W/DBE's to participate in the construction of the Donald W. Reynolds Discovery Children's Museum, Whiting-Turner will conduct a significant outreach program by contacting various local chambers of commerce, minority trade councils and other organizations dedicated to promoting business opportunities for M/W/DBE's.

Whiting-Turner will generate informational outreach literature to introduce the project and will seek assistance from the above organizations as well as all certifying agencies in identifying and notifying contractors of the literature. The project information will be sent via mail, e-mail and facsimile to identified organizations as well as identified contractors.

Advertisements will be placed in a multitude of publications to ensure appropriate notice to the entire community.

All first-tier, direct subcontractors will be required to conduct similar outreach programs in order to ensure maximum participation at the second and third-tier level, as we believe these second and third-tier sub-subcontractors and vendors represent a large piece of the diversification success, which is often overlooked in traditional subcontracting plans.

G.W.C. WHITING
(1883-1974)

WILLARD HACKERMAN
PRESIDENT AND CEO

FOUNDED 1909

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIUSHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS

702-650-0700

(date)

Mr. John Doe
Minority Council or Organization
(street address)
(city / state / zip)
RE: Donald W. Reynolds Discovery Children's Museum

Dear Mr. Doe,

I am pleased to announce that Whiting-Turner has been selected as the Construction Manager by The Las Vegas Performing Arts Foundation for the Donald W. Reynolds Discovery Children's Museum project. (Add project scope summary). The project is going for LEED (TBD) Certification. Construction will start November 2010.

As always, Whiting-Turner is looking forward to a strong presence of qualified M/W/DBE subcontractors to participate in the project. To achieve this, we are asking for your assistance in identifying interested bidders. Please advise your members and have anyone interested in bidding the project fill out the attached forms and return them to our office.

Thank you for your help in soliciting interest from qualified M/W/DBE contractors for the Donald W. Reynolds Discovery Children's Museum project. I look forward to working with you and your organization.

If you have any questions or concerns, please do not hesitate to call.

Very Truly Yours,
THE WHITING-TURNER CONTRACTING COMPANY

Project Manager

Soliciting Interest

THE WHITING-TURNER CONTRACTING COMPANY

PROJECT NOTICE:

Donald W. Reynolds Discovery Children's Museum

(insert project description)

Whiting-Turner will only accept pricing from qualified, NV. licensed bidders

Qualification forms are available upon request and must be submitted and approved prior to estimate acceptance.
Qualifications must be submitted by TBD

Plan Rooms: TBD

Contact: **TBD**

Send/Fax to: TBD

Please return this sheet via FAX to TBD.

☐ Yes, we will bid this project.
☐ No, we are not interested in this project because: _____

Company Name: _____ Contact: _____
Address: _____ Phone: _____
_____ Fax: _____
NV License # _____ Limit: $ _____ E-mail _____

Please provide proper certification. ☐ DBE ☐ Union ☐ Non-Union
Trade or scopes of work perfromed by this vendor: ☐ MBE / WBE ☐ DVBE

_____
_____
_____

The Whiting-Turner Contracting Company
6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119

Request for Subcontractor Statements of Qualification
WT
Donald W. Reynolds Discovery Children's Museum

The Whiting Turner Contracting Company requests Statements of Qualification from subcontractors and vendors for the performance of work for the Donald W. Reynolds Discovery Children's Museum.

This request for statement of qualifications covers the following trades:

TBD

Project Description: TBD

Questions and / or comments regarding this Request for Statements of Qualification should be submitted in writing to TBD.

Submittal Deadline: All responses to this request for Statements of Qualification must be received in TBD (Location & Date) Proposals received and stamped TBD PM or later may not be accepted. Respondents shall submit two (2) copies in a sealed envelope plainly marked as below:

Request for Statements of Qualification WT #####
Donald W. Reynolds Discovery Children's Museum
Symphony Park on the Campus of The Smith Center for the Performing Arts

Intent: It is the intent of Whiting-Turner to evaluate all received statements of qualification and create a short list of subcontractors to provide a bid for the project.

Requirements: In order to qualify, subcontract must meet the following criteria:

1. Not have been found liable for breach of contract with respect to previous projects, other than a breach for legitimate cause, during the 5 years immediately preceding date of the advertisement for Statements of Qualification.

2. Not have been disqualified from being awarded pursuant to NRS 338.017, 338.13895, 338.1475 or 408.33, and

3. Be properly licensed for the particular scope of work per NRS 624.

Whiting-Turner is an Equal Employment Opportunity Employer. Minority Business Enterprises (MBE), Women Owned (WBE), Disabled Veteran Business Enterprise (DVBE) and Disadvantaged Business Enterprises (DBE) and are strongly encouraged to participate.

GENERAL INFORMATION

Company Name:

Authorized Representative: _____

Title: _____

Address: _____

_____

_____

Principal Office: _____

_____

Phone No.: _____ _____ - _____ / Fax No.: _____ _____ - _____

Annual Work Capacity ($): _____

Largest Project ($): _____

MBE, WBE, DVBE, DBE: _____

Furnish, Install, or Both: _____

Dun & Bradstreet # & Rating _____

State Sales Tax ID #: _____

1.0 Date and place of incorporation of applicant:

2.0 How many years has your organization been actively engaged in business?

3.0 Type of organization (corporation, partnership, joint venture, etc.). If the entity which will undertake the Project will be a joint venture or an entity formed specifically for this project, specify the guarantee relationships that will exist between its sponsors, or participants, particularly as it relates to guarantees of performance.

4.0 List any union trade agreements you presently have in effect. Are all your union benefits current? If union, attach letter from union that states the applicant is current with all benefits.

5.0 List the construction experience of the principal individuals of your organization. **(Resume Option)**

6.0 Have you ever failed to complete any work awarded to you? If so, note what, when, where, and why.

7.0 Have you ever performed work for The Whiting-Turner Contracting Company? If so, state project names, locations, work performed, and W-T representative.

8.0 Bank references: **(name, address, and phone number)**

Name of Bank

Address:

Contact:

Contact Phone:

9.0 Name of Insurance Company: **(name, address, and phone number of agent, current limits).** Provide letter from your insurance company showing EMR for the past 5 years.

Insurance Company:

Agent:

Address:

Phone:

Contact Name:

Contact Phone:

Contact E-mail:

Insurance Company AM Rating:

10.0 Name of Bonding Company: **(name, address, and phone number of agent, current limits).** Attach letter from your bonding company stating ability to provide performance and payment bonds.

Bonding Company:

Agent:

Address:

Phone:

Contact Name:

Contact Phone:

Contact E-mail:

Bonding Company Rating:

11.0 List the major construction projects that your organization has completed in the last five (5) years. Designate the project name, owner's representative, phone #, architect phone #, your status as prime or subcontractor, General Contractor/Construction Manager reference, contract amount, schedule, and type of project **(attach separate sheet if necessary).** List at least 3 projects of similar size & scope.

12.0 Attach a dated financial statement or balance sheet for your company.

Name of firm preparing statement: _____
Address: _____
_____
_____
_____

13.0 Has your firm ever had financial difficulties that resulted in declaring Chapter 11? Have any vendors put liens against your firm?

14.0 If your firm is a MBE, WBE, DVE or DBE firm, list all locations in which you are certified and the certification numbers.

16.0 Submit a **condensed** version of your company's safety program. Also provide your safety history for the past 5 years. This shall include total man hours worked, OSHA 300 log, etc. for the past 5 years.

17.0 Attach the following with the submittal:

- Copy of Nevada State License as they apply to subcontractor's scope of work.
- MBE/WBE/DVBE/DBE certifications, if applicable.

18.0 List of attachments:

Exhibit A – Standard Whiting-Turner Subcontract
Exhibit B – Attachment 1 – Subcontractor's previous experience

19.0 Background Information.

- Has your company received any comments from the Security and Exchange Commission concerning your financial reporting? If so, attach comments and your response.

  CIRCLE ONE: Yes No

- Is your company under investigation by any agency – federal, state, or local government? Provide explanation.

  CIRCLE ONE: Yes No

- Have any banks refused to lend you in the last three years? Have you been turned down for credit from vendors? If yes, please provide explanation.

  CIRCLE ONE: Yes No

- Has a performance bond been called due to your failure to perform? If yes, provide explanation and final resolution.

  CIRCLE ONE: Yes No

- Has your company ever sought protection under any provision of any bankruptcy act or been involuntarily placed in bankruptcy or receivership? If yes, please describe.

  CIRCLE ONE: Yes No

- Have you been debarred or suspended from performing work for the federal government, any state, or local government? If yes, provide explanation.

  CIRCLE ONE: Yes No

- Has any insurance carrier cancelled or refused to renew any of your insurance policies for any type of insurance? If yes, provide explanation.

  CIRCLE ONE: Yes No

- Provide litigation and mediation history for the past 5 years.

- Have you been found liable for breach of contract with respect to previous project within the last 5 years? If yes, provide details.

  CIRCLE ONE: Yes No

20.0 Certification:

By submitting this request for Statements of Qualification, the subcontractor is certifying the following:

- Subcontractor has reviewed the attached Whiting-Turner subcontract and will sign without modification. If subcontractor takes any exception to any language, it should be noted at this time.
- Subcontractor, at the time of submitting the Statement of Qualification, is in possession of the necessary Nevada State Contractor License with the appropriate limits.
- The Subcontractor's failure to follow the requirements of this SOQ may result in disqualification.
- This form has been signed by person authorized to legally bind the subcontractor. Provide letter of authorization if the person is not an officer of the company.

Dated at _____
this _____ day of _____, _____
Name of Organization: _____
Address _____
_____
By _____
Title _____

Signature_____

Subscribed and sworn to before me this _____ day of _____,2009 in the state of _____,County of _____.

_____
Notary Signature

Notary Seal:

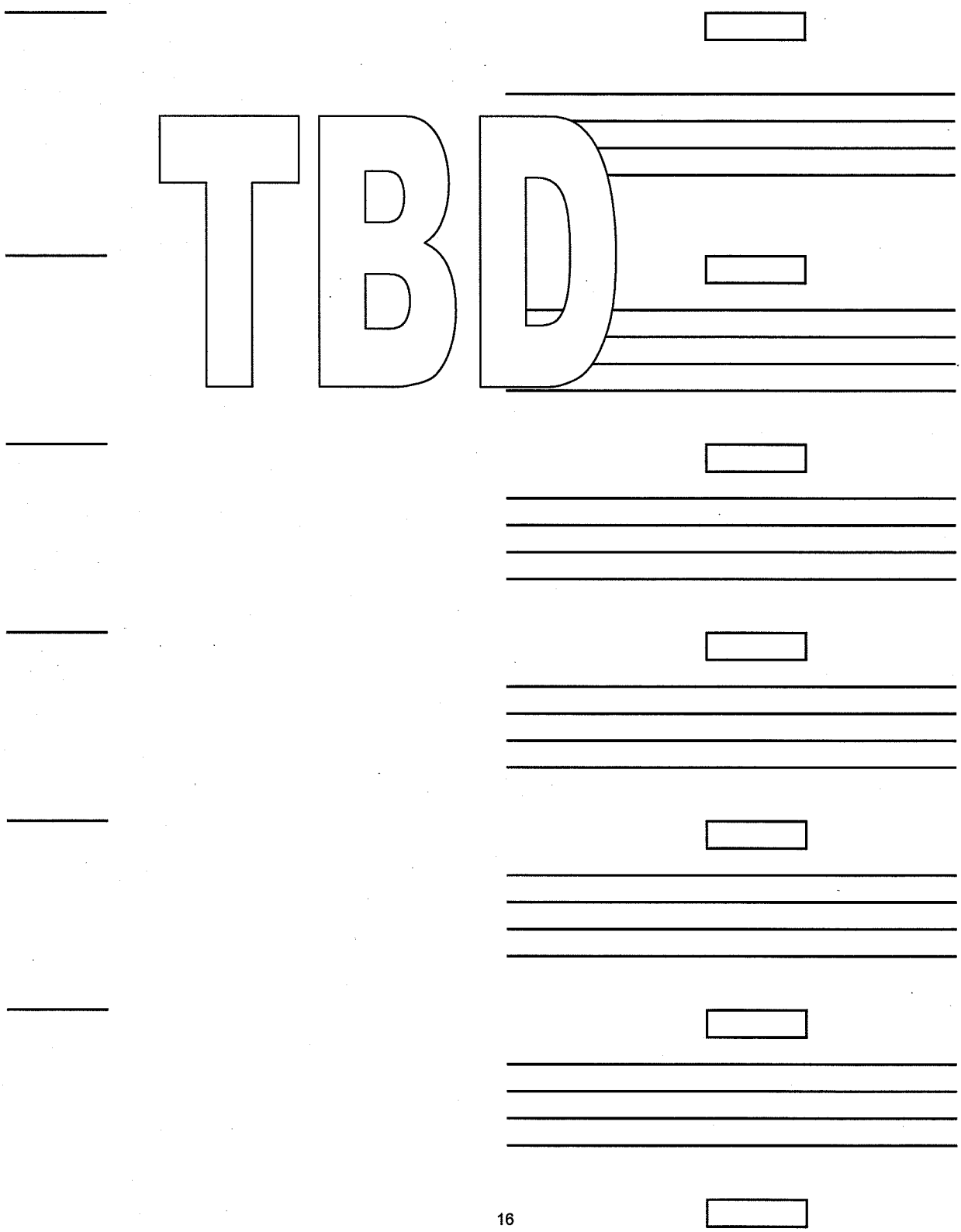
Reaching out to Community Organizations.

The list below are organizations to which we send the informational letter.

Nevada Area Community Organizations							
Organization	Phone	Fax	Contact	Email		Next Meeting	Comments
TBD							

Donald W. Reynolds Discovery Children's Museum
Diversity e-mail Solicitation of Interest list

This is a list of additional sources for outreaching to organizations.
Invitations will be sent to these companies to forward on the opportunity.



SUBCONTRACTOR DIVERSITY REQUIREMENTS

THE WHITING-TURNER CONTRACTING COMPANY

MBE/WBE/DVBE/DBE PARTICIPATION UTILIZATION AFFIDAVIT

The undersigned as contractor does hereby make the following Affidavit.

I acknowledge the commitment for solicitation of Minority Business Enterprise, Women's Business Enterprise, Disabled Veteran Business Enterprise and Disadvantaged Business Enterprise participation for this Contract with The Whiting-Turner Contracting Company for the construction of Donald W. Reynolds Discovery Children's Museum and commit to achieve MBE/WBE/DVBE/DBE participation in the project in accordance with the project requirements.

I furthermore represent that I have actively solicited quotations from qualified minority contractors.

In the solicitation of subcontract quotations or offers, all Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Disabled Veteran Business Enterprise (DVBE) and Disadvantaged Business Enterprise (DBE) subcontractors were provided not less than the same information and amount of time to respond to the solicitations.

The solicitation process was conducted in such a manner so as to otherwise not place MBE/WBE/DVBE/DBE subcontractors at a competitive disadvantage to non- MBE/ WBE/DVBE/DBE subcontractors.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing documents are true and correct to the best of my knowledge, information and belief.

SUBCONTRACTOR: _____

_____

Signature Date

_____

Print/Type Name and Title

_____

Print/Type Name of Firm

_____

Number Street

_____

City State

SUBCONTRACTOR DIVERSITY REQUIREMENTS

THE WHITING-TURNER CONTRACTING COMPANY
DONALD W. REYNOLDS DISCOVERY CHILDREN'S MUSEUM
MBE/WBE/DVBE/DBE PARTICIPATION
STATEMENT OF PARTICIPATION

Name of Contractor: _____

MBE/WBE/DVBE/DBE Subcontractor/Supplier Participation:

Name of Subcontractor/Material Supplier (Identify MBE/WBE/DVBE/DBE in parentheses after name)	Nevada Certificate Number	Expiration Date	Contract Item	Contracted Value of Work	Percent of Total
1.					
2.					
3.					
4.					
5.					
				SUBTOTAL $	

I do solemnly declare and affirm under the penalties of perjury that the content of the foregoing documents are true and correct to the best of my knowledge, information and belief.

CONTRACTOR:

Signature	Date	Print/Type Name and Title	Print/Type Name of Firm

Number	Street	City	State	Zip

SUBCONTRACTOR DIVERSITY REQUIREMENTS

THE WHITING-TURNER CONTRACTING COMPANY
DONALD W. REYNOLDS DISCOVERY CHILDREN'S MUSEUM
MBE/WBE/DVBE/DBE TRADE CONTRACTOR &
CONTRACT ACTIVITIES AFFIDAVIT

Name of Contractor:_____

Contractor's Invoice # _____, for the period from _____ to _____

Payments to Diversity Subcontractors and Suppliers for the above period:

Name of Diversity Firm and type (M/W/DV/D/BE)	Amounts Paid to Diversity Firm This Month	Accumulative Amounts Paid To Diversity Firms To Date
A.	$	$
B.	$	$
C.	$	$
D.	$	$
E.	$_____	$_____
Total Diversity Payments This Month	$_____	Total Accumulative $_____

Diversity Percentage of Total Subcontract $_____

Manhours:

1. Total manhours this month _____.
2. Total Diversity manhours this month _____.

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing documents are true and correct to the best of my knowledge, information and belief.

CONTRACTOR:

_____
Signature Date

_____
Print/Type Name and Title

SUBCONTRACTOR DIVERSITY REQUIREMENTS

THE WHITING-TURNER CONTRACTING COMPANY
DONALD W. REYNOLDS DISCOVERY CHILDREN'S MUSEUM
MINORITY BUSINESS ENTERPRISE/
WOMAN-OWNED BUSINESS ENTERPRISE/
DISABLED VETERAN BUSINESS ENTERPRISE/
DISADVANTAGED BUSINESS ENTERPRISE

STATEMENT OF INTENT

The undersigned MBE / WBE / DVBE / DBE, _____,
(circle one) (name)

agrees to enter into a contract with _____ to
(name of Trade Contractor)

perform the work/services described on the Whiting-Turner

Statement of Participation for the dollar amount indicated, predicated on

Whiting-Turner's execution of a contract with the above written Trade Contractor. The

undersigned MBE / WBE / DVBE / DBE is presently certified.

_____ _____
Diversity Signature Date

_____
Name Typed or Hand Written

_____
Title

_____
Nevada Certificate Number

REQUIREMENT FOR SUBCONTRACTOR BIDDING PROCESS

The Whiting-Turner Contracting Company

COMPLETE A SEPARATE FORM FOR EACH AND EVERY DIVERSITY NAMED IN PART B OR BID WILL BE CONSIDERED NON-RESPONSIVE.

Contract Name and Number_____

Name of Prime Contractor: The Whiting-Turner Contracting Company

Name of MBE/WBE/DVBE/DBE: _____

Diversity Certification Number: _____

Work/Service to be performed by MBE/WBE/DVBE/DBE:

_____

_____

_____

Materials/Supplies to be furnished by MBE/WBE/DVBE/DBE:

_____

_____

_____

Subcontract Amount: $_____ (If this is a requirements contract, the subcontract dollar amount may be omitted.)

The undersigned Prime Contractor and subcontractor agree to enter into a contract for the work/service indicated above for the dollar amount or percentage indicated, subject to the prime contractor's execution of a contract with The Las Vegas Performing Arts Foundation for the above referenced contract number. The undersigned subcontractor is currently certified as an **MBE/WBE/DVBE/DBE.**

_____ _____

Signature of Prime Contractor **(REQUIRED)** Date

_____ _____

Signature of **MBE/WBE/DVBE/DBE (REQUIRED)** Date

WHITING-TURNER

THE FOLLOWING IS A LIST OF MBE/ WBE/ DVBE / DBE FIRMS THAT WE WILL REACH OUT TO.

THIS LIST IS IN PROGRESS AND GETS UPDATED PERIODICALLY.

WHITING-TURNER

MASTER LIST

MBE / WBE / DVBE / DBE

PROJECT: _____

Subcontractor	NAICS #	Description of Work	Address	Contact	Phone #	Fax #	Email	NV Lic #	SBA	Union	Source

WEBSITES

To get updated lists of registered disadvantaged businesses.

Nevada DBE Program

http://nevadadbe.com/dbe-vendors

This is a list of D.B.E. contractors, consultants and suppliers certified by the Nevada Department of Transportation (NDOT) in the Disadvantaged Business Enterprise Program.

VetBiz Registry (a link from sba.gov which is worth exploring)

http://www.vip.vetbiz.gov then "Search for a Business"

The VetBiz Registry is a service of the Department of Veterans Affairs and the Center for Veterans Enterprise.

CCR Central Contractor Registration

http://www.ccr.gov

Central Contractor Registration (CCR) is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores and disseminates data in support of agency acquisition missions.

NAICS --- North American Industry Classification System

http://www.census.gov/eos/www/naics

The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
NAICS was developed under the auspices of the Office of Management and Budget (OMB), and adopted in 1997 to replace the Standard Industrial Classification (SIC) system. It was developed jointly by the U.S. Economic Classification Policy Committee (ECPC), Statistics Canada, and Mexico's Instituto Nacional de Estadistica, Geografia e Informatica, to allow for a high level of comparability in business statistics among the North American countries.

Chambers of Commerce, Nevada

http://www.nevadaweb.com/chambers

This site will give you a list of all the chambers of commerce in Nevada.

Nevada State Contractors Board

http://www.nvcontractorsboard.com

Use this site to double check a subcontractor is licensed in Nevada.

City of Las Vegas
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting

Certifying & Licensing

All participating M/W/DBE's will be required to be certified and licensed in order to assure both compliance with Nevada law as well as in order to be able to measure the success of our Diversity Plan implementation.

The following Certifying and Licensing organization will be deemed acceptable for the purposes of M/W/DBE qualification:

Nevada Department of
Transportation (NDOT)
1263 S. Stewart St.
Carson City, NV 89712
(800) 267-1971

Small Business Association (SBA)
400 S. 4th St. Suite 250
Las Vegas, NV 89101
(702) 388-6611

Nevada Minority Business
Council (NMBC)
1785 E. Sahara, Ste. 360
Las Vegas, NV 89104
(702) 894-4477

Clark County/McCarran Airport
P. O. Box 11005
Las Vegas, NV 89111
(702) 261-5161

Women's Business Enterprise
National Council
1120 Connecticut Avenue, NW, Suite 1000
Washington, DC 20036
(202) 872-5515 ext. 10

State Contractors License Information

NEVADA

State Contractors Board
2310 Corporate Circle, Suite 200
Henderson, NV 89074
(702) 486-1100
Fax: (702) 486-1190 http://www.nscb.state.nv.us

State Contractors Board
9670 Gateway Drive, Ste. 100
Reno, NV 89511
(775) 688-1141
Fax: (775) 688-1271 http://www.nscb.state.nv.us
E-mail: cntractr@govmail.state.nv.us

ADVERTISING CHECKLIST for
Donald W. Reynolds Discovery Children's Museum

Print media to place Solicitation in ad format.

Publication Days	Ad Req. Deadline	Request Sent	Dates Running
TBD			

Other media sources to share Solicitation of Interest.

via e-mail request- Website bulletin boards for the following Organizations: TBD	Request Sent	Dates Running

THE WHITING-TURNER CONTRACTING COMPANY

6720 VIA AUSTI PARKWAY, SUITE 300 LAS VEGAS, NEVADA 89119
ph 702 650-0700 fx 702 650-2650

SAMPLE

Statement of Qualifications

FOREST CITY & THE WHITING-TURNER CONTRACTING CO

REQUESTS SOQ's FROM ALL INTERESTED MINORITY, WOMEN, DISABLED VETERAN BUSINESS ENTERPRISES & DISADVANTED BUSINESS FIRMS TRADES FOR CONSTRUCTION OF

City of Las Vegas City Hall

SOQ's CAN BE OBTAINED FROM WHITING-TURNER. MUST HAVE A NV LICENSE.

LV City Hall
C/O THE WHITING-TURNER
CONTRACTING COMPANY
6720 VIA AUSTI PKWY
STE 300
LAS VEGAS, NV 89119
PHONE 702 650-0700
FAX 702 650-2650

ALL SOQ's NEED TO BE RECEIVED BY May 8, 2009

PUB: April 2009
LV Review-Journal

e-mail to legals@reviewjournal.com

Please run this ad on the following dates:

RJ / Sun --

	M-T	Mar 30 & 31
	M-T	Apr 6 & 7
	M-T	Apr 13 & 14

El Tiempo --

	weeks of	Apr 6 - 10
		Apr 13 - 17

If you have any questions please call me at

TBD or email me at
tbd

Thank you,
TBD

Minority Ad Information Sheet

COMPANY NAME: **Whiting-Turner Contracting Company**

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE / FAX: NV _____

LICENSE #: _____

CONTACT: _____

PROJECT: _____

CONTRACT No.: _____

OWNER: BID _____

DATE: _____ _____

***You** MAY SPECIFY AN EARLIER BID TIME**

WE REQUEST THE PROJECT(S) BE PUBLISHED IN CONSTRUCTION NOTEBOOK:

WEEK OF_____

WEEK OF_____

WEEK OF_____

WEEK OF _____

WEEKLY RATES:

1 Project: $80
2 Projects: $115
3 Projects: $150
4 Projects: $185
5 Projects: $220
6 Projects: $255
7 Projects: $290
8 Projects: $325

Prices effective 1/1/03
Subject to change without notice.

Deadline:

Wednesday NOON for the following week's issue.

Construction Notebook is published / dated on Mondays.

Fax completed form to

702-876-5683

For more information
Contact: Megan Rivituso at 702-876-8660

City of Las Vegas
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting

Subcontractor Qualifications

All subcontractors and suppliers will be required to submit statements of qualification. Statements shall include:

- General Company Information
- Nevada Contractors License, Classification and Limits
- Union Affiliations
- Proof of Insurance
- Bonding Capacity
- Performance History

G.W.C. WHITING
(1883-1974)

WILLARD HACKERMAN
PRESIDENT AND CEO

FOUNDED 1909

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

6720 Via Austi Parkway, Suite 300
Las Vegas, NV 89119
702-650-0700
FAX 702-650-2650
www.whiting-turner.com

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIUSHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS

702-650-0700

(date)

Mr. John Doe
Minority Subcontractor
(street address)
(city / state / zip)

Dear Mr. Doe,

I am pleased to announce that Whiting-Turner has been selected as the Construction Manager by The Las Vegas Performing Arts Center Foundation for the Donald W. Reynolds Discovery Children's Museum project. The project is TBD The project is seeking a LEED (TBD) Certification. Construction will start November 2010.

As always, Whiting-Turner is looking forward to a strong presence of qualified MBE / WBE / DVE/ DBE contractors on the project. All parties interested in bidding items listed in "Bid Package # 1," (see attachment) **MUST** return the attached form(s) no later than (TBD) to be considered. All parties interested in bidding items listed in "Bid Package # 2," (see attachment) **MUST** return the attached form(s) no later than (TBD), to be considered.

Thank you for your help in the construction of the Donald W. Reynolds Discovery Children's Museum project. I look forward to working with you and your organization.

If you have any questions or concerns, please do not hesitate to call.

Very Truly Yours,
THE WHITING-TURNER CONTRACTING COMPANY

Project Manager

City of Las Vegas
The Whiting-Turner Contracting Company
Commitment to Diversity in Contracting

Measuring Success

The success of any plan lies in its implementation and the results it achieves. Whiting-Turner will measure success by identifying, in each pay application, the percentage of the pay application made by qualified and registered M/W/DBE's.

THE WHITING-TURNER CONTRACTING COMPANY
MONTHLY DIVERSITY PARTICIPATION SUMMARY

Application No: _____
Date: _____
Period To: _____
Job Number: 12245

From:_____

MONTHLY DIVERSITY PARTICIPATION

	A	B	C	D	E	F
DIVERSITY Contractor (state diversity certification, M/W/DV/DBE)	Original Contract Value	Net Change Orders to Date	Revised Contract Amount (A+B)	Work Completed this Period	Total Completed to Date	Balance to Complete (C-E)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
TOTALS						

TOTAL DIVERSITY PARTICIPATION

			A	D	E
			Current TC Contract Value with WT	Current Participation under contract (Total C above)	Current DIVERSITY Participation Percentage (D/A*100)

Donald W. Reynolds Discovery Children's Museum

Diversity Program Participation Tracking Log

Updated: TBD

Contract or P.O. #	Contract/PO Date	Trade Contractor/ Supplier Name	Description of Work	Contract/ P.O. Amount	MBE / WBE / DVE/ DBE		Distance to Jobsite	Comments
					Class	Amount		
				35				

EXHIBIT D

Insurance Requirements

EXHIBIT D

INSURANCE REQUIREMENTS

PAC provided Insurance - General

The PAC shall require that GCGMP purchase and continuously maintain the insurance policies in full force and effect for the policy periods pursuant to the provision hereof. GCGMP shall be responsible for payment of premiums for all of the insurance coverage pursuant to the provisions hereof. The GCGMP further agrees that for each claim, suit or action made against insurance provided hereof, with respect to all matters for which GCGMP is responsible, GCGMP shall be solely responsible for all deductibles and self-insured retentions. The insurance required hereunder shall not be interpreted to relieve the PAC of any obligations under the Existing Agreement and Amendment. The PAC shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

During construction of the Museum Project by GCGMP, GCGMP shall, for the purposes of protecting and defending the PAC and City Parties, require GCGMP's subcontractors providing labor and/or materials with regard to such work to either (a) maintain throughout the course of work the insurance coverages and limits required herein through participation as named insureds under any "contractor controlled" or "wrap up" insurance program maintained by GCGMP for the Museum Project, or (b) to obtain and keep in full force and effect at all times throughout the course of work the following insurance, the cost and expense of which shall be borne by such GCGMP and/or Subcontractor. All insurance and requirements in any form or manner is subject to approval and acceptance by the City Parties.

If the GCGMP utilizes umbrella or excess policies to meet limit requirements, these policies must "follow form" and afford no less coverage than the primary policy. If utilized, GCGMP shall waive all rights of recovery, and its insurers also waive all rights of subrogation of damages against the City Parties and the PAC for damages covered by Umbrella or Excess Liability obtained by GCGMP as required by the PAC.

A. Commercial General Liability Insurance. GCGMP shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractor, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the PAC.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately to the Museum Project, or GCGMP may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other project or activity of GCGMP. Any such excess insurance shall be at least as broad as GCGMP's primary insurance.

Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	CMAR
Additional Insured Parties:	PAC and City Parties.

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

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 per occurrence
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	GCGMP
Additional Insured Parties:	PAC and City Parties.* * GCGMP to provide written documentation from Automobile Liability Insurance provider if Insurance provider is unwilling to name City Parties as additional insured parties.

C. **Excess Liability Insurance.** A policy of excess liability coverage with annual limits of not less than Five Million ($5,000,000) on a following form basis excess of the insurance coverage for General Liability and Automobile Liability. The insurance required under this Section may be reached by a combination of following form excess liability and/or umbrella liability policies which coverage shall be layered, with coverage dropping down and being provided by each subsequent layer, as coverage under prior layers is exhausted; provided that such layered coverage shall not result in any coverage gaps, and further provided that such coverage, in combination, meets all of the other applicable requirements set for General Liability and Automobile Liability and complies with all other applicable provisions contained in these Insurance Requirements.

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

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	Statutory
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	GCGMP
Additional Insured Parties:	None.

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

Scope of Coverage:	Non-Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$1,000,000 bodily injury by accident $1,000,000 bodily injury by disease $1,000,000 policy limited
Policy Period:	Annual Policy. Effective for the duration of this Agreement
Name Insured:	GCGMP
Additional Insured Parties:	PAC and City Parties.

F. GCGMP Environmental Impairment Liability Insurance. GCGMP shall provide and maintain Environmental Liability Insurance that covers liability and cleanup costs associated with pollution incidents.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis
Amount of Coverage:	$5,000,000
Policy Period:	Effective until final completion of the Museum Project
Named Insured:	CMAR
Additional Insured Parties	PAC and City Parties.

A separate certificate of insurance evidencing the coverage required herein shall be provided to the PAC and City Parties.

G. Builder's Risk Insurance.
PAC or GCGMP shall provide Builder's Risk Insurance insuring against all risks of loss (including fire, testing, vandalism, malicious mischief, collapse, water, flood and earthquake damage) for 100% of the replacement value of the completed portion of the Museum Project including delay damages or damage to materials stored on or outside the Museum Project, or in transit thereto. PAC or GCGMP shall be responsible for payment of the any deductible.

Scope of Coverage:	Project Specific
Type of Coverage:	Occurrence Basis
Amount of Deductible	$50,000
Amount of Coverage:	Contract Amount
Policy Period:	Effective until final completion of the Museum Project
Named Insured:	PAC and City Parties

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

Certificates of Insurance
GCGMP will deliver to PAC and each additional insured listed above a certificate of insurance with respect to each required policy to be provided by GCGMP herein. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required herein shall be provided to the City Parties if so requested.

Renewal Policies
GCGMP shall promptly deliver to PAC and each additional insured listed above a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to the PAC and each additional insured listed above not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

Cancellation and Modification of Insurance Coverage
Each insurance policy, where the City is named an additional insured, supplied by GCGMP must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to the PAC and each additional insured listed above and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

No Recourse
There shall be no recourse against City Parties for the payment of premiums or other amounts with respect to the insurance required from the GCGMP herein.

Endorsements and Waivers
All insurance policies set forth hereof shall contain or be endorsed to contain the following provisions:

For claims covered by the insurance specified hereof, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that GCGMP has left the Museum Project Site. Any insurance or self-insurance beyond that specified in this Contract that is maintained by an insured, additional insured, or their members, directors, officers, employees and agents shall be in excess of such insurance and shall not contribute with it.

Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty, any action or inaction of a named insured or others, any foreclosure relating to the Museum Project or any change in ownership of all or any portion of the Museum Project

shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees and agents.

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

GCGMP shall also provide a waiver of subrogation for the General Liability, Automobile and Workman's Compensation Policies. This waiver must be given by endorsement.

Failure to Provide or Maintain Insurance Coverage
GCGMP's failure to provide or maintain any of the insurance coverage required herein shall constitute a breach of the License granted by City to PAC pursuant to Section 3.3 of the Amendment. In addition to the remedies that the City may have pursuant to the Agreement, the City may require PAC take whatever action is necessary to maintain the current policies in effect (including the payment of any premiums that may be due and owing by GGCMP) or procure substitute insurance. PAC is responsible for any costs incurred by City Parties in maintaining the current insurance coverage in effect, or providing substitute insurance.

EXHIBIT E

LOA

LEASE AND OPERATING AGREEMENT

THIS LEASE AND OPERATING AGREEMENT (this "**Lease**") is entered into as of _____, 20__ (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, a political subdivision of the State of Nevada ("**Landlord**"), and The Smith Center for the Performing Arts, a Nevada nonprofit corporation ("**Tenant**"). Landlord and Tenant are sometimes collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, Landlord owns certain real property consisting of an approximately 61-acre site located in the Parkway Project in downtown Las Vegas, Clark County, Nevada commonly referred to as Symphony Park depicted on the map attached hereto as Exhibit "A" and incorporated herein by this reference ("**Symphony Park**");

WHEREAS, pursuant to NRS 244A.860 (the "**Act**"), the Board of County Commissioners of Clark County Nevada, a political subdivision of the State of Nevada (the "**County**"), by ordinance has imposed a fee upon the lease of a passenger car by a short-term lessor in the County in the amount of not more than two percent (2%) of the total amount for which the passenger car was leased, excluding any taxes or other fees imposed by a governmental entity (the "**Rental Car Fee**"); and

WHEREAS, the monies received by the County from the Rental Car Fee (the "**Pledged Rental Car Fees**") must be used to pay the costs to acquire, improve, equip, operate and maintain within the County a performing arts center, or to pay the principal of, interest on or other payments due with respect to bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, County (pursuant to the County Bond Law, NRS 244A.011 through 244A.065) and Landlord (pursuant to the Landlord Bond Law, NRS 268.672 through 268.740) are each authorized to acquire, improve, equip, operate and maintain a "building project" as defined in NRS 268.676 and 244A.019, respectively, and it is contemplated by the Parties that such performing arts center authorized to be financed in the County by the Act will be a "building project" as defined in NRS 268.676 and NRS 244A.019; and

WHEREAS, on June 1, 2006, Landlord and County entered into an Amended and Restated Interlocal Agreement Regarding the Distribution of Taxes for a Performing Arts Project (the "**Interlocal Agreement**") whereby County will provide to Landlord the Pledged Rental Car Fees to enable Landlord to use all of the Pledged Rental Car Fees to acquire, improve, equip, operate and maintain such performing arts center within the County, or to pay the principal of, interest on or other payments due with respect to bonds (including the Bonds) issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof, all as set forth in the Interlocal Agreement; and

DRAFT

WHEREAS, Landlord and County intended that Landlord issue notes, bonds or other obligations secured wholly or in part by the Pledged Rental Car Fees pursuant to resolutions and ordinances of Landlord authorizing the issuance thereof (collectively, the "**Bond Ordinance**") in order to fund, in part, the acquisition, establishment, construction or expansion of a performing arts center (which will be located in the County) and otherwise to use all of the Pledged Rental Car Fees distributed to Landlord to pay the costs to acquire, improve, equip, operate and maintain such performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof; and

WHEREAS, pursuant to the Bond Ordinance, Landlord has issued Bonds the proceeds of which have funded in part the design and construction of such performing arts center; and

WHEREAS, Landlord, City Parkway V, Inc. and Tenant entered into that certain Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated November 4, 2009, as amended by that certain Amendment to Third Amended and Restated Agreement to Design, Construct and Lease a Performing Arts Center dated _____, 2010 (as amended, the "**Design and Construction Agreement**") whereby the parties thereto agreed to design and construct a performing arts center, a parking garage and the core and shell of a building intended to be used as a children's museum; and

WHEREAS, the construction of the performing arts center has been completed pursuant to the Design and Construction Agreement and pursuant to the Design and Construction Agreement, the Parties are obligated to enter into this Lease whereby the Landlord shall lease to Tenant, and Tenant shall lease from the Landlord, (i) the Real Property, and (ii) the Primary Theater Improvements; and

WHEREAS, Tenant and Lied Discovery Children's Museum, a Nevada nonprofit corporation ("**LDCM**"), have agreed to enter into the Museum Sublease and, with Landlord, the Museum NDA.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and provisions hereinafter set forth and other good and valuable consideration, it is hereby mutually agreed by and between Landlord and Tenant that the foregoing recitals are true and correct, and further agreed as follows:

AGREEMENT

SECTION 1
DEFINITIONS

1.1 Definitions. As used herein the following terms shall have the following definitions:

"Act" shall have the meaning set forth in the second Recital.

DRAFT

"Activity and Use Limitations" means legal or physical restrictions or limitations, on the use of, or access to, a site or facility, such as institutional or engineering controls and Hazardous Substances monitoring in soil and groundwater, that are intended to reduce or eliminate potential exposure to Hazardous Substances present in the soil or groundwater on or within the Premises, or to prevent activities that could interfere with the effectiveness of a cleanup remedy approved by the Nevada Department of Conservation and Natural Resources, Division of Environmental Protection, or recommended by the Risk Assessment in order to ensure maintenance of a condition for the Premises of no significant risk to public health or the environment.

"Adjustment Date" shall have the meaning set forth in **Section 14.1** herein.

"Alterations" shall have the meaning set forth in **Section 7** herein.

"Applicable Environmental Guidance" means all Applicable Laws, Activity and Use Limitations, Environmental Laws, the Soil and Groundwater Management Plan, and the Risk Assessment. To the extent Applicable Environmental Guidance is in conflict as to any matter affecting human health or the environment, including the extent to which Hazardous Substances in soil or groundwater should be removed or remediated or both to acceptable levels of risk for the Project, the Applicable Environmental Guidance that is most protective of human health and the environment shall be the Applicable Environmental Guidance for purposes of this Lease.

"Applicable Laws" shall have the meaning set forth in **Section 5.1**.

"Bonds" means those bonds issued by Landlord pursuant to the Bond Ordinance the proceeds of which were used in the construction, improvement or equipment of the Primary Theater Improvements or any improvements or appurtenances therefore pursuant to the Design and Construction Agreement, any additional bonds issued by Landlord to finance improvements of, additions to or equipment on the Primary Theater Premises or any other improvements or appurtenances therefore, and any bonds that refund or refinance any bonds described in this definition.

"Bond Ordinance" shall have the meaning set forth in sixth Recital.

"Charge" shall have the meaning set forth in **Section 12**.

"City Contingency Amount" shall have the meaning set forth in the Design and Construction Agreement.

"City Reimbursement Amount" shall have the meaning set forth in **Section 6.3(c)**.

"City Hall Parking Garage" means the parking garage being constructed by Landlord in connection with the development of a new city hall for Landlord which garage will have approximately 720 parking spaces and is located at 500 South Main Street, Las Vegas, Nevada 89106.

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"Commencement Date" shall have the meaning set forth in the first paragraph of this Lease.

"County" shall have the meaning set forth in the second Recital.

"Covered Hazardous Substances" shall have the meaning set forth in **Section 5.4**.

"CPI-U" means the Consumer Price Index for All Urban Consumers, all items (1982-84 = 100), as issued by the U.S. Department of Labor, Bureau of Labor Statistics. If the Department of Labor ceases to issue the CPI-U, Landlord may select a substitute index or measure of cost of living to calculate the appropriate cost of living increase.

"CPI-U Percentage Increase" means the percentage obtained by dividing (a) the difference (but not less than zero) between (i) the CPI-U most recently published prior to the Adjustment Date and (ii) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date by (b) the CPI-U published most recently preceding the date that is twelve (12) months prior to the Adjustment Date.

"Damaged" shall have the meaning set forth in **Section 14.1**.

"Deed" shall have the meaning set forth in **Section 22.1**.

"Default Rate" shall have the meaning set forth in **Section 3.2**.

"Design and Construction Agreement" shall have the meaning set forth in the eighth Recital.

"Environmental Condition" means (a) a Release or threat of a Release of any Hazardous Substances affecting the Premises for which investigation, response, evaluation, treatment, removal, remediation, monitoring, abatement or any type of corrective action is required under any Environmental Laws, (b) any condition or activity at the Premises that is not in compliance with any Environmental Laws, and (c) any condition or activity at the Premises which results in or forms the basis for a claim by any Governmental Authority or citizen or citizen group for compliance, injunctive relief, damages (including, without limitation, natural resources or toxic tort damages), penalties, or removal, response, remedial or other action pursuant to any Environmental Laws and/or a third party seeking damages and/or injunctive relief related to actual or alleged personal injury, medical monitoring, wrongful death and/or property damage.

"Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any Governmental Authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration or reclamation of natural resources, waste management, health, industrial hygiene, safety matters, Environmental Condition or Hazardous Substances.

"Excess Fees" shall have the meaning set forth in **Section 6.3(b)** herein.

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"FEMA" shall have the meaning set forth in **Section 13.1(d)** herein.

"Governmental Authority" or "Governmental Authorities" means the United States of America, the State of Nevada, the City of Las Vegas, the County of Clark, any other community development district and any agency, department, commission, board, bureau, instrumentality or political subdivision (including any county or district) of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises (or any portion thereof).

"Hazardous Substances" means any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products, fuel additives, and any other material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, Release, threatened Release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any Governmental Authority or Environmental Laws; or (c) a basis for liability to any Governmental Authority or third party under any regulatory, statutory or common law theory.

"Initial Parking Facilities" shall have the meaning set forth in **Section 9.1(b)**.

"Initial Parking Term" shall have the meaning set forth in **Section 9.1(d)**.

"Interlocal Agreement" shall have the meaning set forth in the fifth Recital.

"Known Hazardous Substances" means those Hazardous Substances described in the Project Information, including without limitation, petroleum hydrocarbons, metals, volatile organic compounds, semi-volatile organic compounds, and polychlorinated byphenyls.

"Landlord" shall have the meaning set forth in the first paragraph of this Lease.

"Landlord Events of Default" shall have the meaning set forth in **Section 20.1**

"Landlord Parties" shall have the meaning set forth in **Section 15.1(a)**.

"LDCM" shall have the meaning set forth in the tenth Recital.

"Lease" shall have the meaning set forth in the first paragraph of this Lease.

"Lease Term" shall have the meaning set forth in **Section 2.2** hereof.

"Losses" shall have the meaning set forth in **Section 15.1(a)**.

"Major Damage" shall have the meaning set forth in **Section 14.2(a)**.

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"Minor Alterations" means (a) all nonstructural Alterations other than any single nonstructural Alteration which costs in excess of $1,000,000, which amount shall be increased by the applicable CPI-U Percentage on the Adjustment Date, and (b) any alterations, additions, or improvements to the Museum Premises.

"Minor Damage" shall have the meaning set forth in **Section 14.1**.

"Museum Improvements" means the buildings and other improvements constructed now or hereafter on the Museum Site and the fixtures located therein and thereon.

"Museum NDA" means that certain Nondisturbance and Attornment Agreement" dated _____, 20__ by and between Landlord and LDCM, whereby Landlord and LDCM agree that, in the event this Lease terminates with respect to the Museum Site, Landlord will not disturb LDCM's possession of the premises under the Museum Sublease so long as LDCM is not in default of the Museum Sublease, and LDCM agrees to attorn to Landlord as its landlord.

"Museum Permitted Use" means any use permitted by applicable laws.

"Museum Premises" means the Museum Site together with the Museum Improvements.

"Museum Site" means that portion of the Real Property as described and depicted on Exhibit "B" as such.

"Museum Sublease" means that certain Sublease dated _____, 20__ entered into between Tenant and LDCM, whereby Tenant subleases a portion of the Museum Improvements, and the Museum Site, as applicable, to LDCM.

"NRS" means the Nevada Revised Statutes as in effect from time to time.

"Operating Budget" shall have the meaning set forth in **Section 6.4**.

"Parking Facilities" shall have the meaning set forth in **Section 9.1(a)**.

"Parking Property" shall have the meaning set forth in **Section 9.1(a)**.

"Parties" shall have the meaning set forth in the first paragraph of this Lease.

"Pledged Rental Car Fees" shall have the meaning set forth in the third Recital.

"Premises" means (i) the Real Property, (ii) the Primary Theater Improvements and any and all personal property owned by Landlord and used in connection with the operation of such Primary Theater Improvements, and (iii) all singular appurtenances, rights, privileges, and easements thereunto appertaining to the Real Property.

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"Primary Theater Improvements" means the buildings and other improvements constructed now or hereafter on the Primary Theater Site and the fixtures located therein and thereon.

"Primary Theater Permitted Use" means the operation by a not-for-profit entity qualifying pursuant to Section 501(c)(3) of the Tax Code of a performing arts center and operations reasonably related thereto, including, without limitation, retail and office purposes, provided, however that in no event shall any use of the Primary Theater Premises exceed the Private Use Limitation.

"Primary Theater Premises" means the Primary Theater Site together with the Primary Theater Improvements.

"Primary Theater Site" means that portion of the Real Property as described and depicted on Exhibit "B" as such.

"Private Use Limitation" means that no more than nine percent (9%) of the value of the space in the Primary Theater Improvements which has been financed with the Bonds can be used by entities other than (a) not-for-profit entities qualifying pursuant to Section 501(c)(3) of the Tax Code in activities that are not unrelated trades or businesses for those entities determined by applying Section 513 of the Tax Code, and (b) state and local governments.

"Project Information" means those disclosures and all studies, reports and other information set forth in "**Exhibit D**" to the Design and Construction Agreement.

"Real Property" means the real property as described and depicted on Exhibit "B" attached hereto as such and comprised of the Primary Theater Site and the Museum Site.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances into the environment, including the abandonment, discarding, burying or disposal of barrels, tanks, containers and other receptacles containing any Hazardous Substances but does not mean any subsurface passive migration or leaching of any Hazardous Substances existing on the Premises as of the Commencement Date.

"Rent" shall have the meaning set forth in **Section 3.1**.

"Rental Car Fee" shall have the meaning set forth in the second Recital.

"Repair" shall have the meaning set forth in **Section 14.1**.

"Restoration Conditions" shall have the meaning set forth in **Section 14.2(b)**.

"Risk Assessment" means the risk assessment prepared pursuant to "**Exhibit B**" (Project Environmental Management) to the Design and Construction Agreement.

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"Soil and Groundwater Management Plan" means the soil and groundwater management plan prepared and approved pursuant to "**Exhibit B**" (Project Environmental Management) to the Design and Construction Agreement.

"Substitute Parking Facilities" shall have the meaning set forth in **Section 9.1(e)**.

"Symphony Park" shall have the meaning set forth in the first Recital.

"Symphony Park Charter" means that certain Community Charter for Symphony Park recorded with the Clark County Recorder as Instrument Number: 200912160000606 as amended or restated from time to time.

"Symphony Park Master Association" shall mean the association formed pursuant to the Symphony Park Charter for the purpose of owning, managing, and maintaining all common area improvements in Symphony Park, governing various issues within Symphony Park and for developing rules and regulations created in connection therewith or in any way relating thereto.

"Tax Code" shall have the meaning set forth in **Section 5.2**.

"Tenant" shall have the meaning set forth in the first paragraph of this Lease.

"Tenant Events of Default" shall have the meaning set forth in **Section 19.1.1**.

"Tenant Indemnified Parties" shall have the meaning set forth in **Section 15.3**.

"Tenant Parties" shall have the meaning set forth in **Section 9.1**.

"Tenant's Property" shall have the meaning set forth in **Section 4.3**.

"Transfer Documents" shall have the meaning set forth in **Section 22.1**.

SECTION 2
DEMISE OF PREMISES AND TERM

2.1 Demise. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, to have and to hold the Premises during the Lease Term and subject to the terms and conditions herein contained.

2.2 Term. This Lease shall be effective and the term of the Lease (the "**Lease Term**") shall commence on the Commencement Date and continue until 11:59 p.m. on the day before the ninety-ninth (99th) anniversary of the Commencement Date unless earlier terminated in accordance with the terms hereof.

2.3 Holding Over. Should Tenant hold possession of the Premises after the expiration or earlier termination of the Lease Term, such holding over shall create a tenancy from month to month only, upon the same terms and conditions set forth herein.

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2.4 Ownership.

(a) The Parties agree that, except as may be transferred pursuant to Section 22 below, the Real Property and the Primary Theater Improvements are owned by Landlord, and Tenant has no right, title or interest in the Real Property and the Primary Theater Improvements other than the leasehold interest in the same created by this Lease.

(b) The Parties further agree that the Museum Improvements are owned by Tenant, and Landlord has no right, title or interest in the Museum Improvements.

SECTION 3
RENT

3.1 Rent. Tenant shall pay to Landlord annual rent for the Premises in the amount of One Dollar ($1.00), payable on the Commencement Date and thereafter on each anniversary of the Commencement Date during the Lease Term (the "**Rent**"). Tenant hereby covenants and agrees to pay Rent to Landlord as provided herein, without prior demand, deduction or set-off whatsoever, in lawful money of the United States of America at such place or places as may from time to time be designated in writing by Landlord.

3.2 Default Rate. If Tenant fails to pay, when due and payable, any Rent or any other amounts or charges to be paid by Tenant to Landlord hereunder within ten (10) days after written notice from Landlord that the amount is past due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to the prime rate of interest last ascertained by the Commissioner of Financial Institutions of the State of Nevada pursuant to NRS 99.040, plus five (5) percentage points (the "**Default Rate**"). Additionally, if Landlord fails to pay, when due and payable, any amounts or charges to be paid by Landlord hereunder within ten (10) days after written notice from Tenant that the amount is past due, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the Default Rate.

3.3 Triple Net Lease. Tenant hereby acknowledges that this Lease is intended to be a fully net lease and that all costs related to the ownership, operation and maintenance of the Premises shall be borne and paid exclusively by Tenant, including all utilities, taxes, assessments (including those levied by the Symphony Park Master Association so long as they are on a reduced fee structure for nonprofit organizations), insurance, repairs, restoration and maintenance with respect to the Premises; provided, however, that Tenant shall not be responsible for the maintenance or repair of Symphony Park or any portion thereof (other than the Premises) and shall not be required to reimburse Landlord for any costs incurred by Landlord in its maintenance and repair thereof.

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SECTION 4
CONDITION OF PREMISES AND SURRENDER

4.1 Condition of Premises; Completion of Duties under Design and Construction Agreement.

(a) Tenant agrees and acknowledges that it has been involved in all aspects of the design and construction of the Primary Theater Improvements and the Museum Improvements. In connection therewith, Tenant agrees as follows: (i) Tenant is fully aware of the physical condition of the Premises and accepts the Premises "as-is", (ii) except for the representations and warranties set forth herein, Tenant is not relying on representations or warranties made by Landlord or Landlord's agents, if any, (iii) Tenant is aware of the presence of certain Hazardous Substances on the Real Property and accepts the Real Property subject to the existence of such Hazardous Substances, (iv) Landlord shall not be liable to Tenant, in any event whatsoever, to correct any latent or patent defects in the Premises, and (v) any and all information provided by Landlord to Tenant, including, without limitation, those studies, reports, and other documents relating to Hazardous Substances in soil and groundwater within and without the Real Property, have been delivered without representation or warranty.

(b) Tenant and Landlord both mutually acknowledge and agree that both Parties have performed their respective obligations under the Design and Construction Agreement and that by entering into this Lease they have no further obligations under the Design and Construction Agreement except (i) to the extent as may be provided in a separate instrument signed by both Tenant and Landlord and (ii) for those obligations which survive pursuant to the terms of the Design and Construction Agreement.

4.2 Design/Contractor Warranties. Tenant agrees that Landlord shall have no responsibility or obligation whatsoever in connection with the condition of the Premises at any time, including any problems or defects (whether patent or latent) related to the design and construction of the Primary Theater Improvements or the Museum Improvements. Landlord hereby assigns to Tenant any of Landlord's rights or warranties under the Design and Construction Agreement and any other design or construction contracts or otherwise related to the design and construction of the Primary Theater Improvements to cause the correction or repair of any problems or defects related to the design and construction of the Primary Theater Improvements. Tenant agrees at its sole cost and expense to diligently pursue any such rights or warranties pursuant to such design and construction contracts and other design and construction contracts in which Tenant is a party in order to correct or repair any such problems or defects related to the design and/or construction of the Primary Theater Improvements or the Museum Improvements.

4.3 Surrender of the Premises. Upon the expiration or earlier termination of this Lease unless the Premises have been transferred to Tenant pursuant to **Section 22**, Tenant shall, at its sole cost and expense, within fifteen (15) days after receipt of written notice, remove all personal property and trade fixtures which Tenant has installed or placed in or on the Premises (all of which are hereinafter collectively referred to as "**Tenant's Property**"), from the Premises

and repair all damage thereto resulting from such removal and Tenant shall thereupon surrender the Premises. Tenant shall also provide to Landlord such customary deeds and other instruments reasonably requested by Landlord in connection with the surrender of the Premises. In the event Tenant shall fail to remove any of Tenant's Property, Landlord shall retain such Tenant's Property without any payment or offset therefore.

SECTION 5
USE OF PREMISES

5.1 Purpose; Comply with Laws. Tenant may use and occupy the Museum Site for the Museum Permitted Use, and the Primary Theater Site for the Primary Theater Permitted Use, only and no other use whatsoever. Tenant shall, at all times during the Lease Term, comply with all federal, state and local governmental rules, policies, permits, authorizations, regulations, ordinances, codes, statutes and laws, now or hereafter in effect pertaining to the Premises or any party's use thereof (collectively, the "**Applicable Laws**").

5.2 Tax Covenant. Tenant and Landlord acknowledge that the Bonds have been issued as tax-exempt Bonds under the provisions of the Internal Revenue Code of 1986, as amended (the "**Tax Code**"). Landlord and Tenant agree that they will not take any action or omit to take any action with respect to the Bonds, the proceeds thereof, or the Primary Theater Improvements financed with the proceeds of the Bonds (including, without limitation, exceeding the Private Use Limitation) if the act or omission (i) would cause interest on the Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Tax Code, or (ii) would cause interest on the Bonds to lose its exclusion from alternative minimum taxable income as defined in Section 55(b)(2) of the Tax Code, except to the extent such interest is required to be included in the adjusted earnings adjustment applicable to corporations under Section 56 of the Tax Code, in calculating corporate alternative minimum taxable income.

5.3 Environmental Conditions.

5.3.1 No Hazardous Substances. Tenant shall not have any liability whatsoever under this Lease to Landlord for any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to or as of the Commencement Date. After the Commencement Date, Tenant shall not use the Premises, or permit any entity or person to use the Premises, for the generation, storage, manufacture, production, releasing, discharge, or disposal or any Hazardous Substances; provided, however, Tenant shall be permitted to store, use and dispose of Hazardous Substances (a) to the extent packaged and contained in cleaning or office products for use in quantities for ordinary day-to-day use, and (b) to the extent customarily used in performing art centers and children's museums with regards to the performances and/or exhibits located or held therein from time to time. If Tenant knows, or has reasonable cause to believe, that Hazardous Substances have come to be located in, on, under or about the Premises during the Lease Term, other than Known Hazardous Substances affecting the Premises, Tenant shall promptly give Landlord written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, license,

claim, action, or proceeding given to, or received from, any Governmental Authority or private party concerning the presence, spill, release, discharge of, or exposure to, Hazardous Substances, including, but not limited to, all such documents as may be involved in any reportable use involving the Premises during the Lease Term. If any Hazardous Substances, other than Known Hazardous Substances, are present in or about the Premises during the Lease Term, Landlord shall have the right upon twenty-four (24) hour advance written notice to Tenant to engage a consultant to inspect the Premises and to review Tenant's use of Hazardous Substances and all of Tenant's practices with respect to its use of such Hazardous Substances. Tenant shall cooperate in all respects with such inspections and reviews. All reasonable costs of such consultants shall be reimbursed to Landlord within fifteen (15) days of written demand therefor by Landlord. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this **Section 5.3**, unless specifically so provided in such agreement.

5.3.2 Compliance with Applicable Environmental Guidance. Tenant, at Tenant's sole cost and expense, shall at all times during the Lease Term substantially comply with Applicable Environmental Guidance. Such costs and expenses include, but are not limited to, all costs and expenses for ongoing diversion, treatment, and disposal of groundwater, Risk Assessment compliance, monitoring of Known Hazardous Substances, and maintenance of any Activity and Use Limitations.

5.4 Environmental Indemnity. Tenant shall have no indemnification obligation in connection with any Hazardous Substances generated, stored, manufactured, produced, released, spilled, present, located, discharged or disposed of on, under, beneath, or within the soil, subsurface, surface water, or ground water of the Premises prior to or as of the Commencement Date. Tenant shall indemnify, protect, defend and hold Landlord, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or otherwise involving: (a) Tenant's failure to use or occupy the Premises in a manner consistent with Applicable Environmental Guidance; or (b) any Hazardous Substances brought onto the Premises by or for Tenant or by anyone under Tenant's control after the Commencement Date and during the Lease Term ("**Covered Hazardous Substances**"). Tenant's indemnification obligations under this **Section 5.4** shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant during the Lease Term, and the cost of investigation (including reasonable consultants' and attorneys' fees and testing), removal, remediation and/or abatement of any Covered Hazardous Substances. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this **Section 5.4**, unless specifically so provided in such agreement. Tenant's indemnity obligations provided in this **Section 5.4** shall include, without in any way limiting, the foregoing:

(i) All reasonable costs, expenses and attorneys' fees incurred or sustained by any party in making any investigation on account of any claim, demand, loss, liability, cost, charge, suit, order, judgment or adjudication, in prosecuting or defending any action brought in

connection therewith, in obtaining or seeking to obtain a release therefrom and in enforcing any of the agreements herein contained;

(ii) Liability for required costs and expenses of abatement, correction or clean-up, fines, damages, response costs or penalties pursuant to the provisions of any Applicable Laws including Environmental Laws; and

(iii) Liability for personal injury or Premises damage arising under any statutory or common-law tort theory, including, without limitation, damages assessed for the maintenance of a public or private nuisance, or for the carrying on of an abnormally dangerous activity, and response costs.

Tenant's indemnity in this **Section 5.4** shall survive termination of this Lease and shall be in addition to and does not supersede the indemnity of Landlord by Tenant in Section 6B of "**Exhibit B**" to the Design and Construction Agreement (the "**Section 6B Design Agreement Indemnity**"), which Section 6B Design Agreement Indemnity shall expressly survive the execution and termination of this Lease.

5.5 Inspection. Landlord or its agents, employees or contractors may enter the Premises during normal business hours after twenty-four (24) hours prior written notice to Tenant, and in the case of the Museum Site, any subtenant (except, in the case of emergency no such notice will be required), to examine the Premises to determine compliance with the terms of this Lease.

5.6 Landlord Use. Landlord shall have the right to use the Primary Theater Premises from time to time for events in connection with Landlord's municipal function or as otherwise desired by Landlord provided that each use of the Primary Theater Premises by Landlord (i) shall not interfere with any scheduled events at the Premises, (ii) shall be at the sole cost and expense of Landlord, including, without limitation, the reimbursement of Tenant's cost relating to such use and (iii) that Landlord shall coordinate such use of the Primary Theater Premises with Tenant including providing reasonable advance notice thereof. Landlord and Tenant agree that they will attempt to schedule Landlord's use of the Primary Theater Premises annually in connection with Landlord's review of the Operating Budget.

SECTION 6
ADDITIONAL COVENANTS OF LANDLORD AND TENANT

6.1 No New Encumbrances. Landlord shall not, without Tenant's prior approval, which approval shall not be unreasonably withheld, cause or permit the Premises to become subject to any liens or encumbrances in addition to those recorded against the Premises as of the Commencement Date. Tenant shall not, without Landlord's prior written approval, which approval shall not be unreasonably withheld, cause or permit the Premises to become subject to any liens or encumbrances in addition to those recorded against the Premises as of the Commencement Date, except as otherwise provided or permitted herein.

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6.2 Operating Endowment. Tenant has received a gift from the Reynolds Foundation of an endowment in the amount of $45,000,000, the earnings of which shall be used for the operation and maintenance of the Primary Theater Premises. Tenant agrees to comply with all the terms and conditions of the endowment and to use the earnings thereon solely in connection with the operation and maintenance of the Primary Theater Premises. Tenant agrees not to materially change the permitted uses of the Operating Endowment without the written consent of the Landlord.

6.3 Compliance with Budget Law and Excess Fees.

(a) All of the Landlord's financial obligations under this Lease are subject to the governing body of Landlord lawfully making an appropriation to pay the amount needed to fulfill such obligations and are binding upon Landlord only to the extent such an appropriation is made. Nothing contained in this Lease obligates Landlord to make any such appropriation.

(b) Landlord agrees that any Pledged Rental Car Fees received by Landlord in excess of what is determined by Landlord to be needed to pay annual debt service on the Bonds (the "**Excess Fees**") shall be used only as permitted by NRS 244A.860(3) and the Interlocal Agreement. Landlord agrees that, subject to paragraph (a) immediately next above, Landlord's manager shall, in the budget presented to the governing body of Landlord for each of Landlord's fiscal years, show (i) any Excess Fees as being used for the purposes permitted by NRS 244A.860(3) and the Interlocal Agreement that are set forth in the Operating Budget and (ii) any other obligations of Landlord under this Lease which have a fiscal requirement on Landlord.

(c) Landlord shall pay Tenant any Excess Fees on a quarterly basis. Tenant agrees that any Excess Fees it receives from Landlord will be used first to pay all amounts necessary to satisfy all of Tenant's obligations under Tenant's credit facility. After Tenant's credit facility has been fully repaid, Tenant agrees that any additional Excess Fees it receives from Landlord will be used to pay to Landlord the sum of Twenty Million Dollars ($20,000,000) plus the amount of the City Contingency Amount to the extent actually expended and used pursuant to Section 6.2(b) and Section 6.2(c) of the Design and Construction Agreement (provided such amount shall not exceed Five Million Dollars ($5,000,000) in any event) (the "City Reimbursement Amount") as reimbursement for funds that Landlord contributed for the construction of the Primary Theater Improvements on Tenant's behalf; provided, however, that Tenant shall not have to pay to City the City Reimbursement Amount to the extent that City has refinanced the Bonds and in connection therewith has been reimbursed for the City Reimbursement Amount of portion thereof. Thereafter, Tenant shall be free to use the Excess Fees for the purposes permitted by NRS 244A.860(3) and the Interlocal Agreement.

6.4 Annual Operating Budget. Tenant agrees that no later than February 1 of each year Tenant shall submit to Landlord an operating budget for the performing arts center for the twelve (12) month period commencing on the next July 1 (the "**Operating Budget**") showing in detail reasonably acceptable to Landlord, Tenant's projected operating costs and revenues for such calendar year. Such budget shall set forth the amount of Excess Fees Tenant projects to use during such twelve (12) month period.

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6.5 Interlocal Agreement. Pursuant to NRS Section 244A.860 and the Interlocal Agreement, Landlord assumed all responsibility for the acquisition, design, construction, improvement, equipment, operation and maintenance of the performing arts center and agreed to use the Pledged Rental Car Fees to pay the costs incurred for the acquisition, development, construction, operation and maintenance the performing arts center, or to pay the principal of, interest on or other payments due with respect to the Bonds and other bonds issued to pay such costs, including bonds issued to refund bonds issued to pay such costs, or any combination thereof. Pursuant to NRS Section 244A.860 and subject to and in accordance with the terms of this Lease, Landlord hereby delegates to Tenant, and Tenant hereby assumes from Landlord all responsibility for the design, equipment, operation and maintenance of the performing arts center and PAC agrees to use the Pledged Rental Car Fees that it receives from Landlord to pay the costs associated with such obligations.

SECTION 7
ALTERATIONS

Except for Minor Alterations, Tenant shall not make any alterations, additions, or improvements to the Premises (collectively "**Alterations**") including, without limitation, any Alterations to the exterior of the Premises (including signage) without Landlord's prior written consent, which shall not be unreasonably withheld or conditioned. Tenant shall deliver to Landlord, for Landlord's approval, which approval shall not be unreasonably withheld, prior to bidding (to the extent bidding is required for such Alterations) any construction of the Alterations (except for Minor Alterations), a complete set of plans and specifications for the proposed Alterations (except for Minor Alterations), copies of contracts with general contractors, evidence of contractor's insurance and bonds, and all then necessary permits for such construction, to the extent each is completed and available at such time. Except for Minor Alterations, Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any Alterations constructed in violation of this **Section 7** promptly following Landlord's written demand therefore. All Alterations will be accomplished in a good and workmanlike manner, in conformity with all Applicable Laws, and by a contractor approved by Landlord which approval shall not be unreasonably withheld, provided that Landlord's approval of the contractor shall not be required for Minor Alterations. Landlord's approval of the plans, specifications and working drawings for any Alterations shall create no responsibility or liability on the part of Landlord for their completeness, design, sufficiency, or compliance with all Applicable Laws. Except for Minor Alterations, upon completion of any such work, Tenant shall provide Landlord with "as built" plans, CADD drawings, copies of all construction contracts, and proof of payment for all labor and materials. All Alterations, including Minor Alterations, shall be made in compliance with and in accordance with NRS Chapter 338, to the extent applicable.

SECTION 8
UTILITIES

Landlord and Tenant acknowledge that this Lease is intended to be a fully net lease and that Tenant shall be responsible for all repairs required to the Premises and for the provision of

all utilities at the Premises, including, but not limited to, water, sewage, trash removal, waste disposal, janitorial, electricity, telephone, security, and cleaning of the Premises, together with any taxes thereon. Tenant shall contract with and pay, directly to the appropriate supplier, the cost of all utilities and services supplied to the Premises.

SECTION 9
PARKING FACILITIES AND COMMON AREAS

9.1 Parking.

(a) At all times during the Lease Term, Landlord shall provide to Tenant, and to its agents, employees, servants, contractors, tenants, licensees, customers, and business invitees (collectively, the "**Tenant Parties**"), the use of 1,200 parking spaces in Symphony Park or other location or locations adjacent to Symphony Park mutually agreeable to Landlord and Tenant (the "**Parking Facilities**"). At all times during the Lease Term when Landlord or one of its affiliates owns the real property on which the Parking Facilities are located (collectively, the "**Parking Property**"), or any portion thereof, such Parking Facilities, or applicable portion thereof, (i) shall be for the use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events; and (ii) may be used by Tenant and the Tenant Parties in a nonexclusive manner at all other times while the Parking Facilities are open. At all times during the Lease Term when Landlord or one of its affiliates does not own the Parking Property, or any portion thereof, such Parking Facilities, or applicable portion thereof, shall be for the nonexclusive use of Tenant and the Tenant Parties on weekends and after business hours on weekdays only during events. Notwithstanding anything herein to the contrary, concurrent with the execution of this Lease, Landlord and Tenant shall enter into a parking license agreement, in form and substance reasonably acceptable to Landlord and Tenant, whereby Landlord grants Tenant and the Tenant Parties the exclusive right to use the Parking Facilities, however they may be comprised in light of bonding requirements, on weekends and after business hours on weekdays only during events. The Parking Facilities will be subject to reasonable rules and regulations as Landlord or private parking garage owners, as applicable, may from time to time impose and copies of which are provided to Tenant. At all times during the Lease Term, Landlord shall use commercially reasonable efforts to provide the Parking Facilities in a location which is reasonably close in proximity to the front door of the performing arts center.

(b) Landlord intends to initially provide the Parking Facilities to Tenant as follows (collectively, the "**Initial Parking Facilities**"):

(i) The Parties agree that the Museum Improvements include an approximately 300 space parking garage which shall be for the use of Tenant and LDCM and their respective agents, employees, servants, contractors, tenants, licensees, customers, and business invitees, and 100 parking spaces in such garage shall be credited against the Initial Parking Facilities;

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(ii) The Parties further agree that 300 parking spaces of the approximately 720 parking spaces being constructed by the City in the City Hall Parking Garage shall be credited against the Initial Parking Facilities; provided, however, that such 300 parking spaces in the City Hall Parking Garage shall not constitute Initial Parking Facilities hereunder until such time as, and only for such period as, pedestrian access reasonably acceptable to Tenant connecting the City Hall Parking Garage to Symphony Park is open to the public; and

(iii) The remainder of the Initial Parking Facilities (800 parking spaces) will be provided within Symphony Park and/or other location or locations adjacent to Symphony Park, in each case, which are mutually agreeable to Landlord and Tenant.

(c) At all times during the Lease Term and during which Landlord or one of its affiliates owns the Parking Property, or any portion thereof, Landlord (A) shall keep and maintain in good order, condition and repair such Parking Facilities; and (B) may, at the City's discretion, manage, or utilize the services of, a parking management company to manage, such Parking Facilities located thereon to ensure and enforce the exclusive parking rights granted to Tenant and the Tenant Parties hereby.

(d) During the first five (5) years following the Commencement Date ("**Initial Parking Term**"), Landlord shall provide the Parking Facilities to Tenant and the Tenant Parties at no charge to the Tenant or the Tenant Parties, provided that Tenant does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. At the end of the Initial Parking Term, Landlord agrees to consider a request from Tenant in its Operating Budget for Landlord to continue to provide the Parking Facilities free of charge for another five (5) year period provided that Tenant again does not charge any of the Tenant Parties a fee or charge to use the Parking Facilities. Following expiration of the Initial Parking Term and in the event that Landlord does not agree to continue to provide the Parking Facilities free of charge, Landlord shall be permitted to charge a fee to the Tenant Parties for use of the Parking Facilities, provided that such charge shall not exceed the reasonable going market rate for parking in downtown Las Vegas, Nevada.

(e) Tenant acknowledges and agrees that Landlord is developing, or causing to be developed, Symphony Park for other commercial, residential, and entertainment uses. Tenant hereby agrees that as construction on Symphony Park progresses that Landlord shall have the right to relocate the Parking Facilities to locations on Symphony Park other than the location identified as the Initial Parking Facilities ("**Substitute Parking Facilities**") so long as the requirements and conditions set forth in subsections (a) and (b) above are satisfied. Landlord agrees to give Tenant no less than ninety (90) days notice prior to any relocation of any Parking Facilities to Substitute Parking Facilities. Tenant acknowledges that the Substitute Parking Facilities may be in the form of surface parking, parking in a structured garage, or a combination thereof. Landlord shall use commercially reasonable efforts to provide the Substitute Parking Facilities at a location which is reasonably close in proximity to the front door of the performing arts center. Tenant agrees that such relocation may require Landlord to charge a fee to Tenant for use of the Substitute Parking Facilities, subject to the terms specified in subsection (b) above.

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(f) In the event that Landlord desires to convey or lease the Parking Property, any portion thereof, or any real property on which Landlord intends that the Parking Facilities, or any portion thereof, be located, to a party other than one of Landlord's affiliates, Landlord agrees that such real property will be conveyed or leased, as applicable, subject to a covenant running with such real property requiring the transferee or tenant thereof, as applicable, to provide Tenant and the Tenant Parties with the Parking Facilities and otherwise comply with the terms and provisions of this **Section 9** hereof.

9.2 Access to Parking Facilities. Landlord hereby grants to Tenant and the Tenant Parties a non-exclusive irrevocable license, at no cost or expense to Tenant or any Tenant Party, to traverse Symphony Park in order to drive in, through and out of the Parking Facilities to and from any public street. Additionally, Landlord shall cause the Symphony Park Master Association and/or other applicable property owners to grant to Tenant and the Tenant Parties a non-exclusive irrevocable license, at no cost or expense to Tenant or any Tenant Party, to traverse Symphony Park in order to travel between the Premises and the Parking Facilities along sidewalks and pathways.

SECTION 10
TAXES

10.1 Real Property Taxes and Assessments. Tenant shall pay or cause to be paid all taxes and assessments as they come due which (a) are or may become a lien on the Premises or which are assessed against or imposed upon the Premises or (b) are charged against trade fixtures, utility installations, furnishings, equipment or any other personal property belonging to Tenant. Tenant shall furnish Landlord with receipts (or if receipts are not immediately available, with copies of canceled checks evidencing payment with receipts to follow promptly after they become available) showing payment of such taxes and assessments at least fifteen (15) days following Landlord's request therefor. Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any asserted tax or assessment so long as (i) such contest is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the tax and that nonpayment of such tax or assessment will not result in the sale, loss, forfeiture or diminution of the Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the taxes, assessments, interest, costs and penalties shall be paid prior to the date any writ or order is issued under which the Premises may be sold, lost or forfeited.

10.2 Taxes Related to Tenant Activities. Tenant shall pay when due any and all taxes, assessments or fees for which Tenant is liable and which arise directly or indirectly from Tenant's activities on the Premises. Within ten (10) business days of written demand from Landlord, Tenant shall furnish Landlord evidence satisfactory to Landlord of the timely payment of any such tax, assessment or fee.

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10.3 Landlord Receives Statement or Bill. Whenever Landlord shall receive any statement or bill for any tax, payable in whole or in part by Tenant, or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) business days after written demand therefor accompanied by delivery to Tenant of a copy of such tax statement.

SECTION 11
MAINTENANCE AND REPAIRS

11.1 No Landlord Repairs. Landlord shall have no responsibility or liability for failure to supply any services or maintenance or to make any repairs on the Premises. Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by or in connection with the Premises, or any appurtenances thereto, being out of repair or by bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any act or neglect of any occupant of the Premises, or of any other person other than those caused by Landlord or any Landlord Party.

11.2 Tenant Repairs.

(a) Tenant shall keep and maintain in good order, condition and repair (including, without limitation, any such replacement and restoration as is required for that purpose) the Premises, every part thereof and any and all appurtenances thereto wherever located, including, without limitation, all repairs and replacements, structural and nonstructural, foreseen and unforeseen, which are necessary to maintain and preserve the Premises in good condition and operation. All repairs shall be made in accordance with all Applicable Laws, including NRS Chapter 338 to the extent applicable, promptly, efficiently, and in a good workmanlike manner. Tenant agrees to provide Landlord a schedule of regular maintenance and repair that Tenant shall undertake in connection with the Premises. Landlord shall have the right to conduct an annual inspection of the Premises to determine Tenant's compliance with this **Section 11.2** and Tenant agrees to cooperate in such annual inspection.

(b) If Tenant fails to maintain or repair the Premises as required by this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant (provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice), then Landlord may, without declaring Tenant in default of this Lease and upon ten (10) days prior notice to Tenant, and if for the Museum Site, notice to any subtenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs incurred in performing such maintenance or repair, including twenty percent (20%) of such costs for Landlord's supervision, promptly upon demand. Tenant agrees that, provided that Landlord has followed the procedures set forth in this

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subsection (b) for the exercise of Landlord's right to cure Tenant's failure to maintain or repair the Premises, Landlord shall be entitled to apply any Excess Fees to pay the costs of such maintenance or repair or to reimburse Landlord for such costs incurred by Landlord.

SECTION 12
LIENS

Tenant shall pay when due all claims for labor and material furnished to the Premises on its behalf. Tenant shall give Landlord at least thirty (30) days prior written notice of the commencement of any work by Tenant on the Premises. Landlord may elect to record and post notices of non-responsibility on the Premises. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or other charge arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant which might be or become a lien or encumbrance or other charge (collectively a "**Charge**") against or upon the Premises or any part thereof. If any Charge by a person engaged by Tenant or Tenant's contractor to work on the Premises shall be filed against or upon the Premises or any part thereof, Tenant shall within thirty (30) days after demand from Landlord cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause any Charge to be discharged within the period aforesaid, then, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by payment, deposit or by bonding proceedings. Any amount so paid by Landlord and all interest, costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection therewith shall constitute additional rent payable by Tenant under the Lease and shall be paid by Tenant to Landlord promptly upon demand. No work which Landlord permits Tenant to do shall be deemed to be for the immediate use and benefit of Landlord and no Charge shall be allowed against the estate, right, title or interests of Landlord by reason of any consent given by Landlord to Tenant to do work in or about the Premises or provide materials therefore.

Notwithstanding the foregoing, Tenant may in good faith, by appropriate proceedings and upon notice to Landlord, contest the validity, applicability or amount of any Charge so long as (i) such contest is diligently pursued, and (ii) Landlord reasonably determines that such contest suspends the obligation to pay the Charge and that nonpayment of such Charge will not result in the sale, loss, forfeiture or diminution of the Premises or any part thereof or any interest of Landlord therein; provided, however, that Tenant shall promptly cause to be paid any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, promptly after such judgment becomes final; and provided, further, that in any event each such contest shall be concluded, the Charge shall be paid prior to the date any writ or order is issued under which the Premises may be sold, lost or forfeited.

SECTION 13
INSURANCE

13.1 Maintain Insurance Policies. Tenant shall, at Tenant's expense, maintain in force and effect on the Premises at all times the following insurance:

(a) Insurance against loss or damage to the Premises by fire, windstorm, tornado and hail and against loss and damage by such other, further and additional risks as may be now or hereafter embraced by an "all-risk" or "special form" form of insurance policy. The amount of such insurance shall be not less than one hundred percent (100%) of the full replacement cost (insurable value) of the Premises (as established by an MAI appraisal). The full replacement cost shall be determined annually upon renewal of the insurance policy to ensure compliance with the foregoing requirement throughout the Lease Term. Absent such annual adjustment, each policy shall contain such terms as are necessary to insure that the policy limit will be increased over time to reflect the effect of inflation. Full replacement cost, as used herein, means, with respect to the Premises, the cost of replacing the Premises without regard to deduction for depreciation, exclusive of the cost of excavations, foundations and footings below the lowest basement floor. Tenant shall also maintain insurance against loss or damage to furniture, furnishings, fixtures, equipment and other items (whether personalty or fixtures) included in the Premises and owned by Tenant from time to time, to the extent applicable, in the amount of the cost of replacing the same, in each case, with such coverage as is necessary to insure that the amount will be increased over time to reflect the effect of inflation, or annual valuation. Each policy or policies shall contain a replacement cost endorsement and either an agreed amount endorsement (to avoid the operation of any co-insurance provisions) or a waiver of any co-insurance provisions, all subject to Landlord's approval. The maximum deductible shall be $100,000.00 or such other amount that is acceptable to Landlord based on its assessment of market conditions as the same shall apply to properties similar to the Premises.

(b) Commercial general liability insurance against claims for personal injury, bodily injury, death and Premises damage occurring on, in or about the Premises in amounts not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate plus umbrella coverage in an amount not less than $2,000,000.00. During any construction on the Real Property, Tenant's general contractor for such construction shall also provide the insurance required in this subsection (b). Landlord hereby retains the right to periodically review the amount of said liability insurance being maintained by Tenant and to require an increase in the amount of said liability insurance should Landlord deem an increase to be reasonably prudent under then existing circumstances.

(c) Boiler and machinery insurance is required if steam boilers or other pressure-fired vessels are in operation at the Premises. Minimum liability coverage per accident must equal the greater of the replacement cost (insurable value) of the premises housing such boiler or pressure-fired machinery or $2,000,000.00. If one or more HVAC units that serve(s) all or a material part of the Premises is in operation at the Premises, "Systems Breakdowns" coverage shall be required, as determined by Landlord. Minimum liability coverage per accident must equal the value of such unit(s).

(d) If the Premises or any part thereof are situated in an area now or subsequently designated by the Federal Emergency Management Agency ("**FEMA**") as a special flood hazard area (Zone A or Zone V), flood insurance in an amount equal to the lesser of: (i) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis or (ii) the maximum insurance available under the appropriate National Flood Insurance Administration program. The maximum deductible shall be $100,000.00 per building or a higher minimum amount as required by FEMA or other Applicable Laws.

(e) During the period of any construction, renovation or alteration of the Premises which exceeds $50,000.00, at Landlord's request, a completed value, "All Risk" Builder's Risk form, or "Course of Construction" insurance policy in non-reporting form with replacement cost and no co-insurance, in an amount approved by Landlord, may be required. During the period of any construction of any addition to the existing Premises, a completed value, "All Risk" Builder's Risk form or "Course of Construction" insurance policy in non-reporting form, in an amount approved by Landlord, shall be required.

(f) When required by Applicable Laws, Worker's Compensation and Employer's Liability Insurance covering all persons subject to the workers' compensation laws of the state in which the Premises is located.

(g) Such other insurance on the Premises or on any replacements or substitutions thereof or additions thereto as may from time to time be required by Landlord against other insurable hazards, casualties or matters, but only to the extent such matters at the time are commonly insured against in the case of Premises similarly situated, including, without limitation, earthquake and law and ordinance insurance, due regard being given to the height and type of buildings, their construction, location, use and occupancy.

(h) All such insurance shall (i) be with insurers fully licensed and authorized to do business in Nevada and which insurers, unless otherwise approved in writing by Landlord, shall have and maintain a rating of at least "BBB" or higher from Standard & Poor's Rating Services, a division of The McGraw Hill Companies; (ii) contain the complete address of the Premises (or a complete legal description); (iii) be for terms of at least one year with premium prepaid; (iv) be subject to the approval of Landlord as to insurance companies, amounts, content, forms of policies, method by which premiums are paid and expiration dates; (v) contain deductibles which do not exceed $100,000.00 or an amount subject to Landlord's approval (except that the deductible with respect to the policy described in clause (d) above, shall not exceed $100,000.00 or a higher minimum amount as required by FEMA or other Applicable Laws); and (vi) include a standard, non-contributory, Landlord clause naming Landlord as an additional insured under all liability insurance policies and as the owner of the Premises on all Premises insurance policies.

13.2 Certificates of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant hereunder shall be delivered to Landlord and all other named insureds on or before the Commencement Date and thereafter, as to policy renewals, within thirty (30) days prior to the expiration of the term of each such policy. Each

certificate of insurance required to be maintained by Tenant hereunder shall be in form and substance reasonably satisfactory to Landlord and shall expressly evidence insurance coverage as required by this Lease and shall contain an endorsement or provision requiring not less than thirty (30) days' prior written notice to Landlord of such cancellation. Any proposed diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question, initiated by the insurer or Tenant shall require not less than thirty (30) days prior written notice to Landlord. If Tenant fails to maintain any insurance coverage as required by this Lease, Landlord may, without declaring Tenant in default of this Lease, procure any such insurance coverage. In such case, Tenant shall reimburse Landlord within thirty (30) days of demand for all costs incurred in obtaining such insurance. Tenant agrees that Landlord shall be entitled to apply any Excess Fees to pay the costs of procuring such insurance coverage in the event Tenant fails to reimburse Landlord within such thirty (30) day period.

13.3 Waiver of Rights of Recovery. Tenant hereby waives any and all rights of recovery from Landlord, its stockholders, directors, officers, partners, managers, members, agents and employees for any loss or damage, including, without limitation, consequential loss or damage, caused by any peril or perils (including negligent acts) enumerated in each form of property insurance policy required to be maintained by Tenant hereunder.

13.4 Waiver of Subrogation. Provided it does not violate any Applicable Laws or regulations or jeopardize Tenant's insurance coverage(s), each policy of property insurance (and to the extent obtainable with respect to public liability insurance) provided for in this Section shall contain an express waiver of any and all rights of subrogation thereunder whatsoever against both Landlord and Tenant, and their stockholders, directors, officers, partners, members, managers, agents and employees. All such policies carried by Tenant shall be written as primary policies and not contributing with or in excess of the coverage, if any, which Landlord may carry. Anything contained herein to the contrary notwithstanding the amounts of all insurance required hereunder to be paid by Landlord or Tenant shall be not less than an amount sufficient to prevent the applicable party from becoming a co-insurer.

13.5 No Prohibited Items or Use. Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article or permit any activity which may be prohibited by any standard form of insurance policy or conduct or permit the conduct of any use which violates the terms and conditions of any insurance policy required to be maintained pursuant to this Lease.

SECTION 14
DESTRUCTION OF PREMISES; CONDEMNATION

14.1 Minor Damage. Should the Premises or any portion thereof be damaged or destroyed by any cause whatsoever ("**Damaged**") which Damage is assessed in an amount less than One Million Dollars ($1,000,000) ("**Minor Damage**"), Tenant shall provide Landlord with prompt written notice of the same and shall promptly repair, reconstruct and restore (collectively, "**Repair**") such Minor Damage to the Premises in accordance with the terms of this Lease and Applicable Laws including, but not limited to, NRS Chapter 338 to the extent applicable. Tenant

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may, without the prior written consent of Landlord, settle, compromise or adjust or apply any insurance or other claim so long as the amount of the claim (but not the settlement or compromise thereof) is less than $1,000,000. Landlord and Tenant agree that any insurance proceeds payable in connection with Minor Damage shall be payable directly to Tenant to be used for such Repair and Landlord shall have no claim whatsoever to such proceeds. All repair undertaken by Tenant shall be in compliance with **Section 12** hereof. Such dollar amounts contained in this **Section 14.1** shall be increased by the applicable CPI-U Percentage Increase on the first day of each year during the Lease Term (in each case, an "**Adjustment Date**").

14.2 Major Damage.

(a) Should the Premises or any portion thereof be Damaged which Damage is assessed in an amount of One Million Dollars ($1,000,000) or more ("**Major Damage**"), Tenant shall provide Landlord with prompt written notice and, subject to the provisions of this **Section 14.2**, promptly Repair such Major Damage to the Premises in accordance with the terms of this Lease and Applicable Laws including, but not limited to, NRS Chapter 338 to the extent applicable. In the event that the amount of the claim (but not the settlement or compromise thereof) is $1,000,000 or more, Tenant may not settle, compromise or adjust or apply any insurance or other claim without Landlord's prior written consent, which consent shall not be unreasonably withheld. Upon the occurrence and during the continuation of a Tenant Event of Default, Landlord shall have the sole right to settle, compromise or adjust any insurance or other claim related to Major Damage of the Premises in such manner as Landlord may determine, and for this purpose, Landlord may, in its own name or in the name of Tenant, take such action as Landlord deems appropriate. Such dollar amounts contained in this **Section 14.2(a)** shall be increased by the applicable CPI-U Percentage Increase on each Adjustment Date.

(b) Landlord and Tenant agree that any insurance proceeds payable in connection with Major Damage to the Premises shall be payable directly to Landlord to be used pursuant to and in accordance with this **Section 14.2**. Subject to the satisfaction or waiver of the Restoration Conditions, Landlord shall disburse such insurance proceeds to Tenant as necessary to pay for the Repair of the Major Damage to the Premises on a monthly construction draw basis with a ten percent (10%) retention which retention will be disbursed to Tenant upon presentation to Landlord that such Repair has been completed on a lien free basis. For purposes of this **Section 14.2(b)**, the term "**Restoration Conditions**" means: (i) Tenant shall have delivered written notice to Landlord of its intention to commence Repair of the Major Damage to the Premises within sixty (60) days from the date that Landlord provides Tenant with notice that the condition in subsection (ii) below has been satisfied; (ii) all insurance proceeds shall have been deposited with Landlord; (iii) Tenant shall have deposited with Landlord in the form of cash, letter of credit or other assets approved by Landlord the amount necessary, if any, to pay the difference between the cost of such Repair for the Premises and the amount of such insurance proceeds; (iv) Tenant shall have delivered to Landlord a budget of all costs of such Repair for the Premises which budget is reasonably acceptable to Landlord; and (v) Landlord and all applicable Governmental Authorities shall have approved the final plans and specifications for such Repair of the Premises, which approval by Landlord shall not be unreasonably withheld.

(c) In the event that following any Major Damage to the Premises, the Restoration Conditions are not satisfied within eighteen (18) months of the occurrence of such Major Damage, then either Tenant or Landlord shall have the right to terminate this Lease upon written notice to the other. In the event that this Lease is terminated pursuant to this Section, the insurance proceeds obtained as a result of such Major Damage shall be distributed as follows: (i) first, to satisfy and fully discharge any Bonds then outstanding; (ii) second, to repay any of Tenant's donors who require repayment in the event that the performing arts center is not operational; (iii) third, to pay for the costs of demolition of the buildings located on the Premises; and (iv) lastly, to Landlord and Tenant in proportion to their respective contributions to the Construction Fund (as defined in the Design and Construction Agreement).

(d) Except as set forth in this **Section 14.2**, Tenant agrees that Landlord shall have no obligation or liability whatsoever to Repair any Damage whatsoever to the Premises.

14.3 Condemnation. Should the whole or any part of the Primary Theater Premises or Museum Premises be condemned or taken by a competent condemning authority for any public or quasi-public purpose, Tenant and Landlord shall each be entitled to seek recovery of condemnation proceeds for their respective interests in the applicable portion of the Premises, and any fixtures, equipment, or personal property that is taken by the condemning authority. For purposes of this **Section 14.3**, a deed granted in lieu of condemnation shall be deemed a taking. If the whole of the Premises be condemned or taken, then this Lease shall terminate upon the taking of physical occupancy by the condemning authority. If the whole of the Primary Theater Premises or the Museum Premises is condemned or taken, then this Lease shall terminate as to such Premises. If a part of either the Primary Theater Premises or the Museum Premises is taken which materially interferes with Tenant's use of the Primary Theater Premises or the Museum Premises, as applicable, Tenant shall have the option to terminate this Lease with respect to either the Primary Theater Premises or the Museum Premises, as applicable, by notifying Landlord of such election in writing within sixty (60) days after such taking. In no event shall a taking terminate this Lease without such notification. If such partial taking does not result in termination of this Lease in its entirety, this Lease shall continue in full force and effect.

SECTION 15
INDEMNIFICATION AND LANDLORD EXEMPTION

15.1 Indemnification and Exemption of Landlord from Liability.

(a) Tenant shall indemnify and hold harmless Landlord and all agents, servants and employees of Landlord (collectively, the "**Landlord Parties**") from and against all claims, losses, damages, expenses (including reasonable attorneys' fees), penalties and charges (collectively the "**Losses**") arising from or in connection with any of the following during the Lease Term (i) Tenant's use of the Premises, or (ii) the conduct of Tenant's business, or (iii) any activity, work or things done, permitted or suffered by Tenant in or about the Premises. Tenant shall further indemnify and hold harmless Landlord from and against any and all Losses arising from any default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any of Tenant's agents,

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contractors, or employees during the Lease Term, and from and against all Losses incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by legal counsel reasonably satisfactory to Landlord. Tenant, as a material part of its consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in or upon the Premises arising from any cause during the Lease Term and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's indemnity is not intended to nor shall it relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease. Tenant's obligations under this **Section 15.1(a)** shall survive any termination of this Lease.

(b) The Landlord Parties shall not be liable for any and all Losses arising from or in connection with any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, or any other person claiming under Tenant whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) the failure, delay or diminution in the quality or quantity of any utilities or services supplied to the Premises, (d) inconvenience or annoyance arising from the necessity of repairing any portion of the Premises; (e) the interruption for any reason in the use of the Premises; (f) the destruction of the Premises; or (g) any conditions arising in or about the Premises, or from other sources or places, nor shall any of the same be construed as an eviction of Tenant, nor work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Without limiting the foregoing, the Landlord Parties shall not be liable for any and all Losses arising from or in connection with the following: (i) any defect or shortcoming in or failure of plumbing, heating or air conditioning or ventilation systems, elevators, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tubing, radiant panel, fire sprinkler system, electric fixture, valve, fitting, tank, washstand, water closet, waste pipe, drain or other pipe or tank or any other water and/or moisture related release and/or condition and all consequences and/or conditions relating from same, upon or about the Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam, hot or cold water; (vi) water, snow or ice being upon or coming through the roof of the Premises or any other place upon or near the Premises; (vii) the failing of any fixture, brick, plaster or stucco; (viii) broken glass; (ix) any act or omission of cotenants or other occupants of the Premises; or (x) any act or omission of the Parties (other than Landlord or the Landlord Parties) nor, unless otherwise permitted under this Lease, shall any of the foregoing work an abatement of Rent, nor relieve Tenant from any obligation under this Lease. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. Tenant shall have no rights whatsoever to offset or deduct against any Rent or any other sums due Landlord under the Lease for any reason whatsoever, including Landlord's default.

15.2 Indemnity Limitation. Notwithstanding anything in this Lease to the contrary, Landlord shall be liable for, and Tenant shall not be obligated to indemnify and hold the

Landlord Parties harmless from and against, any Losses arising from or in connection with any of the foregoing arising prior to the Commencement Date or by reason of any act, omission or negligence of any of the Landlord Parties.

15.3 Landlord Indemnification Obligations. Tenant and its officers, managers, directors, shareholders, members, agents, servants and employees (collectively, the "**Tenant Indemnified Parties**") shall not be liable for, and Landlord shall indemnify and hold the Tenant Indemnified Parties harmless from and against, any Losses arising from or in connection with (a) any act, omission or negligence of Landlord or any of its agents, contractors or employees or (b) any default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease. The Parties hereto understand and agree that neither this Section nor any other provision of this Lease shall constitute a waiver by Landlord of any protection it has against liabilities or damages or any limitations thereon under Chapter 41 of NRS or other protections or limitations that arise by virtue of Landlord's status as a political subdivision of the State of Nevada, and that Landlord's indemnifications hereunder are limited by and subject to Chapter 41 of NRS. If any action or proceeding be brought against any of the Tenant Parties by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by legal counsel reasonably satisfactory to Tenant. Tenant shall have the right to select independent counsel to defend Tenant pursuant to this **Section 15.3** provided that such independent counsel is approved by Landlord (which approval shall not be unreasonably withheld) and that Tenant pays all costs and fees of such independent counsel. Landlord's obligations under this **Section 15.3** shall survive any termination of this Lease.

SECTION 16
ASSIGNMENT AND SUBLETTING

16.1 With Respect to Tenant. Tenant shall not assign, transfer or sublet this Lease nor the leasehold estate hereby created or any interest herein, or license the use of all or any portion of the Primary Theater Site, whether by assignment, mortgage, sublease, license, transfer, operation of law, without the prior express written consent of the Landlord, which consent shall not be unreasonably withheld. Upon any valid assignment of this Lease, Tenant shall be relieved of all obligations accruing from the effective date of the assignment. No sublease shall affect Tenant's obligation to perform its agreements hereunder.

16.2 With Respect to Landlord. During the term of this Lease, Landlord shall not sell, mortgage, pledge, hypothecate, encumber or otherwise transfer, assign or dispose of all or any part of the Premises, this Lease or any interest in the Premises or this Lease.

16.3 Museum Sublease. Notwithstanding anything herein to the contrary, Tenant shall have the right to sublet all or any portion of the Museum Premises without the consent of Landlord, including, without limitation, by entering into the Museum Sublease for the lease/sublease of the Museum Premises contemplated therein. In the event that the Museum Sublease is ever terminated, Tenant agrees to use commercially reasonable efforts to obtain a subtenant for such portion of the Museum Premises whose use is complementary to the Primary Theater Permitted Use.

SECTION 17
PROHIBITION OF LEASEHOLD ENCUMBRANCES

Tenant shall not in anyway pledge or encumber any or part of its interest in this Lease without the prior written consent of Landlord which consent may be granted or withheld at Landlord's sole discretion.

SECTION 18
ESTOPPEL CERTIFICATE

Tenant shall, without charge, within ten (10) business days of any demand therefor by Landlord, execute and deliver to Landlord and/or Landlord's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Tenant, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning this Lease, the Premises and Tenant as Landlord or said designee may request. In the event that Tenant fails to execute and/or deliver any such certificate or offset statement to Landlord within said ten (10) business days, Tenant hereby appoints Landlord and its permitted successors and assigns, as attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant. Similarly, Landlord shall, without charge, within ten (10) business days of any demand therefor by Tenant, execute and deliver to Tenant and/or Tenant's designee a recordable certificate stating that this Lease is in full force and effect, such defenses or offsets as are claimed by Landlord, if any, the date to which all rentals have been paid, and such other information as reasonably and customarily contained in a commercial estoppel certificate concerning the Lease, the Premises and Landlord as Tenant and/or said designee may request. In the event that Landlord fails to execute and/or deliver any such certificate or offset statement to Tenant within said ten (10) business days, Landlord hereby appoints Tenant, its successors and assigns, as attorney-in-fact of Landlord irrevocably to execute and deliver any and all such documents for and on behalf of Landlord.

SECTION 19
DEFAULT

19.1 Primary Theater Premises.

19.1.1 Default. Each of the following events shall be deemed to be events of default by Tenant under this Lease (each, a "**Tenant Event of Default**" and collectively, "**Tenant Events of Default**"):

(a) Tenant fails to pay when or before due any sum of money required to be paid by Tenant under this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord;

(b) Except as provided in paragraph (c) next below, Tenant fails to perform or comply with any other term, covenant or condition of this Lease on the part of Tenant to be kept

and performed and such default continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Tenant shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence but in no event later than one hundred eighty (180) days after such written notice;

(c) Tenant violates the covenant and restriction set forth in **Section 5.2** hereof and such violation continues for more than five (5) days after written notice from Landlord;

(d) Tenant makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Tenant shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

(e) There is filed any petition in bankruptcy by or against Tenant, which petition is not dismissed within ninety (90) days of its filing, or there is appointed a receiver or trustee to take possession of Tenant or of all or substantially all of the assets of Tenant, or there is a general assignment by Tenant for the benefit of creditors, or any action is taken by or against Tenant under any state or federal insolvency or bankruptcy act, or any similar law now or hereafter in effect, including, without limitation, the filing of execution or attachment against Tenant and such levy continues in effect for a period of sixty (60) calendar days; and

(f) If Tenant abandons or vacates the Primary Theater Premises for thirty (30) consecutive days or fails to operate the Primary Theater Premises for ninety (90) consecutive days and such condition is not caused by the Primary Theater Premises being Damaged or condemned or due to any situation contemplated by **Section 24.2**.

19.1.2 Remedies. Upon the occurrence of any Tenant Event of Default and subject to the terms and conditions of the Museum NDA and **Section 19.2** below, Landlord shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by Applicable Laws, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases

Landlord from any and all damages including, but not limited to, damages related to interruption of Tenant's business.

(b) Pursuant to its rights of re-entry, Landlord may, but shall not be obligated to (i) remove all persons from the Premises, and (ii) enforce any rights Landlord may have against said Premises or store any personal property remaining in the Premises in any warehouse or elsewhere at the cost and for the account of Tenant. Tenant agrees to hold Landlord free and harmless of any liability whatsoever for the removal and/or storage of any such Premises, whether of Tenant or any third party whomsoever;

(c) Landlord may, without being obligated and without waiving the Tenant Event of Default, cure the Tenant Event of Default, whereupon Tenant shall pay to Landlord, upon demand, all costs, expenses, and disbursements incurred by Landlord to cure the Tenant Event of Default. Landlord shall be permitted to offset said costs, expenses, and disbursements incurred by Landlord against any amounts due or becoming due by Landlord to Tenant under this Lease;

(d) In addition to any other remedies it may have, in the event of a violation of **Section 5.2** by Tenant which remains uncured after five (5) days of Landlord's written notice to Tenant thereof, Tenant shall be liable to Landlord for any damages Landlord incurs as a result of such violation which amounts shall be payable by Tenant to Landlord within thirty (30) days from Landlord's written demand therefor; and

(e) In addition, except as set forth in **Section 19.2** below, Landlord shall have all other remedies available to Landlord, including, without limitation, the right to enjoin any violation of **Section 5.2** above.

19.2 Museum Premises. Notwithstanding the foregoing or anything herein to the contrary, in the event any Tenant Event of Default occurs which relates to the Museum Premises and not the Primary Theater Premises, Landlord shall not have any right or remedy whatsoever under this Lease or otherwise with respect to the Primary Theater Premises, including, without limitation, any right to terminate the Lease with respect to the Primary Theater Premises, terminate Tenant's right to possession of the Primary Theater Premises, evict or otherwise effect a lock out of Tenant from the Primary Theater Premises, or re-enter the Primary Theater Premises, and, regardless of the rights and remedies Landlord exercises with respect to the Museum Premises upon such a Tenant Event of Default, this Lease shall remain in full force and effect as to the Primary Theater Premises.

19.3 Termination Requires Specific Notice. Anything contained herein to the contrary notwithstanding, Landlord shall not be deemed to have terminated this Lease or the liability of Tenant to pay any Rent or other sum of money accruing hereunder, by any re-entry pursuant to **Sections 19.2(a)** and **19.2(b)**, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall specifically notify Tenant in writing that it has so elected to terminate this Lease.

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19.4 Remedies Cumulative. The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law or in equity.

19.5 No Waiver. The waiver by Landlord of any breach of this Lease by Tenant shall not be a waiver of any preceding or subsequent breach of this Lease by Tenant. The subsequent acceptance of Rent or any other payment hereunder by Landlord shall not be construed to be a waiver of any preceding breach of this Lease by Tenant. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein provided shall be deemed to be other than on account of the earliest Rent due and payable hereunder.

19.6 Legal Proceedings. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with (a) any Tenant Event of Default, whether or not suit is commenced or judgment entered or (b) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for a Tenant Event of Default or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action.

SECTION 20
LANDLORD'S DEFAULT

20.1 Landlord's Default. Each of the following events shall be deemed to be events of default by Landlord under this Lease (each, a "**Landlord Event of Default**", and collectively, "**Landlord Events of Default**"):

(a) Landlord fails to pay when or before due any sum of money required to be paid by Landlord under this Lease and such failure continues for thirty (30) days after written notice thereof from Tenant;

(b) Landlord shall fail to perform or comply with any other term, covenant or condition of this Lease on the part of Landlord to be kept and performed and such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the failure complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within said thirty (30) day period, then such failure shall be deemed to be rectified or cured if Landlord shall, within said thirty (30) day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence;

(c) Landlord makes a representation or warranty in this Lease, or in any certificate, demand, or request made under this Lease, that proves to be incorrect, at any time during the Lease Term, in any material respect and, to the extent the same is susceptible to being

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cured, such representation or warranty remains incorrect for a period of thirty (30) days after written notice thereof by Tenant to Landlord; provided that if such incorrect representation or warranty complained of in such notice is of such a nature that the same can be rectified or cured, but cannot with reasonable diligence be done within such 30-day period, then such incorrect representation or warranty shall be deemed to be rectified or cured if Landlord shall, within such 30-day period, commence to rectify and cure the same and shall thereafter complete such rectification and cure with all due diligence; and

(d) Landlord is in breach of or in default under the Bonds and/or any Bond documents in connection therewith and failed to cure such breach or default within any applicable cure period provided therein.

20.2 Tenant's Remedies. Upon the occurrence of any Landlord Event of Default, Tenant shall, in addition to any other rights or remedies provided for herein or at law or in equity, have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

(a) Tenant may, at its election, terminate this Lease by providing notice thereof to Landlord; and

(b) Tenant may, without being obligated and without waiving the default, cure the default, whereupon Landlord shall pay to Tenant, upon demand, all costs, expenses, and disbursements incurred by Tenant to cure the default. Tenant shall be permitted to offset said costs, expenses, and disbursements incurred by Tenant against any amounts due or becoming due by Tenant to Landlord under this Lease.

SECTION 21
QUIET ENJOYMENT

Tenant, upon paying the rentals and other payments herein required and upon performance of all of the terms, covenants and conditions of this Lease on its part to be kept, may quietly have, hold and enjoy the Premises during the Lease Term without any disturbance from Landlord or from any other person claiming through Landlord, except as expressly provided otherwise in this Lease.

SECTION 22
RIGHT OF LANDLORD TO CONVEY PREMISES TO TENANT

22.1 Right of Landlord to Convey Premises to Tenant. Tenant agrees that, following the satisfaction and full discharge of the Bonds, Landlord, in Landlord's sole and absolute discretion, shall have the right to convey to Tenant all of Landlord's right title and interest in the Premises in consideration of $1.00. In the event Landlord desires to exercise its right to convey the Premises to Tenant, Landlord shall give Tenant ninety (90) days written notice of its intent to convey the Premises to Tenant. To be effective, such notice shall be accompanied by a current title report on the Premises, together with a legible copy of every document shown as an

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exception or requirement thereto. Tenant shall have the right to review and approve such title report and exceptions during such 90-day period provided that (a) such approval shall not be unreasonably withheld (if Tenant's disapproval is based on a monetary encumbrance not created by Tenant or as a result of Tenant's actions, such disapproval shall be deemed reasonable); and (b) Tenant shall not have the right to disapprove of any title matters created by Tenant or resulting from Tenant's actions. If Tenant notifies Landlord that it approves of the status of title during such 90-day period, Landlord shall promptly convey the Premises to Tenant by the execution and recordation of a customary grant, bargain and sale deed (the "**Deed**") and the execution and delivery to Tenant of such bills of sale and other transfer documents as may be reasonably required by Tenant to transfer the Premises to Tenant (collectively with the Deed, the "**Transfer Documents**"). Upon the recordation of the Deed and the delivery to Tenant of the other Transfer Documents, this Lease shall automatically terminate and be of no further force and effect, provided, however, that the following shall survive any such termination of the Lease: (a) any and all indemnity obligations set forth in **Sections 5.4** and **15** of this Lease in connection with anything occurring prior to the termination of the Lease; (b) Landlord's obligations to provide Tenant with the use of parking facilities and access thereto pursuant to and in accordance with **Section 9** of this Lease; and (c) all of Tenant's and Landlord's other rights and obligations set forth in **Sections 4.2, 6.3(b), 6.4, 6.5** and **Section 9** of this Lease. Upon the request of Tenant, Landlord shall, concurrently with the execution and delivery to Tenant of the Transfer Documents, enter into a separate agreement in recordable form with Tenant stating the rights and obligations set forth above which are to survive any termination of this Lease pursuant to this Section, the form of which shall be reasonably acceptable to Tenant. Such separate agreement may be recorded against the real property on which the Parking Facilities or Substitute Parking Facilities, as applicable, are located provided that City is the owner of such real property. Landlord agrees that such conveyance shall be at no expense to Tenant including recording fees, conveyance taxes and other transfer charges.

SECTION 23
REPRESENTATIONS AND WARRANTIES

23.1 Landlord's Representations and Warranties. In addition to any other representations and warranties made by Landlord herein, Landlord hereby represents and warrants to Tenant, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

(a) There are no pending or, to the best of Landlord's knowledge, threatened actions, suits, condemnation or other proceedings before or by any judicial body or any Governmental Authority against or affecting the Premises;

(b) Landlord has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Landlord and constitutes the valid and legally binding obligation of Landlord, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) Landlord possesses good and marketable fee simple title to the Premises;

(d) Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Landlord or the Premises is subject; (ii) violate any provision of Landlord's charter documents, as amended; or (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Landlord is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

(e) Landlord has not received any written notice nor does it have any knowledge of or intent to levy any special assessment, impose any utility connection moratorium or rezone the Premises.

(f) No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority or third person on the part of Landlord is required in connection with Landlord's execution and delivery of this Lease and the performance of its obligations hereunder.

(g) There are no unrecorded contracts, leases, easements or other agreements, or claim of any third party, affecting the use, title, occupancy or development of the Premises, and no person, firm or entity has any right of first refusal, option or other right to acquire all or any part of the Premises.

23.2 Tenant's Representations and Warranties. In addition to any other representations and warranties made by Tenant herein, Tenant hereby represents and warrants to Landlord, which representations and warranties are continuing in nature and shall survive throughout the Lease Term, as follows:

(a) Tenant is a nonprofit corporation validly existing under the laws of the State of Nevada and is an organization described in Section 501(c)(3) or Section 509(a) of the Tax Code.

(b) Tenant has the full authority and power to execute this Lease. This Lease has been duly executed and delivered by Tenant and constitutes the valid and legally binding obligation of Tenant, enforceable in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

(c) Neither the execution or delivery of this Lease, nor the consummation of the transaction contemplated hereby, will: (i) violate any Applicable Laws, injunction, judgment, order, decree, ruling, charge or other restriction of any authority to which Tenant is subject; (ii) violate any provision of Tenant's articles of incorporation or bylaws, as amended; or (iii) conflict

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with, result in a breach of, constitute a default under, result in the acceleration of, give any person the right to accelerate, terminate, modify or cancel, or require any notice under, any agreement, license, permit, authorization, instrument or other arrangement to which Tenant is a party or by which it is bound or which any of its assets are subject (or result in the imposition or any lien upon any of its assets).

SECTION 24
MISCELLANEOUS

24.1 Non-Discrimination. Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

24.2 Force Majeure. Neither party shall be in breach of this Lease if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse Tenant from the prompt payment of any Rent or charge required of Tenant hereunder.

24.3 Notices. Any and all notices and demands required or desired to be given hereunder shall be in writing and shall be validly given or made (and effective) if served personally, delivered by a nationally recognized overnight courier service, or faxed and deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, to the following addresses:

If to Landlord:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager
Facsimile No.: (702) 388-1807

With a copy to:

City Attorney
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Attorney
Facsimile No.: (702) 386-1749

If to Tenant:

The Smith Center for the Performing Arts
241 West Charleston Blvd., Suite 111
Las Vegas, Nevada 89102
Attention: President
Facsimile: (702) 614-0205

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With a copy to:	Kim Sinatra, Esq. 3131 Las Vegas Boulevard South Las Vegas, Nevada 89109 Facsimile: (702) 770-1520
and	Brownstein Hyatt Farber Schreck, LLP 100 City Parkway, Suite 1600 Las Vegas, NV 89106-4614 Attention: Angela Turriciano Otto Facsimile No.: (702) 382-8135

Notice shall be deemed to have been given when received by the addressee; provided, however, that notice delivered by facsimile with the original sent by certified or registered mail shall be deemed to have been received on the day it is faxed to the addressee and the person sending the fax has received a printed confirmation thereof generated by its fax machine. Either party may change its address for the purpose of receiving notices by providing written notice to the other.

24.4 Binding on Permitted Successors and Assigns. The terms, provisions, covenants and conditions contained in this Lease shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

24.5 Partial Invalidity. If any term, covenant or condition of this Lease, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Lease, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

24.6 Time is of the Essence. Time is of the essence of this Lease and all of the terms, covenants and conditions hereof.

24.7 Entire Agreement. Except as expressly stated in **Section 5.4** of this Lease and except with respect to Landlord's environmental insurance obligations set forth in Section 3B(g) of "**Exhibit B**" (Project Environmental Management) to the Design and Construction Agreement, this Lease contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Lease shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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24.8 No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

24.9 Captions. The captions are descriptive only and for convenience in reference to this Lease and in no way whatsoever define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

24.10 Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Lease, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Lease or any alleged breach thereof. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

24.11 Recordation. This Lease shall not be recorded. However, the parties agree to execute, acknowledge and record a Memorandum of Lease in the form attached hereto as Exhibit "D" and incorporated herein by this reference. A Memorandum of Termination of Lease in the form attached hereto as Exhibit "E" shall also be executed and acknowledged by the parties, shall be held by Landlord, and shall be recorded by Landlord upon termination of the Lease.

24.12 Authorization. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this Lease on their respective behalves to do so.

24.13 No Brokers. Landlord and Tenant each represent and warrant to the other that they have not entered into any written contractual arrangement with, or promised to pay any broker's fee, finder's fee, commission or other similar compensation to, or otherwise agreed to compensate, any real estate agent or broker in connection with this Lease. Landlord and Tenant each agree to indemnify, defend, save and hold the other harmless from and against all Losses incurred by reason of the breach of the foregoing representation and warranty arising from any claim for compensation founded upon or as a result of acts asserted to have been performed on their respective behalf. Such indemnification obligations shall survive any termination of the Lease.

24.14 Counterparts. The delivery of facsimile copies of any parties' signature hereon, or on any other agreement or instrument to be delivered in connection herewith shall be valid and binding for all purposes. This Lease may be executed in counterparts, each of which executed counterparts shall be deemed an original, but which, together, shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

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24.15 Interpretation. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Lease any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Lease shall not be construed either for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of its language.

24.16 Third Parties. Nothing in this Lease, expressed or implied, is intended to confer upon any person, including, without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this Lease.

24.17 Expenses. Except as otherwise provided in this Lease, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Lease, including, without limitation, the fees and expenses of each party's legal counsel.

24.18 Further Assurances. Each party shall, from time to time after the execution of this Lease, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Lease without undue delay.

24.19 Jurisdiction. Each of Landlord and Tenant agree to submit to personal jurisdiction in Clark County, Nevada in any action or proceeding arising out of this Lease and, in furtherance of such agreement, each party hereby agrees and consents that, without limiting other methods of obtaining jurisdiction, personal jurisdiction over each party in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Nevada and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon each party by registered or certified mail to or by personal service at the last known address of each party, whether such address be within or without the jurisdiction of any such court.

24.20 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by City Council effective October 1, 1999, Tenant warrants that it has disclosed, on Exhibit "C" attached hereto, all members of the Board of Directors of Tenant, as well as all persons and entities holding more than 1% interest in Tenant or any principal of Tenant. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[*Signatures appear on the following page.*]

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Commencement Date.

"Landlord"

City of Las Vegas, Nevada,
a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

"Tenant"

The Smith Center for the Performing Arts,
a Nevada nonprofit corporation

By: _____
Name: _____
Title: _____

DRAFT

LIST OF EXHIBITS

Exhibit "A"	Depiction of Symphony Park
Exhibit "B"	Description and Depiction of Real Property, Primary Theater Site and Museum Site
Exhibit "C"	Disclosure of Principals
Exhibit "D"	Form of Memorandum of Lease
Exhibit "E"	Form of Memorandum of Termination of Lease

DRAFT

EXHIBIT "A"

DEPICTION OF SYMPHONY PARK

DRAFT

EXHIBIT "B"

DESCRIPTION AND DEPICTION OF REAL PROPERTY, PRIMARY THEATER SITE AND MUSEUM SITE

Real Property Legal Description

DRAFT

Real Property Depiction

DRAFT

Primary Theater Site Legal Description

DRAFT

Primary Theater Site Depiction

DRAFT

Museum Site Legal Description

DRAFT

Museum Site Depiction

DRAFT

EXHIBIT "C"

DISCLOSURE OF PRINCIPALS
[TO BE PROVIDED UPON EXECUTION OF LOA]

DRAFT

EXHIBIT "D"

FORM OF MEMORANDUM OF LEASE

APN(S): _____

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

The Smith Center for the Performing Arts
241 West Charleston Blvd., Suite 111
Las Vegas, Nevada 89102
Attention: President

DRAFT

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made and entered into as of the ____ day of _____, 20___ (the "**Commencement Date**") by and between the City of Las Vegas, Nevada, whose business address is 400 Stewart Avenue, Las Vegas, Nevada 89101, Attention: City Manager ("**Landlord**"), and The Smith Center for the Performing Arts, a Nevada nonprofit corporation, whose business address is 241 West Charleston Blvd., Suite 111, Las Vegas, Nevada 89102, Attention: President ("**Tenant**").

A. **WHEREAS**, Landlord owns certain real property described on Exhibit A attached hereto and incorporated herein by this reference (together with all the improvements owned by Landlord and now or hereafter located thereon and all and singular appurtenances, rights, privileges, and easements thereunto appertaining, the "**Premises**");

B. **WHEREAS**, Landlord and Tenant have entered into that certain Lease and Operating Agreement, dated as of the Commencement Date (the "**Lease**"), to set forth their agreements, obligations and covenants with respect to the lease by Tenant of the Premises; and

C. **WHEREAS**, the parties to this Memorandum desire to enter into this Memorandum to provide public notice of the existence of the Lease, and certain of its terms and conditions.

NOW THEREFORE, the parties hereto do hereby certify as follows:

1. Definition. Except as otherwise provided herein, all capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Lease.

2. Term. The term of the Lease commenced on the Commencement Date and shall continue until the earlier of (a) 11:59 p.m. on the ninety-ninth (99th) anniversary of the Commencement Date; or (b) the date that Tenant acquires the Premises pursuant to the terms of the Lease, unless earlier terminated as provided in the Lease.

3. Right to Parking Facilities and Access Rights. Landlord granted Tenant certain rights to use parking facilities in Symphony Park, as more particularly described and depicted on Exhibit "B" attached hereto and incorporated herein by this reference, and access rights to such parking facilities as more specifically set forth in the Lease.

4. Permitted Successors and Assigns. The Lease is binding upon and inure to the benefits of Landlord and Tenant and each of their respective permitted representatives, successors and assigns.

5. Purpose of Memorandum of Lease. This Memorandum is intended to serve as public notice of the existence of the Lease and of certain terms and conditions contained therein. This Memorandum does not describe or refer to all of the terms or conditions contained in the Lease. This Memorandum does not modify, amend or vary any of the terms or conditions set forth in the Lease. Reference is made to the Lease for further particulars.

[*Signatures appear on the following page.*]

DRAFT

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed as of the date and year first above written.

"Landlord"

City of Las Vegas, Nevada,
a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

"Tenant"

The Smith Center for the Performing Arts,
a Nevada nonprofit corporation

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

State of _____
County of _____

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of _____.

_____
Signature of Notarial Officer

(Seal, if any)

State of _____
County of _____

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of _____.

_____
Signature of Notarial Officer

DRAFT

(Seal, if any)

DRAFT

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF PREMISES

DRAFT

EXHIBIT B TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF SYMPHONY PARK

DRAFT

EXHIBIT "E"

FORM OF MEMORANDUM OF TERMINATION OF LEASE

APN(S): _____

WHEN RECORDED MAIL TO AND
MAIL TAX STATEMENTS TO:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager

TERMINATION OF MEMORANDUM OF LEASE

The City of Las Vegas, Nevada, a political subdivision of the State of Nevada, as Landlord, and The Smith Center for the Performing Arts, a Nevada nonprofit corporation, as Tenant, are parties to that certain Lease and Operating Agreement (the "Lease"), dated _____, 20__, disclosed pursuant to a Memorandum of Lease which was recorded on _____, 20__ in the Official Records of Clark County, Nevada in Book _____, as Instrument No. _____. Notice is hereby given that the Lease was terminated effective _____, 20__.

[Signatures appear on the following page.]

DRAFT

IN WITNESS WHEREOF, Landlord and Tenant have caused this Termination of Memorandum of Lease to be duly executed as of the date and year first above written.

"Landlord"

City of Las Vegas, Nevada,
a political subdivision of the State of Nevada

By: _____
Name: _____
Title: _____

"Tenant"

The Smith Center for the Performing Arts,
a Nevada nonprofit corporation

By: _____
Name: _____
Title: _____

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

State of _____
County of _____

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of _____.

_____
Signature of Notarial Officer

(Seal, if any)

State of _____
County of _____

This instrument was acknowledged before me on _____, 20___, by _____, as _____ of _____.

_____
Signature of Notarial Officer

(Seal, if any)

DRAFT

EXHIBIT F

Principal Disclosure Statements

Disclosure of Principals

The principals and partners of The Smith Center for the Performing Arts and all persons and entities holding more than 1%(one percent) interest in or any principal are the following:

	Full Name	Business Address			Business Phone
1	Don Snyder, Chairman	241 W. Charleston Blvd., Suite 111	Las Vegas, NV	89102	614-0109
2	Dr. Keith Boman, Vice	601 S. Rancho Dr., Suite D28	Las Vegas, NV	89106	383-0677
3	Kim Sinatra, Director	3131 Las Vegas Blvd. South	Las Vegas, NV	89109	770-2112
4	Charles Atwood, Director	241 W. Charleston Blvd., Suite 111	Las Vegas, NV	89102	804-5232
5	Gary Jacobs, Director	10250 Constellation Boulevard, 19th Floor	Los Angeles, CA	90067	310-553-3000
6	Scott MacTaggart, Director	3993 Howard Hughes Pkwy # 600	Las Vegas, NV	89169	474-2646
7	Senator Richard Bryan, Director	1700 BofA Plaza, 300 S. 4th St.	Las Vegas, NV	89101	383-8916
8	Alan Feldman, Director	3260 South Industrial Building C	Las Vegas, NV	89109	650-6947
9	Robert Forbuss, Director	3980 Howard Hughes Pkwy, Suite 550	Las Vegas, NV	89109	614-0109
10	Nancy Houssels, Director	380 Rancho Cicle	Las Vegas, NV	89102	252-3270
11	Richard Plaster, Director	801 S. Rancho, Suite E-4	Las Vegas, NV	89106	671-6000
12	Jacqulyn Shropshire, Director	2877 Paradise Road #1601	Las Vegas, NV	89109	838-4933
13	Roger P. Thomas, Director	680 Pilot Road, Suite 1	Las Vegas, NV	89119	770-5050
14	Sig Rogich, Director	3883 Howard Hughes Parkway, Suite 590	Las Vegas, NV	89169	796-1773
15	Jonathan Halkyard, Director	1 Ceasar's Palace Drive	Las Vegas, NV	89109	407-6346
16	Rose McKinney-James, Director	8912 Montego Bay Dr.	Las Vegas, NV	89117	562-5335
17	Myron G. Martin, President	241 W. Charleston Blvd., Suite 111	Las Vegas, NV	89102	614-0109

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

By: _____

Its: President + CEO

State of Nevada, County of Clark

Subscribed and sworn to before me on this

15th day of November, 2010

_____

Notary Public

ANDREA DASHIELL
Notary Public-State of Nevada
APPT. NO. 08-7977-1
My App. Expires August 29, 2012

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Hearing, discussion and possible action regarding complaint seeking disciplinary action against Ran Oriental Therapy's LLC d/b/a Shangri La Health Clinic, 430 East Sahara Avenue, Las Vegas, Clark County, Nevada, for violations of the Las Vegas Municipal Code - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Ran Oriental Therapy's LLC d/b/a Shangri La Health Clinic holds Massage Establishment License M03-00053-4-082152. Jinli Ran is the owner of Ran Oriental Therapy's LLC and also holds Massage Therapist License No. M12-00187-5-094559. Between 2006 and 2010, six individuals employed at Shangri La Health Clinic have been arrested for soliciting prostitution. As a result of these repeated offenses, it is alleged that Ran Oriental Therapy's LLC d/b/a Shangri La Health Clinic has operated in an illegal manner, contrary to law and in violation of LVMC 6.02.330, 6.52.120, NRS 201.354(1) and LVMC 10.36.020(A).

RECOMMENDATION:
Recommend revocation of Massage Establishment License M03-00053-4-082152.

BACKUP DOCUMENTATION:
1. Complaint for Disciplinary Action
2. Respondent's Ran Oriental Therapy LLC and Dr. Jinli Ran's Answer

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a SHANGRI LA HEALTH CLINIC and JINLI RAN,

Respondents.

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF FINANCE AND BUSINESS SERVICES, on behalf of the CITY OF LAS VEGAS, NEVADA (Department), Petitioner, brings this Complaint for Disciplinary Action against RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a SHANGRI LA HEALTH CLINIC, and JINLI RAN, individually and as officer of RAN ORIENTAL THERAPY'S LLC, 430 East Sahara Avenue, Las Vegas, Clark County, Nevada, Respondents, and states:

Respondent RAN ORIENTAL THERAPY'S LLC holds a privileged Massage Establishment License No. M03-00053-4-082152. Respondent JINLI RAN is the sole officer and member of Respondent RAN ORIENTAL THERAPY'S LLC.

SUMMARY OF ALLEGATIONS

SHANGRI LA HEALTH CLINIC is owned by JINLI RAN through her interest in RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company. The business has

been operated repeatedly in an unlawful manner by creating a public and chronic nuisance in violation of Nevada law and the Las Vegas Municipal Code by allowing its massage therapists to engage in solicitation of prostitution. On July 21, 2010, the Las Vegas City Council revoked the Massage Establishment license of Oriental Angels Massage, another business owned and operated by Respondents within the city of Las Vegas.

SOLICITATION OF PROSTITUTION

On November 14, 2006, an undercover detective with the Las Vegas Metropolitan Police Department entered SHANGRI LA HEALTH CLINIC and agreed with one Zhan Di to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Di agreed to perform an act of oral copulation upon the detective for an additional $100. Ms. Di was arrested on a charge of Soliciting Prostitution. On February 5, 2008, Ms. Di was found guilty of the charge of Soliciting Prostitution.

On October 3, 2007, an undercover detective with the Las Vegas Metropolitan Police Department entered SHANGRI LA HEALTH CLINIC and agreed with one Miao Li to receive a massage. During the course of the massage, Ms. Li agreed to perform an act of manual masturbation upon the detective for an additional $70. Ms. Li was subsequently arrested on a charge of Soliciting Prostitution.

On February 13, 2009, an undercover detective with the Las Vegas Metropolitan Police Department entered SHANGRI LA HEALTH CLINIC and agreed with one Yong Qiao to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Qiao agreed to perform an act of manual masturbation upon the detective for an additional $60. Ms. Qiao was subsequently arrested on a charge of Soliciting Prostitution.

On December 17, 2009, an undercover detective with the Las Vegas Metropolitan Police Department entered SHANGRI LA HEALTH CLINIC and agreed with one Fengying Ma to receive a one-hour massage for the price of $70. During the course of the massage, Ms. Ma agreed to perform an act of manual masturbation upon the detective for an additional $50. Ms. Ma was subsequently arrested on a charge of Soliciting Prostitution.

. . . .

On May 15, 2010, an undercover detective with the Las Vegas Metropolitan Police Department entered SHANGRI LA HEALTH CLINIC and agreed with one Jia Yao to receive a half-hour massage for the price of $50. During the course of the massage, Ms. Yao agreed to perform an act of manual masturbation upon the detective for an additional $80. Ms. Yao was subsequently arrested on a charge of Soliciting Prostitution.

On August 12, 2010, Guang Han Liu, while employed as a massage therapist at SHANGRI LA HEALTH CLINIC, was arrested by an undercover detective with the Las Vegas Metropolitan Police Department on a charge of Soliciting Prostitution.

After each arrest, Respondent RAN was notified of the arrest of her employee for Soliciting Prostitution and of the violation of city ordinances regarding massage establishments.

REGULATORY ACTIONS

On July 21, 2010, the Las Vegas City Council conducted a hearing on a disciplinary complaint regarding Oriental Angels, another business operated by Respondents RAN ORIENTAL THERAPY'S LLC and JINLI RAN. The Council ordered the revocation of Massage Establishment License No. M03-00107-6-100306 as a result of prostitution-related activities taking place at the premises of Oriental Angels.

SUBSTANTIVE LAW

Las Vegas Municipal Code (LVMC) 6.02.330 provides [Unlawful Business Activity]:

> A licensee may be subject to disciplinary action by the City Council for good cause, which may, without limitation, include the following:
>
> . . . .
>
> (B) The licensee or any of its principals has been subject, in any jurisdiction, to disciplinary action of any kind with respect to a license, an approval for suitability, a permit or a work card to the extent that such disciplinary action reflects upon the qualification, acceptability or fitness of such licensee or principal
>
> . . . .
>
> (H) The business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being

conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance; or

(I) The licensee, any of its principals, their employees or those acting on their behalf failed to cooperate with the Director's efforts to enforce the provisions of this Code.

LVMC 6.02.350 provides [Acts and Omissions]:

A licensee under this Title shall be subject to disciplinary action not only for acts or omissions done by such licensee but also for acts and omissions done by the principals, managers, agents, representatives, servants or employees of such licensee.

LVMC 6.52.120 provides [Prohibited Activities]:

It is unlawful for a massage establishment licensee, or a principal or employee thereof, to do any of the following:

(A) Within a massage establishment, engage in or solicit sexual activity during the course of performing massage therapy on a person, with or without the consent of the person, including, without limitation, if the licensee, principal or employee:

(1) Made sexual advances toward the person;

(2) Requested sexual favors from the person; or

(3) Massaged, touched or applied any instrument to the breasts of the person, unless the person has signed a written consent form provided by the Nevada Board of Massage Therapists;

(B) Within a massage establishment, allow a massage therapist to engage in or solicit sexual activity in violation of Subsection (A) of this Section;

(C) Engage in false, deceptive or misleading advertising regarding the services available within a massage establishment, including, without limitation, false, deceptive or misleading advertising regarding the training that a massage establishment licensee, principal or employee has received.

NRS 201.354(1) provides [Solicitation of Prostitution]:

It is unlawful for any person to engage in prostitution or solicitation therefor, except in a licensed house of prostitution.

. . . .

LVMC 10.36.020(A) provides [Solicitation of Prostitution]:

> It is unlawful for anyone, other than a Peace Officer acting within the scope of his or her employment, to:
>
> (1) Commit, engage in, institute, solicit, offer or agree to commit an act of prostitution;
>
> (2) Attempt to commit, engage in, or institute an act of prostitution; or
>
> (3) Intentionally facilitate, allow, permit, encourage, procure, negotiate or provide a fee for an act of prostitution.

STANDARD OF EVIDENCE

LVMC 6.88.090 provides:

> (A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.
>
> (B) The respondent shall have the right to call and examine witnesses on his own behalf, cross-examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.
>
> (C) The respondent may be called and examined by the City.
>
> (D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony.

PENALTY

LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, revocation, refusal to renew, suspension, imposition of conditions or restrictions or civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence, or any combination of such actions, as the particular situation may require. The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees, resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available.

. . . .

ALLEGATIONS

COUNT ONE

It is alleged that between November 14, 2006 and present, Respondents RAN ORIENTAL THERAPY'S LLC d/b/a SHANGRI LA HEALTH CLINIC and JINLI RAN operated a business which constituted a public, private and chronic nuisance and which has been conducted in an unlawful, illegal and impermissible manner, to wit: creating, promoting, fostering, aiding, enabling, exercising deliberate indifference towards or failing to abate a public nuisance, private nuisance or chronic nuisance and permitting an environment in which solicitation of prostitution occurred in violation of the Las Vegas Municipal Code and Nevada Revised Statutes.

COUNT TWO

On July 21, 2010, Respondents RAN ORIENTAL THERAPY'S LLC and JINLI RAN were subjected to a disciplinary action by the Las Vegas City Council in the form of the revocation of a massage establishment license for Oriental Angels as a result of prostitution-related activities on the premises. The action of the Council reflects upon the qualifications, acceptability or fitness of RAN ORIENTAL THERAPY'S LLC and JINLI RAN.

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondents shall appear and show cause why the licenses that are the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

. . . .

. . . .

. . . .

. . . .

. . . .

. . . .

. . . .

. . . .

B. Grant such other and further relief as the Council deems appropriate.

DATED this 24th day of September, 2010.

RESPECTFULLY SUBMITTED:

By: _____
MARK R. VINCENT, Director
Finance and Business Services

BRADFORD R. JERBIC
City Attorney

By: _____
PHILIP R. BYRNES
Deputy City Attorney
Nevada Bar No. 166
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

RICHARD SEGERBLOM, ESQ.
Nevada Bar No.1010
700 South Third Street
Las Vegas, Nevada 89101
Telephone: (702) 388-9600
Facsimile: (702) 385-2909
rsegerblom@lvcoxmail.com
Attorney for Respondents

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BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

IN THE MATTER OF:
DEPARTMENT OF FINANCE AND BUSINESS SERVICES on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

RAN ORIENTAL THERAPY'S LLC, a Nevada limited liability company, d/b/a/ SHANGRI LA HEALTH CLINIC and JINLI RAN

Respondents.

RESPONDENTS' RAN ORIENTAL THERAPY LLC AND DR. JINLI RAN'S ANSWER

COMES NOW Respondents Ran Oriental Therapy LLC and Dr. Jinli Ran and submit their answer to the City of Las Vegas's Complaint for Disciplinary Action as follows:

ALLEGATIONS

COUNT ONE

Respondents deny the allegations in Count One.

COUNT TWO

Respondents deny the allegations in Count Two.

AFFIRMATIVE DEFENSES

The Allegations are impermissibly vague and deny Respondents 6th and 14th Amendment constitutional rights.

The Allegations are based upon arrests without any factual supporting evidence and as such do not provide reasonable grounds for depriving Respondents of their property interests.

FACTUAL REPLY IN SUPPORT OF RESPONDENTS' ANSWER

SOLICITATION OF PROSTITUTION

The charge of solicitation is based upon 6 incidents which occurred between November 14, 2006 and August 12, 2010. Other than the first incident when there was an actual conviction, the charges are based solely on the fact that a massage therapist was arrested. Obviously evidence of an arrest is not evidence of anything other than the fact that an uncover detective bothered to assert that something inappropriate happened. Evidence of an arrest is not proof that something illegal happened!

Furthermore, contrary to the City's allegation after the last arrest occurred the Respondent and her attorney attempted to meet with Detective Cindy May to learn about the charges. However, Detective May violated the Respondent's constitutional rights by refusing to allow her attorney to be present. This is an egregious violation which should not be countenanced by the City.

The fact is that Respondent Ran is a professional licensed acupuncturist and an outstanding member of our community. She has been targeted by Metro which appears to have a vendetta against massage parlors owned and operated by Chinese-Americans. Metro capitalizes on the fact that the massage therapists don't speak English and thus are incapable of disputing the assertions that the undercover detectives make.

Furthermore, the alleged crimes at issue are victimless crimes. There are no public complaints which have been filed against the Respondents. The arrests which are being used to justify this action should not be used to deprive a United States citizen, Nevada businesswoman, taxpayer and voter of her property interest and legitimate business.

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PRAYER FOR RELIEF

WHEREFORE, Respondents pray for the following relief:

1. That the Petitioner find that the charges are not supported by sufficient legally admissible evidence;

2. That the Petitioner reject the request to deprive the Respondents of their constitutionally protected property interest; and

3: Such other and further relief as the Petitioner may seek to award.

DATED this 4th day of November, 2010.

RICHARD SEGERBLOM, LTD.

Richard Segerblom, Esq.
Nevada Bar No. 1010
700 South Third Street
Las Vegas, Nevada 89101
Attorney for Respondents

CERTIFICATE OF MAILING

I hereby certify that on the 4th day of November, 2010, I served the foregoing RESPONDENTS' ANSWER by depositing a copy of same in the United States mail, postage fully prepaid, addressed as follows:

PHILIP BYRNES
Deputy City Attorney
Nevada Bar No. 166
400 Stewart Avenue, 9th Floor
Las Vegas, NV 89101
Attorneys for City of Las Vegas

Judi Girard, an employee of
RICHARD SEGERBLOM, ESQ.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
RESOLUTIONS:

R-73-2010 - Public hearing and possible action regarding a Resolution authorizing a medium-term loan in an amount not to exceed $10,848,700 for the purpose of financing energy conservation and renewable energy projects, and authorizing the officers of the City to execute documents related thereto and forward materials to the Department of Taxation - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,848,700
Funding Source: General Government CPF
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
The city, in accordance with NRS 350.087 to 350.095, requests approval for arranging a medium-term loan to finance energy conservation and renewable energy projects. Previously, Council approved installment-purchase agreements to finance these projects. Based on current market conditions, it is determined that a medium-term loan is the best mechanism to finance these projects. Repayment of the debt will be made with legally available funds of the city anticipated from cost savings generated from the projects.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-73-2010

Summary - a resolution authorizing medium-term obligations and the forwarding of materials to the State Department of Taxation.

RESOLUTION NO. R-73-2010

A RESOLUTION AUTHORIZING MEDIUM-TERM OBLIGATIONS FOR THE PURPOSE OF FINANCING ENERGY CONSERVATION AND RENEWABLE ENERGY PROJECTS; AND PROVIDING OTHER MATTERS IN CONNECTION THEREWITH AND THE EFFECTIVE DATE HEREOF.

WHEREAS, the City Council of the City of Las Vegas, Nevada (the "Council," the "City," and the "State," respectively) proposes to enter into one or more incur medium-term obligations of the City in the maximum aggregate principal amount of $10,848,700 pursuant to NRS 350.087 to 350.095, inclusive (the "Act"), in order to finance all or a portion of the cost to acquire, improve and equip building projects as defined in NRS 268.676, including without limitation, energy retrofit and renewable energy projects to existing buildings, street projects as defined in NRS 268.722, qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "Code") and qualified renewable energy facilities pursuant to Section 54C of the Code (collectively, the "Project"); and

WHEREAS, the Council has determined that legally available funds of the City will at least equal the amount required in each year for the payment of interest and principal on such incur medium-term obligations; and

WHEREAS, a notice of intention to act upon a resolution authorizing the medium-term obligations has been duly published in a newspaper of general circulation in the City not less than 10 days prior to the date hereof pursuant to NRS 350.087, and an affidavit evidencing such publication is attached as Exhibit C to this resolution; and

WHEREAS, all comments made at the public hearing held on the date of this resolution have been duly considered by the Council and the minutes of such public hearing are attached as Exhibit B to this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. This resolution is hereby designated as the "2010 Medium-Term Authorization Resolution".

Section 2. The Council hereby finds and determines that the public interest requires the issuance of medium-term obligations to finance the Project in an amount not to exceed $10,848,700.

Section 3. The facts upon which the finding stated in Section 2 above are:

(a) The Project will (i) promote the conservation of energy and reduce the use of fossil fuels by the City, (ii) promote the use of types of energy which are alternatives to fossil fuels, (iii) encourage the use of renewable energy facilities by the City and (iv) result in the reduction in the amount of money spent for energy used by the City.

(b) It is in the best interests of the City and its residents, and would best serve the public interest thereof, if the Project is now accomplished, thereby improving services to residents in the City without delay.

(c) It is not feasible to finance the Project from other funds of the City, among other reasons because of restraints on the City's budget for the current fiscal year and other demands on and needs for existing funds of the City.

Section 4. The City proposes to borrow a sum not to exceed $10,848,700 at an annual interest rate of approximately 5.00% (net of the federal subsidy expected to be received pursuant to the Code) to be repaid over a period of not more than 10 years. Such medium-term obligations shall be evidenced by the issuance by the City of negotiable notes or medium-term negotiable bonds (the "Obligations") which mature not later than 10 years after the date of issuance, and the interest rate shall not exceed by more than 3 percent the "Index of Twenty Bonds" which is most recently published in The Bond Buyer before bids are received or a negotiated offer is accepted. The weighted average term of the Obligations shall not exceed the estimated weighted average useful life of the Project being financed with the Obligations.

Section 5. The Obligations are not proposed to be repaid in whole or in part by the levy of a tax, which tax is exempt from the limitations on taxes ad valorem. The Obligations are anticipated to be repaid from other legally available funds of the City, including, without limitation, monies in the City's General Fund in the estimated annual amount of

$800,000 to $1,500,000 for a maximum period of 10 years and other legally available monies, including ad valorem taxes levied within the limitations provided in chapter 354 of NRS.

Section 6. The Chief Financial Officer of the City (the "CFO"), or designee, is hereby authorized to arrange for the issuance and sale of the Obligations in one or more series in an amount not to exceed $10,848,700 in such manner as shall be determined by the CFO, and to carry out the Project, subject to ratification by the Council, including but not limited to preparing and circulating a notice of sale or request for financing bids and/or a preliminary official statement, specifying the method of sale, the terms of the Obligations, the dates of sale, the final principal amount of the Obligations, the terms and repayment and security therefor, and other details of the Obligations. The Obligations shall be issued on such other terms and conditions as the Council determines, all as provided in the Act and NRS 350.500 to 350.720, inclusive, and as authorized by the CFO at the time of sale of the Obligations and thereafter ratified by the Council as set forth in resolutions or ordinances (the "Financing Ordinance"), and any other necessary details.

Section 7. The CFO, or designee, is authorized to update or amend the City's plan for capital improvements if necessary to reflect the Project and the Obligations and to file the information as required by NRS 350.013 to the extent required to comply with NRS 350.013.

Section 8. The officers of the City be and the same hereby are authorized and directed to take all action necessary to effectuate the provisions of this resolution, including, without limitation: (a) assembling financial and other information concerning the City, the Project and the Obligations, (b) forwarding all necessary documents to the Executive Director, Department of Taxation, Carson City, Nevada, and (c) preparing and circulating a request for proposals, a notice of sale for the Obligations, or both, in the forms specified by the CFO. The City represents that it is in compliance with the applicable provisions of law, including, without limitation, the provisions of chapter 354 of NRS.

Section 9. The City hereby declares its intent to reimburse the costs of the Project from the proceeds of the Obligations. This is a declaration of official intent under Regulation 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

Section 10. The Council hereby determines and declares that:

(a) The City intends to incur expenditures with respect to the Project prior to the incurrence of the Obligations and to reimburse those expenditures from the proceeds of the Obligations; and

(b) The payment of costs related to the Project and the reimbursement of such costs from the proceeds of the Obligations is consistent with the City's budgetary and financial circumstances as of the date of this Resolution. The City does not currently have moneys which are, nor does the City reasonably expect moneys to be, allocated on a long-term basis, reserved or otherwise available pursuant to the City's budget to pay the expenditures which the City intends to reimburse.

Section 11. The officers of the City be and the same hereby are authorized and directed to forward a certified copy of this resolution to the Executive Director, Department of Taxation, Carson City, Nevada.

Section 12. The CFO, or designee, shall, after arranging for the sale of the Obligations and after approval of the financing evidenced by the Obligations by the Executive Director of the Department of Taxation of the State of Nevada, present the proposed final terms of the Obligations to the Council for its approval by adoption of the Financing Ordinance.

Section 13. All resolutions, or parts thereof, in conflict with the provisions of this Resolution, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 14. If any section, paragraph, clause or other provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this resolution.

Section 15. This resolution, except for Sections 6, 7, 8, 9, 10, 11, 12 and 15 hereof shall be effective upon the passage and approval hereof. All other sections of this resolution shall become effective upon the approval hereof by the Executive Director of the Department of Taxation of the State of Nevada as provided in NRS 350.089.

PASSED AND ADOPTED BY AN AFFIRMATIVE VOTE OF AT LEAST TWO-THIRDS OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, THIS DECEMBER 1, 2010.

Mayor

Attest:

Clerk

Approved as to Form:

11/17/10

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, the duly chosen and qualified City Clerk of Las Vegas, Nevada (the "City"), do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council (the "Council") at a meeting held on December 1, 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 Council as follows:

Those Voting Aye:	
Mayor:	Oscar B. Goodman
Council members:	Stavros S. Anthony
	Ricki Y. Barlow
	Gary Reese
	Steven D. Ross
	Lois Tarkanian
	Steve Wolfson
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 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 Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statues ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, at the principal office of the 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 Council, to wit:

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

(iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the 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 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 the agenda notice so given of the meeting of the Council on December 1, 2010 is attached to this certificate as Exhibit A.

7. The minutes of the public hearing held immediately before the adoption of the resolution are attached hereto as Exhibit B.

8. A copy of the affidavit of publication evidencing publication at least 10

days in advance of the public hearing of the notice of intent to authorize medium-term obligations is attached hereto as Exhibit C.

IN WITNESS WHEREOF, I have hereunto set my hand this December 1, 2010.

_____

City Clerk

EXHIBIT A

(Attach Agenda Notice of Meeting)

EXHIBIT B

(Attach Minutes of Public Hearing)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Intention to Authorize Medium-Term Obligations)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
BOARDS AND COMMISSIONS:

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – Christopher Knight, Term Expires 12/17/2010

Fiscal Impact

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

PURPOSE/BACKGROUND:
The committee consists of five members to represent the residential construction, commercial development and construction industries, a public officer of the City who manages the fiscal affairs of the City, and a public officer of the Department of Building and Safety who oversees directly the operation of the Enterprise Fund. Appointments are recommended by the City Manager and approved by the City Council. Terms are for two years; no limit to the number of terms. Mr. Knight, Director of Building and Safety, is recommended for reappointment by the City Manager.

RECOMMENDATION:
The City Manager and Staff recommend the appointment of Mr. Chris Knight.

BACKUP DOCUMENTATION:
Current Listing and Authority

5/5/2010

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1. Mark Vincent **Public Officer who manages City Fiscal Affairs**	400 Stewart Avenue	89101	5-17-2006 **(Reapp. 4-16-2008)** **(Reapp. 5-5-2010)**	5-17-2012
2. Christopher Knight **Public Officer who oversees the operation of the Enterprise Fund**	731 South 4th Street	89101	12-17-2008	12-17-2010
3. Steve Quinn **Construction Industry**	1821 Western Avenue	89102	5-17-2006 **(Reapp. 4-16-2008)** **(Reapp. 5-5-2010)**	5-17-2012
4. Robert W. Potter **Commercial Development Industry**	11712 Siena Mist Avenue	89138	12-17-2008 **(Reapp. 5-5-2010)**	5-17-2012
5. James (Jim) Chachas **Residential Construction Industry**	Hobbs, Ong & Associates 3900 Paradise Road, Ste. 152	89169	5-2-2007	5-2-2011

******

AUTHORITY: Nevada Revised Statues (NRS)354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

TERM: 2 Years
No limit to number of terms
No City Residency Requirement

APPOINTED: 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:

- Residential Construction Industry
- Commercial Development Industry
- Construction Industry
- A Public Officer who manages fiscal affairs for the City of Las Vegas
- A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund

MEETINGS: Must meet at least twice per fiscal year, and additionally at the call of the Chairman.

NOTES: Members may name alternates from their respective organizations.

DEPT. SUPPORT: Christopher Knight Director, Building and Safety
Carmel Viado, Administrative Secretary, Building and Safety

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action regarding a First Amendment to the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency and Adopting the Amended By-Laws thereof - Wards 1, 3 and 5 (Tarkanian, Reese and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of the First Amendment to the Citizens Advisory Committee (CAC) is to clarify that the CAC members must live or work within the Las Vegas Redevelopment Agency area only. The CAC is to act in an advisory capacity and to provide input to the Redevelopment Agency (RDA) and the City of Las Vegas on matters relating to the RDA's proposed projects and programs. The CAC shall consist of nine members appointed by the City Council who serve without compensation. The Office of Business Development is still seeking qualified applicants. Members will be appointed at a later date.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Amendment to By-Laws for the City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency

FIRST AMENDMENT TO BY-LAWS
CITY OF LAS VEGAS
CITIZENS ADVISORY COMMITTEE
TO THE LAS VEGAS REDEVELOPMENT AGENCY
(REVISED DECEMBER 1, 2010)

I. NAME

The name of the organization shall be the Citizens Advisory Committee to the Las Vegas Redevelopment Agency ("Redevelopment Agency") and City of Las Vegas ("City") (hereinafter referred to as the "Committee").

II. PURPOSE

The purpose of the Committee is to act in an advisory capacity and to provide input to the Redevelopment Agency and the City on matters relating to the Redevelopment Agency's proposed projects and programs.

The Committee is to represent the interests of the residents of each City Ward with Redevelopment Plan areas, renters, home owners, business owners, real estate professionals, educators and other stakeholders in key decisions relating to the Redevelopment Agency's Area and the Redevelopment Plan. The Committee gives the Redevelopment Agency staff input on its proposed projects and programs. The Committee may also propose new programs and projects for the consideration of the staff of the Redevelopment Agency. The Committee may be briefed each year on how the Redevelopment Agency annual and five year budget is derived from the Redevelopment Area and applied to the Plan as regards projects and programs, and the Committee may be updated occasionally throughout the year on the status of tax increment revenues. The Committee may provide input and may make recommendations to City staff and the Redevelopment Agency concerning the Redevelopment Area, and areas now outside the Plan area suitable for possible consideration for redevelopment in the future.

III. MEMBERSHIP

A. Number of Members

The Committee shall consist of nine (9) members who shall be appointed by the Las Vegas City Council. Members shall serve without compensation.

B. Composition of Committee

The Committee shall consist of the following:

a. One (1) small business owner or storefront business owner, who is active and whose business address is located in the Redevelopment Area.

b. One (1) licensed real estate professional which may include a real estate attorney or realtor who is active in real estate transactions, financing, or analysis and whose business address is located within the Redevelopment Area.

c. One (1) member from the development business community which may include an architect, developer or contractor active in building or developing projects in the Redevelopment Area and whose business address is located within the Redevelopment Area.

d. One (1) member who is a resident homeowner or primary dweller of a single family home located within the Redevelopment Area

e. One (1) member who is an apartment renter or condominium owner and resides within the Redevelopment Area.

f. One (1) member who is an educator or community leader working to benefit children who resides in or primarily works in the Redevelopment Area.

g. One (1) Ward 1 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 1 Councilperson at the time of appointment.

h. One (1) Ward 3 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 3 Councilperson at the time of appointment.

i. One (1) Ward 5 Community member, who resides in or whose business address is located in the Redevelopment Area and is selected by the Ward 5 Councilperson at the time of appointment.

C. Training of Committee Members

All new committee members must successfully complete an initial several hour training course. All members will take an annual refresher training course to review the same material, and get updates on any new redevelopment and city materials, policies, procedures and information relevant to the Committee.

The training will be led by senior members of the redevelopment agency and city staff. The subjects covered will include the concepts of American redevelopment, basis for American state's redevelopment law, the specifics of Nevada redevelopment laws, the creation and development of this redevelopment agency, the redevelopment plan and its components, how redevelopment works,

downtown and urban planning, commercial corridor planning and retail development, and concepts of community planning.

D. Vacancy on Committee

Whenever there is a vacancy on the Committee or the term of a member expires, or is terminated, his or her successor shall have the necessary qualifications so that the composition of the Committee as required by Section IIIB is maintained. Any person appointed by the City Council to fill a vacancy shall serve until the end of the unexpired term of his predecessor.

E. Terms of Appointment

a. Each of the members of the commission shall serve a term of three (3) years, except the three (3) members of Section III B d., e., and f. of the initial Committee shall serve a term of two (2) years, and the three (3) members of Section III B. g., h., and i. of the initial Committee shall serve a term of one (1) year, so that the terms of the membership shall be staggered.

b. No member may serve more than two (2) full consecutive three (3) terms. If applicable, a partial initial term of less than three (3) years of an unexpired portion of a term to which a member is appointed to fill shall not count towards the two (2) full consecutive three (3) year terms.

F. Resignation of Members

Any member may resign at any time by delivering a written resignation to the Chairman or Secretary of the Committee. The acceptance of any such resignation shall not be necessary to make the same effective.

G. Termination of Membership

If any member attends fewer than fifty percent of the meetings held within the twelve month period following the member's appointment or an anniversary date thereof or, without excuse, attends fewer than seventy-five percent of the meetings held within the twelve month period following the member's appointment or anniversary date thereof without authorization of the Chairman or Secretary, the Committee shall send a letter to the member suggesting his resignation. If said resignation is not forthcoming, the Committee may recommend to the City Council that the member be removed from the Committee. Pursuant to LVMC Section 2.52.030, the City Council shall notify the member to appear at the next regularly scheduled meeting of the City Council to show cause why the member should not be removed from office .have authority to remove a member by providing written notice of termination of membership to the member.

IV. OFFICERS

The officers of the Committee shall consist of a Chairman, Vice Chairman and Secretary. The above officers shall constitute the Executive Board.

V. ELECTION OF OFFICERS

The Chairman, Vice Chairman and Secretary shall be elected annually at the first regular meeting of the calendar year, except that in the case of the election of the first officers of the Committee, said election may occur at any meeting of the Committee following the first meeting. The officers shall be elected by a majority of the Committee members present at said meeting, the notice of which shall have specified such election. Unless an officer resigns, dies or is removed prior thereto, he shall hold office until his successor has been chosen.

The Director of the Office of Business Development of the City of Las Vegas or his/her designee shall serve as the recording secretary of the Committee at meetings. The recording secretary shall have neither voting privileges nor authority to execute documents on behalf of the Committee. The presence of the recording secretary shall not count towards a quorum at any meeting.

VI. RESIGNATION OF OFFICERS

Any officer may resign at any time by delivering a written resignation to the Chairman or Secretary of the Committee. The acceptance of any such resignation shall not be necessary to make the same effective.

VII. REMOVAL OF OFFICERS

Any officer may be removed with or without cause at any time by the affirmative vote of a majority of the members present at a regular or special meeting of the Committee, the notice of which shall have specified the proposed removal.

VIII. VACANCIES OF OFFICERS

Any vacancy in an office of Chairman, Vice-Chairman or Secretary may be filled for the unexpired portion of the term by the Committee.

IX. DUTIES OF OFFICERS

A. Chairman

It shall be the duty of the Chairman to act as presiding officer at all meetings unless he is incapacitated or unable to attend for any other reason. The Chairman may appoint subcommittees as deemed necessary. The Chairman shall have authority to execute documents on behalf of the Committee.

B. Vice Chairman

It shall be the duty of the Vice Chairman to preside at any meeting of the Committee and execute documents of behalf of the Committee in the absence of the Chairman.

C. Secretary

It shall be the duty of the Secretary to administer the affairs of the Committee including the overseeing the preparation of the minutes of the meetings by the recording secretary and attesting the execution of documents by the Chairman or Vice-Chairman. In the event that both the Chairman and Vice Chairman shall be incapacitated or otherwise unable to attend any regular or special meeting, the Secretary shall appoint another member to act as Chairman for that particular meeting.

X. MEETINGS

The Chairman shall call meetings of the Committee with at least five (5) business days notice to Committee members. All meetings and notices of meetings shall be in compliance with the Open Meeting Law set forth in NRS Chapter 241. The Director of the Office of Business Development or designee will assist the Committee with the preparation of the notices and agendas of the meetings

XI. QUORUM

The attendance of five (5) voting members of the Committee shall constitute a quorum at any meeting.

XII. ACTIONS

All determinations by the Committee shall be made on the basis of a majority vote of the members present. Decisions shall be determined either by a voice vote or a showing of hands at the discretion of the Chairman, except that any member including the Chairman shall have the right to demand a roll call vote upon any question. If a roll call is demanded, the specific vote of each member on the particular question shall be recorded in the Minutes of the meeting. Any tie vote shall constitute no action and a new motion may be made on the question at the same meeting. A second to a motion duly made is not required and all motions shall be voted upon. Robert's Rules of Order shall prevail in all cases that are not otherwise provided for in these By-Laws.

XIII. VOTING PRIVILEGES

All members of the Committee, including the Chairman, shall vote on all motions or resolutions presented before the Committee, unless a member(s) has a conflict of interest, in which instance said member(s) shall abstain from voting. All members shall have the right to make a motion.

XIV. CONSTRUCTION OF BY-LAWS

Whenever the context so requires, the masculine shall include the feminine and neuter and the singular shall include the plural, and conversely. If any portion of these By-Laws shall be valid or inoperative, then so far as it is reasonable and possible:

A. The remainder of these By-Laws shall be considered valid and operative, and

B. Effect shall be given to the intent manifested by the portion held invalid or inoperative.

XV. ADOPTION AND AMENDMENTS

A. Adoption

These rules shall be adopted by a majority vote of the Las Vegas City Council at which the By-Laws are scheduled at a regular meeting for approval.

B. Amendments

These rules may be amended at any time by a majority vote of the members present at a Committee meeting provided such Amendments are not inconsistent with or in conflict with the City Charter or any Ordinance of the City of Las Vegas and provided further that any proposal to amend the Rules shall be presented to the Committee at a regular meeting, discussed and tabled, and be included on the Agenda for action by the Committee at the next regular meeting.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-46 – Updates the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise. Proposed by: Beverly K. Bridges, City Clerk

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill represents a periodic housekeeping measure to update the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County election Department, as a result of annexations or otherwise.

RECOMMENDATION:
ADOPTION at 12/1/2010 City Council meeting pursuant to the 11/16/2010 Recommending Committee.

First Reading – 11/3/2010; First Publication – 11/19/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-46
2. Business Impact Statement

BILL NO. 2010-46

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE DESCRIPTION OF CERTAIN CITY WARD BOUNDARIES TO REFLECT CHANGES IN PRECINCT NUMBERS OR DESCRIPTIONS MADE BY THE CLARK COUNTY ELECTION DEPARTMENT, AS A RESULT OF ANNEXATIONS OR OTHERWISE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Beverly K. Bridges, City Clerk

Summary: Updates the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 1, Chapter 16, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.030: Ward No. 2 shall consist of that area of the City which is encompassed within election precinct numbers 3041, 3089, 3090, 3129, 3130, 3219, 3225, 3227, 3228, 3229, 3320, 3321, 3322, 3326, 3340, 3341, 3342, 3343, 3344, 3345, 3350, 3351, 3352, 3353, 3354, 3355, 3360, 3361, 3362, 3363, 3364, 3365, 3366, 3370, 3371, 3372, 3373, 3374, 3375, 3380, 3381, 3382, 3385, 3386, 3541, 3544, 3557, [and] 3565[.] and 3576.

SECTION 2: Title 1, Chapter 16, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.050: Ward No. 4 shall consist of that area of the City which is encompassed within election precinct numbers 2048, 2300, 2301, 2305, 2306, 2310, 2313, 2321, 2322, 2324, 2342, 2344, 2345, 2900, 3034, 3035, 3036, 3037, 3038, 3040, 3042, 3214, 3217, 3220, 3383, 3384, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3400, 3401, 3402, 3403, 3404, 3411, 3412, 3413, 3414, 3415, 3416, 3417, 3418, 3420, 3421, 3422, 3423, 3424, 3425, 3430, 3431, 3432, 3434, 3435, 3436, 3442, 3443, 3446, 3450, 3452, 3453, 3454, 3463, 3464, 3465, 3466, [and] 3903[.] and 3986.

SECTION 3: Title 1, Chapter 16, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.070: Ward No. 6 shall consist of that area of the City which is encompassed within election

precinct numbers 2037, 2044, 2047, 2052, 2323, 2325, 2326, 2328, 2329, 2338, 2346, 2350, 2351, 2352, 2353, 2354, 2355, 2357, 2947, 2948, 2956, 3469, 3470, 3471, 3472, 3481, 3482, 3483, 3485, 3486, 3490, 3491, 3494, 3495, 3498, 3500, 3501, 3502, 3505, 3506, 3507, 3508, 3509, 3510, 3514, 3520, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3556, 3566, 3569, 3572, 3573, 3574, 3575, 3600, 3601, 3602, 3603, 3604 and 3938.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

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

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 10-20-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2010-46
(Updates the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-46, that will update the description of certain City ward boundaries to reflect changes in precinct numbers or descriptions made by the Clark County Election Department, as a result of annexations or otherwise.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: October 20, 2010

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-47 – Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto. Proposed by: Greg Gammon, Chief of Fire and Rescue

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt as the City's Fire Code the International Fire Code, 2009 Edition, as amended by two additional documents: the Southern Nevada Amendments (area-wide consensus provisions) and a Supplemental Document containing amendments particular to the City of Las Vegas. The International Fire Code, as amended, will replace the NFPA 1, Uniform Fire Code, 2003 Edition, as adopted by the City previously. Although the NFPA 1 Code has served the City well, the International Fire Code is a better match with the building code and other related codes adopted by the City.

RECOMMENDATION:
ADOPTION at 12/1/2010 City Council meeting as a First Amendment pursuant to the 11/16/2010 Recommending Committee.

First Reading – 11/3/2010; First Publication – 11/19/2010

BACKUP DOCUMENTATION:
1. Bill No. 2010-47
2. Southern Nevada Fire Code Amendments
3. Supplemental Document
4. Bill No. 2010-47 First Amendment
5. Southern Nevada Fire Code Amendments – First Amendment
6. Supplemental Document – First Amendment
7. Business Impact Statement

BILL NO. 2010-47

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AS THE CITY'S FIRE CODE THE INTERNATIONAL FIRE CODE, 2009 EDITION, TOGETHER WITH LOCAL MODIFICATIONS AND SUPPLEMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Greg Gammon, Chief of Fire and Rescue

Summary: Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 16, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 16, Chapter 16, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 10, reading as follows:

16.16.010: (A) Those certain documents that are designated as follows, and copies of which are on file in the office of the City Clerk, are hereby adopted by reference as Parts I, II and III of the Fire Code of the City and of this Chapter:

(1) As Part I of this Chapter, the International Fire Code, 2009 Edition (hereinafter "IFC, 2009 Edition"), as promulgated by the International Code Council, together with Appendices A and F thereof;

(2) As Part II of this Chapter, the Southern Nevada Fire Code Amendments, amending, modifying, adding to and deleting certain provisions of the IFC, 2009 Edition; and

(3) As Part III of this Chapter, a Supplemental Document amending, modifying, adding to and deleting certain provisions of the Southern Nevada Fire Code Amendments and the IFC, 2009 Edition.

(B) If a conflict exists between:

(1) Any provision of the IFC, 2009 Edition, as modified or supplemented by the Southern Nevada Fire Code Amendments and the Supplemental Document, and

(2) Any other code or ordinance adopted by the City,

➥the more stringent requirement providing the greatest safety from fire shall prevail.

SECTION 3: The Southern Nevada Fire Code Amendments and the Supplemental Document referred to in Section 2 of this Ordinance are attached hereto and incorporated by this reference.

SECTION 4: For purposes of convenience, administration and enforcement, the Department of Fire and Rescue, following the adoption of this Ordinance, is authorized to publish a document that combines and coordinates the provisions adopted in Section 2 of this Ordinance as Parts II and III of the City's Fire Code and LVMC Chapter 16.16.

SECTION 5: The NFPA 1, Uniform Fire Code, 2003 Edition, together with its corresponding Supplement Document, are hereby repealed in their entirety. However, for transition purposes, the Department of Fire and Rescue, in its discretion, may apply the provisions of those documents to structures and facilities whose plans have been processed under the provisions of those documents.

SECTION 6: In connection with Section 113 of the IFC, 2009 Edition, the City Council is authorized to adopt, by means of resolution, a fee schedule for permits and services pertaining to the administration and enforcement of the Fire Code as adopted by the City. Upon the adoption of such a resolution, the fee schedule so adopted shall replace and supersede all fee schedules adopted in connection with previous fire codes. The fee schedule may be amended from time to time by means of resolution.

SECTION 7: Under the supervision of the Chief of Fire and Rescue, the Fire Prevention Division of the Department of Fire and Rescue shall enforce the regulations of the State Fire Marshal.

SECTION 8: This Ordinance shall become effective on January 1, 2011.

SECTION 9: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the

City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 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 10-20-10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Consistent with the City's sustainability efforts to reduce paper use, original backup documentation pertaining to this item can be viewed by referring to the November 3, 2010 City Council meeting, Item 54. Subsequently, this backup has been replaced by the First Amendment documentation attached herewith.

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FIRST AMENDMENT

BILL NO. 2010-47

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AS THE CITY'S FIRE CODE THE INTERNATIONAL FIRE CODE, 2009 EDITION, TOGETHER WITH LOCAL MODIFICATIONS AND SUPPLEMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Greg Gammon, Chief of Fire and Rescue

Summary: Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

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(2) As Part II of this Chapter, the Southern Nevada Fire Code Amendments, amending, modifying, adding to and deleting certain provisions of the IFC, 2009 Edition; and

(3) As Part III of this Chapter, a Supplemental Document amending, modifying, adding to and deleting certain provisions of the Southern Nevada Fire Code Amendments and the IFC, 2009 Edition.

(B) If a conflict exists between:

(1) Any provision of the IFC, 2009 Edition, as modified or supplemented

by the Southern Nevada Fire Code Amendments and the Supplemental Document, and

(2) Any other code or ordinance adopted by the City,

➥the more stringent requirement providing the greatest safety from fire shall prevail.

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SECTION 10: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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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 11/18/10
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 amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

Southern Nevada Fire Code Amendments

Southern Nevada Fire Code Committee

Clark County – Henderson - Las Vegas – North Las Vegas

FINAL CONSENSUS

September 1, 2010

Table of Contents

International Fire Code 15

101.2.1 15
102.7.1 15
104.9 15
105.1.4 16
105.3.1 16
105.6.23 17
105.6.40 17
105.6.47 thru 105.6.61 17
105.7.1 18
105.7.3 18
105.7.4 19
105.7.5 19
105.7.11 19
105.7.15 thru 105.7.24 19
108 20
111.4 20
201.3 21
202 21
202 21
307.2 25
307.4.1 25
307.4.4 25
308.1.4 25
311.2.2 26
314.3 26
318.1 26
318.2 26
318.3 27
318.4 28
318.5 28
319 29
320 30
321 31
401.3.2 33

401.9 33
503.1.1 34
503.2.1 34
503.2.3 35
503.2.4 35
503.2.7 35
503.2.8 35
503.3 35
503.4.1 36
503.6 36
505.1 37
505.3 37
507.1 37
507.5.7 37
508.1.3 38
508.1.5 38
510 39
603.1.4 40
606.1 40
606.5 40
606.6 40
606.7 41
606.11 41
607.1 41
607.4 41
609.3.5 42
609.3.6 42
806.1.1 42
807.4.1 42
901.2.2 42
901.2.3 43
901.6 44
901.6.2 44
901.6.3 44
901.9 45
903.1.1 45
903.2 45
903.2.3 46

903.2.8 46
903.2.9 46
903.2.11.5 47
903.2.11.7 47
903.3.1.1.1 47
903.3.1.2 47
903.3.1.3 47
903.3.8 48
903.3.5.2 48
903.4 48
903.4.1 48
903.4.2 49
903.4.3 49
904.2 49
904.11.6.2 50
905.3.1 50
905.3.2 50
905.3.8 51
905.4 51
905.4.1 51
905.5 52
905.5.3 52
905.9 52
906.1 52
906.2 52
907.1 53
907.1.2 53
907.1.4 55
907.2 55
907.2.3.1 55
907.2.7.1 56
907.2.8.2 56
907.2.9.1 56
907.2.9.1.1 57
907.2.13 57
907.2.13.1.1 57
907.2.13.2 58
907.2.13.3 58
907.2.13.4 58

907.4.1 58
907.5.1 59
907.5.2 59
907.6.2.1.1 59
907.6.2.1.1.1 59
907.6.2.1.2 60
907.6.2.3 60
907.6.2.3.1 60
907.7.3.1 60
907.7.5 61
907.7.5.2 61
907.7.6 62
907.7.7 62
907.7.8 62
907.9 63
908.7 63
909.4.6 63
909.5.2 63
909.16 64
909.17 66
909.18.8.3 66
909.18.10 66
909.20 66
909.20.4 67
909.20.5 67
910.3.2.2 67
910.3.5 67
912.3.2 67
913.1.1 67
913.1.2 68
913.2.1 68
913.2.1.1 68
913.2.2 68
914.4.1 68
914.6.1 68
915 69
916 69
1008.1.9.7 71

1011.6 71
1015.2.2 71
1028.6.2.3 71
1102.1 72
1107.1 72
1108 72
1409.1 76
1412 76
2206.2.3 77
2301.3 77
2306.6.1.2 78
2308. 2.2 78
2403.9 78
2701.4 78
2701.5.1 78
2701.5.2 79
2702 79
2703.2.2.1 79
2703.5 80
2703.8.3.5 81
2703.8.8 81
2703.11 81
2703.11.1.1 81
3001.1 81
3006.5 82
3006.6 83
3301.1.3 83
3301.2.2 83
3301.2.4 84
3301.2.4.1 84
3301.2.4.2 84
3301.5 84
3303.8 84
3304.1 85
3304.6.5 85
3304.7.1 85
3305.1 86
3307.3 86
3307.4 87

3307.5 87
3307.6 87
3307.13 87
3307.13.1 88
3307.14 88
3308.1 88
3404.2.13.1.3 89
3404.2.13.1.4 89
3404.5 89
3406.2.4 91
3406.5.4.5 91
3506.2 91
3804.2 91
4603.6 92
4604.23 92
47 92
Appendix B 93
Appendix C 93
Appendix E 95
Appendix J 96
Appendix K 103
NFPA 10 106
6.1.3.2 106
6.1.3.10.1 106
6.2.1.3.1.1 106
6.6.3 107
6.6.4 107
NFPA 13 108
5.3.2 108
6.1.3 108
6.2.9.7.1 108
6.3.1.1.1 108
6.8.1.4 108
6.9.1 108
6.9.1.1 109
6.9.1.2 109
6.9.3.1 109
6.9.3.2 109

6.9.3.3 109
6.9.3.4 109
6.9.3.5 109
7.1.3 110
7.2.3.1 110
A.7.2.3.1 110
7.2.3.3 110
7.2.3.4 110
7.2.3.5 110
7.2.7 110
7.3.2.3.1.3 110
7.6.2.4 111
7.6.2.4.1 111
7.10.2.2 111
7.10.2.6 111
7.10.3.1 111
8.2.4 111
8.2.6 111
8.2.7 111
8.3.3.1 112
8.6.4.1.1.3 112
8.8.4.1.1.4 112
8.14.6 112
8.15.1.2.1* 112
8.15.1.2.1.2 113
8.15.1.2.2 113
8.15.1.2.10 113
8.15.1.2.11 113
8.15.1.2.16 113
8.15.1.2.17 113
8.15.5.1 114
8.15.5.2 114
8.15.5.3 114
8.15.5.4 114
8.15.5.5 114
8.15.5.6 114
8.15.7.1 114
8.15.7.2 114
8.15.7.3 115

8.15.8.1.1 115
8.15.8.2 115
8.15.10.1 115
8.15.10.3 115
8.15.14.1 115
8.15.14.2 116
8.15.14.3 116
8.15.14.4 116
8.15.19.1.1 116
8.15.19.1.2 116
8.15.19.1.3 116
8.15.19.1.4 116
8.15.22.3 116
8.15.23 117
8.16.1.1.1.4 117
8.16.1.1.1.5 117
8.16.1.1.1.6 117
8.16.1.1.2.1 117
8.16.1.1.2.3 117
8.16.4.1.6 117
8.17.1.1 117
8.17.2.3 118
8.17.2.7 118
9.1.3.9.3 118
9.1.3.9.4 118
9.2.1.3.3.4 118
9.3.5.6.2 118
10.1.5 118
11.2.3.1.4(4) 119
11.3.1.1 119
11.3.1.3 119
11.3.3.1 120
11.3.3.3 120
11.3.4 120
11.3.5 120
12.9.2 121
21.15.2.2.1.3.3 121
21.38 121

22.1.3 123
22.2.1 125
22.2.1.1 125
22.4.1.6 125
22.4.1.7 125
24.2.3.2.2 125
24.2.3.2.2.1 125
24.5.1 125
24.6.1 126
NFPA 13D 127
1.1 127
3.3.9.3 127
3.3.9.4 127
4.1.1 127
4.7 127
6.2.3.1 128
6.3.1 128
6.3.1.1 128
6.5 128
6.6 129
7.1.1 130
7.1.2 130
7.7 131
7.8 131
8.1.1.2.2 131
8.1.3.1.2 131
8.6.4.1 131
8.6.5 131
8.7 132
NFPA 13R 134
1.1 134
5.1.3 134
5.2.1 134
6.4.4 134
6.6.4 134
6.6.5 134
6.6.6.1 134
6.6.7 135

6.7.2.2.2 135
6.8.2 135
6.15 135
7.1.1.4 135
7.5 136
8.1.7 137
NFPA 14 139
3.3.5 139
4.2.3.2 139
4.6.1.1.1 139
4.8.2 139
4.8.2.3 139
5.2.1.2.1 139
5.2.1.2.2 139
6.1.2.2.1 140
6.3.2.1 140
6.3.7.1 140
6.4.5.2.2 140
6.4.5.3 140
6.4.5.3.1 140
7.2.1 140
7.2.3.2 141
7.2.3.4 141
7.2.4 141
7.3.2 142
7.3.2.2 142
7.3.3.1 142
7.4 143
7.8.1 143
7.8.1.1 143
7.9.1.3 143
7.11.1.1 143
7.11.1.3 143
7.12.1.1 143
7.12.2.1 143
7.12.3 144
7.12.3.1 144
8.1.1 144

8.1.6 144
12.7.2 146
NFPA 20 147
3.3.24 147
4.1.3 147
4.10.1.1 147
4.10.2.1 147
4.12.1.1.1 147
4.12.1.1.2 147
Table 4.12.1.1.2 147
4.12.1.3 148
4.12.2.1.1 148
4.12.3.1 148
4.12.4 148
4.14.4.1 148
5.1.1.3 149
9.3.1 149
9.3.4 149
10.2.1 149
10.4.7.1.1 149
12.2.1 149
12.4.2.1.1 149
NFPA 22 151
5.1.1.1 151
14.4.1 151
14.4.2 151
14.5.5 151
14.8.1 151
NFPA 24 152
6.5.2 152
NFPA 72 153
3.3.7.2 153
3.3.95.4.2 153
10.5.5.1 153
10.15 153
10.16.1 153
12.2.4 154
17.5.3.1 154

17.5.3.1.6 154
17.6.3.5.2 155
17.7.3.1.3 155
17.12.2 155
18.3.2.4 155
18.4.1.4 156
18.4.1.5 156
18.4.1.7 156
A.18.4.1.7 157
18.4.1.8 157
18.4.1.9 157
18.4.1.10 157
18.5.4.3.2 157
18.5.4.5.2 158
18.5.6 158
21.3.5 158
21.7.2 158
21.7.4 158
23.2.2.4 159
23.7.4 159
23.8.4.8 160
23.8.5.1.2 160
23.8.5.9.1 161
23.8.5.9.3 161
23.8.5.9.4 161
23.8.6.2 161
23.8.6.2.3 161
23.8.6.2.4 161
23.8.6.3.2 161
24.4.1.8.3 162
24.4.1.9.4 162
26.4.5.4 162
26.4.6.1.1 162
26.6.3.1.4.3 162
29.8.2.2 162
NFPA 86 164
NFPA 160 165
5.5.1(3) 165

7.1.4 165
8.1.3 165
NFPA 385 166
9.2.3 166
9.2.3.1 166
9.3.3 166
NFPA 407 167
5.3.4 167
5.10.1 167
5.12.3 167
5.13.4 167
NFPA 1126 168
8.1.6.1 168
8.1.6.2 168
NFPA 2001 169
5.1.1 169
5.1.2.2 (23) 169
5.1.2.2 (28) 169
5.3.6 169

International Fire Code

101.2.1

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

The following appendices are hereby adopted and are a part of this code:

Appendix B – Fire-flow requirements for buildings, as amended

Appendix C – Fire hydrant locations and distribution, as amended

Appendix H – Hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) instructions

Appendix J – Emergency responder radio coverage system, as amended

Appendix K – Proprietary(self) monitoring, as amended

102.7.1

102.7.1 Local codes. The revised locally adopted codes listed below shall replace the listed referenced documents. References contained herein shall refer to the locally adopted codes.

IBC-09 2009 International Building Code

IMC-09 International Mechanical Code is replaced with 2009 Uniform Mechanical Code

IPC-09 International Plumbing Code is replaced with 2009 Uniform Plumbing Code

IRC-09 2009 International Residential Code

104.9

104.9 Alternative materials and methods. The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been approved. The *fire code official* is authorized to approve an alternative material or method of construction where the *fire code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purposes intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. The *fire code official* is authorized to require design submittals to be prepared by, and bear the stamp of, a Nevada registered design professional.

105.1.4

105.1.4 Certificate of Insurance. A valid Certificate of Insurance shall be submitted to, or be on file with, the *fire code official* when applying for a permit to conduct specific operations.

Exception: The requirement for an insurance certificate may be waived by the fire code official's Risk Manager.

105.1.4.1 Certificate Information Required. The certificate shall be issued by an insurance company authorized to conduct business in the State of Nevada, or be named on the list of authorized insurers maintained by the Nevada Department of Business and Industry, Division of Insurance.

The following information shall be provided on the certificate:

1. The contractor shall be named as the insured. If the insurance is provided by an individual, company or partnership other than the contractor, the contractor shall be named as an additional insured.
2. "*insert name of jurisdiction* it's agents, employees and volunteers" shall be named as both an additional insured and certificate holder
3. General liability limits, including contractual liability, in the minimum amounts specified below of the specific operation being conducted:
    a. To erect temporary membrane structures, tents, or canopies. See Chapter 24 $2,000,000.
    b. To use explosive materials or to conduct pyrotechnic displays. See Chapter 33 $5,000,000
    c. To operate a special amusement building. See Chapter 9. $2,000,000.

105.1.4.2 Additional Insurance. Greater liability insurance amounts may be required in certain cases (such as building implosions) as deemed necessary by the *fire code official*.

105.3.1

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit, not exceeding one year from date of issuance. Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee to recommence work, if any, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded one year. Permits are not transferable and any changes in occupancy, operation, tenancy or ownership shall require a new permit to be issued.

105.6.23

105.6.23 Hot work operations. An operational permit is required for hot work including, but not limited to:

1. Public exhibitions and demonstrations where hot work is conducted.
2. Use of portable hot work equipment inside, upon, or within 10 feet of a structure.

   Exception: Work that is conducted under a construction permit.
3. Fixed-site hot work equipment such as welding booths.
4. Hot work conducted within a hazardous fire area.
5. Application of roof coverings with the use of an open-flame device.
6. When approved, the *fire code official* shall issue a permit to carry out a Hot Work Program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 26. These permits shall be issued only to their employees or hot work operations under their supervision.

105.6.40

105.6.40 ~~Rooftop~~ Heliports, Helistops, and Emergency Landing Pads. An operational permit is required for the operation of a ~~rooftop~~ heliport, helistop, and/or emergency landing pad. See Chapter 11 and NFPA 418

105.6.47 thru 105.6.61

105.6.47 Emergency responder radio coverage system. An operational permit is required to operate an emergency responder radio coverage system regulated by Chapter 5 and Appendix J.

105.6.48 Filming. An operational permit is required to film, or broadcast at a public studio, production location, or sound stage. See Section 321.

105.6.49 Fire Pumps. An operational permit is required for facilities that contain a fire pump. See Chapter 9 and NFPA 20

105.6.50 Fire Suppression and Extinguishing Systems. An operational permit is required for facilities that contain a fire suppression or extinguishing system. See Chapter 9

105.6.51 Firewood. An operational permit is required to store firewood in excess of 50 cords. See Chapter 19

105.6.52 Flame effects. An operational permit is required to produce combustion through the use of flammable solids, liquids, or gases to produce thermal, physical, visual, or audible phenomenon for entertainment, exhibition, demonstration or simulation. See NFPA 160

105.6.53 Mobile fueling site. An operational permit is required to operate each site where mobile fueling takes place. See Chapter 34

105.6.54 Mobile fueling vehicle. An operational permit is required to operate a mobile fueling vehicle. See Chapter 34

105.6.55 Monitoring facilities. An operation permit is required for any facility that remotely monitors electronic signals initiated by fire protection systems such as central or supervising facilities.

105.6.56 Proprietary /self-monitoring. An operational permit is required to operate an onsite proprietary (self) monitoring fire alarm system. See Appendix K.

105.6.57 Smoke Control System. An operational permit is required for facilities that have smoke control systems.

105.6.58 Smoke Removal Systems. An operational permit is required for facilities that have smoke removal systems.

105.6.59 Special Activity. An operational permit is required at locations that operate Christmas trees, pumpkin patch lots, and similar activities. See Section 320.

105.6.60 Tire storage An operational permit is required to store tires in excess of 1,000 cubic feet (28.3 m^3). See Chapter 25

105.6.61 Wood pallets. An operational permit is required to store or rehabilitate pallets in an area exceeding 500 sq. ft. (46 m^2) See Section 319.

105.7.1

105.7.1 Automatic fire-extinguishing systems.

A construction permit is required for the following:

1. Installation of or modification to an automatic fire-extinguishing system.
2. Replacement of recalled fire protection components.

Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.3

105.7.3 Compressed gases. When the compressed gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify *a compressed gas system.*

Exceptions:

1. Routine maintenance.
2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

A construction permit is required to install, extend, alter, or modify a medical gas system.

Exception: Level 3 compressed air and/or piped vacuum systems as defined by NFPA 99, *Standard for Health Care Facilities.*

105.7.4

105.7.4 Cryogenic fluids. A construction permit is required for installation of or alteration to ~~outdoor~~ stationary cryogenic fluid storage systems and for fog effect systems that utilize CO^2 or cryogenic fluids where the system capacity exceeds the amounts listed in Table 105.6.8 or Table 105.6.10. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.5

105.7.5 Fire alarm and detection systems, ~~and~~ related equipment and dedicated function fire alarm systems (i.e., monitoring). A construction permit is required for the following:

1. Installation of or modification ~~to fire alarm and detection systems and related equipment~~ (including but not limited to: extending; reprogramming; upgrading field programmable EPROM, or altering) to fire alarm and detection systems, related equipment, and dedicated function fire alarm systems.
2. Replacement of recalled fire protection components.
3. Control equipment replacement.

Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

105.7.11

105.7.11 ~~Private~~ Fire Hydrants and Associated Supply Piping. A construction permit is required for the installation or modification of ~~private~~ fire hydrants, including temporary hydrants, and the associated supply piping.

105.7.15 thru 105.7.24

105.7.15 Access gates. A construction permit is required for the installation of or modification to each access gate (including both manual and automatic gates) obstructing a fire apparatus access road. See Chapter 5

105.7.16 Emergency responder radio coverage system. A construction permit is required for installation of or modification to emergency responder radio coverage systems and related equipment regulated by Chapter 5 and Appendix J. A construction permit shall be issued prior to commencing the installation.

105.7.17 Fire apparatus access road plan. A construction permit is required for the installation of or modification to a fire apparatus access road required for access to a protected premise. See Chapter 5 and Appendix C

105.7.18 Fire Protection Report. A permit is required for the review and approval of a Fire Protection (Life Safety) Report. See Chapter 9.

105.7.19 Proprietary(self) monitoring facilities. The *Fire code official* is authorized to require a construction permit for the installation of or modification to an onsite proprietary (self) monitoring facility. See Appendix K

105.7.20 Heliports, Helistops, and Emergency Landing pads. A construction permit is required for the installation of or modification to a heliport, helistop, and/or emergency landing pad. See Chapter 3 and NFPA 418

105.7.21 Refrigeration systems. A construction permit is required for installation of a mechanical refrigeration system covered by Section 606.

105.7.22 Smoke Control System. A construction permit is required for the installation of or modification to a smoke control system. See Chapter 9

105.7.23 Smoke Removal System. A construction permit is required for the installation of or modification to a smoke removal system. See Chapter 9

105.7.24 Water tanks A construction permit is required for the installation of or modification to a water tank used for supply of a fire protection system. See Chapter 9 and NFPA 22.

Exception: Permits are not required for installation of tanks controlled by a water purveyor governed by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise.

108

~~SECTION 108~~

~~BOARD OF APPEALS~~

~~108.1 Board of appeals, established. In order to hear and decide appeals of orders, decisions or determinations made by the *fire code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the governing body and shall hold office at its pleasure. The *fire code official* shall be an ex officio member of said board but shall have no vote on any matter before the board. The board shall adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *fire code official*.~~

~~108.2 Limitations on authority. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.~~

~~108.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to hazards of fire, explosions, hazardous conditions or fire protection systems and are not employees of the jurisdiction.~~

111.4

111.4 Failure to comply. Any person who shall continue any work after being served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as determined by the authority having jurisdiction. ~~of not less than ( ) dollars or more than ( ) dollars.~~

201.3

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the ~~International Building Code, International Fuel Gas Code, International Mechanical Code or International Plumbing Code, or~~ other codes adopted by this jurisdiction, such terms shall have the meanings ascribed to them as in those codes.

202

FALSE ALARM is the activation or reporting of an alarm for which no such alarm condition, fire or emergency actually exists. Additionally, False Alarm is the willful and knowing initiating or transmission of a signal, message or other notification of an event of fire when no such danger exists.

SMOKE CONTROL, DEDICATED SYSTEMS. Dedicated smoke-control systems are intended for the purpose of smoke control only. They are separate systems of air moving and distribution equipment that do not function under normal building operating conditions. Upon activation, these systems operate specifically to perform the smoke-control function.

SMOKE CONTROL, NON-DEDICATED SYSTEMS. Non-dedicated systems are those that share components with some other system(s) such as the building HVAC system. Activation causes the system to change its mode of operation to achieve the smoke-control objectives.

202

Group I-4, day care facilities. This group shall include buildings and structures occupied by persons of any age who receive custodial care for less than 24 hours by individuals other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. A facility such as the above with ~~five~~ six or fewer persons shall be classified as a Group R-3 or shall comply with the *International Residential Code* in accordance with Section 101.2 of the *International Building Code*. Places of worship during religious functions are not included.

Adult care facility. A facility that provides accommodations for less than 24 hours for more than five unrelated adults and provides supervision and personal care services shall be classified as Group I-4.

> **Exception:** Where the occupants are capable of responding to an emergency situation without physical assistance from the staff, the facility shall be classified as Group R-3.

Child care facility. A facility that provides supervision and personal care on less than a 24-hour basis for more than ~~five~~ six children 2½ years of age or less shall be classified as a Group I-4.

Exception: A child day care facility that provides care for more than ~~five~~ six but no more than 100 children 2½ years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these childe care rooms has an exit door directly to the exterior, shall be classified as Group E.

Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the *International Residential Code* in accordance with Section 101.2 of the *International Building Code*. Residential occupancies shall include the following:

R-1 Residential occupancies containing sleeping units where the occupants are primarily transient in nature, including:

Boarding houses (transient)

Hotels (transient)

Motels (transient)

Congregate living facilities (transient) with 10 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-2 Residential occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature, including:

Apartment houses

Boarding houses (nontransient)

Condominiums (nontransient)

Convents

Dormitories

Fraternities and sororities

Hotels (nontransient)

Live/work units

Monasteries

Motels (nontransient)

Vacation timeshare properties

Congregate living facilities with 16 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*.

Adult care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours.

Child care facilities that provide accommodations for ~~five~~ six or fewer persons of any age for less than 24 hours.

Congregate living facilities with 16 or fewer persons.

Adult care and child care facilities that are within a single-family home are permitted to comply with the *International Residential Code*.

R-4 Residential occupancies shall include buildings arranged for occupancy as residential care/assisted living facilities including more than five but not more than 16 occupants, excluding staff.

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in this code or shall comply with the International Residential Code, provided the building is protected by an automatic sprinkler system installed in accordance with Section 903.2.8.

The following summarizes how the various Southern Nevada jurisdictions license home day cares:

Clark County

In accordance with Title 6, Chapter 6.16, Section 20 of the Clark County Code, the Clark County Department of Business License categorizes home-based child care facilities for business licensing and regulatory purposes into one of two categories:

(1) A "family child care home" is any family dwelling in which the licensee regularly provides care, without the presence of parents, for one but not more than six children.

(2) A "group child care home" is a facility in which the licensee regularly provides care for at least seven but not more than twelve children. The increase number of children allowed in a group child care home is contingent upon a minimum of two caretakers working at all times. These definitions are similar to the definitions used in NAC/NRS 432A. As such, Clark County is consistent with the Nevada Bureau of Services for Child Care in that a "family home" (State term) or "family child care home" (County term) is licensed for a maximum of six (6) children.

Henderson

According to the Business License Division of the City of Henderson's Finance Department, the City of Henderson has elected to not license child care facilities. In accordance with NRS 432A.131, when a city or county does not establish its own agency for the licensing of child care facilities, then licensing of all such facilities in that city or county is the jurisdiction of the Nevada Bureau of Services for Child Care. Therefore, all home day care facilities in

Henderson are licensed by the Nevada Bureau of Services for Child Care and are subject to the requirements of NAC/NRS 432A, which means home day cares in Henderson are licensed for up to six (6) children.

Las Vegas

According to Title 6, Chapter 6.24.005 of the City of Las Vegas Code, the City will no longer license or regulate child care facilities, effective May 9, 2009. As of May 9, 2009, all child care facilities in the City of Las Vegas will be licensed and regulated directly by the Nevada Bureau of Services for Child Care in accordance with NAC/NRS 432A. Therefore, all home day cares in the City of Las Vegas will now be licensed by the State for a maximum of six (6) children.

North Las Vegas

According to Title 5, Chapter 5.14.010 of the City of North Las Vegas' Code, the City limits "family day care homes" to a maximum of four (4) children twelve (12) years of age or younger, and limits "day nurseries" to the care of at least five (5) but not more than ten (10) children under the age of sixteen (16). As such, the City of North Las Vegas has more restrictive limitations on home day cares than the IBC or the Nevada Bureau of Services for Child Care.

Mesquite

According to the City of Mesquite Code, the City will license a childcare facility only after it has obtained the required license from the Nevada Bureau of Services for Child Care. Therefore, all home day cares in the City of Mesquite are licensed for up to six (6) children in accordance with NAC/NRS 432A. [Note: Maria Trujillo from the City of Mesquite indicated that they currently only have one licensed day care provider in the city.]

Boulder City

According to the Boulder City Business Licensing Department, the City of Boulder City does not currently have the regulatory or inspection staff to support oversight of licensing for child care facilities. Therefore, the City of Boulder City has elected to not license child care facilities. In accordance with NRS 432A.131, when a city or county does not establish its own agency for the licensing of child care facilities, then licensing of all such facilities in that city or county is the jurisdiction of the Nevada Bureau of Services for Child Care. Therefore, all home day care facilities in Boulder City are licensed by the Nevada Bureau of Services for Child Care and are subject to the requirements of NAC/NRS 432A, which means home day cares in Boulder City are licensed for up to six (6) children in accordance with NAC/NRS 432A.

Pahrump

According to the City of Pahrump's web-site, the City will license a childcare facility only after it has obtained the required license from the Nevada Bureau of Services for Child Care. Therefore, all home day cares in the City of Pahrump are licensed for up to six (6) children in accordance with NAC/NRS 432A.

Summary

This proposal will benefit the jurisdictions in Southern Nevada by eliminating a conflict between the NAC/NRS and the 2009 IBC. If approved, this proposal would allow home day cares that provide care for a maximum of six (6) children to have a business license issued by the State and/or the local jurisdiction without requiring the

caretaker's home to comply with the 2009 IBC, whether as a Group I-4 or R-3 occupancy. Instead, the caretaker's home would be permitted to comply with the 2009 IRC.

Please note that this proposal only addresses home day cares that provide service for a maximum of six (6) children. Those home day cares that provide care for more than six children would still be required to comply with the IBC requirements for a Group I-4 occupancy.

307.2

307.2 Permit required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, or prevention or control of disease or pests~~, or a bonfire~~. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

307.4.1

307.4.1 Bonfires. ~~A bonfire shall not be conducted within 50 feet (15240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet (15240) of a structure shall be eliminated prior to ignition.~~

Bonfires are prohibited.

307.4.4

307.4.4 Commercial Barbecue. Barbecue pits used for commercial cooking operations in buildings shall be constructed as commercial food heat-processing equipment in accordance with the Mechanical Code. See also Section 904. Barbecue pits in outdoor locations shall be constructed of concrete or approved noncombustible materials and shall not be located within 10 feet (3048 mm) of combustible walls or roofs or other combustible material.

308.1.4

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices, including electric barbecues that produce open flames, shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings

~~2. Where buildings, balconies and decks are protected by an automatic sprinkler system.~~

~~3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].~~

311.2.2

311.2.2 Fire protection. ~~Fire alarm,~~ ~~s~~ Sprinkler and standpipe systems, including monitoring, shall be maintained in an operable condition at all times. The following exceptions may be used after obtaining approval from the *fire code official.*

Exceptions:

1. When the premises have been cleared of all combustible materials and debris and in the opinion of the *fire code official*, the type of construction, fire separation distance and security of the premises do not create a fire hazard.
2. Where the buildings will not be heated and fire protection systems will be exposed to freezing temperatures, fire alarm and sprinkler systems are permitted to be placed out of service and standpipes and permitted to be maintained as dry systems (without an automatic water supply) provided the buildings has no contents or storage, and windows, doors and other openings are secured to prohibit entry by unauthorized persons.

314.3

314.3 Highly combustible goods. The display of highly combustible goods, including but not limited to fireworks, flammable or combustible liquids, liquefied flammable gases, oxidizing materials, pyroxylin plastics and agricultural goods in main exit access aisles, corridors covered malls, or within 5 feet (1524 mm) of entrances to exits and exterior exit doors is prohibited ~~when a fire involving such goods would rapidly prevent or obstruct egress.~~

318.1

SECTION 318

EXHIBITIONS AND TRADE SHOWS

318.1 General. Indoor Exposition and Trade Show Facilities are addressed in this section. These include, but are not limited to exhibition halls, convention general sessions, association meetings, product convention showrooms; trade shows with or without booths, and political conventions that constitute temporary assembly uses. An operational permit shall be obtained in accordance with Section 105.6.

318.2

318.2 Exhibits (Booths). Exhibits (booths) shall comply with 318.2.1 through 318.2.5.

318.2.1 Automatic Sprinklers

318.2.1.1 Single-level exhibit booths exceeding 1,000 sq. ft. (93 sq. m.) and covered with a ceiling shall be protected by automatic fire sprinklers installed within the booth.

318.2.1.2 Each level of multi-level exhibit booths shall be protected by an automatic fire sprinkler system installed within the booth where the accessible floor area of the upper walking level(s) is greater than 300 sq ft. (27.9 sq. m).

318.2.1.3 The water supply and piping for the fire sprinkler protection for exhibit booths shall be an approved temporary means provided by an existing standpipe system or an existing fire sprinkler system.

318.2.1.4 Hydraulic calculations shall be provided to the Authority Having Jurisdiction when the sprinklers required by Section 318.2.1.1 and 318.2.1.2 are supplied by the standpipe system or in a hydraulically most remote location as defined by the currently adopted edition of Standard for the Installation of Sprinklers, NFPA 13.

318.2.2 Horizontal Separation between Booths. A single exhibit (booth) or group of exhibits (booths) that do not require fire sprinklers shall be separated by a distance of not less than 8 ft. (2.4 m) where the aggregate ceiling exceeds 1000 sq. ft. (93 sq. m.).

318.2.3 Travel Distance within Booths. The travel distance within the exhibit booth or exhibit enclosure to an exit access aisle shall not exceed 50 ft. (15 m).

318.2.4 Means of Egress from Booths. The upper deck of multi-level exhibit booths exceeding 300 sq. ft. (28 sq. m.) shall have not less than two remote means of egress.

318.2.5 Construction Materials. Exhibit booths shall be constructed using any of the following:

(1) Noncombustible materials

(2) Wood exceeding ¼ in. (6.3 mm) nominal thickness

(3) Wood that is pressure-treated, fire-retardant wood meeting the requirements of NFPA 703, *Standard for Fire Retardant-Treated Wood and Fire-Retardant Coatings for Building Materials.*

(4) Flame-retardant materials complying with NFPA 701, *Standard Methods of Fire Tests for Flame Propagation of Textiles and Films*

(5) Textile wall coverings, such as carpeting and similar products used in wall or ceiling finishes complying with Section 803.5.1 of the IFC.

(6) Plastics limited to a Class A flame spread index.

(7) Foamed plastics and materials containing foamed plastics complying with Section 807.4.2.1 of the IFC.

(8) Cardboard, honeycombed paper, and other combustible materials having a heat release rate for any single fuel package that does not exceed 150 kW where tested in accordance with UL 1975, *Standard for Fire Tests for Foamed Plastics Used for Decorative Purposes.*

(9) Alternate materials as approved by the fire code official.

318.3

318.3 Decorative Curtains, and Textiles

318.3.1 Curtains, drapes, and textiles used in temporary exhibitions and trade shows shall comply with Section 318, and shall not be required to comply with Section 807. Curtains, drapes and textiles shall comply with Standard Method of Fire Tests for Flame Propagation of Textiles and Films, NFPA 701, Test Method 2. Compliance shall be indicated by a tag affixed to each curtain, drape, or textile. The tag shall be affixed by the owner of the material after gaining assurance that the material is inherently flame retardant, provided with current flame retardant treatment, or otherwise is compliant with NFPA 701. The tag shall indicate the name of the owner of the material and a statement indicating compliance with the Fire Code. The fire code official is authorized to conduct field test in accordance with the current edition of NFPA 705, *Recommended Practice for a Field Flame Test of Textiles and Films*, on any curtain, drape or textile installed.

318.3.2 Curtains, drapes and textiles shall comply with Standard Method of Fire Tests for Flame Propagation of Textiles and Films, NFPA 701, Test Method 2.

> **Exception:** Free-standing partitions situated in a manner to permit the minimum required egress width to one or both sides of the partition shall be permitted. The paths of egress provided around the partition shall be marked by exit signs complying with Chapter 10.

318.3.3 Curtains, drapes or textiles shall not be installed to cover exit signs, means of egress components, sprinklers, strobes, horn-strobes, standpipe outlets, hose cabinets, fire extinguishers, or any other fire protection equipment.

318.3.4 Ceiling suspended curtains drapes and textiles in exhibition spaces are to have a minimum of 18 inches of clear space between the top of the material and the sprinkler deflector.

> **Exception:** Clearance between the ceiling and the top of the curtain, drape or textile is not required when the curtain, drape, or textile is within 6 inches of a full-height wall.

318.3.5 The amount of temporary ceiling hung curtains, drapes or textiles in exhibition spaces equipped throughout with automatic sprinklers shall not be limited and shall comply with 318.3.1 through 318.3.3.

318.4

318.4 Demonstration cooking and food warming in exhibition spaces shall comply with the following:

1. All cooking appliances shall be listed or approved by a nationally recognized testing agency.
2. All cooking equipment is to be operated according to the manufacturers' recommendations and operating instructions. Equipment recommended for outdoor use shall not be used indoors.
3. All cooking equipment (deep fat fryers and woks) operations using combustible oils shall meet all of the following criteria:
    a. Metal lids sized to cover the horizontal cooking surface are to be provided.
    b. The cooking surface is limited to 288 sq in (two sq ft).
    c. Cooking equipment exceeding 288 sq in aggregate surface area shall be provided with an automatic extinguishing system installed according to NFPA 17A.
    d. Cooking equipment exceeding 288 sq in shall be provided with a mechanical exhaust system in accordance with the mechanical code.
    e. The fryer is to be separated from all other equipment by a distance not less than 24 in.
    f. These cooking displays must be separated from all other combustibles by a distance not less than 10 ft.
    g. The volume of cooking oil per appliance is not to exceed 3 gal.
    h. The volume of cooking oil per booth is not to exceed 8 gal.
    i. Deep fat fryers shall be electrically powered and have a shut-off switch.
4. Class-K fire extinguishers shall be provided within 30-ft of each cooking operation in accordance with 904.11.5.
5. Solid fuel cooking equipment shall be protected in accordance with the mechanical code.
6. LP-gas used for displays and demonstrations shall be in accordance with section 3803.2.1.5.

318.5

318.5 Plans. Plans for the exhibition or trade show shall be submitted to the authority having jurisdiction for approval, along with application for an operational permit, prior to setting up any exhibit. The plans shall show all pertinent details of the proposed exposition which shall include the following as applicable:

1. Overall floor plan (either drawn to scale or dimensioned properly)
2. Egress analysis showing conformance with chapter 10 of the IFC
3. Seating arrangements and/or table and chair configurations
4. Locations of all exhibits (booths, aisles and exits)
5. Locations of temporary walls, partitions, or curtains
6. Lobby and registration area usage
7. Location of temporary platforms (along with any intended use beneath the platform)
8. Location of fire protection equipment (e.g. extinguishers, fire alarm devices, hose cabinets, etc.)
9. Temporary fire protection equipment to be installed (note: This requires a separate installation permit)
10. Copy of excerpt from show management information guide serving notice that all exhibits shall comply with applicable codes and shall have all necessary Fire Code permits.

319

319.1 General. New and existing facilities with either storage or rehabilitation of pallets shall be in accordance with Sections 319.1 thru 319.6.3 and Section 1903.

319.2 Permits. An operational permit is required for new and existing facilities which store more than fifty (50) idle pallets on site, either inside or outside of a building. For a commercial pallet yard, a site plan demonstrating compliance with Section 319 shall be submitted for review and approval prior to issuance of the operational permit.

319.3 Fire Flow. The minimum required fire flow in pallet storage yards shall not be less than 2,000 gpm (7571 L/m). For storage yards with stable piles greater that 6,200 sq. ft. (576 m^2) the required fire flow will follow the requirements of Appendix B, Table B105.1 for Type V-B construction. Pallet storage yards shall not exceed the available fire hydrant flow and spacing.

319.4 Fire Hydrants. Fire hydrants required for fire flow purposes for pallet storage array(s) shall be provided within three hundred (300) feet (152.4m) of hose lay to all pallets.

319.5 Fire Department Access. Fire apparatus access roads in accordance with Section 503 shall be located within one hundred fifty (150) feet (45,720mm) of all portions of the pallet storage array(s). Permanent delineation of on-site fire apparatus access roads shall be provided as required by the *fire code official*.

319.6 Idle Pallet Storage

319.6.1 Exterior storage and storage arrays at commercial pallet yards. Exterior pallet storage arrays shall comply with all of the following:

1. Stacks shall not exceed a height of fifteen (15) ft. (4.57 m) or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
2. Stacks shall be no closer than eight (8) ft. (2.44 m) to any property line or a distance equal to the stack height, whichever is greater.
3. Stacks shall be no closer than eight (8) ft. (2.44 m) to any other on-site storage.
4. Stacks shall be no closer than fifteen (15) ft. (4.57 m) to any on-site structure.
5. Stacks shall be arranged to form stable piles.
6. Piles shall not contain more than six thousand (6,000) cu. ft. (170 m^3) of pallets.
7. Piles shall be separated by a minimum distance of eight (8) ft. (2.44 m).

8. Piles shall be arranged in a grid system to form pallet storage arrays with a maximum dimension of fifty (50) ft. by fifty (50) ft. (15.25 m by 15.25 m).
9. Pallet storage arrays shall be separated by a minimum distance of twenty four (24) ft. (7.32 m).

319.6.2 Exterior storage at other occupancies (not a commercial pallet yard). Exterior pallet storage shall comply with all of the following:

1. Stacks shall not exceed a height of fifteen (15) ft. (4.57 m) or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
2. Stacks shall be no closer than eight (8) ft. (2.44 m) to any property line or a distance equal to the stack height, whichever is greater.
3. Stacks shall be no closer than eight (8) ft. (2.44 m) to any other on-site storage.
4. Stacks shall be no closer than fifteen (15) ft. (4.57 m) to any on-site structure. In order for stacks to be closer than fifteen (15) ft. to an on-site structure, they shall maintain minimum clearances based on the quantity of pallets and the level of protection provided by the building construction as follows:
   a. 50 pallets or less adjacent to a masonry building with no openings within twenty (20) ft. (6 m) of the pallets, or a masonry building with protected openings and outside automatic sprinklers is zero (0) ft. (0 m).
   b. 51 to 200 pallets adjacent to a masonry building with no openings within twenty (20) ft. (6 m) of the pallets, or a masonry building with protected openings and outside automatic sprinklers is eight (8) ft. (2.44 m).
   c. 50 pallets or less adjacent to a fully sprinklered wood or metal building is eight (8) ft. (2.44 m).
   d. 51 to 200 pallets adjacent to a fully sprinklered wood or metal building with outside automatic sprinklers is eight (8) ft. (2.44 m).
5. Stacks located less than fifteen (15) ft. (4.57 m) from an exterior building wall shall not exceed a height equal to thirty (30) inches below the roof line elevation, or fifteen (15) ft. (4.57 m), or any height restriction set by other ordinances of the jurisdiction, whichever is lower.
6. Stacks shall be arranged to form stable piles.
7. Where more than 200 pallets are stored exterior to the building, a custom fire protection plan shall be submitted to and approved by the fire code official

319.6.3 Interior storage. Interior storage of more than 12 pallets shall be in accordance with NFPA 13 Section 12.12, Protection of Idle Pallets and IFC Chapter 23, High-Piled Combustible Storage.

320

SECTION 320

SPECIAL ACTIVITY LOTS

320.1 General. Special activity lots, including Christmas tree lots, pumpkin patches, hay ride lots, and other similar lots, shall comply with this section.

320.2 Permit required. An operational permit shall be obtained prior to commencing special activity lot operations. See Chapter 1.

320.3 Other required permits. Other activities that support the special activity lot, such as a tent, a fuel tank for generators, an amusement building, or any other associated activity, shall have separate permits prior to commencing those other activities. See Chapter 1.

320.4 Arrangement of combustibles. Combustibles, such as Christmas trees, hay bales, and other combustible materials associated with the special activity, shall be arranged on the lot in a manner to mitigate the impact of fire, and shall be arranged in accordance with this section

320.4.1 Access from fire apparatus access roads. Fire apparatus access roads shall be provided within 150 feet of all portions of the special activity lot, as measured along normal paths of travel.

320.4.2 Clearance from fire apparatus access roads. All combustible materials shall be a minimum of ten (10) feet away from fire apparatus access roads.

320.4.3 Clearance from property lines upon which buildings may be built. All combustible materials shall be a minimum of twenty (20) feet from property lines for property where buildings are or are permitted to be built.

320.4.4 Clearance from fuel dispensers. All combustible materials shall be a minimum of 50 feet away from any fuel dispenser.

320.4.5 Clearance from buildings, building exits, and building exit discharges to the public way. All combustible materials shall be a minimum of ten (10) feet from any building, building exit, and the path of discharge between the building exit and the public way.

320.4.6 Aisles between materials. Aisles having a minimum width of five (5) feet shall be provided between areas containing materials. Sufficient aisles shall be provided such that the area of material storage does not exceed 150 feet in length and 50 feet in width.

320.5 Wiring and lighting. All wiring and lighting shall be listed for outside use, be of proper size and type, and be protected against physical damage. Electrical extension cords with multiple electrical outlets cannot be used unless specifically listed for outdoor use.

320.6 Fire Protection. Fire protection features, such as fire extinguishers and water supply, shall be provided for special activity lots as required by this section.

320.6.1 Fire extinguisher. A minimum two 2 ½ gallon water-type fire extinguisher shall be provided at an approved location for protection against incipient fires.

320.6.2 Water supply. The special activity lot shall be located within 300 feet of a fire hydrant.

320.6.3 Smoking prohibited. Smoking is prohibited on special activity lots. "NO SMOKING" signs with 2-inch high letters on a contrasting background shall be posted at entrances to the special activity lot and to each aisle.

320.6.4 Open burning prohibited. Open burning, such as a campfire, is prohibited on special activity lots.

320.7 Egress. Egress shall be provided as required by this code.

SECTION 321

MOTION PICTURE AND TELEVISION PRODUCTION STUDIO, SOUND STAGES, PRODUCTION FACILITIES, AND PRODUCTION LOCATIONS

321.1 General. The design, construction, operation, and maintenance of permanent and temporary soundstages, production facilities, as well as use of production locations, used in motion picture and television industry productions shall comply with NFPA 140 – *Motion Picture and Television Production Studio, Sound Stages, Production Facilities, and Production Locations*, and this section.

321.2 Permits. Permits shall be required as specified in this section and shall comply with Section 105.

Exceptions:

1. Minor production location operations when approved by the *fire code official.*
2. The filming or live broadcasts of news or sporting events.

321.2.1 Construction Permits. A construction permit shall be obtained prior to commencement of construction.

321.2.2 Operational Permits. An operational permit is required to operate a motion picture and television production studio, sound stage, production facility, or production location.

321.3 Other Permits. A separate permit(s) in accordance with Section 105 shall be obtained in conjunction with an operational permit.

321.4 Housekeeping. All Studios, Sound Stages, Production Facilities and Locations shall maintain proper housekeeping in accordance with this code.

321.5 Fire Department Standby. At the discretion of the *fire code official*, due to the use of pyrotechnics or other hazards, fire department personal and apparatus may be required to standby. Fees associated with fire department standby shall be the responsibility of the applicant. The *fire code official* may require fees to be placed in escrow.

321.6 Temporary Production Locations

321.6.1 General. Production Locations shall meet the requirements of this code except as otherwise specified in this section.

321.6.2 Interior Sets or Stages. Interior sets or stages are only permitted to be constructed in sprinklered buildings.

321.6.3 Sprinkler Obstructions. Where Interior sets and stages cause sprinkler obstructions exceeding 600 ft^2 (557m^2) in area, such obstructions shall be protected in accordance with NFPA 13.

Exceptions:

1. Where the building is protected with a sprinkler system meeting the design criteria for Extra Hazard, Group 2, obstructions shall not be required to be protected.

2. Where the building is protected by an automatic sprinkler system failing to meet the minimum sprinkler design requirements of NFPA 140, obstructions shall be protected by heat detectors installed in accordance with requirements of this section.

321.7 Electrical. The existing building's electrical system shall not be used to supplement lighting and power systems used by the production company unless specifically approved and permitted by the *code official.*

321.7.1 Electrical power connections made to the site electrical service shall be made by a licensed electrician under an electrical permit.

321.7.2 Portable power cables shall be positioned to not obstruct egress.

321.7.3 Auxiliary power cables supplied from mobile generators or adjacent buildings shall not be permitted to be routed through fire-rated windows and doors.

321.8 Structural Loading. Sets, scenery, rigging, and other equipment shall not impact the structural integrity of existing buildings. Additional loads applied to the building shall require approval from the *code official.* At the request of the *code official*, an engineering analysis from a licensed structural engineer shall be provided.

321.9 Fire Department Access. Fire department access shall be maintained at all times in accordance with the fire code.

321.10 Heat Detectors. Where heat detectors are installed to mitigate sprinkler obstructions, the heat detector system shall be installed in accordance with this code except as otherwise specified in this section.

321.10.1 Fire Alarm Panels. Fire Alarm panels shall be utilized in accordance with their listing. Panels may be temporarily supported by sets, platforms, or pedestals, for temporary sets which will be erected for less than 180 days.

321.10.2 Notification. The fire alarm panel shall be connected to an approved listed central, proprietary, or remote station service, and a local alarm which will give an audible signal to a constantly attended location such as a security post.

321.10.3 Heat Detectors. Heat detectors required by this section shall be defined as a portable system as it is intended to be reinstalled when platforms or sets are changed, and after filming has been completed for the day. Heat detectors shall be secured to standard outlet boxes, which may by temporarily supported by sets, platforms, or pedestals.

321.10.4 Wiring. Wiring for temporary (less than 180 days) or portable fire alarm systems do not have to meet the requirements of NEC 300-1 as revised locally.

401.3.2

401.3.2 Alarm activations. Upon activation of a ~~fire alarm~~ water flow signal, employees or staff shall immediately notify the fire department.

Exception: For approved proprietary supervising station systems (self-monitoring systems), the fire department shall be notified as required by the *fire code official.*

401.9

401.9 Fines for false alarms and nuisance alarms. The *fire code official* is authorized to levy fines to the installer, maintenance company, owner or occupant of a building as follows. In the case of any two false or nuisance alarms, or combination thereof, within a consecutive thirty day period, the *fire code official* may issue warning notices to the

owners or occupants of the building and to the alarm business or businesses responsible for the service, maintenance and monitoring of the system. This notice shall indicate that any additional false or nuisance alarms within a thirty day period will be subject to the penalties prescribed in this code.

503.1.1

503.1.1 Buildings and facilities. Approved fire apparatus roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:

1. The building, except for a Group H and/or high-pile storage occupancy, is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3.
    a. Where the building is protected with an approved automatic sprinkler system in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building.
    b. Where the building is protected with an approved upgraded automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this section, an upgraded sprinkler system shall be in accordance with the following table:

Minimum Code-Required System	Upgraded System for 350 feet from fire apparatus lanes
NFPA 13D	NFPA 13R
NFPA 13R	NFPA 13, Light Hazard
NFPA 13, Light Hazard	NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers
NFPA 13, Ordinary Hazard Group 1	NFPA 13, Ordinary Hazard Group 2
NFPA 13, Ordinary Hazard Group 2	NFPA 13, Extra Hazard Group 1
NFPA 13, Extra Hazard Group 1	NFPA 13, Extra Hazard Group 2
NFPA 13, Extra Hazard Group 2	As approved by the *fire code official*

2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.
3. There are not more than two Group R-3 or Group U occupancies or single-family dwellings built under the IRC.

503.2.1

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 ~~20~~ feet (7315 mm) ~~(6096 mm)~~, exclusive of shoulders, except for approved access ~~security~~ gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

503.2.3

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus, with a minimum vehicle load of 18,000 pounds per axle, and shall be surfaced and paved so as to provide all-weather driving capabilities.

> Exception: Temporary access roads serving only buildings under construction shall not be required to be paved, but shall comply with all other requirements of Section 503.2.3.

503.2.4

503.2.4 Turning radius. The required turning radius of a fire apparatus access road shall ~~be determined by the *fire code official*.~~ be no less than 28 feet inside turning radius and 52 feet outside turning radius.

503.2.7

503.2.7 Grade. The grade of the fire apparatus access road shall not exceed 12 percent ~~be within the limits established by the *fire code official* based on the fire department's apparatus~~.

503.2.8

503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade for 25 feet (7.6 m) of approach/departure. ~~within the limits established by the *fire code official* based on the fire department's apparatus.~~

503.3

503.3 Marking. ~~Where required by the *fire code official*, approved signs or other approved notices or markings that include the words NO PARKING — FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.~~

Fire apparatus access roads shall be marked where required to prohibit parking and other obstructions. Marking shall consist of painting the curb, or the side of the street, where no curb is present, with a suitable coat of industrial red enamel along the entire length of road where parking is prohibited. Each section of curb that is painted red shall also be marked by signage stating "NO PARKING FIRE LANE". Signs are to be installed no higher than 10 feet or less than 6 feet from the surface of the roadway. Signs shall be located at each end of painted curb, and additionally in between so that the maximum separation between signs is 100 feet, as measured along the centerline of the fire apparatus access road.

In lieu of providing multiple signs, where a minimum of one sign is provided at every entrance stating "ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED", fire lanes may be marked by painting the words "NO PARKING FIRE LANE", over the face of the red-painted curbs. The words on the curbs shall be painted in white letters not less than 4 inches in height with a brush stroke of not less than ¾ inch. The maximum separation between words shall be 50 feet, as measured along the centerline of the fire apparatus access lane.

503.4.1

503.4.1 Speed bumps and speed humps. Speed bumps and/or speed humps shall not be permitted within the required width of fire apparatus access roads.

> **Exception:** Speed humps are allowed on private fire apparatus access roads serving commercial and industrial buildings when approved by the *fire code official*. The location(s), the number permitted, and the design of the speed hump(s) shall meet the approval of the *fire code official*.

The *fire code official* is authorized to require the removal from any private property of any existing traffic management or calming device, including speed bumps, that do not meet the applicable criteria, and has been determined by the *fire code official* to unnecessarily hinder emergency apparatus response.

503.6

503.6 ~~Security~~ Access Gates. The installation of ~~security~~ access gates across a fire apparatus access road shall be approved by the *fire* ~~chief~~ *code official*. Where ~~security~~ access gates are installed, they shall have an approved means of emergency operation. The ~~security~~ access gates and the emergency operation shall be maintained operational at all times. The minimum clear opening width shall be 20 feet. ~~Electric gate operations, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed, and installed to comply with the requirements of ASTM F 2200.~~

503.6.1 Permit. A Fire Department installation permit is required to install a gate that obstructs a fire apparatus access road. A separate permit is required for each gated entrance.

503.6.2 General. Fire apparatus access roads that are secured by gates shall comply with the specifications of the Fire Department.

503.6.3 Electronically controlled gates. Electronically controlled gates shall be provided with an approved vehicle detector/receiver system in accordance with the rules and regulations specified by the Fire Department. Access gates shall be maintained operational at all times. When electronically controlled gates are out of service, they shall be secured in the open position until repairs are complete. Repairs shall be in accordance with original specifications.

> **Exception:** When approved by the *fire code official*, electronically controlled gates that are manned on a 24-hour basis.

When required by the *fire code official*, the installing contractor or the owner of the property shall provide the Fire Department transmitter(s) or approved alternative without cost to the Fire Department.

The *fire code official* may provide transmitter(s), at no cost to the Fire Department, to local law enforcement agencies and/or an ambulance service for use in emergencies.

503.6.4 Existing facilities. All existing facilities with gates installed across access roads shall comply with Fire department guidelines. Non-complying gates shall be secured in the open position in a manner approved by the Fire Department.

Exception: Gates securing sensitive facilities operated by a public utility governed by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise, shall not be required to be secured in the open position.

503.6.5 Plans and Specification. Three sets of plans and specifications for fire apparatus access road gates shall be submitted for review and approval prior to construction. Included in the submittal shall be the following information:

1. Site plan with north arrow, roadway and gate dimensions
2. Location of underground roadway detector loop, and green marker, if applicable
3. Manufacturers' specification sheets detailing the voltage, current, radio frequency, power cable and coding for the proposed system, if applicable
4. Contractor's statement of compatibility with existing installations
5. Detailed vicinity map.

503.6.6 Operational testing. An operational test shall be requested by the installing contractor and shall be conducted prior to placing the system into operation to establish that the final installation complies with this code, the specified design, and is functioning properly.

505.1

505.1 Address Numbers. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. ~~Numbers shall be a minimum of 4 inches (1002mm) high with a minimum stroke width of 0.5 inch (12.7mm)~~ Address identification shall be in compliance with the requirements of the *fire code official* and the ordinances of the jurisdiction. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole, or other sign or means shall be used to identify the structure.

505.3

505.3 Directory required. When multiple R-2 occupancy buildings are contained in a subdivision and where not all buildings have public street frontage, an approved permanent directory shall be provided at each entrance to the development from surrounding public streets.

507.1

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. The design and installation of both public and private fire hydrants shall be in accordance with this section, Appendix B, Appendix C, NFPA 24 (for private systems) and the Uniform Design And Construction Standards for Potable Water Systems (UDACS)(for public systems) .Unless otherwise approved by the fire code official, effluent reuse water is not an approved water supply.

507.5.7

507.5.7 Painting and Markings. Hydrants and curbs shall be painted, and hydrant locations shall be marked, in accordance with this section.

507.5.7.1 Hydrant Painting. On-site private fire hydrants shall be painted with a suitable prime coat and not less than 2 coats of exterior industrial grade enamel, safety red in color.

507.5.7.2 Curb and Roadside Painting. The curb, or roadside where no curb is present, adjacent to a fire hydrant shall be painted to restrict parked cars from obstructing access to the fire hydrants. A coat of exterior industrial grade enamel, safety red in color, shall be applied for a minimum of 30 feet, 15 feet to each side of the hydrant, unless the curb or roadside is interrupted by a driveway, at which point the paint shall end at the driveway.

507.5.7.3 Lane Marking. Hydrant locations shall be marked by means of a blue colored reflective marker in the fire access lane. The marker shall be located in the center of a drive lane where parking is not anticipated, nearest to the hydrant.

508.1.3

508.1.3 Size. The fire command center shall be a minimum of 0.015 percent of the total building area of the facility served or 200 square feet (19m^2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area, or 10 feet (3048 mm), whichever is greater

508.1.5

508.1.5 Required features. The *fire command* center shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication control unit.
2. The fire department communication system.
3. Fire detection and alarm system annunciator.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicator and controls for air distribution systems, including smoke removal systems where required by Section 403.4.6 of the International Building Code.
6. The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building.
7. Controls for unlocking stairway doors simultaneously.
8. Sprinkler valve and waterflow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. ~~Schematic building plans indicating the typical floor plan and detailing the building core, means of egress, fire protection systems, fire fighting equipment and fire department access and the location of fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions~~. Current, approved building plans including the Master Egress Plans, approved fire protection system shop drawings, approved Smoke Control Diagrams, the approved Fire Protection Report, fire/emergency preplans for the facility and manufacturers' operation manuals for all fire protection and life safety systems.

13. A new ~~W~~work table with a minimum size of three (3) feet by seven (7) feet capable of holding plans in an open position.
14. Generator supervision devices, manual start and transfer features.
15. Public address system, where specifically required by other sections of this code.
16. Elevator fire recall switch in accordance with ASME A17.1.
17. Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.
18. An approved white board with a minimum size of three (3) feet by four (4) feet capable of easy erasure, with a marking device and an eraser attached.
19. Separate shunt trip switches for normal and emergency power.

510

SECTION 510

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM

510.1 Emergency responder radio coverage in buildings. All buildings shall have *approved* radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communications systems of the jurisdiction at the exterior of the building. System design shall be in accordance with this section and Appendix J. This section shall not require improvement of the existing public safety communication systems outside the building.

Exceptions:

~~1. Where *approved* by the building official and the *fire code official*, a wired communication system in accordance with Section 907.2.13.2 shall be permitted to be installed or maintained in lieu of an *approved* radio coverage system.~~

1. ~~2.~~ Where it is determined by the *fire code official* that the radio coverage system is not needed.
2. Group R-3 Occupancies and single-family dwellings built under the IRC.

510.1.1 Permits. Permits shall be required as set forth in Section 105.6 and 105.7.

510.1.2 Emergency responder radio coverage system in new buildings. An emergency responder radio coverage system shall be provided throughout buildings when any of the following apply:

1. **High-rise buildings.** Buildings with a floor used for human occupancy located more than 55 feet above the lowest level of fire department vehicle access.
2. **Underground and below grade buildings.** Buildings having a floor level below the finished floor of the lowest level of exit discharge of any level.

The *fire code official* is authorized to require a technical opinion and report, in accordance with Section 104.7.2, for buildings whose design, due to size, construction type, or other factors, could impede radio coverage as required by Section 510.2. The report shall make a recommendation regarding the need for an emergency responder radio coverage system.

510.2 Radio signal strength. The building shall be considered to have acceptable emergency responder radio coverage when signal strength measurements in 95 percent of all areas on each floor of the building and in 100

percent of critical areas, such as the emergency command center(s), the fire pump room(s), exit stairs, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, mechanical penthouses, elevator machine rooms, and other areas deemed critical by the *fire code official*, meet the signal strength requirements of Sections 510.2.1 and 510.2.2.

510.2.1 Minimum signal strength into the building. A minimum signal strength of -95 dBm with a DAQ of 3.5 or better, from the emergency responder site for the radio associated to that radio system shall be receivable within the building.

510.2.2 Minimum signal strength out of the building. A minimum signal strength of -100 dBm with a DAQ of 3.5 or better shall be received by the ~~agency's~~ emergency responder's radio system when transmitted from an *approved* portable radio with a maximum of 3 watts of strength within the building.

510.3 Emergency responder radio coverage in existing buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building shall be equipped with such coverage as required by this section and Appendix J according to one of the following:

1. Wherever existing wired communication system cannot be repaired or is being replaced~~, or where not *approved* in accordance with Section 510.1, Exception 1~~.
2. Within a time frame established by the adopting authority.

   Exception: Where a building is provided with an existing wired communication system that can be expanded to cover areas lacking radio coverage in accordance with Section 510.2

603.1.4

603.1.4 The grade of fuel oil used in a burner shall be that for which the burner is approved and as stipulated by the burner manufacturer. Oil containing gasoline shall not be used. Waste crankcase oil shall be an acceptable fuel in Group F, M and S occupancies, when utilized in equipment listed for use with waste oil and when such equipment is installed in accordance with the manufacturer's instructions and the terms of its listing. For the purposes of this section, the definition of Fuel Oil does not include fuels such as diesel that are intended for use in reciprocating internal combustion engines.

606.1

606.1 Scope. Refrigeration systems shall be installed in accordance with the ~~*International*~~ *Uniform Mechanical Code*. Systems where the potential concentration of refrigerant/room volume exceeds the factors listed in Table 11-1 of the Uniform Mechanical Code shall be in accordance with this section.

606.5

606.5 Access. Refrigeration systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group of refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be accessible to the fire department at all times as required by the *fire code official*.

606.6

606.6 Testing of Equipment. Refrigeration equipment and systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be subject to periodic testing in accordance with section 606.6.1. A written record of required testing shall be maintained on the premises. Tests of emergency devices or systems required by this chapter shall be conducted by persons trained and qualified in refrigeration systems.

606.7

606.7 Emergency Signs. Refrigeration units or systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code shall be provided with *approved* emergency signs, charts, and labels in accordance with NFPA 704. Hazard signs shall be in accordance with the *International Mechanical Code* for the classification of refrigerants listed herein.

606.11

606.11 Storage, use and handling. Flammable and combustible materials shall not be stored in machinery rooms for refrigeration systems having a refrigerant circuit containing more than ~~220 pounds (100 kg) of Group A1 or 30 pounds (14 kg) of any other group refrigerant~~ the allowable quantity of refrigerant as stated in Table 11-1 of the Uniform Mechanical Code. Storage use or handling of extra refrigerant of refrigerant oils shall be as required by Chapters 27, 30, 32 and 34.

Exception: This provision shall not apply to spare parts, tools and incidental materials necessary for the safe and proper operation and maintenance of the system.

607.1

607.1 Emergency operation. Existing elevators with a travel distance of 25 feet (7620 mm) or more shall comply with the requirements in Chapter 46. New elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1. No building security, access control or similar system, shall disable or override any new or existing Phase II emergency operations, preventing access to all levels.

607.4

607.4 Elevator Keys. Keys for the elevator car doors and fire-fighter service keys shall be kept in an *approved* location for immediate use by the fire department.

607.4.1 All new and existing elevator car and panel key switches for elevators serving floors eight (8) and more stories above grade that are equipped with phase II operation are to be a standard 3502 elevator key, as required by the fire code official.

609.3.5

609.3.5 Access Panel Coordination. Ducts shall be provided with access panels to facilitate cleaning of automatic sprinklers installed within the duct. Access panels shall be in accordance with the Uniform Mechanical Code.

609.3.6

609.3.6 Automatic Sprinkler Location. When automatic sprinkler protection is required, automatic sprinkler head locations shall be coordinated with access panels required by the *Uniform Mechanical Code* such that automatic sprinkler heads are within 3 feet of an access panel.

806.1.1

806.1.1 Restricted occupancies. Natural cut trees shall be prohibited in Group A, B, E, F, H, I-1, I-2, I-3, I-4, M, R-1, R-2, ~~and~~ R-4, and S occupancies.

Exceptions:

1. ~~Tress located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 shall not be prohibited in Group A,E,M, R-1, and R-2.~~
2. ~~—~~Trees shall be allowed within dwelling units in Group R-2 occupancies~~.~~

807.4.1

807.4.1 General. All of the following requirements shall apply to all Group A and E occupancies and Group I-4 day care facilities regulated by Sections 807.4.2 through 807.4.4:

1. Explosive or highly flammable materials. Furnishings or decorative materials of an explosive or highly flammable character shall not be used.
2. Fire-retardant coatings. Fire-retardant coatings in existing buildings shall be maintained so as to retain the effectiveness of the treatment under service conditions encountered in actual use.
3. Obstruction. Furnishings, draperies, hanging fabrics or other objects shall not be placed to obstruct exits, access thereto, egress therefrom or visibility thereof, and shall not obstruct fire protection and fire alarm devices and equipment, and shall not restrict the proper operation of such devices.

901.2.2

901.2.2 Fire Protection Reports. All high-rise, covered mall, and atrium buildings, in addition to other complex or major facilities as determined by the *fire code official*, shall have a Fire Protection Report submitted and approved prior to construction, demolition, or significant work stoppage. Fire protection reports shall be prepared by an architect or professional engineer working in their area of expertise.

901.2.2.1 Building Fire Protection Reports. Building fire protection reports shall describe the building uses, construction and life safety features of the entire building.

901.2.2.2 Tenant Improvement and Remodel Fire Protection Reports. A Fire Protection Report shall be submitted when any one of the following occurs within a building that would normally require or has a previously approved Fire Protection Report.

1. The area of remodel occurs over a floor area exceeding 20,000 square feet.
2. The area of remodel is an assembly occupancy with an occupant load that exceeds 1,000 persons.
3. The area of remodel occurs within spaces dedicated to or affecting emergency personnel response areas, such as exit enclosures, elevators, elevator lobbies, fire command centers, secondary response points, fire riser rooms, and the fire pump room.
4. The remodel area requires specific engineered fire suppression and/or alarm systems that will require an alternate means of system design that is not supported by adopted NFPA codes.
5. The remodel area includes clean agent suppression systems, new or existing.
6. The remodel includes kitchen exhaust systems that are used for smoke control and thereby requiring coordination of exhaust fan functioning.
7. The remodel area contains hazardous materials storage and/or use areas.
8. The remodel area includes high-piled storage.
9. The remodel area includes delayed egress systems that require interconnection with fire protection systems.
10. The remodel area modifies an existing smoke control system.

901.2.2.3 Alternate materials and methods report. An Alternate Materials and Methods Request shall be submitted when any of the following items are involved.

1. All instances where active fire protection features are offered as a mitigation in support of an alternative solution.
2. All requests relating to or referencing the International Fire Code or NFPA codes adopted within the International Fire Code.
3. All requests that involve alternate installation requirements of any active fire protection system governed by either the International Fire Code or Chapter 9 of the International Building Code, such as: automatic sprinkler systems, alternative automatic fire extinguishing systems, standpipe systems, fire alarm and detection systems, emergency alarm systems, fire department connections and smoke control graphic annunciator panels. Additionally, requests involving the modification of the following items shall be submitted to the *fire code official*: smoke and heat vents, fire command centers, thin combustible ceilings, hazardous materials, and alternate hardware when it may affect entry into a building by emergency responders.

901.2.2.4 Temporary Certificate of Occupancy (TCO) Fire Protection Report. When a temporary certificate of occupancy (TCO) is requested in a building that required a fire protection report prior to construction, the *fire code official* is authorized to require a fire protection report describing the uses to be occupied, the completed construction features, and the status of life safety systems, be submitted and approved prior to approval of the TCO request.

901.2.3

901.2.3 Plans Complete plans and specification for fire protection systems shall be submitted to the *fire code official* for review and be approved prior to system installation. Approved plans shall be kept readily available on the job site.

The licensee (contractors Master or Qualified Employee) information shall be on submittals as per Nevada Administrative Code, Nevada Revised Statutes, and the Nevada Blue Book.

A designer of fire sprinkler and alarm systems shall hold a minimum Level II certification in their respective discipline from the National Institute for Certification in Engineering Technologies (NICET) or an equivalent

certification (e.g., plans and calculations prepared by a Nevada Registered Professional Engineer working in their area of expertise). On and after July 1, 2012, a designer of fire sprinkler and alarm systems shall hold a minimum Level III certification in their respective discipline from NICET or an equivalent certification.

Starting on January 1, 2012, a designer of special hazard suppression systems shall hold a minimum Level II certification from NICET in that discipline, or an equivalent certification. On and after July 1, 2017, a designer of special hazard fire protection systems shall hold a minimum Level III certification from NICET in that discipline, or an equivalent certification

Submittals shall include the designer's printed name, certificate number, and wet signature on each plan sheet, and on the cover of each calculation and specification submittal book.

901.6

901.6 Inspection, testing and maintenance. *Fire protection systems* including ~~F~~fire detection, alarm and extinguishing systems shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Non-required *fire protection systems*, and equipment shall be inspected, tested and maintained or decommissioned ~~removed.~~ *Fire protection systems* installed as a required system under a previously adopted code shall be maintained in an operative condition at all times, and shall be replaced or repaired where defective. Decommissioning non-required *fire protection systems and fire protection systems* installed as a required system under a previously adopted code requires the *approval* of the *fire code official.* When required, a decommissioning report and/or plans prepared by an *approved* design professional shall be submitted to the *fire code official.*

901.6.2

901.6.2 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of three years and shall be copied to the *fire code official* upon request.

All fire protection systems and equipment shall be tested and inspected in accordance with nationally recognized standards and the State of Nevada Fire Marshals' Regulations. The contractor shall also provide proof of a license to do business within the fire code official's area. A maintenance contract from a licensed company is required. A copy of the maintenance contract shall be provided at time of final inspection.

Inspection reports shall be kept on-site and shall be readily available to the inspection authority. A copy of said inspection shall be mailed within 48 hours, to the fire code official only when the owner or occupant has been notified of a discrepancy(s) and fails to correct the discrepancy(s) within 30 days. Where systems are out of service due to the discrepancy(s), compliance with Section 901.7 is required.

Prior to service or testing of any equipment, the Fire Dispatch Center shall be notified by the contractor of the location of the test and the approximate time that the equipment will be inoperable. Upon the completion of the test and inspection, the Fire Dispatch Center shall be notified that the system is operable.

In the event a service/maintenance contract is canceled or not renewed, the fire code official shall be notified by the licensed company within 24 hours.

901.6.3

901.6.3 Authority to Audit. The *fire code official* is authorized to audit inspection, testing, and maintenance (ITM) activities as referenced in Table 901.6.1 and assess fees to cover the cost of the audit. Auditing shall be permitted to include, but is not limited to, witnessing of ITM activities, and re-inspection of systems after ITM activities have been completed.

901.9

901.9 Recall of fire protection components.

Any *fire protection system* component regulated by this code that is the subject of a voluntary or mandatory recall under federal law shall be replaced with *approved*, *listed* components in compliance with the referenced standards of this code. ~~The *fire code official* shall be notified in writing by the building *owner* when the recalled component parts have been replaced.~~ A construction permit shall be obtained for the replacement of all recalled components.

903.1.1

~~903.1.1 Alternative protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of automatic sprinkler protection where recognized by the applicable standard and *approved* by the *fire code official*.~~

903.2

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided throughout all buildings, regardless of occupancy type, including buildings built under the IRC, exceeding 5,000 sq ft (464 m²) in building area, and additionally in locations described in Section 903.2.1 through 903.2.12.

Exceptions:

1. Open parking garages with no other occupancy above any part of the open parking garage structure are not required to be protected with automatic sprinklers.
2. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada Public Service Commission, a State of Nevada charter, or other public franchise. This exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied space.

~~Exception: Spaces or area in telecommunications buildings used exclusively for telecommunication equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour *fire barriers* constructed in accordance with section 707 of the *International Building Code* or not less than 2-hour *horizontal assemblies* constructed in accordance with Section 712 of the *International Building Code*, or both.~~

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.
2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the *code official*.

For new construction expanding existing buildings, where an addition to any existing non-sprinklered building or structure expands the total area to greater than 5,000 square feet (464 m^2), the entire building, including the existing portions, shall be provided with fire sprinklers.

Exceptions:

1. Group R-3 occupancies and single-family dwellings built under the IRC with fire flow in accordance with Appendix B.
2. Where the area of the addition does not exceed 25% of the original building area at the time of construction and the area of the addition does not exceed 5,000 square feet (464 m^2).

903.2.3

903.2.3 Group E. An *automatic sprinkler* system shall be provided for Group E occupancies where one of the following conditions exists: ~~as follows:~~

1. ~~Throughout all~~ The Group E *fire areas* *have an occupant load of 50 or more*. ~~greater than 12,000 square feet (1115m^2) in area.~~
2. ~~Throughout every portion of educational buildings~~ Any portion of the Group E fire areas is below the lowest *level of exit discharge*. ~~serving that portion of the building.~~

   Exception: An *automatic sprinkler system* is not required in any area below the lowest *level of exit discharge* serving that area where every classroom throughout the building has at least one exterior *exit* door at ground level.

3. Rooms used for kindergarten, first or second-grade pupils or for child care purposes, are located above or below the first story.
4. Daycare facilities where there is occupancy from 12:00 AM - 6:00 AM.

903.2.8

903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided through-out all buildings with a Group R *fire area*.

When required by Nevada Administrative Code Section 449.211, residential facilities for groups shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2 (NFPA 13-R).

903.2.9

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (1115 m^2).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m^2).
5. A Group S-1 fire area used for self-storage where the fire area exceeds 2,500 square feet (279 m^2).

903.2.11.5

903.2.11.5 Commercial cooking operations. An automatic sprinkler system shall be installed in a commercial kitchen exhaust hood and duct system where an automatic sprinkler system is used to comply with Section 904, and for the entire length of duct when the duct length exceeds 75 feet.

903.2.11.7

903.2.11.7. Protection of available storage height. In Group S-1 and all other storage areas the fire sprinkler system shall be designed to protect storage up to the maximum available storage height. The minimum sprinkler density shall be equivalent to that required for a Class IV commodity pursuant to NFPA 13.

903.3.1.1.1

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, or fire-resistance rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved* by the *fire code official.*

~~3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a *fire-resistance rating* of not less than 2 hours~~

~~4. Rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~

3. Fire service access elevator machine rooms and machinery spaces.

903.3.1.2

903.3.1.2 NFPA 13R sprinkler systems. Where allowed in buildings of Group R, up to and including two ~~four~~ stories in height, automatic sprinkler systems shall be installed in accordance with NFPA 13 or NFPA 13R.

903.3.1.3

903.3.1.3 NFPA 13D sprinkler systems. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings and townhouses shall be installed throughout in accordance with NFPA 13, NFPA 13R, or NFPA 13D.

903.3.8

903.3.8 Antifreeze systems and systems with chemical additives. Antifreeze systems and systems with chemical additives shall require written approval from the water purveyor prior to system installation.

903.3.5.2

903.3.5.2 Secondary water supply. A dedicated secondary on-site water supply equal to the hydraulically calculated sprinkler demand, including a 100 gpm inside ~~the~~ hose stream requirement, but not less than 15,000 usable gallons, shall be provided for high-rise buildings ~~in Seismic Design Category C, D, E, or F as determined by the International Building Code~~. The secondary water supply shall have a duration of not less than 30 minutes. ~~as determined by the occupancy hazard classification in accordance with NFPA 13~~.

Exception: Existing buildings.

903.4

903.4 Sprinkler system supervision and alarms. All valves controlling the water supply for automatic sprinkler systems, pumps, tanks, water levels and temperatures, critical air pressures and water-flow switches on all sprinkler systems shall be electrically supervised by a listed fire alarm control unit.

Exceptions:

1. Automatic sprinklers systems protecting one- and two-family dwellings
2. Limited area systems serving fewer than 20 sprinklers.
3. ~~Automatic sprinklers systems installed in accordance with NFPA 13R where a common supply main is used to supply both domestic water and the automatic sprinkler system, and a separate shutoff valve for the automatic sprinkler system is not provided.~~
3. Jockey pump control valves that are sealed or locked in the open position.
5. ~~Control valves to commercial kitchen hoods, paint spray booths or dip tanks that are sealed or locked in the open position.~~
4. Valves controlling the fuel supply to fire pump engines that are sealed or locked in the open position.
5. Trim valves to pressure switches in dry, preaction and deluge sprinkler systems that are sealed or locked in the open position.

903.4.1

903.4.1 Monitoring. Alarm, supervisory, and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station or, when approved by the *fire code official*, shall sound an audible signal at a constantly attended location.

Exceptions:

1. Underground key or hub valves ~~in roadway boxes provided by the municipality or public utility~~ are not required to be monitored.
2. Backflow prevention devices ~~test valves located in limited are sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.~~ located at the municipal water supply connection are not required to be monitored when either locked in the open position, or are located within an underground vault or an approved insulated enclosure.

Systems that are not electrically monitored shall have an approved identification sign below each outside horn and strobe which reads "WHEN ALARM SOUNDS – CALL 9-1-1". This sign shall be of durable material with permanent lettering having a 2-inch minimum height with ½ inch stroke on a contrasting background.

Multi-story facilities shall provide zone annunciation on a floor-by-floor basis.

In occupancies provided with a supervised sprinkler system, the following three distinctly different signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm
2. Supervisory
3. System Trouble

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department.

903.4.2

903.4.2 ~~Alarms~~ Audible and Visual Notification appliances. *Approved* audible and visual notification appliances shall be connected to every *automatic sprinkler system*. Such sprinkler water-flow alarm notification appliances shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Exterior audible and visual ~~Alarm~~ notification appliances shall be provided on the exterior of the building above the Fire Department Connection ~~in an *approved* location~~. One interior audible and visual notification appliance shall be provided in a normally occupied location. In multiple-tenant facilities, an interior audible and visual notification appliance shall be provided in each tenant space in a normally occupied location. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

903.4.3

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provide at the point of connection to the riser on each floor ~~in high-rise buildings~~ in multi-story facilities.

904.2

904.2 Where required. Automatic fire-extinguishing systems ~~installed as an alternative to the required automatic sprinkler systems of Section 903~~ shall be approved by the *fire code official*. Automatic fire-extinguishing systems

shall not be considered ~~alternatives~~ an alternative to the required automatic sprinkler systems of Section 903 for the purpose of exceptions or reductions allowed by other requirements of this code.

904.11.6.2

904.11.6.2 Extinguishing system service. Automatic fire-extinguishing systems shall be serviced at least every 6 months and after activation of the system. Inspection shall be ~~by qualified individuals, and a certificate of inspection shall be forwarded to the *fire code official* upon completion.~~ conducted by personnel licensed by the State of Nevada Fire Marshal's Office and a certificate of inspection shall be kept on site and shall be readily available to the fire code official.

905.3.1

905.3.1 Height. Approved Class I ~~III~~ standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of the fire department vehicle access.

~~Exceptions:~~

~~1. Class I standpipes are allowed in buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2~~

~~2. Class I manual standpipes are allowed in open parking garages where the highest floor is located not more than 150 feet (45 720 mm) above the lowest level of fire department vehicle access~~

~~3. Class I manual dry standpipes are allowed in open parking garages that are subject to freezing temperatures, provided that the hose connections are located as required for Class II standpipes in accordance with Section 905.5.~~

~~4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.~~

5. In determining the lowest level of fire department vehicle access, it shall not be required to consider:

   5.1. Recessed loading docks for four vehicles or less, and

   5.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

905.3.2

905.3.2 Group A. Class I automatic wet standpipes shall be provided in nonsprinklered Group A buildings having an occupant load exceeding 1,000 persons.

Exceptions:

1. Open-air seating spaces without enclosed spaces.

2. Class I automatic dry and semiautomatic dry standpipes or manual wet standpipes are allowed in buildings where the highest floor surface used for human occupancy is 55 feet (16 764 mm) ~~75 feet (22 860 mm)~~ or less above the lowest level of fire department vehicle access.

905.3.8

905.3.8 Building area. When required by the *fire code official*, buildings in excess of 10,000 square feet (929 m^2) in area per level shall be equipped with a Class I standpipe system where any portion of the building's interior area is more than 200 feet (60,960 mm) measured vertically and horizontally from the nearest point of fire department apparatus access.

905.4

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connection shall be provided in all of the following locations:

1. In every required stairway, a hose connection shall be provided for each floor level above or below grade. Hose connections shall be located ~~at an intermediate floor level landing between floors, unless otherwise approved by the *fire code official*.~~ on the floor landing, as approved by the authority having jurisdiction.
2. On each side of the wall adjacent to the exit opening of a horizontal exit
   Exception: Where floor areas adjacent to a horizontal exit are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.
   Exception: Where floor areas adjacent to an exit passageway are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.
4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall.
5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.
6. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be along normal walking routes, and the stream shall not be expected to penetrate walls or windows. ~~Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection, the *fire code official* is authorized to require that additional hose connections be provided in approved locations.~~

905.4.1

905.4.1 Protection. Risers and laterals of Class I standpipe systems not located within an enclosed stairway or pressurized enclosure shall be protected by a degree of fire resistance equal to that required for vertical enclosures in the building in which they are located.

Exception: In buildings constructed of Type I or Type II construction in accordance with the Building Code or in buildings equipped throughout with an approved automatic sprinkler system, standpipes ~~laterals~~ that

are not located within an enclosed stairway or pressurized enclosure are not required to be enclosed within fire-resistance-rated construction.

905.5

905.5 Location of Class II standpipe hose connections. Class II standpipe hose connections shall be accessible and shall be located ~~so that all portions of the building~~ where required by Section 905.5.1. Hose connections shall be provided so that all areas described in Section 905.5.1 are within 30 feet (9144 mm) of a nozzle attached to 100 feet (30 480 mm) of hose.

905.5.3

~~**905.5.3 Class II system 1-inch hose.** A minimum 1-inch (25 mm) hose shall be allowed to be used for hose stations in light-hazard occupancies where investigated and listed for this service and where approved by the *fire code official*.~~

905.9

905.9 Valve supervision. Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall also be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves ~~in roadway boxes provided by the municipality or public utility~~ do not require supervision.
2. ~~Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system.~~

906.1

906.1 Where required. Portable fire extinguishers shall be installed in the following locations.

1. In new and existing Group A, B, E, F, H, I, M, R-1, R-2, R-4 and S occupancies.
   ~~**Exception:** In new and existing Group A, B, and E occupancies, equipped throughout with quick-response sprinklers, portable fire extinguishers shall be required only in locations specified in Items 2 through 6.~~

*The remainder of this section remains unchanged.

906.2

906.2 General requirements. Portable fire extinguishers shall be selected, installed and maintained in accordance with this section and NFPA 10.

Exceptions:

1. The travel distance to reach an extinguisher shall not apply to spectator seating portions of Group A-5 occupancies.
2. Thirty-day inspections shall not be required and maintenance shall be performed annually ~~allowed to be once every three years~~ for dry-chemical or halogenated agent portable fire extinguishers that are supervised by a listed and approved electronic monitoring device, provided that all of the following conditions are met:
   - 2.1 Electronic monitoring shall confirm that extinguishers are properly positioned, properly charged and unobstructed.
   - 2.2 Loss of power or circuit continuity to the electronic monitoring device shall initiate a trouble signal.
   - 2.3 The extinguishers shall be installed inside of a building or cabinet in a noncorrosive environment.
   - 2.4 Electronic monitoring devices and supervisory circuits shall be tested annually ~~every three years~~ when extinguisher maintenance is performed.
   - 2.5 A written log of required hydrostatic test dates for extinguishers shall be maintained by the owner to ensure that hydrostatic tests are conducted at the frequency required by NFPA 10.
   - 2.6 The electronic monitoring devices shall be interfaced with an approved control unit. A building's fire alarm control unit shall not serve as this required control unit. For buildings that have fire alarm systems installed, the electronic monitoring control unit shall be interfaced with the fire alarm control unit, and the electronic monitoring control unit shall send one, and only one, supervisory alarm signal to the building's fire alarm control unit when in an off-normal condition.
3. In Group I-3 occupancies, portable fire extinguishers shall be permitted to be located at staff locations.

907.1

907.1 General. This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing buildings and structures. The requirements of Section 907.2 are applicable to new buildings and structures. The requirements of Section 907.3 are applicable to existing buildings and structures. An integrated campus system shall not supplant the fire alarm system requirements in new buildings and structures. Supplemental integrated campus systems may be allowed subject to the approval of the *fire code official*. When approved by the *fire code official* supplemental integrated campus systems circuits shall utilize class A, style 7, weatherproof raceway and wiring methods.

907.1.2

907.1.2 Fire alarm shop drawings. Shop drawings for fire alarm systems shall be submitted for review and approval prior to system installation. Where the installation changes from the approved shop drawings, corrected shop drawings showing the system as actually installed shall be submitted for review and approval prior to inspection. Shop drawings ~~, and~~ shall include~~, but not be limited to, all of~~ the following as required by the *fire code official*:

1. ~~A floor plan that indicates the use of all rooms.~~
2. ~~Locations of alarm initiating devices.~~
3. ~~Locations of alarm notification appliances, including candela ratings for visible alarm notification appliances.~~

4. ~~Locations of fire alarm control unit, transponders, and notification power supplies.~~
5. ~~Annunciators.~~
6. ~~Power connection.~~
7. ~~Battery calculations.~~
8. ~~Conductor type and sizes.~~
9. ~~Voltage drop calculations.~~
10. ~~Manufacturer's data sheets indicating model numbers and listing information for equipment, devices and materials.~~
11. ~~Details of ceiling height and construction.~~
12. ~~The interface of fire safety control functions.~~
13. ~~Classification of the supervising station.~~
1. Project name, street address and owner's name.
2. Contractor name, address, phone number, license numbers, license classification, and license limit.
3. Wet/electronic signature of licensee (contractor's Master or Qualified Employee).
4. Wet/electronic signature of the NICET designer or Nevada Registered Fire Protection Engineer who prepared the plan, drawing and calculations. For plans prepared by a NICET designer, the designer's printed name and certificate number shall follow the signature.
5. Occupancy classification. For all occupancies, state the occupant load.
6. Fire alarm circuit classification (power-limited or non-power-limited).
7. Class/style designation of all initiating device circuit (IDC), signaling line circuits (SLC), and notification appliance circuits (NAC).
8. Conductor type and size.
9. Sequence of operation input/output matrix as required by NFPA 72.
10. Symbol legend with equipment description (manufacturer's name and model number) and mounting description (surface, semi-flush, flush, and exterior).
11. When required by the *fire code official* symbols used on the shop drawings shall follow NFPA 170, 2006 edition.
12. Site plan.
13. Floor plan drawn to an indicated scale (1/8" minimum) on sheets of a uniform size showing:
    a. Point of compass (north arrow).
    b. Walls, doors, windows, openings, stairs, elevators, passageways, high piled storage racks, etc., as applicable to depict the facility.
    c. Room use identification labels.
    d. Alarm initiating device, notification appliance, and auxiliary controlled or monitored equipment and systems, control and annunciation equipment location (s).
    e. Conductor/conduit routing and size.
    f. Location of end-of-line resistors.
    g. Zone identification (conventional system).
    h. Device addresses (addressable systems).
    i. Notification appliance numbering by circuit and device corresponding to the riser and/or one line diagrams.
    j. Power panels and circuit connections.
    k. Key plan.
    l. Ceiling heights, and construction (i.e., beam, joist, soffit, or other projection extending below the ceiling when a ceiling mounted device and/or appliance is used).
14. Mounting height detail for wall mounted device and/or appliance.
15. Riser diagram including the following information:
    a. General arrangement of the system, in building cross-section.
    b. Wall/shaft/stairwell and/or cable ratings when survivability or class A requirements apply.
    c. Type and number of circuits in each riser.

d. Type and number of fire alarm system components/devices on each circuit, on each floor or level.

16. *Fire code official* standard shop drawing notes.

17. Standardized calculations (shown on the plans unless otherwise approved):
    a. Battery (all panels).
    b. Load (all notification appliance and auxiliary circuits).
    c. Voltage drop (all notification appliance circuits, including remote annunciators and auxiliary appliances).

18. Product data submittal including a cover index sheet listing products used by make and model number, manufacturer data sheets and listing information for all equipment, devices, materials, wire and cable.

19. Design number and detail of penetration fire stop system when required.

20. Any additional information determined necessary by the *fire code official*.

907.1.4

907.1.4 Signage. A "FIRE ALARM CONTROL PANEL" sign shall be provided in minimum 2" letters with a minimum ½" stroke. The color of the letters shall be contrasting with respect to the background. The sign shall be provided on the door leading to the fire alarm control panel(s), unless otherwise approved by the *fire code official*.

907.2

907.2 Where required-new buildings and structures. An *approved* fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code.

In separated mixed-use occupancy buildings the fire alarm/detection system shall be limited to the *fire area* that requires the system. In non-separated mixed-use occupancy buildings containing an occupancy with a fire alarm/detection system the system is required to be extended throughout the building or *fire area*.

A fire alarm system shall be installed throughout all buildings three or more stories in height.

Exception: Group R-3 occupancies and single-family dwellings built under the IRC.

A minimum of one manual fire alarm box shall be provided in an *approved* location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices. Where other sections of this code allow elimination of fire alarm boxes to sprinklers, a single fire alarm box shall be installed.

Exceptions:

1. ~~1.~~ The manual fire alarm box ~~is not required~~ shall not be installed for fire alarm systems dedicated to elevator recall control and supervisory service~~.~~ and fire sprinkler monitoring systems.
2. ~~The manual fire alarm box is not required for Group R-2 occupancies unless required by the *fire code official* to provide a means for fire watch personnel to initiate an alarm during a sprinkler system impairment event. Where provided, the manual fire alarm box shall not be located in an area that is accessible to the public.~~

907.2.3.1

907.2.3.1 Locking manual pull stations. When buildings are protected throughout by an approved automatic sprinkler system, manual pull stations are allowed to be of the institutional type devices in areas normally occupied by students, subject to the following conditions:

1. Approval of the *fire code official* shall be obtained prior to any conversions or installation. The Key operated devices shall be a listed "institutional" type and not a field modified device.
2. All school staff members shall be trained in the operation of the key operated devices and shall receive a key with obvious markings, for operating the manual pull station. Staff members shall have their key at all times while on school property.
3. The school official shall collect training reports verifying that staff has had training on a quarterly basis and shall be available for review by the *fire code official* upon request.
4. The Fire Department may conduct unannounced drills or training.
5. Unacceptable performance as evaluated by the *fire code official* may result in a requirement to convert the devices back to traditional type.

907.2.7.1

~~907.2.7.1 Occupant notification. During times that the building is occupied, the initiation of a signal from a manual fire alarm box or from a water flow switch shall not be required to activate the alarm notification appliances when an alarm signal is activated at a constantly attended location from which evacuation instructions shall be initiated over an emergency voice/alarm communication system installed in accordance with Section 907.6.2.2.~~

907.2.8.2

907.2.8.2 Automatic smoke detection system. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.6 shall be installed throughout all interior corridors serving sleeping units. For the purposes of this section, interior means a conditioned space.

> **Exception:** An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.9.1

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 707.6 shall be installed in Group R-2 occupancies where:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge;
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit; or
3. The building contains ~~more than 16~~ 15 or more dwelling units or sleeping units.

Exceptions:

1. A fire alarm system is not required in buildings not more than two stories in height where all dwelling units or sleeping units and contiguous attic and crawl spaces are separated from each other and public or common areas by at least 1-hour fire partitions and each dwelling unit or sleeping unit has an exit directly to a public way, exit court or yard.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow.
   2.1 At least one manual fire alarm box is installed at an approved location.
3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units and are protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1-or 903.3.1.2, provided that dwelling units either have a means or egress door opening directly to the exits or are served by open-ended corridors designed in accordance with Section 1026.6, Exception 4.

907.2.9.1.1

907.2.9.1.1 Automatic smoke detection system. When a fire alarm system is required, an automatic smoke detection system that activates the occupant notification system in accordance with Section 907.6 shall be installed throughout all interior corridors serving sleeping units. For the purposes of this section, interior means a conditioned space.

Exception: An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

907.2.13

907.2.13 High-rise buildings. Buildings with a floor used for human occupancy located more that ~~75~~ 55 feet above the lowest level of fire department vehicle access shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.6.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the IBC.
2. Open parking garages in accordance with Section 406.3 of the IBC.
3. ~~Buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the IBC.~~
3. Low-hazard special occupancies in accordance with Section 503.1.1 of the IBC.
5. ~~Buildings with an occupancy in Group H-1, H-2 or H-3 in accordance with Section 415 of the IBC.~~
6. ~~In Group I-1 and I-2 occupancies, the alarm shall sound at a constantly attended location and general occupant notification shall be broadcast by the emergency voice/alarm communication system.~~

907.2.13.1.1

907.2.13.1.1 Area smoke detection. Area smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall operate the emergency voice/alarm communication system in accordance with Section 907.6.2.2. Smoke detectors shall be located as follows:

1. In each mechanical equipment~~, electrical, transformer, telephone equipment~~ or similar room which is not provided with sprinkler protection.
2. In each elevator machine room and in elevator lobbies.
3. In each ~~electrical~~, transformer, telephone equipment and information technology equipment room.
4. In each electrical room (i.e., a room designed and dedicated to electrical distribution).

> Exception: Mechanical equipment and similar rooms containing electrical equipment necessary for the operation of that equipment, such as motor control centers, variable frequency drives, service disconnects, building automation controls, and other similar electrical equipment are not required to be provided with smoke detection.

907.2.13.2

907.2.13.2 Fire department communication system. Where a wired communication system is provided in addition to ~~*approved* in lieu of~~ a radio coverage system in accordance with Section 510, the wired fire department communication system shall be designed and installed in accordance with NFPA 72 using warden stations and shall operate between a *fire command center* complying with Section 508, elevators, elevator lobbies, emergency and standby power rooms, fire pump rooms, areas of refuge and inside enclosed *exit stairways* and other locations as required by the *fire code official*.

907.2.13.3

907.2.13.3 Multi-channel voice evacuation. Voice evacuation systems for high-rise buildings shall be multi-channel systems.

907.2.13.4

907.2.13.4 Reliability. If a networked fire alarm system is installed, and if the fire alarm network nodes are interconnected utilizing physical conductors (e.g., metallic, optical fiber), the network nodes shall be interfaced with each other utilizing Style 6 or Style 7 wiring methods. The outgoing and return conductors shall not be run in the same cable assembly, enclosure, or raceway.

907.4.1

907.4.1 Duct smoke detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit when a fire alarm system is provided ~~required by Section 907.2~~. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal ~~at a constantly attended location~~ on the building's fire alarm control unit when a fire alarm system is provided and shall perform the intended fire safety function in accordance with this code and the IMC. Duct smoke detectors shall not be used as a substitute for required open area detection.

> Exceptions:
>
> ~~1.~~ The supervisory signal at a constantly attended location is not required where duct smoke detectors activate ~~the building's alarm notification appliances.~~ a supervisory signal on the building's fire alarm system.

~~2. In occupancies not required to be equipped with a fire alarm system, actuation of a smoke detector shall activate a visible and an audible signal in an approved location. Smoke detector trouble conditions shall activate a visible or audible signal in an approved location and shall be identified as air duct detector trouble.~~

907.5.1

907.5.1 Protection of fire alarm control unit. In areas that are not continuously occupied, ~~a single smoke detector~~ automatic smoke detection shall be provided at the location of each fire alarm control unit, notification appliance circuit power extenders and supervising station transmitting equipment.

Exceptions:

1. Where ambient conditions prohibit installation of smoke detector, a heat detector shall be permitted.
2. ~~The smoke detector shall not be required where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.~~
2. Dedicated function fire alarm systems shall not have smoke detectors installed.

907.5.2

907.5.2 Manual fire alarm boxes. Where a manual fire alarm system is required by another section of this code, it shall be activated by dual action fire alarm boxes installed in accordance with section 907.5.2.1 through 907.5.2.5.

907.6.2.1.1

907.6.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (15 dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure levels shall be: ~~75 dBA in occupancies in Groups R and I-1;~~ 90 dBA in mechanical equipment rooms; and ~~60~~ 80 dBA in other occupancies. One of the two methods below shall be utilized to ensure that the minimum sound level will be achieved:

(1) Audible notification devices shall be installed in each occupied area, including but not limited to spaces such as bathrooms, walk-in closets, storage rooms, and walk-in coolers/freezers.

(2) In lieu of providing audible notification devices within certain spaces, calculations may be performed in order to prove that the alarm signals from the proposed adjacent audible devices will achieve a minimum of 80 decibels inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed.

907.6.2.1.1.1

907.6.2.1.1.1 Where occupants are incapable of evacuating themselves because of age, physical or mental disabilities, or physical restraint, the private mode as described in NFPA 72, National Fire Alarm Code, may be permitted to be used when allowed by the *fire code official*. Only the attendants and other personnel required to

evacuate occupants from a zone, area, floor, or building shall be required to be notified when allowed by the *fire code official*. The notification shall include means to readily identify the zone, area, floor, or building in need of evacuation.

907.6.2.1.2

907.6.2.1.2 Maximum sound pressure. The maximum sound pressure level for audible alarm notification appliances shall be 110 dBA at the minimum hearing distance from the audible appliance. Where the average ambient noise is greater than 95 dBA, visible alarm notification appliances shall be provided in accordance with NFPA 72. ~~and audible alarm notification appliances shall not be required.~~

907.6.2.3

907.6.2.3 Visible Alarms. Visible alarm notification appliances shall be provided in accordance with Sections 907.6.2.3.1 through 907.6.2.3.4.

Exceptions:

1. Visible alarm notification appliances are not required in alterations~~,~~ when the building does not have visible devices installed anywhere within the building, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in exits as defined in Section 1002.1.
3. Visible alarm notification appliances shall not be required in elevator cars.

907.6.2.3.1

907.6.2.3.1 Public and common areas. Visible alarm notification appliances shall be provided in public areas and common areas.

Exceptions:

1. Electrical and mechanical rooms that are not normally occupied or less than 400 square feet.
2. Janitor closets.
3. Storage rooms less than 400 square feet.
4. Exit enclosures .
5. Individual work areas or offices and private toilets serving individual work areas or offices.
6. Individual inmate sleeping areas and patient sleeping rooms.

907.7.3.1

907.7.3.1 ~~Zoning indicator panel.~~ Alarm Annunciator. ~~A zoning indicator panel and the associated controls shall be provided in an approved location. The visual zone indication shall lock in until the system is reset and shall not be canceled by the operation of an audible alarm silencing switch.~~ Alarm annunciators shall comply with all of the following:

1. If a building has a main entrance/foyer, a remote annunciator shall be provided inside the building at the main entrance/foyer.
   Exception: When the fire alarm control unit is located inside the building at the main entrance/foyer, a remote annunciator is not required at the main entrance/foyer.

2. If a building has a fire riser room with an exterior door, a remote annunciator shall be provided within the fire riser room.

   Exception: When the fire alarm control unit is located within the fire riser room, a remote annunciator is not required within the fire riser room.

3. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator.
4. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s).
5. The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

907.7.5

907.7.5 Monitoring. Fire alarm systems required by this chapter or by the IBC shall be monitored by an approved supervising station in accordance with NFPA 72. Home care facilities that are licensed by the State of Nevada are also required to be monitored per this section. Proprietary Supervising Station Systems (also called self-monitoring systems), when allowed by the *fire code official*, shall be in accordance with the IFC, with NFPA 72, and with the *fire code official* guidelines.

Exception: Monitoring by a supervising station is not permitted unless specifically approved by the *fire code official* ~~is not required~~ for:

1. Single- and multiple station smoke alarms required by Section 907.2.11.
~~2. Smoke detectors in Group I-3 occupancies.~~

~~3.~~2. Automatic sprinkler systems in one- and two-family dwellings.

~~4.~~3. Manual fire alarm systems, when provided with approved signs in the following locations: directly below the horn and strobe located on the exterior of the building and adjacent to each manual pull station. The signs shall read as follows: WHEN ALARM SOUNDS - CALL 911. The signs below the horns and strobes shall be of durable material with permanent lettering having a 2" minimum height and minimum ½" stroke on a contrasting background. The sign adjacent to each pull station shall be of durable material with permanent lettering having a ¼" minimum height on a contrasting background.

In occupancies provided with a fire alarm system, the following five distinctly different alarm signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm, if provided with a fire sprinkler system.
2. Fire Alarm.
3. System Trouble.
4. Supervisory, when applicable.
5. Valve Tamper Supervisory, if provided with a fire sprinkler system.

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department, unless otherwise required by the *fire code official*.

907.7.5.2

907.7.5.2 Supervising Stations. A permit is required when the following occurs:

1. Supervising station adds a new monitoring subscriber.

2. Supervising station changes services or transfers accounts for an existing subscriber. For example, a new tenant or building owner utilizing the same supervising station.

Supervising stations shall not provide monitoring services for a subscriber until final acceptance and approval is granted by the *fire code official*.

Supervising stations shall not transfer accounts without notification to the Fire Department. Notification must be received in writing within 30 days of transfer.

In the event a monitoring contract is terminated, canceled or not renewed, the *fire code official* shall be notified in writing within 24 hours.

A current UL or FM Central Station Certification shall be provided on an annual basis.

Supervising stations shall annually provide documentation of runner service. Runner service shall be in accordance with UL 827.

907.7.6

907.7.6 Control units. Unless otherwise approved, not more than one main or master fire alarm control unit shall be permitted per building, in an approved location. Unless otherwise approved, not more than one monitoring panel shall be permitted per building.

907.7.7

907.7.7 Connections to other systems. A fire alarm system shall not be used for any purpose other than fire warning unless approved by the *fire code official*. Interconnections to other systems shall be listed for compatibility or approved by the *fire code official*.

907.7.8

907.7.8 Secondary Response Point. A Secondary Response Point (SRP) shall be provided in accordance with this section.

907.7.8.1 Where required. When required by the fire code official, an SRP shall be provided in buildings/facilities that are required to be served by a Fire Command Center.

907.7.8.2 Components required. The SRP shall have the following components:

1. A fire alarm LCD annunciator that provides a means to scroll through the list of devices that are activated and to acknowledge each alarm. The fire alarm annunciator shall not have the capability of silencing or resetting the building fire alarm system.
2. A microphone capable of providing all-call voice messaging over all notification appliance circuits of the alarm communication system.
3. A pull station capable of evacuating the entire building.
4. An elevator panel that allows the manual transfer of standby power to each elevator cab for all elevators located within the building.

907.7.8.3 Location. The SRP shall be located as follows, subject to the approval of the fire code official:

1. The SRP shall be located on the floor designated for primary elevator recall.
2. The exterior entrance leading to the SRP shall be adjacent to the fire department vehicle access lane.
3. The SRP shall be located in an area inaccessible to the public.

4. The SRP shall be located within a travel distance of 200 feet from the building entry.
5. The entrance to the SRP shall be separated from the Fire Command Center a minimum distance equal to 25% of the building perimeter, or a minimum of 250 feet, as measured along the building perimeter.

907.9

907.9 Inspection, testing and maintenance. The maintenance and testing schedules and procedures for fire alarm and fire detection systems shall be in accordance with Sections 907.9.1 through 907.9.5 and NFPA 72.

All fire alarm systems shall be tested and inspected in accordance with nationally recognized standards and the State of Nevada Fire Marshals' Regulations. The alarm contractor shall also provide proof of a license to do business within the *fire code official's* area. A maintenance contract from an approved fire alarm company is required.

Inspection reports shall be kept on-site and shall be readily available to the inspection authority. A copy of inspection reports containing deficiencies shall be mailed to the fire code official within 48 hours, only when the owner or occupant has been notified of a discrepancy(s) and fails to correct the discrepancy(s) within 30 days whenever any deficiency of the system or violation of the Fire Code is noted.

Prior to service or testing of any equipment, the Fire Department's Dispatch Center shall be notified of the location of the test and the approximate time that the equipment will be inoperable. Upon the completion of the test and inspection, the Fire Department Dispatch Center shall be notified that the system is operable.

In the event a service/maintenance contract is canceled or not renewed, the *fire code official* shall be notified by the service company within 24 hours.

908.7

908.7 When an emergency alarm system is interfaced with a building's fire alarm system. When an emergency alarm system is interfaced with a building's fire alarm system, the signal produced at the fire alarm control unit shall be a supervisory signal.

909.4.6

909.4.6 Duration of operation. All portions of active or passive smoke control systems shall be capable of continued operation after detection of the fire event for a period of not less than ~~either~~ 20 minutes ~~or 1.5 times the calculated egress time, whichever is less~~.

Exception: An engineered analysis utilizing twice the estimated egress time to demonstrate that all occupants can safely evacuate shall be permitted.

909.5.2

909.5.2 Opening protection. Openings in *smoke barriers* shall be protected by automatic-closing devices actuated by the required controls for the mechanical smoke control system. Door openings shall be protected by *fire door assemblies* complying with Section 715.4.3 of the *International Building Code*.

Exceptions:

1. Passive smoke control systems with automatic-closing devices actuated by spot-type smoke detectors *listed* for releasing service installed in accordance with Section 907.10.
2. Fixed openings between smoke zones that are protected utilizing the airflow method.
3. In Group I-2, where such doors are installed across *corridors*, a pair of opposite-swinging doors without a center mullion shall be installed having vision panels with fire protection-rated glazing materials in fire protection-rated frames, the area of which shall not exceed that tested. The doors shall be close-fitting within operational tolerances and shall not have undercuts, louvers, or grilles. The doors shall have head and jamb stops, astragals or rabbets at meeting edges and shall be automatic-closing by smoke detection in accordance with Section 715.4.8.3 of the *International Building Code.* Positive-latching devices are not required.
4. Group I-3
5. Openings between smoke zones with clear ceiling heights of 14 feet (4267 mm) or greater and bank-down capacity of greater than 20 minutes as determined by the design fire size.
6. Door openings in *smoke barriers* shall be permitted to be protected by *self-closing* fire doors in the following locations:

    6.1 Guest rooms.

    6.2 Individual dwelling units.

    6.3 Mechanical rooms.

    6.4 Elevator machine rooms.

    6.5 Electrical rooms used exclusively for that purpose.

    6.6 Doors typically maintained in a closed position as approved by the Building Official.

909.16

909.16 Fire-fighter's smoke control panel. A fire-fighter's smoke control panel for fire department emergency response purposes only shall be provided and shall include manual control or override of automatic control for mechanical smoke control systems. The panel shall be located in a fire command center complying with Section 508 in high-rise buildings or buildings with smoke-protected assembly seating. In all other buildings, the fire-fighter's smoke control panel shall be installed in an approved location adjacent to the fire alarm control panel. The fire-fighter's smoke control panel shall comply with Sections 909.16.1 through 909.16.3.

~~**909.16.1 Smoke control systems.** Fans within the building shall be shown on the fire-fighter's control panel. A clear indication of the direction of airflow and the relationship of components shall be displayed. Status indicators shall be provided for all smoke control equipment, annunciated by fan and zone and by pilot lamp-type indicators as follows:~~

~~1. Fans, dampers and other operating equipment in their normal status – WHITE.~~
~~2. Fans, dampers and other operating equipment in their off or closed status – RED.~~
~~3. Fans, dampers and other operating equipment in their on or open status – GREEN.~~
~~4. Fans, dampers and other operating equipment in a fault status – YELLOW/AMBER.~~

~~909.16.2 Smoke control panel. The fire-fighter's control panel shall provide control capability over the complete smoke control system equipment within the building as follows:~~

~~1. ON-AUTO-OFF control over each individual piece of operating smoke control equipment that can also be controlled from other sources within the building. This includes stairway pressurization fans; smoke exhaust fans; supply, return and exhaust fans; elevator shaft fans; and other operating equipment used or intended for smoke control purposes.~~
~~2. OPEN-AUTO-CLOSE control over individual dampers relating to smoke control and that are also controlled from other sources within the building.~~
~~3. ON-OFF or OPEN-CLOSE control over smoke control and other critical equipment associated with a fire or smoke emergency and that can only be controlled form the fire fighter's control panel.~~

~~Exceptions:~~

~~1. Complex systems, where approved, where the controls and indicators are combined to control and indicate all elements of a single smoke zone as a unit~~
~~2. Complex systems, where approved, where control is accomplished by computer interface using approved, plain English commands.~~

~~909.16.3 Control action and priorities. The fire fighter's control panel actions shall be as follows:~~

~~1. ON-OFF and OPEN-CLOSE control actions shall have the highest priority of any control point within the building. Once issued from the fire fighter's control panel, no automatic or manual control from any other control point within the building shall contradict the control action. Where automatic means are provided to interrupt normal, nonemergency equipment operation or produce a specific result to safeguard the building or equipment (i.e., duct freezestats, duct smoke detectors, high temperature cutouts, temperature actuated linkage and similar devices), such means shall be capable of being overridden by the fire fighter's control panel. The last control action as indicated by each fire fighter's control panel switch position shall prevail. In no case shall control actions require the smoke control system to assume more than one configuration at any one time.~~
~~Exception: Power disconnects required by NFPA 70.~~

~~2. Only the AUTO position of each three-position fire fighter's control panel switch shall allow automatic or manual control action from other control points within the building. The AUTO position shall be the NORMAL, nonemergency, building control position. Where a fire fighter's control panel is in the AUTO position, the actual status of the device (on, off, open, closed) shall continue to be indicated by the status indicator described above. When directed by an automatic signal to assume an emergency condition, the NORMAL position shall become the emergency condition for that device or group of devices within the zone. In no case shall control actions require the smoke control system to assume more than one configuration at any one time.~~

909.16.1 Smoke control systems. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.16.2 Smoke control panel. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.16.3 Control action and priorities. The fire-fighter's smoke control panel shall be designed in accordance with the *fire code official's* guidelines.

909.17

909.17 System response time. Smoke-control system activation shall be initiated immediately after receipt of an appropriate automatic or manual activation command. Smoke control systems shall activate individual components (such as dampers and fans) in the sequence necessary to prevent physical damage to the fans, dampers, ducts and other equipment. For purposes of smoke control, the fire-fighter's smoke control panel response time shall be the same for automatic or manual smoke control action initiated from any other building control point. The total response time, including that necessary for detection, shut-down of operating equipment and smoke control system startup, shall allow for full operational mode to be achieved before the conditions in the space exceed the design smoke condition. ~~The system response time for each component and their sequential relationships shall be detailed in the required rational analysis and~~ Upon receipt of an alarm condition at the fire alarm control panel, fans, dampers and automatic doors shall have achieved their proper operating state and final status shall be indicated at the smoke control panel within 90 seconds. ~~v~~Verification ~~of their installed condition~~ shall be reported in the required final report.

909.18.8.3

909.18.8.3 Reports. A complete report of testing shall be prepared by the special inspector or special inspection agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or mark. The report shall be reviewed by the responsible registered design professional and, when satisfied that the design intent has been achieved, the responsible registered design professional shall seal, sign and date the report with a statement as follows:

> I have reviewed this report and by personal knowledge and on-site observation certify that the smoke-control system is in substantial compliance with the design intent, and to the best of my understanding complies with requirements of the code.

909.18.8.3.1 Report filing. A copy of the final report shall be filed with the fire and building *code official* and an identical copy shall be maintained in an approved location at the building.

909.18.10

909.18.10 Alternative testing method. When required by the *Code official*, theatrical smoke or other approved tracer gases shall be used during final acceptance testing to visually verify air movement.

909.20

909.20 Maintenance. Smoke control systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of controlling smoke for the duration required. ~~The system shall be maintained in accordance with the manufacturer's instructions and Sections 909.20.1 through 909.20.5.~~

Inspection and periodic testing of existing smoke control systems shall be performed in accordance with the Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification, the manufacturer's instructions and Sections 909.20.1 through 909.20.5.

909.20.4

909.20.4 Dedicated smoke control systems. Dedicated smoke control systems shall be operated for each control sequence semiannually. When required by the *fire code official*, ~~T~~the system shall also be tested under standby power conditions.

909.20.5

909.20.5 Nondedicated smoke control systems. Nondedicated smoke control systems shall be operated for each control sequence annually. When required by the *fire code official*, ~~T~~the system shall also be tested under standby power conditions.

910.3.2.2

910.3.2.2 Sprinklered buildings. Where installed in buildings equipped with an approved automatic sprinkler, smoke and heat vents shall be designed to operate automatically by actuation of a heat-responsive device rated at a minimum temperature of 360° F (182° C).

910.3.5

910.3.5 Draft curtains. Where required by Table 910.3, draft curtains shall be installed only in non-sprinklered buildings on the underside of the roof in accordance with this section.

~~Exception: Where areas of the building are equipped with ESFR sprinklers, draft curtains shall not be provided within these areas. Draft curtains shall only be provided at the separation between the ESFR sprinklers and the non-ESFR sprinklers.~~

912.3.2

912.3.2 Clear space around connections. A working space of not less than 36 inches (762 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height not including any doors or windows, shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections, except as otherwise required or approved by the ~~fire chief~~ *fire code official.*

913.1.1

913.1.1 Redundant pumps in high-rise structures. Where pumps are used in structures with walking levels greater than 250 feet (76 m) in height above the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump

913.1.2

913.1.2 Redundant pumps in multiple structures. Where a fire pump is used for booster pressure supply to multiple structures, a redundant fire pump shall be provided for each required fire pump.

913.2.1

913.2.1 Protection of pump rooms. Rooms where fire pumps are located shall be separated from all other areas of the building ~~in accordance with Section 913.2.1 of the International Building Code.~~ with 2-hour rated walls and ceilings.

Exception: Where the pump is housed in a room that is 50 feet or greater from the building being protected, then 2-hour rated walls and ceilings are not required.

913.2.1.1

913.2.1.1 Access. The fire pump room shall have an exterior access door.

913.2.2

913.2.2 Drains. Floor drains having a minimum diameter of 3 inches shall be provided in the fire pump room.

914.4.1

914.4.1 Automatic sprinkler system. An *approved automatic sprinkler system* shall be installed throughout the entire building.

Exceptions:

1. ~~That area of a building adjacent to or above the atrium need not be sprinklered, provided that portion of the building is separated from the atrium portion by not less than a 2-hour *fire barrier* constructed in accordance with Section 712 of the *International Building Code* or *horizontal assemblies* constructed in accordance with Section 712 of the *International Building Code*, or both.~~
2. ~~Where the ceiling of the atrium is more that 55 feet (16 764 mm) above the floor, sprinkler protection at the ceiling of the atrium is not required.~~

914.6.1

914.6.1 Automatic sprinkler system. Stages shall be equipped with an automatic fire-extinguishing system in accordance with Chapter 9. Sprinklers shall be installed under the roof and gridiron and under all catwalks and galleries over the stage. Sprinklers shall be installed in dressing rooms, performer lounges, shops and storerooms accessory to such stages.

Exceptions:

~~1.~~ ~~Sprinklers are not required under stages less than 4 feet (1219 mm) in clear height utilized exclusively for storage of tables and chairs, provided the concealed space is separated from the adjacent spaces by not less than 5/8 inch (15.9 mm) Type X gypsum board.~~

~~2. Sprinklers are not required for stages 1,000 square feet (93 m2) or less in area and 50 feet (15 240 mm) or less in height where curtains, scenery or other combustible hangings are not retractable vertically. Combustible hangings shall be limited to a single backdrop.~~

~~3~~ Sprinklers are not required within portable orchestra enclosures on stages.

915

SECTION 915

SMOKE REMOVAL

915.1 General. Where required by this code or otherwise installed, smoke removal systems shall conform to the requirements of this section and the Building Code.

915.2 Where Required.

915.2.1 High rise buildings. Smoke removal systems shall be installed in accordance with the Building Code.

915.2.2 Enclosed parking garage. A smoke removal system is required throughout enclosed parking garages. Fans capable of providing a minimum of 10 air changes per hour shall be provided. Fans shall be bidirectional, having capacity equal or greater in the reverse direction as the forward direction. Fans shall automatically exhaust upon sprinkler waterflow. Individual manual control shall be provided for each fan on a graphic smoke control panel adjacent to the fire alarm control panel. The system shall comply with the *fire code official's* guidelines.

915.3 Status Indicators and Controls. Status indicators and controls shall be designed in accordance with the *fire code official's* guidelines.

915.4 System Acceptance. Buildings, or portions thereof required by this code to comply with this section shall not be issued a certificate of occupancy until such time that the *fire code official* determines that the provisions of this section have been fully complied with and that the fire department has received satisfactory instruction on the operation of the system.

Exception: In buildings of phased construction, a temporary certificate of occupancy, as *approved* by the *fire code official*, shall be allowed, provided that those portions of the building to be occupied meet the requirements of this section and that the remainder does not pose a significant hazard to the safety of the proposed occupants or adjacent buildings.

915.5 Maintenance. Smoke removal systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of removing smoke when required.

Inspection and periodic testing of smoke removal systems shall be performed in accordance with the Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification using a Level I inspection firm, and the manufacturer's instructions.

916

SECTION 916

FIRE RISER ROOMS

916.1 Where required. A dedicated fire riser room shall be required for each fire sprinkler system riser.

Exceptions:

1. Where approved by the *Fire code official*, where systems are controlled by wall-mounted Post Indicator Valves (PIV), and where exterior access is provided to the monitoring panel that is located in a conditioned room, a fire riser room is not required.
2. When approved, where a single system serves the building and the system is controlled by a PIV, a riser room is not required.
3. In multi-story facilities, floor control risers are permitted to be located on each floor level in an exit stair enclosure.
4. Systems designed in accordance with NFPA 13D do not require fire riser rooms.
5. Systems designed in accordance with NFPA 13R shall have a riser room/closet that is large enough to facilitate access to all the necessary fire sprinkler and fire alarm valves and devices. This area shall be accessible from the outside with either a door or an access panel large enough to allow for testing and maintenance of system. The area shall also maintain a minimum temperature of 40° F and a maximum temperature of 100° F.

916.2 Contents. The primary fire riser room shall contain the fire riser into the building. The fire riser shall contain at a minimum, a flow switch, a check valve, and a control valve.

Exception: Where there is a single system in the building and an exterior Post Indicator Valve (PIV) is provided, then the control valve is not required in the fire riser room.

916.3 Exterior Access Door. Fire riser rooms shall have an exterior access door with a minimum width of 36 inches (914 mm) and a minimum height of 80 inches (2032 mm)

Exception: For large facilities, such as high-rise, airport terminal, and covered mall buildings, secondary fire risers may be contained in fire riser rooms that are located in dedicated rooms with direct corridor access inside the building without direct access from the exterior.

916.4 Protection. Fire riser rooms shall be separated from the rest of the building by 1-hour fire partitions.

916.5 Conditioning. Fire riser rooms shall be conditioned to maintain a minimum temperature of 40° F and a maximum temperature of 100° F. Heating and cooling units shall be permanently wired. Portable heating and cooling units are not approved for meeting the requirements of this section.

Exception: Where the riser room does not contain a Fire Alarm Control Unit or spare sprinklers heads, the riser room shall not be required to be conditioned for maximum temperature.

916.6 Lighting. Permanently installed artificial lighting with back-up power shall be provided for the riser room.

916.7 Size. The riser room shall have a minimum area of 16 square feet (1.49 m^2), with a minimum dimension of 4 feet, for the first sprinkler riser, plus 10 additional square feet for each additional riser contained.

916.8 Clearances for a fire alarm control unit. Where a fire alarm control unit is located in the fire riser room, the unit shall be located so that there is a minimum clearance in accordance with the electrical code.

916.9 Auxiliary control valves. Fire riser rooms are not required for auxiliary control valves.

916.10 Signage. Weatherproof signage shall be provided on the exterior access door. Signage shall state "Fire Sprinkler Riser Room" in a contrasting color. Letters shall have a minimum height of 2 inches with a minimum stroke of 3/8 inch.

1008.1.9.7

1008.1.9.7 Delayed egress locks. *Approved, listed,* delayed egress locks shall be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or an *approved* automatic smoke or heat detection system installed in accordance with items Section 907, provided that the doors unlock in accordance with Items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an *exit.*

1. The doors unlock upon actuation of the *automatic sprinkler system* or automatic fire detection system.
2. The doors unlock upon loss of power controlling the lock or lock mechanism.
3. The door locks shall have the capability of being unlocked by a signal from the fire command center.
4. The initiation of an irreversible process which will release the latch in not more than 15 seconds when a force of not more than 15 pounds (67 N) is applied for 1 second to the release device. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the door lock has been released by application of force to the releasing device, relocking shall be by manual means only.

   ~~Exception: Where approved, a delay of not more than 30 seconds is permitted~~.
5. A sign shall be provided on the door located above and within 12 inches (305 mm) of the release device reading: PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 ~~[30]~~ SECONDS.
6. Emergency lighting shall be provided at the door.

1011.6

1011.6 Low-level exit signs. Where exit signs are required by Section 1011.1, additional approved low-level exit signs that are internally or externally illuminated shall be provided in all corridors serving residential units in Group R-1 occupancies and R-2 occupancies with transient use. The bottom of each such sign shall not be less than 6 inches (152 mm) nor more than 18 inches (455 mm) above the floor level and shall indicate the path of exit travel. For exit and exit access doors, the sign shall be on the door or adjacent to the door, with the closest edge of the sign within 4 inches (102 mm) of the doorframe.

1015.2.2

1015.2.2 Three or more exits or exit access doorways. Where access to three or more exits is required, at least two exit doors or exit access doorways shall be arranged in accordance with the provisions of Section 1015.2.1. Additional exits or exit access doorways shall be uniformly distributed so that if one becomes blocked, the others will be available.

1028.6.2.3

1028.6.2.3 Automatic sprinklers. Enclosed areas with walls and ceilings in buildings or structures containing *smoke-protected assembly seating* shall be protected with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1.

~~**Exceptions:**~~

1. ~~The floor area used for contents, performances or entertainment provided the roof construction is more then 50 feet (15 240 mm) above the floor level and the use is restricted to low fire hazard uses.~~
2. ~~Press boxes and storage facilities less than 1,000 square feet (93 m2) in area,~~
3. ~~Outdoor seating facilities where seating and the *means of egress* in the seating area are essentially open to the outside.~~

1102.1

1102.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

Helistop. The same as "Heliport," except that no fueling, defueling, maintenance, repairs or storage (for longer than 24 hours) of helicopters is permitted.

1107.1

1107.1 General. All helistops and heliports shall be designed and constructed in accordance with this code, NFPA 418, and FAA AC No:150/5390-2B. Helistops and heliports shall be maintained in accordance with Sections 1107.2 through 1107.8. Helistops and heliports on buildings shall be constructed in accordance with the International Building Code.

1108

SECTION 1108

EMERGENCY HELICOPTER LANDING PAD

1108 Emergency Helicopter Landing Pad. Each high-rise building, and each separate tower portion of a multiple tower high-rise building, with normally occupied floor levels greater than 420 feet (128 meters) in height above the lowest level of fire department access shall be provided with a rooftop emergency helicopter landing pad in an approved location. A heliport as described in FAA Advisory 150/5390-2B shall be accepted in lieu of the emergency helicopter landing pad.

> **Exception:** Where approved by the Fire Chief, high-rise buildings with small occupant loads, such as themed entertainment buildings, shall not require an emergency helicopter landing pad.

1108.1 Definitions The following definitions shall apply for section 1108.

> **Approach-Departure Path** – The flight path of the helicopter as it approaches or departs from the emergency helicopter landing pad designated take off and landing area. The approach-departure path is

measured from the edge of the takeoff and landing area to the property line at a public way and is a rising slope determined by a ratio of eight feet horizontal distance for every one foot of vertical height.

Peripheral Area – An obstruction free (i.e. no intrusions into the approach-departure path) area adjacent to the takeoff and landing area serving as a safety zone.

Takeoff and Landing Areas – The designated area on the emergency helicopter landing pad from which helicopter departures and approaches are intended to originate or terminate.

Touchdown Pad – The load bearing portion of the emergency helicopter landing pad designated takeoff and landing area on which a helicopter may land.

1108.2 Design and Installation: An emergency helicopter landing pad shall meet the following minimum requirements:

1. Approach-departure path: The pad shall have two approach-departure paths with a minimum 90-degree arc of separation between the two.

2. Touchdown Pad: The touchdown pad shall be square and shall have minimum dimensions of 50 feet by 50 feet.

3. Peripheral Area: The peripheral area (obstruction free safety zone) surrounding the takeoff and landing area/touchdown pad shall be 25 feet from the edge of the takeoff and landing areas.

4. Safety Net: If the touchdown pad is elevated more than 30 inches above the adjoining roof level, a horizontally attached safety net with a minimum width of 5 feet shall be installed around the perimeter. The safety net shall be located in such a manner that it will not penetrate the approach-departure paths. The safety net shall be designed to hold a minimum capacity of 25 lbs/ft^2 (122 kg/m^2).

5. Wind Direction: A lighted wind sock shall be provided. The wind sock shall be visible from each approach-departure path, visible to the pilot at a minimum distance of 500 feet from the landing area, and visible from the landing area. The wind sock shall be located outside of the peripheral area. Where no single location will meet all criteria, multiple wind socks shall be permitted. Wind socks shall be lighted to ensure that the wind sock and the wind direction indicated is clearly visible at night.

6. Access: An exit stair enclosure that serves tower floors shall be extended to provide access from the roof. A lighted path, with minimum 1 foot candela on the walking surface, shall be designated and provided from the landing area to the access stair. The access stair shall be provided with a hose valve supplied by the building standpipe system in accordance with NFPA 14.

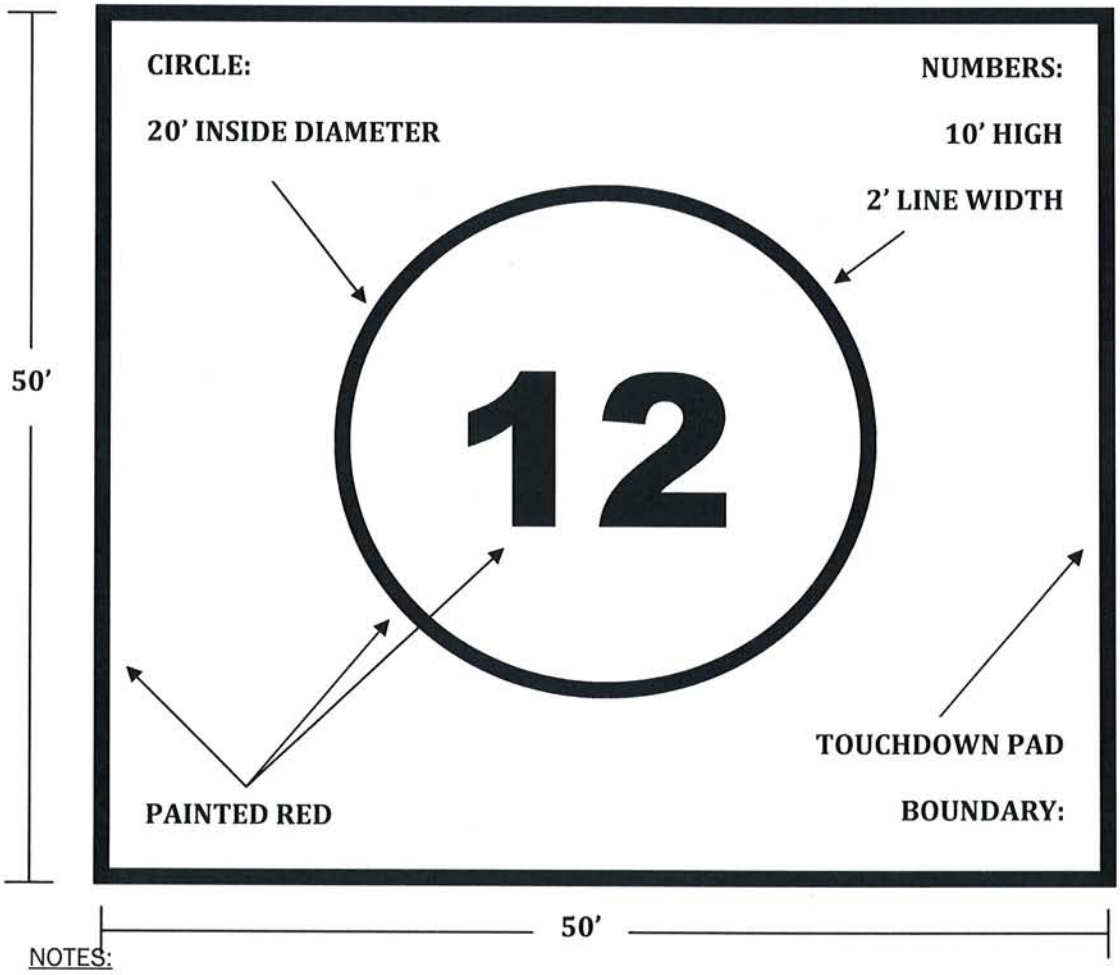
7. Lighting Requirements: Green lights shall be provided on the perimeter of both the touchdown pad and the peripheral area. A minimum of three lights shall be provided per side, with a minimum of 8 lights on the perimeter. Lights at corners shall be allowed to qualify for a light on each of the intersecting sides.

8. Loading Requirements: The touchdown pad shall be designed to withstand a minimum load of 12,000 lbs. Dynamic loading shall be a minimum of 18,000 lbs. Loading capacity shall be indicated by a number indicating the capacity in terms of thousands of pounds (i.e. the number 12 to indicate a capacity of 12,000 lbs.) in a circle in the center of the touchdown area.

9. **Touchdown Pad Markings:** The emergency helicopter landing pad shall be marked as indicated in Figure 1108.

1108.3 Other Limited Uses: Facilities that intend to use the emergency helicopter landing pad for private or commercial use other than for emergency helicopter landing shall comply with NFPA 418, in addition to all applicable FAA requirements, and in addition to the requirements set forth in this section. Other limited uses shall be limited to a maximum time period of 2 hours in every 24-hour period to ensure that the landing pad is available for emergency use.

Figure 1108



NOTES:

1. The preferred touchdown pad background color is white.
2. The red numeral indicates the allowable weight, in thousands of pounds, that the pad is capable of supporting.

1409.1

1409.1 Site identification. ~~Emergency telephone. Readily accessible emergency telephone facilities shall be provided in an approved location at the construction site.~~ The street address of the construction site ~~and the emergency telephone number of the fire department~~ shall be posted in accordance with Section 505.1. ~~adjacent to the telephone.~~

1412

SECTION 1412

WATER SUPPLY FOR FIRE PROTECTION

1412.1 When required. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. Additional fire flow shall be provided upon commencement of vertical construction in accordance with Section 1412.

1412.2 Volume required. The required volume of fire flow shall be based on the fire flow required for the building/facility when constructed, with reductions permitted as set forth in this section. In all cases, a minimum fire flow of 1,500 gpm shall be required.

> **Exception:** Where approved by the fire code official for rural areas or other areas with decreased fire flow capacity, the minimum required fire flow may be reduced below 1,500 gpm

1412.3 Combustible material protection. Where combustibles are delivered to a construction site, a minimum fire flow in accordance with Section 1412.2 shall be provided. The fire hydrant(s) shall be within 300 feet of combustible materials.

1412.4 Vertical construction, combustible construction Types III, IV, and V. Required fire flow shall be provided at the commencement of vertical construction in accordance with the separation distance as specified in this section.

1412.4.1 Separation up to 20 feet (6.1m). Where the structure is separated 20 feet (6.1m) or less from property lines against property that has an existing structure or otherwise can be constructed upon, a fire flow of no less than 100% of the required fire flow, including all required hydrant locations, shall be provided.

1412.4.2 Separation greater than 20 feet (6.1m) up to 60 feet (18.3m). Where the structure is separated greater than 20 feet (6.1m) and up to 60 feet (18.3m) from property lines against property that has an existing structure or otherwise can be constructed upon, a fire flow of no less than 50% of the required fire flow shall be provided. Sufficient hydrants to accommodate the required flow shall be provided, subject to approval by the *fire code official*.

1412.4.3 Separation greater than 60 feet (18.3m). Where the structure is separated greater than 60 feet (18.3m) from property lines against property that has an existing structure or otherwise can be constructed upon, fire flow shall be provided in accordance with Section 1412.2. The fire hydrant(s) shall be within 300 feet of the structure protected.

1412.5 Vertical construction, non-combustible construction Types I and II. Fire flow is not required prior to commencing vertical construction of non-combustible construction buildings. Where combustible materials are delivered to the construction site, fire flow in accordance with Section 1412.3 shall be provided. When a standpipe per Section 1413 is provided, fire flow shall be provided in accordance with Section 1412.2.

1412.6 Combustible loading (stocking). Where combustible loading (stocking) of the building has been approved by the *fire code official*, the fire flow provided shall be equal to 100% of the fire flow required at the time of building occupancy.

1412.7 Occupancy of Building. Prior to occupancy of the completed building, the required fire flow shall be provided and flow tested to verify the water system's capability to supply the required fire flow. All acceptance testing shall be witnessed by the *fire code official*.

1412.8 Access. Access in accordance with Section 1410 shall be provided between all hydrants required by this section and the construction being protected.

2206.2.3

2206.2.3 Above-ground tanks located outside, above grade. Above-ground tanks shall not be used for the storage of Class I, II, or IIIA liquid motor fuels except as provided by this section. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority.

2301.3

2301.3 Construction documents. At the time of building permit application for new structures designed to accommodate high-piled storage or for requesting a change of occupancy/use, and at the time of application for a storage permit, plans and specifications shall be submitted for review and approval. In addition to the information required by the International Building Code, the storage permit submittal shall include the information specified in this section. Following approval of the plans, a copy of the approved plans shall be maintained on the premises in an approved location. The plans shall include the following:

1. Floor plan of the building showing locations and dimensions of high-piled storage areas.
2. Usable storage height for each storage area
3. Number of tiers within each rack, if applicable.
4. Commodity clearance between top of storage and the sprinkler deflector for each storage arrangement.
5. Aisle dimensions between storage array.
6. Maximum pile volume for each storage array.
7. Location and classification of commodities in accordance with Section 2303.
8. Location of commodities which are banded or encapsulated.
9. Location of required fire department access doors.
10. Type of fire suppression and fire detection systems.
    a. For density/area fire sprinklers protecting the high-piled storage area, indicate the sprinkler identification number (SIN), the sprinkler k factor, square footage of the remote area, and the system design density. If the SIN is not available, a copy of the manufacturer specification sheet for the sprinkler head is required.
    b. For specific application sprinklers, such as large-drop and ESFR sprinklers, protecting the high-piled storage area, indicate the sprinkler identification number (SIN), the sprinkler k factor, the number of sprinkler heads in the remote area, and the minimum residual pressure provided at the most hydraulically demanding sprinkler head. If the SIN is not available, a copy of the manufacturer specification sheet for the sprinkler head is required.
11. Location of valves controlling the water supply of ceiling and in-rack sprinklers.
12. Type, location, and specifications of smoke removal and curtain board systems.
13. Dimension and location of transverse and longitudinal flue spaces.
14. Additional information regarding design features, commodities, storage arrangement and fire protection features within the high-piled storage area shall be provided at the time of permit, when required by the *fire code official*.
15. Type of shelving material used, whether it is solid, slatted, or wire mesh.

16. Verification of sufficient fire flow provided for the building.

2306.6.1.2

2306.6.1.2 Door size and type. Access doors shall not be less than 3 feet (914 mm) in width and 6 feet 8 inches (2032 mm) in height. Roll-up doors shall not be used ~~unless approved~~.

2308. 2.2

2308.2.2 Racks with solid shelving. Racks with solid shelving having an area greater than 20 square feet (1.86 m^2) ~~32 square feet (3 m^2)~~, measured between approved flue spaces at all four edges of the shelf, shall be in accordance with this section.

Exceptions:

1. Racks with mesh, grated, slatted, or similar shelves having uniform openings not more than 6 inches (152 mm) apart, comprised of at least 50 percent of the overall shelf area, and with approved flue spaces are allowed to be treated as racks without solid shelves.
2. Racks used for the storage of combustible paper records, with solid shelving, shall be in accordance with NFPA 13.

2403.9

2403.9 Anchorage required. Tents or membrane structures that require approval per Section 2403.2 or have more than one level ~~and their appurtenances~~ shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability sealed by a Nevada registered civil or structural engineer shall be furnished to the *fire code official* on request. The documentation shall include a wind load calculation based on ASCS – 7.1, 2005 edition with a Class B, 90 mph wind speed three second gust exposure, a snow load calculation with a snow load of 15 psf or defined snow mitigation, and a seismic load calculation where the loads shall be: 10 psf for the roof assembly, 25 psf for the floor assembly and 15 psf for exterior walls.

2701.4

2701.4 Retail and wholesale storage and display. For retail and wholesale storage and display of nonflammable solid and nonflammable or noncombustible liquid hazardous material in Group M occupancies and in storage in Group S occupancies, see Sections 2702 and 2703.11.

2701.5.1

2701.5.1 Hazardous Materials Management Plan. Where required by the *fire code official* and when the Maximum Allowable Quantity per control area is exceeded, an application for a permit shall include a Hazardous Material Management Plan (HMMP). The HMMP shall include a facility site plan designating the following:

1. Access to each storage and use area.
2. Location of emergency equipment.
3. Location of where liaison will meet emergency responders.

4. Facility evacuation meeting point locations.
5. The general purpose of other areas within the building.
6. Location of all above-ground and underground tanks and their appurtenances including, but not limited to, sumps, vaults, below-grade treatment systems and piping.
7. The hazard classes in each area.
8. Locations of all control areas and Group H occupancies.
9. Emergency exits.

2701.5.2

2701.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the *fire code official*, an application for a permit shall include an HMIS, such as Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III, Tier II Report or other *approved* statement. The HMIS shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard Classification.
7. Amount in Storage.
8. Amount in use-*closed system*.
9. Amount in use-*open system*.
10. Aggregate quantities per control area.
11. Site plan/Floor plan with designated control areas and details of 704 placard for facility and for each control area.
12. Sprinkler design criteria, if sprinklered.
13. Cabinets or exhausted enclosures.
14. NFPA 704 hazard numbers.

2702

RETAIL AND WHOLESALE. The sale of new or used goods to: consumers; retailers; industrial, commercial, institutional or professional users; or to other wholesalers.

2703.2.2.1

2703.2.2.1 Design and construction. Piping, tubing, valves, fittings and related components used for hazardous materials shall be in accordance with the following:

1. Piping, tubing, valves, fittings and related components shall be designed and fabricated from materials that are compatible with the material to be contained and shall be of adequate strength and durability to withstand the pressure, structural and seismic stress and exposure to which they are subject.
2. Piping and tubing shall be identified in accordance with ASME A13.1 to indicate the material conveyed.
3. Readily accessible manual valves or automatic remotely activated fail-safe emergency shutoff valves shall be installed on supply piping and tubing at the following locations:
   3.1 The point of use.
   3.2 The tank, cylinder or bulk source
4. Manual emergency shutoff valves and controls for remotely activated emergency shutoff valves shall be identified and the location shall be clearly visible, accessible and indicated by means of a sign.

5. Backflow prevention or check valves shall be provided when the backflow of hazardous materials could create a hazardous condition or cause the unauthorized discharge of hazardous materials.
6. Where gases or liquids having a hazard ranking of:

   Health Class 3 or 4
   Flammability Class 4
   Instability Class 3 or 4

   In accordance with the NFPA 704 are carried in pressurized piping above 15 pounds per square inch gauge (psig) (103kPa), an *approved* means of leak detection and emergency shutoff or excess flow control shall be provided. Where the piping originates from within a hazardous material storage room or area, the excess flow control shall be located within the storage room or area. Where the piping originates from a bulk source, the excess flow control shall be located as close to the bulk source as practical.

   Exceptions:

   1. Piping for inlet connections designed to prevent backflow.
   2. Piping for pressure relief devices.

7. New and existing remote tank filling connections shall be in accordance with this subsection 7.
   7.1 Permanent signs clearly indicating the tank contents associated with each connection port shall be displayed at the remote filling station. Signage shall be in English as a primary language or in symbols allowed by this code, shall be durable, and the size color and lettering shall be *approved*.
   7.2 The transfer hose connection for liquids that have a pH of 6.0 or less (acidic) shall be equipped with female "Cam-lock" type fittings, sized appropriately.
   7.3 The transfer hose connection for liquids that have a pH of 8.0 or greater (basic) shall be equipped with male "Cam-lock" type fittings, sized appropriately.

2703.5

2703.5 Hazard Identification signs. Unless otherwise exempted by the *fire code official*, visible hazard identification signs as specified in NFPA 704 for the specific material contained shall be placed on stationary containers and above-ground tanks and at entrances to locations where hazardous materials are stored, dispensed, used or handled in quantities requiring a permit and at specific entrances and locations designated by the *fire code official*.

2703.5.1 Signage Rating Method. Where more than one chemical is present in a building or specific area, signs shall be provided using one of the following methods:

(1) *Composite Method.* Where many chemicals are present, a single sign shall summarize the maximum ratings contributed by the material(s) in each category and the special hazard category for the building and/or the area.

(2) *Individual Method.* Where only a few chemicals are present or where only a few chemicals are of concern to emergency responders (taking into account factors including physical form, hazard rating, and quantity), individual signs shall be displayed. The chemical name shall be displayed below each sign.

(3) *Composite-Individual Combined Method.* A single sign shall be used to summarize the ratings via the Composite method for buildings or other numerous chemicals. Signs based on the individual Method shall be used for rooms or smaller area within the building containing small numbers of chemicals.

~~2703.5.1~~ 2703.5.2 **Markings.** Individual containers, cartons, or packages shall be conspicuously marked or labeled in an approved manner. Rooms or cabinets containing compressed gases shall be conspicuously labeled: COMPRESSED GAS.

2703.8.3.5

2703.8.3.5 Hazardous materials in *retail and wholesale* Group M display and storage areas and in retail and wholesale Group S storage areas. The aggregate quantity of nonflammable solid and nonflammable or noncombustible liquid hazardous materials allowed within a single *control area* of a *retail and wholesale* Group M display and storage area or a retail and wholesale Group S storage area is allowed to exceed the *maximum allowable quantities per control* area specified in Tables 2703.1.1(1) and 2703.1.1(2) without classifying the building or use as a Group H occupancy, provided that the materials are displayed and stored in accordance with Section 2703.11.

2703.8.8

2703.8.8 Hazardous Materials Information Storage. When required by the *fire code official* new or existing buildings or facilities containing hazardous materials in quantities exceeding the maximum allowable quantity per control area, a KNOX Cabinet Series 1300, 7 inch depth with dual locks and rain hood part number 1201 shall be installed in an *approved* location.

2703.11

2703.11 Retail and wholesale Group M storage and display and retail and wholesale Group S storage. The aggregate quantity of nonflammable solid and nonflammable or noncombustible liquid hazardous materials allowed within a single *control area* of a retail and wholesale Group M display and storage occupancy, or an outdoor *control area*, or stored in a single *control area* of a retail and wholesale Group S storage occupancy, is allowed to exceed the *maximum allowable quantities per control* area indicated in Section 2703.1 when in accordance with Sections 2703.11.1 through 2703.11.3.10.

2703.11.1.1

2703.11.1.1. Table 2703.11.1 shall not be applicable to mixed occupancies which include either an A, E, I, or R occupancy.

Exception: Single-story buildings.

3001.1

3001.1 Scope. Storage, use and handling of compressed gases in compressed gas containers, cylinders, tanks and systems shall comply with this chapter, including those gases regulated elsewhere in this code. Partially full compressed gas containers, cylinders or tanks containing residual gases shall be considered as full for the purposes of the controls required.

Exceptions:

1. Gases used as refrigerants in refrigeration systems (see Section 606).
2. Compressed natural gas (CNG) for use as a vehicular fuel shall comply with Chapter 22, NFPA 52 and the International Fuel Gas Code.

Cutting and welding gases shall also comply with Chapter 26.

Cryogenic fluids and liquid CO^2 shall comply with Chapter 32. Liquefied natural gas for use as a vehicular fuel shall also comply with NFPA 52 and NFPA 59A.

Compressed gases classified as hazardous materials shall also comply with Chapter 27 for general requirements and chapters addressing specific hazards, including Chapters 35 (Flammable Gases), 37 (Highly Toxic and Toxic Materials), 40 (Oxidizers, Oxidizing Gases and Oxidizing Cryogenic Fluids) and 41 (Pyrophoric Materials).

LP-gas shall also comply with Chapter 38 and the International Fuel Gas Code.

3006.5

3006.5 Medical gas system plan submittal. Plans and specifications shall be submitted for review and approval. Following approval of the plans, a copy of the approved plans and permit shall be maintained on the premises in an approved location. As required by the *fire code official*, the plans shall include the following:

1. Project name, street address and owners name.
2. Contractor name, address, phone number, license numbers (City, State Contractor and State Fire Marshal).
3. Signature of the licensee (contractors Master or Qualified Employee) or seal and signature of a Professional Engineer licensed in the state of Nevada.
4. Code edition of standards used in the design.
5. System classification (Level).
6. When used - gas type, container size and quantity.
7. Symbol legend with equipment description (manufacture's name and model number) and mounting description (surface, semi-flush, flush, and exterior).
8. Site plan.
9. Floor plan drawn to an indicated scale (1/8" minimum) on sheets of a uniform size showing:
    a. Point of compass (north arrow).
    b. Walls, doors, windows, openings, stairs, elevators, passageways, high-piled storage racks, etc., as applicable to depict the facility.
    c. Room use identification labels.
    d. Gas, air and vacuum piping distribution systems, manifolds, sizes and material types. Piping hangers and slopes.
    e. Valves and valve boxes, outlets, gages and other components.
    f. Electrical warning systems (local and master alarm panels), conductor/conduit routing and size, power panel and circuit connection.
    g. Key plan.
    h. Compressor inlet location and vacuum exhaust outlet location.

i. For interior gas supply rooms provide construction fire ratings, ventilation and fire sprinkler information.

10. Product data submittal including a cover index sheet listing products used by make and model number, manufacturer data sheets (highlighted or marked) and listing information for all equipment, devices, and materials.
11. Design number and detail of penetration fire stop system when required.
12. Verification & inspection requirements.
13. Name of independent medical gas testing agency to certify the system.
14. Any additional information determined necessary.

3006.6

3006.6 Medical gas systems, testing. Hyperbaric systems and medical gas systems required by NFPA 99 to be verified by person other than the installing contractor shall be certified by an independent medical gas testing agency prior to use of the system. The independent medical gas inspector shall hold a current NITC certification and Nevada State Fire Marshal certification as a medical gas inspector. The *fire code official* may witness any or all testing. Copies of the system certification shall be provided to the *fire code official.*

3301.1.3

3301.1.3 Fireworks The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Storage and handling of fire works as allowed in Section 3304.
2. Manufacturer, assembly and testing of fireworks as allowed in Section 3305.
3. The use of fireworks for fireworks displays as allowed in Section 3308.
4. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided such fireworks comply with CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR, Parts 100-185, for consumer fireworks.
5. The possession, storage, use, handling, and sale of consumer safe and sane fireworks in accordance with the current "Fire Prevention Association of Nevada Guidelines for Fireworks".

3301.2.2

3301.2.2 Sale and retail display. ~~No person shall construct a retail display nor offer for sale explosives, explosive materials, of fireworks upon highways, sidewalks, public property, or in Group A or E occupancies~~. All sales and retail displays of fireworks and explosives are prohibited.

Exception: Consumer fireworks 1.4G (safe and sane) offered for sale at portable retail fireworks stands that are in accordance with the current "Fire Prevention Association of Nevada Guidelines for Fireworks".

3301.2.4

3301.2.4 Financial Responsibility. Before a permit is issued, as required by Section 3301.2, the applicant shall file with the jurisdiction a ~~corporate surety bond in the principal sum of $100,000 or a public liability insurance policy for the same amount~~ valid certificate of insurance complying with Section 105.1.4.1 in the amount of $5,000,000.00, for the purpose of the payment of all damages to persons or property which arise from, or are caused by, the conduct of any act authorized by the permit upon which any judicial judgment results. The *fire code official* is authorized to specify a greater ~~or lesser~~ amount when, in his or her opinion, conditions at the location of use indicate a greater ~~or lesser~~ amount is required. ~~Government entities shall be exempt from this bond requirement.~~

3301.2.4.1

3301.2.4.1 Blasting. Before approval to do blasting is issued, the applicant for approval shall ~~file a bond or~~ submit a certificate of insurance as specified in Chapter 1 in such form, amount and coverage as determined by the legal department of the jurisdiction to be adequate in each case to indemnify the jurisdiction against any and all damages arising from permitted blasting.

3301.2.4.2

3301.2.4.2 Fireworks Display. The permit holder shall furnish a ~~bond or~~ certificate of insurance as specified in Chapter 1 ~~in an amount deemed adequate by the *fire code official*~~ for the payment of all potential damages to a person or persons or to property by reason of the permitted display, and arising from any acts of the permit holder, the agent, employees or subcontractors.

3301.5

3301.5 Supervision. The *fire code official* is authorized to require operations permitted under the provisions of Section 3301.2 to be supervised at any time by the *fire code official* in order to determine compliance with all safety and fire regulations. *Fire code official*(s) or approved designee(s) shall be required for all productions where pyrotechnic special effects are used.

3303.8

3303.8 Shot reports. Shot reports shall be maintained for every blast and for every pyrotechnical event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:

1. Date and time of the blast or pyrotechnical event.
2. Company name and contact information.
3. Location of the blast or pyrotechnical event.
4. Weather conditions including temperature and wind speed.
5. Quantity and description of all materials used.
6. A list of any un-spent or misfired products.

7. A list of all personnel present.
8. The license type and card number of the blaster or shooter.
9. The signature of the blaster or shooter in charge.
10. For blasting operations the report shall include the seismic data.

3304.1

3304.1 General. Storage of explosives and explosives materials, small arms ammunition, small arms primers, propellant-actuated cartridges, and smokeless propellants in magazines shall comply with the provisions of this section. Explosive materials shall be stored only in areas with appropriate zoning and use permits as required by the planning or zoning authority, and shall be subject to the approval of the *fire code official.*

3304.6.5

3304.6.5 Signs and placards. Property upon which Type 1 magazines and outdoor magazines of Types 2, 4 and 5 are located shall be posted with signs stating: NO SMOKING and EXPLOSIVES—KEEP OFF. These signs shall be of contrasting colors with a minimum letter height of 3 inches (76 mm) with a minimum brush stroke of ½ inch (12.7 mm). The signs shall be located to minimize the possibility of a bullet shot at the sign hitting the magazine.

3304.6.5.2 Placards. Type 5 magazines containing Division 1.5 blasting agents shall be prominently placarded during storage as required during transportation by DOTn 49CFR, Part 172 and DOTy 27 CFR, Part 55. All other magazines shall be labeled with the hazard classification only.

3304.7.1

3304.7.1 Security. Magazines shall be kept locked in the manner prescribed in NFPA 495 at all times except during placement or removal of explosives, inventory, or inspection. In addition to the locking requirements the following security measures shall be required at all explosives storage locations.

1. The entire magazine site shall be fenced. The fence shall be a minimum of 8 feet in height and constructed of non-combustible materials.

   Exception: Indoor storage locations shall be secured in a manner approved by the *fire code official.*

2. All outdoor explosives magazines and storage sites shall be equipped with an approved centrally monitored security system.

Exception: For temporary installations with a duration of less than 30 days, 24 hour manned security guards may be used in lieu of the centrally monitored security system when approved by the *fire code official.*

3305.1

3305.1 General. The manufacture, assembly and testing of explosives, ammunition, blasting agents and fireworks is prohibited ~~shall comply with the requirements of this section and NFPA 495 or NFPA 1124.~~

Exceptions:

1. The hand loading of small arms ammunition prepared for personal use and not offered for resale.
2. The mixing and loading of blasting agents at blasting sites in accordance with NFPA 495.
3. The use of binary explosives or plosophoric materials in blasting or pyrotechnic special effects applications in accordance with NFPA 495 or NFPA 1126.
4. Subject to approval of the fire code official and obtaining proper approvals from the planning and zoning authority.

3307.3

3307.3 Blasting ~~**in congested areas.**~~ When blasting is done ~~in a congested area or~~ in close proximity to a structure, railway or highway, development, quarry, or any other installation, precautions shall be taken to minimize earth vibrations and air blast effects. Blasting mats or other protective means shall be used to prevent fragments from be thrown.

3307.3.1 Blasting activities. The blasting contractor shall comply with the following requirements in connection with all blasting activities:

1. All blasts shall be monitored at the nearest structure by a third party engineering firm. Such monitoring shall be done by a seismologist using a certified, annually calibrated, seismic monitor that shall be capable of measuring blast-induced vibration and blast-induced sound levels.
2. A minimum of two seismographs shall be used to obtain data from each blast as required by the *fire code official.*
3. The maximum ground-borne vibrations shall not exceed a single component peak particle velocity (vector sum) of 0.5 inches per second at the nearest structure.
4. The maximum airblast shall not exceed 120 db at the nearest structure.
5. Monitoring results shall be reported to the *fire code official* within 48 hours in a manner prescribed by the *fire code official.*
6. The blasting contractor shall provide a minimum of 72 hours prior written notice to all residences, property owners, businesses, and public uses within 2500 feet of the blasting area. The manner, form, and content of any such notice shall be subject to the approval of the *fire code official.*
7. For utility notification see 3307.5.

8. The blasting contractor shall notify the fire department and fire dispatch a minimum of two (2) hours prior to each blast, and immediately following each blast in a manner prescribed by the *fire code official*.
9. The blasting contractor shall provide for pre-blast, project duration, and post blast inspections of neighboring properties within 300 feet from the nearest blast hole, upon which are located structures in close proximity to the blasting area, or when otherwise required by condition of the *fire code official*. These inspections must be completed by a third party engineering firm.
10. A traffic and access control plan shall be provided when blasting activities are conducted within 100 feet of any public roadway, or when required by the *fire code official*. The plan shall include warning signage, flagging, temporary road closures, and detour routes. This plan may be subject to the approval of the local law enforcement, of traffic enforcement agency.
11. The blasting contractor shall be responsible for removing and cleaning up any blast-related debris from the blast site and adjacent properties.

Exception: These requirements may be modified by the *fire code official*.

3307.3.2 Permit Requirements. A permit is required for the storage and or use of explosives, and for any proposed excavation or development activity that will involve blasting. The permit must be obtained by the blasting contractor prior to the beginning of any drilling or blasting activities. The application shall be made to the fire department in such a form and detail as described by the *fire code official*. Applications for permits shall be accompanied by plans detailing the proposed blasting activities as required by the *fire code official*.

3307.4

3307.4 Restricted hours. ~~Surface b~~Blasting operations shall be limited to the hours of 8 a.m. to 4 p.m., Monday through Friday,~~. only be conducted during daylight hours between sunrise and sunset. Other blasting shall be performed during daylight hours~~ unless otherwise approved by the *fire code official*.

3307.5

3307.5 Utility Notification. ~~Whenever blasting is being conducted in the vicinity of utility lines or right-of-way, the blaster shall notify the appropriate representatives of the utilities at least 24 hours in advance of blasting, specifying the location and intended time of such blasting. Verbal notices shall be confirmed with written notice.~~ The blasting contractor shall contact "Call Before You Dig" to obtain a utility notification dig-ticket number a minimum of 48 hours prior to commencing any drilling or blasting activities. A copy of the dig ticket shall be provided to the *fire code official* upon request.

3307.6

3307.6 Electric or electronic detonator precautions. Precautions shall be taken to prevent accidental discharge of electric or electronic detonators from currents induced by radar and radio transmitters, lightning, adjacent power lines, dust and snow storms, or other sources of extraneous energy.

3307.13

3307.13 ~~Firing Control~~ Pre-blast procedures. No blast shall be fired until~~:~~ ~~the blaster had made certain that all surplus explosive materials are in a safe place in accordance with Section 3307.10, all persons and equipment are at a safe distance or under sufficient cover and that an adequate warning signal has been given.~~

1. The blaster has made certain that all surplus explosives materials are in a safe place in accordance with Section 3307.10 and;
2. All construction workers and equipment are at a safe distance and;
3. Seismic monitor(s) are set up and;
4. All access to the blast site has been shut down and secured and;
5. Communication has been set up between the blaster in charge and those persons securing the blast site and;
6. That adequate warning signals have been given.

3307.13.1

3307.13.1 Warning Signals. Warning signals shall be given to alert construction workers on or near a blast site that a blast is going to occur.

1. A warning signal shall be given five minutes prior to the blast and;
2. A warning signal shall be given one minute prior to the blast and;
3. A warning signal shall be given following the blast in accordance with 3307.14 (4).

3307.14

3307.14 Post-blast procedures. After the blast, the following procedures shall be observed.

1. No *person* shall return to the blast area until allowed to do so by the blaster in charge.
2. The blaster shall allow sufficient time for smoke and fumes to dissipate and for dust to settle before returning to or approaching the blast area.
3. The blaster shall inspect the entire blast site for misfires before allowing other personnel to return to the blast area.
4. The blaster shall sound an all clear warning signal in accordance with 3307.13.1

3308.1

3308.1 General. Outdoor fireworks displays, use of pyrotechnics before a proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions, shall comply with the *fire code official's* guidelines, Sections 3308.2 through 3308.10, and NFPA 1123, ~~or~~ NFPA 1126, or NFPA 160.

3404.2.13.1.3

3404.2.13.1.3 Out of service for one year. Underground tanks that have been out of service for a period of one year shall be removed from the ground in accordance with Section 3404.2.14 ~~or abandoned in place in accordance with Section 3404.2.13.1.4.~~ Coordination and compliance with Environmental Health Division of Southern Nevada Health District for tank removal is the responsibility of the owner and contractor.

3404.2.13.1.4

~~**3404.2.13.1.4 Tanks abandoned in place.** Tanks abandoned in place shall be as follows:~~

~~1. Flammable and *combustible liquids* shall be removed from the tank and connected piping.~~
~~2. The suction, inlet, gauge, vapor return and vapor lines shall be disconnected.~~
~~3. The tank shall be filled completely with an approved inert solid material.~~
~~4. Remaining underground piping shall be capped or plugged.~~
~~5. A record of tank size, location and date of abandonment shall be retained.~~
~~6. All exterior above-grade fill piping shall be permanently removed when tanks are abandoned or removed.~~

3404.5

3404.5 Generator and Fire Pump Diesel Fuel Tanks.

3404.5.1 Exterior Installations. Exterior installations shall be in accordance with Sections 3404.5.1.1 through 3403.5.1.3.

3404.5.1.1 Tanks containing 240 gallons (908.5 L.) of fuel or less. Tanks containing 240 gallons (908.5 L.) of fuel or less shall comply with Chapter 34 be listed and labeled as secondary containment tanks in accordance with UL 142.

3404.5.1.2 Tanks containing more than 240 gallons (908.5 L.) up to 500 gallons (1893 L.) of fuel. Tanks containing more than 240 gallons (908.5 L.) up to 500 gallons (1893 L.) of fuel shall comply with Chapter 34 and either Section 3404.5.1.2.1 or Section 3404.5.1.2.2.

3404.5.1.2.1 Secondary containment and enclosure requirement. Tanks shall be listed and labeled as a secondary containment tank in accordance with UL 142, and be provided with an *approved* protective enclosure complying with Sections 3404.5.1.2.1.1 and 3404.5.1.2.1.2.

3404.5.1.2.1.1 Protective enclosure construction. When approved by the *fire code official*, the methods described in this section are acceptable as bullet-resistant construction. The steel and wood dimensions indicated are actual thicknesses. Concrete block and brick dimensions indicated are the manufacturer's represented thicknesses. The height of the protective enclosure shall be a minimum of 18 inches above the height of the tank.

1. Exterior of 5/8-inch (15.9 mm) steel, lined with an interior of any type of nonsparking material.
2. Exterior of 1/2-inch (12.7 mm) steel, lined with an interior of not less than 3/8-inch (9.5 mm) plywood.
3. Exterior of 3/8-inch (9.5 mm) steel, lined with an interior of 2 inches (50.8 mm) of hardwood.
4. Exterior of 3/8-inch (9.5 mm) steel, lined with an interior of 3 inches (76.2 mm) of softwood or 21/4 inches (57.2 mm) of plywood.
5. Exterior of 1/4-inch (6.4 mm) steel, lined with an interior of 3 inches (76.2 mm) of hardwood.

6. Exterior of 1/4-inch (6.4 mm) steel, lined with an interior of 5 inches (127 mm) of softwood or 51/4 inches (133.4 mm) of plywood.
7. Exterior of 1/4-inch (6.4 mm) steel, lined with an intermediate layer of 2 inches (50.8 mm) of hardwood and an interior lining of 11/2 inches (38.1 mm) of plywood.
8. Exterior of 3/16-inch (4.8 mm) steel, lined with an interior of 4 inches (101.6 mm) of hardwood.
9. Exterior of 3/16-inch (4.8 mm) steel, lined with an interior of 7 inches (177.8 mm) of softwood or 63/4 inches (171.4 mm) of plywood.
10. Exterior of 3/16-inch (4.8 mm) steel, lined with an intermediate layer of 3 inches (76.2 mm) of hardwood and an interior lining of 3/4-inch (19.1 mm) of plywood.
11. Exterior of 1/8-inch (3.2 mm) steel, lined with an interior of 5 inches (127 mm) of hardwood.
12. Exterior of 1/8-inch (3.2 mm) steel, lined with an interior of 9 inches (228.6 mm) of softwood.
13. Exterior of 1/8-inch (3.2 mm) steel, lined with an intermediate layer of 4 inches (101.6 mm) of hardwood and an interior lining of 3/4-inch (19.1 mm) plywood.
14. Exterior of any type of fire-resistant material which is structurally sound, lined with an intermediate layer of 4 inches (101.6 mm) of solid concrete block or 4 inches (101.6 mm) of solid brick or 4 inches (101.6 mm) of solid concrete, and an interior lining of 1/2-inch (12.7 mm) plywood placed securely against the masonry lining.
15. Standard 8-inch (203.2 mm) concrete block with voids filled with a well-tamped sand/cement mixture.
16. Standard 8-inch (203.2 mm) solid brick.
17. Exterior of any type of fire-resistant material which is structurally sound, lined with an intermediate 6-inch (152.4 mm) space filled with well-tamped dry sand or a well-tamped sand/cement mixture.
18. Exterior of 1/8-inch (3.2 mm) steel, lined with a first intermediate layer of 3/4-inch (19.1 mm) plywood, a second intermediate layer of 35/8 inches (92.1 mm) of a well-tamped dry sand or sand/cement mixture and an interior lining of 3/4-inch (19.1 mm) plywood.
19. Exterior of any type of fire-resistant material, lined with a first intermediate layer of 3/4-inch (19.1 mm) plywood, a second intermediate layer of 35/8 inches (92.1 mm) of a well-tamped dry sand or sand/cement mixture, a third intermediate layer of 3/4-inch (19.1 mm) plywood, and a fourth intermediate layer of 2 inches (50.8 mm) of hardwood or not less than 0.068 inch (1.7 mm) of steel and an interior lining of 3/4-inch (19.1 mm) plywood.
20. Eight-inch-thick (203.2 mm) solid concrete.

3404.5.1.2.1.2 Protective enclosure doors. Doors shall be bullet resistant as specified in Section 3404.5.1.2.1.1. Hinges and hasps shall be attached to the doors by welding, riveting, or bolting with nuts on the inside of the door. Hinges and hasps shall be installed in such a manner that they cannot be removed when the doors are closed and locked.

Exception: Doors not facing the public way.

3404.5.1.2.2. Protected secondary containment tanks. Tanks shall be listed and labeled as 2 hour protected secondary containment tanks in accordance with UL 2085.

3404.5.1.3 Tanks containing more than 500 gallons (1893 L.) of fuel. Tanks containing more than 500 gallons (1893 L.) of fuel shall comply with Chapter 34 and shall be listed and labeled as 2 hour protected secondary containment tanks in accordance with UL 2085.

3404.5.1.4 Separation distances. A protected aboveground tank shall be separated from property lines, important buildings, public ways, and other tanks in accordance with 2008 NFPA 30 Section 22.4.

3404.5.2 Interior Installations. Interior installations of aboveground fuel tanks shall comply with Chapters 27 and 34.

3406.2.4

3406.2.4.4 Locations where above-ground tanks are prohibited. The storage of class I, ~~and~~ II, and III liquids in above-ground tanks outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited. (see Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).~~

Exception: When approved by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

3406.5.4.5

***3406.5.4.5 Commercial, industrial, governmental or manufacturing.** Dispensing of ~~Class II and III~~ motor vehicle fuel from tank vehicles into the fuel tanks of motor vehicles located at commercial, industrial, governmental or manufacturing establishments is allowed where permitted, provided such dispensing operations are conducted in accordance with the following:

1. Dispensing shall occur only out of mobile fueling vehicles that have been issued a permit to dispense fuel and only at sites that have been issued a permit to conduct mobile fueling.

*2 - 25 remain unchanged.

3506.2

3506.2 Limitations. Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited. (see Section 3 of the Sample Ordinance for Adoption of the International Fire Code on page v).~~

Exception: When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.

3804.2

3804.2 Liquefied petroleum gas storage containers. ~~**Maximum capacity within established limits.** Within the limits established by law restricting t~~The storage of liquefied petroleum gas ~~for the protection of heavily populated or congested areas the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L)~~ is prohibited.

Exception: ~~In particular installations, this capacity limit shall be determined by the *fire code official*, after consideration of special features such a topographical conditions, nature of occupancy, and proximity to buildings, capacity of proposed LP-gas containers, degree of fire protection to be provided and~~

~~capabilities of the local fire department.~~ When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official.*

4603.6

4603.6 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code. When required by the *fire code official*, when a fire alarm control unit is upgraded, or when a fire alarm control unit is replaced by a different model, the fire alarm system shall be upgraded in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code.

Exception: Occupancies with an existing, previously approved fire alarm system.

4604.23

4604.23 Egress path markings. Existing buildings of Groups A,B,E,I, M and R-1 having occupied floors more than ~~75~~ 55 feet ~~(22 860 mm)~~ (16 764 mm) above the lowest level of fire department vehicle access shall be provided with luminous *egress* path markings in accordance with Section 1024.

47

Chapter 47 REFERENCED STANDARDS, NFPA,

13- ~~07~~ 10	Installation of Sprinkler Systems	Table 903.1.1, 903.3.2, 903.3.5.1.1, 903.3.5.2, 904.11, 905.3.4, 907.7.3, 2301.1, 2304.2, Table 2306.2, 2306.9, 2307.2, 2307.2.1, 2308.2.2, 2308.2.2.1, 2308.4, 2310.1, 2501.1, 2804.1, 2806.5.7, 3404.3.3.9, Table 3404.3.6.3(7), 3404.3.7.5.1, 3404.3.8.4
13D- ~~07~~ 10	Installation of Sprinkler Systems in One- and Two-family Dwellings and Manufactured Homes	903.3.1.3, 903.3.5.1.1
13R-~~07~~ 10	Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height	903.3.1.2, 903.3.5.1.1, 903.3.5.1.2, 903.4
14-~~07~~ 10	Installation of Standpipe and Hose Systems	905.2, 905.3.4, 905.4.2, 905.6.2, 905.8
20-~~07~~ 10	Installation of Stationary Pumps for Fire Protection	913.1, 913.2, 913.5.1
22-~~03~~ 08	Water Tanks for Private Fire Protection	507.2.2
54-06	National Fuel Gas Code	
72-~~07~~ 10	National Fire Alarm Code	508.1.5, Table 901.6.1, 903.4.1, 904.3.5, 907.2, 907.2.6, 907.2.11, 907.2.13.2, 907.3, 907.4.3, 907.4.4, 907.6.2.1.2, 907.6.2.2, 907.7, 907.7.1, 907.7.2, 907.7.5, 907.8, 907.8.1, 907.8.2, 907.9, 907.9.2, 907.9.5, I101.1, J103.1.4

Appendix B

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family *dwellings* shall be as specified in Table B105.1.

Exceptions: ~~A reduction in required fire flow of up to 75 percent, as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire flow shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1.~~

1. When a building is provided with an approved automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.
2. A reduction in the required fire flow of 25% is permitted in buildings with: floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access; OR containing high-piled combustible storage protected by other than ESFR fire sprinklers; OR flammable/combustible liquids in excess of the maximum allowable quantity; OR hazardous materials in excess of the maximum allowable quantity.
3. A reduction in the required fire flow of 50% is permitted in buildings with high-piled combustible storage protected by ESFR fire sprinklers.
4. The resulting fire flow for all buildings shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1

Appendix C

Delete Existing Appendix C Text and Replace with the Following:

Section C101

General

C101.1 Scope. Fire hydrants shall be provided in accordance with this appendix for the protection of buildings, or portions of buildings, as required by Section 507. Design shall comply with the Clark County Uniform Design and Construction Standards (UDACS) for public installations or NFPA 24 for private installations, as applicable.

Section C102

Location

C102.1 Fire hydrant locations. Fire hydrants shall be provided along required fire apparatus access roads

C102.2 Intersections. The spacing of fire hydrants shall start by placing fire hydrants at all intersections.

C102.3 R-3 Occupancies and single-family dwellings built under the IRC. In all residential areas (R-3 occupancies and single-family dwellings built under the IRC only), hydrants shall be spaced not to exceed 500 feet, or 600 feet if all homes are protected by approved automatic fire sprinkler systems.

C102.4 Distance from Hydrant to R-3 Occupancy and single-family dwelling built under the IRC. The maximum distance from a one- or two-family dwelling to a fire hydrant shall not exceed 300 feet, as measured from an approved point on a street or road frontage to a fire hydrant. An approved point is defined as the property line furthest from the hydrant, at a right angle to the street.

C102.5 Commercial and Residential Occupancies other than R-3 and single-family dwelling built under the IRC. In all commercial and industrial areas, including multi-family R-1 and R-2 occupancies, hydrants shall be spaced not to exceed 300 feet, or 400 feet if all buildings are protected by approved automatic sprinkler systems.

C102.6 Distance to Dead-End Street. The maximum distance from a hydrant to the end of a dead-end street shall not exceed 200 feet.

C102.7 Distance to a Fire Department Connection (FDC). The maximum distance from a fire hydrant to a fire department connection (FDC) supplying fire sprinklers and/or standpipes shall not exceed 100 feet, as measured by an approved route. An approved route is defined as an unobstructed path of travel on which hose can easily be laid.

C102.8 Spacing Along Major Streets. Where streets are provided with median dividers, or have four or more travel lanes and a traffic count of more than 30,000 vehicles per day, hydrants shall be spaced at a maximum of 1,000 feet along both sides of the street; arranged on an alternating basis at 500–foot intervals.

C102.9 Hydrants Provided with New Water Mains. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide water for transportation hazards

C102.11 Hydrant Clearances from Structures. No fire hydrant shall be located within 6 feet of a driveway, power pole, light standard, or any other obstruction. For wall, fence and planter locations, a perimeter around the hydrant measuring a minimum of 3 feet from its exterior shall be maintained clear of all obstructions at all times.

C102.12 Hydrant set-back from curbs. Fire hydrants shall be located 4 feet to 7 feet from the back of curb. Where it is not possible to locate the hydrant a minimum of 4 feet from the back of the curb, the hydrant shall be protected against vehicular impact in accordance with Section 312.

C102.13 Hydrant Pad. A concrete pad, with minimum dimensions of 3 feet by 3 feet, with a minimum depth of 10 inches, shall be provided at each fire hydrant.

Section C103

Approved Fire Hydrants

C103.1 Scope. Hydrants that are proposed for installation in public water systems shall be in accordance with approved fire hydrants as allowed by the water purveyor. Hydrants proposed for installation on private water systems shall be in accordance with approved fire hydrants as allowed by the Fire Department.

Section C104

Supply and Underground Mains

C104.1 Supply points. Two sources of water supply are required whenever 4 or more fire hydrants and/or sprinkler lead-ins are installed on a single system.

C104.2 Sectional Control Valves. Sectional control valves shall be installed so that no more than 2 fire hydrants and/or 2 sprinkler lead-ins can be out of service due to a break in a water main.

C104.3 Minimum Size of Line. Supply lines feeding fire hydrants shall have a minimum diameter of 6 inches, with a dead-end maximum length of 150 feet of 6-inch underground pipe supplying only one hydrant.

C104.4 Pressure Rating. Underground piping shall have a minimum working pressure of 150 psi. Underground piping connected to a fire pump or a Fire Department Connection (FDC) shall have a minimum working pressure of 200 psi.

C104.5 Restraint. All underground water lines shall be restrained in accordance with applicable codes and standards.

C104.6 Listings. All on-site underground water mains and materials shall be U.L. listed, A.W.W.A. compliant , and shall be rated for the appropriate working pressure.

Section C105

Satisfying Fire Flow Requirements

(in Accordance with Appendix B)

C105.1 Minimum number of hydrants. The minimum number of fire hydrants required to meet the fire flow shall be based on a maximum flow of 1,000 gallons per minute per hydrant. All hydrants utilized in providing the fire flow shall be within 750 feet of the structure being protected as measured along the street or approved fire apparatus access road.

> Exception: In unincorporated Clark County and the City of Las Vegas the maximum flow per hydrant shall be 1,500 gallons per minute.

C105.2 Hydrants on adjacent properties. Fire hydrants on adjacent properties shall not be considered unless fire apparatus access roads extend between properties and recorded easements are established.

Section C106

Construction Operations

C106.1 Construction Hydrants. Hydrants shall be provided for construction in accordance with Section 1412.

C106.2 Placing hydrant out of service. If during construction it becomes necessary to close any control valve or place a hydrant out of service, approval shall be obtained from the Fire Department prior to placing the hydrant out of service.

Section C107

Hydrant Markings

C107.1 Hydrant Markings. Hydrants shall be painted safety yellow for public and safety red for private, shall have their location marked in the adjacent fire access lane by a blue reflective pavement marker and shall have red painted curbs 15 feet in each direction. Hydrant markings shall be in accordance with Section 507.

C107.2 Hydrant Marking Maintenance. Hydrant marking shall be maintained in accordance with Section 507.

Appendix E

E102.2.2.4 Radioactive materials. Examples include more than 100 radioisotopes in common usage in various medical, academic and industrial test and measuring situations. Most emit beta and gamma radiation. Some emit alpha radiation also. Some emit beta and gamma exclusively.

> Table E-1 indicates the type of radiation each isotope emits.

TABLE E-1—RADIATION EMITTED FROM ISOTOPES[1]

ericium-241 α, y	Dysprosium-165 β,y	Krypton-85 β, y	Praseodymium-143 β	Technetium-99m y
Antimony-122 β, y	Dysprosium-166 β, y	Krypton-87 β, y	Promethium-147 β	Technetium-99 β
Antimony-124 β	Erbium-169 β, y	Lanthanuin-140 β, y	Promethium-149 β, y	Tellurium-125m y
Antimony-125 β, y	Erbium-171 β, y	Lead-210 α, β, y,	Radium-226 α, y	Tellurium-127m β, y
Arsenic-73 y	Europium-152 9.2h β, y	Lutetium-177 β,y	Rhenium-185 β, y	Tellurium-127 β, y
Arsenic-74 β,7	Europium-152m β, y	Manganese-52 β, y	Rhenium-188 β, y	Tellurium-129m β, y
Arsenic-76 β, y	Europium-154 β, y	Manganese-54 y	Rhodium-103m y	Tellurium-129 β, y
Arsenic-77 β,y	Europium-155β, y	Manganese-56 β, y	Rhodium-105 β, y	Tellurium-131m β, y
Barium-131 y	Fluorine-18 β, y	Mercury-197m y	Rubidium-81 β, y	Tellurium-132 β, y
Barium-133 y	Gadolinium-153 y	Mercury-197 y	Rubidium-86 β, y	Terbium-160 β, y
Barium-140 β, y	Gadolinium-159 β, y	Mercury-203 β, y	Rubidium-87 β	Thallium-200 y
Beryllium-7, ϒ	Gallium-67 y	Molybdenum-99 β, y	Ruthenium-97 y	Thallium-201 y
Bismuth-210 α, β, 7	Gallium-72 β, y	Neodymium-147 β, y	Ruthenium-103 β, y	Thallium-202 y
Bromine-82 β, y	Germanium-71 y	Neodymium-149 β, y	Ruthenium-105 β, y	Thallium-204 β, y
Cadmium-109 y	Gold-198 β, y	Nickel-59 y	Ruthenium-106 β	Thorium (natural) α, y
Cadmium-115rn β, y	Gold-199 β, y	Nickel-63 y	Samarium-151 β, y	Thulium-170 β, y
Cadmium-115 β, y	Hafnium-181 β, y	Nickel-65 β, y	Samarium-153 β, y	Thulium-171 β, y
Calcium-45 β	Holmium-166 β, y	Niobium-93m y	Scandium-46 β, y	Tin-113 y
Calcium-47 β, y	Hydrogen-3 β	Niobium-95 β, y	Scandium-47 β, y	Tin-125 β, y
Carbon-14 β	Indium-111 y	Niobium-97 β, y	Scandium-48 β, y	Tungsten-181 y
Cerium-141 β, y	Indium-113m y	Osmium-185 y	Selenium-75 y	Tungsten-185 β
Cerium-143 β, y	Indium-114m y	Osmium-191m y	Silicon-31 β, y	Tungsten-187 β, y
Cerium-144 β, y	Indium-115m β, y	Osmium-191 β, y	Silver-105 y	Uranium (natural or
Cesium-131 β	Iodine-123 y	Osmium-193 β, y	Silver-110m β, y	
Cesium-134m β,y	Iodine-125 y	Palladium-103 y	Silver-111 β, y	Uranium-233 α, y
Cesium-134 β, y	Iodine-126 β, y	Palladium-109 β, y	Sodium-22 β, y	Uranium-234 α, y
Cesium-135 β	Iodine-129 β, y	Phosphorus-32 β	Sodium-24 β, y	Uranium-235 α, y
Cesium-136 β, y	Iodine-131 β, y	Platinum-191 y	Strontium-85 y	Vanadium 48 β, y
Cesium-137 β, y	Iodine-132 β, y	Platinum-193m y	Strontium-89 β, y	Xenon-131m y
Chlorine-36 β, y	Iodine-133 β, y	Platinum-193 y	Strontium-90 β	Xenon-133 β, y
Chlorine-38 β, y	Iodine-134 β, y	Platinum-197m β, y	Strontium-91 β, y	Xenon-135 β, y
Chromium-51 y	Iodine-135 β, y	Platinum-197 β, y	Strontium-92 β, y	Ytterbium-175 β, y
Cobalt-57 y	Iridium-192 β, y	Plutonium-239 β, y	Sulphur-35 β	Yttrium-90 β, y
Cobalt-58m y	Iridium-194 β, y	Polonium-210 β, y	Tantalum-182 β, y	Yttrium-91 β, y
Cobalt-58 β, y	Iron-52 β, y	Potassium-42 β, y	Technetium-96 y	Yttrium-92 β, y
Cobalt-60 β, y	Iron-55 y	Potassium-43 β, y	Technetium-97m y	Yttrium-93 β, y
Copper-64 β, y	Iron-59 β, y	Praseodymium-142 β, y	Technetium-97 y	

[1] α= alpha radiation

β = beta radiation

γ = gamma radiation

Appendix J

APPENDIX J

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM

SECTION J101

GENERAL

J101.1 Scope. Systems, components and equipment required to provide emergency responder radio coverage shall be in accordance with this appendix.

J101.2 Permit. Construction and operational permits shall be required as set forth in Section 105.6 and 105.7. ~~A construction permit is required for installation of or modification to emergency responder radio coverage systems and related equipment. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.~~

J101.2.1 Construction documents. Construction documents for emergency responder radio coverage systems shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the *fire code official*.

J101.2.2 Plans. Plans shall be submitted to the *fire code official* for review and *approval* prior to installation.

J101.2.2.1 Plan Submittals. Plan submittals shall include, but not be limited to all of the following:

a. A floor plan that indicates the use of all rooms, emergency responder radio coverage system equipment locations, power panel connections, raceway routing layout, conduit and conductor types and sizes, compliance with survivability criteria and locations of building access to the equipment.
b. A roof plan showing the location of antenna(s) including a line of site plan to agency transmitting and receiving antenna(s).
c. Schematic drawings of the electrical system, backup power, antenna system and other associated equipment.
d. Rack and equipment cabinet plans showing arrangement and configuration of emergency responder radio coverage system equipment.
e. System riser diagram(s).

J101.2.2.2 Data sheets. Manufacturer's data sheets shall be provided for equipment to be installed. Manufacturers' data sheets shall indicate model numbers and listing information for equipment, devices and materials.

J101.2.2.3 As-built documents. Any field changes that occur during construction shall be incorporated onto new as-built plans and data sheets. Plans shall be submitted to the *fire code official* and be *approval* prior to final inspections.

J101.2.3 Equipment. Systems and components shall be listed and approved for the purpose for which they are installed.

SECTION J102

DEFINITIONS

J102.1 Definitions. For the purpose this appendix, certain terms are defined as follows:

AGENCY. Any emergency responder department within the jurisdiction that utilizes radio frequencies for communication. This could include, but not be limited to, various public safety agencies such as fire department, emergency medical services and law enforcement.

DELIVERED AUDIO QUALITY (DAQ). A measure of audio quality over a transmission medium. This is a universal standard often cited in system designs and specifications.

DAQ 1: Unusable, speech present but unreadable.

DAQ 2: Understandable with considerable effort. Frequent repetition due to noise or distortion.

DAQ 3: Speech understandable with slight effort. Occasional repetition required due to noise / distortion.

DAQ 3.5: Speech understandable with repetition only rarely required. Some noise or distortion.

DAQ 4: Speech easily understood. Occasional noise or distortion.

DAQ 4.5: Speech easily understood. Infrequent noise or distortion.

DAQ 5: Speech easily understood.

DONOR ANTENNA. The outside antenna on the building where an emergency responder radio coverage system operates.

DONOR SITE. The repeater or base station site with which an emergency responder radio coverage system communicates.

DOWNLINK. The radio signal from the agencies base station transmitter to the portable pubic safety subscriber receiver.

EMERGENCY RESPONDER RADIO COVERAGE SYSTEM. An emergency responder radio coverage system is a two-way radio communication system installed to assure the effective operation of radio communications systems for fire, emergency medical services or law enforcement agencies within a building or structure. A system used by firefighters, police, and other emergency services personnel.

SOUTHERN NEVADA AREA COMMUNICATIONS COUNCIL (SNACC). The SNACC overseas, manages, and maintains the fire and EMS radio system utilized by multiple jurisdictions in southern Nevada.

UPLINK. The radio signal from the portable public safety subscriber transmitter to the agencies base station receiver.

SECTION J103

TECHNICAL REQUIREMENTS

J103.1 System design. The emergency responder radio coverage system shall be designed in accordance with Sections J103.1.1 through J103.1.5.

J103.1.1 Amplification systems allowed. Buildings and structures that cannot support the required level of radio coverage shall be equipped with a radiating cable system, a distributed antenna system with Federal Communications Commission (FCC)-certified signal boosters or other system approved by the *fire code official* in order to achieve the required adequate radio coverage.

J103.1.1.1 Human exposure to radio frequency and electromagnetic fields. The system design, and installation, shall in no case exceed the FCC's OET 65 Standards.

J103.1.2 Technical criteria. The *fire code official* shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the inbound/outbound frequency pairs, ~~the various frequencies required, the location of radio sites,~~ the location and effective radiated power (ERP) of radio sites used by the emergency responder radio coverage system, the maximum propagation delay (in microseconds), and other supporting technical information.

J103.1.2.1 System radio frequencies. The emergency responder radio coverage system shall be capable of transmitting all public safety radio frequencies (700 and 800 Megahertz public safety bands) assigned to the agency, and be capable of using any modulation technology.

J103.1.2.2 Frequency changes. Systems shall be capable of upgrade, modification, or expansions in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC.

J103.1.2.3 Band migration capability. The signal booster shall include re-tunable or replaceable filters to accommodate rapid and economic passband changes in the event of mandatory FCC changes within the 806-824 and 851-869 MHz band. The use of non-adjustable and non-replaceable RF input and output filters is prohibited.

J103.1.2.6 Amplification Components. Systems shall be equipped with a radiating cable system and/or a distributed antenna system (DAS) with FCC certified signal boosters, or systems otherwise approved in order to achieve the required adequate radio coverage.

J103.1.2.7 Reliability Factor. The system shall be designed and capable of providing a 95% reliability factor.

J103.1.2.8 Isolation. Isolation shall be maintained between the donor antenna and all inside antennas and shall be a minimum of 15 db above the signal booster gain under all operating conditions.

J103.1.2.9 Monitoring. Monitoring shall be provided to annunciate the status of the system. A single supervisory signal shall be sent to the fire alarm control unit upon any off-normal condition. The following conditions shall be monitored:

a. Normal ac power
b. Active component trouble
c. Loss of normal ac power
d. Battery system trouble
e. Low battery capacity, at 70% of required capacity.

J103.1.3 Secondary power. The emergency responder radio coverage system shall be equipped with a secondary source of power. The secondary source of power shall be either a battery system or an emergency generator. The secondary power supply shall supply power automatically when the primary power source is lost. The secondary source of power shall be capable of operating the emergency responder radio coverage system for a period of at least 12 hours.

J103.1.3.1 Battery Systems. The active components of the installed system or systems shall be capable of operating on an independent battery system for a period of at least 12 hours without external power input. The battery system shall automatically charge in the presence of external power input.

J103.1.4 System Components. System components shall be in accordance with this section.

J103.1.4.1 Component Approval and Compatibility. Components utilized in the installation of the emergency responder radio coverage system, such as repeaters, transmitters, receivers, signal boosters, cabling, fiber distributed antenna systems shall be approved and shall be compatible with the agencies public safety radio systems.

J103.1.4.2 ~~J103.1.4~~ Signal booster component requirements. If used, signal boosters shall ~~meet the following requirements~~ be compatible with both analog and digital communications simultaneously at the time of installation.

1. All signal booster components shall be contained in a NEMA4-type waterproof cabinet.
2. The battery system shall be contained in a NEMA4-type waterproof cabinet.
3. ~~The system shall include automatic alarming of malfunctions of the signal booster and battery system. Any resulting trouble alarm shall be automatically transmitted to an approved central station or proprietary supervising station as defined in NFPA 72 or, when approved by the *fire code official*, shall should and audible signal at a constantly attended location.~~
4. ~~Equipment shall have FCC certification prior to installation.~~

J103.1.4.3 Filters. Filters shall be provided in accordance with this section.

J103.1.4.3.1 External Filters. Permanent external filters and attachments shall not be permitted except as permitted by J103.1.4.4.2.

J103.1.4.3.2 Reject filters. Notch filter sections shall be incorporated to minimize adjacent channel cellular and SMR (Nextel) degradation of the signal booster performance. The minimum downlink band adjacent band rejection shall be 35 dB or greater at 865 MHz and 870 MHz.

J103.1.4.3.3 Passive filters. Passive filter equipment shall have a passband of 700-900 Mhz, IP rating of 2 Ghz.

J103.1.4.3.4 Analog / Digital Capability. The system shall be 100% compatible with analog or digital modulations after installation without additional adjustment or modifications.

J103.1.4.3.5 Output Level control. An automatic output leveling circuit shall be included for both passbands with a minimum dynamic range of 60 dB, less any gain reduction setting, to maintain FCC out of band and spurious emission compliance.

J103.1.4.3.6 Cable. Cable shall have a passband of 700-900 MHz. Cable shall be fire plenum or riser rated.

J103.1.4.3.7 Degraded performance in emergencies: The system shall be designed to allow degraded performance in adverse conditions, such as abnormally high temperatures resulting from nearby fires, extreme voltage fluctuations or other abnormal conditions that may occur during an emergency. Circuits that intentionally disable the signal booster in such situations (i.e. under/over voltage, over/under current, over/under temperature, etc.) will not be implemented as the standard mode for public safety applications. It is the purpose of this specification to assure the maximum possible level of communications to public safety personnel depending upon the signal booster even to the extent of damaging the signal booster as long as some communications benefit can be provided during the emergency.

J103.1.4.3.8 Mode of Operation. The system shall be normally powered on and shall continuously provide passing of frequencies within the public safety bands.

J103.1.5 ~~Additional frequencies and change of frequencies. The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC.~~ Cabling. Cabling shall be in metal conduit, be metal-clad, or be otherwise enclosed in metal sheathing.

J103.2 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with Sections J103.2.1 through J103.2.5.

J103.2.1 Approval prior to installation. No amplification system capable of operating on frequencies or causing interference on frequencies assigned or licensed to any public safety agency by the FCC shall be installed without prior coordination and approval of the *fire code official*. The building manager/owner shall suspend and correct other equipment installations that degrade the performance of the public safety radio system or emergency responder radio coverage system.

J103.2.2 ~~Permit required. A construction permit, as required by Section 105.7.5 of the International Fire Code, shall be obtained prior to the installation of the emergency responder radio coverage system.~~ Licensing. All systems utilizing repeaters shall be FCC licensed under the agency's and SNACC system.

J103.2.3 Minimum qualifications of personnel. The minimum qualification of the system designer and lead installation personnel shall include:

1. A valid FCC-issued General Radio Operators License, and
2. Certification of in-building system training issued by a nationally recognized organization or school or a certification issued by the manufacturer of the equipment being installed.

The agency may waive these requirements upon successful demonstration of adequate skills and experience satisfactory to the *fire code official*.

J103.2.4 Commissioning Test. It is the building owner's responsibility to ensure that a commissioning test of the radio repeater or amplification system occurs prior to issuance of a certificate of occupancy for the building. The test shall ensure that two-way coverage on each floor of the building meets the minimum signal strength coverage requirements described in Section 510.2. At the conclusion of the testing a report which shall verify compliance with this section shall be submitted to the *fire code official*. A copy of this report shall be maintained on site.

J103.2.5 FCC compliance during testing. All testing must be done on frequencies authorized by the FCC. A valid FCC license will be required if testing is done on frequencies different from the police, fire or emergency medical frequencies. The installer shall coordinate with the *fire code official* the frequencies to be utilized during testing.

J103.2.6 ~~Acceptance~~ Commissioning test procedure. When an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to ensure that two-way coverage is provided ~~on each floor of the building is a minimum of 90 percent. The test procedure shall be conducted as follows:~~

J103.2.6.1 General Building Areas. General building areas shall be tested to ensure coverage is provided at a minimum of 95 percent. The test procedure shall be conducted as follows:

1. Each 100,000 square foot sector ~~floor~~ of the building floor shall be divided into a grid of ~~20~~ 40 approximately equal areas. The maximum grid dimension shall be 50 feet, and the maximum grid size shall be 2,500 square feet.
2. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system and a calibrated signal level recording system. Measurements of DAQ and signal strength shall be made in each grid area.
3. A maximum of two nonadjacent areas shall be allowed to fail the test.
4. In the event that three of the areas fail the test, in order to be more statistically accurate, the grid resolution may be doubled, so that ~~the~~ each 100,000 square foot sector of each floor may be divided into ~~40~~ 160 equal areas, each having a maximum dimension of 25 feet and a maximum area of 625 square feet. A maximum of ~~four~~ eight nonadjacent areas shall be allowed to fail the test. If the system fails the ~~40~~ 160-area test, the system shall be altered to meet the ~~90~~ 95-percent coverage requirement.
5. A test location approximately in the center of each grid area shall be selected for the test, then the radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail, and prospecting for a better spot within the grid area shall not be allowed.
6. Measurements shall be made with the antenna held in a vertical position at three (3) to four (4) feet above the floor. (Portable radio worn on the belt or turnout coat pocket).
7. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
8. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to insure spurious oscillations are not being generated by the subject installation and subsequent annual inspections.
9. A sweep test to measure the level of RF radiation shall be conducted to verify that the antennae system complies with FCC OET 65 Standards.

J103.2.6.2 Critical Areas. Critical areas shall be tested to ensure 100 percent coverage. The test procedure shall be conducted as follows:

1. Each 100,000 square foot sector ~~floor~~ of the building floor shall be divided into a grid of ~~20~~ 40 approximately equal areas. The maximum grid dimension shall be 50 feet, and the maximum grid size shall be 2,500 square feet.
2. All grids shall pass the test (failure is not an option).
3. The test shall be conducted using a calibrated portable radio of the latest brand and model used by the agency talking through the agency's radio communications system and a calibrated signal level recording system. Measurements of DAQ and signal strength shall be made in each grid area.
4. A test location approximately in the center of each grid area shall be selected for the test, then the radio shall be enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire area. If the test fails in the selected test location, that grid area shall fail, and prospecting for a better spot within the grid area shall not be allowed.
5. Measurements shall be made with the antenna held in a vertical position at three (3) to four (4) feet above the floor. (Portable radio worn on the belt or turnout coat pocket).
6. The gain values of all amplifiers shall be measured and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.
7. As part of the installation a spectrum analyzer or other suitable test equipment shall be utilized to insure spurious oscillations are not being generated by the subject installation and subsequent annual inspections.
8. A sweep test to measure the level of RF radiation shall be conducted to verify that the antennae system complies with FCC OET 65 Standards.

J103.2.7 FCC Compliance. The emergency responder radio coverage system installation and components shall also comply with all applicable federal regulations, including but not limited to, FCC 47 CFR 90.219.

J103.3 Maintenance. The emergency responder radio coverage system shall be maintained in accordance with Sections J103.3.1 through J103.3.5.

J103.3.1 Operational Maintenance. The emergency responder radio coverage system shall be maintained operational at all times.

J103.3.1.1 Maintenance contract. The owner is responsible for holding a maintenance contract with a company that is capable of providing emergency response 24 hours a day, 7 days a week.

J103.3.1.2 Maintenance records. Maintenance records shall be maintained on-site. Copies of all maintenance records shall be submitted to SNACC.

~~J103.3.2 Permit required. A construction permit, as required by Section 105.7.5x of the International Fire Code, shall be obtained prior to the modification or alteration of the emergency responder radio coverage system.~~

J103.3.3 Annual Testing and proof of compliance. The emergency responder radio coverage system shall be inspected and tested annually or whenever structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following:

1. In-building coverage test as described in Section J103.2.4.

2. Signal boosters shall be tested to ensure that the gain is the same as it was upon initial installation and acceptance.
3. Backup batteries and power supplies shall be tested under load for a period of one hour to verify that they will properly operate during an actual power outage. If within the one-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional one-hour periods until the integrity of the battery can be determined.
4. All other active components shall be checked to verify operation within the manufacturer's specifications.
5. At the conclusion of the testing a report which shall verify compliance with Section J103.3.4 shall be submitted to the *fire code official*. A copy of this report shall be maintained on-site

J103.3.4 Additional frequencies. The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or additional frequencies are made available by the FCC. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

J103.3.5 Field testing. Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage.

J103.4 Fire Department Radios. The owner shall provide the fire department with portable radios in accordance with this section.

J103.4.1 Number of radios. A minimum of two radios, and no less than one radio for every 1 million square feet of building area, shall be provided to the fire department.

J103.4.2 Radio model. Radios shall be approved by the *fire code official.*

J103.4.3 Warranty and ownership transfer. Warranty and ownership of the radios shall be transferred to the fire department upon successful completion of the acceptance test.

SECTION J104
REFERENCED STANDARDS

FCC 47 CFR 90.219 – 2007	Private Land Mobile Radio Services – Use of Signal Boosters	J103.2.5
FCC OET 65	FCC's Bulletin 65 Provides Guidelines for Human Exposure to Radio Frequency and Electromagnetic Fields.	J 103.1.1.1
ICC IFC -09	International Fire Code	J103.2.2, J103.3.2
NFPA 72 – 07	National Fire Alarm Code	J103.1.4

Appendix K

Appendix K

Proprietary Supervising Station Facilities

Section K101

General

K101.1 Scope. Proprietary supervising station facilities (self-monitoring facilities) shall meet all of the requirements of this appendix.

K101.2 Permit Required. The proprietary supervising station facility shall maintain an annual operational permit.

Section K102

Site Requirements

K102.1 Location. The proprietary supervising station shall be located in a property's Fire Command Center, or other approved location.

K102.1.1 Equipment. The approved location shall have at a minimum the following items:

1. A fire alarm annunciator that has appropriate control capabilities.
2. An all-call microphone and all-call evacuation switch.
3. Switches that activate the evacuation message, the investigation message (if applicable), and the all-clear message for the active alarm zones.
4. A printer that is provided with a secondary power source such as an uninterruptible power supply or other approved means.
5. Copy of the approved SOP as required by Section K104.

K102.2 Retransmission Means. Two means of retransmission shall be provided. The primary means of retransmission shall be a land-line telephone. The secondary means of retransmission shall be a dedicated cellular telephone.

Section K103

Personnel

K103.1 Qualifications. Proprietary supervising stations shall be operated by trained, competent personnel in constant attendance who are responsible to the owner of the protected property.

K103.1.1 Evidence of training. Annually the applicant shall certify in writing to the *fire code official* that all authorized personnel have received training in the recognition and proper handling of alarm signals. Evidence of annual training for each authorized personnel shall be provided when requested by the *fire code official*.

K103.2 Training. Operators shall be trained on a yearly basis either by the installing fire alarm contractor, by the fire alarm maintenance contractor, or by the manufacturer's representative of installed fire alarm system. Documentation of annual training shall be kept on site and available upon request of the *fire code official*.

Operators shall be trained on the following:

1. How to differentiate between a water flow alarm signal, a fire alarm signal, a fire supervisory signal, and a fire trouble signal.
2. The basic operations of the panel, including but not limited, to the following: signal acknowledgment, resetting of the fire alarm system, selection of evacuation zones, and activating of the evacuation, investigation (if applicable), and all-clear evacuation messaging.
3. The Standard Operating Procedures (SOP's) required by Section K104 for the facility.

K103.3 Number of personnel. At least two operators shall be on duty at all times. One of the two operators shall be permitted to be a runner.

Section K104

Standard Operating Procedures

K104.1 General. A Standard Operating Procedure (SOP) shall be submitted to the *fire code official* when applying for the required annual permit for proprietary supervising station facilities. The SOP shall outline procedures with regards to emergency procedures and the disposition of the alarm, supervisory, and trouble signals. The SOP shall include at a minimum the following items:

1. The number of operators that will be on duty at all times.
2. The location and the equipment found within the proprietary supervising station facility.
3. The facilities' procedures in handling alarm, supervisory, and trouble signals.
4. The following procedures if a positive alarm sequence is provided:
    a. Describe whether positive alarm sequencing is to be utilized, whether an evacuation message will be played, or whether an investigation message will be played for the first 180 seconds after the receipt of a fire alarm signal.
    b. Describe that an evacuation message will automatically activate per the fire alarm operational matrix after 180 seconds if the fire alarm system has not been reset.

Section K105

Disposition of Signals

K105.1 Alarm signals. Upon receipt of a fire alarm signal, the proprietary supervising station operator shall initiate action to perform the following:

1. Immediately dispatch runner to the alarm location identified on the fire alarm control unit.
    a. If the fire is verified, immediately activate the evacuation message on the fire alarm system and initiate notification procedures.
    b. If the alarm is false, the fire alarm system shall be reset. If either an investigation message or an evacuation message has been activated, then sound an all-clear message.

K105.2 Supervisory signals. Upon receipt of a supervisory signal, the proprietary supervising station operator shall initiate action to perform the following:

1. Immediately dispatch runner to the location identified on the fire alarm control unit, unless the supervisory conditions are promptly restored.
2. If unable or unqualified to clear the supervisory signal, then personnel shall contact a fire alarm contractor within two hours to service the fire alarm system.
3. Notify the *fire code official* when sprinkler systems are wholly or partially out of service for eight hours or more.
4. Provide written notice to the *fire code official* as to the nature of the signal, time of occurrence, and restoration of service, when equipment has been out of service for eight hours or more.

K105.3 Trouble signals. Upon receipt of trouble signals or other signals pertaining solely to matters of equipment maintenance of the fire alarm system, the proprietary supervising station operator shall initiate action to perform the following, if required:

1. Immediately dispatch runner to the location identified on the fire alarm control unit, unless the trouble conditions are promptly restored.
2. If unable or unqualified to clear the trouble signal, then personnel shall contact a fire alarm contractor within four hours to service the fire alarm system.
3. Notify the *fire code official* when interruption of service exists for four hours or more.
4. When equipment has been out of service for eight hours or more, provide written notice to the *fire code official* as to the nature of the signal, time of occurrence, and restoration of service.

Section K106

Record-Keeping

K106.1 Alarms. A written log of all fire alarm signals shall be maintained in the Fire Command Center including:

1. The investigating person's name.
2. The device address.
3. The type of alarm.
4. The date and time of receipt of the fire alarm signals.
5. The cause and disposition of the fire alarm signals.

NFPA 10

6.1.3.2

6.1.3.2 Fire extinguishers shall be located along normal paths of travel, including exits from areas, unless the *fire code official* determines that the hazard posed indicates the need for placement away from normal paths of travel.

6.1.3.10.1

6.1.3.10.1 Cabinets housing fire extinguishers shall not be locked~~,~~ ~~except where fire extinguishers are subject to malicious use and cabinets include a means of emergency access.~~

Exceptions:

1. Where portable fire extinguishers subject to malicious use or damage are provided with a means of ready access.
2. In Group I-3 occupancies and in mental health areas in Group I-2 occupancies, access to portable fire extinguishers shall be permitted to be locked or to be located in staff locations provided the staff has keys.

6.2.1.3.1.1

6.2.1.3.1.1 Up to two water-type extinguishers, each with 1-A rating, shall be permitted to be used to fulfill the requirements of one 2-A rated extinguisher. for light (low hazard) occupancies only.

6.6.3

6.6.3 All solid fuel cooking appliances (whether or not under a hood) with fire boxes of 5 ft^3 (0.14 m^3) volume or less shall at least have a listed 2-A rated water-type fire extinguisher or 1.6 gal (6 L) wet chemical fire extinguisher listed for Class K fires. have a minimum 2.5 gallon (9 L) or two 1.5 gallon (6 L) Class K wet-chemical portable fire extinguishers located in accordance with the IFC Section 904.11.5.

6.6.4

6.6.4 When hazard areas include deep fat fryers, listed Class K portable fire extinguishers shall be provided as follows:

(1) For up to four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: One Class K portable fire extinguisher of a minimum 1.5 gallon (6 L) capacity.
(2) For every additional group of four fryers having a maximum cooking medium capacity of 80 pounds (36.3 kg) each: One additional Class K portable fire extinguisher of a minimum 1.5 gallon (6 L) capacity shall be provided.
(3) For individual fryers exceeding 6 square feet (0.55 m^2) in surface area: Class K portable fire extinguishers shall be installed in accordance with the extinguisher manufacturer's recommendations.

NFPA 13

5.3.2

5.3.2.1 Ordinary Hazard (Group 2) Ordinary hazard (Group 2) occupancies shall be defined as occupancies or portions of other occupancies where the quantity and combustibility of contents is moderate to high, where stockpiles of contents with moderate rates of heat release do not exceed 12 ft (3.66 m), and stockpiles of contents with high rates of heat release do not exceed 8 ft (2.4m).

Occupancies containing Casinos, Mini-Storage Facilities, and Shell Buildings, regardless of occupancy classification (unknown tenants and/or floor layout), shall be designed to meet the requirements of Ordinary Hazard Group 2.

6.1.3

6.1.3 Rated Pressure. System components shall be rated for the maximum system working pressure to which they are exposed but shall not be rated at less than 175 psi (12.1 bar) for components installed aboveground and 150 psi (10.4 bar) for components installed underground. When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the system design pressure, whichever is greater.

6.2.9.7.1

6.2.9.7.1 The list shall be on a machine-engraved metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font and include the following:

(1) Sprinkler Identification Number (SIN) if equipped; or the manufacturer, model, orifice, deflector type, thermal sensitivity, and pressure rating.

(2) General description.

(3) Quantity of each type to be contained in the cabinet.

(4) Issue or revision date of the list.

6.3.1.1.1

6.3.1.1.1 Pipe or tube shall have a minimum Corrosion Resistant Ratio (CRR) of 1.

6.8.1.4

6.8.1.4 The minimum number of required inlets shall be one 2 ½ inch inlet for every 250 gpm of the sprinkler and/or standpipe demand, or fraction there of. Fire Department Connections (FDC) shall be provided with internal check valve(s) such that water being supplied into any inlet will not flow back out of any other inlet. For the purposes of this section, internal clapper valve devices provided by the manufacturer in listed FDC shall be considered internal check valves.

6.9.1

6.9.1 Waterflow alarm devices shall be listed for the service and so constructed and installed that any flow of water from a sprinkler system equal to or greater than that from a single automatic sprinkler of the smallest orifice installed on the system will result in an audible alarm on the premises within 60 seconds ~~5 minutes~~ after such flow begins and until such flow stops.

6.9.1.1

6.9.1.1 Multi-story buildings shall have water flow alarm annunciation on a floor by floor basis.

6.9.1.2

6.9.1.2 Sprinkler systems, such as those protecting atriums, covered mall buildings, and other areas with non-standard ceiling heights within the building, shall be designed such that system water flow annunciation indicates the protected floor level, rather than the floor level where the system piping occurs.

6.9.3.1

6.9.3.1 Alarm Unit(s). Alarm unit(s) shall be a horn/strobe device listed for fire alarm signaling. ~~An alarm unit shall include a listed mechanical alarm, horn, or siren or a listed electric gong, bell, speaker, horn, or siren~~

6.9.3.2

6.9.3.2. Exterior Alarm Unit(s). Exterior alarm unit(s) shall be weatherproofed. ~~Outdoor water motor-operated or electrically operated bells shall be weatherproofed and guarded.~~

6.9.3.3

6.9.3.3. Exterior Alarm Unit. There shall be a minimum of one exterior horn/strobe alarm unit provided on the exterior wall above the Fire Department Connection. ~~All piping to water motor-operated devices shall be galvanized or brass or other corrosion - resistant material acceptable under this standard and of a size not less than ¾ in. (20 mm)~~

6.9.3.4

6.9.3.4. Number of Interior Alarm Unit(s). There shall be a minimum of one interior horn/strobe alarm unit provided in a normally occupied location. In multi-tenant buildings, there shall be one interior alarm unit in each tenant space. All interior alarm units associated with a single sprinkler system shall activate simultaneously upon activation of that fire sprinkler system. ~~Piping between the sprinkler system and a pressure-actuated alarm-initiating device shall be galvanized or of nonferrous metal or other approved corrosion-resistant material of not less than 3/8 in. (10 mm) nominal pipe size.~~

6.9.3.5

6.9.3.5 Interior alarm units are not required when the building is protected throughout with a fire alarm system in accordance with adopted codes and the fire alarm system will activate upon actuation of any sprinkler system within the building

7.1.3

7.1.3 A wet pipe system shall be permitted to supply an auxiliary antifreeze, dry pipe, or preaction~~, or deluge~~ system ~~provided the water supply is adequate~~ provided the auxiliary system covers less than 10% of the system size.

7.2.3.1

7.2.3.1 The system capacity (volume) controlled by a dry pipe valve shall be determined by 7.2.3.2, ~~7.2.3.3,~~ ~~7.2.3.4~~, 7.2.3.5~~, or 7.2.3.7~~.

A.7.2.3.1

~~**A.7.2.3.1** The 60-second limit does not apply to dry systems with capacities of 500 gal (1893 L) or less, nor to dry systems with capacities of 750 gal (2839 L) or less if equipped with a quick-opening device.~~

7.2.3.3

~~**7.2.3.3** A system size of not more than 500 gal (1893 L) shall be permitted without a quick opening device and shall not be required to meet any specific water delivery requirement to the inspection test connection.~~

7.2.3.4

~~**7.2.3.4** A system size of not more than 750 gal (2839 L) shall be permitted with a quick opening device and shall not be required to meet any specific water delivery requirement to the inspection test connection.~~

7.2.3.5

7.2.3.5 System size shall be based on dry systems being calculated for water delivery in accordance with 7.2.3.6. Testing of the system shall be accomplished by the methods indicated in 7.2.3.7.

7.2.7

7.2.7 Application of Dry-Pipe Systems. Dry pipe systems shall not be utilized for the protection of areas that can be maintained above 40 degrees.

Exception: When permitted by the fire code official, dry sprinklers may be installed in small conditioned rooms within buildings that otherwise require dry sprinkler systems throughout.

7.3.2.3.1.3

7.3.2.3.1.3 The system size for double-interlock preaction systems shall be based on calculating water delivery in accordance with 7.2.3.6, anticipating that the detection system activation and sprinkler operation will be simultaneous. A system meeting the requirements of this section shall be required to also meet the requirements of 7.2.3.5.

7.6.2.4

7.6.2.4 An antifreeze solution shall be prepared with a freezing point ~~below the expected minimum temperature for the locality~~ at or below 0° F (-17.8° C)

7.6.2.4.1

7.6.2.4.1 Where the antifreeze system is intended to be installed at an elevation where temperatures below 0° F (-17.8° C) are expected, the system shall be prepared with a freezing point below the minimum expected temperature for the area.

7.10.2.2

~~**7.10.2.2** Sprinklers or automatic spray nozzles in ducts, duct collars, and plenum chambers shall not be required where all cooking equipment is served by listed grease extractors.~~

7.10.2.6

7.10.2.6 Sprinklers protecting cooking exhaust ducts shall be supplied from dedicated supply risers separate from overhead sprinkler systems. Activation of the associated water flow switch shall shut down the fuel and/or electrical power supply to the associated cooking equipment and the makeup air supplied internally to the hood.

7.10.3.1

7.10.3.1 Unless the requirements of 7.10.3.2 or 7.10.3.4 are met, exhaust ducts shall have one sprinkler or automatic spray nozzle located at the top of each vertical riser, ~~and~~ at the midpoint of each offset, and an additional sprinkler shall be installed within the duct at 20-foot intervals on vertical risers where not otherwise provided with sprinklers due to offsets in buildings over two stories.

8.2.4

8.2.4 When acceptable to the authority having jurisdiction, ~~M~~multiple buildings that are assigned the same street address, without independent building numbers, and are attached by canopies, covered breezeways, common roofs, or a common wall(s) shall be permitted to be supplied by a single fire sprinkler riser. The maximum system size shall comply with 8.2.1

8.2.6

8.2.6 In multi-story buildings, each story requires a separate system with control valve and water flow switch.

8.2.7

8.2.7 For tenant spaces adjacent to and having public access exclusively through an adjacent assembly space, such as tenant spaces adjacent to casinos, covered mall buildings, and other assembly spaces, the tenant spaces shall be provided with individual isolation control valves. For the purposes of this section, the isolation control valve does not define a separate sprinkler system, such that the overall size of the sprinkler system serving the tenant space(s) and adjacent spaces must meet size limitations of 8.2.1 when measured from the control valve located on the system riser.

8.3.3.1

8.3.3.1 Sprinklers in light hazard occupancies, shell buildings of combustible construction, casinos, and exhibition areas shall be one of the following:

(1) Quick-response type as defined in 3.6.2.9

(2) Residential sprinklers in accordance with the requirements of 8.4.5

(3) Standard response sprinklers used for modifications or additions, within the existing compartment, to existing ~~light hazard~~ systems equipped with standard response sprinklers

(4) Standard response sprinklers used where individual standard response sprinklers are replaced in existing ~~light hazard~~ systems

8.6.4.1.1.3

8.6.4.1.1.3 The requirements of 8.6.4.1.1.1 shall not apply for light and ordinary hazard occupancies with ceilings of noncombustible ~~or limited combustible~~ construction, as follows:

(A) Where there is a vertical change in ceiling elevation within the area of coverage of the sprinkler creates a distance of more than 36 in. (914 mm) between the upper ceiling and the sprinkler deflector, a vertical plane extending down from the ceiling at the change in elevation shall be considered a wall for the purpose of sprinkler spacing as shown in Figure 8.6.4.1.1.3(A).

(B) Where the distance between the upper ceiling and the sprinkler deflector is less than or equal to 36 in. (914 mm), the sprinklers shall be permitted to be spaced as though the ceiling was flat, provided the obstruction rules are observed as shown in Figure 8.6.4.1.1.3(B).

8.8.4.1.1.4

8.8.4.1.1.4 The requirements of 8.8.4.1.1.1 shall not apply for light and ordinary hazard occupancies with ceilings of noncombustible ~~or limited combustible~~ construction, as follows.

(A) Where there is a vertical change in ceiling elevation within the area of coverage of the sprinkler creates a distance of more than 36 in. (914 mm) between the upper ceiling and the sprinkler deflector, a vertical plane extending down from the ceiling at the change in elevation shall be considered a wall for the purpose of sprinkler spacing.

(B) Where the distance between the upper ceiling and the sprinkler deflector is less than or equal to 36 in. (914 mm), the sprinklers shall be permitted to be spaced as though the ceiling was flat, provided the obstruction rules and ceiling pocket rules are observed.

8.14.6

8.14.6 Pilot line detectors shall be permitted to be spaced more than 22 in. (559 mm) below a ceiling or deck where the maximum spacing between pilot line detectors is 10 ft (3 m) or less, and where such spacing is supported by an engineering analysis discussing sprinkler temperature and response rating, plume diameter, temperature within the plume that will pass across the sprinklers, and the expected fire size required to activate the pilot sprinklers.

*8.15.1.2.1**

8.15.1.2.1* Concealed spaces of noncombustible ~~and limited combustible~~ construction with minimal combustible loading having no access shall not require sprinkler protection. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum. For purposes of this section, "construction" is limited to wall assemblies, floor assemblies, ceiling assemblies, and structural members.

8.15.1.2.1.2

8.15.1.2.1.2 Minor quantities of combustible materials limited to: cabling, nonmetallic piping conveying non-combustible liquids, and nonmetallic HVAC ductwork as expressly allowed by the current adopted building code, shall be permitted in concealed spaces constructed of non-combustible materials and shall not require sprinklers.

8.15.1.2.2

8.15.1.2.2 Concealed spaces of non-combustible ~~and limited combustible~~ construction with limited access and minimal combustible loading and not permitting occupancy or storage of combustibles shall not require sprinkler protection. For the purposes of this section, limited access does not include access to catwalks and mechanical mezzanines. Catwalks and mechanical mezzanines require sprinkler protection, which may be designed in accordance with 8.15.1.5. Additionally, "construction" is limited to wall assemblies, floor assemblies, ceiling assemblies, and structural members.

8.15.1.2.10

~~**8.15.1.2.10** Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less, and the materials have been demonstrated not to propagate fire when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed, shall not require sprinkler protection.~~

8.15.1.2.11

~~**8.15.1.2.11** Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, *Standard for Fire-Retardant-Treated Wood and Fire-Retardant Coatings for Building Materials*, shall not require sprinkler protection.~~

8.15.1.2.16

8.15.1.2.16 Concealed spaces formed by noncombustible ~~or limited combustible~~ ceilings suspended from the bottom of wood joists, composite wood joists, wood bar joists, or wood trusses that have insulation filling all of the gaps between the bottom of the trusses or joists, and where sprinklers are present in the space above the installation within the trusses or joists, shall not require sprinklers.

8.15.1.2.17

8.15.1.2.17 Concealed spaces formed by noncombustible ~~or limited-combustible~~ ceilings suspended from the bottom of wood joists and composite wood joists with a maximum nominal chord width of 2 in. (50.8 mm), where joist spaces are full of noncombustible batt insulation with a maximum 2 in. (590.8 mm)air space between the roof decking material and the top of the batt insulation. Facing that meets the requirements for noncombustible ~~or limited-combustible~~ material covering the surface of the bottom chord of each joist and secured in place per the manufacturer's recommendations shall not require sprinklers.

8.15.5.1

8.15.5.1 Sidewall spray sprinklers shall be installed at the bottom of each elevator hoistway not more than 2 ft (0.61 m) above the floor of the pit. Sprinklers are prohibited at the top of the hoistway and in the machine room, unless otherwise approved by the Authority Having Jurisdiction.

8.15.5.2

~~**8.15.5.2** The sprinkler required at the bottom of the elevator hoistway by 8.15.5.1 shall not be required for enclosed, noncombustible elevator shafts that do not contain combustible hydraulic fluids.~~

8.15.5.3

~~**8.15.5.3** Automatic sprinklers in elevator machine rooms or at the tops of hoistways shall be of ordinary or intermediate temperature rating.~~

8.15.5.4

~~**8.15.5.4** Upright, pendant, or sidewall spray sprinklers shall be installed at the top of elevator hoistways.~~

8.15.5.5

~~**8.15.5.5** The sprinkler required at the top of the elevator hoistway by 8.15.5.4 shall not be required where the hoistway for passenger elevators is noncombustible and the car enclosure materials meet the requirements of ASME A17.1, *Safety Code for Elevators and Escalators.*~~

8.15.5.6

~~**8.15.5.6** Sprinklers shall be installed at the top and bottom of elevators that utilize polyurethane-coated steel belts or other similar combustible belt material.~~

8.15.7.1

8.15.7.1 Unless the requirements of 8.15.7.2~~, 8.15.7.3,~~ or 8.15.7.4 are met, sprinklers shall be installed under exterior roofs, canopies, porte-cocheres, balconies, decks, or similar projections exceeding 4 ft (1.2 m) in width

8.15.7.2

8.15.7.2 Sprinklers shall be permitted to be omitted where the canopies, roofs, porte-cocheres, balconies, decks, or similar projections are constructed entirely with materials that are noncombustible~~, limited-combustible, or fire-retardant treated wood as defined in NFPA 703, *Standard for Fire Retardant Treated Wood and Fire Retardant Coatings for Building Materials*~~, and where the canopies, roofs, porte-cocheres, balconies, decks, or similar projections do not support occupancy above.

8.15.7.3

~~8.15.7.3 Sprinklers shall be permitted to be omitted from below the canopies, roofs, porte-cocheres, balconies, decks, or similar projections of combustible construction, provided the exposed finish material on the roof, canopy, porte-cocheres, balconies, decks, or similar projections of combustible construction, provided the exposed finish material on the roofs, canopies, or porte-cocheres are non-combustible, limited combustible, or fire-retardant treated wood as defined in NFPA 703, *Standard for Fire-Retardant Wood and Fire-Retardant Coatings for Building Materials*, and the roofs, canopies, or porte-cocheres contains only sprinklered concealed spaces or any of the following unsprinklered combustible concealed spaces:~~

~~(1) Combustible concealed spaces filled entirely with noncombustible insulation~~
~~(2) Light or ordinary hazard occupancies where noncombustible or limited combustible ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.5 m³) or less in volume, including space below the insulation that is laid directly on top or within the ceiling joists in an otherwise sprinklered attic [See 11.2.3.1.4(4)(d)].~~
~~(3) Concealed spaces over isolated small roofs, canopies, or porte-cocheres not exceeding 55ft² (5.1m²) in area~~

8.15.8.1.1

8.15.8.1.1 Sprinkler protection shall be provided in all bathrooms. ~~Unless sprinklers are required by 8.15.8.1.2 or 8.15.8.1.3, sprinklers shall not be required in bathrooms that are located within dwelling units, that do not exceed 55 ft² (5.1m²) in area, and that have walls and ceilings of noncombustible or limited combustible materials with a 15-minute thermal barrier rating, including the walls and ceilings behind any shower enclosure or tub.~~

8.15.8.2

8.15.8.2 Closets and Pantries. Sprinklers protection shall be ~~are not required~~ provided in clothes closets, linen closets, and pantries, ~~within dwelling units in hotels and motels where the area of the space does not exceed 24 ft² (2.2 m²), the least dimension does not exceed 3 feet (0.9 m), and the walls and ceilings are surfaced with noncombustible or limited combustible materials.~~

8.15.10.1

8.15.10.1 ~~Unless the requirements of 8.15.10.3 are met,~~ Ssprinkler protection shall be required in electrical equipment rooms.

8.15.10.3

~~8.15.10.3 Sprinklers shall not be required in electrical equipment rooms where all of the following conditions are met:~~

~~(1) The room is dedicated to electrical equipment only~~

~~(2) Only dry-type electrical equipment is used.~~

~~(3) Equipment is installed in a 2-hour fire-rated enclosure including protection for penetrations.~~

~~(4) No combustible storage is permitted to be stored in the room.~~

8.15.14.1

8.15.14.1 ~~Drop-out ceilings shall be permitted to be installed beneath sprinklers where ceilings are listed for that service and are installed in accordance with their listings.~~ Drop-out ceilings are not permitted to be installed beneath fire sprinklers.

8.15.14.2

~~**8.15.14.2** Drop-out ceilings shall not be installed below quick-response or extended coverage sprinkler unless specifically listed for that application.~~

8.15.14.3

~~**8.15.14.3** Drop-out ceilings shall not be considered ceilings within the context of this standard.~~

8.15.14.4

~~**8.15.14.4** Piping installed above drop-out ceilings shall not be considered concealed piping.~~

8.15.19.1.1

8.15.19.1.1 Unless hydraulically calculated, each one-inch outlet shall supply a maximum of one sprinkler head providing protection below a ceiling, and if necessary, a maximum of one head above the ceiling. Such sprinkler head(s) shall have a k-factor equal to the k-factor of existing upright sprinklers.

8.15.19.1.2

8.15.19.1.2 Unless otherwise hydraulically calculated, a one-inch outlet shall be allowed to supply a maximum of two sprinkler heads where the two sprinkler heads protect areas that are physically separated by a ceiling, walls and/or doors with a minimum lintel depth of 8 in (203 mm) and maximum total area of door openings into the room of 50 ft^2 (4.6 m^2). The sprinklers shall have a k-factor equal to the k-factor of existing upright sprinklers.

8.15.19.1.3

8.15.19.1.3 When approved sprinkler heads installed under a ceiling may have a k factor less than the overhead sprinklers, provided the occupancy hazard classification for the area under the ceiling is less than the classification that the overhead sprinklers are designed for.

8.15.19.1.4

8.15.19.1.4 Flexible sprinkler hose drops shall be proven by hydraulic calculations.

8.15.22.3

8.15.22.3 Where there is a noncombustible space above a noncombustible ~~or limited-combustible~~ drop ceiling that is sprinklered because it is open to an adjacent sprinklered space on only one side and where there is no possibility for storage above the drop ceiling, the sprinkler system shall be permitted to extend only as far into the space as 0.6 times the square root of the design area of the sprinkler system in the adjacent space.

8.15.23

8.15.23 Openings in Rated Assemblies. Where sprinkler protection is serving as the alternative to opening protection in rated assemblies, such sprinklers shall be listed for use, and installed in accordance with their listing.

8.16.1.1.1.4

8.16.1.1.1.4 Valve rooms shall be lighted and heated.

8.16.1.1.1.5

8.16.1.1.1.5 The source of heat shall be of a permanently installed type.

8.16.1.1.1.6

8.16.1.1.1.6 Heat tape shall not be used in lieu of heated valve enclosures to protect the valve and supply pipe against freezing.

8.16.1.1.2.1

8.16.1.1.2.1 Valves on connections to water supplies, sectional control and isolation valves, and other valves in supply pipes to sprinkler and other fixed water-based fire suppression systems shall be electrically supervised by a ~~one of the following methods:~~

~~(1)~~ Central station, proprietary, or remote station signaling service

~~(2) Local signaling service that will cause the sounding of an audible signal at a constantly attended point~~

~~(3) Valves locked in the correct position~~

~~(4) Valves located within fenced enclosures under the control of the owner, sealed in the open position, and inspected weekly as part of an approved procedure~~

8.16.1.1.2.3

8.16.1.1.2.3 The requirements of 8.16.1.1.2.1 shall not apply to underground gate valves with roadway boxes or to valves at backflow prevention devices at the municipal water supply connection where the valves are locked in the open position.

8.16.4.1.6

8.16.4.1.6 Design Temperature and Duration. The minimum criteria for an engineered solution in calculating heat loss for the requirement to maintain 40°F (4.4°C) shall be 0° F (-17.8°C) for 8 hours. The initial starting temperature of the water shall be no greater than 50°F (10°C).

8.17.1.1

8.17.1.1. Local Waterflow Alarms Units. A local waterflow alarm unit shall be provided on every sprinkler system ~~having more than 20 sprinklers~~. Such waterflow alarm units shall be installed in accordance with 6.9.

8.17.2.3

8.17.2.3 Size. The size of the pipe for the fire department connection shall be in accordance with one of the following:

(1) Pipe size shall be a minimum of 4 in. (100 mm) for fire engine connections when the fire department connection has three or fewer 2-1/2 in (65 mm) inlets, and shall be a minimum of 6 in. (150 mm) for fire engine connections when the fire department connection has four or more 2-1/2 in (65 mm) inlets.
(2) Pipe size shall be a minimum of 6 in. (150 mm) for fire boat connections.
(3) For hydraulically calculated systems the fire department connection shall be permitted to be less than 4 in. (100 mm) and no less than the size of system riser, where serving one system riser.

8.17.2.7

8.17.2.7 The fire department connection shall be located not less than 18 in (457 mm) and not more than 4 ft (1.2 m) above the level of the adjacent grade or access level.

9.1.3.9.3

9.1.3.9.3 Powder-driven fasteners shall be allowed for branch lines less than or equal to 2 in. (50 mm) pipe. ~~Representative samples of concrete into which studs are to be driven shall be tested to determine that the studs will hold a minimum load of 750 lb (341 kg) for 2 in. (50 mm) or smaller pipe; 1000 lb (454 kg) for 2 ½ in., 3 in., 3 ½ in. (65 mm, 80 mm, or 90 mm) pipe; and 1200 lb (545 kg) for 4 in. or 5 in. (100 mm or 125 mm) pipe.~~

9.1.3.9.4

9.1.3.9.4 Increaser couplings shall not be permitted with ~~be attached directly to the~~ powder-driven studs.

9.2.1.3.3.4

9.2.1.3.3.4 Where flexible sprinkler hose fittings are supported by a ceiling that does not meet design and installation criteria set forth in 9.2.1.3.3.2, such fitting shall be provided with hangers in accordance with 9.2.3.5, unless the flexible hose fitting is provided with a hanger assembly specifically approved by a Nationally Recognized Testing Laboratory for both the flexible sprinkler hose fitting and the specific method of installation.

9.3.5.6.2

9.3.5.6.2 The horizontal force, F_{pw}, acting on the brace shall be taken as $F_{pw} = C_p W_p$, where C_p is the seismic coefficient selected in Table 9.3.5.6.2 utilizing the short period response parameter S_s. The value of S_s used in Table 9.3.5.6.2 shall be 0.95 ~~obtained from the authority having jurisdiction~~ or derived from seismic hazard data from the U.S. Geological Survey using ASCE Standard 7, 2005 edition. Linear interpolation shall be permitted to be used for intermediate values of S_s.

10.1.5

10.1.5 Working Pressure. Pipe shall be designed to withstand a system working pressure of not less than 150 psi (10.3 bar). When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC),

the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the FDC design pressure, whichever is greater.

11.2.3.1.4(4)

11.2.3.1.4 (4) The following unsprinklered concealed spaces shall not require a minimum area of sprinkler operation of 3000 ft² (279 m²):

11.2.3.1.4(4)(a) Noncombustible ~~and limited-combustible~~ concealed spaces with minimal combustible loading having no access. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

11.2.3.1.4(4)(b) Noncombustible ~~and limited-combustible~~ concealed spaces with limited access and not permitting occupancy or storage of combustibles. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

11.2.3.1.4(4)(c) (*No Change*)

11.2.3.1.4(4)(d) Light or ordinary hazard occupancies where noncombustible ~~or limited-combustible~~ ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.8 m³) or less in volume, including space below insulation that is laid directly on top or within the ceiling joist in an otherwise sprinklered attic.

11.2.3.1.4(4)(e) ~~Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less and the materials have been demonstrated to not propagate fire when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed in the space~~.

11.2.3.1.4(4)(f) ~~Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, *Standard for Fire Retardant Treated Wood and Fire Retardant Coatings for Building Materials.*~~

11.2.3.1.4(4)(g) (*No Change*)

11.2.3.1.4(4)(h) (*No Change*)

11.2.3.1.4(4)(i) (*No Change*)

11.2.3.1.4(4)(j) Light or ordinary hazard occupancies where non-combustible ~~or limited-combustible~~ ceilings are attached to the bottom of composite wood joists either directly or on to metal channels not exceeding 1 in. (25.4 mm) in depth, provided the adjacent joist channels are firestopped into volumes not exceeding 160 ft³ (4.5 m³) using materials equivalent to ½ in. (12.7 mm) gypsum board and at least 3 ½ in. (90 mm) of batt insulation is installed at the bottom of the joist channels when the ceiling is attached utilizing metal channels.

11.3.1.1

11.3.1.1 The design area shall be ~~the area that includes the four adjacent sprinklers that produce the greatest hydraulic demand~~ in accordance with either 11.2.3.2 or 11.2.3.3.

11.3.1.3

11.3.1.3 Unless the requirements of 11.3.1.4 are met, the minimum required discharge from each ~~of the four most demanding sprinklers~~ sprinkler shall be the greater of the following:

(1) In accordance with the minimum flow rates indicated in the individual listings

(2) Calculated based on delivering a minimum of 0.1 gpm/ft² (4.1 mm/min) over the design area in accordance with the provisions of 8.5.2.1 or 8.6.2.1.2.

11.3.3.1

11.3.3.1 Sprinklers in a water curtain such as described in 8.15.4 ~~or~~ , 8.15.16.2 or 8.15.23 shall be hydraulically designed to provide a discharge of 3 gpm per lineal foot (37L/min per lineal meter) of water curtain, with no sprinklers discharging less than 15 gpm (56.8 L/min) or per the listing requirements of the specific head being used.

11.3.3.3

11.3.3.3 ~~If a single fire can be expected to operate sprinklers within the water curtain and within the design area of a hydraulically calculated system,t~~The water supply to the water curtain shall be added to the water demand of the hydraulic calculations and be balanced to the calculated area demand.

11.3.4

11.3.4 NONSTORAGE OCCUPANCIES WITH HIGH CEILINGS

11.3.4.1 Light and Ordinary Hazard Group 1 and 2 Occupancies with ceiling heights between 25 and 50 feet. Light and Ordinary Hazard 1 and 2 occupancies shall be designed to provide a minimum density of 0.10 gpm/ft^2, 0.15 gpm/ft^2 and 0.20 gpm/ft^2 respectively. The minimum design area shall be equal to the ceiling height times 100. The sprinkler system shall utilize listed quick response sprinklers with a K-factor of 11.2 or greater. The maximum sprinkler discharge pressure allowed is 30 psi.

11.3.4.2 Non-storage occupancies with ceiling heights over 50 feet. All structures, regardless of occupancy or hazard classification, with ceiling heights exceeding 50'-0", require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction. Deluge systems shall be installed using sprinklers with a minimum k-factor of 11.2 with a maximum sprinkler discharge pressure of 30 psi.

11.3.4.3 Extra Hazard Occupancies with ceiling height over 25 feet. Extra Hazard occupancies with ceiling heights over 25 feet require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction.

11.3.4.4 Exhibition Spaces and Stages with Fly Galleries. For design criteria for Exhibition Spaces and Stages with Fly Galleries, see Section 11.3.5.

11.3.5

11.3.5 SPRINKLER PROTECTION FOR EXHIBITION SPACES AND STAGES WITH FLY GALLERIES

11.3.5.1 Exhibition Spaces and Stages with Fly Galleries with ceiling heights up to 35 feet. Sprinkler systems protecting exhibition spaces and stages with fly galleries with ceiling heights up to 35 feet shall be designed to provide a minimum density of 0.30 gpm/ft^2. The minimum design area shall be 2,500 square feet. The sprinkler system shall utilize standard coverage quick response sprinklers with a k-factor of 8.0 or greater. The maximum sprinkler discharge pressure allowed is 30 psi. A hose stream demand of 500 gpm shall be provided.

11.3.5.2 Exhibition Spaces and Stages with Fly Galleries with ceiling heights between 35 and 60 feet. Sprinkler systems protecting exhibition spaces and stages with fly galleries with ceiling heights between 35 and 60 feet shall be designed to provide a minimum density of 0.45 gpm/ft^2. The minimum design area shall be 2,500 square feet. The sprinkler system shall utilize standard coverage quick response sprinklers with a k-factor of 11.2 or greater.

The maximum sprinkler discharge pressure allowed is 30 psi. A hose stream demand of 500 gpm shall be provided.

11.3.5.3 Exhibition Spaces and Stages with Fly Galleries ceiling heights over 60 feet. Exhibition spaces and stages with fly galleries with ceiling heights exceeding 60'-0", require a design analysis from a licensed Fire Protection Engineer. This analysis must be submitted to the Authority Having Jurisdiction for review and approval prior to the start of construction. Deluge systems shall be installed using standard coverage sprinklers with a minimum k-factor of 11.2 with a maximum sprinkler discharge pressure of 30 psi. A hose stream of 500 gpm shall be provided.

12.9.2

12.9.2 The following unsprinklered concealed spaces shall not require a minimum area of sprinkler operation of 3000 ft² (279 m²):

12.9.2(1) Noncombustible ~~and limited-combustible~~ concealed spaces with minimal combustible loading having no access. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

12.9.2(2) Noncombustible ~~and limited-combustible~~ concealed spaces with limited access and not permitting occupancy or storage of combustibles. The space shall be considered a concealed space even with small openings such as those used as return air for a plenum.

12.9.2(3) (*No Change*)

12.9.2(4) Light or ordinary hazard occupancies where noncombustible ~~or limited-combustible~~ ceilings are directly attached to the bottom of solid wood joists so as to create enclosed joist spaces 160 ft³ (4.8 m3) or less in volume, including space below insulation that is laid directly on top or within the ceiling joist in an otherwise sprinklered attic.

12.9.2(5) ~~Concealed spaces where rigid materials are used and the exposed surfaces have a flame spread index of 25 or less and the materials have been demonstrated to not propagate fire when tested in accordance with NFPA 255, *Standard Method of Test of Surface Burning Characteristics of Building Materials*, extended for an additional 20 minutes in the form in which they are installed in the space.~~

12.9.2(6) ~~Concealed spaces in which the exposed materials are constructed entirely of fire-retardant treated wood as defined by NFPA 703, *Standard for Fire Retardant Treated Wood and Fire Retardant Coatings for Building Materials.*~~

12.9.2(7) (*No Change*)

12.9.2(8) (*No Change*)

12.9.2(9) (*No Change*)

12.9.2(10) Light or ordinary hazard occupancies where non-combustible ~~or limited-combustible~~ ceilings are attached to the bottom of composite wood joists either directly or on to metal channels not exceeding 1 in. (25.4 mm) in depth, provided the adjacent joist channels are firestopped into volumes not exceeding 160 ft³ (4.5 m³) using materials equivalent to ½ in. (12.7 mm) gypsum board and at least 3 ½ in. (90 mm) of batt insulation is installed at the bottom of the joist channels when the ceiling is attached utilizing metal channels.

21.15.2.2.1.3.3

21.15.2.2.1.3.3 Chute Sprinkler Supply. Sprinklers serving chutes shall be on separate dedicated supply risers.

21.38

21.38 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.

21.38.1 General. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, for a Group R Division 3 Occupancy, the design requirements in Table 21.37.1 shall be applied.

Table 21.38.1 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC[4]

Building Area Size Range [6]	PROTECTION RESIDENTIAL System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[7]	Sprinklers Required In Areas Subject To Freezing.
<3,600 sq ft	Standard NFPA 13D [2]	See NFPA 13D for design requirements.			
≥3,600 sq ft & <10,000 sq ft	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements			
≥10,000 sq ft & <15,000 sq ft	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements			
≥ 15,000 sq ft	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

1. This protection constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached buildings with one or more sleeping rooms shall be protected by a minimum Enhanced NFPA 13D system.
4. Excluding Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.
7. Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

21.38.2 Modified 13 Design Criteria. When Table 21.38.1 requires a Modified 13 Design, the sprinkler system shall be installed to meet the requirements of this code, with the exception of the following items:

1. Fire Department Connections (FDC): A 2½-inch fire department connection is required. A single snoot connection will be accepted. The FDC shall be located on the garage wall facing the street except for special circumstances where the FDC may be freestanding and located adjacent to the street or private drive. A freestanding FDC in these circumstances may be designed into the mailbox column.
2. Riser Room: Risers shall be located in either the garage or within a dedicated room with an exterior door. Provided the garage/room is fully insulated the requirement for maintaining 40°F will not require a source of heat.

3. Inspectors Test Connection: The inspectors test location may be piped off the system riser.
4. Piping in locations less than 40°F: Dry pipe systems are not permitted for the protection of living spaces, anti-freeze systems shall be used. The protection of non-living spaces such as attics may be protected by dry-pipe systems.
5. Anti-Freeze Loops: The capacity shall not exceed 80 gallons.
6. Separate Water Supply: A separate water lead-in for the fire sprinkler system along with an approved (by the local water authority) back-flow prevention device is required. The back-flow prevention device shall be located at the street with in an approved insulated enclosure. The lead-in shall be sized using the minimum pipe size available that provides the calculated flow.
7. Control Valves: All valves used to control the sprinkler system are required to be indicating. A Post Indicator Valve (PIV) is not permitted.
8. Electrical Supervision: When required by the *fire code official*, the main control valves shall be electrically supervised. The back-flow valves are not required to be electrically supervised.
9. Fire Pumps: Electric fire pumps normally accepted in NFPA -13D systems for residential use (UL listed jockey pump) are acceptable.
10. Notification Devices: Interior - One (1) interior horn/strobe shall be installed in a location specified by the homeowner. Exterior - One (1) exterior horn/strobe shall be located above the FDC or other acceptable location. The sprinkler flow switch shall activate both of the required devices.
11. Residential Sprinkler Heads: Residential sprinkler heads shall be utilized and the design allowances specified in section 11.2.3.2.3.1 (reduction to design area) may be applied.
12. Hangers and Earthquake Bracing: The hanging of sprinkler pipe shall be in accordance Chapter 9. Earthquake bracing is not required.
13. Garages: Garages shall be classified as Ordinary Hazard Group I. Commercial style QR sprinkler heads are required.
14. Location of Sprinklers: Sprinklers shall be installed in all areas except where omissions are permitted as follows:

    a. Inaccessible attic spaces.

    b. Exterior overhangs, porches, and carports.

    c. Rooms not provided with environmental control.

21.38.3 Other Protection Designs: For the other protection designs listed in Table 21.37.1, see the respective revised codes for NFPA 13D and NFPA 13R design requirements.

22.1.3

22.1.3 Working plans shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system:

(1) Name of owner and occupant
(2) Location, including street address
(3) Point of compass
(4) Full height cross section, or schematic diagram, including structural member information is required for clarify and including ceiling construction and method of protection for nonmetallic piping
(5) Ceiling/roof heights and slopes not shown in the full height cross section
(6) Location of partitions
(7) Location of fire walls
(8) Occupancy class, label and name of ~~each~~ all areas or rooms
(9) Location and size of concealed spaces, closets, attics, and bathrooms
(10) Any small enclosures in which no sprinklers are to be installed

(11)Size of city main in street and whether dead end or circulating; if dead end, direction and distance to nearest circulating main; and city main test results and system elevation relative to test hydrant *(see A.23.1.8)*
(12)Other sources of water supply, with pressure and elevation
(13)Make, type, model, and nominal K-factor of sprinklers including sprinkler identification number
(14)Temperature rating and location of high-temperature sprinklers
(15)Total area protected by each system on each floor
(16)Number of sprinklers on each riser per floor
(17)Total number of sprinklers on each dry pipe system, preaction system, combined dry pipe-preaction system, or deluge system
(18)Approximate capacity in gallons of each dry pipe system
(19)Pipe type and schedule of wall thickness
(20)Nominal pipe size and cutting lengths of pipe (or center-to-center dimensions). Where typical branch lines prevail, it shall be necessary to size only one typical line
(21)Location and size of riser nipples
(22)Type of fittings and joints and location of all welds and bends. The contractor shall specify on drawing any sections to be shop welded and the type of fittings or formations to be used
(23)Type and locations of hangers, sleeves, braces, and methods of securing sprinklers when applicable
(24)All control valves, check valves, drain pipes, and test connections
(25)Make, type, model, and size of alarm or dry pipe valve
(26)Make, type, model, and size of preaction or deluge valve
(27)Kind and location of alarm bells
(28)Size and location of standpipe risers, hose outlets, hand hose, monitor nozzles, and related equipment
(29)Private fire service main sizes, lengths, locations, weights, materials, point of connection meters, and valve pits; and the depth that the top of the pipe is laid below grade
(30)Piping provisions for flushing
(31)Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear
(32)For hydraulically designed systems, the information on the hydraulic data nameplate
(33)A graphic representation of the scale used on all plans
(34)Name, ~~and~~ address, phone number, and contractor's license number of sprinkler contractor
(35)Nevada State Fire Marshal registration number
(36)Signature and NICET number, or engineer's seal, of the designer
(37)General notes as required by the AHJ
(38)Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets
(39)The minimum rate of water application (density or flow or discharge pressure), the design area of water application, in-rack sprinkler demand, and the water required for hose streams both inside and outside
(40)The total quantity of water and the pressure required noted at a common reference point for each system
(41)Relative elevations of sprinklers, junction points, and supply or reference points
(42)If room design method is used, all unprotected wall openings throughout the floor protected
(43)Calculation of loads for sizing and details of sway bracing
(44)The setting for pressure-reducing valves
(45)Information about backflow preventers (manufacturers, size, type)
(46)Information about antifreeze solution used (type and amount)
(47)Size and location of hydrants, showing size and number of outlets and if outlets are to be equipped with independent gate valves. Whether hose houses and equipment are to be provided, and by whom, shall be indicated. Static and residual hydrants that were used in the flow tests shall be shown
(48)Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system
(49)Size, location, and piping arrangement of fire department connections
(50)Ceiling/roof heights and slopes not shown in the full height cross section
(51)Edition year of NFPA 13 that the sprinkler system is designed to.

22.2.1

22.2.1 Water Supply Capacity Information. Water supply information shall only be valid for a period of 6 months from the date the flow test was conducted to the initial submittal. The following information shall be included:

(1) Location and elevation of static and residual test gauge with relation to the riser reference point
(2) Flow location
(3) Static pressure, psi (bar)
(4) Residual pressure, psi (bar)
(5) Flow, gpm (L/min)
(6) Date
(7) Time
(8) ~~Test conducted by or information supplied by~~. Flow tests shall be witnessed by the Authority Having Jurisdiction
(9) Other sources of water supply, with pressure or elevation

22.2.1.1

22.2.1.1 Where a water flow test is used for the purposes of system design, the test shall be conducted no more than 6 ~~12~~ months prior to working plan submittal.

22.4.1.6

22.4.1.6 The maximum velocity for use in hydraulic calculations shall be 32 ft/sec (9.8 m/sec).

22.4.1.7

22.4.1.7 Hydraulically calculated fire sprinkler systems shall be designed to ensure the required system pressure is a minimum of ten (10) psi below the available supply pressure.

24.2.3.2.2

24.2.3.2.2 The test shall measure the time to trip the valve and the time for water to be discharged from the inspector's test connection. The flow from the inspector's test shall be predominantly continuously flowing water with small amounts of air permitted. All times shall be measured from the time the inspector's test connection is completely opened.

24.2.3.2.2.1

24.2.3.2.2.1 Dry systems calculated for water delivery in accordance with 7.2.3.6 shall be required to prove the ~~exempt from any~~ specific water delivery time requirement set forth in 7.2.3.5 and 7.2.3.7.

24.5.1

24.5.1 The installing contractor shall identify a hydraulically designed sprinkler system with a machine-engraved ~~permanently marked~~ weatherproof metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font secured to the riser it serves with corrosion-resistant wire, chain, or other ~~approved~~ means approved by the AHJ. Such signs shall be placed at the alarm valve, dry pipe valve, preaction valve, or

deluge valve supplying the corresponding hydraulically designed area. Signs located at the system control riser shall be allowed to be combined with the General Information Sign described in 24.6.

24.6.1

24.6.1 The installing contractor shall provide a general information sign used to determine system design basis and information relevant to the inspection, testing, and maintenance requirements required by NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems*.

24.6.1.1 Such general information shall be provided with a ~~permanently marked~~ machine-engraved weatherproof metal or rigid plastic sign with capitalized lettering a minimum 14 point (¼ inch high) in Arial or similar font, secured with corrosion resistant wire, chain, or other acceptable means.

24.6.1.2 Such signs shall be placed at each system control riser, antifreeze loop, and auxiliary system control valve. Signs located at the system control riser shall be allowed to be combined with the Hydraulic Design Information Sign described in 24.5.

NFPA 13D

1.1

1.1 This standard shall cover the design and installation of automatic sprinkler systems for protection against the fire hazards in one- and two-family dwellings and manufactured homes.

When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the minimum design criteria shall be as outlined in Section 8.7 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.

3.3.9.3

3.3.9.3 ***Flush Multipurpose Piping System.*** A piping system, other than a network system, intended to serve ~~both~~ one or more domestic toilet fixture(s) and fire protection needs.

3.3.9.4

3.3.9.4 ***Network System.*** A type of multipurpose system utilizing a common piping system supplying all domestic fixtures and fire sprinklers ~~where each sprinkler is supplied by a minimum of three separate paths~~.

4.1.1

4.1.1 The installer shall provide to the owner/occupant instructions on inspecting, testing, and maintaining the system. The instructions shall be attached to the riser or the inside of the panel access door. The instructions shall be weatherproof.

4.7

4.7 Working Plans ~~Documentation~~

~~Documentation shall be available on request to ensure adequate water supply, listed devices, and adequate sprinkler coverage have been addressed.~~

Working plans shall be drawn to an indicated scale, on sheets of uniform size, with a plan of each floor, and shall show those items from the following list that pertain to the design of the system:

1. Name of owner.
2. Location, including street address.
3. Point of compass.
4. Full height cross section.
5. Ceiling/roof heights and slopes not shown in the full height cross section.
6. Location of partitions, lintels, and doorways. Lintel openings require a cross section view to indicate the area of the opening.
7. Name and label for each area or room.
8. For systems supplied by city mains, location and size of city main in street, and location, size, and type of domestic line, including length to city connection, and water meter location and size. Static and residual hydrants that were used in flow tests shall be shown. The location of the 5 gpm domestic demand shall be indicated.
9. Make, type, model, temperature rating, nominal K-factor, and number of each type of sprinkler, including sprinkler identification number.

10. Pipe type and schedule of wall thickness.
11. Nominal pipe size and cutting lengths of pipe (or center-to-center dimensions). Where typical branch lines prevail, it shall be necessary to size only one typical line.
12. Location and size of riser nipples and drops.
13. Type of fittings and joints.
14. Type and locations of hangers, and methods of securing sprinklers when applicable.
15. Location and size of all valves and drain pipes.
16. Location and size of water gauges.
17. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
18. A summary of the hydraulics, including the static pressure, residual pressure, and flow of the water supply, the pressure and flow demands at the point of connection to the water supply, and the pressure and flow demands at the bottom of the system riser.
19. Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets.
20. Relative elevations of sprinklers, junction points, and supply or reference points.
21. A graphic representation of the scale used on all plans.
22. Name, address, phone number, and contractor's license number of contractor.
23. Nevada State Fire Marshal registration number.
24. Signature and NICET number, or engineer's seal, of the designer.
25. Indicate by note the minimum rate of water application per sprinkler head, the maximum spacing for each head, and the domestic demand.
26. Information about antifreeze solution used. Indicate the type of antifreeze used, the amount of antifreeze in the system, and information about antifreeze compatibility with the pipe.
27. General notes as required by the AHJ.
28. Edition year of NFPA 13D to which the sprinkler system is designed.
29. Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system.

6.2.3.1

6.2.3.1 The control valve shall be required ~~permitted~~ to serve the domestic water supply.

6.3.1

6.3.1 A multipurpose piping system shall be installed in accordance with 6.3.~~2~~ through 6.6.~~5.~~4

6.3.1.1

6.3.1.1 All one and two-family dwellings sprinkler systems supplied by the water purveyor shall be multi-purpose, in accordance with this section. This requirement applies both to systems fed with a single-outlet water meter and to systems fed with a dual-outlet water meter, which may be required by the water purveyor.

6.5

6.5 ~~Common Supply Piping~~ Flush Multipurpose Systems. Flush multipurpose systems shall supply a minimum of one toilet fixture. These systems may be used both with a single-outlet meter or a dual-outlet water meter, which may be required by the water purveyor. Such systems shall be considered acceptable by this standard where designed in accordance with 6.5.1 through 6.5.7.

6.5.1 ~~Where common supply pipes serve both fire sprinkler and domestic use, they shall comply with 6.5.2 through 6.5.4.~~ An accessible check valve shall be installed on the fire sprinkler riser to maintain system pressure.

6.5.2 ~~In common water supply connections serving more than one dwelling unit, 5 gpm (19 L/min) shall be added to the sprinkler system demand to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.~~ A minimum demand of 5 gpm (19 L/min) shall be added to the sprinkler system demand at the point of domestic demand to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.

6.5.3 Where a single-outlet meter is provided, a common underground supply for both domestic and fire sprinkler needs is permitted. No separate control valve controlling only the fire sprinkler system shall be permitted. The domestic supply shall serve all domestic fixtures except for the toilet in the master bathroom.

~~6.5.3 A warning sign, with minimum ¼ in. (6.4 mm) letters, shall be affixed adjacent to the main shutoff valve and state the following:~~

> ~~Warning: The water system for this home supplies fire sprinklers that require certain flows and pressures to fight a fire. Devices that restrict the flow or decrease the pressure or automatically shut off the water to the fire sprinkler system, such as water softeners, filtration systems, and automatic shutoff valves, shall not be added to this system without a review of the fire sprinkler system by a fire protection specialist. Do not remove this sign.~~

6.5.4 Where a dual-outlet meter is provided, the fire sprinkler system shall be piped separately from the domestic system starting at the discharge side of the water meter. There shall be no separate control valve that controls only the fire sprinkler system (See UDACS for details). The domestic supply shall serve all hot water fixtures, and all cold water fixtures except for the toilet in the master bathroom.

~~Where water treatment and filtration are installed, one of the following conditions shall be met:~~

~~a. The flow restriction and pressure loss through the water treatment equipment shall be taken into account in the hydraulic calculations.~~
~~b. An automatic bypass shall be installed around the water treatment equipment that directs all water directly to the system.~~

6.5.5 The installation of a backflow preventer, water treatment and filtration device, or a pressure reducing valve between the water meter and the fire sprinkler system is prohibited.

6.5.6 The fire sprinkler system piping shall be designed as a looped system, with vertical and horizontal looping, in a manner that water circulates throughout the system. Dead-end supply lines off of the loop to individual sprinkler heads shall be permitted where each individual dead end does not exceed 50 feet in total length.

6.5.7 A supply line from the sprinkler system loop shall feed into the toilet in the master bathroom.

6.5.8 A pressure gauge shall be installed on the supply side of the check valve

6.6

6.6 Network Multipurpose Systems. Network multipurpose systems shall provide supply for all interior domestic fixtures and fire sprinkler needs. This design may be used with a single-outlet meter, but is prohibited from use with a dual-outlet meter, which may be required by the water purveyor. Such systems shall be considered acceptable by this standard where designed in accordance with 6.6.1 through 6.6.7

6.6.1 A minimum demand of 5 gpm (19 L/min) shall be added to the sprinkler system demand at the point of domestic demand to determine the size of common piping and the size of the total water supply requirements where no provision is made to prevent flow into the domestic water system upon operation of a sprinkler.

6.6.2 Where a single-outlet meter is provided, a common underground supply for both domestic and fire sprinkler needs is required. No separate control valve controlling only the fire sprinkler system shall be permitted. The network system shall serve all cold water domestic fixtures served by the water softener loop and all fire sprinklers.

6.6.3 Where a dual-outlet meter is provided, the use of a network system is prohibited. System design shall be in accordance with 6.5.

6.6.4 The fire sprinkler system piping shall be designed as a networked system, with interconnection of all domestic fixtures and fire sprinkler heads, in a manner that water circulates throughout the system when any domestic fixture is flowing. Dead-end supply lines shall only be permitted to supply domestic fixtures.

6.6.5 Where required by the fire code official, networked systems shall be performance tested to prove one-head and two-head flow scenarios, in addition to other inspections and approvals required by this code. Testing shall replicate the effect of devices that restrict flow and pressure, such as water filtration systems, water softeners and pressure reducing valves.

6.6.6 A warning sign, with minimum ¼ in. (6.4 mm) letters, shall be affixed adjacent to the main shutoff valve and state the following:

> **Warning:** The water system for this home supplies fire sprinklers that require certain flows and pressures to fight a fire. Devices that restrict the flow or decrease the pressure or automatically shut off the water to the fire sprinkler system, such as water softeners, filtration systems, and automatic shutoff valves, shall not be added to this system without a review of the fire sprinkler system by a fire protection specialist. Do not remove this sign.

6.6.7 Where water treatment and filtration loops are installed, the network sprinkler design shall incorporate one of the following conditions:

1. The flow restriction and pressure loss through the water treatment equipment shall be taken into account in the hydraulic calculations.
2. An automatic bypass shall be installed around the water treatment equipment that directs all water directly to the system.

6.6.8 A pressure gauge shall be installed on the supply side of the dwelling unit control valve in the garage or other accessible location. Where a pressure reducing valve is installed after the control valve, the pressure gauge shall be installed on the outlet side of the pressure reducing valve.

7.1.1

7.1.1 A single control valve arranged to shut off both the domestic system and the sprinkler system shall be installed ~~unless a separate shutoff valve for the sprinkler system is installed in accordance with 7.1.2~~.

7.1.2

7.1.2 The sprinkler system piping shall not have a separate control valve installed ~~unless supervised by one of the following methods:~~

~~(1) Central station, proprietary, or remote station alarm service~~
~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location~~
(3) ~~Valves that are locked open~~

7.7

7.7 ~~Attics.~~ Unconditioned Spaces

When nonmetallic piping is installed in unconditioned spaces ~~attics~~, the piping shall be insulated or covered with insulation to a minimum of R-2 level. ~~adequate~~ Iinsulation shall be provided on the unconditioned space ~~attic~~ side of the piping to avoid exposure of the piping to temperatures in excess of the pipe's rated temperature.

7.8

7.8 Stock of Spare Sprinklers. A supply of at least two spare sprinklers for each type installed shall be provided. Where the amount of spare sprinklers is 4 or less sprinkler heads, the spare sprinklers shall be permitted to be zipped or wire tied to fire sprinkler riser piping. Where the amount of spare sprinklers exceeds 4 sprinkler heads, a sprinkler head box shall be installed adjacent to the fire riser access panel. Where no distinct fire riser is part of the design, spare sprinklers shall be installed in a sprinkler head box adjacent to the pressure reducing valve.

8.1.1.2.2

8.1.1.2.2* The system shall provide at least the flow required to produce a minimum discharge density of 0.05 gpm/ft2 (2.04 mm/min) to the design sprinklers including fire sprinklers required in garages per section 8.6.4.1.

8.1.3.1.2

8.1.3.1.2 Where construction features or other special conditions exist that are outside the scope of sprinkler listings, listed sprinklers shall be permitted to be installed beyond their listing limitations, provided the installation conforms to a modification or alternative materials and methods report that has been approved by the authority having jurisdiction.

8.6.4.1

8.6.4.1 Attached garages with any habitable rooms above shall be required to be protected with fire sprinklers

8.6.5

8.6.5 Sprinklers shall not be required in attics, penthouse equipment rooms, elevator machine rooms, concealed spaces dedicated exclusively to and containing dwelling unit ventilation equipment, floor/ceiling spaces, elevator shafts, crawl spaces, and other concealed spaces that are not used or intended to be used for living purposes ~~and do not contain fuel-fired equipment~~.

8.7

8.7 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC

8.7.1 General. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table 8.7 shall be applied.

Table 8.7 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC[4]

Building Area Size Range [6]	Mitigation Residential System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[7]	Sprinklers Required In Areas Subject To Freezing.
< 3,600 sq.ft.	Standard NFPA 13D [2]	No	1"	¾"	No
≥ 3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	No	1"	¾"	No
≥ 10,000 sq.ft. and < 15,000 sq.ft.	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements (section 6.8.5)			
≥15,000 sq.ft.	Modified NFPA 13 [1]	See NFPA 13 for design requirements (section 21.37)			

N/A = Not Applicable

1. This mitigation constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached buildings with one or more sleeping rooms shall be protected by a minimum Enhanced NFPA 13D system.
4. Excluding Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.
7. Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

8.7.2.1 Where required. When Table 8.7 requires an Enhanced 13D design, sprinklers shall be installed throughout the structure except where omissions are permitted by sections 8.6.6 and 8.6.7, and the following:

1. Unheated attic spaces.

2. Floor/ceiling spaces.
3. Concealed combustible spaces with no access for storage or living purposes.
4. Exterior overhangs, porches, and carports

8.7.3 Other Protection Designs. For other protection designs listed in Table 8.7, see the respective revised codes for NFPA 13 and NFPA 13R minimum design requirements.

NFPA 13R

1.1

1.1 Scope

This standard covers the design and installation of automatic sprinkler systems for protection against fire hazards in residential occupancies up to and including two ~~four~~ stories in height. Residential occupancies three or more stories in height shall be protected throughout in accordance with NFPA 13.

When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access for single-family residential occupancies, the minimum design criteria shall be as outlined in Section 7.5 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.

5.1.3

5.1.3 Rated Pressure. System components shall be rated for the maximum system working pressure to which they are exposed but shall not be rated at less than 175 psi (12.1 bar) for components installed aboveground and 150 psi (10.4 bar) for components installed underground. When the underground piping can be supplied or pressurized by a Fire Department Connection (FDC), the underground piping shall be designed to withstand a working pressure of not less than 200 psi (Class 200), or 50 psi greater than the system design pressure, whichever is greater.

5.2.1

5.2.1 Pipe or tube used in sprinkler systems shall be of the materials specified in Table 5.2.1 or in accordance with 5.2.2. Piping shall have corrosion resistance ratio (CRR) of 1 or more.

6.4.4

6.4.4 Where construction features or other special conditions exist that are outside the scope of sprinkler listings, listed sprinklers shall be permitted to be installed beyond their listing limitations, provided the installation conforms to a modification or alternative materials and methods report that has been approved by the authority having jurisdiction.

6.6.4

6.6.4 Sprinklers shall be installed in any closet used for heating and air-conditioning equipment ~~except as permitted by 6.6.7~~ or containing fuel-fired equipment

6.6.5

6.6.5 Sprinklers shall not be required in any porches, balconies, corridors, and stairs that are open and attached, unless specifically required in any of these areas by the Building Code and/or Fire Code.

6.6.6.1

6.6.6.1 Protection of Fuel-Fired Equipment. ~~When fuel-fired equipment is present, at least one quick-response intermediate temperature sprinkler shall be installed above the equipment.~~ Where protection of fuel-fired equipment is required by 6.6.4, 6.6.6 and 6.6.7, sprinkler protection shall be provided in accordance with the following:

(1) At least one quick-response sprinkler with a minimum k-factor of 5.6 shall be provided above the fuel-fired equipment. Sprinklers shall be sufficient to cover the fuel-fired equipment protection area, which is equal to the entire perimeter of the fuel-fired equipment when viewed on a plan view.
(2) Where the sprinkler(s) protecting the fuel-fired equipment is located under a ceiling with slope equal to or greater than a 4:12 pitch, a minimum of one sprinkler shall be located above the edge of the fuel-fired equipment protection area, on the upslope side of the equipment.
(3) Freeze protection shall be provided in accordance with 5.4.2.

6.6.7

6.6.7 Sprinklers shall not be required in closets (regardless of size) on exterior balconies and exterior breezeways/corridors, regardless of size, as long as the closet does not have doors or unprotected penetrations directly into the dwelling unit, and as long as the closet does not contain fuel-fired equipment.

6.7.2.2.2

6.7.2.2.2 Where water supplies are known to have unusual corrosive properties and threaded or cut-groove steel pipe is to be used, wall thickness shall be in accordance with Schedule 30 [in sizes 8 in. (200 mm) or larger] or Schedules 40 [in sizes less than 8 in. (200 mm)]. Piping shall have corrosion resistance ratio (CRR) of 1 or more.

6.8.2

6.8.2 The sprinkler system piping shall not have a separate control valve installed unless supervised by a ~~one of the following methods:~~

(1) Central station, proprietary, or remote station alarm service

~~(2) Local alarm service that causes the sounding of an audible signal at a constantly attended location~~

~~(3) Valves that are locked open~~

6.15

~~**6.15 Drop-Out Ceilings.** Drop-out ceilings shall be permitted to be installed beneath sprinklers where ceilings are listed for that service and are installed in accordance with their listings.~~

7.1.1.4

7.1.1.4 Systems installed in accordance with the single family residential protection matrix (Section 7.5) shall not require monitoring.

7.5

7.5 Protection Matrix for Group R Division 3 Occupancies. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table 7.5 shall be applied.

Table 7.5 Protection Matrix for Group R Division 3 Occupancies and Building Built Under the IRC[4]

Building Area Size Range [6]	Mitigation Residential System Type[1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size[5]	Sprinklers Required In Areas Subject To Freezing.
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements (section 8.7)			
≥ 3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements (section 8.7)			
≥ 10,000 sq.ft. and < 15,000 sq.ft.	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sq.ft.	Modified NFPA 13 [1]	See NFPA 13 for design requirements (section 21.37)			

N/A = Not Applicable

1. This mitigation constitutes a building "protected with an approved fire sprinkler system" per the IFC.
2. Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
3. Free-standing detached buildings with one or more sleeping rooms shall be protected by an Enhanced NFPA 13D system.
4. Excluding Group Care Homes.
5. U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
6. Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte cocheres.

7.5.1 Enhanced 13R Design. When Table 7.5 requires an Enhanced 13R design, the sprinkler system shall be designed and installed in accordance with NFPA 13R, except that sprinklers shall be installed throughout the structure except where omissions are permitted by the following:

1. Unheated attic spaces that do not contain fuel fired equipment.
2. Floor/ceiling spaces.
3. Concealed combustible spaces with no access for storage or living purposes.

7.5.2 Other Protection Designs. For other protection designs listed in Table 7.5, see the respective revised codes for NFPA 13 and NFPA 13D minimum design requirements.

8.1.7

8.1.7 Sprinkler plans shall indicate the following:

1. Name of owner and occupant.
2. Location, including street address.
3. Point of compass.
4. Ceiling construction.
5. Full height cross section.
6. Ceiling/roof heights and slopes not shown in the full height cross section.
7. Location of fire walls.
8. Location of partitions, lintels, and doorways. Lintel openings require a cross section view to indicate the area of the opening.
9. Occupancy, label, and name of all ~~each~~ areas or rooms.
10. Location and size of concealed spaces, attics, closets, and bathrooms.
11. Any small enclosures in which no sprinklers are to be installed.
12. Size of city main in street; pressure; whether dead end or circulating, and, if dead end, the direction and distance to nearest circulating main; and city main test results including elevation of the test hydrant.
13. Make, manufacturer, model, type, heat-response element, temperature rating, nominal K-factor, number of sprinklers installed, and nominal orifice size of the sprinkler, including sprinkler identification number.

~~14. Temperature rating and location of high-temperature sprinklers~~

~~15. Number of sprinkler on each riser, per floor~~

14. Type ~~Kind~~ and location of ~~alarm bells~~ horn/strobes.
15. Type of pipe and fittings.
16. Pipe type and schedule of wall thickness.
17. Type of protection for nonmetallic pipe.
18. Nominal pipe size with lengths shown to scale.
19. Location and size of riser nipples.
20. Type of fittings and joints and the location of all welds and bends.
21. Type and locations of hangers, sleeves, braces, and methods of securing sprinklers, where applicable.
22. All control valves, check valves, drain pipes, and test connections.
23. Underground pipe size, length, location, weight, material, and point of connection to city main; type of valves, meters, and valve pits; and depth at which the top of the pipe is laid below grade.
24. In case of hydraulically designed systems, the information on the hydraulic data nameplate.
25. Name, ~~and~~ address, phone number, and contractor's license number of sprinkler contractor.
26. Nevada State Fire Marshal registration number.
27. Signature and NICET number, or engineer's seal, of the designer.
28. General notes as required by the AHJ.
29. Approximate capacity in gallons of each dry pipe system.
30. Make, type, model, and size of alarm or dry pipe valve.
31. Piping provisions for flushing.
32. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
33. A graphic representation of the scale used on all plans.
34. Hydraulic reference points shown on the plan that correspond with comparable reference points on the hydraulic calculation sheets.
35. The minimum rate of water application (density or flow or discharge pressure), the design area of water application, and the domestic demand.
36. The total quantity of water and the pressure required noted at a common reference point for each system.
37. Relative elevations of sprinklers, junction points, and supply or reference points.
38. Information about backflow preventers (manufacturer, size, type).

39. Information about antifreeze solution used (type and amount).
40. Size and location of hydrants, showing size and number of outlets. Static and residual hydrants that were used in flow tests shall be shown.
41. Size, location, and piping arrangement of fire department connections.
42. Location of fuel-fired equipment and heating and air-conditioning equipment.
43. Location of closets on exterior balconies, and a note indicating whether there is any type of door or penetration between the closet and the dwelling unit.
44. Edition year of NFPA 13R to which the sprinkler system is designed.
45. Utility plans and/or plumbing plans necessary to show connection from water supply to fire sprinkler system.

NFPA 14

3.3.5

3.3.5 High-Rise Building. A building where the floor of an occupiable story is greater than 55 ft (17 m) ~~75 ft (23 m)~~ above the lowest level of fire department vehicle access.

4.2.3.2

4.2.3.2 Where system pressures exceed 300 psi, piping expected to experience greater than 300 psi at zero flow shall be rated for the pressures expected, and have minimum nominal pipe wall thickness in accordance with Schedule 40.

4.6.1.1.1

4.6.1.1.1 Within the cabinet, the hose connections shall be located so that there is at least 1 in. (25.4 mm) between any part of the cabinet and the handle of the valve when the valve is in any position ranging from fully open to fully closed, 6 in (150 mm) clearance perpendicular from the valve handle to any part of the cabinet, and 6 in (150 mm) clearance around the circumference of outlet to any part of the cabinet. The door shall not be considered to be part of the cabinet for the purposes of this section.

4.8.2

4.8.2 Each fire department connection shall have at least two, and not less than one for each 250 gpm of system demand or fraction thereof, 2 ½ inch (65 mm) internal threaded fittings having NHS threads, as specified in NFPA 1963, *Standard for Fire Hose Connections.* Fire Department Connections shall be provided with internal check valve(s) such that water being supplied into any inlet will not flow back out of any other inlet. For the purposes of this section, internal clapper valve devices provided by the manufacturer in listed Fire Department Connections shall be considered internal check valves. *(See Section 7.7 and 7.12 for design requirements)*

4.8.2.3

4.8.2.3 Fire department connection piping shall be a minimum of 4 in (100 mm) for three or fewer inlets, a minimum of 6 in (150 mm) for four or more inlets, and shall in all cases have a diameter equal or greater to the largest supply line.

5.2.1.2.1

5.2.1.2.1 Piping volume shall not be limited where the system is designed in accordance with Section 5.2.1.3.2. ~~Not more than 750 gal (2839 L) system capacity shall be controlled by one dry pipe valve~~

5.2.1.2.2

5.2.1.2.2 ~~Piping volume shall be permitted to exceed the requirements of 5.2.1.3.1 where the~~ Ssystem design shall be ~~is~~ such that water is delivered to the system at the most remote hose connection in not more than 3 minutes, starting at the normal air pressure on the system and at the time of fully opened hose connection.

6.1.2.2.1

6.1.2.2.1 In buildings constructed of Type I or Type II construction in accordance with the International Building Code or in buildings equipped with an approved automatic sprinkler system, standpipes ~~lateral piping to 2 ½ in. (65 mm) hose connections~~ shall not be required to be protected by fire rated construction.

6.3.2.1

6.3.2.1 Individual hose valves fed from the feed main shall each be provided with an isolation valve, such that maintenance of the individual hose valve can be accomplished without interrupting the supply to standpipes fed from the feed main.

6.3.7.1

6.3.7.1 System water supply valves, isolation control valves, and other valves in feed mains shall be electrically supervised in an approved manner in the open position by ~~one of the following methods:~~

~~(1) A~~ a central station, proprietary, or remote station signaling service

~~(2) A local signaling service that initiates an audible signal to a constantly attended location~~

~~(3) Locking of valves in the open position~~

~~(4) Sealing of valves and an approved weekly recorded inspection where valves are located within fenced enclosures under the control of the owner~~

6.4.5.2.2

~~6.4.5.2.2 A sign also shall indicate the pressure required at the inlets to deliver the system demand~~

6.4.5.3

6.4.5.3 Signs shall be provided at fire department connections, indicating the areas of the building served and the minimum required pressure and flow to be delivered through the inlets. Where a fire department connection services multiple buildings, structures, or locations, ~~a~~ the sign shall ~~be provided~~ indicate ~~indicating~~ the buildings, structures, or locations served.

6.4.5.3.1

6.4.5.3.1 Signs shall have a red background and be professionally engraved with white lettering a minimum of 1 in. (25.4 mm) in height, with a minimum stroke of ¼ in. Signs shall consist of durable, weatherproof materials, subject to approval by the authority having jurisdiction.

7.2.1

7.2.1 The maximum pressure at any point in the system at any time shall not exceed 350 psi (24 bar), except where components are rated for higher pressures and are approved by an alternative materials and methods report approved by the authority having jurisdiction.

7.2.3.2

7.2.3.2 Where the static pressure ~~at a hose connection~~ exceeds 175 psi (12.1 bar) at a 1½ in. (40 mm) hose connection or exceeds 200 psi (13.9 bar) at a 2½ in. (65 mm) hose connection, an approved pressure-regulating device shall be provided to limit static and residual pressures at the outlet of the hose connection to 100 psi (6.9 bar) for 1½ in. (40 mm) hose connections and 200 ~~175~~ psi (13.9 bar) ~~(12.1 bar)~~ for other hose connections. The pressure on the inlet side of the pressure-regulating device shall not exceed the device's rated working pressure.

7.2.3.4

7.2.3.4 Where hose valve pressure regulating devices are installed on 2 ½ in. (65 mm) outlets, they shall be field adjustable, capable of being adjusted through the full adjustment range by a 3/8 in. (12 mm) rod with a maximum required torque of 30 foot-pounds (41 nm) while flowing water. Field adjustment shall not require any hose valve disassembly.

7.2.4

7.2.4 When system pressure-regulating devices are used in lieu of providing separate pumps, multiple zones shall be permitted to be supplied by a single pump and pressure regulating device(s) under the following conditions:

(1) Pressure-regulating device(s) shall be permitted to control pressure in the lower zone(s). A redundant pressure-regulating device shall be provided in parallel configuration for the full range of anticipated system flow. Where multiple sizes of pressure-regulating devices are required to achieve flow through the entire range of anticipated system flow, each size shall have a redundant pressure-regulating device installed.

(2) A method to isolate each of the pressure-regulating device(s) shall be provided for maintenance and repair by providing control valves on the supply and discharge side of each pressure-regulating device, in a manner where only the device being maintained and repaired is out of service.

(3) Regulating devices shall be arranged so that the failure of any single device does not allow pressure in excess of 200 ~~175~~ psi (13.9 ~~12.1~~ bar) to not more than two hose connections

(4) An equally sized bypass around the pressure regulating device(s), with a normally closed valve, shall be installed.

(5) Pressure-regulating devices and the bypass valve shall be installed not more than 7ft 6in (2.31 m) above the floor.

(6) The pressure-regulating device shall be provided with inlet and outlet pressure gauges.

(7) The fire department connection(s) shall be connected between the system fire pump(s) and the pressure-regulating device(s) and shall be sized and designed to allow the fire department connection to provide full back-up for the system fire pump to all pressure zones ~~to the system side of the outlet isolation valve.~~

(8) The pressure-regulating device shall be provided with a pressure relief valve sized for the full anticipated system flow and capable of maintaining downstream system pressures below the maximum pressure ratings for all system components ~~in accordance with manufacturer recommendations~~.

(9) Remote monitoring and supervision for detecting high pressure failure of the pressure of the pressure-regulating device shall be provided in accordance with *NFPA 72, National Fire Alarm Code*. Such failure shall be detected by providing a flow switch downstream on the pressure relief valve.

(10) A drain sufficient to allow flow of the full anticipated system flow shall be provided adjacent to the pressure-regulating devices. Use of this drain line for discharge from the pressure relief valve shall be permitted.

7.3.2

7.3.2 Class I Systems. Class I systems shall be provided with 2 ½ in. (65 mm) hose connections in the following locations:

(1) At the main floor landing in exit stairways

(2) On each side of the wall adjacent to the exit openings of horizontal exits, unless permitted to be omitted by the Fire Code

(3) In other than covered mall buildings, in each exit passageway at the entrance from the building areas into the passageway

(4) In covered mall buildings, at the entrance to each exit passageway or exit corridor, and at the interior side of public entrances from the exterior to the mall

(5) At the highest landing of stairways with stairway access to a roof, and on roofs with a slope of less than 4 in 12 where stairways do not access the roof

7.3.2.2

7.3.2.2 Class I hose systems shall be designed so that all floor areas of the floor or story are protected by hose valve coverage, with 100 feet of hose and 30 feet of stream from each hose valve connection. The length of hose shall be measured along approved walking paths, and the stream distance shall not be expected to turn corners. Where the most remote portion of a ~~nonsprinklered~~ floor or story is not protected with the hose valves already provided in accordance with 7.3.2 subject to these distance limitations, ~~is located in excess of 150 ft (45.7 m) of travel distance from a required exit containing or adjacent to a hose connection, or the most remote portion of a sprinklered floor or story is located in excess of 200 ft (61 m) of travel distance from a required exit containing or adjacent to a hose connection,~~ additional hose connections shall be provided, in approved locations~~, where required by the local fire department or the authority having jurisdiction~~.

7.3.3.1

7.3.3.1 Class II systems shall be provided with 1 ½ in. (40 mm) hose stations so that all portions of each floor level of the building or area thereof required to be protected are within 130 ft (39.7 m) of a hose connection provided with 1 ½ in. (40 mm) ~~hose or within 120 ft of a hose connection provided with less than 1 ½ in (40 mm) hose~~.

7.4

7.4 Number of Standpipes. Separate standpipes shall be provided in each required exit stairway. Scissor stairs having two separate landings on each level shall be provided with a separate hose connection on each stair landing.

7.8.1

7.8.1 Minimum Design Pressure for Hydraulically Designed Systems. Hydraulically designed standpipe systems shall be designed to provide the waterflow rate required by Section 7.10 at a minimum residual pressure of 125 psi ~~100 psi~~ (8.6 ~~6.9~~ bar) at the outlet of the hydraulically most remote 2 ½ in. (65 mm) hose connection and 65 psi (4.5 bar) at the outlet of the hydraulically most remote 1 ½ in. (40 mm) hose station.

7.8.1.1

7.8.1.1 Manual standpipe systems shall be designed to provide 125 psi (8.6 bar) ~~100 psi (6.9 bar)~~ at the topmost outlet with the calculations terminating at the fire department connection.

7.9.1.3

7.9.1.3 Where pumps are used in structures with an occupied floor located greater than 250 ft in height above the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump.

7.11.1.1

7.11.1.1 The drain riser shall be equipped with tees that are of the same size as the discharge outlets of the pressure-regulating devices to be tested with internal threaded swivel fitting having NHS threads, as specified in NFPA 1963, *Standard for Fire Hose Connections*, with plugs, and shall be located ~~on~~ at ~~least~~ every ~~other~~ floor with a hose valve pressure-regulating device. A drain connection shall be provided adjacent to every hose valve pressure-regulating device, even if the pressure-regulating device is not on a vertical standpipe riser.

7.11.1.3

7.11.1.3 Where drain risers are interconnected and run to a common discharge point, all piping shall be sized for the maximum possible combined flow.

7.12.1.1

7.12.1.1 In buildings with multiple pump zones, each zone shall be provided with an express main and fire department connection from the street to each pump zone. ~~The high zone fire department connection(s) shall not be required to be provided where 7.9.3 applies.~~

7.12.2.1

~~**7.12.2.1** A single connection for each zone shall be permitted where acceptable to the fire department~~

7.12.3

7.12.3 Fire department connection sizes shall be based on the greater of the sprinkler system demand (if a combined system) or the standpipe system demand and shall include one 2 ½ in. (65 mm) inlet per every 250 gpm (946 L/min)

7.12.3.1

~~**7.12.3.1** An approved large-diameter hose connection of a size to accommodate the required flow shall be permitted.~~

8.1.1

8.1.1 Plans accurately showing the details and arrangement of the standpipe system shall be furnished to, reviewed, and stamped accepted by the authority having jurisdiction prior to the installation of the system.

8.1.6

8.1.6 Plans shall include the following items:

1. Provide a detailed narrative describing the scope of work to be conducted associated with the plans.
2. Name of owner and occupant.
3. Location, including street address.
4. Name address, phone number, and contractor's license number of sprinkler contractor.
5. Nevada State Fire Marshal registration number.
6. Signature and NICET number, or engineer's seal, of the designer.
7. General notes as required by the AHJ.
8. Point of compass.
9. The plan must show a top view of all areas on a common architectural scale, i.e. 1/8", 3/16", 1/4", etc. All walls and doors need to be shown, and each room must be labeled according to use. The top view must show supply and drain pipe layout, pipe dimensions, attachments, braces, hangers, standpipe hose outlets, hydraulic nodes, and the coverage area from each hose valve to the remote areas of the floor plan. The coverage area shall be shown on plans and be measured along the path of travel from hose valves, around walls and through doors, to the most remote areas of the floor. The 30 feet distance assigned to the hose stream shall not be allowed to bend or turn.
10. The plan must show section views with a riser diagram to describe the locations of mains, lines, and hose valves within the structure. A minimum of one view is required, although additional views may be necessary to determine compliance with NFPA 14. The section view must be drawn to a common architectural scale, i.e. 1/8", 3/16", 1/4", etc. The riser diagram must indicate all components on the riser, including fire department connections; water supply components, including fire pumps and supply lines; interconnecting horizontal pipe; all standpipes on the system; control valves at the base of all standpipes; hose valves fed by the standpipes; and, where required for testing of pressure regulating valves, the drain lines.
11. The plans shall include an isometric view showing the entire system in one view.
12. A graphic representation of the scale used on all plans.
13. Ceiling construction.
14. Full height cross section.
15. Location of fire walls.
16. Location of horizontal exits.
17. Location of partitions.
18. Label and name of each area or room.

19. General notes shall be provided, as follows:
    a. Indicate compliance with NFPA 14.
    b. Indicate the type of system per Section 5.2 and the class of the system per Section 5.3.
    c. Indicate the minimum and maximum pressure requirements for the system.
    d. Indicate the minimum flow for the system and for each individual valve.
    e. Provide a description of hose valves used, detailing the manufacturer, model number(s), and outlet size.
    f. Manufacturer, schedule and type of piping.
    g. Manufacturer and type of fittings.
    h. Type of freeze protection (building heated, dry system, anti-freeze system, heat-trace, etc).
    i. Indicate the pressure required for the hydrostatic test, being 200 psi or 50 psi about pump churn pressure, whichever is higher.
    j. Indicate the quantity of hose valves shown on the submittal.
20. Underground pipe size, length, location with respect to the building, weight, material, and point of connection to city main; type of valves, meters, and valve pits; and depth at which the top of the pipe is laid below grade. Show the locations of fire hydrants used for water supply to the fire department connection(s), indicate the test and flow test results and label the test and flow hydrants.
21. Provide information regarding the fire pump, as applicable.
22. Other sources of water supply, including water storage tanks and fire department connections, shall be shown on plans.
23. Size, location, and piping arrangement of fire department connections, with details of the connection.
24. Fire Department Connection Signage: A sign shall be provided adjacent to each FDC indicating what systems are being served, what areas of the building are served, and the minimum required pressure and flow at the Fire Department Connection for correct system operation. Provide a detail of this sign on the plan.
25. Detail of Class I, Class II, or Class III hose valves located in cabinets. The cabinet size, and the placement of items within the cabinet, shall be such to provide a minimum clearance of 6 inches perpendicularly from the face of the valve, a minimum of 1 inch around the circumference of the valve, and a minimum of 6 inches around the circumference of the hose outlet cap.
26. Type of pipe and fittings.
27. Pipe type and schedule of wall thickness.
28. Nominal pipe size with lengths shown to scale.
29. Type of fittings and joints and the location of all welds and bends.
30. Type and locations of hangers, sleeves, braces, and methods of securing sprinklers, where applicable.
31. Show hanger locations, and provide details of hanger installations.
32. Seismic bracing information shall be provided, including locations, details, and calculations.
33. Provide details for penetrations of standpipe piping through walls, floors, and other structural members. Show detail to note clearances around the piping and/or locations of flexible connections.
34. Provide details for all penetrations in rated walls and floors, providing information regarding the method of maintaining fire rating of the wall or floor.
35. All control valves, check valves, drain pipes, and test connections.
36. Make, type, model, and size of alarm or dry pipe valve.
37. Piping provisions for flushing and for testing.
38. Where the equipment is to be installed as an addition to an existing system, enough of the existing system indicated on the plans to make all conditions clear.
39. A detail of the hydraulic data nameplate.
40. Hydraulic reference points shown on the plan, including the top view, section view, and isometric view, that correspond with comparable reference points on the hydraulic calculation sheets.
41. The total quantity of water and the pressure required noted at a common reference point for each system.
42. Edition year of NFPA 14 to which the standpipe system is designed.
43. Pressure Reducing Valves: For all pressure reducing valves, including direct-acting and pilot-operated valves, which are shown on the plans, indicate the make, model, and setting of the pressure-reducing valve, and provide a detail for each unique installation configuration.

44. Where direct-acting pressure regulating hose valves are provided anywhere in the building, provide a chart on the plans. The chart shall have eight columns, as follows:
    a. Floor Level – Provide numerical designation for all floor levels in the building.
    b. Static Pressure, Inlet – Indicate the static pressure at the inlet of the hose valve on all floor levels. Provide a supporting hydraulic. calculation at zero flow with churn pressure, providing a node at the hose valve on each floor level to indicate the static pressure at each hose valve.
    c. Residual Pressure, Full Flow, Inlet – Indicate the residual pressure at the inlet of hose valves on each floor. Provide a supporting hydraulic calculation at full standpipe design flow per NFPA 14 (750 or 1,000 gpm), providing a node on each floor level to indicate the residual pressure at each hose valve.
    d. Residual Pressure, 250-gpm flow, inlet - Indicate the residual pressure at the inlet of hose valves on each floor while flowing 250 gpm. Provide a supporting hydraulic calculation at 250 gpm flow at the most remote standpipe outlet, providing a node on each floor level of the most remote standpipe to indicate the residual pressure at each hose valve.
    e. Valve Make and Model – Indicate the manufacturer of the valve on all floors, and the model number for the specific valve. Provide supporting manufacturer specifications.
    f. Valve Setting – Indicate the hose valve setting or bonnet number proposed for each valve. The setting or bonnet number must be associated with the manufacturer specifications for the valve.
    g. Residual Pressure, Full Flow, Outlet – Indicate the residual outlet pressure at the outlet of the hose valve under the full-flow condition. For PRV installations, the residual pressure is taken from pressure relation charts provided by the manufacturer. For non-PRV installation, the residual pressure is taken by analysis of the equivalent lengths of the fittings and the hose valve.
    h. Residual Pressure, 250-gpm flow, Outlet - Indicate the residual outlet pressure at the outlet of the hose valve when flowing 250 gpm. This is necessary to establish the residual pressure expected during field inspection. For PRV installations, the residual pressure is taken from pressure relation charts provided by the manufacturer.

11.5.6.2

11.5.6.2 The system shall deliver a minimum of 250 gpm (946 L/min) at the hose connection within 3 minutes of opening the hose valve. ~~if the system capacity exceeds 750 gal (2480 L)~~

12.7.2

12.7.2 Where temporary standpipes normally contain water, the piping shall be protected against freezing, unless otherwise approved by the authority having jurisdiction.

NFPA 20

3.3.24

3.3.24 High-Rise Building. A building where the floor of an occupiable story is greater than 55 ft (16.8 m) ~~75 ft (23 m)~~ above the lowest level of fire department vehicle access.

4.1.3

4.1.3 Where a pump is used to provide booster pressure supply to multiple structures, a redundant fire pump shall be provided for each required fire pump.

4.10.1.1

4.10.1.1 A liquid-filled pressure gauge having a dial not less than 3.5 in. (89 mm) in diameter shall be connected near the discharge casting with a 0.25 in. (6.25-mm) gauge valve.

4.10.2.1

4.10.2.1 Unless the requirements of 4.10.2.4 are met, a liquid-filled compound pressure and vacuum gauge having a dial not less than 3.5 in. (89 mm) in diameter shall be connected to the suction pipe near the pump with a 0.25 in. (6.25-mm) gauge valve.

4.12.1.1.1

4.12.1.1.1* Fire pump units ~~serving high-rise buildings~~ shall be protected from surrounding occupancies by a minimum of 2-hour fire-rated construction or physically separated from the protected building by a minimum of 50 ft (15.3m).

4.12.1.1.2

4.12.1.1.2 ~~Indoor fire pumps in non-high-rise buildings shall be physically separated or protected by fire-rated construction in accordance with Table 5.12.1.1.2.~~ Standalone dedicated fire pump houses shall have a fire-resistance rating of not less than 2 hours unless the fire pump house is located a minimum of 50 feet away from the building served by the fire pump.

Table 4.12.1.1.2

~~*Table 4.12.1.1.2 Equipment Protection*~~

~~*Pump Room/*~~	~~*Building(s) Exposing Pump*~~	~~*Required*~~

~~House~~	~~Room/House~~	~~Separation~~
~~Not sprinklered~~	~~Not sprinklered~~	~~2 hour fire-rated~~
~~Not sprinklered~~	~~Fully sprinklered~~	~~or~~
~~Fully sprinklered~~	~~Not sprinklered~~	~~50 ft (15.3 m)~~
~~Fully sprinklered~~	~~Fully sprinklered~~	~~1 hour fire-rated~~
		~~or 50 ft (15.3 m)~~

4.12.1.3

4.12.1.3 Fire Pump Buildings or Rooms ~~with Diesel Engines~~. Fire pump buildings or rooms ~~enclosing diesel engine pump drivers and day tanks~~ shall be protected with an automatic sprinkler system installed in accordance with NFPA 13, *Standard for the Installation of Sprinkler Systems*.

4.12.2.1.1

4.12.2.1.1. Fire pump rooms not directly accessible from the outside shall be accessible through an enclosed passageway from an enclosed stairway or exterior exit. The enclosed passageway and/or stairway shall have a minimum 2-hour fire-resistance rating. The travel distance through the enclosed passageway shall not exceed 50 feet.

4.12.3.1

4.12.3.1 An approved or listed permanently installed (hard-wired for electrically powered devices) source of heat shall be provided for maintaining the temperature of a pump room or pump house~~, where required,~~ above 40° F (5° C).

4.12.4

4.12.4 Normal Lighting. Artificial permanently installed lighting shall be provided in a pump room or house.

4.14.4.1

4.14.4.1 ~~Where the suction supply is of sufficient pressure to be of material value without the pump~~, ~~the~~ All pumps supplied by municipal water supply shall be installed with a bypass. *(See Figure A.4.14.4.)*

5.1.1.3

5.1.1.3 Where pumps are used in structures with walking levels greater than 250 ft in height about the lowest level of fire department access, a redundant fire pump shall be provided for each required fire pump.

9.3.1

9.3.1 ~~Except for an arrangement described in 9.3.3,~~ At least one alternate source of power shall be provided when the requirement of 9.3.3 is not satisfied. ~~height of the structure is beyond the pumping capacity of the fire department apparatus~~.

9.3.4

9.3.4 When provided, the alternate source of power shall be supplied from one of the following sources:

(1) A generator installed in accordance with Section 9.6.

(2) One of the sources identified in 9.2.2(1), 9.2.2(2), 9.2.2(3), or 9.2.2(5) where the power is provided distinctly independent of the normal source of power. Any connections to the public utility shall be considered a single source of power and subsequently cannot be utilized as both normal power and the alternate (backup) power.

10.2.1

10.2.1 Controllers shall be located as close as is practical to the motors they control and shall be within sight of the motors. Additionally, the controllers shall be readily accessible by locating controllers near the entrance to the room, and shall comply with clearance requirements from the National Electrical Code.

10.4.7.1.1

10.4.7.1.1 Where the fire pump serves a building equipped with a Fire Command Center, the signal(s) required remote from the controller shall be indicated both on a dedicated panel provided by the fire pump manufacturer and on the fire alarm control panel.

12.2.1

12.2.1 Controllers shall be located as close as is practical to the motors they control and shall be within sight of the motors. Additionally the controllers shall be readily accessible by locating controllers near the entrance to the room and shall comply with clearance requirements from the National Electrical Code.

12.4.2.1.1

12.4.2.1.1 Where the fire pump serves a building equipped with a Fire Command Center, the signal(s) required remote from the controller shall be indicated both on a dedicated panel provided by the fire pump manufacturer and on the fire alarm control panel.

NFPA 22

5.1.1.1

5.1.1.1 Steel tanks shall be designed in accordance with AWWA D100, *Welded Steel Tank for Water Storage*, 1996, or AWWA D103, *Factory-Coated Bolted Steel Tanks for Water Storage*, 1997.

14.4.1

14.4.1 A permanent ~~pipe connected~~ connection to ~~a~~ an approved water supply shall be provided to fill the tank. Where the tank serves as a break tank between the city supply and fire pump(s), the fill shall be through automatic fill valves that are tied to water level sensors, and a bypass line of equal size with a normally closed control valve shall be provided.

14.4.2

14.4.2 The means to fill the tank shall be sized to fill the tank in a maximum time of 8 hours. Where the tank serves as a break tank between the city supply and building fire pump(s), the means to fill the tank shall be automatic and shall provide supply flow equal to 150% of the fire pump rated flow.

14.5.5

14.5.5 Discharge The overflow pipe shall discharge water to a drain with flow capacity equal to or greater than the fill line supply flow, or to an approved exterior location subject to approval by the authority having jurisdiction.

14.8.1

14.8.1 Provisions shall be made for the installation of sensors in accordance with *NFPA 72* for two critical water temperatures and two critical water levels.

14.8.1.1 Where the water storage tank acts as a break tank between the city supply and fire pump(s), water level sensors shall be provided. A minimum of three sensor levels shall be provided. Two sensor levels shall activate the turn-on/turn-off of the fill valve. The third sensor level shall indicate a low level alarm. The sensor that opens the fill control valve shall be set 5 inches (127 mm) below normal (full) level, or at 90% of the normal (full) volume, whichever leaves the greater volume in the tank. The sensor that closes the fill control valve shall be set at normal (full) level. The sensor that signals a low alarm shall be set 12 inches (300 mm) below normal (full) level, or at 70% of the normal (full) volume, whichever leaves the greater volume in the tank. The low level alarm shall be transmitted to a constantly attended location to initiate response to the fill control bypass valve

NFPA 24

6.5.2

6.5.2 A sectional valve shall be provided at the following locations:

(1) On each bank where a main crosses water

(2) Outside the building foundation(s) where a main or a section of a main runs under a building

(3) On the underground line where there are two sources of water, after every 2 fire hydrants or building fire sprinkler connections

NFPA 72

3.3.7.2

3.3.7.2 False Alarm. Activation or reporting of an alarm for which no such alarm condition, fire or emergency actually exists. Additionally, False Alarm is the willful and knowing initiating or transmission of a signal, message or other notification of an event of fire when no such danger exists.

3.3.95.4.2

3.3.95.4.2 ***Dedicated Function Fire Alarm System.*** A protected premises fire alarm system installed specifically to perform fire safety function(s) where a building fire alarm system is not required. Such systems include, but are not limited to sprinkler monitoring systems and elevator recall systems. (SIG-PRO)

10.5.5.1

10.5.5.1 Dedicated Branch Circuit. A dedicated branch circuit ~~of one of the following:~~ shall supply primary power from a commercial light and power source.

~~(1) Commercial light and power.~~

Exceptions:

(1) When approved by the AHJ, an engine-driven generator or equivalent in accordance with 10.5.10.2, where a person specifically trained in its operation is on duty at all times may be used for a specified period of time.

(2) When approved by the AHJ, an engine-driven generator or equivalent arranged for cogeneration with commercial light and power in accordance with 10.5.10.2, where a person specifically trained in its operation is on duty at all times may be used.

10.15

10.15* Protection of Fire Alarm System. In areas that are not continuously occupied, automatic smoke detection shall be provided at the location of each fire alarm control unit(s), notification appliance circuit power extenders, and supervising station transmitting equipment to provide notification of fire at that location.

Exception No. 1: Where ambient conditions prohibit installation of automatic smoke detection, automatic heat detection shall be permitted.

Exception No. 2: Dedicated function fire alarm systems shall not have smoke detectors installed above the dedicated function fire alarm control unit.

10.16.1

10.16.1 Alarm Annunciation. The location of an operated initiating device shall be displayed by an alphanumeric display at the fire alarm control unit. Unless otherwise approved, the alphanumeric display shall show the device type, floor level (if applicable), device address (if applicable), and a descriptive location for the operated device(s).

The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances. Alarm annunciators shall comply with all of the following:

1. If a building has a main entrance/foyer, a remote annunciator shall be provided inside the building at the main entrance/foyer.
   Exception: When the fire alarm control unit is located inside the building at the main entrance/foyer, a remote annunciator is not required at the main entrance/foyer.
2. If a building has a fire riser room with an exterior door, a remote annunciator shall be provided within the fire riser room.
   Exception: When the fire alarm control unit is located within the fire riser room, a remote annunciator is not required within the fire riser room.
3. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator.
4. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s).
5. The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

~~10.16.1.1 Where required by other governing laws, codes or standards, the location of and operated initiating device shall be annunciated by visible means.~~

~~10.16.1.1.1 Visible annunciation of the location of an operated initiating device shall be by an indicator lamp, alphanumeric display, printout or other approved means.~~

~~10.16.1.1.2 The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.~~

12.2.4

12.2.4* The installation of all pathway wiring, cable and equipment shall be in accordance with *NFPA 70, National Electric Code* and the applicable requirements of 12.2.4.1 through 12.2.4.5. In all occupancies, other than residential two stories or less, all wiring, including optical fiber cables, shall be in enclosed metallic conduit or shall be MI, MC, or AC cable. (SIG-FUN)

17.5.3.1

17.5.3.1 Total (Complete) Coverage. Where required by laws, codes, or standards, and unless otherwise modified by 17.5.3.1.1 through 17.5.3.1.5, total coverage shall include all rooms, halls, storage areas and basements. Attics, lofts, spaces above suspended ceilings, and other subdivisions and accessible spaces; and the inside of all closets, elevator shafts, enclosed stairways, dumbwaiter shafts, and chutes shall also have detectors if required by the authority having jurisdiction or to satisfy performance design criteria. Inaccessible areas may not be required to be protected by detectors.

17.5.3.1.6

17.5.3.1.6 When area detectors are installed instead of duct smoke detectors to comply with the Uniform Mechanical Code total coverage is defined as the area served by the air-moving equipment.

17.6.3.5.2

~~**17.6.3.5.2*** The minimum spacing of heat detectors shall not be required to be less than 0.4 times the height of the ceiling.~~

17.7.3.1.3

17.7.3.1.3 If the intent is to protect against a specific hazard, and the detectors are not otherwise required by this code or other applicable codes, the detector(s) shall be permitted to be installed closer to the hazard in a position where the detector can intercept the smoke.

17.12.2

17.12.2 Activation of the initiating device shall occur within ~~90~~ 60 seconds of waterflow at the alarm-initiating device when flow occurs that is equal or greater than that from a single sprinkler of the smallest orifice size installed in the system.

18.3.2.4

18.3.2.4 Voltage drop calculations shall be performed using one of the following methods:

(1) The lump sum calculation method, which shall be calculated as follows:
   (a) Calculate the voltage drop using one of these formulas:
      i. $V_D = I * ((R * 2 * L)/1{,}000)$ **OR**
      ii. $V_D = (2 * K * I * L)/CM$.
   (b) Subtract this calculated voltage drop from 20.4 volts (V_S) in order to get the voltage value at the end of the circuit ($V_S - V_D = V_{EOL}$). The value for V_{EOL} shall be a minimum of 16 volts (the minimum operating voltage required for a listed 24 vdc notification device).

(2) The point-to point method, which requires a math-intensive approach where the voltage drop between each notification appliance is reiterated. This method is best done by utilizing a spreadsheet program. The calculated voltage at the last device on the circuit shall be a minimum of 16 volts (the minimum operating voltage required for a listed 24 vdc notification device).

Where:

V_D = Voltage Drop

V_S = Starting voltage (20.4vdc, or the end of useful battery life)

V_{EOL} = Voltage at the end-of-line resistor

I =Total load of the circuit in amperes utilizing current draws for each notification appliance @ 16vdc (the UL maximum draws at the minimum listed voltage).

R = Resistance in ohms per 1,000 feet, with respect to conductor

K = 10.64 ohms (the constant representing the mil-foot resistance of copper wire)

L = length of circuit in feet (distance from panel to end-of-line resistor for class B circuits)

CM = circular mill of wire, with respect to conductor.

V_{SOURCE} = voltage calculated at the previous device

Wire	R	CM
No 18	7.95	1,620
No 16	4.99	2,580
No 14	3.14	4,110
No 12	1.98	6,530

18.4.1.4

18.4.1.4 Audible notification appliances for alert and evacuation signal tones shall meet the requirements of 18.4.1.5. ~~18.4.3 (Public Mode Audible Requirements), 18.4.4 (Private Mode Audible Requirements), 18.4.5 (Sleeping Area Requirements), or 18.4.6 (Narrow Band Tone Signaling for Exceeding Masked Thresholds), as applicable.~~

18.4.1.5

18.4.1.5 Voice messages shall ~~not~~ be required to meet the audibility requirements of 18.4.1.7 ~~18.4.3 (Public Mode Audible Requirements), 18.4.4 (Private Mode Audible Requirements), 18.4.5 (Sleeping Area Requirements), or 18.4.6 (Narrow Band Tone Signaling for Exceeding Masked Thresholds), but~~ and shall meet the intelligibility requirements of 18.4.10. ~~where voice intelligibility is required.~~

18.4.1.7

18.4.1.7* The minimum sound level for alarm signals shall be 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, in all occupied areas for all occupancies. One of the two methods below shall be utilized to ensure that a minimum of 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, will be achieved:

(1) Audible notification devices shall be installed in each occupied area, including but not limited to spaces such as bathrooms, walk-in closets, storage rooms, and walk-in coolers/freezers.

(2) In lieu of providing audible notification devices within certain spaces, calculations may be performed in order to prove that the alarm signals from the proposed adjacent audible devices will achieve a minimum of 80 decibels, or a minimum of 15 decibels above ambient, whichever is greater, inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed.

A.18.4.1.7

A.18.4.1.7 In terms of this context, occupied areas are spaces capable of having occupancy and of such size to reasonably allow a person inside the space.

18.4.1.8

18.4.1.8 One- and Two-Family Dwellings are not required to meet the requirements of Section 18.4.1.7.

18.4.1.9

18.4.1.9 Critical care areas of health care facilities shall be allowed to have visible notification appliances in lieu of audible notification appliances when approved by the authority having jurisdiction.

18.4.1.10

18.4.1.10 Where occupants are incapable of evacuating themselves because of age, physical or mental disabilities, or physical restraint, the private mode as described in NFPA 72, National Fire Alarm Code, shall be permitted to be used when allowed by the AHJ. Only the attendants and other personnel required to evacuate occupants from a zone, area, floor, or building shall be required to be notified when allowed by the AHJ. The notification shall include means to readily identify the zone, area, floor, or building in need of evacuation.

18.5.4.3.2

18.5.4.3.2 Visible notification appliances shall be installed in accordance with Table 18.5.4.3.1(a) or Table 18.5.4.3.1(b) using one of the following:

(1) A single visible notification appliance
(2) Two visible notification appliances located on opposite walls
(3)*Two groups of visible notification appliances, where visual appliances of each group are synchronized, in the same room or adjacent space within the field of view. This shall include synchronization of strobes operated by separate systems
(4) More than two visible notification appliances or groups of synchronized appliances in the same room or adjacent space within the field of view that flash in synchronization

> *Exception: Where a portion of a room or space is remodeled and new or existing strobes are within the area of the remodel, such strobes are required to synchronize with each other, but are not required to synchronize with existing strobes in the field of view if the existing strobes are outside of the remodel area and were installed prior to the adoption of the 1996, or later, edition of NFPA 72.*

18.5.4.5.2

18.5.4.5.2 Documentation provided to the authority having jurisdiction shall be stamped by a licensed engineer and shall include the following:

(1) Inverse Square Law calculations using each of the vertical and horizontal polar distribution angles in ANSI/UL 1971, *Standard for Safety Signaling Devices for Hearing Impaired,* or equivalent.
(2) The calculations shall account for the effects of polar distribution using one of the following:
    a. The percentages from the applicable table(s) in ANSI/UL 1971, *Standard for Safety Signaling Devices for Hearing Impaired,* or equivalent.
    b. The actual results of laboratory tests of the specific appliance to be used as recorded by the listing organization.

18.5.6

18.5.6 In rooms and areas used for exhibition purposes, or in rooms and areas where racks or shelving that exceed 5' in height are expected to be installed, or in rooms and areas where wall-mounted devices may become obstructed, ceiling-mounted visual appliances shall be provided.

21.3.5

21.3.5* A lobby smoke detector shall be located on the ceiling within 21 ft (6.4 m) of the centerline of each elevator door within the elevator bank under control of the detector.

~~*Exception: For lobby ceiling configurations exceeding 15 feet (4.6 m) in height or that are other than flat and smooth, detector locations shall be determined in accordance with Chapter 17.*~~

21.7.2

21.7.2* If connected to the fire alarm system serving the protected premises, all detection devices used to cause the operation of HVAC systems smoke dampers, fire dampers, fan control, smoke doors, and fire doors shall be monitored for integrity in accordance with Section 10.17. Duct detectors connected to fire alarm systems shall be 24 vdc system-type detectors that are powered by the fire alarm system.

Exception: When duct detectors are installed in locations such as rooftops or other similar areas where extreme temperatures are to be expected, 120 vac duct detectors that are listed for the expected temperatures may be allowed to be installed when approved by the code official, as long as the duct detectors are capable of generating a trouble signal to the FACU if the power is lost, and is capable of generating a supervisory signal to the FACU when the duct detector is activated.

21.7.4

21.7.4 Smoke detectors mounted in the air ducts of HVAC systems shall initiate ~~either an alarm signal at the protected premises or~~ a supervisory signal at a constantly attended location or supervising station.

23.2.2.4

23.2.2.4 A permit is required prior to making any changes, except for room label changes.

23.7.4

23.7.4 Emergency Voice/Alarm Communication Notification Appliance Circuits. Emergency voice/alarm communication notification appliance circuits shall be capable of full-load operation with a wiring power loss not to exceed 12.5% (0.5dB) as determined in accordance with Sections 23.7.4.1, 23.7.4.2 or 23.7.4.3.

23.7.4.1 Power Loss Calculations. A calculation for each circuit shall be provided to the authority having jurisdiction demonstrating simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB). Power loss calculations similar to the following shall be used:

PLoss = 10 * Log [1 - ((2 * RL) / (2 * RL + (VLine squared / PRated))]

RL = (RRef / 1000) * D

With variables defined as follows:

D = length of wire used (in feet)
PLoss = power loss (in dB)
PRated = power driven on line from the amplifier (in watts)
RL = wire gauge resistance (in ohms)
RRef = wire resistance based on gauge of wire used (in ohms/ft.)
VLine = voltage on line (typically 25 volts or 70 volts)

Alternatively the distance may be calculated using a calculation similar to:

D = (61 / RRef) * (VLine squared / PRated)

23.7.4.2 Power Loss Tables. To ensure circuits are capable of simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB), wiring shall be limited to the distance allowed in Tables 23.7.4.2.a and 23.7.4.2.b.

Table 23.7.4.2.a, 25 V Circuit
Loudspeaker Distribution Cable Length (in feet) and Gauge for 0.5-dB Loss

Wire Gauge (AWG)	18	16	14	12	10
Cable Ohms*	7.77	4.89	3.07	1.93	1.21
Amplifier Power					
200	25	39	62	99	158
150	33	52	83	132	210
100	49	78	124	198	315
75	65	104	166	263	420
60	82	130	207	329	525

50	98	156	248	395	630
40	123	195	311	494	788
30	164	260	414	659	1050
25	196	312	497	790	1261

Table 23.7.4.2.b, 70 V Circuit
Loudspeaker Distribution Cable Length (in feet) and Gauge for 0.5-dB Loss

Wire Gauge (AWG)	18	16	14	12	10
Cable Ohms*	7.77	4.89	3.07	1.93	1.21
Amplifier Power					
200	196	312	497	790	1260
150	262	416	662	1053	1680
100	392	624	993	1580	2520
75	523	832	1324	2107	3360
60	654	1039	1656	2633	4200
50	785	1247	1987	3160	5041
40	981	1559	2483	3950	6301
30	1308	2079	3311	5267	8401
25	1570	2495	3973	6320	10081

*Cable Ohms is expressed in ohms per 1000 feet (2008 NEC Ch.9 Table 8, uncoated, single strand copper)
The length represented accounts for both wires in the circuit.

23.7.4.3 Manufacturers Power Loss Calculator. When allowed by the authority having jurisdiction manufacturers calculations showing circuits are capable of simultaneous full-load operation with a wiring power loss not to exceed 12.5% (0.5dB) are acceptable.

23.8.4.8

23.8.4.8* Fire Extinguisher Electronic Monitoring Devices and Systems. ~~Signals from a fire extinguisher electronic monitoring device or fire extinguisher monitoring system transmitted to a fire alarm system shall be permitted to be supervisory signals.~~ When in an off-normal condition, a fire extinguisher electronic monitoring control unit shall send one, and only one, supervisory alarm signal to a building's fire alarm control unit.

23.8.5.1.2

23.8.5.1.2* Where connected to a supervising station, fire alarm systems employing automatic fire detectors or waterflow detection devices shall include a manual fire alarm box to initiate a signal to the supervising station. The fire alarm box shall be located adjacent to the fire alarm control unit.

Exception: Fire alarm systems dedicated to elevator recall control and supervisory service as permitted in Section 21.3 or fire sprinkler monitoring systems.

23.8.5.9.1

23.8.5.9.1 Where fire pumps are required to be monitored and a building fire alarm system is installed, a pump running signal shall be ~~permitted to be~~ a supervisory ~~or alarm~~ signal.

23.8.5.9.3

23.8.5.9.3 Where fire pumps are required to be monitored and a building fire alarm system is installed, the fire alarm system shall monitor all fire pump signals required at a constantly attended location in accordance with NFPA 20.

23.8.5.9.4

23.8.5.9.4 Where fire pumps are required to be monitored and a sprinkler monitoring system is installed, then the sprinkler monitoring system shall monitor all fire pump signals required at a constantly attended location in accordance with NFPA 20.

23.8.6.2

23.8.6.2* Notification Appliances in Exit Stair Enclosures, Exit Passageways, and Elevator Cars. In buildings required to be provided with emergency voice/alarm communications systems ~~N~~notification appliances shall ~~not~~ be required in exit stair enclosures, exit passageways, and elevator cars in accordance with 23.8.6.2.1 through 23.8.6.2.4.

23.8.6.2.3

23.8.6.2.3 The evacuation signal shall not be required to automatically operate in exit stair enclosures and exit passageways. Manually activated speakers shall be provided in exit stair enclosures and exit passageways in buildings required to have Emergency Voice/Alarm Communication systems in accordance with Section 24.4.

23.8.6.2.4

23.8.6.2.4 The evacuation signal shall not be required to automatically operate in elevator cars. Manually activated speakers shall be provided in elevator cars in buildings required to have Emergency Voice/Alarm Communication systems in accordance with Section 24.4.

23.8.6.3.2

23.8.6.3.2 The boundaries of notification zones shall be coincident with building outer walls, fire walls, fire barriers, or fire-resistance rated horizontal assemblies. ~~building fire or smoke compartment boundaries, floor separations, or other fire safety subdivisions.~~ Sprinkler systems serving a notification zone shall not cross over into another notification zone. For high-rise buildings, alarms shall activate on the floor of, floor below, and floor above the floor of incidence. For all other buildings, alarms shall activate throughout the notification zone of incidence.

24.4.1.8.3

24.4.1.8.3 ~~Where provided,~~ Sspeakers in each enclosed stairway, each exit passageway, and each group of elevator cabs within a common shaft shall be connected to ~~a~~ separate notification zones for manual paging only.

24.4.1.9.4

24.4.1.9.4 The boundaries of notification zones shall be coincident with building outer walls, fire walls, fire barriers, or fire-resistance rated horizontal assemblies. Sprinkler systems serving a notification zone shall not cross over the notification zone boundary. For high-rise buildings, alarms shall activate on the floor of, floor below, and floor above the floor of incidence. For all other buildings, alarms shall activate throughout the notification zone of incidence.

26.4.5.4

26.4.5.4* Retransmission Means. ~~The means of transmission shall be accepted by the Authority Having Jurisdiction and shall be in accordance with 26.3.6.1.6, 26.5.4.4 or Chapter 27.~~ Two means of retransmission shall be provided. The primary means of retransmission shall be a land-line telephone. The secondary means of retransmission shall be a dedicated cellular telephone.

Exception: Secondary power supply capacity shall be as required in Chapter 10.

26.4.6.1.1

26.4.6.1.1 A written log of all fire alarm signals shall be maintained in the Fire Command Center including:

1. the investigating person's name
2. the device address
3. the type of alarm
4. the date and time of receipt of fire alarm signals
5. the cause and disposition of fire alarm signals

26.6.3.1.4.3

26.6.3.1.4.3 Internet Protocol Technology

When utilizing network interface (Internet Protocol) signal transmission equipment, the supervising station shall regularly communicate (poll) with the transmitter at least once every 75 seconds and be allowed 15 seconds for the acknowledgment of such signals. Retry shall be 3 seconds between each communications attempt. A Secondary transmission means shall be provided per Section 26.6.3.2.1.4. The use of VOIP technology is not permitted.

29.8.2.2

29.8.2.2 The interconnection of smoke or heat alarms shall comply with the following:

(1) Smoke or heat alarms shall not be interconnected in numbers that exceed the manufacturer's published instructions.

(2) In no case shall more than 18 initiating devices be interconnected (of which 12 can be smoke alarms) where the interconnecting means is not supervised.

(3) In no case shall more than 64 initiating devices be interconnected (of which 42 can be smoke alarms) where the interconnecting means is supervised.
(4) Smoke or heat alarms shall not be interconnected with alarms from other manufacturers unless listed as being compatible with the specific model.
(5) When alarms of different types are interconnected, all interconnected alarms shall produce the appropriate audible response for the phenomena being detected or remain silent.
(6) For applications that require supervision, a listed control unit shall be installed.

NFPA 86

6.2.5.1(A) Manual Shutoff Valves.

(A) Individual manual shutoff valves for equipment isolation shall be provided for shutoff of the fuel to each piece of equipment. Valves for fuel supply lines shall be located within 6 feet (1829 mm) of the appliance served.

> **Exception:** When approved and the valve is located in the same general area as the appliance served.

NFPA 160

5.5.1(3)

5.5.1(3) An approved fire watch according to IFC Section 901.7 ~~capable of directing the operation of all fire protection and life safety systems installed in the building is present~~.

7.1.4

7.1.4 The separation distance between the flame effect and the audience shall be such that the incident thermal radiation received does not exceed that calculated by the following equation:

T= [35 / q] ^ 1.33

Where:

T= time in seconds

q = incident thermal flux in kW/ m^2

The value of q can also be taken from Figure A7.1 of NFPA 160.

When applying the preceding equation to an effect with a duration of 4 seconds or less, the time used in calculating the maximum acceptable level if incident thermal flux shall correspond to the root mean squared (RMS) value of the peak incident thermal flux.

The incident radiation should not cause the surface temperature of the exposed skin of a member of the audience to exceed 111° F (44.0) °C. Incident radiation shall be measured with a radiometer. Skin temperature may also be measured with an infrared surface temperature thermometer or other equivalent means.

8.1.3

8.1.3 The operator shall be licensed in accordance with NRS 477 and NAC 477.

NFPA 385

9.2.3

9.2.3 ~~During transfer of Class I liquids,~~ ~~m~~Motors of tank vehicles or motors of auxiliary or portable pumps shall be shut down during the making and breaking of hose connections.

9.2.3.1

9.2.3.1 Where loading or unloading is done without requiring the use of the motor of the tank vehicle, the motor shall be shut down throughout the transfer operations. ~~of Class I liquids.~~

9.3.3

9.3.3 Fire extinguishers shall be kept in good operating condition at all times and shall be located in an accessible place on each tank vehicle. During unloading of the tank vehicle, the portable fire extinguisher shall be out of the carrying device on the vehicle and shall be 15 feet (4572 mm) or more from the unloading valves.

NFPA 407

5.3.4

5.3.4 Emergency fuel shutoff systems shall be operationally checked at intervals not exceeding ~~6~~ 3 months. Each individual device shall be checked at least once during every 12-month period.

5.10.1

5.10.1 Aircraft fuel servicing (also called aircraft fuel-transfer operations) shall be performed outdoors. Aircraft fuel servicing incidental to aircraft fuel system maintenance operations shall comply with the requirements of NFPA 410.

> **Exception:** In aircraft hangers built in accordance with the provisions of the International Building Code for Group F-1 occupancies, aircraft fuel transfer operations are allowed where:
>
> 1. Necessary to accomplish aircraft fuel-system maintenance operations. Such operations shall be performed in accordance with nationally recognized standards; or
> 2. The fuel being used has a flash point greater than 100 degrees F.

5.12.3

5.12.3 Parking brakes shall be set on all fuel servicing vehicles or carts before operators begin the fueling operations. At least two chock blocks not less than 5 inches by 5 inches by 12 inches (127 mm by 127 mm by 305 mm) in size and dished to fit the contour of the tires shall be utilized and positioned in such a manner as to preclude movement of the vehicle in any direction.

5.13.4

5.13.4 Where the open-hose discharge capacity of the fueling system is not more than 200 gallons per minute, a minimum of two listed portable fire extinguishers having a minimum rating of 20-B:C shall be provided. Where the open hose discharge capacity of the aircraft fueling system or equipment is more than 200 gpm ~~(750 L/min)~~ but not more than 350 gallons per minute, at least one listed wheeled extinguisher having a rating of not less than 80-B:C and a minimum capacity of 125 lb ~~(55 kg)~~ of agent shall be provided. Where the open hose discharge capacity of the fueling system is more than 350 gallons per minute, a minimum of two listed wheeled extinguishers having a minimum rating of 80 B:C each and a minimum capacity of 125 lb of agent shall be provided.

NFPA 1126

8.1.6.1

8.1.6 Fire Detection and Life Safety Systems.

8.1.6.1 Indoor pyrotechnic displays shall only be permitted in venues provided with automatic sprinklers throughout.

8.1.6.2

8.1.6.2 Portions of fire detection ~~and life safety~~ systems specific and limited to the pyrotechnic effects shall be permitted to be ~~interrupted,~~ bypassed, only as required to prevent a nuisance alarm during the operation of ~~temporarily installed~~ pyrotechnic effects when the following conditions are met:

(1) Approval of the authority having jurisdiction and as defined on the permit application.
(2) Approval by the owner, venue operator ~~owner's~~ or their agents.
(3) Presence of an approved fire watch capable of directing the operation of all fire detection and life safety systems installed in the building.
(4) Waterflow switches and fire alarm notification systems shall not be permitted to be disabled or bypassed.
(5) System bypass shall only be performed by a licensed fire alarm contractor or an owner's representative as approved by the authority having jurisdiction.

NFPA 2001

5.1.1

5.1.1 Specifications. Specifications for total flooding and local application clean agent fire extinguishing systems shall be prepared under the supervision of a person fully experienced and qualified in the design of such systems and with the advice of the AHJ. Starting on January 1, 2012, plans for clean agent extinguishing system installations shall have a wet signature of a minimum NICET Level II designer for Special Hazards Suppression Systems. The specifications shall include all pertinent items necessary for the proper design of the system, such as the designation of the AHJ, variances from the standard to be permitted by the AHJ, design criteria, system sequence of operations, the type and extend of the approval testing to be performed after the installation of the system, and owner training requirements.

5.1.2.2 (23)

5.1.2.2(23) Complete step-by-step description of the system sequence of operations, including, but not limited to, the operation of all applicable initiating devices, the operation of audible and visual pre-discharge and post-discharge alarms, functioning of abort and maintenance switches, delay timers, and emergency power shutdown.

5.1.2.2 (28)

5.1.2.2(28) Pressure relief vent area, or equivalent leakage area, for the protected enclosure to prevent development, during system discharge, of pressure difference across the enclosure boundaries that exceeds a specified enclosure pressure limit. For clean agent systems that utilize inert gases as the extinguishing agent, an analysis prepared by a licensed engineer that provide vent area calculations shall be submitted and approved.

5.3.6

5.3.6 The protected enclosure shall have the structural strength and integrity necessary to contain the agent discharge. If the developed pressures present a threat to the structural strength of the enclosure, venting shall be provided to prevent excessive pressures. Designers shall consult system manufacturer's recommended procedures relative to enclosure venting. [For pressure relief vent area or equivalent leakage area, see 5.1.2.2(28)]. For clean agent systems that utilize inert gases as the extinguishing agent, a licensed engineer shall provide a report which includes the pressure relief vent area calculations and includes the design of the overall ventilation system serving the enclosure(s) in order to ensure that the ventilation system will prevent over-pressurization and potential structural damage to the enclosure(s).

A SUPPLEMENTAL DOCUMENT AMENDING 1) THE SOUTHERN NEVADA FIRE CODE AMENDMENTS, WHICH AMEND THE INTERNATIONAL FIRE CODE, 2009 EDITION, AND 2) THE INTERNATIONAL FIRE CODE, 2009 EDITION

For local purposes, certain chapters, parts, sections, subsections and other subdivisions of the International Fire Code, 2009 Edition (IFC) have been amended, modified, deleted or added to by the Southern Nevada Fire Code Amendments (the Southern Nevada Amendments). For City purposes:

–Certain provisions of the Southern Nevada Amendments are deleted or amended as provided for in this Supplemental Document; and

–Certain provisions of the IFC are deleted, modified or added to as is provided for in this Supplemental Document.

Except as otherwise indicated, City amendments to the Southern Nevada Amendments or the IFC are shown below by the use of strikethrough for matter deleted and underlining for matter being added. Matter that was underlined or shown with strikethrough in the Southern Nevada Amendments for purposes of showing Southern Nevada amendments to the IFC is not so shown in this Supplemental Document, in order to show how City amendments differ from the Southern Nevada Amendments.

If a conflict exists between any provisions of this Supplemental Document and any provisions of the Southern Nevada Amendments or the IFC, the provisions of this Supplemental Document shall prevail.

The following provisions of the Southern Nevada Amendments are deleted in their entirety:

–Section 105.6.49 (Fire Pumps)
–Section 105.6.50 (Fire Suppression and Extinguishing Systems)
–Section 105.6.56 (Proprietary /self-monitoring)
–Section 105.7.17 (Fire apparatus access road plan)
–Section 105.7.19 (Proprietary (self) monitoring facilities)
–Section 105.7.21 (Refrigeration systems)
–Section 105.7.24 (Water tanks)
–Section 108 (Board of Appeals) (NOTE: The effect of this deletion is to restore the applicability of Section 108 of the IFC)
–Section 903.3.8 (Antifreeze systems and systems with chemical additives)
–Section 3006.5 (Medical gas system plan submittal)
–Section 3006.6 (Medical gas systems, testing)
–Section E102.2.2.4 (Radioactive materials)
–Appendix H and Appendix K, as shown in the entry for Section 101.2.1 below
–NFPA 13, Section 8.15.19.1.4 (relating to flexible sprinkler hose drops)

Section 101.2.1 of the IFC is amended to read as follows:

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically

adopted.

The following appendices are hereby adopted and are a part of this code:

Appendix A – Board of Appeals
Appendix B – Fire-flow requirements for buildings, as amended
Appendix C – Fire hydrant locations and distribution, as amended
Appendix F – Hazard Ranking
~~Appendix H – Hazardous materials management plan (HMMP) and hazardous materials inventory statement (HMIS) instructions~~
Appendix J – Emergency responder radio coverage system, as amended
~~Appendix K – Proprietary(self) monitoring, as amended~~
Appendices L and M, as added by this Supplemental Document

Section 105.6.62 is added to the IFC as follows:

105.6.62 Battery Systems. An operational permit is required for stationary lead-acid battery systems having a liquid capacity of more than 100 gallons in sprinklered buildings, or 50 gallons in non-sprinklered buildings. See Section 608.

Section 105.6.63 is added to the IFC as follows:

105.6.63 Commercial Barbecue. An operational permit is required for a commercial barbecue in a fixed outdoor location, as referred to in Section 307.4.4 of the Southern Nevada Amendments.

Section 105.7.3 of the Southern Nevada Amendments is amended to read as follows:

105.7.3 Compressed gases. When the compressed gases in use or storage exceed the amounts listed in Table 105.6.8, a construction permit is required to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify a *compressed gas system.*

Exceptions:
1. Routine maintenance.
2. For emergency repair work performed on an emergency basis, application for permit shall be made within two working days of commencement of work.

~~A construction permit is required to install, extend, alter, or modify a medical gas system. Exception: Level 3 compressed air and/or piped vacuum systems as defined by NFPA 99, Standard for Health Care Facilities.~~

Section 105.7.10 of the IFC is amended to read as follows:

105.7.10 LP-Gas. A construction permit is required for the installation of or modification to an LP-Gas system.

Exception: Installations with an aggregate water capacity of less than 288 gallons (1090L) serving one- and two-family dwellings.

Section 308.1.4 of the Southern Nevada Amendments is amended to read as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices, including electric barbecues that produce open flames, shall not be located above the first story, or operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family *dwellings*.

Section 401.3.2 of the Southern Nevada Amendments is amended to read as follows:

401.3.2 Alarm activations. Upon activation of a water flow signal, employees or staff shall immediately notify the fire department.

~~**Exception:** For approved proprietary supervising station systems (self-monitoring systems), the fire department shall be notified as required by the *fire code official*.~~

Section 503.1.1 of the Southern Nevada Amendments is amended to read as follows:

503.1.1 Buildings and facilities. Approved fire apparatus roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

~~**Exception:** The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where:~~

~~1. The building, except for a Group H and/or high-pile storage occupancy, is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1, 903.3.1.2, or 903.3.1.3.~~

~~a. Where the building is protected with an approved automatic sprinkler system in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of~~

~~the facility and all portions of the exterior walls of the first story of the building.~~

~~b. Where the building is protected with an approved upgraded automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this section, an upgraded sprinkler system shall be in accordance with the following table:~~

~~**Minimum Code-Required System**~~	~~**Upgraded System for 350 feet from fire apparatus lanes**~~
~~NFPA 13D~~	~~NFPA 13R~~
~~NFPA 13R~~	~~NFPA 13, Light Hazard~~
~~NFPA 13, Light Hazard~~	~~NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers~~
~~NFPA 13, Ordinary Hazard Group 1~~	~~NFPA 13, Ordinary Hazard Group 2~~
~~NFPA 13, Ordinary Hazard Group 2~~	~~NFPA 13, Extra Hazard Group 1~~
~~NFPA 13, Extra Hazard Group 1~~	~~NFPA 13, Extra Hazard Group 2~~
~~NFPA 13, Extra Hazard Group 2~~	~~As approved by the *fire code official*~~

~~2. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided.~~

~~3. There are not more than two Group R-3 or Group U occupancies or single-family dwellings built under the IRC.~~

Exceptions:

1. The *fire code official* is authorized to increase the dimension of 150 feet (45 720 mm) where the circumstances described in both Paragraphs a and b below are met:
   a. Fire apparatus access roads cannot be installed because of location on property, topography, waterways, nonnegotiable grades or other similar conditions, and an approved alternative means of fire protection is provided. Such approved alternatives may include standpipes or secondary water supplies.
   b. The building, except for a Group H and/or high-pile storage occupancy, is equipped throughout with an approved automatic

sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.

i. Where the building is protected with an approved automatic sprinkler system in accordance with minimum requirements, the fire apparatus roads shall extend to within 250 feet (76 420 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For R-3 Occupancies, see Section 903.2.8.2.3.

ii. Where the building is protected with an approved upgraded automatic sprinkler system in accordance with the minimum requirements for the upgraded sprinkler system design, the fire apparatus roads shall extend to within 350 feet (106 680 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building. For the purposes of this subparagraph, an upgraded sprinkler system shall be in accordance with the following table:

Minimum Code-Required System	**Upgraded System for 350 feet from fire apparatus lanes**
NFPA 13D	NFPA 13R (See Section 903.2.8.2.3)
NFPA 13R (Group R-1, R-2 Occupancies)	NFPA 13, Light Hazard
NFPA 13, Light Hazard	NFPA 13, Ordinary Hazard Group 1, with quick-response sprinklers
NFPA 13, Ordinary Hazard Group 1	NFPA 13, Ordinary Hazard Group 2
NFPA 13, Ordinary Hazard Group 2	NFPA 13, Extra Hazard Group 1
NFPA 13, Extra Hazard Group 1	NFPA 13, Extra Hazard Group 2
NFPA 13, Extra Hazard Group 2	As approved by the *fire code official*

2. The 150 foot requirement of this Section does not apply to the following:
   a. Detached gazebos for residential and public uses.
   b. Independent buildings, such as restrooms or snack shops, that are associated with golf courses, parks and similar uses and that do not exceed 400 square feet (37 m^2) in size.
   c. Detached equipment or storage buildings for commercial use that do not exceed 400 square feet (37 m^2) in size.

Section 503.1.2 of the IFC is amended to read as follows:

503.1.2 Additional secondary access. ~~The *fire code official* is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.~~ *Approved* secondary access shall be provided for developments with more than 100 dwelling units, road(s) with dead ends or with a single point of access in excess of 600 ft, and for all commercial and multi-family residential developments.

Section 503.2.1 of the Southern Nevada Amendments is amended to read as follows:

~~**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved access gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).~~

503.2.1 Dimensions for Access Roads Serving R-1 and R-2 Occupancies. Fire apparatus access roads serving R-1 and R-2 occupancies as defined in IBC Section 310 shall have an unobstructed width of not less than 36 ft (10.97 m) flow-line to flow-line except for approved security access gates installed in accordance with Section 503.6 which can be reduced to 20 feet (6096 mm), and shall have an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). Parking will be permitted on both sides of the fire apparatus access road.

Exception: Private drive aisles, driveways, etc. shall be allowed to be reduced to a minimum width of 24 ft (7.32 m) wide when serving no more than 6 residences, and when there will be no on-street parking allowed.

Section 503.2.1.1 is added to the IFC to read as follows:

503.2.1.1 Dimensions for Access Roads Serving Occupancies Other than R-1 and R-2 Occupancies. Fire apparatus access roads in R-3 occupancies as defined in IBC Section 310 may be reduced to 24 ft (7.32m) wide if all buildings fronting the street are provided with an automatic sprinkler system installed in accordance with Section 903.2.8.2.3, and shall have an unobstructed vertical clearance of not less than 13 feet 6 inches (4115mm). Parking will be permitted on both sides of the fire apparatus access road.
For all other occupancy types as defined in Chapter 3 of the IBC, the unobstructed width of fire apparatus access roads shall be as follows:

1. Not less than 40 ft (12.19 m) wide, flow-line to flow-line, where parking is permitted on both sides of fire apparatus access road.
2. Not less than 32 ft (9.75 m) wide, flow-line to flow-line, where parking is permitted only on one side of the fire apparatus access road.
3. Not less than 24 ft (7.32 m) wide, flow-line to flow-line, where no parking is permitted on either side.

4. Not less than 24 ft (7.32 m), for designated fire apparatus access roads through parking lots.

Section 503.2.3 of the Southern Nevada Amendments is amended to read as follows:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus, with a minimum vehicle load of ~~18,000~~ 20,000 pounds per axle, and shall be surfaced and paved so as to provide all-weather driving capabilities.

Exception: Temporary access roads serving only buildings under construction shall not be required to be paved, but shall comply with all other requirements of Section 503.2.3.

Section 503.2.5 of the IFC is amended to read as follows:

503.2.5 Dead Ends. Dead end fire apparatus access roads in excess of 150 feet (45 720mm) in length shall be provided with an *approved* ~~area for turning around fire apparatus.~~ turn around having a minimum diameter of 81 feet (24 690 mm) flow line to flow line.

Section 503.3 of the Southern Nevada Amendments is amended to read as follows:

503.3 Marking. Fire apparatus access roads shall be marked where required to prohibit parking and other obstructions. Marking shall consist of painting the curb, or the side of the street, where no curb is present, with a suitable coat of industrial red enamel along the entire length of road where parking is prohibited. Each section of curb that is painted red shall also be marked by signage stating "NO PARKING FIRE LANE." Signs are to be installed no higher than 10 feet or less than 6 feet from the surface of the roadway. Signs shall be located at each end of painted curb, and additionally in between so that the maximum separation between signs is 100 feet, as measured along the centerline of the fire apparatus access road. (See Type "A" sign in Appendix M.)

In lieu of providing multiple signs, where a minimum of one sign is provided at every entrance stating "ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED" (See Type "B" sign in Appendix M), required fire lanes may be marked by painting the words "NO PARKING FIRE LANE," over the face of the red-painted curbs. The words on the curbs shall be painted in white letters not less than 4 inches in height with a brush stroke of not less than 3/4 inch. The maximum separation between words shall be 50 feet, as measured along the centerline of the fire apparatus access lane. (See Type "C" sign in Appendix M.)

Section 510.3 of the Southern Nevada Amendments is amended to read as follows:

510.3 Emergency responder radio coverage in existing buildings. Existing buildings that

do not have approved radio coverage for emergency responders within the building shall be equipped with such coverage as required by this section and Appendix J. ~~according to one of the following:~~

~~1. Wherever existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with Section 510.1, Exception 1.~~

~~2. Within a time frame established by the adopting authority.~~

~~**Exception:** Where a building is provided with an existing wired communication system that can be expanded to cover areas lacking radio coverage in accordance with Section 510.2.~~

Section 610 is added to the IFC to read as follows:

SECTION 610
AUTOMATIC EXTERNAL DEFIBRILLATORS

610.1 Where required. Automatic External Defibrillators (AED's) shall be provided in the following new and existing locations:

1. Assembly occupancies that can accommodate more than 1,000 occupants.
   Exception: Assembly occupancies used primarily for worship.
2. Government-owned or government employee-occupied buildings that can accommodate more than 100 occupants.
3. All high-rise buildings.

610.2 Distribution of AED's. AED's shall be provided and distributed so that an AED will be within a three minute travel distance to any location on the property (approximately 300 ft).

610.3 Other requirements. AED's shall be conspicuously located where they will be readily accessible and immediately available when needed, both for site employees and the general public.

610.4 Owner/occupant responsibility. It shall be the responsibility of the owner/occupant of the facility to provide and maintain AED's as required by Section 610.1 and to provide training to designated employees on the proper use of the AED's.

Section 903.2 of the Southern Nevada Amendments is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided, in accordance with this Section, throughout all buildings, regardless of occupancy type, including buildings built under the IRC, exceeding 5,000 sq ft (464 m^2) in building area, and ~~additionally~~ in locations described in Section 903.2.1

through 903.2.12. In addition, the requirements of this Section apply to all new buildings and structures that are greater than two stories in height, including any height added by usable floor space.

Exceptions:

1. R-3 Occupancies (See Section 903.2.8)
~~1.~~ 2. Open parking garages for vehicle storage only, with no other occupancy above any part of the open parking garage structure. ~~are not required to be protected with automatic sprinklers.~~
~~2.~~ 3. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada ~~Pubic Service~~ Public Utilities Commission, a State of Nevada charter, or other public franchise. This Exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied space.

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.
2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the code official.

For new construction expanding existing buildings, where an addition to any existing non-sprinklered building or structure expands the total area to greater than 5,000 square feet (464 m^2), the entire building, including the existing portions, shall be provided with fire sprinklers.

Exceptions:

1. Group R-3 occupancies and single-family dwellings built under the IRC with fire flow in accordance with Appendix B.
2. Where the area of the addition does not exceed 25% of the original building area at the time of construction and the area of the addition does not exceed 5,000 square feet (464 m^2).

Section 903.2.8 of the Southern Nevada Amendments is amended to read as follows:

903.2.8 Group R. An *automatic sprinkler system* installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R *fire area*: in accordance with Sections 903.2.8.1 through 903.2.8.2.3.

When required by Nevada Administrative Code Section 449.211, residential facilities for groups shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2 (NFPA 13-R).

Section 903.2.8.1 through 903.2.8.2.3 are added to the IFC to read as follows:

903.2.8.1 Group R-1 and R-2 Occupancies. An automatic sprinkler system shall be provided for all Group R-1 and R-2 occupancies in accordance with Section 903.3.

903.2.8.2 Group R-3 Occupancies Generally. Automatic sprinkler systems shall be provided for Group R-3 occupancies in accordance with Sections 903.2.8.2.1 and 903.2.8.2.2.

903.2.8.2.1 Group R-3 Occupancies–International Building Code. Buildings constructed under the International Building Code shall be protected throughout by an automatic sprinkler system in accordance with NFPA 13, 13R, or 13D, as permitted by the International Building Code. The automatic sprinkler system shall also meet the requirements of Section 903.2.8.2.3.

903.2.8.2.2 Group R-3 Occupancies–International Residential Code. Buildings constructed under the International Residential Code shall be protected throughout by an automatic sprinkler system when required by the International Residential Code or under either of the following circumstances:

1. Where required by Sections 503 or 507 of this code, in which case automatic fire sprinklers shall be installed in accordance with Section 903.2.8.2.3.
2. When the total area of the building exceeds 10,000 ft^2 (929 m^2) or is more than two stories in height, including any height added by usable floor space, in which case an automatic sprinkler system meeting the minimum requirements of NFPA 13D and Section 903.2.8.2.3 shall be installed.

903.2.8.2.3 Mitigation Matrix. When an automatic sprinkler system is being installed, or the type of system is upgraded to mitigate the minimum requirements for fire department access or water supply as required by Sections 503 or 507, the automatic sprinkler system design requirements in Table 903.2.8.2.3 shall apply.

Table 903.2.8.2.3
Mitigation Matrix for Group R-3 Occupancies [4]

Building Area Size Range in Square Feet (sf) [6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
≤ 3,600 sf	Standard NFPA 13D [1]	No	1"	3/4"	No
≥3,600 sf and ≤ 10,000 sf	Enhanced NFPA 13D [1,2]	No	1"	3/4"	No
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sf	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system."
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached buildings with one or more sleeping rooms shall be protected by an Enhanced NFPA 13D system.
[4] Excluding occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire department.
[6] "Building area" is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.

Section 903.2.9 of the Southern Nevada Amendments is amended to read as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds ~~12,000 square feet (1115 m²).~~ 2,500 square feet (279 m²).
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m²).
4. ~~A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m²).~~
5. ~~A Group S-1 fire area used for self-storage where the fire area exceeds 2,500 square feet (279 m²).~~

Section 903.2.13 is added to the IFC to read as follows:

903.2.13 Fire Stations. All new fire stations shall be protected throughout by an *approved automatic sprinkler system.*

Section 907.2.13.1.1.2 is added to the IFC to read as follows:

907.2.13.1.1.2 Sounder Base Smoke Detectors. In a structure classified as a high-rise building with R-1, R-2 or R-3 occupancies, in lieu of installing stand-alone smoke alarms, system-type smoke detectors with sounder bases shall be installed in every guest room, living area and sleeping room within the guest suite or unit.
Activation of said devices shall send a supervisory alarm signal to the building fire alarm control unit. The smoke detector sounder shall sound only within the individual dwelling unit, suite of rooms, or similar area and shall not actuate the building fire alarm occupant notification system, unless otherwise permitted by the *fire code official.*

Section 907.7.5 of the Southern Nevada Amendments is amended to read as follows:

907.7.5 Monitoring. Fire alarm systems required by this chapter or by the IBC shall be monitored by an approved supervising station in accordance with NFPA 72. Home care facilities that are licensed by the State of Nevada are also required to be monitored per this section. ~~Proprietary Supervising Station Systems (also called self-monitoring systems), when allowed by the fire code official, shall be in accordance with the IFC, with NFPA 72, and with the fire code official guidelines.~~

Exception: Monitoring by a supervising station is not permitted unless specifically approved by the *fire code official* for:

1. Single- and multiple station smoke alarms required by Section 907.2.11.
2. Automatic sprinkler systems in one- and two-family dwellings.
3. ~~Manual fire alarm systems, when provided with approved signs in the following locations: directly below the horn and strobe located on the exterior of the building and adjacent to each manual pull station. The signs shall read as follows: WHEN ALARM SOUNDS - CALL 911. The signs below the horns and strobes shall be of durable material with permanent lettering having a 2" minimum height and minimum1/2" stroke on a contrasting background. The sign adjacent to each pull station shall be of durable material with permanent lettering having a 1/4" minimum height on a contrasting background.~~

In occupancies provided with a fire alarm system, the following five distinctly different alarm signals shall be transmitted to an approved supervising station:

1. Water Flow Alarm, if provided with a fire sprinkler system.
2. Fire Alarm.
3. System Trouble.
4. Supervisory, when applicable.
5. Valve Tamper Supervisory, if provided with a fire sprinkler system.

The supervising station shall only retransmit Water Flow Alarm signals to the Fire Department, unless otherwise required by the *fire code official.*

Section 909.20 of the Southern Nevada Amendments is amended to read as follows:

909.20 Maintenance. Smoke control systems shall be maintained in an operable condition at all times to ensure to a reasonable degree that the system is capable of controlling smoke for the duration required.

Inspection and periodic testing of existing smoke control systems shall be performed in accordance with the ~~Southern Nevada Fire Code Committee's Uniform Guideline for smoke control testing & recertification,~~ City of Las Vegas "Smoke Control System Testing & Recertification" policy, the manufacturer's instructions, and Sections 909.20.1 through 909.20.5.

Section 914.7.1 of the IFC is amended to read as follows:

914.7.1 Automatic sprinkler system. Special amusement buildings shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1. Where the special amusement building is temporary, the sprinkler water supply shall be of an *approved* temporary means.

~~**Exception:** Automatic sprinklers are not required where the total floor area of a temporary special amusement building is less than 1,000 square feet (93 m^2) and the travel distance from any point to an *exit* is less than 50 feet (15 240 mm).~~

Section 1412.4.1 of the Southern Nevada Amendments is amended to read as follows:

1412.4.1 Separation up to 20 feet (6.1 m). Where the structure is separated 20 feet (6.1 m) or less from ~~property lines against property lines that has an existing structure or otherwise can be constructed upon,~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, a fire flow of no less than 100% of the required fire flow, including all required hydrant locations, shall be provided.

Section 1412.4.2 of the Southern Nevada Amendments is amended to read as follows:

1412.4.2 Separation greater than 20 feet (6.1 m) up to 60 feet (18.3 m). Where the structure is separated greater than 20 feet (6.1 m) and up to 60 feet (18.3 m) from ~~property lines against property that has an existing structure or otherwise can be constructed upon,~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, a fire flow of no less than 50% of the required fire flow shall be provided~~:~~ , and in no event less than 1,500 gpm. Sufficient hydrants to accommodate the required flow shall be provided, subject to approval by the *fire code official.*

Section 1412.4.3 of the Southern Nevada Amendments is amended to read as follows:

1412.4.3 Separation greater than 60 feet (18.3 m). Where the structure is separated greater than 60 feet (18.3 m) from ~~property lines against property that has an existing structure or otherwise can be constructed upon, fire flow shall be provided in accordance with Section 1412.2.~~ adjacent property lines or assumed lot lines as determined in accordance with Chapter 7 of the IBC, fire flow no less than 1,500 gpm shall be provided. The fire hydrant(s) shall be within 300 feet of the structure protected.

Section 2206.2.3 of the Southern Nevada Amendments is amended so that the material before Paragraphs 1-4, as they appear in the IFC, reads as follows, with Paragraphs 1-4 of the section as they appear in the IFC remaining intact:

2206.2.3 Above-ground tanks located outside, above grade. Above-ground tanks shall not be used for the storage of Class I, II, or IIIA liquid motor fuels except ~~as provided by this section.~~ when the tank is located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority. Fuel tanks shall be installed in accordance Paragraphs 1-4 of this section.

Section 2306 of the IFC is amended by deleting from Table 2306.2 that appears therein (relating to general fire protection and life safety requirements) the entries on the following rows:

–Option 2 for Commodity Class I-IV
–Option 2 for Commodity Class High Hazard

Section 3303.8 of the Southern Nevada Amendments is amended to read as follows:

~~**3303.8 Shot reports.** Shot reports shall be maintained for every blast and for every pyrotechnical event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:~~

~~1. Date and time of the blast or pyrotechnical event.~~
~~2. Company name and contact information.~~
~~3. Location of the blast or pyrotechnical event.~~
~~4. Weather conditions including temperature and wind speed.~~
~~5. Quantity and description of all materials used.~~
~~6. A list of any unspent or misfired products.~~
~~7. A list of all personnel present.~~
~~8. The license type and card number of the blaster or shooter.~~
~~9. The signature of the blaster or shooter in charge.~~
~~10. For blasting operations the report shall include the seismic data.~~

3303.8 Development-related blasting reports. Reports shall be maintained for every development-related blasting event. These reports shall be available to the *fire code official* upon request within 48 hours. The report shall at a minimum contain the following information:

1. Date and time of the blasting.
2. Company name and contact information.
3. Location of the blast.
4. Weather conditions including temperature and wind speed.
5. Quantity and description of all materials used.
6. A list of all personnel present.
7. The license type and card number of the blaster or shooter.
8. The signature of the blaster or shooter in charge.
9. For blasting operations the report shall include the seismic data.

Section 3404.2.9.6.1 of the IFC is amended to read as follows:

3404.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I, II and III liquids in above-ground tanks outside of buildings is prohibited. ~~within the limits established by law as the limits of districts in which such storage is prohibited (see Section 3 of the Sample Ordinance for Adoption of the *International Fire Code* on page v).~~

Exceptions:

1. Fuel tanks for emergency generators and fire pumps installed in accordance with Section 3404.5.
2. Fuel tanks located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. The applicant is responsible for obtaining any use permits as required by the planning or zoning authority.

Section 3406.2.4.4 of the Southern Nevada Amendments is amended to read as follows:

3406.2.4.4 Locations where above-ground tanks are prohibited. ~~The storage of class I, II, and class III liquids in above-ground tanks outside of buildings is prohibited.~~

~~**Exception:** When approved by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official.*~~

See Section 3404.2.9.6.1

Section 3801.2.1 is added to the IFC to read as follows:

3801.2.1 Special use permit. A special use permit must be obtained in accordance with

Chapter 19.04 of the Las Vegas Municipal Code for liquefied petroleum gas storage containers with an aggregate water capacity exceeding 288 gallons (1090 L).

Section 3804.2 of the Southern Nevada Amendments is amended to read as follows:

~~**3804.2 Liquefied petroleum gas storage containers.** The storage of liquified petroleum gas is prohibited.~~

~~**Exception:** When *approved* by the planning or zoning authority (in jurisdictions requiring this specific approval) and when *approved* by the *fire code official*.~~

3804.2 Maximum capacity within established limits. The aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L).

Exception: Installations located within a parcel that is zoned for industrial use (M Zoning District) in accordance with the Title 19 of the Las Vegas Municipal Code. Additionally, when required by the *fire code official*, additional fire protection shall be provided for such installations in accordance with NFPA 58, Section 6.25.

Section 4603.4.2 of the IFC is amended to read as follows:

~~**4603.4.2 Group I-2.** An *automatic sprinkler system* shall be provided throughout existing Group I-2 fire areas. The sprinkler system shall be provided throughout the floor where the Group I-2 occupancy is located, and in all floors between the Group I-2 occupancy and the *level of exit discharge*.~~

4603.4.2 Group I. An *automatic sprinkler system* shall be provided throughout all existing Group I Fire areas.

Section 4603.4.3 is added to the IFC to read as follows:

4603.4.3 Group R-4 residential care/assisted living facilities. Each existing residential care/assisted living facility that is required to be licensed by the State of Nevada shall be provided with an automatic sprinkler system in accordance with NFPA 13R. Each existing facility shall be brought into compliance within the time frame established for that facility by the *fire code official*.

Section 4603.6 of the Southern Nevada Amendments is amended to read as follows:

4603.6 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code. When required by the *fire code official*, when a fire

alarm control unit is upgraded, or when a fire alarm control unit is replaced by a different model, the fire alarm system shall be upgraded in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code.

~~**Exception:** Occupancies with an existing previously approved fire alarm system.~~

Section B105.2 of Appendix B, as adopted in the Southern Nevada Amendments, is amended to read as follows:

B105.2 Buildings other than one- and two-family dwellings. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table B105.1.

Exceptions:

~~1. When a building is provided with an approved automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.~~

~~2. A reduction in the required fire flow of 25% is permitted in buildings with: floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access; OR containing high-piled combustible storage protected by other than ESFR fire sprinklers; OR flammable/combustible liquids in excess of the maximum allowable quantity; OR hazardous materials in excess of the maximum allowable quantity.~~

~~3. A reduction in the required fire flow of 50% is permitted in buildings with high-piled combustible storage protected by ESFR fire sprinklers.~~

~~4. The resulting fire flow for all buildings shall not be less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in table B105.1.~~

The following exceptions apply to the extent specified, but in no case shall the reduction in required fire flow result in fire flow that is less than 1,500 gallons per minute (95678 L/min) for the prescribed duration as specified in Table B105.1.

1. When a building is provided with an approved NFPA 13 or NFPA 13R automatic sprinkler system throughout, a reduction in the required fire flow of 50% is permitted.
2. A reduction in the required fire flow of 25% is permitted in buildings that qualify under any of the following:
    a. Buildings with floors used for human occupancy more than 3 stories in height or more than 55 feet above the lowest level of fire apparatus access.
    b. Buildings containing high-piled combustible storage.
    c. Buildings containing flammable/combustible liquids in excess of the

maximum allowable quantity.

d. Buildings that contain hazardous materials in excess of the maximum allowable quantity.

Section C105 of Appendix C, as adopted in the Southern Nevada Amendments, is amended by adding a new Section C105.3 to read as follows:

C105.3 Hydrants to provide required fire flow for developments proposed to be located on major streets and highways. Hydrants intended to deliver required fire flow to developments proposed to be located on major streets and highways shall be located on the same side of the street or highway as the proposed development.

Appendix L is added to the IFC to read as follows:

APPENDIX L EMERGENCY ACCESS GATES AND BARRIERS

Unless otherwise noted, the provisions contained in this appendix are mandatory.

L101.1 Scope. Where a new gate or barrier is installed on a fire access roadway, the installation shall comply with the specifications of this Appendix and Section 503.6.

L102.1 Definitions. For the purposes of Appendix L, certain terms are defined as follows:

"Gate or barrier" means a gate, crossbar, door or other obstructive device which is utilized for the purpose of restricting, controlling or obstructing entry or exit by motor vehicles or pedestrians to or from a private roadway and which is not manned on a twenty-four hour, seven day per week basis by a person capable of providing immediate access to a police or fire safety vehicle or person.

"Private street or roadway" means any roadway (not dedicated as public right-of-way) that is owned and maintained by abutting property owners, or association of property owners, that is utilized for the purpose of providing vehicular or pedestrian access to a subdivision, apartment complex, condominiums or other residential development or wild land, excluding off-street parking areas, driveways, and driveways to off-street parking areas.

"Private driveway" means a private way for vehicular travel that provides access from an off-street parking area to a public or private drive.

"Ultimate edge of right-of-way" means the right-of-way line furthest from the centerline of a street right-of-way that has been approved by the County of Clark, Nevada and recorded on a parcel or subdivision map for existing or future street improvements.

L103.1 Permit. Construction permits in accordance with Section 105 shall be obtained for the applicable scope of work.

L104.1 Submittals. Three sets of plans and specifications for fire apparatus access road gates shall be submitted for review and approval prior to construction. The plans and specifications shall include, indicate or show the following:

1. Civil plans, which must be approved by the Fire Department, Planning and Development Department, and Department of Public Works.
2. The respective stamp(s) for the contractor(s) installing any gates.
3. The stamp of a structural engineer for all structural plans and calculations pertaining to gates over 6 ft. (1.83 m.) in height.
4. The business name, address, phone number and contact person for each contractor.
5. Assessors Parcel Number (located on the property owners tax bill).
6. Depiction of proposed fences, pedestrian gates, vehicle gates.
7. Existing vehicular access.
8. Proposed location of any Knox key switch(es) or Knox box(es).
9. The exact physical street address of the gated entry, or property, as assigned by the Planning Department.
10. Location of pavement loops.

L105.1 Product specifications. Specifications shall be provided that include:

1. Method of operation.
2. UL listing numbers of equipment used.
3. Manufacturer's specification sheets for all equipment.

L106.1 Plan review and inspection fees. Applicable fees will be collected per each agency's approved fee schedule.

L107.1 Minimum Design Requirements

1. Gates shall not be installed within a required turning radius of a fire access roadway.
2. Access for single- and bi-direction traffic shall be unobstructed 20 ft. (6.1 m.) wide and 13.5 ft. (4.1 m.) high.
3. Swinging gates for single direction traffic shall swing in the direction of vehicle travel.
4. Swing gates for bi-directional traffic shall swing into the property being entered.
5. Gated entry designs shall be in accordance with Clark County Area Standard Drawing #222A.
6. All gates shall be accessible from the driving lane nearest the edge of the street by turning radii of at least 28 ft. (18.5 m.) inside and 52 ft. (15.85 m.) outside.
7. Gates must be located so that the face of the gate is at least 40 feet (12.2 m.) from the nearest curb of any cross street.
8. For gates on private driveways that serve only one single-family residence on a moderate and heavily traveled street, the driveway shall:

a. Meet the setback requirements of this Appendix. If existing conditions prevent gate installation with 40 ft. (12.2 m.) of clearance to the face of the gate, a letter documenting an acceptable alternative that would facilitate emergency ingress without endangering emergency response personnel and apparatus will be required for review and approval by the *fire code official.*

b. Meet the operational requirements of electrically operated gates.

L108.1 Operation of Gates

1. Electric gate operators, where provided, shall include the installation of a "free exit" loop and shall be operated for entry and exit by means of a key override switch (Knox) in combination with one of the following *approved* fire department methods:
   a. Ground loop gate operator;
   b. Radio operated controller (click 2 enter); or
   c. Other approved equipment.
2. Gates installed utilizing a radio-controlled exit shall be provided with an approved 2 in. (50.8 mm) by 2 in. (50.8 mm), blue, reflective marker visible to the exiting traffic, located in the center of the exit gate.
3. Where applicable, Knox Company authorization forms are required for orders of key switches, boxes and padlocks. The forms may be obtained by calling the fire department or items can be ordered via the Internet at www.knoxbox.com.
4. Electrically operated gates shall fail to the full open position upon the loss of power. They shall remain fully open until such time the power is restored.
5. Gates shall reverse direction to full open position upon contact with an obstruction.

L109.1 Manual gates, barriers or crash gates. Manual gates, barriers or crash gates may be approved by the *fire code official* on a case-by-case basis for nighttime security of business properties or gated communities, subject to the following:

1. Such gates or barriers shall be constructed in a manner that reflects good construction practices acceptable to the *fire code official.*
2. Such gates or barriers shall be accessible by means of an *approved* fire department padlock where applicable (Knox) or by the installation of an *approved* key box (Knox).
3. *Approved* manual gates or barriers across emergency access roadways shall be provided with an 18-gauge metal sign in the center of and on both sides of the gate that shall read "FIRE LANE–NO PARKING." Letters shall be red on a white background and be a minimum of 4 in. (76 mm) high with a ½ in. (12.7 mm) stroke.
4. Gates to close off a fire lane behind strip malls/stores in order to minimize dumping and vandalism shall be approved with padlock access (Knox).

L110.1 Prohibitions

1. No gate shall be installed where access requires the use of a proximity reader or card,

unless a "turn-out" is provided for its use.

2. Direction-limiting devices, such as fixed tire spikes, are prohibited.
3. The total number of vehicle access control devices or systems through which emergency vehicles must pass to reach any address shall not exceed one.
4. No commercial property owner shall install fences and gates where more than one gate must be opened in order to reach within 150 ft. (46 m.) of the rear portion of any building.

L112.1 Pedestrian Gates. All vehicle gates obstructing pedestrian access to a public way (street) shall have an approved pedestrian gate installed within 10 ft. (3.05 m.) of the vehicle gate, subject to the following:

1. Gates shall be handicap accessible and comply with exit door requirements of the building code as adopted by the City of Las Vegas.
2. An approved key box (Knox) shall be installed at least 4 ft. (1.22 m.) above grade on the outside of the gate. It shall be provided with a key to open the pedestrian gate.
3. No pedestrian gate shall be located in the median between two vehicle gates.

Exception: Gates accessing private driveways that serve only one single-family residence are exempt from this requirement.

L113.1 Maintenance. Emergency access gates and barriers shall be maintained, which maintenance shall include:

1. Batteries required for operation of the system during power failure.
2. Lubrication of moving parts and hinges per manufacturer's specifications.
3. Any subsequent attention required to maintain the original list of frequencies for emergency operation of the gate in the controller, if applicable.

L114.1 Installation Approval. The *fire code official* shall conduct inspections on all gates and barriers for proper installation and operation prior to activation or use.

L115.1 Additional Requirements

1. Because of the delays caused by vehicle access control devices or systems, additional fire protection requirements may be applied based on other access limitations, such as narrow or winding streets or dead-end streets without an *approved* turnaround available for fire apparatus.
2. Other than the obstruction and the reduced width controlled within this standard, no other requirement of the fire authority having jurisdiction shall be adversely affected by the placement of any vehicle access control device or system in any required fire apparatus access road.
3. Fire department or *fire code official* approval does not waive any requirement by other authorities having jurisdiction.

Appendix M is added to the IFC to read as follows:

APPENDIX M FIRE LANE SIGN SPECIFICATIONS

M101.1 Sign Specifications. Where required or authorized by the Fire Code or the *fire code official*, fire lane signs shall be in accordance with the following:

Type A: Minimum dimension of 24" (610 mm) high by 18" (457 mm) wide. Red letters on a reflective white background with 3/8 inch red trim around entire outer edge of sign. Sign lettering shall be as follows:

"FIRE LANE"

Type B: Minimum dimension of 24" (610 mm) wide by 18" (457 mm) high. Red letters on reflective white background with 3/8 inch red trim strip around the entire outer edge of sign. Sign lettering shall be as follows:

"ON-STREET PARKING IN MARKED FIRE LANES PROHIBITED"

Type C: Minimum dimension of 36" (914 mm) wide by 4" (101 cm) high. White letters on red enamel background. Curb lettering shall be as follows:

"NO PARKING FIRE LANE"

Signs shall be installed not less than 7 feet (2134 mm) and not more than 10 feet (3048 mm) from the ground level. Posts for signs, shall be metal and securely mounted, unless written permission for alternatives is obtained prior to installation from the *fire code official*.

Illustrations of the sign types are as follows:



TYPE A SIGN



TYPE B SIGN



TYPE C SIGN

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Type C: Minimum dimension of 36" (914 mm) wide by 4" (101 cm) high. White letters on red enamel background. Curb lettering shall be as follows:

"NO PARKING FIRE LANE"

Signs shall be installed not less than 7 feet (2134 mm) and not more than 10 feet (3048 mm) from the ground level. Posts for signs, shall be metal and securely mounted, unless written permission for alternatives is obtained prior to installation from the *fire code official.*

Illustrations of the sign types are as follows:



TYPE A SIGN



TYPE B SIGN



TYPE C SIGN

NFPA 13 AMENDMENTS

Section 8.15.5.1 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as amended by the Southern Nevada Amendments, is amended to read as follows:

> **8.15.5.1** Sidewall spray sprinklers shall be installed at the bottom of each elevator hoistway not more than 2 ft (0.61 m) above the floor of the pit. ~~Sprinklers are prohibited at the top of the hoistway and in the machine room, unless otherwise approved by the Authority Having Jurisdiction.~~

Section 8.15.5.2 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as deleted by the Southern Nevada Amendments, is replaced by a new Section 8.15.5.2 to read as follows:

> **8.15.5.2** Automatic sprinklers shall be installed in elevator machine rooms containing hydraulic fluids.

Section 8.15.5.3 of NFPA 13 (relating to sprinklers in elevator hoistways and machine rooms), as deleted by the Southern Nevada Amendments, is restored to read as follows:

> **8.15.5.3** Automatic sprinklers in elevator machine rooms or at the tops of hoistways shall be of ordinary- or intermediate-temperature rating.

Section 8.15.7.2 of NFPA 13 (relating to sprinklers under exterior roofs or canopies), as amended by the Southern Nevada Amendments, is amended to read as follows:

> **8.15.7.2** Sprinklers shall be permitted to be omitted where ~~the canopy, roof, or porte-cochere~~ a canopy or roof is constructed entirely with materials that are noncombustible, and where the canopy or roof~~, or porte-cochere~~ does not support occupancy above.

Section 8.15.7.4 of NFPA 13 (relating to automatic sprinkler protection in certain areas) is amended to read as follows:

> **8.15.7.4** When permitted by Section 1018.1 of the International Building Code, ~~Sprinklers~~ sprinklers shall be permitted to be omitted from exterior exit corridors when the exterior walls of the corridor are at least 50 percent open and when the corridor is entirely of noncombustible construction.

Section 8.17.4.2 of NFPA 13 (relating to wet pipe systems) is amended by amending Section 8.17.4.2.4 thereof to read as follows:

> **8.17.4.2.4** ~~The alarm test connection shall be permitted to be installed in any location on the fire sprinkler system down-stream of the waterflow alarm.~~ The alarm test connection valve

shall be piped from the most hydraulically demanding area and shall be readily accessible.

Section 8.17.4.2 of NFPA 13 (relating to wet pipe systems) is amended by adding thereto a new section 8.17.4.2.5 to read as follows:

8.17.4.2.5 Buildings 3 or more stories in height do not require the inspector test valve to be piped from the most hydraulically demanding area.

Section 21.38 of NFPA 13, as added by the Southern Nevada Amendments, which section functions as a heading, is amended to read as follows:

21.38 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. ~~and buildings built under the IRC.~~

Section 21.38.1 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.1 General. When a sprinkler system is being ~~installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, for a Group R Division 3 Occupancy, the design requirements in Table 21.37.1 shall be applied.~~ upgraded to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the sprinkler system shall be designed in accordance with Section 21.38.2.

Table 21.38.1 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 21.38.1 ~~Mitigation~~ Protection Matrix for Group R Division 3 Occupancies [4] ~~and buildings built under the IRC [4].~~

Building Area Size Range[6]	~~Protection~~ Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [7]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements			
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements			
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	See NFPA 13 for design requirements			
≥ 15,000 sf	Modified NFPA 13 [1]	Yes	N/A	N/A	Yes

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.
[7] Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

Section 21.38.2 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.2 Modified 13 Design Criteria. When Table 21.38.1 requires a Modified 13 Design, the sprinkler system shall be installed to meet the requirements of this code, with the exception of the following items:

1. Fire Department Connections (FDC): A 2 ½-inch fire department connection is required. A single snoot connection will be accepted. The FDC shall be located on the garage wall facing the street except for special circumstances where the FDC may be freestanding and located adjacent to the street or private drive. A freestanding FDC in these circumstances may be designed into the mailbox column.
2. Riser Room: Risers shall be located in either the garage or within a dedicated room with an exterior door. Provided the garage/room is fully insulated the requirement for maintaining 40°F will not require a source of heat.
3. Inspectors Test Connection: The inspectors test location may be piped off the system riser.
4. Piping in locations less than 40°F: Dry pipe systems are not permitted for the protection of living spaces, anti-freeze systems shall be used. The protection of non-living spaces such as attics may be protected by dry-pipe systems.
5. Anti-Freeze Loops: The capacity shall not exceed 80 gallons.
6. Separate Water Supply: A separate water lead-in for the fire sprinkler system along with an approved (by the local water authority) back-flow prevention device is required. The back-flow prevention device shall be located at the street with in an approved insulated enclosure. The lead-in shall be sized using the minimum pipe size available that provides the calculated flow.
7. Control Valves: All valves used to control the sprinkler system are required to be indicating. A Post Indicator Valve (PIV) is not permitted.
8. Electrical Supervision: When required by the fire code official, the main control valves shall be electrically supervised. The back-flow valves are not required to be electrically supervised.
9. Fire Pumps: Electric fire pumps normally accepted in NFPA 13D systems for residential use (UL listed jockey pump) are acceptable.
10. Notification Devices: Interior – One (1) interior horn/strobe shall be installed

in a location specified by the homeowner. Exterior – One (1) exterior horn/strobe shall be located above the FDC or other acceptable location. The sprinkler flow switch shall activate both of the required devices.

11. Residential Sprinkler Heads: Residential sprinkler heads shall be utilized and the design allowances specified in section 11.2.3.2.3.1 (reduction to design area) may be applied.
12. Hangers and Earthquake Bracing: The hanging of sprinkler pipe shall be in accordance Chapter 9. Earthquake bracing is not required.
13. Garages: Garages shall be classified as Ordinary Hazard Group I. Commercial style QR sprinkler heads are required.
14. Location of Sprinklers: Sprinklers shall be installed in all areas except where omissions are permitted as follows:
    a. Inaccessible attic spaces~~:~~ of less than 15,000 sq. ft.
    b. Exterior overhangs, porches, and carports.
    ~~c. Rooms not provided with environmental control.~~

Section 21.38.3 of NFPA 13, as added by the Southern Nevada Amendments, is amended to read as follows:

21.38.3 Other Protection Designs: For the other protection designs listed in Table ~~21.37.1,~~ 21.38.1, see the respective revised codes for NFPA 13D and NFPA 13R design requirements.

NFPA 13D AMENDMENTS

Section 6.2.2 of NFPA 13D is amended to read as follows:

6.2.2 Where a ~~pump and tank~~ well-pump, city-pump, or tank-pump combination is the source of supply for a fire sprinkler system but is not a portion of the domestic water system, the following shall be met:

1. A test connection shall be provided downstream of the pump that creates a flow of water equal to the~~ smallest sprinkler on the system.~~ two sprinkler flow rate established by the hydraulic calculation. The connection shall return water to the tank~~:~~ when provided.
2. Pump motors using AC power shall be connected to a 240V normal circuit.
3. ~~Any disconnecting means for the pump shall be approved.~~ The circuit shall be hardwired with *approved* disconnect as required by the National Electrical Code.
4. When a tank is provided, ~~A~~ a method for refilling the tank shall be piped to the tank.
5. When a tank is provided, ~~A~~ a method of seeing the water level in the tank shall be provided without having to open the tank.
6. The pump shall not be permitted to sit directly on the floor.
7. Pumps fed by a city or well supply shall be provided with a pump by-pass.

Section 8.4.11 is added to NFPA 13D to read as follows:

8.4.11 Hydraulic Calculations. Where this standard requires the sprinkler system to be hydraulically calculated in accordance with NFPA 13, the calculations shall be performed in accordance with NFPA 13, Chapter 22 with the amended requirements.

Exception: Sprinkler systems that do not have any pressure reducing devices are not required to provide the 10 psi safety factor.

Section 8.7 of NFPA 13D, as added by the Southern Nevada Amendments, which section functions as a heading, is amended to read as follows:

8.7 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. ~~and buildings built under the IRC.~~

Section 8.7.1 of NFPA 13D, as added by the Southern Nevada Amendments, is amended to read as follows:

8.7.1 General. When a sprinkler system is being installed or upgraded to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, ~~the design requirements in Table 8.7 shall be applied.~~ sprinkler system shall be designed in accordance with Table 8.7.

Table 8.7 of NFPA 13D, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 8.7 ~~Mitigation~~ Protection Matrix for Group R-3 Occupancies [4]

Building Area Size Range[6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [7]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	No	1"	3/4"	No
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	No	1"	3/4"	No
≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	See NFPA 13R for design requirements (Section ~~6.8.5~~ 7.5)			
≥ 15,000 sf	Modified NFPA 13 [1]	See NFPA 13 for design requirements (Section ~~21.37~~ 21.38)			

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.

[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies and buildings built under the IRC used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.
[7] Water meters used for residential sprinkler systems shall be residential fire service meters or other meters approved by the water purveyor.

Section 1.1 of NFPA 13R, as amended by the Southern Nevada Amendments, is amended to read as follows:

1.1 Scope
This standard covers the design and installation of automatic sprinkler systems for protection against fire hazards in residential occupancies up to and including two stories in height. Residential occupancies three or more stories in height shall be protected throughout in accordance with NFPA 13.
When sprinkler protection is being provided to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access for single-family residential occupancies, the minimum design criteria shall be as outlined in Section ~~6.8.5 Protection Matrix for Group R Division 3 Occupancies and buildings built under the IRC.~~ 7.5 Mitigation Matrix for Group R Division 3 Occupancies.

Section 7.5 of NFPA 13R, as added by the Southern Nevada Amendments, is amended to read as follows:

7.5 ~~Protection~~ Mitigation Matrix for Group R Division 3 Occupancies. When a sprinkler system is being installed to mitigate the minimum Fire Code requirements for fire flow, number of fire hydrants, or fire department access, the design requirements in Table ~~6.8.5~~ 7.5 shall be applied.

Table 7.5 of NFPA 13R, as added by the Southern Nevada Amendments, is amended to read as follows:

Table 7.5 ~~Mitigation~~ Protection Matrix for Group R-3 Occupancies [4]

Building Area Size Range[6]	Mitigation Residential System Type [1,3]	Separate Sprinkler Lead-in Required [5]	Minimum Underground Pipe Size [5]	Minimum Water Meter Size [5]	Sprinklers Required in Areas Subject to Freezing
< 3,600 sq.ft.	Standard NFPA 13D [2]	See NFPA 13D for design requirements (Section 8.7)			
≥3,600 sq.ft. and < 10,000 sq.ft.	Enhanced NFPA 13D [1,2]	See NFPA 13D for design requirements (Section 8.7)			

≥ 10,000 sf and <15,000 sf	Enhanced NFPA 13R [1]	Yes	N/A	N/A	Yes
≥ 15,000 sf	Modified NFPA 13 [1]	See NFPA 13 for design requirements (Section ~~21.37~~ 21.38)			

N/A = Not Applicable

[1] This mitigation constitutes a building "completely protected with an approved fire sprinkler system" per the IFC.
[2] Domestic demand of 5 gpm is required to be added to the sprinkler demand in the hydraulic calculations.
[3] Free-standing detached guest houses or garages shall be protected by an Enhanced NFPA 13D system.
[4] Excluding Group R Division 3 occupancies used as Group Care Homes.
[5] U.G. lead-in shall be the minimum size required hydraulically as proven by the sprinkler contractor and shall be hydrostatically tested and flushed, witnessed by the fire dept.
[6] Building area is defined as all areas under roof except for porches, patios, balconies, carports and porte-cocheres.

NFPA 14 AMENDMENTS

Section 7.2.4 of NFPA 14, as amended by the Southern Nevada Amendments, is amended to read as follows:

7.2.4 System Pressure Regulating Devices. The *fire code official* shall be consulted regarding the use of system pressure regulating devices. When system pressure-regulating devices are used in lieu of providing separate pumps, multiple zones shall be permitted to be supplied by a single pump and pressure regulating device(s) under the following conditions:

1. Pressure-regulating device(s) shall be permitted to control pressure in the lower zone(s). A redundant pressure-regulating device shall be provided in parallel configuration for the full range of anticipated system flow. ~~Where multiple sizes of pressure-regulating devices are required to achieve flow through the entire range of anticipated system flow, each size shall have a redundant pressure-regulating device installed.~~
2. ~~A method to isolate each of the pressure-regulating device(s) shall be provided for maintenance and repair by providing control valves on the supply and discharge side of each pressure-regulating device, in a manner where only the device being maintained and repaired is out of service.~~
3. ~~Regulating devices shall be arranged so that the failure of any single device does not allow pressure in excess of 200 175 psi (13.9 12.1 bar) to not more than two hose connections.~~
4. ~~An equally sized bypass around the pressure regulating device(s), with a normally closed valve, shall be installed.~~
5. 2. Pressure-regulating devices ~~and the bypass valve~~ shall be installed not more than 7ft 6in (2.31 m) above the floor.
6. 3. The pressure-regulating device shall be provided with inlet and outlet pressure gauges.
7. 4. ~~The fire department connection(s) shall be connected between the system fire pump(s) and the pressure-regulating device(s) and shall be sized and designed~~

~~to allow the fire department connection to provide full back-up for the system fire pump to all pressure zones~~. The fire code official shall be consulted regarding the fire department connection(s) configuration with the standpipe system.

~~8.~~ 5. The pressure-regulating device shall be provided with a pressure relief valve ~~sized for the full anticipated system flow and capable of maintaining downstream system pressures below the maximum pressure ratings for all system components~~ in accordance with manufacturer recommendations.

~~9.~~ 6. Remote monitoring and supervision for detecting high pressure failure of the pressure of the pressure-regulating device shall be provided in accordance with NFPA 72, National Fire Alarm Code. ~~Such failure shall be detected by providing a flow switch downstream on the pressure relief valve.~~

~~10.~~ 7. A drain sufficient to allow flow of the full anticipated system flow shall be provided adjacent to the pressure-regulating devices. Use of this drain line for discharge from the pressure relief valve shall be permitted.

NFPA 72 AMENDMENTS

Section 18.5.6 of NFPA 72, as amended by the Southern Nevada Amendments, is amended to read as follows:

18.5.6 In rooms and areas used for exhibition purposes, or in rooms and areas where racks or shelving that exceed 5' in height are expected to be installed, or in rooms and areas where wall-mounted devices may become obstructed, ceiling-mounted visual appliances shall be provided.

Exceptions:

1. When approved by the Authority Having Jurisdiction, wall mounted appliances may be installed above the visible obstruction height.
2. When approved by the Authority Having Jurisdiction, visible notification appliances may be installed in accordance with the requirements of the approved design documents (Fire Protection report) and the manufacturer's instructions in order to achieve the required performance objective.

BUSINESS IMPACT STATEMENT
BILL NO. 2010-47
(Adopts as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-47, that will adopt as the City's Fire Code the International Fire Code, 2009 Edition, together with local modifications and supplements thereto.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Preliminary to formal business impact solicitation, Fire and Rescue representatives met with industry representatives regarding the provisions of the International Fire Code, provisions to be included in the Southern Nevada Amendments to the Code, as well as local adaptations. These meetings took place in November and December of 2009. Additional such meetings were held in April and May of this year. Comments from industry representatives and revisions in response thereto took place during and subsequent to these time periods.

As to formal business impact solicitation, in September 2010 a notice regarding the proposed changes, including an invitation to respond, was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to a number of development-related and construction groups that are representative of affected industries. One written response was received. The response was from an affected business, expressing concern that the new Fire Code should not go into effect immediately upon adoption. The summary of this comment is available to interested persons within this paragraph of the business impact statement.

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:

Possible increased costs of construction and development in determining requirements and achieving compliance

Beneficial effects:

Updated and more responsive code provisions

Direct effects:

See adverse and beneficial effects above

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:

A determination had already been made to delay the effective date of the new Fire Code, which will address the concerns raised by the responding business

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: October 20, 2010

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2010-48 – Ordinance Creating Special Improvement District No. 1519 Sidewalk Infill - Oakey Boulevard (west of Rancho Drive) and 11th Street (north of Charleston Boulevard)
Sponsored by: Step Requirement

Fiscal Impact

☐ **No Impact** ☒ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $31,294.78
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The construction and installation of sidewalk.

RECOMMENDATION:
ADOPTION at 12/1/2010 City Council meeting pursuant to the 11/16/2010 Recommending Committee.

First Reading – 11/3/2010; First Publication – 11/19/2010

BACKUP DOCUMENTATION:
Bill No. 2010-48

BILL NO. 2010-48

ORDINANCE NO. _____

AN ORDINANCE CREATING 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) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

Summary: Creation Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark, State of Nevada, has determined and does hereby declare that the public convenience and necessity require, and the City Council deems it necessary to create, the 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"), for the purpose of constructing and improving or acquiring and improving a Sidewalk Project as defined in Chapter 271.205, Nevada Revised Statutes (hereinafter the "Project"), and to defray a portion of the entire cost and expense of such Project by special assessments, according to benefits, against the benefited lots, tracts and parcels of land within the District; and

WHEREAS, by a resolution heretofore passed and approved (the "Provisional Order Resolution"), the City Council declared its determination to create the District for the purpose of making the Project, stating therein the character and location of the Project, what portion of the entire expense thereof shall be paid by special assessments, and that the assessments are to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, the City Council has heretofore determined that a portion of the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from in the Project; and

WHEREAS, among other documents, the City Engineer together with the City Engineer Division (hereinafter the "Engineer", collectively) made out a preliminary assessment roll and an assessment plat for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, or if not known, stating the name is "unknown"; a description of each lot,

tract, or parcel of land to be assessed; the market value of each lot; the amount of the estimated assessment to be levied thereon; and the amount of maximum special benefits (and corresponding market value increases); and the Engineer has reported the preliminary assessment roll and assessment plat to the City Council and has prepared and reported the "Engineer's Report to the City Council on Benefits," and has filed the assessment plat, preliminary assessment roll and the Engineer's Report with the City Clerk; and

WHEREAS, pursuant to the Provisional Order Resolution, the City Council gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits (and corresponding market value increases), and of the time and place of a hearing thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written complaint, protest or objection on or before Friday, October 15, 2010, and to appear before the City Council on Wednesday, October 20, 2010, to be heard as to the propriety and advisability of acquiring and improving the Project provisionally ordered, as to the estimated cost thereof, the manner of payment therefor, and 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; and

WHEREAS, the City Council has determined, and does hereby determine, that not more than 2,640 feet remain unimproved in any street between improvements already made to the same street or between intersecting streets and that the exception provided by NRS 271.306(2) (b) does exist with respect to the Project; and

WHEREAS, the written and oral objections and protests received were duly considered, and the City Council has determined that it is in the best interests of the City, and the inhabitants thereof, to create the District as theretofore proposed; and

WHEREAS, every written protest and other objection was found to be without sufficient merit and was overruled by the City Council by the Special Improvement District No. 1519 Protest Disposal Resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right, within 30 days after the City Council has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, the City Council and the Engineer have done all things necessary and preliminary to the creation of the District, by filing with the City Clerk an accurate estimate of cost, full and detailed, final revised plans and specifications, revised assessment plat, revised final map, and a report on benefits by the Engineer. The City Council desires now to authorize such improvements and work and to create the District by this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF LAS VEGAS, DOES ORDAIN AS FOLLOWS:

Section 1. That this Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 1519 Creation Ordinance" (the "Ordinance").

Section 2. That the City Council has heretofore determined and does hereby determine that each and every protest and objection made in connection with the District is without sufficient merit and the same be, and the same heretofore have been, by the Special Improvement District No. 1519 Protest Disposal Resolution, overruled, and finally passed upon by the City Council.

Section 3. That the City Council has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of the District.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 4. That there hereby is created in the City an improvement district designated as the 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) for the purpose of acquiring a

Project as more particularly described below. The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below). The streets to be improved by the improvements are:

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).

Section 5. That the Project, which is hereby ordered to be acquired, shall be located within the boundaries of the District, and shall be as shown in the final plans and specifications heretofore filed in the City Clerk's office, without minor details being described. The character of the improvements shall be described more particularly as follows:

The project will consist of sidewalks. 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 City Council has determined that a portion of the cost of the Project is of special benefit and shall be paid by special assessments against the lots, tracts and parcels of land so benefited.

Section 6. That the estimated total cost of the Project shall be apportioned and assessed as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
$ 31,294,78	$ 31,294.78	$ 0.00

The amounts to be assessed for the Project will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are equal and uniform.

The assessments will be levied on a front foot method for the installation of sidewalk. Each property owner will be assessed for the cost of sidewalks where not already existing.

Such basis of assessments has been designated by the City Council in the Special Improvement District No. 1519 Provisional Order Resolution.

Section 7. That 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, as designated 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.

Section 8. That the City Engineer, in cooperation with the City, is hereby authorized to advertise for performing the work and making the Improvements in the Las Vegas Review-Journal, a daily newspaper published in Las Vegas, Nevada, and of general circulation in the City. Such notice shall be published at least once, not less than seven days before the opening of bids. The notice shall be in substantially the form provided by the plans, specifications and contract documents.

Section 9. That after the award of the contract, the City Council shall determine the total cost of the work performed, including incidentals, and assessments shall be levied in accordance with the laws of the State, and the City Council shall provide that the assessments may be payable without interest or demand at the election of the owner during a specified cash payment period, or in twenty (20) substantially equal semi-annual installments of principal and interest. The City Director of Finance and Business Services shall provide the rate of interest on unpaid installments of assessments which will not exceed the maximum rate of interest permitted under the Nevada Revised Statutes. If assessment bonds are issued, such rate will not exceed more than one percent (1%) of the highest rate of interest on any of 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 more than three percent (3%) the "Index of Twenty Bonds", which shall have been most recently published at the time bids for the bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. If assessment bonds are not issued, such rate will not exceed 9%.

Section 10. That all action, proceedings, matters and things heretofore taken, had and done by the City, and the officers thereof, (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the performing of all prerequisites to the creation of the District, the acquisition of the Improvements, the specially benefited property therein, the determination that the lots, tracts and parcels of land in the District will receive special benefits and market value increases, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 11. That 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 Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, construction contracts, engineering specifications, contract addenda, and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds.

Section 12. That in accordance with NRS 271.325 (6), upon the final adoption of this Ordinance, the City Clerk is hereby authorized and directed to immediately file in the office of the Clark County Recorder a certified copy of the preliminary assessment roll (the list of the tracts to be assessed). The County Recorder is to record such assessment roll for the purpose of establishing the record of lien or liens against the lots, tracts, and parcels of land and the amounts of maximum benefits estimated to be assessed against each tract in the assessment area as set forth in this Ordinance.

Section 13. That all ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request. Thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days

before the adoption of the Ordinance, i.e., at least ten (10) days before the adoption of this Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing)

Notice of Filing Of:

ORDINANCE NO. _____

AN ORDINANCE CREATING 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) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 3rd day of November, 2010, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 1st day of December, 2010.

/s/ Beverly K. Bridges
City Clerk

(End of Form of Publication of Notice of Filing)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for and against its passage, and with a statement that typewritten copies of the Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the City of Las Vegas Charter and all laws thereunto enabling. Such publication shall be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING 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) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on November 3, 2010, and was passed at a regular meeting held on December 1, 2010, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after December 5, 2010, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 1st day of December, 2010.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced November 3, 2010, PASSED, ADOPTED AND APPROVED December 1, 2010.

OSCAR B. GOODMAN, Mayor

Attest:

Beverly K. Bridges, MMC
City Clerk

Approved as to form:

10/20/10
Date Assistant City Attorney

STATE OF NEVADA	)
	)
COUNTY OF CLARK	) **SS**
	)
CITY OF LAS VEGAS	)

I, Beverly K. Bridges, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City Clerk" and "City", respectively), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on November 3, 2010, and finally adopted and approved on December 1, 2010.

2. The following members of the City Council were present at the November 3, 2010, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on November 3, 2010, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on December 1, 2010, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the December 1, 2010, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on November 3, 2010, and December 1, 2010. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on November 3, 2010, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on December 1, 2010, is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this December 1, 2010.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of November 3, 2010 Meeting)

EXHIBIT B

(Attach Copy of Notice of December 1, 2010 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Filing of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Title of Creation Ordinance)

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-49 – Grants to Southwest Gas Corporation a non-exclusive franchise to install, operate and maintain a transmission and distribution system to provide natural gas to consumers within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement between the City and Southwest Gas Corporation. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
Southwest Gas Corporation currently provides residents of the City with natural gas service pursuant to a franchise agreement with the City. That agreement, as extended, expires at the end of 2010. This bill will grant a new non-exclusive franchise to Southwest Gas Corporation to continue to provide service for a term of 15 years, to expire in 2025, all in accordance with the terms and conditions of the Franchise Agreement incorporated in the bill.

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. 2010-49
2. Franchise Agreement

BILL NO. 2010-49

ORDINANCE NO. _____

AN ORDINANCE TO GRANT A NON-EXCLUSIVE FRANCHISE TO SOUTHWEST GAS CORPORATION TO PROVIDE NATURAL GAS TRANSMISSION AND DISTRIBUTION SERVICES WITHIN THE CORPORATE LIMITS OF THE CITY IN ACCORDANCE WITH THAT CERTAIN FRANCHISE AGREEMENT BETWEEN THE CITY AND SOUTHWEST GAS CORPORATION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Grants to Southwest Gas Corporation a non-exclusive franchise to install, operate and maintain a transmission and distribution system to provide natural gas to consumers within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement between the City and Southwest Gas Corporation.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The City of Las Vegas, Nevada, hereby grants to Southwest Gas Corporation, a California corporation, the non-exclusive right, privilege, authority and permission to own, construct, operate, maintain, upgrade, and repair a natural gas transmission and distribution system within public highways, streets and other rights-of-way within the limits of the City, for the sole purpose of providing natural gas service to consumers within the City. The rights granted herein are subject to and in accordance with the terms and conditions of that certain document entitled "Franchise Agreement between City of Las Vegas and Southwest Gas Corporation," commencing on the 1st day of January, 2011. A copy of the Franchise Agreement is on file with the City Clerk and by this reference is incorporated as part of this Ordinance.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,

invalid or ineffective.

SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

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

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-3-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

FRANCHISE AGREEMENT

between

CITY OF LAS VEGAS

and

SOUTHWEST GAS CORPORATION

Effective January 1, 2011

TABLE OF CONTENTS

		Page
Section 1	Definitions	1
Section 2	Term	4
Section 3	Non-Exclusivity; Reservation of Rights by City	4
Section 4	Grant of Franchise	4
Section 5	Limitations on Grant of Franchise	5
	5.1 Gas Service Only	5
	5.2 No Acquisition of Property Rights	5
Section 6	ADA Requirements	5
Section 7	Franchisee's Use of City Property	5
Section 8	Third Parties' Use of Franchisee's Facilities	5
Section 9	Construction Requirements; Permits; Emergencies; Restoration	6
	9.1 Permits Required; Fees	6
	9.2 Emergency Work	6
	9.3 Construction Hours	6
	9.4 Pre-Construction Requirements	6
	9.5 Limitations on Use of Medians and Sidewalks	6
	9.6 Workmanlike Manner; Engineer's Seal	7
	9.7 Safety and Quiet Enjoyment of Property	7
	9.8 Interference with Public Improvements	7
	9.9 Interference with Other Utilities' Facilities	7
	9.10 Trenchless Technology	7
	9.11 Notice to City	7
	9.12 Notice to Adjoining Property Owners	8
	9.13 Restoration of Rights-of-Way	8
	9.14 Temporary Asphalt	8
	9.15 Survey Monuments	8
Section 10	Work by Others; Adjacent Property Owners	9
	10.1 City and Other Utilities	9
	10.2 Adjacent Property Owners' Use	9
Section 11	Undergrounding of Facilities	9
Section 12	Relocation of Facilities	9
	12.1 Removal or Relocation Required	9
	12.2 Permits	9
	12.3 Notice to Relocate; Scheduling of Work	9
	12.4 Revisions in Scope of Work; Extensions of Time	10
	12.5 Emergency Relocation, Costs and Contact Number	11
	12.6 Relocation Upon Third Party Request	11

	12.7 Costs of Relocation at Third-Party's Request	11
	12.8 Removal by City; Damages	11
	12.9 Cooperation	12
	12.10 State Contributions Not Affected	12
Section 13	Franchisee's Prior Rights	12
	13.1 Relocation Costs	12
	13.2 Replacement Easements	12
Section 14	Coordination of Excavations	13
Section 15	Noncompliant or Unused Facilities; Correction, Removal or Abandonment	13
	15.1 Noncompliant Facilities	13
	15.2 Unused Facilities	13
	15.3 Restoration	13
Section 16	~~Business License; License Fees and Franchise Fees~~	13
Section 17	Conflicts between City Code and Agreement	14
Section 18	Public Records	14
Section 19	Records of Installation and Planning	14
	19.1 Potential New Facilities	14
	19.2 "As-Built" Drawings	14
	19.3 Location Drawings	15
	19.4 Public Improvement Projects	15
	19.5 Use of Drawings	15
	19.6 Disclosure of Location of Utility Facilities	15
Section 20	Right of Acquisition of Facilities	15
Section 21	Transfers and Assignments	15
Section 22	Default; Liquidated Damages, Revocation and Other Remedies	16
	22.1 In General	16
	22.2 Conditions Beyond Franchisee's Reasonable Control	16
	22.3 Liquidated Damages	16
	22.4 Revocation	17
	22.5 Nonexclusive Remedies	17
	22.6 Waiver	17
	22.7 Denial of Permits	17
Section 23	Indemnification	18
	23.1 In General	18
	23.2 Liability Not Limited	18
	23.3 No Recourse for City's Enforcement Actions	18
	23.4 Untimely Relocation of Facilities	18
	23.5 Notice and Termination of Claim	18
	23.6 Procedures	19

Section 24	Insurance	21
	24.1 General Requirements and Policy Limits	21
	24.2 Primary Insurance; Umbrella Policy	21
	24.3 Certificate of Insurance	21
	24.4 Form of Policies	22
	24.5 Policy Limit Increases	22
	24.6 State Requirements	22
Section 25	Security for Performance	22
	25.1 General Requirements	22
	25.2 Bond Requirements	22
	25.3 Replenishing Security	23
	25.4 Security Amount Increases	23
Section 26	Books and Records; Gross Revenue Reports; Inspections and Audits	23
	26.1 Record Keeping and Retention	23
	26.2 Gross Revenue Reports	23
	26.3 Records Request by City	23
	26.4 Inspections and Audits	23
	26.5 Audit Findings and Expenses	24
	26.6 Request for Additional Information	24
Section 27	Severability	24
Section 28	No Third Party Beneficiary	24
Section 29	Effect of Compliance Inspections	25
Section 30	Notices	25
Section 31	Force Majeure	25
Section 32	Construction of Agreement	26
Section 33	Governing Law; Jurisdiction; Attorney's Fees	26
Section 34	Binding Effect	26
Section 35	Compliance with Federal, State and Local Laws; PUC Tariffs	26
Section 36	Survival of Provisions	26
Section 37	Time of the Essence	26
Section 38	Complete Agreement; Modification	27
Section 39	Additional Representations and Warranties	27
Section 40	Disclosure of Principals	28

FRANCHISE AGREEMENT

This Franchise Agreement ("this Agreement") is executed to be effective the 1st day of January, 2011 by and between the City of Las Vegas, Nevada, a municipal corporation ("City"), and Southwest Gas Corp., a California corporation ("Franchisee").

WHEREAS, the City is a municipal corporation duly incorporated within the State of Nevada and authorized, pursuant to the City Charter and applicable provisions of the general laws of the State of Nevada, to enter into this Agreement; and

WHEREAS, Franchisee has applied for a franchise for the purpose of constructing, installing, operating and maintaining a Gas Distribution System in the Rights-of-Way within the corporate limits of the City; and

WHEREAS, the City Council has adopted a resolution setting forth the name of the applicant for and the purpose, character, terms, time and conditions of the proposed franchise and the date, time and place of a public hearing on the question of the advisability of granting said proposed franchise to Franchisee; and

WHEREAS, said application coming on regularly for hearing on the ____ day of _____, 2010, and it appearing by an Affidavit of Publication that due and legal notice of the filing of said application, and of the filing of the date, time and place for consideration of the same, had been given by publication of that Resolution adopted by the City Council in the Las Vegas Review Journal, a newspaper of general circulation with the City, to-wit:

In the issues of said newspaper published on the ___ day of _____,

2010 and the ___ day of _____, 2010; and

WHEREAS, the City Council, in the exercise of its lawful power has determined that it is in the best interests of the residents of the City that a franchise be granted, subject to the terms and conditions hereafter set forth.

NOW THEREFORE, in consideration of the premises, covenants and conditions herein contained, the parties hereby agree as follows:

Section 1. Definitions.

For purposes of this Agreement, the following terms, phrases, words and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended. Words used in the present tense include the future tense, words in the plural sense include the singular sense and words in the singular sense include the plural sense. The words "shall" and "will" are mandatory, and "may" is permissive.

"ADA" means the Federal Americans with Disabilities Act, as amended from time to time.

"Affiliate" means: (a) any person having, directly or indirectly, a controlling interest in Franchisee; (b) any person in which Franchisee has, directly or indirectly, a controlling interest; or (c) any person that, directly or indirectly, is controlled by a third party which also directly or indirectly controls Franchisee; provided that "Affiliate" shall not mean any creditor of Franchisee solely by virtue of its status as a creditor but which is not otherwise affiliated by reason of owning a controlling interest in, being owned by, or being under common ownership or control with Franchisee.

"Business License" means the written authorization of the City to engage in the business for which the license was issued.

"City" means the City of Las Vegas, Nevada, a municipal corporation of the State of Nevada in its incorporated form or in any subsequent consolidated, reorganized, enlarged or reincorporated form.

"City Council" means the elected governing body of the City.

"City Manager" means the person appointed by the City Council to perform such administrative functions of the City government as may be required of him or her by the City Council or City Charter, or his or her designee.

"Code" or "City Code" means the Las Vegas Municipal Code, as amended from time to time.

"CPI-U" means the Consumer Price Index, All Urban Consumers for All Items, U.S. City Average (1982-84 = 100), as published by the U.S. Department of Labor.

"Director" means the Director of the City's Public Works Department or any successor department, or his or her designee.

"Easement" means an interest in and the right to use the real property of another, but not including licenses or leases.

"Effective Date" means January 1, 2011, the effective date of this Agreement.

"Emergency" means those conditions which are not in the control of Franchisee, including but not limited to natural disasters, civil disturbance and severe weather, and which require immediate action by Franchisee in order to protect the public health and safety.

"Facility" or "Facilities" means all transmission and distribution systems used or useful in providing Natural Gas Service, including but not limited to gas mains, gas lines, laterals, pipes, pumps, compressors, regulators, meters, vaults, valves, manholes, towers, wires, supports, conductors, cables, instruments, equipment, appliances, attachments, fixtures, appurtenances, communication circuits and any other property to be located in, upon, along, across, under or over the Rights-of-Way for purposes of providing Natural Gas Service.

"Franchise" means the nonexclusive privilege granted by the City to Franchisee to construct, operate and maintain its Gas Distribution System in the Rights-of-Way.

"Franchise Area" means the area within the jurisdictional boundaries of the City and any area annexed by the City during the term of this Agreement.

"Franchisee" means Southwest Gas Corporation, a California corporation, and its permitted successors or assigns.

"Gas Distribution System" means any Facilities in the Rights-of-Way, in whole or in part used to provide Natural Gas Service.

"Gas Service" or "Natural Gas Service" means the transmission, distribution, provision and sale of natural gas in the Franchise Area through a Gas Distribution System located in the Rights-of-Way.

"Gross Revenue" means all cash, credits, property or other consideration of any kind or nature arising from, attributable to, or in any way derived directly or indirectly by Franchisee or its Affiliates from the operation of Franchisee's Gas Distribution System in the City, including but not limited to charges (however denominated) for: (a) sales of natural gas to customers, including basic service charges, delivery charges, gas usage charges and metering charges; (b) installations, connections, disconnections or changes of service; (c) same day service or other special services; (d) penalties or charges for late payments or for checks returned from banks; (e) recoveries of bad debts previously written off and from the sale or assignment of bad debts; and (f) revenue received for Franchisee's distribution of natural gas supplied by third parties for sale within the Franchise Area. "Gross Revenue" shall not include: (a) any revenue from the interstate sale of natural gas to a provider of electric energy that holds a certificate of public convenience and necessity issued by the PUC; (b) any Business License or Franchise fees collected hereunder by Franchisee from its customers; or (c) any taxes on services furnished by Franchisee which are imposed directly on any customer or user by the State, the City or other governmental entity and which are collected by Franchisee on behalf of such governmental unit.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Person" means a natural person or any form of business or social organization, including but not limited to an estate of a natural person, corporation, limited liability company, general partnership, limited partnership, trust or any other form of legal entity.

"Public Improvement" means any improvements for roadways, pavement, sidewalks, curbs, gutters, landscaping, street lights, foundations, poles, traffic signals, conduits, water mains, sanitary and storm sewers, tunnels, subways, people movers, viaducts, bridges, underpasses, overpasses, public buildings or structures, or other public installations or improvements which are to be used by or for the benefit of the general public.

"PUC" means the Nevada Public Utilities Commission, and its predecessors and successors.

"Rights-of-Way" means the surface of, and the space above and below, any and all public highways, streets, roads, alleys, avenues, tunnels and parkways (including Easements created or reserved in favor of the City for road, public sewer, drainage, traffic control, street lighting and trail purposes in any patent granted by the United States of America, or in any other recorded map, plat or recorded document), as the same now or may hereafter exist within the City, including State highways now or hereafter established within the City to whatever extent the City may have jurisdiction to authorize the use of same for the purposes herein specified.

"Transfer" or "Assignment" means any transaction in which: (a) any ownership or other right, title or interest of more than 5% in Franchisee or its Facilities is transferred, sold, assigned, leased or sublet, directly or indirectly, in whole or in part; (b) there is any change or transfer of control of Franchisee or its Facilities; (c) the rights or obligations held by Franchisee under this Agreement are transferred, directly or indirectly, to another party; or (d) any change or substitution occurs in the managing general partners of Franchisee, if applicable. A "Transfer" or "Assignment" shall not include a mortgage, pledge or other encumbrance as security for money owed.

Section 2. Term.

This Agreement shall commence on the Effective Date and shall supersede all prior franchise agreements between the parties, including the parties' Franchise Agreement dated October 17, 1984 and the parties' Renewal of Franchise Agreement dated October 21, 2009. This Agreement shall continue in full force and effect through the last day of December, 2025, or until the earliest date on which any of the following occurs: (a) Franchisee surrenders or abandons its Franchise; (b) This Agreement is terminated for noncompliance by Franchisee with the terms and conditions imposed herein or with such reasonable restrictions, limitations and regulations as the City may from time to time impose by ordinance; or (c) Franchisee's corporate existence expires without renewal. This Agreement shall not terminate solely by reason of a merger, sale or other consolidation if the PUC approves such merger, sale or other consolidation and a successor to Franchisee assumes the obligations of Franchisee hereunder pursuant to Section 21 below.

Section 3. Non-Exclusivity; Reservation of Rights by City.

The Franchise granted by this Agreement is not exclusive, and the City hereby reserves the right, power and authority to grant similar rights, privileges, permission and authority to any person at any time. The City reserves the right to acquire, construct, own, operate and maintain a Gas Distribution System to serve all or any portion of the City at any time during the term of this Agreement, and to fully exercise such right in accordance with applicable law.

Section 4. Grant of Franchise.

Subject to the terms and conditions of this Agreement and applicable City ordinances, the City hereby grants Franchisee the right to own, construct, operate and maintain a Gas Distribution System along the Rights-of-Way within the Franchise Area, for the sole purpose of

providing Gas Service for which it holds a certificate of public convenience and necessity issued by the PUC. Franchisee is authorized to allow third parties, including Affiliates, to use capacity in its Gas Distribution System for purposes of providing Gas Service.

Section 5. Limitations on Grant of Franchise.

5.1 Gas Service Only. No privilege or exemption is granted by or to be inferred from this Agreement except those specifically described herein. Nothing in this Agreement shall be construed as authorizing Franchisee to use, or permit the use of, any portion of its Gas Distribution System for any purpose other than those reasonably necessary for the provision of Gas Service.

5.2 No Acquisition of Property Rights. Subject to Section 13.2 below, Franchisee shall not acquire any vested right or interest in any particular Rights-of-Way location for its Facilities, regardless of whether the location of any such Facilities was approved by the City.

Section 6. ADA Requirements.

Any of Franchisee's Facilities that are installed in the Rights-of-Way after the Effective Date or that are altered after the Effective Date, such that application of the ADA is triggered, shall comply with the requirements of the ADA, as amended from time to time. With respect to any of Franchisee's existing Facilities located in Rights-of-Way that prevent disabled persons' use of and access to buildings, structures, sidewalks, streets, alleys or other paths of travel in violation of ADA requirements, Franchisee shall, upon the City's request, meet with the City to coordinate and establish plans and time frames for removal of access barriers caused by such Facilities. Within 30 days of the Franchisee's receipt of a complaint from the City identifying Facilities that may cause access barriers in violation of the ADA, Franchisee and the City shall meet to review the complaint and determine an appropriate response and required repair, if any. If repair is required, the parties shall establish plans and time frames for the repair, which shall be at Franchisee's sole cost. Franchisee's scope of work shall consist of the removal and/or relocation of Facilities.

Section 7. Franchisee's Use of City Property.

Nothing in this Agreement authorizes Franchisee to attach any part of its Facilities to any City property, or otherwise use any City property, located within or outside of the Rights-of-Way, until and unless Franchisee enters into a separate written agreement with the City for such use.

Section 8. Third Parties' Use of Franchisee's Facilities.

Franchisee shall, upon request, promptly provide the City with a list of all third parties currently authorized to use any of Franchisee's Facilities in the Rights-of-Way and with copies of all agreements concerning the use of Franchisee's Facilities by third parties.

Section 9. Construction Requirements; Permits; Emergencies; Restoration.

9.1 Permits Required; Fees. Subject to Section 9.2 below, prior to the installation, construction, reconstruction, replacement, extension or relocation of any portion of its Gas Distribution System, Franchisee shall apply for and obtain from the City all applicable permits. Franchisee shall pay all applicable fees required for such permit. The City shall issue such permits to Franchisee on such conditions as are reasonable and necessary to ensure compliance with the terms and conditions of this Agreement.

9.2 Emergency Work. If there is an Emergency requiring immediate work relating to Franchisee's Facilities in the Rights-of-Way, Franchisee may begin such work without first obtaining all applicable permits, provided that Franchisee shall: (a) notify the Director as promptly as is reasonably possible after learning of the need for Emergency work; (b) subsequently apply for all permits that otherwise would have been required for non-Emergency work no later than 10 days after completing the Emergency work; (c) pay all applicable fees for such permits; and (d) restrict any work performed in the Rights-of-Way prior to obtaining all permits to Emergency work.

9.3 Construction Hours. The Director may require through any permitting process that any construction affecting lane closures shall, as often as practicable, be performed after 6:30 p.m. and before 6:00 a.m. No such work shall be performed from 7:00 a.m. to 9:00 a.m. or from 4:00 p.m. to 6:00 p.m. without the prior written consent from the Director, except for Emergency work performed in accordance with Section 9.2 above.

9.4 Pre-Construction Requirements. Prior to performing any construction work in the Rights-of-Way, Franchisee shall: (a) notify the Director and comply with any special conditions relating to location, scheduling, coordination and public safety; (b) submit and obtain approval of a traffic barricade plan, and pay all applicable fees for plan approval or renewal, if any motor vehicle traffic lane, paved shoulder, parking lane, or sidewalk area will be obstructed; (c) file maps and drawings showing existing construction and the location of any new construction or extension of Facilities, including, for conduit, showing its size, location, burial depth and configuration, the trench backfill material and width, and the method of pavement restoration; and (d) participate in the "Call Before You Dig" program set forth in NRS Chapter 455.

9.5 Limitations on Use of Medians and Sidewalks. Franchisee shall not, without the prior written consent of the Director, place any Facilities in the median portion of any roadway or sidewalk area, or within the median portion of any roadway or sidewalk area that is proposed in a City-adopted master plan.

9.6 Workmanlike Manner; Engineer's Seal. Franchisee shall install, use and maintain all of its Gas Distribution System in a good, workmanlike manner and in accordance with good engineering practices, and in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations from time to time in effect, including but not limited to the "Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area" and "Uniform Standard Drawings for Public Works Construction Improvements, Clark County Area." Whenever designs prepared for Franchisee's Facilities are not covered by the improvement standards specified in Title 13 of the City Code, such designs must be approved by the Director and bear the seal of a Nevada registered professional engineer.

9.7 Safety and Quiet Enjoyment of Property. Franchisee shall install, use and maintain all of its Gas Distribution System in such a manner as to avoid unreasonable danger to persons and property and as to cause minimum interference with the proper use of public roads or with any reasonable use and enjoyment of adjacent property by owners.

9.8 Interference with Public Improvements. The installation, use and maintenance of Franchisee's Gas Distribution System in the Rights-of-Way shall be in a manner so as not to interfere with the placement, construction, use and maintenance of any Public Improvement for the benefit of the City, the Las Vegas Valley Water District, the City's Sanitation District, or any other entity governed by the City Council.

9.9 Interference with Other Utilities' Facilities. Franchisee shall not install, use or maintain any of its Gas Distribution System in such a manner as to damage or interfere with any facilities (including non-Gas Service facilities) of another utility, or any traffic, sewer or drainage facilities, located in the Rights-of-Way.

9.10 Trenchless Technology. Franchisee shall not use trenchless technology in the placement of its Facilities unless the Director, in his or her reasonable discretion, approves such work in writing. Franchisee shall comply with permit requirements pursuant to Section 9.1 above for any work involving trenchless technology.

9.11 Notice to City. Except in the case of an Emergency, Franchisee shall, not less than 14 days prior to the commencement of any work that involves excavation in the Rights-of-Way, notify the Director and any appropriate utility coordinating committee for purposes of utility location. Minimum notice to the City shall be by telephone communication or in person prior to any work, followed by written notice as soon as practical. Franchisee shall provide advance notice so as to not disrupt services of the City or any other person using the Rights-of-Way and to allow the City to place any inspector it may deem necessary at the site of the project.

9.12 Notice to Adjoining Property Owners. Except in the case of an emergency, before commencing a project for which Franchisee or its contractor has pulled a permit for work in Rights-of-Way upon which residential property is located or is adjacent thereto, Franchisee shall notify such residents of the project at least five days prior to the date on which Franchisee proposes to commence construction. Notice shall be in writing by one of the following methods: in person, by posted notice on the Rights-of-Way where the project is scheduled to be built (which notice shall be capable of being read by passing motorists), by door hanger, or by mail, with a description of the project, the name of Franchisee and Franchisee's telephone number. Reasonable access to properties adjacent to the work area shall be maintained at all times.

9.13 Restoration of Rights-of-Way. After the installation, construction, relocation, maintenance, removal or repair of any of Franchisee's Facilities in the Rights-of-Way, Franchisee shall, at its own expense, restore the surface of the Rights-of-Way and other City property which may be disturbed or damaged by such work, to at least the same condition as it was in immediately prior to any such work. The City shall have the final approval of the condition of the Rights-of-Way and any other City property after restoration pursuant to the provisions of applicable City Codes, ordinances, regulations, standards and procedures, including the "Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area" and "Uniform Standard Drawings for Public Works Construction Improvements, Clark County Area", as amended. If Franchisee's restoration work is not completed within a reasonable time, or if such work does not meet the City's standards, the City shall have the right to perform the necessary restoration work, through its own forces or through a contractor, and Franchisee shall reimburse the City for its expenses in so doing no later than 30 days after Franchisee's receipt of the City's invoice for such work.

9.14 Temporary Asphalt. Franchisee may use temporary asphalt in connection with any restoration work performed pursuant to Section 9.13 above, provided that such asphalt shall not remain in place any longer than 14 days following the installation of the temporary asphalt, unless otherwise approved by the Director in his or her reasonable discretion. If any temporary asphalt remains in place longer than such 14-day period, the City shall have the right to replace the temporary asphalt with permanent asphalt, through its own forces or through a contractor, and Franchisee shall reimburse the City for its expenses in so doing no later than 30 days after Franchisee's receipt of the City's billing for such expenses.

9.15 Survey Monuments. All survey monuments which are disturbed or displaced by Franchisee in its performance of any work under this Agreement shall be referenced and restored by Franchisee no later than 30 days after such disturbance or disruption in accordance with all pertinent Federal, State and local standards and specifications. Franchisee shall notify the Director no later than seven days after such restoration work is completed in order to allow verification of the new monument by the City.

Section 10. Work by Others; Adjacent Property Owners.

10.1 City and Other Utilities. The City reserves the right to lay and permit to be laid sewer, drainage, gas, water, electrical, telecommunications, video service and other pipe lines, cables and conduits, and to do and permit to be done any underground and overhead work, and any attachment, restructuring or changes in aerial facilities that the City requires in, across, along, over or under any Rights-of-Way occupied by Franchisee, and to change any curb or sidewalk or the grade of any street. The City also reserves the right to lay, construct, erect, install, use, operate, repair, remove, relocate, re-grade, widen, realign or maintain any public roads or any surfaces or subsurface improvements. In allowing work to be performed, the City shall not be liable to Franchisee for any damages, except those caused by the willful misconduct or negligence of the City; provided, however, nothing herein shall relieve any other person or entity, including any contractor, subcontractor or agent of the City, from liability for damages to Franchisee.

10.2 Adjacent Property Owners' Use. If the City authorizes an adjacent landowner to occupy space under the surface of any Rights-of-Way, such grant to the landowner shall be subject to the rights herein granted to Franchisee.

Section 11. Undergrounding of Facilities.

Franchisee acknowledges that the City desires to promote a policy of undergrounding of Facilities within the Franchise Area. Franchisee shall comply with the City's Undergrounding Ordinance (LVMC Chapter 13.52) and shall cooperate and participate with the City in the formulation of policy and development of an underground management plan with respect to any of Franchisee's Facilities in the City.

Section 12. Relocation of Facilities.

12.1 Removal or Relocation Required. Subject to Franchisee's rights under this Agreement, including Section 13 below, upon written notice from the City, Franchisee shall, at its own expense, remove, relocate or reconstruct any portion of its Facilities as may be reasonably necessary to accommodate the rights reserved by the City herein.

12.2 Permits. Franchisee shall obtain a permit as required by Section 9.1 above prior to removing, relocating or reconstructing any Facilities as required herein. To the extent that removal, relocation or reconstruction is required by the City for a Public Improvement project, the City shall waive the permit fee.

12.3 Notice to Relocate; Scheduling of Work.

(A) Upon initiation of a new Public Improvement project (the "Project"), the City shall notify Franchisee in a timely manner of the general scope of the Project and the general requirement to remove, relocate or reconstruct its Facilities. Within 30 days after receiving the 30% design phase plans, Franchisee shall identify all known utilities on the plans and provide supporting documentation for any prior-rights claims subject to Section 13 below.

(B) At the 70% design phase, the City shall provide Franchisee with plans for the project, including but not limited to applicable current and future grades, channel and storm drainage, current and future utility locations and depths, trails, bridges, walls, and other designs and construction plans for the Project. Within 30 days after receiving the 70% design phase plans, Franchisee shall meet with the City and establish a time schedule (the "Schedule"), mutually agreeable to the parties and reasonable in the circumstances, given the nature and scope of the work required for removal, relocation or reconstruction of said Facilities and based on standard practices in the construction industry. The City shall reduce the Schedule to writing and shall provide Franchisee with a copy thereof.

(C) Upon completing the 90% design phase, the City shall notify Franchisee of the requirement to commence removal, relocation or reconstruction of its Facilities (the "Notice"). Franchisee shall complete all removal, relocation and reconstruction work required by this Section 12 as soon as is reasonably possible, but in any event no later than four months after receiving the Notice, unless the Director, in his or her reasonable discretion, determines that a longer Schedule is required.

(D) If Franchisee identifies a recommended location for its relocated Facilities within the Rights-of-Way, the Director shall provide that location or a reasonable alternate location within the Rights-of-Way, if sufficient space is available.

12.4 Revisions in Scope of Work; Extensions of Time. If, following the delivery of the Plans for a Project in equivalent to 100% of final design, there is a substantial change in the scope of the removal, relocation or reconstruction work related to the Project, or other circumstances beyond the control and without the fault or negligence of Franchisee, including but not limited to changes in elevation or changes affecting Rights-of-Way alignment and widths of alignment, the City shall notify Franchisee of the substantial changes within 14 days of such substantial change. Based on the substantial changes, Franchisee may seek an extension of the Schedule by written application submitted to the Director along with relevant supporting information. The Director shall grant such request if he or she determines additional time is required due to circumstances beyond the control and without the fault or negligence of Franchisee, such as: (a) changes or revisions in the Plans which alter Franchisee's work subsequent to delivery of the

Plans; (b) changes in required equipment or supplies or the delays in the delivery of such equipment and supplies; (c) changes in the scope of the work that must be completed by Franchisee; (d) failure by others to timely complete work that must be completed as a pre-condition for Franchisee to complete its work; (e) inability to use Rights-of-Way or to secure necessary Easements for the relocated Facilities; and (f) interference by others with Franchisee's work. If the request for extension of time is denied, Franchisee may appeal the denial to the City Council by giving written notice to the City Manager within14 days from the receipt of the Director's notice of denial. The decision of the City Council shall be final.

12.5 Emergency Relocation, Costs and Contact Number. If an emergency posing a threat to public safety or welfare requires the relocation of Franchisee's Facilities, the City shall give Franchisee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Franchisee shall, at its own expense, respond as soon as reasonably practicable to relocate the affected Facilities. Franchisee shall at all times keep the City informed of Franchisee's contact persons for emergencies and their telephone numbers where they can be reached 24 hours a day.

12.6 Relocation Upon Third Party Request. The City shall not require Franchisee to relocate any of Franchisee's Facilities for the benefit of a third party other than the Las Vegas Valley Water District, the City's Sanitation District, or any other entity governed by the City Council, or in an unreasonable or arbitrary manner; provided that the City may require Franchise to relocate Franchisee's Facilities pursuant to interlocal agreements with other governmental entities for purposes of projects that have direct benefits to the City or any third party specified in this Section 12.6. The City and Franchisee shall cooperate on the planning for the relocation and selection of a new location for any Facilities to reasonably minimize the costs of such relocation.

12.7 Costs of Relocation at Third-Party's Request. Whenever any third party other than a governmental entity or agency covered by Section 12.6 above (hereafter referred to as a "Non-Governmental Third Party" in this subsection) requires the relocation of Franchisee's Facilities to accommodate work of the Non-Governmental Third Party within the Franchise Area, Franchisee shall have the right as a condition of any such relocation to require payment by the Non-Governmental Third Party to Franchisee, at times and upon terms acceptable to Franchisee, for any and all costs and expenses incurred by Franchisee in the relocation of its Facilities. This Section 12.7 shall apply to any request by the City on behalf of or for the benefit of a Non-Governmental Third Party, including but not limited to any condition or requirement imposed by the City pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction or other development regulation.

12.8 Removal by City; Damages. If Franchisee fails to remove or relocate its Facilities as required by this Section 12, the City may remove or relocate such Facilities and

charge the cost of removal or relocation to Franchisee. The City shall not be held liable for any losses or damages resulting from the City's removal or relocation of such Facilities. In addition to any other remedy for damages provided in this Agreement, the City may recover from Franchisee actual third-party damages incurred by the City if Franchisee fails to complete the reconstruction, removal or relocation of its Facilities within the Schedule established pursuant to Section 12.3 above.

12.9 Cooperation. The City and Franchisee will cooperate whenever possible on the planning for the relocation and selection of a new location for any of Franchisee's Facilities to minimize the cost of such relocation.

12.10 State Contributions Not Affected. Nothing in this Agreement shall be construed to prohibit or restrict payment to Franchisee from the State of Nevada from Federal funds for relocation of any portion of Franchisee's Gas Distribution System pursuant to the provisions of NRS 408.407.

Section 13. Franchisee's Prior Rights.

13.1 Relocation Costs. Notwithstanding any other provision of this Agreement to the contrary, if the City requires Franchisee to relocate any Facilities that are located in the Rights-of-Way and (a) Franchisee holds an Easement on which such Facilities are located, including but not limited to an Easement or a patent for utility use granted by the United States Bureau of Land Management, or (b) the Facilities were installed in such location prior to the time at which such location was dedicated to or otherwise acquired by the City as Rights-of-Way, the City shall be responsible for Franchisee's actual costs of relocating such Facilities pursuant to Section 12 above. Franchisee shall not be required to relocate such Facilities until such time as the City Council has approved the expenditures for such relocation, and the City shall pay Franchisee's actual costs of relocation no later than 60 days after receipt of Franchisee's invoice for such costs.

13.2 Replacement Easements. If the City requires Franchisee to relocate any Facilities that are located in the Rights-of-Way on an Easement held by Franchisee, the City shall grant Franchisee a replacement Easement within the Rights-of-Way or acquire on Franchisee's behalf a replacement Easement outside the Rights-of-Way if there is not space within the Rights-of-Way for relocation. If the Facilities are not located on an Easement held by Franchisee but Franchisee has prior rights pursuant to clause (b) in Section 13.1 above, the City shall not be required to grant or acquire a replacement Easement on behalf of Franchisee as a condition of Franchisee's relocation pursuant to this Section 13. If, at the City's request, Franchisee relinquishes an Easement it holds in the Rights-of-Way which does not have Franchisee's Facilities located thereon, Franchisee shall not be required to relinquish such Easement until the City has either granted Franchisee an acceptable replacement Easement within the Rights-of-Way or has compensated Franchisee the fair market value for its Easement. All other provisions of Section

12 above shall apply to Franchisee's work in performing the relocation of any Facilities covered by this Section 13.

Section 14. Coordination of Excavations.

Franchisee and the City shall make reasonable, good faith efforts to coordinate any construction work that either may undertake in the Rights-of-Way so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other party and other utilities within the Franchise Area informed of its intent to undertake such construction work. Franchisee and the City shall exercise reasonable efforts to minimize any delay or hindrance to any construction work undertaken by the other party or other utilities in the Rights-of-Way.

Section 15. Noncompliant or Unused Facilities; Correction, Removal or Abandonment.

15.1 Noncompliant Facilities. If Franchisee installs any Facilities in the Rights-of-Way without complying with the terms of this Agreement, the Director may: (a) allow Franchisee to maintain such Facilities in the Rights-of-Way by correcting any noncompliance issues with regard to their installation; (b) require such Facilities to be removed; or (c) require such Facilities to be abandoned in place. If the Director requires the removal or abandonment of noncompliant Facilities, Franchisee shall, no later than six months after receiving notice requiring the removal or abandonment, and subject to standard permitting requirements, complete such removal or abandonment. If the Director does not require noncompliant Facilities to be abandoned, Franchisee shall be required to pay all applicable permit fees for such Facilities in accordance with the City's standard fee schedules in effect at such time as Franchisee corrects its noncompliance or removes such Facilities; provided that such fee requirements apply only to permit fees applicable to construction work in the Rights-of-Way. This subsection does not create, or authorize the Director to establish, any new linear-foot or other Rights-of-Way occupancy fee for Franchisee's Facilities.

15.2 Unused Facilities. If any of Franchisee's Facilities in the Rights-of-Way are no longer used or usable by Franchisee in providing Gas Service, Franchisee shall, no later than 30 days after such Facilities become unused or unusable, notify the Director in writing that Franchisee will no longer use the Facilities.

15.3 Restoration. Franchisee shall promptly restore all Rights-of-Way from which Facilities have been removed pursuant to this Section 15 in accordance with Section 9.13 above.

Section 16. Business License; License Fees and Franchise Fees.

Franchisee shall at all times maintain a valid, unexpired Business License and pay all applicable Business License fees in accordance with the City Code. If the Business License fee provisions of the City Code relative to Franchisee are, at any time and for any reason, repealed or

determined to be invalid or unenforceable, Franchisee shall pay the City a Franchise fee in lieu of a Business License fee as compensation for its use of the Rights-of-Way, which shall be 5% of Franchisee's Gross Revenue as defined in this Agreement. All fees paid by Franchisee pursuant to this Section 16, whether designated as Business License or Franchise fees, shall be collected from Franchisee's customers, including all collections from governmental entities of the State which receive Gas Service in the Franchise Area, as provided in NRS 354.59887 (as amended) and Chapter 6.67 of the City Code (as amended).

Section 17. Conflicts between City Code and Agreement.

The provisions of this Agreement and the City Code are intended to be and shall be construed, to the maximum extent possible, to be consistent with and/or supplemental to each other. In the event of any irreconcilable conflict between any provisions of this Agreement and the Code, the Code provisions shall control, provided that Franchisee receives notice and an opportunity to be heard. Franchisee reserves all of its rights to participate in the process of any future City Code amendments that may affect this Agreement and the right to challenge the legality of any City Code provisions on the grounds that such amendments were adopted in violation of applicable laws. No amendment or City Council action shall be effective if it attempts to change the term of this Agreement specified in Section 2 above without Franchisee's consent.

Section 18. Public Records.

Franchisee acknowledges that information submitted to the City is open to public inspection and copying under Nevada Public Records Law, Chapter 239 of the NRS. Franchisee reserves all of its rights to take legal action to prevent the public disclosure of such information pursuant to the Public Records Law or other applicable laws.

Section 19. Records of Installation and Planning.

19.1 Potential New Facilities. Upon the City's reasonable request, Franchisee shall provide to the City copies of any plans prepared by Franchisee for potential improvements, relocations and conversions of its Facilities within the Franchise Area. Any such plans so submitted shall be for informational purposes only and shall not obligate Franchisee to undertake any new Facilities in the Franchise Area.

19.2 "As-Built" Drawings. Upon reasonable notice, the City may inspect Franchisee's drawings and maps at Franchisee's offices in the Las Vegas Valley area. At no cost to the City, Franchisee shall supply the City with a set of "as-built" drawings of its Facilities related to Public Improvement projects. The drawings shall be submitted in the best available format which Franchisee is currently using at the time of the City's request and shall be delivered in both paper and electronic forms, if available to Franchisee. Such additional drawings remain the property of Franchisee and are to be held confidential for public safety and security concerns, are for the internal use of the City, and shall not be provided to third

parties unless the third party is working for the City on related matters and the third party signs a confidentiality and non-disclosure agreement, subject to the requirements of public records disclosure laws.

19.3 Location Drawings. Upon the City's request, Franchisee shall provide to the City copies of available drawings in use by Franchisee showing the location of its Facilities at specific locations within the Franchise Area. As to any such drawings so provided, Franchisee does not warrant the accuracy thereof and, to the extent the locations of Facilities are shown, such Facilities are shown in their approximate location.

19.4 Public Improvement Projects. Upon the City's request, in connection with the design of any Public Improvement project, Franchisee shall verify the location of its underground Facilities in the Franchise Area in accordance with the requirements of applicable law, and Franchisee may, in the City's discretion, excavate (e.g. pothole) to locate such Facilities, at no expense to the City, except where required by PUC tariffs. If Franchisee performs such excavation, the City shall not require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

19.5 Use of Drawings. Any drawings or information concerning the location of Franchisee's Facilities provided by Franchisee shall be used by the City solely for management of the Franchise Area, exercising due care for Franchisee's safety and security concerns.

19.6 Disclosure of Location of Utility Facilities. Notwithstanding the foregoing, nothing in this Section 19 shall be construed to relieve either party of its obligations arising under applicable law with respect to determining the location of utility facilities.

Section 20. Right of Acquisition of Facilities.

This Agreement shall in no way impair or affect the right of the City to acquire the property of Franchisee, either by purchase or through the exercise of eminent domain, and nothing herein contained shall be construed to contract away, modify or abridge the City's right to exercise the power of eminent domain.

Section 21. Transfers and Assignments.

The following conditions shall apply for any Transfer or Assignment of this Agreement or Franchisee's Facilities:

(A) Franchisee shall give written notice to the City of its intent to sell, transfer, assign, lease or otherwise dispose of, in whole or in part, voluntary or involuntary, any of the rights, privileges, permission or authority granted pursuant to the provisions of this Agreement.

(B) The intended buyer, transferee, assignee or lessee must hold a valid, unexpired City Business License and furnish the same information required of other franchise applicants pursuant to the City Charter and City Code.

(C) If Franchisee holds a certificate of convenience and necessity issued by the PUC, and a transfer of such certificate has been approved by the PUC, this Agreement may be transferred or assigned to the same person to whom such certificate was transferred by the PUC without the prior approval of the City, provided that: (1) the transferee must obtain a valid City Business License within 30 days of the transfer by the PUC; and (2) Franchisee and its transferee must provide a notarized document to the City acknowledging a Transfer or Assignment for purposes of this Agreement and the assumption by the transferee of all terms and conditions of this Agreement, including all obligations and defaults under this Agreement occurring prior to the Transfer or Assignment (whether known or unknown), signed by Franchisee's and its transferee's duly authorized officers, on a form approved by the City Manager.

Section 22. Default; Liquidated Damages, Revocation and Other Remedies.

22.1 In General. Except for causes beyond the reasonable control of Franchisee, if Franchisee fails to comply with any of the conditions and obligations imposed hereunder, the City shall deliver to Franchisee a reasonably detailed written notice describing the default on the part of Franchisee. If Franchisee fails to correct such default within 30 days or such other period as may be applicable pursuant to Section 22.2 below, the City shall have the right to assess liquidated damages pursuant to Section 22.3 below or to revoke this Franchise pursuant to Section 22.4 below.

22.2 Conditions Beyond Franchisee's Reasonable Control. If the nature of a violation is such that it cannot be fully cured within 30 days, the period of time for Franchisee to cure the violation shall be extended for such additional time as is reasonably necessary to complete the cure, provided that Franchisee promptly begins its efforts to cure and diligently pursues such efforts to cure.

22.3 Liquidated Damages. If a violation has not been cured within the time allowed under this Section 22, Franchisee shall be liable for liquidated damages as follows:

(A) Failure to comply with the requirements of the City Code, the provisions of this Agreement, or any valid construction permits concerning Franchisee's usage of the City's Rights-of-Way, resulting in actual impediments to use of the Rights-of-Way for construction work, vehicular traffic, pedestrian traffic or other lawful uses, including but not limited to failure to complete any removal, relocation or reconstruction of Franchisee's Facilities within the time limits specified by Section 12

above: Five Hundred Dollars ($500.00) per day for each day such failure continues.

(B) Failure to comply with any other provisions of this Agreement, including but not limited to failure to promptly provide data, documents, reports or information to the City, or to provide insurance or security for the performance of Franchisee's obligations hereunder: Two Hundred and Fifty Dollars ($250.00) per day for each day such failure continues.

22.4 Revocation. After providing notice and an opportunity for Franchisee to be heard, and a reasonable opportunity to cure any default pursuant to Sections 22.1 and 22.2 above, the City Council may terminate this Agreement if it determines that Franchisee:

(A) Has not maintained the insurance required by Section 24 below;

(B) Has not maintained the security required by Section 25 below;

(C) Has failed to pay any Business License fees due under the City Code;

(D) No longer holds a Business License;

(E) No longer holds a certificate of public convenience and necessity from the Nevada Public Utilities Commission, or any successor agency, if such certificate is required by State law;

(F) Has used a contractor that is not licensed by the State Contractors Board, or any successor agency, in performing any of its construction, installation or maintenance services on Franchisee's Facilities; or

(G) Has substantially failed to comply with the terms and conditions of this Agreement.

22.5 Nonexclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

22.6 Waiver. Each party reserves its rights to waive any specific breach of the terms and conditions imposed by this Agreement, and such waiver shall not be deemed to be continuous with respect to any future breaches on the part of the other party.

22.7 Denial of Permits. When in default of this Agreement, Franchisee may be denied further encroachment, excavation or similar permits until such time as Franchisee comes in compliance.

Section 23. Indemnification.

23.1 In General. To the maximum extent permitted by law, Franchisee, for itself and its agents, employees and subcontractors, and the agents and employees of any subcontractors, shall, at all times and its own expense, indemnify, hold harmless and defend the City and any of its elected or appointed officers and employees from all claims, demands, actions, damages, decrees, judgments, attorney fees, costs and expenses which the City or such elected or appointed officers or employees may suffer, or which may be recovered from or obtainable against the City or such elected or appointed officers or employees as a result of or arising out of the installation, use or maintenance by Franchisee of its Gas Distribution System, or the exercise by Franchisee of any of the rights, privileges, permission and authority conferred herein, or as a result of any alleged act or omission on the part of Franchisee in performing or failing to perform any of its obligations under this Agreement. Franchisee shall not be liable and shall not be required to indemnify or hold harmless the City for any damages caused by the negligence or intentional misconduct of any agents, servants or employees of the City.

23.2 Liability Not Limited. The amounts and types of required insurance coverage and security for performance specified in Sections 24 and 25 below shall in no way be construed as limiting the scope of indemnity or liability set forth in this Section 23.

23.3 No Recourse for City's Enforcement Actions. Franchisee shall have no recourse whatsoever against the City for any loss, cost, expense or damage arising out of the enforcement or lack of enforcement of any provision or requirement of any agreements with third parties concerning such parties' use of the Rights-of-Way.

23.4 Untimely Relocation of Facilities. Franchisee shall indemnify, hold harmless and defend the City and its elected or appointed officers and employees from claims for damages asserted by third parties against the City, including but not limited to costs, expenses, fees and the actual amount of damage asserted by third parties, arising from delays of construction, removal or relocation work of Franchisee beyond the time period provided for completion of such work by this Agreement, unless such delays are caused by the negligence or intentional misconduct of the City, its employees, or its elected or appointed officials.

23.5 Notice and Termination of Claim. If a claim covered by this Section 23 is received first by the City, the City shall promptly notify Franchisee of such claim. The parties will fully cooperate with each other in defense of such claim. The City shall not settle or otherwise compromise such claim without Franchisee's written consent. Any claim against the City that is settled or compromised by Franchisee shall contain written provisions in such settlement or compromise terminating with prejudice such claim against the City.

23.6 Procedures. The following procedures shall apply to all claims for indemnification under this Section 23:

(A) If the City receives notice of or has actual knowledge of a claim that it believes is covered by this Section 23, it shall by writing as soon as practicable:

(1) Inform Franchisee of such claim;

(2) Send to Franchisee a copy of all written materials the City has received asserting such claim; and

(3) Notify Franchisee that either the defense of such claim is being tendered to Franchisee or the City has elected to conduct its own defense for a reason set forth in Section 23.6(E) below.

(B) If the insurer under any applicable insurance policy accepts tender of defense, Franchisee and the City shall cooperate in the defense as required by the insurance policy. If no defense is provided by insurers under potentially applicable insurance policies, then Sections 23.6(C), (D), (E) and (F) below shall apply.

(C) If the defense is tendered to Franchisee, it shall, within 45 days of said tender, deliver to the City a written notice stating that Franchisee:

(1) Accepts the tender of defense and confirms that the claims are subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter;

(2) Accepts the tender of defense but with a "reservation of rights" in whole or in part; or

(3) Rejects the tender of defense if it reasonably determines it is not required to indemnify against the claim under this Section 23.

If such notice is not delivered within 45 days, the tender of defense shall be deemed rejected.

(D) If the City gives notice that a claim is being tendered to Franchisee under Section 23.6(A)(3) above, Franchisee shall have the right to select legal counsel for the City, and Franchisee shall otherwise control the defense of such claims, including settlement, and bear the fees and costs of defending and settling such claims. During such defense:

(1) Franchisee shall, at its own expense, fully and regularly inform the City of the progress of the defense and of any settlement discussions; and

(2) The City shall, at Franchisee's expense: (a) fully cooperate in said defense; (b) provide to Franchisee all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to the City; and (c) maintain the confidentiality of all communications between it and Franchisee concerning such defense.

(E) The City shall be entitled to select its own legal counsel and otherwise control the defense of such claims if:

(1) The defense is tendered to Franchisee, and it refuses such tender, fails to accept such tender within 45 days, or reserves any right to deny or disclaim such full indemnification thereafter; or

(2) The City at any time reasonably determines that: (a) a conflict exists between it and Franchisee which prevents or potentially prevents Franchisee from presenting a full and effective defense; (b) Franchisee is otherwise not providing an effective defense in connection with the claims; or (c) Franchisee lacks the financial capacity to satisfy potential liability or to provide an effective defense.

(3) The City may assume its own defense pursuant to this Section 23.6(E) by delivering to Franchisee written notice of such election and the reasons therefor. A refusal of or failure to accept a tender of defense may be treated by the City as a claim against Franchisee.

(F) If the City is entitled and elects to conduct its own defense pursuant hereto:

(1) All reasonable costs and expenses it incurs in investigating and defending claims for which it is entitled to indemnification hereunder shall be reimbursed by Franchisee; and

(2) The City shall have the right to settle or compromise any claims with Franchisee's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court, and with the full benefit of Franchisee's indemnity.

Section 24. Insurance.

24.1 General Requirements and Policy Limits. Franchisee shall at all times maintain insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Franchisee, its agents, representatives or employees. Franchisee shall provide evidence of an insurance certificate, together with an endorsement naming the City and its elected and appointed officers and employees as additional insureds, to the City for its inspection prior to the commencement of any work or installation of any Facilities pursuant to this Agreement or not later than 10 days after approval of this Agreement by the City Council, whichever comes sooner, and such insurance certificate shall evidence the following minimum coverages:

(A) General liability insurance, with minimum limits of Five Million Dollars ($5,000,000.00) per occurrence, which includes coverage for products liability, completed operations, blanket contractual liability and broad form property damage, including but not limited to coverage for explosion, collapse and underground hazard;

(B) Automobile liability insurance, with a minimum combined single limit occurrence of Five Million Dollars ($5,000,000.00), and which includes coverage for non-owned and hired automobile liability. Automobile liability insurance may be included as part of the general liability insurance; and

(C) Workers' compensation insurance in accordance with NRS Chapters 616A, 616B, 616C, 616D and 617.

24.2 Primary Insurance; Umbrella Policy. The minimum limits may be provided for through primary, general liability and automobile liability insurance policies or through the addition of an umbrella policy written in excess of such liability policies.

24.3 Certificate of Insurance. Any certificate of insurance required by this Section 24 shall provide as follows:

"The described policies and coverages in this certificate will not be canceled or modified before the expiration date thereof, without the issuing company giving 60 days written notice to the certificate holder and those named as additional insureds."

In the event of such cancellation or modification, Franchisee shall obtain and furnish to the City evidence of replacement insurance policies meeting the requirements of this Section 24 by the cancellation or modification date.

24.4 Form of Policies. Franchisee's insurance shall be provided by "occurrence", not "claims made," policies, unless the City, in its discretion, agrees to accept a claims-made policy. If insurance coverage is provided by a claims-made policy, Franchisee shall provide proof of coverage for "prior acts" and proof of coverage for claims reported within two years of any occurrence.

24.5 Policy Limit Increases. The insurance policy limits required by this Section 24 shall be adjusted after the Effective Date based upon the percentage of change in the CPI-U. Policy limit changes shall be effective as of March 1 following the fifth and tenth anniversary dates of this Agreement, and shall be based upon the percentage change in the CPI-U for the preceding five calendar years, provided that any change in policy limits shall be rounded to the nearest $250,000.

24.6 State Requirements. All primary and excess insurance obtained for meeting the requirements of this Section 24 must be provided in compliance with NRS Title 57, and any commercial insurance carrier providing any required coverage must have an A.M. Best rating of A-VII or higher.

Section 25. Security for Performance.

25.1 General Requirements. Franchisee shall at all times, as security for compliance with the terms of this Agreement and the City Code, provide security to the City in the form of either cash deposited with the City Manager, or an irrevocable pledge of certificate of deposit, an irrevocable letter of credit, or a performance bond, payable in each instance to the City in an amount of Five Hundred Thousand Dollars ($500,000.00), any or all of which may be claimed by the City as payment for fees, liquidated damages and penalties, and to recover losses resulting to the City from Franchisee's failure to perform its duties pursuant to this Agreement.

25.2 Bond Requirements. If bonds are used to satisfy these security requirements, they shall be in accordance with the following:

(A) All bonds shall, in addition to all other costs, provide for payment of reasonable attorneys' fees.

(B) All bonds shall be issued by a surety company authorized to do business in the State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision): companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.

(C) Franchisee shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney.

(D) All bonds shall guarantee the performance of all of Franchisee's obligations under this Agreement and all applicable laws.

25.3 Replenishing Security. If at any time the City draws upon the security required by this Section 25, Franchisee shall, within 30 days of notice from the City, replenish such security to the original minimum amount required above.

25.4 Security Amount Increases. The security amount required by this Section 25 shall be adjusted after the Effective Date based upon the percentage of change in the CPI-U. Security amount changes shall be effective as of March 1 following the fifth and tenth anniversary dates of this Agreement and shall be based upon the percentage change in the CPI-U for the preceding five calendar years, provided that any change in amounts shall be rounded to the nearest $100,000.

Section 26. Books and Records; Gross Revenue Reports; Inspections and Audits.

26.1 Record Keeping and Retention. Franchisee shall at all times maintain complete and accurate books of account and records regarding Franchisee and the operation of its Gas Distribution System, including but not limited to charts of accounts, account summary detail, books of account, and records adequate to enable Franchisee to demonstrate that it has been in compliance its obligations under this Agreement. Franchisee shall maintain all records required in order to monitor Franchisee's compliance in paying Business License fees or franchise fees for a period of at least five years.

26.2 Gross Revenue Reports. Franchisee shall submit quarterly reports of its Gross Revenue in such form as may be agreed to by City and Franchisee. Franchisee agrees to cooperate with the City to develop such reporting forms in formats that will provide the City with useful information regarding gas usage and revenue trends and patterns, and that do not require Franchisee to incur an unreasonable level of expenses to develop and implement.

26.3 Records Request by City. Franchisee shall provide records within 15 business days of a request by the City for production of the same unless the City, in its reasonable discretion, agrees to additional time. If any person other than Franchisee maintains records on Franchisee's behalf, Franchisee shall be responsible for making such records available to the City for auditing purposes pursuant to this Section 26.

26.4 Inspections and Audits. After giving reasonable advance notice of not less than 15 days, the City shall have the right to inspect, copy and audit the following at any time during normal business hours at Franchisee's office in the Las Vegas Valley area: all books, receipts, as-built maps, financial statements, contracts, records of requests for service, computer records, legends or any other records used in the normal course of business, and disks or other storage media and other like material which are appropriate in order to monitor compliance with the terms

of this Agreement. This includes not only the books and records of Franchisee, but any of its Affiliates' books and records, upon a showing by the City that such Affiliates' records are necessary to monitor compliance with this Agreement. Franchisee shall not deny the City access to records covered by this Section 26 for any reason, including alleged proprietary information. Franchisee is responsible for collecting the information and producing it at the location specified above. Franchisee may request that the inspection take place at some other location, provided that Franchisee shall: (a) make necessary arrangements for copying documents selected by the City after review; and (b) pay all travel and additional copying expenses incurred by the City in inspecting those documents, or having those documents inspected by its designee, at a location outside the Las Vegas Valley area.

26.5 Audit Findings and Expenses. The City's audit expenses shall be borne by the City unless the audit discloses an underpayment in excess of 5% of the amount paid during the audit period, in which case the costs of the audit shall be borne by Franchisee as a cost incidental to the enforcement of this Agreement. The City may recompute any amounts determined to be payable under this Agreement based on this audit findings. Any additional amount due to the City shall be paid within 30 days following written notice to Franchisee by the City, and such delinquent amount shall be subject to a penalty of 2% simple interest per month on the unpaid balance, computed from the date the fees were due. Penalties and interest shall not be included in the determination of responsibility for audit costs.

26.6 Request for Additional Information. The City may require such additional information, records and documents from Franchisee from time to time as are appropriate and reasonable in order to monitor compliance with the terms of this Agreement.

Section 27. Severability.

If any provision of this Agreement is for any reason determined to be invalid or unenforceable, such provision shall be deemed a separate, distinct and independent provision, and such determination shall not affect the validity or enforceability of the remaining provisions hereof, which shall continue in full force and effect. With respect to any provision of this Agreement determined to be invalid or unenforceable, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Agreement that is valid and enforceable and that is consistent with the parties' original intent. The City hereby declares that it would have approved this Agreement and each provision hereof irrespective of any provision being declared invalid or unenforceable.

Section 28. No Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The

duties, obligations and responsibilities of the City with respect to third parties shall remain as imposed by Nevada law.

Section 29. Effect of Compliance Inspections.

Any inspections or subsequent approvals undertaken by the City pursuant to this Agreement are undertaken solely to ensure compliance with this Agreement and are not undertaken for the safety or other benefit of any individual or group of individuals as members of the public. Provisions of the City Code dealing with inspection or approval by the City do not expand the City's general law duties, nor does any inspection or approval by the City reduce or eliminate any liability of Franchisee.

Section 30. Notices.

Any notice required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Such notice shall be deemed received on the earlier of the date of actual receipt or three days after mailing, and shall be directed to the parties at their respective addresses shown below, or such other addresses as either party may from time to time specify in writing to the other party, in the manner described above.

CITY:	City of Las Vegas City Manager's Office 400 Stewart Avenue, 8th Floor Las Vegas, NV 89101
With Copy to:	City of Las Vegas City Attorney's Office 400 Stewart Avenue, 9th Floor Las Vegas, NV 89101
FRANCHISEE:	Southwest Gas Corporation Attn: Director/State Regulatory Affairs 5241 Spring Mountain Road Las Vegas, NV 89150-0002
With Copy to:	Southwest Gas Corporation Attn: Legal Affairs 5241 Spring Mountain Road Las Vegas, NV 89150-0002

Section 31. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days performance is delayed due to force majeure, and Franchisee shall not be subject to any penalty hereunder

because of acts or failure to act due to force majeure. The term force majeure shall mean delays due to acts of God, fire, unavoidable casualty, construction delays due to weather, failure of suppliers, or for other similar causes beyond the control of Franchisee, but does not include civil disturbances.

Section 32. Construction of Agreement.

The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

Section 33. Governing Law; Jurisdiction; Attorney's Fees.

This Agreement and the Franchise granted herein shall be governed by the laws of the State of Nevada with respect to both their interpretation and performance. If legal action is initiated relating to this Agreement, such action must be initiated and maintained in Clark County, Nevada. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing party shall be entitled to recover all of its costs incurred in such litigation or arbitration, including all court costs, expert witness fees and attorney's fees.

Section 34. Binding Effect.

All of the rights and obligations under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assigns.

Section 35. Compliance with Federal, State and Local Laws; PUC Tariffs.

Franchisee shall at all times comply with all applicable federal, state and local laws, rules and regulations, including all ordinances, rules or regulations adopted in the future by the City, provided that this Agreement does not abrogate or modify the parties' responsibilities to comply with applicable PUC tariffs with respect to services provided by Franchisee to the City.

Section 36. Survival of Provisions.

All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive the termination or expiration of this Agreement shall survive such termination or expiration, including but not limited to all of Franchisee's indemnification obligations under Section 23 above.

Section 37. Time of the Essence.

The parties agree that time is of the essence with regard to the performance of Franchisee's obligations under this Agreement.

Section 38. Complete Agreement; Modification.

This Agreement constitutes the entire agreement of the parties with regard to the matters contained herein and supersedes all prior representations, understandings and agreements between the parties concerning Franchisee's Gas Distribution System in the City, except as expressly referenced herein or as may exist solely in the City's capacity as a Gas Service customer of Franchisee. This Agreement shall not be modified unless such modification is in writing and signed by an authorized representative of the party against whom such modification is sought to be enforced.

Section 39. Additional Representations and Warranties.

In addition to any other representations, warranties and covenants of Franchisee to the City set forth herein, Franchisee represents and warrants to the City and agrees (which representations, warranties and agreements shall not be affected or waived by any inspection or examinations made by or on behalf of the City) that as of the Effective Date:

(A) Franchisee is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and is duly authorized to do business in the State of Nevada and in the Franchise Area.

(B) Franchisee is in substantial compliance with all laws, ordinances, decrees and governmental rules and regulations applicable to its Gas Distribution System and has obtained all government licenses, permits and authorizations necessary for the operation and maintenance of its Facilities.

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Section 40. Disclosure of Principals.

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto adopted on November 17, 1999, Franchisee warrants that it has disclosed, on the form attached hereto as Exhibit A, all principals, including partners, of Franchisee, as well as all persons and entities holding more than 1% interest in Franchisee or any principal of Franchisee. If Franchisee, principals, or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchanges Commission, or the Employee Retirement Income Security Act), and attaches current copies of such federal disclosures to Exhibit A, the requirement of this Section shall be satisfied. Throughout the term hereof, Franchisee shall, upon written request by the City, provide the City with updates concerning any material changes to the disclosures required by this Section.

EXECUTED to be effective on the Effective Date specified above.

ATTEST

CITY OF LAS VEGAS, NEVADA,
a municipal corporation

Beverly K. Bridges, CMC Date
City Clerk

Oscar B. Goodman, Mayor Date

APPROVED AS TO FORM

11/3/10

Deputy City Attorney Date

SOUTHWEST GAS CORPORATION
a California corporation,

Anita M. Romero
Vice-President/Southern NV Division

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2010-50 – Allows under limited circumstances the expansion, enlargement or alteration of certain nonconforming sexually oriented businesses located within the Downtown Centennial Plan Area. (TXT-39658) Sponsored by: Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will allow the expansion, enlargement or alteration of certain nonconforming sexually oriented businesses located within the Downtown Centennial Plan Area. The bill will affect only a few existing businesses categorized as "nude shows" under the zoning regulations, allowing them to expand or rebuild in a manner consistent with such uses in other areas of the City. The ability to expand or rebuild will be circumscribed by the development constraints applicable to the existing parcels on which these uses are located.

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. 2010-50

BILL NO. 2010-50

ORDINANCE NO. _____

AN ORDINANCE TO ALLOW UNDER LIMITED CIRCUMSTANCES THE EXPANSION, ENLARGEMENT OR ALTERATION OF CERTAIN NONCONFORMING SEXUALLY ORIENTED BUSINESSES LOCATED WITHIN THE DOWNTOWN CENTENNIAL PLAN AREA, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Allows under limited circumstances the expansion, enlargement or alteration of certain nonconforming sexually oriented businesses located within the Downtown Centennial Plan Area.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Ordinance No. 6114 and 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, are hereby amended by amending the entry for the use "Sexually Oriented Business," as found in the "Recreational, Entertainment and Amusement" element of Table 2, so that the Conditional Use Regulations applicable to the use read as follows:

Conditional Use Regulations:

1. No person shall cause or permit the establishment of any sexually oriented business in an area zoned other than C-M or M. In addition, no person shall cause or permit the establishment of any sexually oriented business within 1000 feet of any other sexually oriented business, church, public or private school, day care, teen dance center, park or playground. The distance shall be the shortest distance between two property lines, one being the property line of the proposed sexually oriented business 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 sexually oriented business. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of this paragraph, the term "property line" refers to property lines of fee interest parcels and not leasehold parcels.
2. Except as otherwise provided in Regulations 4, 5 and 6, [The] the "establishment" of a sexually oriented business includes the opening of such business as a new business, the

relocation of such business, the enlargement of such business in either scope or area or the conversion of an existing business location to any sexually oriented business.

3. Any person establishing a sexually oriented business must first file with the Department of Finance and Business Services the name and address of the business and the type of sexually oriented business to be conducted.

4. Any business existing as of September 16, 1992, that is made nonconforming by the provisions of Ordinance 3674 shall be permitted to remain in operation. [provided, however, that:] However, except as otherwise provided in Regulation 6:

   a. No such business may be increased, enlarged, extended or altered, except to change the use to a conforming use; and

   b. If any such business is terminated or is abandoned for a period of at least 30 days, any future use of the property shall conform to the provisions of Ordinance 3674.

5. Except as otherwise provided in this Regulation and Regulation 6, [The] the provisions of Regulations 3 and 4 above and the provisions of Chapter 19.16 shall apply to sexually oriented businesses. [; provided, however, that] However, any existing sexually oriented business located in the M Zoning District that was made nonconforming as to a separation requirement by either of the following circumstances shall be deemed a conforming use for purposes of expansion, enlargement or alteration:

   a. The adoption of a different method of measuring distance; or

   b. The intervening establishment within the required separation area of either a protected use or another sexually oriented business.

   Any such business shall continue to be subject to the provisions regarding discontinuation and removal that are set forth in Sections 19.16.030(A)(4) and 19.16.040, respectively.

6. The provisions of Regulation 4 and the provisions of Chapter 19.16 that prohibit the expansion, enlargement or alteration of an existing use shall not apply to any existing nude show located within the Downtown Centennial Plan area, as described in Ordinance No. 6051 and as amended from time to time, but subject to the following conditions and provisions:

   a. Any expansion, enlargement or alteration, including all required on-site parking, must

be contained entirely on the same legally-created parcel on which the use presently exists.

b. The expansion, enlargement or alteration must be approved by means of a Major Site Development Review pursuant to LVMC 19.18.050(G).

c. Except as otherwise provided in Paragraph (d), the discontinuation and abandonment provisions of LVMC 19.16.030(A) shall continue to apply.

d. For a use that is discontinued for purposes of expansion, enlargement or alteration, the use shall not be considered abandoned. However, the building permit for such expansion, enlargement or alteration must be obtained within 6 months after operations cease and the permit must be exercised completely before the permit expires. Otherwise, the use shall be deemed abandoned, the nonconforming status lost, and the future use of the property must comply with current zoning requirements.

e. For purposes of this Regulation 6, the expansion, enlargement or alteration of a use includes the rebuilding or replacement of the building or buildings associated with the use.

[6.] 7. Nothing in this Title pertaining to sexually oriented businesses is intended to make legal any business or activity that is expressly declared illegal under any other provisions of the Municipal Code or under any State or Federal laws.

[7.] 8. The Special Use Permit provisions of Section 19.04.040(B) do not apply to a sexually oriented business.

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 is deemed to be a subchapter rather than a section.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,

subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

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

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-8-10
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2010, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2010, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2010-51 – Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. Sponsored by: Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update certain administrative provisions of the Municipal Code relating to management functions and the names of City departments. The bill will enable the reorganization of City departments and functions as has been proposed by the City Manager.

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. 2010-51
2. Business Impact Statement

BILL NO. 2010-51

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE CERTAIN ADMINISTRATIVE PROVISIONS OF THE MUNICIPAL CODE RELATING TO MANAGEMENT FUNCTIONS AND THE NAMES OF CITY DEPARTMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 2, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 50, reading as follows:

2.08.050: The City Manager may appoint one or more persons to serve as chief officer of particular functions or groups of functions. The provisions of Sections 2.08.010 to 2.08.040, inclusive, shall apply to each such officer to the same extent as if the officer were a Deputy City Manager.

SECTION 2: Title 2, Chapter 9, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.010: The departments of the City shall consist of the following:

Building and Safety;

[City Attorney;]

Detention and Enforcement;

Economic and Urban Development;

[Field Operations;]

Finance; [and Business Services;]

Fire and Rescue;

Human Resources;

Information Technologies;

[Leisure Services;

Municipal Court;

Neighborhood Services;]

Operations and Maintenance;

Parks, Recreation and Neighborhood Services;

Planning and [Development;] Licensing; and

Public Works.

SECTION 3: Title 2, Chapter 9, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 15, reading as follows:

2.09.015: (A) Any reference in this Code to the Department of Field Operations, the Department of Finance and Business Services, the Department of Leisure Services, the Department of Neighborhood Services, the Planning and Development Department, or any of their predecessor departments, shall be deemed in each case to refer to the appropriate successor department, as follows:

(1) With respect to the Department of Field Operations, the successor department is the Department of Operations and Maintenance.

(2) With respect to the Department of Finance and Business Services (and its predecessor, the Department of Business Activity), the successor department is:

(a) The Department of Planning and Licensing, in the case of license-related functions under Title 6; and

(b) The Department of Finance, in all other cases.

(3) With respect to the Department of Leisure Services (and its predecessors, the Department of Parks and Leisure Activities and the Department of Parks, Recreation and Senior Citizen Activities), the successor department is the Department of Parks, Recreation and Neighborhood Services.

(4) With respect to the Department of Neighborhood Services, the successor department is:

(a) The Department of Economic and Urban Development, in the

case of housing-related functions; and

(b) The Department of Parks, Recreation and Neighborhood Services, in all other cases.

(5) With respect to the Planning and Development Department, the successor department is the Department of Planning and Licensing.

(B) The City Manager or a designee is authorized to determine which successor department has succeeded to a particular function in cases where the provisions of Subsection (A) do not address the question, or where the strict application of the provisions of Subsection (A) is incorrect or impracticable.

(C) Nothing in this Section limits the ability of the City Manager to reassign functions from one department to another, either temporarily or on a permanent basis.

SECTION 4: Title 2, Chapter 9, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.020: [Each department of the City shall consist of such divisions and units as may be established from time to time by the City Manager.] From time to time the City Manager may establish divisions, offices or other units within the various departments of the City, as well as offices and other units that are independent of those departments.

SECTION 5: Title 2, Chapter 9, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.09.030: Functions or offices that are created by the City Charter and that do not appear in the list of departments set forth in Section 2.09.010 may be treated as departments of the City for administrative and budgetary purposes, or otherwise for the sake of convenience.

SECTION 6: Title 2, Chapter 14, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.14.010: The Director of Public Works shall exercise such powers and perform such duties as may from time to time be specified by the City Council or the City Manager. The Director of Public Works shall function as the Director of Public Services for purposes of the City Charter.

SECTION 7: Title 2, Chapter 14, Sections 30 and 40, of the Municipal Code of the

City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 8: Title 2, Chapter 18, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.18.010: Article III of the Charter of the City of Las Vegas requires the City Council to establish a Department of Financial Management, to be headed by a Director of Financial Management. For purposes of the Charter, [The] the City Council hereby:

(A) Establishes the Department of Finance [and Business Services] as the City's Department of Financial Management; and

(B) Designates the [City's Chief Financial Officer] Director of Finance as the Director of that Department.

SECTION 9: Notwithstanding the effective date of this Ordinance, the City Manager shall have the discretion to implement the various provisions of this Ordinance immediately or gradually, using a transitional approach and time frames that take into account practicality and convenience.

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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11/17/10
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, 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. 2010-51
(Updates certain administrative provisions of the Municipal Code relating to management functions and the names of City departments)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2010-51, that will update certain administrative provisions of the Municipal Code relating to management functions and the names of City departments.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

None

Direct effects:

None

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: November 17,2010

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 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.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
ABEYANCE ITEM - Hearing and possible action on a 45-day review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue Units 2, 4, 5, 7-8, 4168 Silver Dollar Avenue Units 1-4, 6-8, 4186 Silver Dollar Avenue Units 1-7. PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020 and Section 202 of the Uniform Housing Code. A Nuisance Housing Code Notice and Order to Comply was mailed to the property owners to correct the nuisance per 9.04 – Graffiti, Refuse and Waste, Weeds/Turf; LVMC 13.28 – Street Naming and Address Assignment; 16.20 – Housing Codes; and Title 19. Today's hearing is a review regarding the status of violations and civil penalties from the Public Hearing item on March 4, 2009 and April 15, 2009.

RECOMMENDATION:
Review status of violations listed in Nuisance Housing Code Notice and Order to Comply mailed on September 11, 2008 and the Notice and Order Regarding Vacant or Abandoned Building mailed on August 11, 2008 and recommends a one year review.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Nuisance Housing Code and Vacant or Abandoned Notice and Orders to Comply dated September 11, 2008 and August 11, 2008
4. Reinspection Report for October 15, 2009
5. Review Hearing Notification Letters
6. Submitted at September 15, 2010 City Council Meeting - Site Photos
7. Submitted at November 17, 2010 City Council Meeting – Site Photos

City of Las Vegas

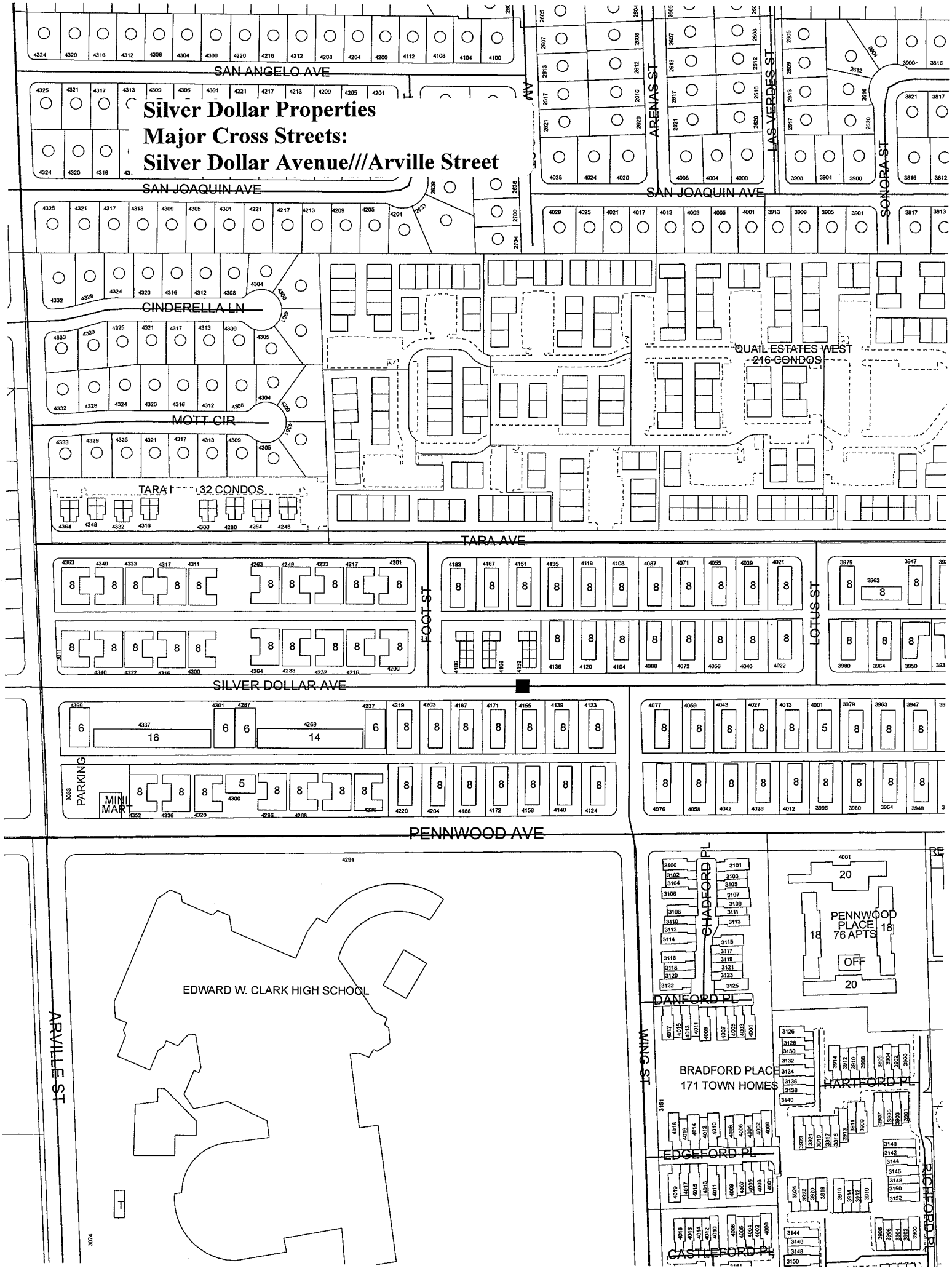
AGENDA MEMO

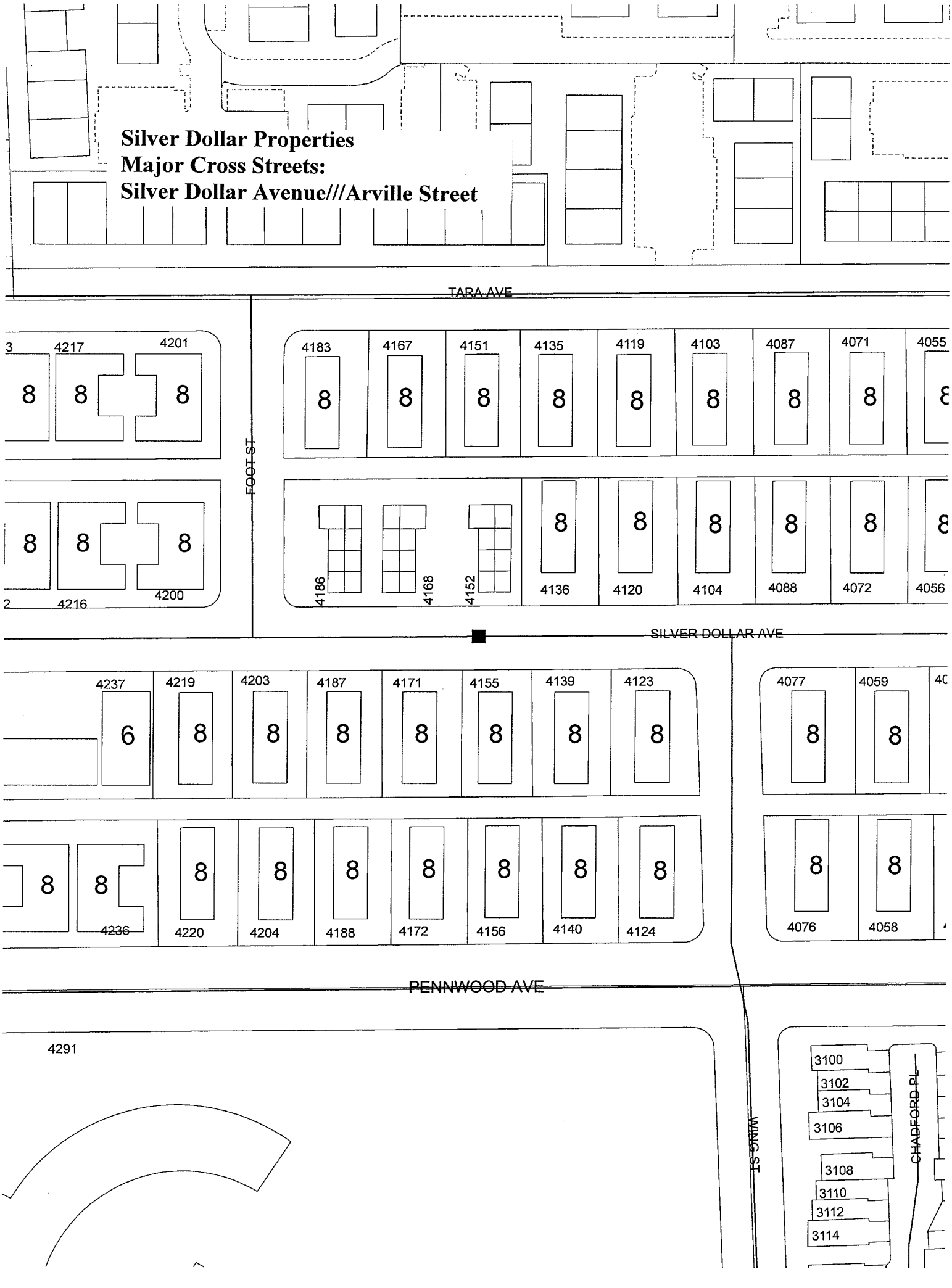
CITY COUNCIL MEETING DATE: NOVEMBER 17, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: ABEYANCE ITEM - Hearing and possible action on a 45-day review for the vacant or abandoned buildings located at 4152 Silver Dollar Avenue Unit 2, 4, 5, 7-8, 4168 Silver Dollar Avenue Units 1-4, 6-8, 4186 Silver Dollar Avenue Units 1-7. PROPERTY OWNERS: RFH LA PAZ LLC - Ward 1 (Tarkanian)

The subject properties were determined to be substandard, dangerous and declared a public nuisance as defined in Las Vegas Municipal Code (LVMC), Title 9.04.020 and Section 202 of the Uniform Housing Code.

Nuisance Housing Code Notice and Order to Comply and a Notice and Order Regarding Vacant or Abandoned Building was mailed to the property owners by regular mail and certified mail requesting they correct the nuisance per 9.04 – Graffiti, Refuse and Waste, Weeds/Turf; LVMC 13.28 – Street Naming and Address Assignment; 16.20 – Housing Codes; and Title 19. A copy of the notice was also posted on the property.

Today's hearing is a review of the status of violations listed in Nuisance Housing Code Notice and Order to Comply mailed on September 11, 2008 and the Notice and Order Regarding Vacant or Abandoned Building mailed on August 11, 2008 and a review of civil penalties assessed. Neighborhood Response recommends a one year review.


Silver Dollar Properties
Major Cross Streets:
Silver Dollar Avenue///Arville Street
SAN ANGELO AVE
SAN JOAQUIN AVE
SAN JOAQUIN AVE
ARENAS ST
LAS VERDES ST
SONORA ST
CINDERELLA LN
MOTT CIR
TARA I 32 CONDOS
QUAIL ESTATES WEST
216 CONDOS
TARA AVE
FOOT ST
LOTUS ST
SILVER DOLLAR AVE
PARKING
MINI MART
PENNWOOD AVE
EDWARD W. CLARK HIGH SCHOOL
ARVILLE ST
CHADFORD PL
DANFORD PL
MINO ST
BRADFORD PLACE
171 TOWN HOMES
PENNWOOD PLACE
76 APTS
OFF
HARTFORD PL
EDGEFORD PL
CASTLEFORD PL
RICHFORD PL


Silver Dollar Properties
Major Cross Streets:
Silver Dollar Avenue///Arville Street
TARA AVE
FOOT ST
SILVER DOLLAR AVE
PENNWOOD AVE
WING ST
CHADFORD PL
4291
4236
4216
4200
4186
4168
4152
4136
4120
4104
4088
4072
4056
4076
4058
3100
3102
3104
3106
3108
3110
3112
3114

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
09/18/2008 12:14:22 T20080215079
Book/Instr: 20080918-0002777
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-018

September 11, 2008

Case #68190

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #2, Las Vegas, NV, Parcel # 162-07-622-018,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #2.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.
1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

14

20080918-0002768

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(1)

APN: 162-07-622-020

September 11, 2008

Case #68189

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #4, Las Vegas, NV, Parcel # 162-07-622-020,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #4.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

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LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

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City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

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PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

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1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #4.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
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31

20080918-0002762

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-021

(6)

September 11, 2008

Case #68177

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4152 Silver Dollar Ave. - #5, Las Vegas, NV, legally described as Parcel # 162-07-622-021**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

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1994 UHC 701.1 Heating

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Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

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(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed

Receipt/Conformed Copy
Requestor:
LAS VEGAS CITY
09/18/2008 12:14:22 T20080215079
Book/Instr: 20080918-0002766
Notice Page Count: 7
Fees: $20.00 N/C Fee: $0.00

Debbie Conway
Clark County Recorder

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-023

COPY

September 11, 2008

Case #68191

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.-#7, Las Vegas, NV, Parcel # 162-07-622-023,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

16

20080918-0002767

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-024

(7)

September 11, 2008

Case #68472

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4152 Silver Dollar Ave.- #8, Las Vegas, NV, Parcel # 162-07-622-024,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4152 Silver Dollar Ave. - #8.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

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2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4152 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

16

20080918-0002776

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-009

September 11, 2008

Case #68005

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#1, Las Vegas, NV, Parcel # 162-07-622-016,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #1.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #1.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

14

20080918-0002771

Fee: $20.00
N/C Fee: $0.00

09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-010

September 11, 2008

Case #68125

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#2, Las Vegas, NV, Parcel # 162-07-622-010,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #2.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
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12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

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LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

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1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

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1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
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31

20080918-0002757

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(6)

APN: 162-07-622-011

September 11, 2008

Case #68172

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4168 Silver Dollar Ave. - #3, Las Vegas, NV, legally described as Parcel # 162-07-622-011**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
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(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

Chapter 7 Inspection, Testing, and Purging

Section 7.1.5.3 Where leakage or other defects are located, the affected portion of the piping system shall be repaired or replaced and retest.

Replace gas piping by license contractor.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

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16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-

manager of a development shall submit to the Planning and Development Department a proposed landscaping plan. The submittal shall be subject to the approval of the Director. If a proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil

16

20080918-0002775

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-012

September 11, 2008

Case #68007

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#4, Las Vegas, NV, Parcel # 162-07-622-012,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #4.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #4.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

16

20080918-0002770

Fee: $20.00
N/C Fee: $0.00

09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-014

(7)

September 11, 2008

Case #68009

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#6, Las Vegas, NV, Parcel # 162-07-622-014,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #6.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

16

20080918-0002774

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-015

(7)

September 11, 2008

Case #68010

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#7, Las Vegas, NV, Parcel # 162-07-622-015,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

14

20080918-0002772

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-016

September 11, 2008

Case #68176

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.-#8, Las Vegas, NV, Parcel # 162-07-622-016,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #8.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

16

20080918-0002772

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-016

September 11, 2008

Case #68176

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4168 Silver Dollar Ave.- #8, Las Vegas, NV, Parcel # 162-07-622-016,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4168 Silver Dollar Ave. - #8.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

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Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

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1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

31

20080918-0002765

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

APN: 162-07-622-001

(10)

September 11, 2008

Case #67914

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4186 Silver Dollar Ave. - #1, Las Vegas, NV, legally described as Parcel # 162-07-622-001**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or

14

20080918-0002780

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-002

September 11, 2008

Case #68011

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#2, Las Vegas, NV, Parcel # 162-07-622-002,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #2 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

14

20080918-0002773

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-003

September 11, 2008

Case #68012

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #3, Las Vegas, NV, Parcel # 162-07-622-006,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #3.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #3.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

31

20080918-0002763

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(6)

APN: 162-07-622-004

September 11, 2008

Case #68016

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4186 Silver Dollar Ave. - #4, Las Vegas, NV, legally described as Parcel # 162-07-622-004**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or

16

20080918-0002769

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-005

September 11, 2008

Case #68168

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#5, Las Vegas, NV, Parcel # 162-07-622-005,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #5.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #5.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

16

20080918-0002778

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-006

September 11, 2008

Case #68013

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #6, Las Vegas, NV, Parcel # 162-07-622-006,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #6.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
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City of Las Vegas Vacant & Boarded Structures Statement of Intent
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PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

16

20080918-0002779

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-007

September 11, 2008

Case #68014

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#7, Las Vegas, NV, Parcel # 162-07-622-007,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
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CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

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1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

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LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

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Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

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A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4168 Silver Dollar Ave., #8.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

31

20080918-0002765

Fee: $19.00
N/C Fee: $0.00

09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY

Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(10)

APN: 162-07-622-001

September 11, 2008

Case #67914

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4186 Silver Dollar Ave. - #1, Las Vegas, NV, legally described as Parcel # 162-07-622-001**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or

16

20080918-0002780

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-002

September 11, 2008

Case #68011

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#2, Las Vegas, NV, Parcel # 162-07-622-002,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #2 .**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

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2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #2.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

14

20080918-0002773

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-003

September 11, 2008

Case #68012

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #3, Las Vegas, NV, Parcel # 162-07-622-006,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #3.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY
Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #3.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

31

20080918-0002763

Fee: $19.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 6

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(6)

APN: 162-07-622-004

September 11, 2008

Case #68016

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

NUISANCE HOUSING CODE NOTICE AND ORDER TO COMPLY

As recorded owner(s) of the **residential condominium located at 4186 Silver Dollar Ave. - #4, Las Vegas, NV, legally described as Parcel # 162-07-622-004**, you are hereby given notice that the Building Official or his designee has determined that the aforementioned building(s) is substandard. Said building(s) is substandard, dangerous and declared a public nuisance under Las Vegas Municipal Code (LVMC) 9.04.020 and Section 202 of the Uniform Housing Code because of the following conditions:

Per 9.04 – Graffiti: Remove or paint over graffiti on any building, wall, fence, or other structure allowed to remain for more than 24 hours.

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, bottles, windblown trash and debris, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by licensed contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

(B) Dead bolts openable without key from the inside shall be provided on all housing unit entrance doors.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Post: **No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.**

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #31 at 229-2016 to supply your current phone number, email address, fax number, or additional mailing address.

Moreover, you are hereby given notice:

1. That within ten (10) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or

16

20080918-0002769

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-005

September 11, 2008

Case #68168

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED DANGEROUS BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #5, Las Vegas, NV, Parcel # 162-07-622-005,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #5.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
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Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

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16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
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Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

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(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

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The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

<u>Per 16.31 – Vacant Buildings</u>: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

<u>Post</u>: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

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Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

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The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent

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PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

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2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

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1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

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1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #5.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

16

20080918-0002778

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-006

September 11, 2008

Case #68013

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.-#6, Las Vegas, NV, Parcel # 162-07-622-006,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as a **residential condominium located at 4186 Silver Dollar Ave. - #6.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.

16.28.010 Uniform Plumbing Code and supplement adopted.

(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.

Chapter 5 Water Heaters

Install correct plumbing fittings and material for water heater by license contractor.

Chapter 6 Water Supply and Distribution

Section 601.3 Existing piping used for grounding

Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.

Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements

1994 UHC 701.1 Heating

Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.

The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.

These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:

(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

1994 UNIFORM HOUSING CODE, CHAPTER 10: PROVIDE DRAINAGE FREE FROM OBSTRUCTION INCLUDING THE JETTING OF COMMON DRAIN SYSTEM.

2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #6.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

16

20080918-0002779

Fee: $20.00
N/C Fee: $0.00
09/18/2008 12:14:22
T20080215079
Requestor:
LAS VEGAS CITY
Debbie Conway SCA
Clark County Recorder Pgs: 7

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN HARSIN, AICP

NOTICE AND ORDER

(7)

APN: 162-07-622-007

September 11, 2008

Case #68014

Certified/Regular Mail
Return Receipt Requested

R F H La Paz, LLC
3910 Pecos-McLeod Rd. #B-100
Las Vegas, NV 89121-0000

REVISED
NOTICE AND ORDER REGARDING VACANT OR ABANDONED BUILDING

You are hereby notified as recorded owner(s) of the property located at **4186 Silver Dollar Ave.- #7, Las Vegas, NV, Parcel # 162-07-622-007,** as follows:

One or more vacant or abandoned buildings on the property, by reason of their condition or impact on surrounding property, have been identified as buildings that need to be boarded, demolished, rehabilitated, or any combination thereof, in accordance with Chapter 16.31 of the Las Vegas Municipal Code. The building or buildings are identified as **residential condominium located at 4186 Silver Dollar Ave. - #7.**

Per 9.04 – Refuse & Waste: Remove any visible non-usable materials, goods, etc. from all yards and other areas, to comply with code. i.e., paper, plastic, wood, bottles, etc.

Per 9.04 – Weeds/Turf: Trim, cut, remove all weeds/turf grass exceeding eight (8) inches in height in all yards. Cut back all trees and bushes to allow unobstructed view from street, sidewalk, and/or alleyway.

Per 16.04 – Building Permits Required - Department of Building and Safety, 731 S. 4th Street, (702) 229-6251.

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • LARRY BROWN • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW
CITY MANAGER DOUGLAS A. SELBY

Return to: CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

12. Infestation of insects, vermin or rodents as determined by the health officer.
Provide continuous extermination by licensed pest control.

1994 Uniform Housing Code 1001.6 Hazardous Plumbing.
16.28.010 Uniform Plumbing Code and supplement adopted.
(A) Uniform Plumbing Code, 2006 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and
(B) A document entitled "Southern Nevada Amendments to the 2006 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, 2006 Edition, designated as Part 2 of this Chapter.
Chapter 5 Water Heaters
Install correct plumbing fittings and material for water heater by license contractor.
Chapter 6 Water Supply and Distribution
Section 601.3 Existing piping used for grounding
Restore and return the copper water piping as the grounding electrode.

1994 Uniform Housing Chapter 10 Section 1001.8 Faulty Weather Protection.
Any and all windows broken or in disrepair are to be made in good repair or replaced.

1994 Uniform Housing Code Section Chapter 7 Mechanical Requirements
1994 UHC 701.1 Heating
Dwelling units, guest rooms and congregate residences shall be provided with heating facilities capable of maintaining a room temperature of 70°F. (21.1°C.) at a point 3 feet (914 mm) above the floor in all habitable rooms. Such facilities shall be installed and maintained in a safe condition and in accordance with Section 3102 of the Building Code , the Mechanical Code, and all other applicable laws. Unvented fuel-burning heaters are not permitted. All heating devices or appliances shall be of an approved type.

1. Cooling Facilities and Cooking Equipment. If a dwelling unit or guest room has been provided with cooling facilities or cooking equipment, or both, such facilities and equipment shall be maintained in a safe working condition or replaced.

Provide safe working cooling facilities or replace.
Provide safe working cooking equipment or replace.

LVMC 16.32.270 Applicability.
The requirements set out in this Article shall apply to all residential-type buildings including those existing, those new and those to be constructed in order to provide the maximum possible security from criminal actions to the permanent and transient occupants thereof, and to their possessions.

16.32.280 Entrance doors direct to outside.
These requirements shall apply to all housing units, whether detached, attached to or within a building, having individual entrances immediately accessible from the outside without other intervening entrance doors:
(A) Entrance doors to housing units shall be capable of resisting forcible entry equal to a single-panel or hollow-core door one-and-three eighths inches thick.

proposed landscaping plan is denied, the owner or manager may appeal the denial to the Planning Commission.

(B) Upon approval of a landscaping plan, the owner and manager of the development shall be jointly and severally responsible for maintaining the approved landscaping in accordance with this Chapter.

Provide and maintain landscaping

The listed corrections must be completed in order to obtain compliance. Please note that any repairs requiring replacement of building components must include permits, inspections and must be performed by a licensed contractor.

Per 16.31 – Vacant Buildings: Submit Letter of Intent. Obtain Boarding Certificate. Provide Mitigation Plan. Provide Rehabilitation Plan.

Post: No trespassing (per NRS 207.200), contact Bolden Area Command, COP Office at 289-5593 to have building properly posted.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer #16 at 229-4918 to supply your current phone number, email address, fax number, or additional mailing address.

In accordance with Chapter 16.31, you are required to:

- **Submit, within 60 days, a Mitigation and Rehabilitation Plan to address the vacant property. The Mitigation and Rehabilitation Plan must be filed with the Department of Neighborhood Services and must include:**

A statement indicating your intentions, as owner(s) of the property, for the future use of the property for the next 12 months, including, without limitation, plans to maintain, redevelop, or reestablish lawful occupancy of the property, or any combination of such activities;

A detailed plan of mitigation measures that you intend to take regarding the property, including, without limitation, measures to maintain the property; restore and maintain landscaping on the property; and provide and maintain adequate security for the property;

A detailed plan of rehabilitation measures that you intend to take regarding the property, including, without limitation, plans to restore buildings, and to maintain the property so as to remove the negative impact on surrounding properties;

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

The City is authorized to record this Notice and Order until such time as compliance has been obtained. Should you have any questions or concerns please call me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas Abatement Specifications
City of Las Vegas Vacant & Boarded Structures Mitigation/Rehabilitation Plan
City of Las Vegas Vacant & Boarded Structures Statement of Intent
City of Las Vegas Boarded Building Certificate Application

PER ORD 3744-PROVIDE CORRECT ADDRESS AS DEFINED BY COUNTY RECORDS.

PER 2006 IBC SECTION 501.2 AND ORD 3744: PROVIDE ADDRESS ON BUILDING AND INCLUDE IN DESIGN OF ADDRESS SIGN.

PER LVMC 19.10: PROVIDE LITTER FREE PARKING STALL MARKED AND PROVIDE WHEEL STOPS.

PER LVMC 19.12: SUBMIT LANDSCAPE PLAN TO CITY OF LAS VEGAS PLANNING AND DEVELOPMENT LOCATED AT 731 S 4TH ST AND INSTALL TO APPROVED SPECIFICATIONS. KEEP MAINTAINED AT ALL TIMES.

1994 UNIFORM HOUSING CODE SUPPLEMENT, SECTION 12 -OBTAIN PROPER PERMITS FOR THE REHABILITATION OF UNIT AND ACHIEVE A CERTIFICATE OF OCCUPANCY FOR CONDOMINIUM. REPAIRS MUST INCLUDE (BUT NOT LIMITED TO) THE FOLLOWING:

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2006 INTERNATIONAL PLUMBING CODE, SECTION 601.3: RESTORE AND RETURN THE COPPER WATER PIPING AS THE GROUNDING ELECTRODE.

1994 UNIFORM HOUSING CODE, SECTION 1001.1: INTERIOR WALLS AND CEILINGS ARE TO HAVE ALL HOLES, PENETRATIONS, ANNULAR OPENINGS SEALED OR CAULKED.

1994 UNIFORM HOUSING CODE, CHAPTER 10: INTERIOR LAUNDRY ROOM TO BE IN GOOD REPAIR AND SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001.8: ANY/ALL WINDOWS BROKEN OR IN DISREPAIR ARE TO BE MADE IN GOOD REPAIR OR REPLACED.

2006 INTERNATIONAL PLUMBING CODE, CHAPTER 5: OBTAIN LICENSED PLUMBING CONTRACTOR TO INSTALL CORRECT PLUMING FITTINGS AND MATERIAL FOR WATER HEATER.

1994 UNIFORM HOUSING CODE, SUPPLEMENT, SECTIONS 9 AND 10: PROVIDE SAFE WORKING COOKING FACILITIES

1994 UNIFORM HOUSING CODE, SUPPLEMENT SECTION 10: PROVIDE SAFE WORKING COOLING FACILITIES.

1994 UNIFORM HOUSING CODE CHAPTER 10: FLOORING TO BE MADE SANITARY

1994 UNIFORM HOUSING CODE, SECTION 1001: BATHROOMS TO HAVE FIXTURES PROPERLY INSTALLED, GOOD DRAINAGE, LEAK FREE AND SANITARY.

LVMC TITLE 16.32: REPLACE AND PROPERLY INSTALL ENTRY DOOR WITH ALL REQUIRED HARDWARE

- **Obtain a building permit for one or more buildings on the property that have been boarded without obtaining a permit, the building(s) being identified as a single family dwelling located at 4186 Silver Dollar Ave., #7.**

In order to demolish one or more buildings, you are required to first obtain a demolition permit, and then to secure and maintain the remaining vacant property so as to remove the negative impact on surrounding properties.

If you fail to submit a Mitigation and Rehabilitation Plan or board a building within the timeframe(s) set forth above, the Director of Neighborhood Services is authorized to cause to be performed appropriate mitigation or rehabilitation work, or any combination thereof. As the property owner(s), you will be responsible for all costs incurred, including a fifteen percent (15%) administrative fee. You will be notified of a public hearing to be conducted by the City Council to review the costs, and the Council's decision shall be final and conclusive. Upon approval of the costs by the City Council, the City will be authorized to file a Lien of Assessment with the County Recorder's Office. Thereafter, certified copies of the lien will be given to the County Treasurer, and the amount of the Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

Moreover, you are hereby given notice:

1. That within fifteen (15) days after service of this Notice and Order, you as the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen (15) days after the appeal has been filed, you will be given written notice of the procedure and time frame for the hearing of the appeal. The appeal will be heard by the City Council or by the Council's designee, with a right to final appeal to the Council. An owner or responsible party who fails to appeal shall be deemed to have waived any and all objections to the actions taken by the Director of Neighborhood Services to satisfy the requirements of this Notice and Order.
2. That this Notice and Order or a copy thereof must be presented to the Department of Building and Safety when requesting any permit(s).
3. That failure to appeal will constitute a waiver of all rights to an administrative hearing to determine this matter.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more

Silver Dollar Re-Inspection Report 10/15/2009

4186 Silver Dollar

Case Number	Unit	Violations Remaining	Inspection Results	Occupied/Vacant
67914	1	Interior Insp- Previously passed. Leave Case Open for Common Area Inspected 8/31/09 1)Cleanout not to Grade Level	Failed	Occupied
68011	2	No Insp/ Previously passed.	Passed	Occupied
68012	3	No Insp/ Previously passed.	Passed	Occupied
68016	4	No Insp/ Previously passed.	Passed	Occupied
68168	5	Violations repaired.	Passed	Occupied
68013	6	No Insp/ Previously passed.	Passed	Occupied
68014	7	No Insp/ Previously passed.	Passed	Occupied
68171	8	None	Passed	Owner Occupied

4168 Silver Dollar

Case Number	Unit	Violations Remaining	Inspection Results	Occupied/Vacant
68005	1	Violations repaired.	Passed	Occupied
68125	2	No inspection completed- Will be ready on 3/2/09 Inspected 4/30/09 1) Broken door knob assembly 2) Lvngrm window broken 3) GFCI broken-ktchn 4) Kichn snk not secured 5) Hood outlet incomplete 6) Exhaust duct not installed 7) No stove 8) Missing interior door casing 9) Bedroom window broken 10) Circuit Breakers unlabeled 11) Cabinets in disrepair 12) Toilet needs base caulked 13) Incorrect tail piece-lavatory 14) Tub drain backed up 15) Tub shower valve disrepair 16) Bathroom wall unfinished 17) Need electricity Inspected 7/10/09 Violations repaired	 First Fail from boarded status Passed	Vacant Vacant Occupied
68172	3	No inspection completed, will be moved to unit 3 when completed. Then unit to be rehabbed. Not ready for inspection of 4/30/09 Inspected 7/10/09 Violations repaired	 Vacant Passed	Occupied Now Vacant Occupied
68007	4	1)Window broken Inspected 8/31/09 Compliance Made	 Passed	Occupied
68173	5	None	Passed	Owner Occupied
68009	6	Violations repaired.	Passed	Occupied

68010	7	1) diverter valve not functional, needs replaced.* Inspection 7/10/09 Compliance Made	Passed	Occupied
68176	8	No inspection completed- Will be ready on 3/2/09 Inspected 7/10/09 Compliance Made	Passed	Occupied

4152 Silver Dollar Av.

Case Number	Unit	Violations	Inspection Results	Occupied/Vacant
67733	1	None	Passed	Owner Occupied no inspection performed on unit.
68190	2	No inspection completed, will be completed in March.	Passed	Vacant
67735	3	None	Passed	Owner Occupied no inspection performed on unit.
68189	4	No inspection completed, will be completed in March. Inspected 4/30/09: 1)Wall unfinished at entry door 2)Broken outlet face plate 3)No cooking stove 4)Drainage fittings incorrect 5)Incorrect wiring of disposal 6)Broken thermostat 7)Broken bedroom door hardware 8)Broken bedroom window 9)Circuit breakers not labeled 10)Bath exhaust fan not installed 11)Incorrect tailpiece drainage fittings 12)missing sink drain screen 13)Need electricity Inspected 7/10/09 Violations repaired	 First fail from boarded status Passed	Vacant Vacant Occupied
68177	5	All items repaired.	Passed	Occupied
68178	6	No Inspection performed on this unit.	Passed	Owner occupied
68191	7	No inspection completed, will be completed in March. Inspected 4/30/09: 1)Kitchen sink drain backed up 2)Incorrect drain fittings and installatn 3)Cabinets broken and disrepair 4)Kitchen walls in disrepair 5)shower valve/spout unsupported 6)Deadfront cover missing at panel 7)Smoke detectors missing 8)Missing sink drain screen 9)Broken shower diverter valve 10)Inoperable heat pump	 First fail from boarded status	Vacant Vacant

		11)Need electricity Inspected 7/10/09 Violations repaired	Passed	Occupied
	8	No inspection completed, will be completed in March. Inspected 4/30/09: 1)Missing range hood w/exhaust 2)Kitchen cabinets in disrepair 3)Bathroom sink/cabinet not replaced 4)Exhaust fan to have roof flashing 5)Carpet not installed throughout 6)Unusable stove 7)Need electricity Inspected on 7/10/09	First fail from boarded status	Vacant Vacant
68472		1)Common Area Clean Out Buried	Failed	Occupied

Items with * are new violations.

Common Area Violations :

1) Needs to restore and return the copper water piping as the grounding electrode or repair by other approved means. – Inspector verified repaired.

2) Interior area landscaping has been completed.

3) Repair all damaged stucco to exterior areas of building. This item was completed.

4) Common Area at 4152 is to have cleanout raised to grade level. Compliance met on 10/15/09.

5) Common Area at 4186 is to have back flow protection at front landscape connection. As of 8/31/09 this has not been completed. Compliance met on 9/14/09.

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

November 2, 2010

Certified/Regular Mail
Return Receipt Requested

RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304

4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7

Dear Property Owner:

At the City Council meeting held on September 15, 2010, Agenda Item #76 was held in abeyance for a review hearing. The hearing review is scheduled to be heard on November 17, 2010 at 1:00 p.m. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ld

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
www.lasvegasnevada.gov

LAS VEGAS CITY COUNCIL

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VOICE 702.229.2330
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TTY 792 386.3045
www.lasvegasnevada.gov

September 1, 2010

Certified/Regular Mail
Return Receipt Requested

RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304

4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7

Dear Property Owner:

At the City Council meeting held on March 17, 2010, Agenda Item #71 was approved for a six-month review hearing. The hearing review is scheduled to be heard on September 15, 2010 at 1:00 p.m. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ld

LAS VEGAS CITY COUNCIL

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CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
www.lasvegasnevada.gov

March 1, 2010

Certified/Regular Mail
Return Receipt Requested

RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304

4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7

Dear Property Owner:

At the City Council meeting held on September 16, 2009, Agenda Item #36 was approved for a forty-five day review hearing. The hearing review is scheduled to be heard on March 17, 2010. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:ld

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
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STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

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STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
www.lasvegasnevada.gov

September 1, 2009

Certified/Regular Mail
Return Receipt Requested

RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304

4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7

Dear Property Owner:

At the City Council meeting held on July 15, 2009, Agenda Item #49 was approved for a forty-five day review hearing. The hearing review is scheduled to be heard on September 16, 2009. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:jl

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

June 18, 2009

Certified/Regular Mail
Return Receipt Requested

RFH LA PAZ LLC
3910 Pecos-McLeod Rd #B-100
Las Vegas, NV 89121-4304

4152 Silver Dollar Ave – Units 2, 4, 5, and 7-8
4168 Silver Dollar Ave – Units 1-4, 6-8
4186 Silver Dollar Ave – Units 1-7

Dear Property Owner:

At the City Council meeting held on April 15, 2009, Agenda Items #53-57 were approved for a three (3) month review hearing. The hearing review is scheduled to be heard on July 15, 2009. This will be a review of the violations listed in the Notice and Orders to Comply dated August 11, 2008 and September 11, 2009 for status of compliance and a review of civil penalties assessed.

If you have any questions concerning this procedure, please contact the Neighborhood Response Division located in the Department of Neighborhood Services, by telephoning (702)229-6615.

Sincerely,

Devin Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DSS:jl

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 792 386.3045
www.lasvegasnevada.gov

4152 Silver Dollar Av.

Front of building



Submitted At Meeting
Date 9/15/10 Item 4b

4152 Silver Dollar Av.

Back of Building and Rear of Building





4152 Silver Dollar Av.

Sewer Line Box cover missing.



Side Yard Landscaping



4168 Silver Dollar Av.

Front of Building



Center Landscaped Area



4168 Silver Dollar Av.

Rear Parking Area.



Rear of Building



4168 Silver Dollar Av.

Rear Yard area



Rear of Building



4186 Silver Dollar Av.

Front of Building



Front yard landscaping



4186 Silver Dollar Av.

South side landscaping



Rear area of building



Parking Area





4152 Silver Dollar Av.

Front of building



4152 Silver Dollar Av.

Back of Building and Rear of Building





4152 Silver Dollar Av.

Side Yard Landscaping



4168 Silver Dollar Av.

Front of Building



Back of Building



4168 Silver Dollar Av.

Rear Yard area



Rear of Building



4186 Silver Dollar Av.

Front of Building



Front of Building



4186 Silver Dollar Av.

South side landscaping



Rear area of building



Parking Area





City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Hearing and possible action regarding review of compliance of Nuisance Notice and Order to Comply and to consider preliminary report of expenses to recover fees and penalties for inspections located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO – Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Title 9, dealing with nuisances. A Nuisance Notice and Order to Comply was mailed to the property owner to correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; City of Las Vegas Fire Code Ordinance 5667; 19.04.010 Auto Repair Major; 19.04.010 Auto Repair Minor; 19.14.030 Prohibited Signs; 19.14.090 Special Event Signs; 9.040.010 (5) Zoning Violation; 9.040.010 (6) Illegal Business; 9.040.010 (7) (C) Graffiti; 9.040.010 (7) (A) High Vegetation; 9.08.040 Litter/Depositing; 9.08.100 Litter/ Container Placement; 9.08.210 Mandatory Service; and Uniform Administrative Code 301.1 Permits Required. A copy of the notice was also posted on the property.

RECOMMENDATION:
City Council approve the report of expenses to include failed inspections fees and other penalties in the amount of $10,370, consider assessing a maximum of $164,550 in daily civil penalties, and authorize a lien be placed on the property.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Nuisance Notice and Order to Comply dated June 1, 2010
5. Review Hearing Notification Letter
6. Chronological List of Events
7. NBS Council Action Request List
8. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing and possible action on a review regarding the property located at 4561 East Bonanza Road. PROPERTY OWNER: HECTOR CAMACHO – Ward 3 (Reese)

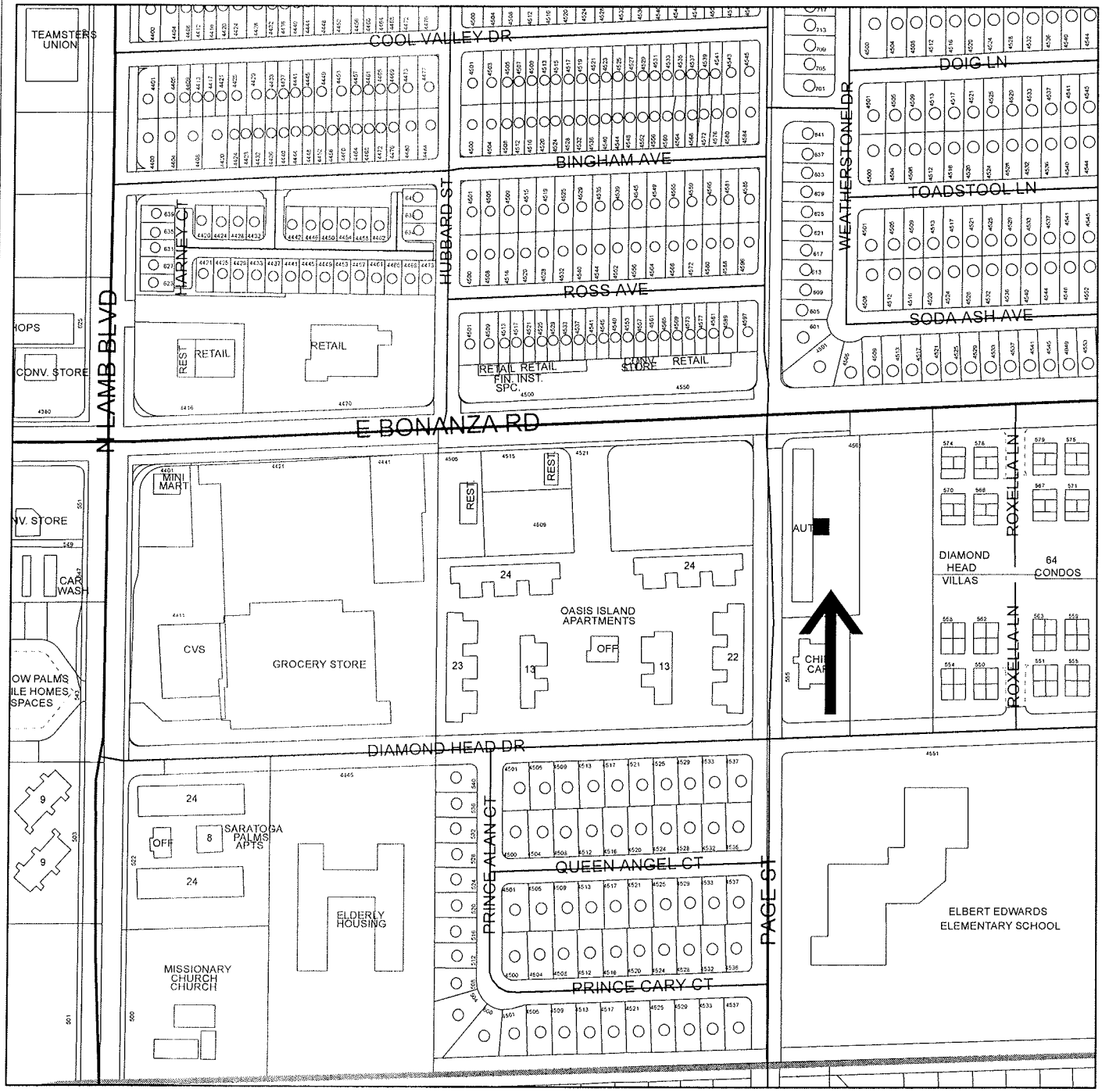
The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, dealing with public nuisance.

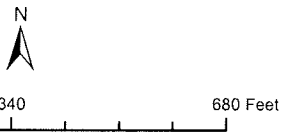
A Nuisance Notice and Order to Comply was sent to the property owner by regular and certified mail requesting they correct the public nuisance as defined in Las Vegas Municipal Code, Title 9.04.010 dealing with nuisances; City of Las Vegas Fire Code Ordinance 5667; 19.04.010 Auto Repair Major; 19.04.010 Auto Repair Minor; 19.14.030 Prohibited Signs; 19.14.090 Special Event Signs; 9.040.010 (5) Zoning Violation; 9.040.010 (6) Illegal Business; 9.040.010 (7) (C) Graffiti; 9.040.010 (7) (A) High Vegetation; 9.08.040 Litter/Depositing; 9.08.100 Litter/Container Placement; 9.08.210 Mandatory Service; and Uniform Administrative Code 301.1 Permits Required. A copy of the notice was also posted on the property. An appeal was heard at the August 4, 2010 City Council Meeting. It was the City Council's decision to deny the appeal, thereby approving the Nuisance Notice and Order to Comply, subject to a 60-day review, the trash enclosure be repaired within 30 days and establish adequate trash service from Republic Services.

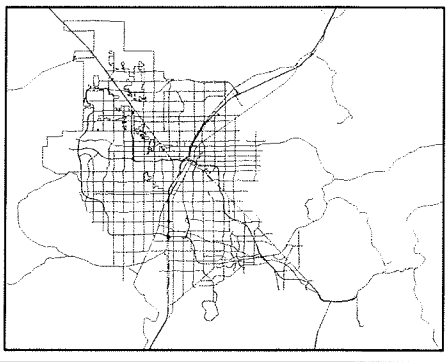
Today's hearing is a review of the status of violations listed in the Nuisance Notice and Order to Comply mailed on June 1, 2010 and to consider recovering fees and penalties for inspections and daily civil penalties.

4561 EAST BONANZA ROAD
CROSS STREETS - BONANZA//LAMB

City of Las Vegas Vicinity Map





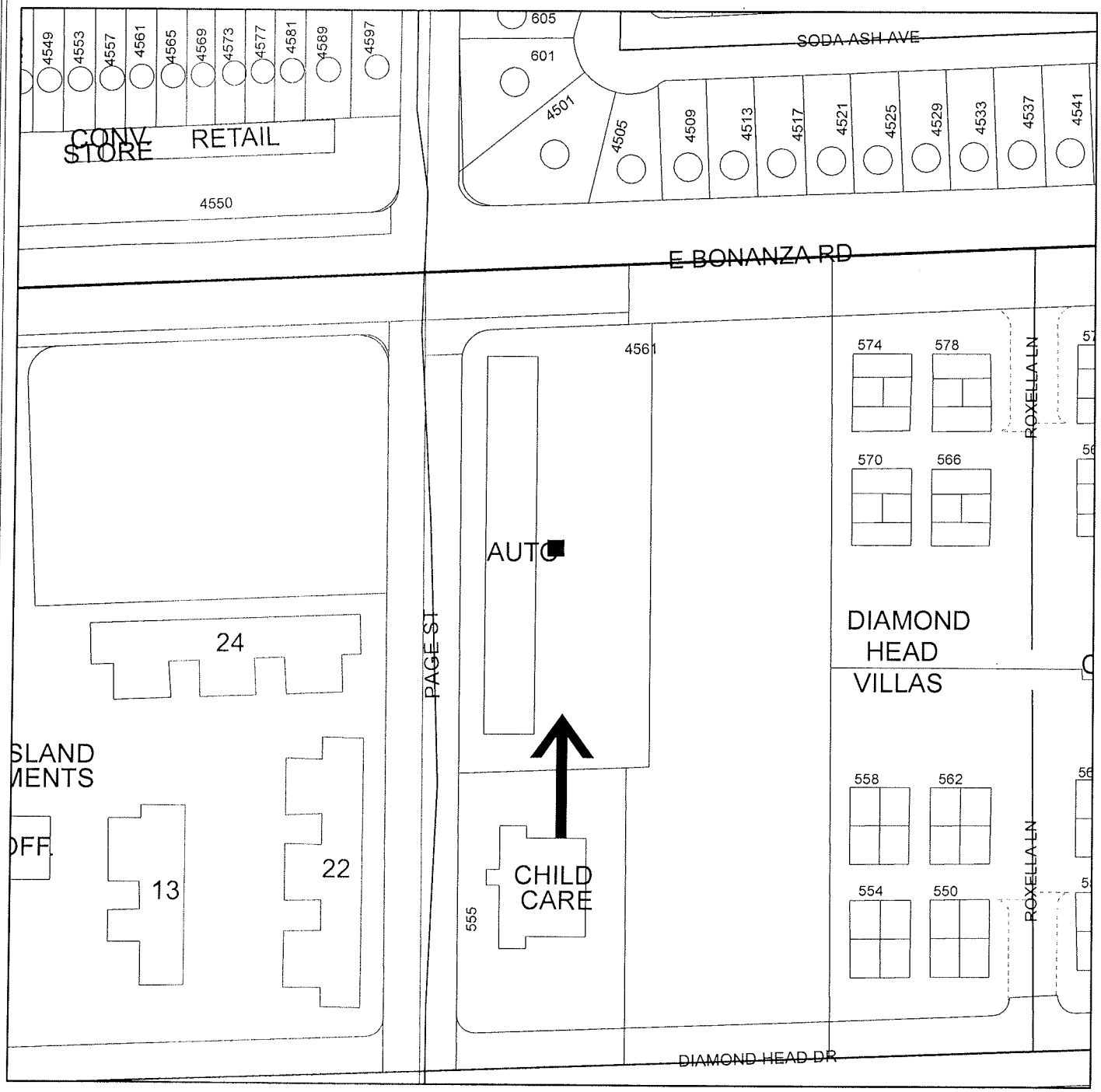


GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS NEVADA

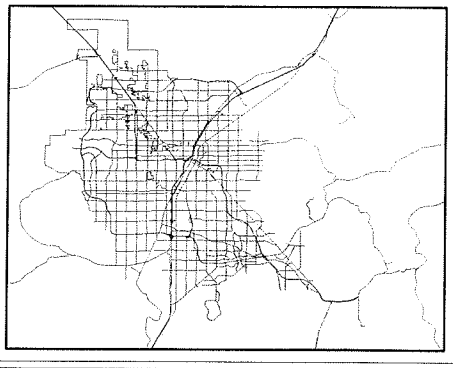
4561 EAST BONANZA ROAD
CROSS STREETS - BONANZA//LAMB

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: November 17, 2010

Re: Report of Expenses for the fees and other penalties for failed inspections located at 4561 East Bonanza Road - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Neighborhood Services is recommending the City Council approve the report of expenses to include failed inspections fees and other penalties in the amount of $10,370.00, consider assessing a maximum of $164,550.00 in daily civil penalties, and authorize a lien be placed on the property.

Charges Breakdown:	
Reinspection Fees:	$1,920.00
Civil Penalties:	$8,450.00
TOTAL AMOUNT DUE:	**$10,370.00**
Daily Civil Penalties – 173 days @ $1,000 a day (excluding civil penalty fees already assessed) June 12, 2010 to December 1, 2010	**$164,550.00**
MAXIMUM TOTAL:	**$174,920.00**
OWNER OF RECORD	HECTOR CAMACHO
PROPERTY:	4561 East Bonanza Road
	Las Vegas, NV 89110
ASSESSOR PARCEL:	140-32-101-017
LEGAL DESCRIPTION:	PARCEL MAP FILE 116 PAGE 81
	LOT 2

DSS:ld

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
STEPHEN K. HARSIN, AICP

NOTICE AND ORDER

APN: 140-32-101-017

Date: June 01, 2010
Case # 90670

Certified/Regular Mail
Return Receipt Requested

CAMACHO HECTOR
1501 S MARYLAND PKWY
LAS VEGAS, NV 89104-3313

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 4561 E BONANZA RD., Las Vegas, NV, Parcel #(s) 140-32-101-017, **that you are in violation of Las Vegas Municipal Code, Title 9, dealing with nuisances.**

The following violations have been verified:

NON-COMPLIANT FIRE CODE ITEMS

As the code required Fire Sprinkler System Service and maintenance, Central Station monitoring, Fire Department access related items have not been in place since at least February 2009, this shall serve

as your **official 72 hour notice for correction of all non compliant issues related to the following**:

City of Las Vegas Fire Code Ordinance #5667, NFPA 1

Case #	Violation Location	Violation Comments
90670	ENTIRE PROPERTY	COMPLY WITHIN 72 HOURS WITH ATTACHED FIRE NOTICE

LAS VEGAS CITY COUNCIL
MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE • STEVE WOLFSON • LOIS TARKANIAN
STEVEN D. ROSS • RICKI Y. BARLOW • STAVROS S. ANTHONY
CITY MANAGER ELIZABETH N. FRETWELL
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3901 • TTY 702.386.9108 • www.lasvegasnevada.gov

19.04.010 -AUTO REPAIR- MAJOR : LVMC 9.04.010 Public Nuisance (5) Any violation of Title 19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: Auto Repair Garage, Major

SUP Required: C-2
CONDITIONAL USE: C-M, M

Description:
A facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. This use includes a facility which performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds.
Conditional Use Regulations:
1. All repair and service work shall be performed within a completely enclosed building.
2. Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.
5. All disabled vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets.
Minimum Special Use Permit Requirements:
1. All repair and service work shall be performed within a completely enclosed building. All windows and doors shall be completely closed when body and fender work, hammering, sanding or other noise-generating activities are being performed.
2. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
3. Openings in service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
4. All disabled or wrecked vehicles shall be stored in an area that is screened from view from the surrounding properties and adjoining streets.
5. Outdoor hoists are prohibited.
6. All hazardous materials resulting from the repair, storage, or dismantling of vehicles shall be properly stored and removed from the premises in a timely manner. Storage, use and removal of toxic substances, solid waste pollution and flammable liquids, particularly gasoline, paints, solvents and thinners, shall conform to all applicable Federal, State, and local regulations.
7. No vehicle may be parked on the premises for the purposes of offering the vehicle for sale.

8. Outdoor bells and loudspeakers are prohibited.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Case #	Violation Location	Violation Comments
91307	Unit 130/ ALL PARKING AREAS	REMOVE ALL DISMANTLED, WRECKED VEHICLES FROM PARKING AREA OR SCREEN FROM PUBLIC VIEW WITH PERMITTED FENCE.

19.04.010 -AUTO REPAIR- MINOR : LVMC 9.04.010 Public Nuisance (5) Any violation of Title 19 of this Code.

LVMC 9.04.080 Necessary action.

19.04.010 Land Use Tables - USE: Auto Repair Garage, Minor

Description:
A facility for the performance of minor repairs and service on vehicles of 10,000 pounds gross vehicle weight or less. Such repairs and service are limited to electronic tune-ups, brake repairs (including drum turning), air conditioning repairs, generator and starter repairs, tire repairs, front end alignments, battery recharging, lubrication, selling/installing minor parts and accessories, and other similar activities. This use also includes the repair and installation of other minor elements of an automobile such as windshield wipers, hoses, windows, etc., but excludes general engine repairs, engine installation, and the repair and installation of transmissions and differentials.
Conditional Use Regulations:
1. All repair and service work shall be performed within a completely enclosed building.
2. Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.
3. No used or discarded automotive parts or equipment shall be located or stored in any open area outside of the enclosed building.
4. No outside storage of stock, equipment or residual used equipment shall be located or stored in any open area outside of the enclosed building.
5. All disabled vehicles shall be stored in an area which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

On-site Parking Requirement: Five spaces, plus one space for each 200 square feet of gross floor area.

Case #	Violation Location	Violation Comments

90670	PROPERTY	REMOVE OR PROPERLY SCREEN ALL DISMANTLED/WRECKED VEHICLES FROM PARKING AREA-MAY NOT BE STORED IN PUBLIC VIEW

19.14.030 PROHIBITED SIGNS : 19.14.030 Exempt and prohibited signs.

(C) Prohibited Signs. The following signs are prohibited:
(1) All signs not expressly permitted or exempted under this Chapter;
(2) Any on-premise sign that is associated with a use that no longer occupies the premises on which it is located;
(3) Pole signs placed or erected after August 1, 2002, that do not meet the freestanding sign design standards contained in this Chapter;
(4) A private sign of any kind located on or over any public street, walkway, parking or other public property except as otherwise provided for in this Chapter;
(5) Displays that employ white, red or blue rotating lights or any lights that simulate emergency vehicle lights;
(6) Except as lawfully permitted as a temporary special event or civic event sign, beacons, pennants, inflatable signs, tethered balloons, portable signs and similar attention gaining devices;
(7) Signs placed on parked vehicles or trailers, or parked commercial vehicles where the vehicle or trailer is not used by the business advertised for the transportation of persons or goods in the ordinary course of business;
(8) Permanent balloon signs; and
(9) Outdoor, portable electric signs, except as permitted under the provisions for temporary signs.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL SIGNAGE ON BUILDING THAT DOES NOT ADVERTISE AN EXISTING LICENSED BUSINESS AT THIS LOCATION

19.14.090 SPECIAL EVENT SIGNS : LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

LVMC 19.14.090 Temporary signs- SPECIAL EVENT SIGNS

(A) Special Event Signs. See Figure 12 for an example of a special event sign.
(1) General Standards.
(a) Special event signs may be approved by the Director for a limited time as a means of publicizing special events such as grand openings.

(b) Special event signs may include balloons, inflated devices, searchlights, pennants, portable signs, streamers and other similar devices.
(2) Certificate Required.
(a) A temporary sign certificate is required for a temporary special event sign.
(b) The certificate allows the holder to display temporary event signs on the lot where the event is to occur. Temporary special event signs may be displayed by the same business license holder on the same lot up to four times in any one calendar year. The aggregate time of display of such signs shall not exceed sixty days in any one calendar year.

LVMC prohibits posting any on-premise temporary sign without obtaining a temporary sign certificate from Planning & Development Department, 731 S. 4th St., 229-6301.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL TEMPORARY SIGNS, BANNERS, FLAGS IN LANDSCAPING AREA AND ATTACHED TO BUILDING.

9.04.010 (5) ZONING VIOLATION : LVMC 9.04.010 (5) Any violation of Title 19 of this Code.

Case #	Violation Location	Violation Comments
90670	property	REMOVE MOTORHOME/RV FROM PRORERTY- PERSONS MAY NOT LIVE ON SITE- REMOVE ALL ELECTRICAL, WASTELINE HOOK UPS TO MOTORHOME

9.04.010 (6) ILLEGAL BUSINESS : LVMC 9.04.010 (6) Operating a business without a current license as required by Title 6.

Case #	Violation Location	Violation Comments
91303	suite/bay # 110	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED
91305	SUITE/BAY # 140	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED

91306	SUITE/BAY # 145	CEASE BUSINESS ACTIVITY FROM THIS UNIT A CERTIFICATE OF OCCUPANCY AND A CITY OF LAS VEGAS BUSINESS LICENSE IS OBTAINED
90670	PROPERTY	CEASE SELLING, DISPLAYING FOR SALE VEHICLES AT THIS LOCATION- NOT PRESENTLY LICENSED FOR THIS ACTIVITY

9.04.010 (7)(C) GRAFFITI : LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL GRAFFITI ON SITE- MAINTAIN

9.04.010(7)(A) HIGH VEGETATION : LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL HIGH GRASS AND WEEDS FROM LANDCAPED AREA

9.08.040 LITTER/DEPOSTING : LVMC 9.08.040 Depositing on private or public premises or ways unlawful.
(A) It is unlawful for any person to:
(1) Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the City, any solid waste, hazardous waste or recyclables.
(2) Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste or

recyclables upon the private or public property or premises or into the container of another person within the City, except as may be provided for in this Chapter.
(3) Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.
(4) Throw or deposit or cause to be thrown or deposited any solid waste, hazardous waste or recyclables in any areas of the City not designated, authorized or licensed by the City for deposit of these materials.
(B) There is hereby created a rebuttable presumption that the disposal of solid waste, hazardous waste or recyclables in violation of this Section was done by the owner of such items.

Case #	Violation Location	Violation Comments
90670	property	REMOVE ALL LOOSE TRASH,LITTER THROUGHOUT PROPERTY.

9.08.100 LIT/CONTAINER PLACEMT : LVMC 9.08.100 Containers--Responsibility to provide--Placement.
(A) Every person owning or managing any premises, except as otherwise provided in Subsection (E) of this Section, shall provide one or more containers sufficient for the depositing of all solid waste from the premises. A solid waste franchisee may rent solid waste containers to its customers pursuant to the rates specified in this Chapter, but the responsibility for placement of such rented containers remains with the person owning or managing the premises.
(B) A franchisee shall provide to its curbside recyclables collection customers, upon request and at no additional cost to such customers, appropriate containers for the storage and collection of recyclables.
(C) On any single-family or duplex residential premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley, or within any front yard as defined in the zoning regulations of the City; provided, however, that such containers may be placed within such area, except for traffic lanes, for the purpose of the collection of solid waste and recyclables no earlier than two p.m. on the day prior to the designated collection day, and that such containers must be removed from the right-of-way no later than midnight of the collection day.
(D) On any multiple dwellings, commercial or industrial premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley. Containers shall be stored within an enclosure if an enclosure was required in connection with development approval or is otherwise provided on the premises. The construction of container enclosures is encouraged, if such construction was not required in accordance with a development approval. To the extent reasonably possible, development plans and approvals concerning the construction of container enclosures shall be coordinated

with the solid waste franchisee.
(E) Places of business whose rubbish consists principally of boxes, cartons and other items of such bulk that the placing of the same in a container would be impracticable may provide for such solid waste to be piled on the premises of such place of business adjacent to a street or alley, provided such boxes or cartons shall be flattened and tied in bundles. The monthly rate to be charged such places of business for collecting, transporting and disposing of such rubbish shall be computed in accordance with the rates set forth in Section 9.08.160 and based upon the bulk of such piles.
(F) A franchisee shall not be required to pick up solid waste or recyclables from any location that the franchisee, subject to the City's approval, determines is not safe to access with its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including maneuvers requiring the unsafe backing up of vehicles.
(G) The provisions of this Section may be enforced by the City's Department of Neighborhood Services, as well as the Las Vegas Metropolitan Police Department.

Case #	Violation Location	Violation Comments
90670	property	REMOVE DEBRIS FROM OVERFLOWING TRASH BINS , TRASH ENCLOSURES MUST BE KEPT FREE OF LOOSE TRASH/DEBRIS. REPAIR ANY DAMAGED TRASH ENCLOSURES

9.08.210 MANDATORY SERVICE : 9.08.210 - Mandatory service - Billings Penalties.

(A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person owning, occupying or managing any premises in the City which are connected to an electric utility service to subscribe to solid waste collection service provided by the City or its authorized franchisee and to pay the charges specified in this Chapter. No person may discontinue paying for solid waste collection service for his or her premises, unless such premises are not connected to an electric utility service for the entire billing period.

9.08.280 - Violation Penalty.

The City, in addition to the remedies and penalties above named, may seek injunctive relief against any violator of this Chapter, with or without prior notice, to prevent or correct any solid waste, hazardous waste or recyclable materials problem.

9.08.310 - Declaration of nuisance.

Solid waste and hazardous waste, as defined in Section 9.08.020 and for the purpose of this

Chapter, are a nuisance per se.

9.04.010 - Definitions.

As used in this Chapter, unless the context requires otherwise, the following terms shall be defined as set forth in this Section.

"Authorized official" means an officer of the Las Vegas Metropolitan Police Department and any person designated and empowered by ordinance, by the City Manager or by the District Health Officer to enforce the provisions of Title 9.

"Public nuisance," "nuisance," or "nuisance activity" means any of the following conditions:

(4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, wastepaper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Case #	Violation Location	Violation Comments
90670	property	MUST HAVE TRASH SERVICE WITH LOCAL PROVIDER - REPUBLIC SERVICES- CONTACT REPUBLIC SERVICES TO ESTABLISH SERVICE.

UAC 301.1 PERMITS REQUIRED : 16.02.010 - Uniform Administrative Code and supplement adopted.

Section 301.1 PERMITS REQUIRED
Except as specified in Subsection 301.1.1 of this Section or in Section 26 of this Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed,, enlarged, altered, repair, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official. If work is commenced before necessary and

appropriate permit for the work has been obtained, the Building Official is authorized to charge an additional fee in the amount of the building permit fee (i.e., a double fee).

Contact Building and Safety Department to obtain permit, they are located at 731 S. 4th St. or call 229-6251.

Case #	Violation Location	Violation Comments
90670	property	ANY AND ALL ALTERATIONS,CHANGES,MODIFICATIONS TO THE ORIGINAL BUILDING MUST HAVE A PERMIT AND FINAL INSPECTIONS.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area code enforcement officer 32 at (702)229-5031 to supply your current phone number, email address, fax number, or additional mailing address.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

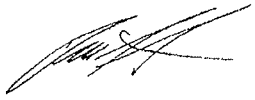
You are hereby ordered to correct the nuisance by the eleventh day after the day of mailing, servicing or posting of the Notice and Order by hand. If you do not correct the violation within that time, the City may issue a misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items, which you may consider useful or valuable. If you wish to salvage any items, please have them removed.

As the property owner(s), you will be responsible for all costs incurred to correct this condition. A 15% percent administrative fee shall be added to the costs of the contract price. You will be notified of a public hearing to be conducted by the City Council to review the costs, and their decision shall be final and conclusive. Upon approval of the costs by the City Council, a Lien of Assessment shall then be collected at the same time and in the same manner as ordinary taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to such assessment.

If you disagree with the assessment of Neighborhood Response, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance. Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Department of Neighborhood Services, Neighborhood Response Division, by telephoning (702) 229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,



Devin S. Smith, Manager
Neighborhood Response Division
Neighborhood Services Department

Enclosures: City of Las Vegas General Conditions of Abatement

LAS VEGAS CITY COUNCIL

MAYOR
OSCAR B. GOODMAN

GARY REESE, WARD 3
(MAYOR PRO-TEM)
STEVE WOLFSON, WARD 2
LOIS TARKANIAN, WARD 1
STEVEN D. ROSS, WARD 6
RICKI Y. BARLOW, WARD 5
STAVROS S. ANTHONY, WARD 4

CITY MANAGER
ELIZABETH N. FRETWELL

NEIGHBORHOOD
SERVICES DEPARTMENT

DIRECTOR
STEPHEN K. HARSIN, AICP

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

VOICE 702.229.2330
FAX 702.598-3938
TTY 702 386.3045
www.lasvegasnevada.gov

November 17, 2010

Certified/Regular Mail
Return Receipt Requested

Hector Camacho
1501 South Maryland Parkway
Las Vegas, NV 89104-3313

RE: – 4561 East Bonanza Road/Case #90670

Dear Property Owner:

At the City Council meeting on December 1, 2010, a review hearing will be held regarding your property.

If you have any questions or need further information, please feel free to contact me at (702) 229-6615.

Sincerely,

Devin S. Smith, Manager
Neighborhood Response Division
Department of Neighborhood Services

DS:ld

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 90670

4561 E BONANZA RD - Map # 02429-13 Parcel 14032101017

Owner Information:

CAMACHO HECTOR
1501 S MARYLAND PKWY
LAS VEGAS, NV 89104-3313

Zoning Information: C-2(GENERAL COMMERCIAL)

Case Comments: VARIOUS CODE VIOLATIONS

Case Assigned To: LORI HAGEMAN

Follow Up Inspection Date: November 17, 2010

Date Case Opened: May 11, 2010

Ward: 3

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date Status/Completed Date Location
Comments

AB-003D: 16.04 IBC-SEC 110 CERT OF OCC.
5/11/10 OPEN ALL UNLICENSED BAYS-# 110,125,130,140,145.
CEASE IMMEDIATELY WORKING FROM ANY UNITS/SUITES/BAYS THAT DO NOT HAVE A CURRENT CERTIFICATE OF OCCUPANCY AND AN APPROVED CITY LAS VEGAS BUSINESS LICENSE

AB-005: UAC 301.1 PERMITS REQUIRED
5/18/10 OPEN property
ANY AND ALL ALTERATIONS,CHANGES,MODIFICATIONS TO THE ORIGINAL BUILDING MUST HAVE A PERMIT AND FINAL INSPECTIONS.

5/18/10 OPEN ENTIRE PROPERTY
COMPLY WITHIN 72 HOURS WITH ATTACHED FIRE NOTICE
5/24/10 OPEN ENTIRE BUILDING
COMPLY WITHIN 72 HOURS WITH ATTACHED FIRE NOTICE

AN-004: 9.04.010 (5) ZONING VIOLATION
5/11/10 OPEN property
REMOVE MOTORHOME FROM PROPERTY-PERSON MAY NOT LIVE/RESIDE IN THE RV
REMOVE MOTORHOME/RV FROM PRORERTY- PERSONS MAY NOT LIVE ON SITE- REMOVE ALL ELECTRICAL , WASTELINE HOOK UPS TO MOTORHOME

AN-006: 9.04.010(7)(A) HIGH VEGETATION
5/11/10 OPEN LANDSCAPED AREA
REMOVE ALL HIGH GRASS AND WEEDS FROM LANDCAPED AREA
REMOVE ALL HIGH GRASS AND WEEDS IN LANDSCAPED AREA - MUST MAINTAIN

AN-008: 9.04.010 (7)(C) GRAFFITI
5/11/10 OPEN property
REMOVE ALL GRAFFITI FROM BUILDING - MUST MAINTAIN / MONITOR ON A REGULAR BASIS
REMOVE ALL GRAFFITI ON SITE- MAINTAIN

AN-011: 9.08.040 LITTER/DEPOSTING
5/11/10 OPEN property
REMOVE ALL LOOSE TRASH,LITTER THROUGHOUT PROPERTY.

AN-012: 9.08.100 LIT/CONTAINER PLACEMT
5/11/10 OPEN TRASH ENCLOSURES
REMOVE DEBRIS FROM OVERFLOWING TRASH BINS , TRASH ENCLOSURES MUST BE KEPT FREE OF LOOSE TRASH/DEBRIS. REPAIR ANY DAMAGED TRASH ENCLOSURES
REMOVE OVERFLOWING TRASH AND DEBRIS FROM DUMPSTER ENCLOSURES

AN-014A: 9.08.210 MANDATORY SERVICE
5/11/10 OPEN ENTIRE PROPERTY
MUST HAVE ALL TRASH SERVICE ESTABLISHED THROUGH LOCAL PROVIDER- REPUBLIC SERVICES- CURRENTLY NO ACTIVE SERVICE
MUST HAVE TRASH SERVICE WITH LOCAL PROVIDER - REPUBLIC SERVICES- CONTACT REPUBLIC SERVICES TO ESTABLISH SERVICE.

AN-020: 9.04.010 (6) ILLEGAL BUSINESS
5/18/10 OPEN PROPERTY
CEASE SELLING, DISPLAYING FOR SALE VEHICLES AT THIS LOCATION- NOT PRESENTLY LICENSED FOR THIS ACTIVITY

AZ-002: 19.04.010 LAND USE VIOLATIONS
5/11/10 OPEN property

REMOVE ALL DISMANTLED/WRECKED VEHICLES-PER LAND USE- MUST BE SCREENED FROM PUBLIC VIEW

AZ-002G2: 19.04.010 -AUTO REPAIR- MINOR
5/18/10 OPEN PROPERTY
REMOVE OR PROPERLY SCREEN ALL DISMANTLED/WRECKED VEHICLES FROM PARKING AREA-MAY NOT BE STORED IN PUBLIC VIEW

AZ-008: 19.04.070 USE RESTRICTIONS
5/11/10 OPEN ALL UNITS/BAYS:#110,125,130,140,145.
CEASE WORKING OUT OF THE SCOPE OF APPROVED BUSINESS LICENSE- MAY NOT PERFORM BODY AND PAINT WORK

AZ-009: 19.04.080 PROHIBITED USES

5/11/10 OPEN property

CEASE SELLING ADVERTISING VEHICLES FROM THIS PARCEL- NOT AN APPROVED USE

AZ-020: 19.14.030 PROHIBITED SIGNS

5/11/10 OPEN BUILDING

REMOVE ALL SIGNAGE ON BUILDING THAT DOES NOT ADVERTISE AN EXISTING LICENSED BUSINESS AT THIS LOCATION

REMOVE ANY SIGNAGE FROM A OUT OF SERVICE BUSINESS- ALL SIGNAGE MUST BE ADVERTISING AN ACTIVE LICENSE

AZ-021: 19.14.090 SPECIAL EVENT SIGNS

5/11/10 OPEN property

REMOVE ALL TEMPORARY SIGNS , BANNERS, FLAGS IN LANDSCAPING AREA AND ATTACHED TO BUILDING.

REMOVE ALL TEMPORARY SIGNS AND BANNERS FROM BUILDING AND LANDSCAPING- NO PERMIT ON FILE

Chronology of Events:

May 11, 2010	**REPORT PREPARATION**
	32) had roundtable meeting with BL, Fire, and CA to discuss property
May 11, 2010	**Insp#: 988846**
	21)DSS) WALKED PROPERTY: DISMANTLED VEHICLES IN PARKING AREA,GRAFFITI,WEEDS IN LANDSCAPING.TRASH BINS OVERFLOWING.PERSON IN BAYS DOING BODYWORK- HE STATED HE WORKS FOR HECTOR CAMACHO.EVIDENCE OF BODY WORK ON VEHICLES AND IN TRASH BIN-PAPER WITH PAINT OVERSPRAY. BUSINESS IN UNIT #110 NEVADA TRANS IS NOW GONE.PERSONS INSIDE DOING REPAIR W/O LICENSES.PERSON IN RV IN PARKING AREA-HOOKED TO WATER/POWER.PER DAN STILL ISSUE CN. Entered all violations into case. Sent notice to owner 5-12. Tony will post on property on 5-13 and will give notice to City Attorney Dan Still on 5-13
May 12, 2010	**PHONE CALL**
	32) Per Republic Services no trash pick up being done
May 12, 2010	**DIRECTIVE**
	32) went over violations with Tony- discussed case
May 13, 2010	**CORRECTION NOTICE ISSUED**
May 17, 2010	**RESEARCH**
	32) picked up records from building department
May 17, 2010	**PHONE CALL**
	32) received call from owner Hector 460-1775 wanted to know if he could have more time stated he will be meeting with the City Attorney Dan Still first week of June- told him I would ask Devin what they discussed in their meeting
May 17, 2010	**PHONE CALL**
	32) Hector called me again 460-1775 to say he just left Republic and they will start picking up again. so he will have weekly service. He is going to Argentina because his mom passed away next week BUT his guy will continue to clean up property and should be 80% done by 5-24
May 18, 2010	**Insp#: 988953**
	32) 5-18-10 also Devin. We met with Hector and the man (Chanos) cleaning up the lots. Went over step by step what needs to be done. already have a Lunas dumpster on site. 2 businesses are applying with BL for licenses in the next 2 days. Working on sealing up the hole/opening in wall into other bay. Already received notice from fire and are working on those violations. Hector will be meeting with City Attorney Dan Still to go over case.
May 25, 2010	**MEETING**
	21)DSS)BL)DAN STILL)agreed fd will issue 72 hr notice to establish fire sprinker and alarm monitoring or else the entire building will be vacated.only suites 120,150,160 may re-enter once monitoring is established.CE will issue N&O with all violations listed plus:business license required and fire monitoring required.n&o to be issued/posted on 6-1

May 27, 2010	NOTICE AND ORDER ISSUED
May 27, 2010	NOTICE AND ORDER ISSUED
May 27, 2010	NOTICE AND ORDER ISSUED
May 27, 2010	NOTICE AND ORDER ISSUED
May 27, 2010	NOTICE AND ORDER ISSUED
May 27, 2010	NOTICE AND ORDER ISSUED
June 01, 2010	RECORDED DOCUMENT
	Ld) Recorded Nuisance N&O To Comply dated 6/1/10
June 01, 2010	Insp#: 992654
	21)posted n&o on building next to mailbox- 72 hrs to bring all FD requirements into compliance/6-4-10 11.00hrs. all other maintenance items have ten days. cb 6-11-10. red 4 runner for sale at entrance,illegal signage and display remains.appears some progress with landscape cleanup and trash bins/enclosures clean.still no service with RSS.fasiled today assess fee.
June 04, 2010	Insp#: 997068
	21)dss)bl/jose)metro)fd):SIGNAL FIRE SERVICE COMPANY ON SITE INSTALLING FIRE MONITORING EQUIPMENT.POSTING RED TAGS AND VACATE ORDERS ON ALL SUITES WITHOUT ACTIVE BUSINESS LICENSES AND C OF O`S._CURRENTLY SUITES : 110,130,135,140,145. SUITES 150/160 AND 120 ARE IN COMPLIANCE WITH BL.
June 06, 2010	Insp#: 999457
	21)6/6/10-officer 26 took photos of bay doors at #140 open and person inside working on vehicles-hoods open,tools,etc.assess fee this bay does not have an approved bl yet still display in front and in landscaping of tire store at bays 160/150,rv motorhome still on site with person residing inside assess fee. NOTE:property does have trash service with RSS.
June 11, 2010	CITY COUNCIL AGENDA PREP
	Ld) Appeal filed at City Clerk 6/9/10
June 22, 2010	DIRECTIVE
	32) took pictures of property and moved into case
June 22, 2010	Insp#: 1003287
	32) 6-22-10 took pictures of property moved into case and failed today- Yellow Lunas dumpster in parking lot, blue Acura for sale on property, boat/bow flags in landscape area, and trash enclosure still needs to be repaired or removed. C/B 6-30
July 01, 2010	Insp#: 1006131
	32) 7-1-10 blue Acura Integra RS for sale $2100. on property cell 339-4729 or 689-4497 yellow lunas dumpster still in parking lot, man still in motorhome/RV, and trash enclosure not repaired or removed yet. took pictures and moved into case. Per Tony fail for today. C/B 7-8
July 08, 2010	Insp#: 1010167
	32) 7-8-10 blue Acura Integra RS for sale $2700. 339-4729 on property by street. Trash enclosure still not repaired or removed. Temporary flags in landscape area. Yellow Lunas dumpster on site. failed today took pictures of property - will let Tony know
July 14, 2010	Insp#: 1011987

	32) 7-14-10 Took pictures failed today. Acura Integra RS for sale $2700.00 339-4729 no plates and White Pontiac Grand Prix for sale $1800.00 472-1672 no plates. yellow Lunas dumpster still in parking lot, trash enclosure nit repaired or replaced yet, temporary flags in landscape area. sent notice to owner to assessors C/B 7-19
July 14, 2010	**CORRECTION NOTICE ISSUED**
July 21, 2010	**ADMINSTRATIVE**
	Ld) Sent denial of appeal letter to owners, owner filed appeal with City Clerk, but there are no appeal rights to a correction notice
July 22, 2010	**CITY COUNCIL AGENDA PREP**
	Ld) Appeal held in abeyance at 7/21 council meeting until 8/4, sent notice of abeyance to owner
August 02, 2010	**Insp#: 1014087**
	32) 8-2-10 took pictures of property. 1 vehicle for sale- white Pontiac Grand Prix no plates For sale $1500.00 472-1672 written on window. Trash enclosure still broken. Security motorhome still on property failed today. Mailed notice to owner at assessors 8-2 C/B 8-9
August 02, 2010	**CORRECTION NOTICE ISSUED**
August 10, 2010	**Insp#: 1021748**
	32) 8-10-10 did inspection of property and took pictures. Also scanned email into case per BL which suites now have a current business license. temporary flags still in landscape area, trash enclosure still not repaired or replaced, man living in motorhome/RV.
August 11, 2010	**DIRECTIVE**
	21)per BI licensed bays:110/120 CALIFORNIA ATUO.140 ANGELES AUTO BODY.150/160 AGENCIA LLANTERA AND EZY CAR SOUNDS.
August 24, 2010	**Insp#: 1025570**
	32) 8-24-10 property clean. no trash. no weeds. No vehicles for sale. man still living in motorhome/RV with dog, temporary flags in landscape area, had graffiti on west side of building- will see if it is covered by next inspection took pictures C/B 9-2
September 02, 2010	**Insp#: 1031241**
	32) 9-2-10 took pictures of property property clean, no vehicles for sale. temporary flags in landscape area, trash enclosure still not repaired/removed, man still living on property in motorhome/RV Have graffiti on the west side of building- will recheck next time to see if it is still there and that it is the same graffiti Will partial pass C/B 9-15
October 06, 2010	**Insp#: 1036339**
	21)dss)FIRE INSPECTORS: CRAWFORD & KUSSLER:hectors son now operating business out of suite 145- display cases with new parts.cars disassembled,parts tools in shop area,persons on site possible customers. partion walls have been added w/o permits, no c of o for suite.man door between suites - permit still not finaled.notice to C&D issued by fire.EXTERIOR: graffiti on trash enclosure,man still residing in rv to rear. rear area now full of wrecked dismantled vehicles. LUNAS trash bin on site used for regular trash service.damaged trash enclosure still not repaired or removed. assess fee
October 11, 2010	**Insp#: 1048876**
	32) 10-11-10 took pictures of property moved into case. Have graffiti on building, red Trans Am NV 328WUH for sale $3800. and two-toned blue no plates with $ on windows, and purple & green frankenstein blowup in landscape area Will inform Tony
October 26, 2010	**Insp#: 1050158**
	32) 10-26-10 took pictures of property- have frankenstein blow up in landscaping area, red pontiac Tans Am NV 328WUH $3800. for sale in parking lot, yellow lunas dumpster in parking lot, trash enclosure still not removed or repaired, and graffiti on building. Will inform Tony.
October 27, 2010	**CORRECTION NOTICE ISSUED**
November 03, 2010	**Insp#: 1055830**

32) and 21) 11-3-10 took pictures of property. man and dog still living in motorhome. 2 vehicles for sale- red pontiac NV 328WUH and two-toned blue no plates. yellow Lunas dumpster still on property. Engine on ground. Graffiti on building. Big blue A-frame type sign on property. Per Tony fail today. sent notice to owner to assessors 1501 S Maryland Pkwy LV, NV 89104-3313 11-3

November 03, 2010 **CORRECTION NOTICE ISSUED**

November 10, 2010 **Insp#: 1058645**

32) 11-10-10 yellow dumpster on property. 2 motorhomes still on property. Trash enclosure still broken. graffiti on west side of building. boat/bow flags still in front took pictures and failed today sent notice to owner to assessors address 1501 S Maryland pkwy LV,NV 89104-3313 11-10 C/B 10-17

November 10, 2010 **Insp#: 1060840**

November 10, 2010 **CORRECTION NOTICE ISSUED**

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
COMMERCIAL INSPECTION FEE	$120.00	U	06/02/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	06/16/2010	
FIRST COMMERCIAL CIVIL PENALTY	$150.00	U	06/16/2010	
SECOND COMMERCIAL CIVIL PENALTY	$300.00	U	06/22/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	06/22/2010	
THIRD COMMERCIAL CIVIL PENALTY	$1,000.00	U	07/01/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	07/01/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	07/08/2010	
FOURTH COMMERCIAL CIVIL PENALTY	$1,000.00	U	07/08/2010	
RECURRING COMMERCIAL CIVIL PENALTY	$1,000.00	U	07/14/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	07/14/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	08/02/2010	
RECURRING COMMERCIAL CIVIL PENALTY	$1,000.00	U	08/02/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	10/06/2010	
RECURRING COMMERCIAL CIVIL PENALTY	$1,000.00	U	10/06/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	10/27/2010	
RECURRING COMMERCIAL CIVIL PENALTY	$1,000.00	U	10/27/2010	
RECURRING COMMERCIAL CIVIL PENALTY	$1,000.00	U	11/03/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	11/03/2010	
RECURRING COMMERCIAL CIVIL PENALTY	$1,000.00	U	11/10/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	11/10/2010	

Total Amount Due: **$10,370.00**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED

Bid Amount:
Bid Award Date:
Contractor Start Date:
Description:

Revised Bid Information:

Bid #	CONTRACTOR	REQUEST	Requested Date:	New Bid Amount
	APPROVED	APPROVER		
	REASON			

Court Information:

Citation Number: **Name:**
Court Case #:

Citation Issued Date:
Affidavit Submitted Date:
Affidavit Approved Date:
Arraignment Date:
Court:
Department Assigned:
Next Court Date:
Number of Continuances:
Status:
Jail Required:

Fines Assessed:
Court Costs:

Court Sentence:

APN 140-32-101-017

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **HECTOR CAMACHO**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **140-32-101-017**
Commonly known as: **4561 East Bonanza Road**
Legal Description: **PARCEL MAP FILE 116 PAGE 81**
LOT 2

Reinspection fees were incurred by the City of Las Vegas as a result of attempts to correct in the above referenced nuisance condition pursuant to Municipal Code, Title 9.04.010 dealing with nuisances; City of Las Vegas Fire Code Ordinance 5667; 19.04.010 Auto Repair Major; 19.04.010 Auto Repair Minor; 19.14.030 Prohibited Signs; 19.14.090 Special Event Signs; 9.040.010 (5) Zoning Violation; 9.040.010 (6) Illegal Business; 9.040.010 (7) (C) Graffiti; 9.040.010 (7) (A) High Vegetation; 9.08.040 Litter/Depositing; 9.08.100 Litter/Container Placement; 9.08.210 Mandatory Service; and Uniform Administrative Code 301.1 Permits Required. Additionally, pursuant to Municipal Code 9.040.120, civil penalties were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$174,920.00** assessed against the property.

The Las Vegas City Council, at a duly noticed hearing held on **December 1, 2010** ordered the above charges in the amount of **$174,920.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2010

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE, LAS VEGAS, NV 89101 Case #90670

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-39951 - EXTENSION OF TIME - APPLICANT/OWNER: CHARLES & GAIL SHIELDS - Request for an Extension of Time of a previously approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008), Ward 6 (Ross). Staff recommends APPROVAL.

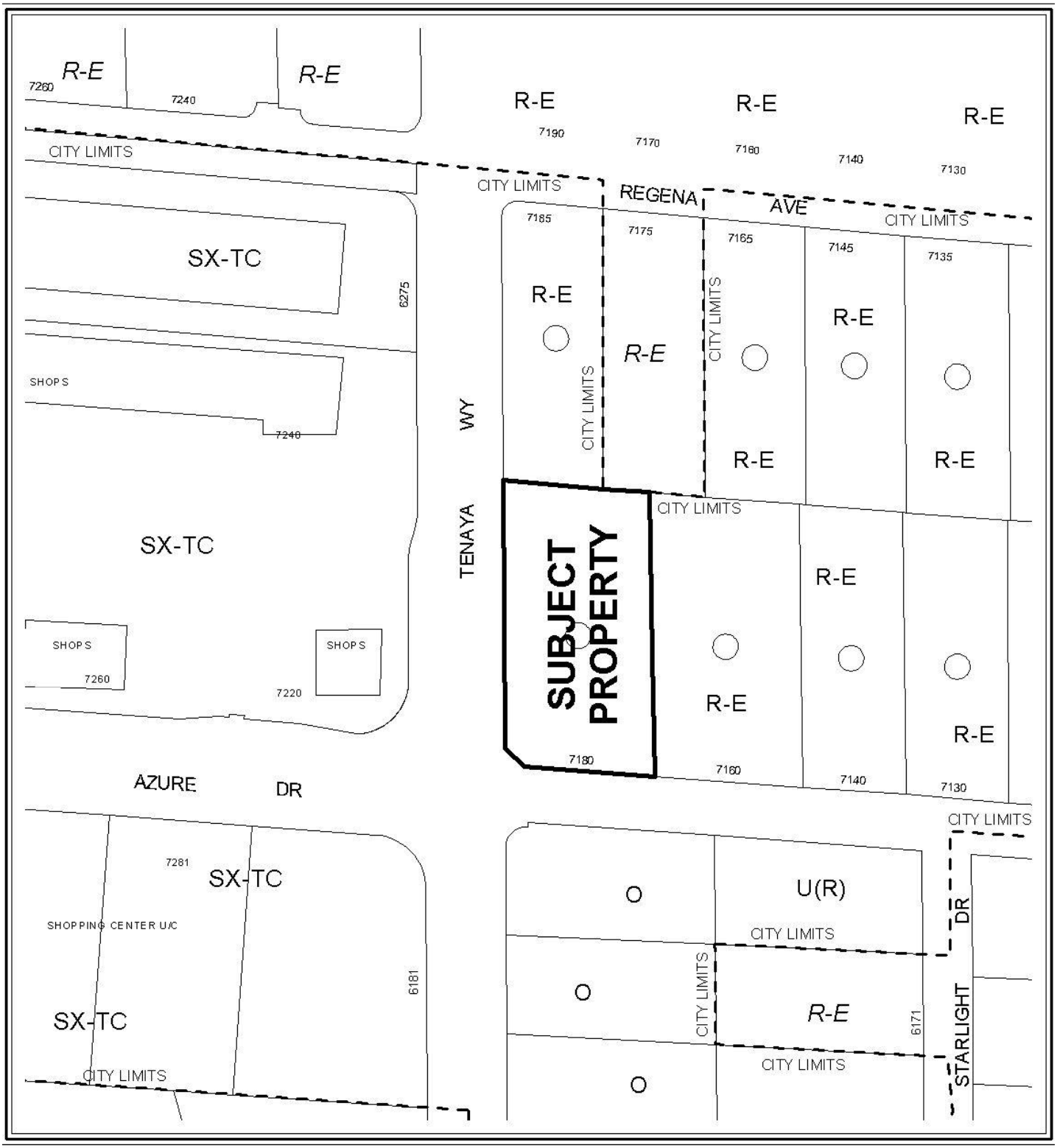
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. City Council Approval Letter for ZON-15233
5. Justification Letter



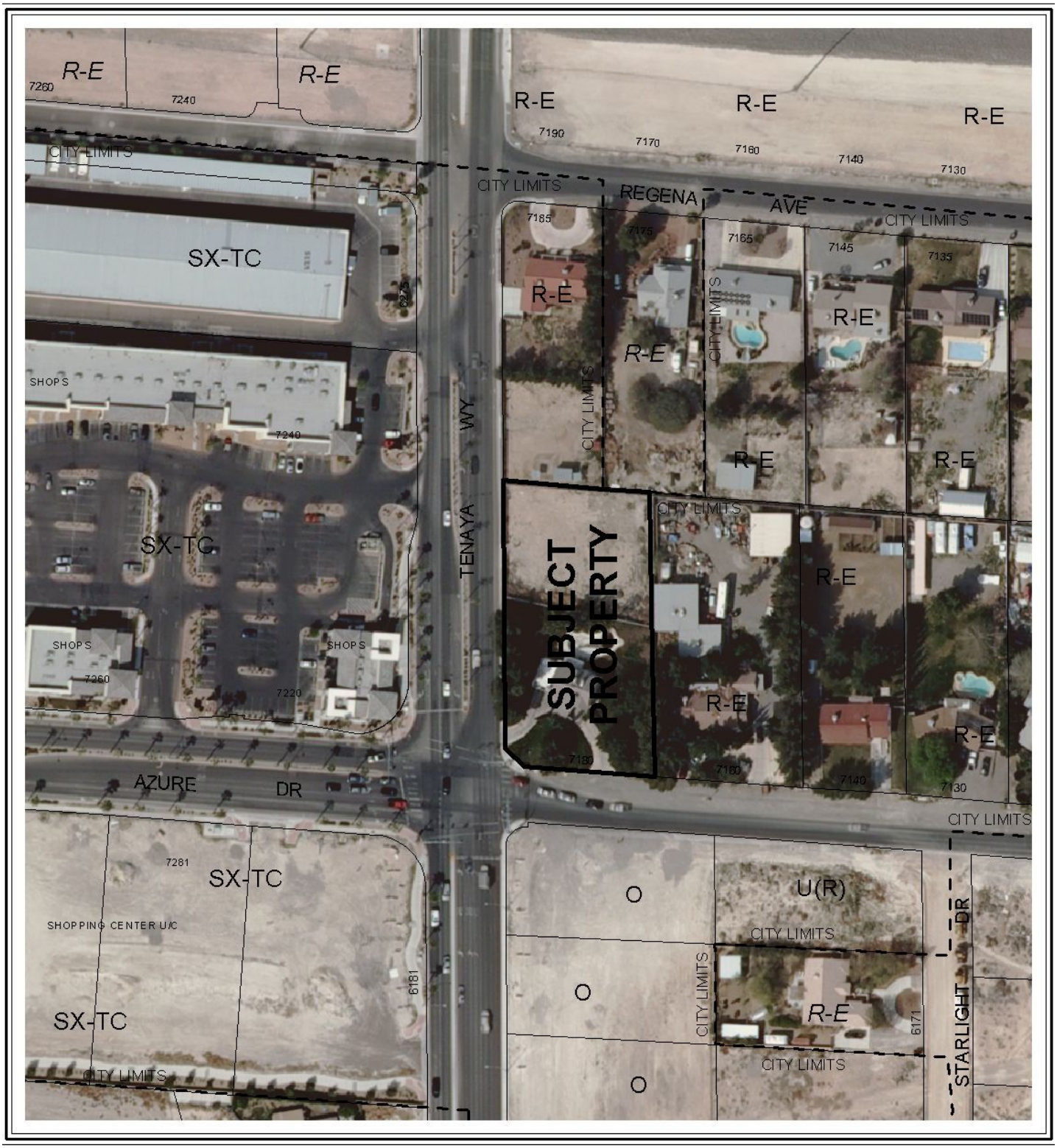
0 100 200 Feet

CASE: **EOT-39951**

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) ZONE UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING) ZONE AND R-E (RESIDENCE ESTATES) ZONE [PROPOSED: P-R (PROFESSIONAL OFFICE AND PARKING) ZONE]

N



0 100 200 Feet

CASE: **EOT-39951**

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) ZONE UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING) ZONE AND R-E (RESIDENCE ESTATES) ZONE [PROPOSED: P-R (PROFESSIONAL OFFICE AND PARKING) ZONE]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CHARLES & GAIL SHIELDS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39951	Staff recommends APPROVAL.	None

DS

** STAFF REPORT **

PROJECT DESCRIPTION

A portion of the subject site is undeveloped land with the remaining part occupied by a single-family residence. The applicant received previous approval for Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking) for the proposed conversion of the single family dwelling to an office. The Rezoning to P-R (Professional Office and Parking) aligns with the General Plan designation of O (Office). There has been a change in the zoning designation of property to the south of the subject site from U (Undeveloped) to O (Office), and new development that includes a convenience store with restricted gaming and fuel pumps to the southwest; and beer/wine/cooler off-sale within a retail establishment to the west.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/00	The City Council approved a Petition to Annex [A-0044-99(A)] an area consisting of approximately 19.069 acres of land located on the southeast corner of Regena Avenue and Tenaya Way. The Planning Commission and staff recommended approval. The Annexation became effective on 05/26/00.
10/06/04	The City Council approved a request to amend a portion of the Centennial Hills Inter-local Land Use Plan of the General Plan (GPA-4631) from R (Rural) to O (Office) on 0.96 acres at 7180 West Azure Drive. The Planning Commission and staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for a Site Development Plan Review (SDR-4638) for a proposed office and parking lot.
10/18/06	The City Council approved a request for an Extension of Time (EOT-16411) of a previously approved Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking) on 0.96 acres at 7180 West Azure Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-16402) of a previously approved Site Development Plan Review (SDR-4638) that allowed an office and parking lot.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/15/06	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-15231) from R (Rural Density Residential) to O (Office) on a portion of 0.96 acres at 7180 West Azure Drive. The Planning Commission and staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for a Site Development Plan Review (SDR-15235) for a proposed conversion of a single-family residence to an office.
11/19/08	The City Council approved a request for an Extension of Time (EOT-30803) of a previously approved Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking) on a portion of 0.96 acres at 7180 West Azure Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-29674) of a previously approved Rezoning (ZON-4635) from R-E (Residence Estates) to P-R (Professional Office and Parking).
	The City Council approved a related request for an Extension of Time (EOT-30794) of a previously approved Site Development Plan Review (SDR-15235) for the proposed conversion of a single family residence to an office.

Most Recent Change of Ownership	
05/08/90	A deed was recorded for a change in ownership (125-27-503-008).

Related Building Permits/Business Licenses
There are no current business licenses nor have there been any building permits issued or plans submitted for review for the proposed project.

Pre-Application Meeting
A pre-application meeting was not required nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.96

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land and Single-Family Residence	O (Office)	R-E (Residence Estates) with a Resolution of Intent to P-R (Professional Office and Parking)
North	Single-Family Residences	R (Rural Density Residential)	R-E (Residence Estates)
South	Undeveloped Land	O (Office)	O (Office)
East	Single-Family Residences	R (Rural Density Residential)	R-E (Residential Estates)
West	Retail Establishments and Storage	TC (Town Center)	T-C (Town Center) [GC (General Commercial) Town Center Special Land Use 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		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Rezoning (ZON-15233) from R-E (Residence Estates) to P-R (Professional Office and Parking) at 7180 West Azure Drive. The applicant had received previous approval for a Site Development Plan Review (SDR-15235) to convert an existing single-family residence to an office, but due to constant requests for changes to the design by potential tenants, the applicant has decided to allow the Site Development Plan Review (SDR-15235) to expire and will resubmit a new plan when a tenant is secured.

FINDINGS

The Rezoning to P-R (Professional Office and Parking) aligns with the General Plan designation of O (Office). There has been a change in the zoning designation of property to the south of the subject site from U (Undeveloped) to O (Office), and new development that includes a convenience store with restricted gaming and fuel pumps to the southwest; and beer/wine/cooler off-sale within a retail establishment to the west. The Rezoning (ZON-15233) does not negatively affect the changes in land use and development in the surrounding areas. The applicant is requesting an extension of time due to architectural issues for the proposed project. Staff has no objection to this request and is recommending approval.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39951** APN: 125-275-03-008

Name of Property Owner: CHARLES SHIELDS

Name of Applicant: AS ABOVE

Name of Representative: AS ABOVE

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: Charles H. Shields

Print Name: CHARLES H. SHIELDS

Subscribed and sworn before me

This 19 day of October, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WILLIAM R. KANE
No: 05-101830-1
My Appointment Expires Dec. 14, 2013

RECEIVED
OCT 19 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Application of Time

Project Address (Location) 7180 West Azure Dr, Las Vegas 89130

Project Name SHIELDS OFFICE BUILDING **Proposed Use** MEDICAL CLINIC

Assessor's Parcel #(s) 125-275-03-008 **Ward #** 6

General Plan: existing _____ proposed _____ **Zoning:** existing P-R proposed _____

Commercial Square Footage 2860 **Floor Area Ratio** 4%

Gross Acres .96 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER CHARLES & GAIL SHIELDS **Contact** CHARLES SHIELDS

Address 7180 WEST AZURE DR, **Phone:** 525 4668 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89130

E-mail Address MAGOO24@ATTGLOBAL.NET

APPLICANT CHARLES & GAIL SHIELDS **Contact** CHARLES SHIELDS

Address 7180 WEST AZURE DR **Phone:** 525 4668 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89130

E-mail Address ABOVE

REPRESENTATIVE SEE ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

FOR DEPARTMENT USE ONLY

Case #	EOT - 39951
Meeting Date:	12/1/10 CC
Total Fee:	~~$300~~ 300
Date Received:*	10/19/10
Received By:	

Property Owner Signature* Charles H Shields

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name CHARLES H. SHIELDS

Subscribed and sworn before me

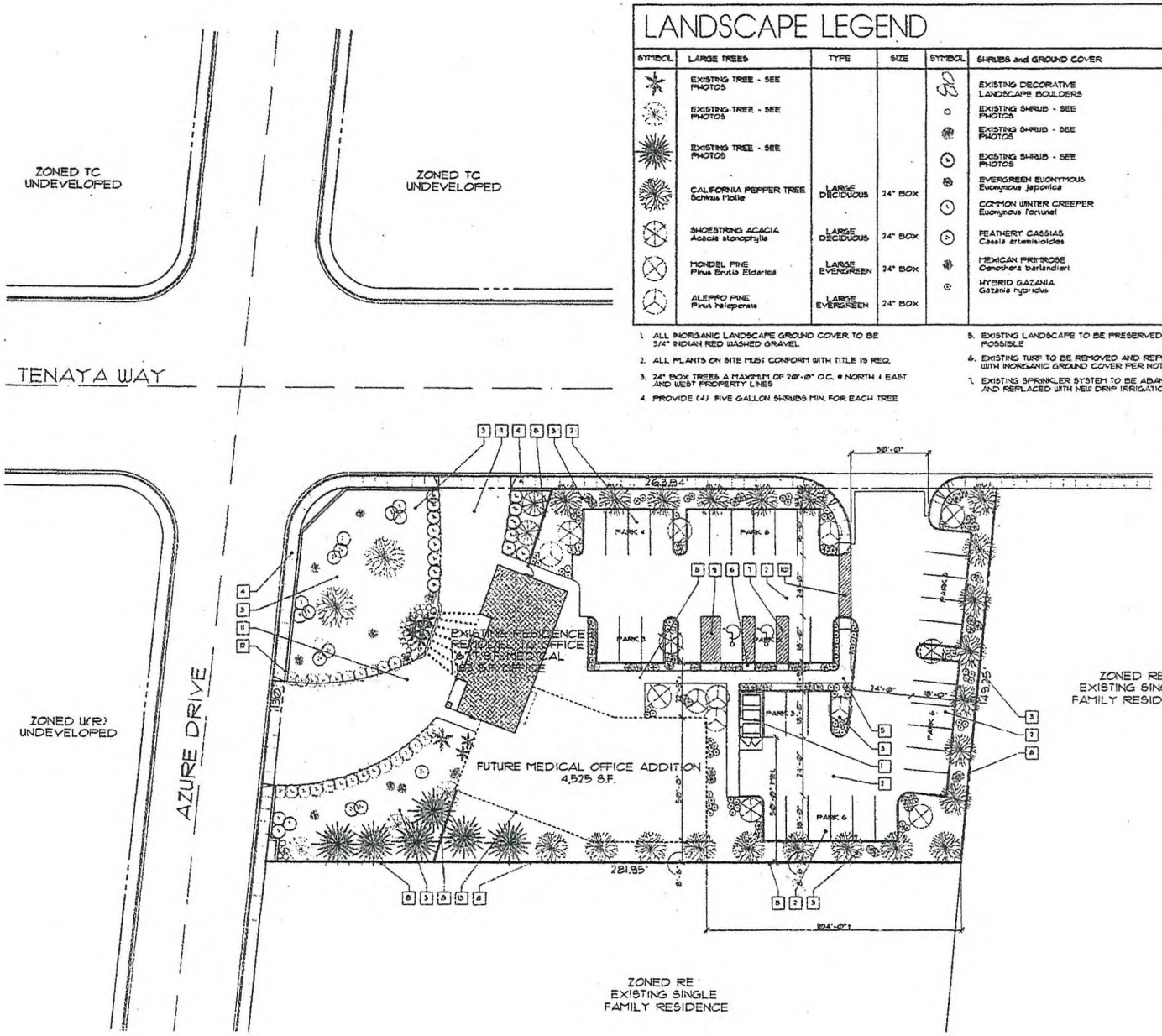
This 19th day of October, 20 10.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
WILLIAM R. KANE
No: 05-101830-1
My Appointment Expires Dec. 14, 2013

RECEIVED
OCT 19 2010
PLANNING & DEVELOPMENT

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.



1 SITE PLAN

SCALE: 1" = 20'-0"

LANDSCAPE LEGEND

SYMBOL	LARGE TREES	TYPE	SIZE
	EXISTING TREE - SEE PHOTOS		
	EXISTING TREE - SEE PHOTOS		
	EXISTING TREE - SEE PHOTOS		
	CALIFORNIA PEPPER TREE *Schinus Molle*	LARGE DECIDUOUS	24" BOX
	SHOESTRING ACACIA *Acacia stenophylla*	LARGE DECIDUOUS	24" BOX
	MONDEL PINE *Pinus Brutia Eldarica*	LARGE EVERGREEN	24" BOX
	ALEPPO PINE *Pinus Halepensis*	LARGE EVERGREEN	24" BOX

SYMBOL	SHRUBS and GROUND COVER	SIZE
	EXISTING DECORATIVE LANDSCAPE BOULDERS	
	EXISTING SHRUB - SEE PHOTOS	15 GAL
	EXISTING SHRUB - SEE PHOTOS	15 GAL
	EXISTING SHRUB - SEE PHOTOS	1 GAL
	EVERGREEN EUONYMOUS *Euonymous Japonica*	1 GAL
	COMMON WINTER CREEPER *Euonymous fortunei*	1 GAL
	FEATHERY CASSIAS *Cassia artemisioides*	
	MEXICAN PRIMROSE *Oenothera berlandieri*	
	HYBRID GAZANIA *Gazania hybridus*	

1. ALL INORGANIC LANDSCAPE GROUND COVER TO BE 3/4" INDIAN RED WASHED GRAVEL
2. ALL PLANTS ON SITE MUST CONFORM WITH TITLE 19 REQ.
3. 24" BOX TREES A MAXIMUM OF 20'-0" O.C. @ NORTH & EAST AND WEST PROPERTY LINES
4. PROVIDE (4) FIVE GALLON SHRUBS MIN. FOR EACH TREE
5. EXISTING LANDSCAPE TO BE PRESERVED WHERE POSSIBLE
6. EXISTING TURF TO BE REMOVED AND REPLACED WITH INORGANIC GROUND COVER PER NOTE 1
7. EXISTING SPRINKLER SYSTEM TO BE ABANDONED AND REPLACED WITH NEW DRIP IRRIGATION SYSTEM

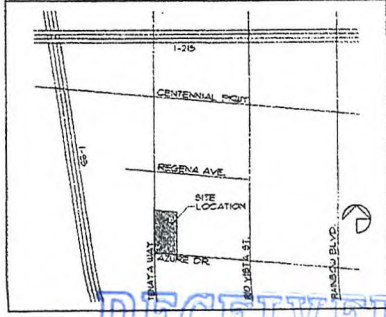
KEYNOTES

#	description
1	6'-0" HIGH CONCRETE BLOCK TRASH ENCLOSURE WITH PAIR OF 3050 WROUGHT IRON GATES WITH STAMPED METAL BACKING AND LIFT PIN LOCK/LATCH
2	2" A.C. PAVING
3	LANDSCAPED AREA - BY OTHERS
4	CONCRETE SIDEWALK, CURB & GUTTER AS PER CITY OF LAS VEGAS
5	4" CONCRETE SIDEWALK W/ROCKSALT FINISH
6	HANDICAP CURB RAMP
7	HANDICAP ACCESS AISLE
8	EXISTING 6'-0" HIGH CONCRETE BLOCK WALL
9	VAN ACCESSIBLE HANDICAP ACCESS AISLE
10	HANDICAP ACCESSIBLE ROUTE FROM PUBLIC WAY
11	NEW CONCRETE DRIVEWAY W/ROCKSALT FINISH
12	EXISTING DECORATIVE ROCK WALL
13	PROPOSED FUTURE CONSTRUCTION

PROJECT DATA

EXISTING ZONING:	RE
REQUIRED ZONING:	PR
BUILDING AREA	EXISTING OFFICE GENERAL OFFICE = 7183 S.F. MEDICAL OFFICE = 1671 SF FUTURE OFFICE MEDICAL OFFICE = 4525 S.F. TOTAL GENERAL OFFICE = 1383 S.F. TOTAL MEDICAL OFFICE = 6,202 S.F.
PARKING REQUIRED:	GENERAL OFFICE 1/300 X 1183 S.F. = 3.94 SPACES MEDICAL OFFICE @ 1/200 FOR 2,000 S.F. OF G.F.A. AND 1/175 S.F. FOR ADDITIONAL @ 6,202 S.F. 2,000 S.F. @ 1/200 = 10 SPACES 4,202 S.F. @ 1/175 S.F. = 24.01 SPACES TOTAL = 37.95 SPACES
PARKING PROVIDED:	38 SPACES
FLOOR AREA RATIO:	4%
FUTURE AREA RATIO:	15%
SITE ACREAGE	41,943 S.F. .96 ACRES
APN*	125-215-03-008

LOCATION



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EOT-39951

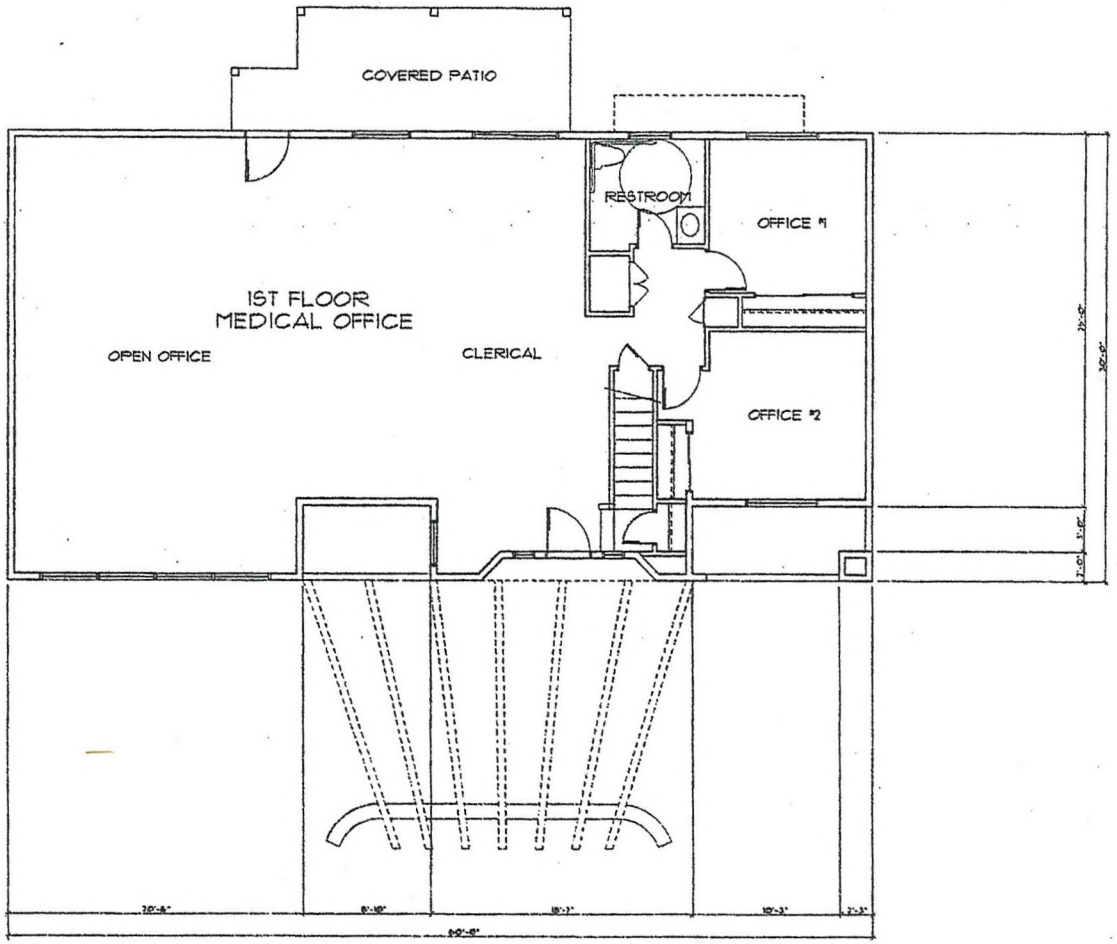
revisions

john gaul architect

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields

date 4-15-2024
proj. no. 2024-21
drawn by

sheet no. A1



FLOOR PLAN

SCALE: 1/4" = 1'-0"

1ST FLOOR AREA = 1,677 S.F.
2ND FLOOR AREA = 1,183 S.F.
TOTAL AREA = 2,860 S.F.

KEYNOTES

- description

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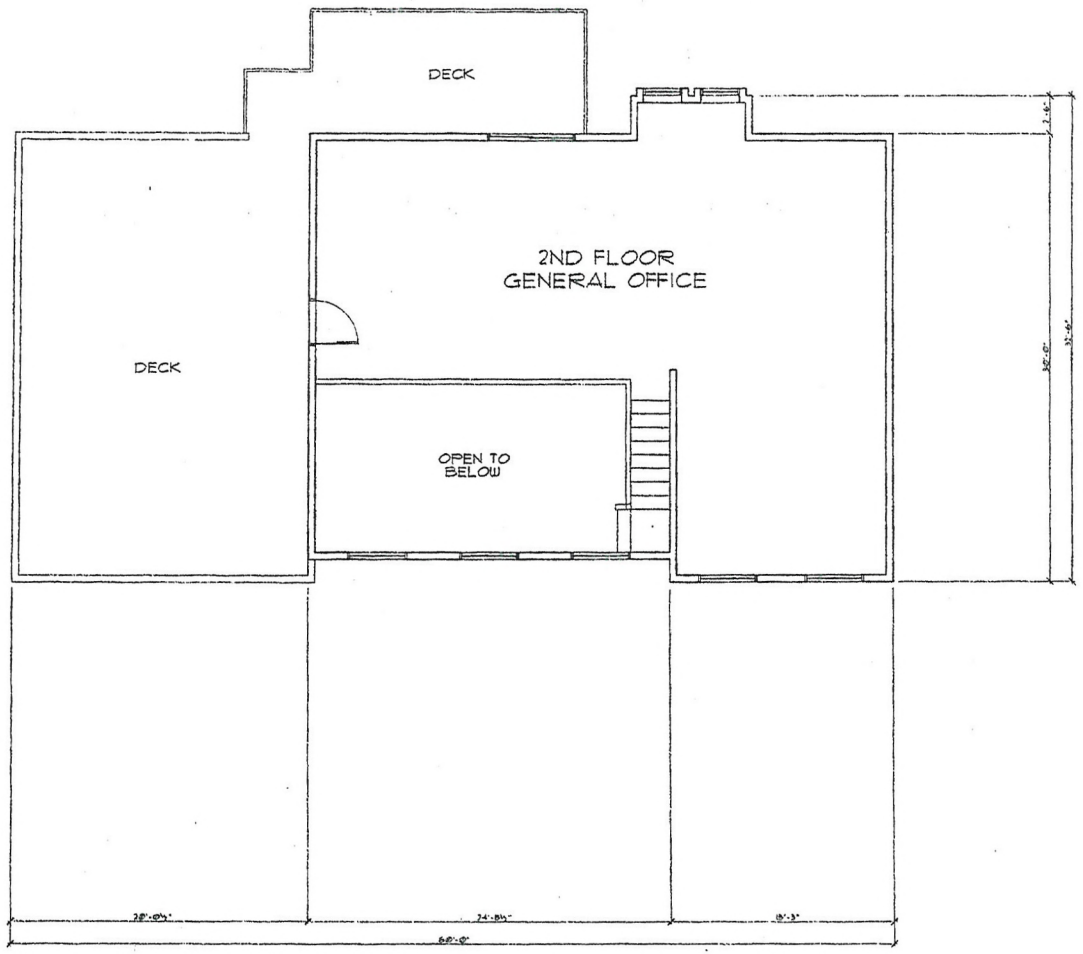
revisions

john dalli burke, architect
3411 WEST OQUENDO RD., #81 LAS VEGAS, NV 89118 (702) 341-1111

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields
City of Las Vegas Nevada

date	7-15-2010
proj. no.	2024-21
drwn. by	
chkd. by	

sheet no. A2



1 2ND FLOOR PLAN

SCALE: 1/4" = 1'-0"

1ST FLOOR AREA = 1,677 S.F.
2ND FLOOR AREA = 1,183 S.F.
TOTAL AREA = 2,860 S.F.

#	description

RECEIVED
OCT 19 2010
EOT-39951

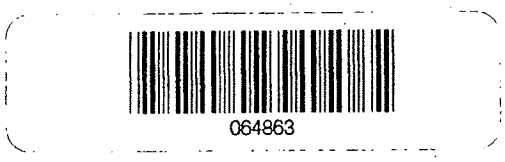
revisions

john daull burke, architect
3471 WEST OQUENDO RD. #301 LAS VEGAS, NV 89118 / 702.876-4863

OFFICE BUILDING
7180 W. AZURE DRIVE
for: Chuck & Gail Shields
Nevada

date	4-15-2004
proj. no.	2004-21
drwn. by	-

sheet no. A3



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

Mr. and Mrs. Charles Shields
7180 West Azure Drive
Las Vegas, Nevada 89130

RE: ZON-15233 - REZONING
CITY COUNCIL MEETING OF NOVEMBER 15, 2006
RELATED TO GPA-15231 AND SDR-15235

Dear Mr. and Mrs. Shields:

The City Council at a regular meeting held November 15, 2006 APPROVED the request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008). 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. A General Plan Amendment (GPA-15231) to an O (Office) Land Use Designation approved by the City Council.

2. A Resolution of Intent with a two-year time limit is hereby granted.

3. A Site Development Plan Review (SDR-15235) application, if approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

Public Works

4. Dedicate an additional five feet of right-of-way for a total half-street width of 45 feet on Tenaya Way and a 54-foot radius on the northeast corner of Tenaya Way and Azure Drive adjacent to this site prior to the issuance of any permits. Also dedicate appropriate right-of-way adjacent to this site for a bus turnout on Tenaya Way in accordance with Standard Drawing #234.3 and grant a passenger shelter and loading pad easement in accordance with Standard Drawing #234.2 if requested by the Regional Transportation Commission (RTC) prior to the issuance of any permits, unless otherwise allowed by the City Traffic Engineer.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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CLV 7009

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5. Construct all incomplete half-street improvements on Tenaya Way, including a bus turnout, to meet current City Town Center Standards adjacent to this site concurrent with development. In addition, construct half-street improvements, including appropriate transitional paving, on Azure Drive adjacent to this site concurrent with development. 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).

6. Coordinate with the Collection Systems Planning Section of Public Works to determine an appropriate public sewer connection to service this site prior to the issuance of any permits for this site.

7. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

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

EOT-39951

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

November 21, 2008

Mr. Charles Shields
7180 West Azure Drive
Las Vegas, Nevada 89130

RE: EOT-30803 – EXTENSION OF TIME
CITY COUNCIL MEETING OF NOVEMBER 19, 2008

Dear Mr. Shields:

The City Council at a regular meeting held November 19, 2008 APPROVED the request for an Extension of Time of an approved Rezoning (ZON-15233) FROM: R-E (RESIDENCE ESTATES) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on a portion of 0.96 acres at 7180 West Azure Drive (APN 125-27-503-008). The Notice of Final Action was filed with the Las Vegas City Clerk on November 20, 2008. This approval is subject to:

Planning & Development

1. This Rezoning (ZON-15233) shall expire on 11/15/10 unless another Extension of Time is approved by the Planning and Development Department.

2. Conformance to the conditions of approval of Rezoning (ZON-15233) as required by the Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

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Captain Charles H. Shields

24th September 2010

City of Las Vegas Planning and Development,
731 S. Fourth Street,
Las Vegas. NV. 89101

Re: Justification Letter, Extension of Time: 7180 west Azure Dr, Las Vegas.89130
Assessor's Parcel Number – 125-275-03-008

We are requesting an extension of time for the above property P-R zoning. We need it because of architectural issues

The site is located east of Tenaya Way and north of Azure Drive just south of the 1-215 Beltway and east of US-95. Although the proposed site is planned for rural use, immediately west of the site is planned and zoned Town Center (TC). The TC category is described as a General Commercial Planned Development. The equivalent General Plan Categories for the TC designation are Service Commercial, General Commcial, Office, Light Industrial/Research and High Density Residential. TC is described as "a mixed uses employment center development category" created by the intersection of US95 and the proposed beltway systems. Uses include mall facilities or shopping centers and other retail facilities: high density residential uses: planned business: office and industrial park: and recreational uses.

The proposed General Plan Amendment and Rezoning from Rural to Office Professional is the ideal transition from this high density, urban master planned community which is immediately adjacent to the proposed site, and the residential development to the southeast.

Further, the burdens imposed by such a change will be consistent with those imposed by the TC uses as well as the current traffic flow on Tenya and Azure just south of the Beltway.

The proposed plan amendment and rezoning is compatible with the TC to the east and furthers the goals of the general plan by promoting transitional zoning where appropriate.

Please contact me if you have any questions or concerns.

Charles H. Shields

CHARLES H. SHIELDS

7180 West Azure Dr,
LAS VEGAS
NEVADA. U.S.A. 89130

Phone: (702) 658 3385
Fax: (702) 658 8202
Cell: (702) 525 4668

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EOT-39951

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-39988 - EXTENSION OF TIME - APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-3100) FOR MULTI-FAMILY RESIDENTIAL UNITS on 15.97 acres at 3049 Sirius Avenue (APN 162-08-418-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

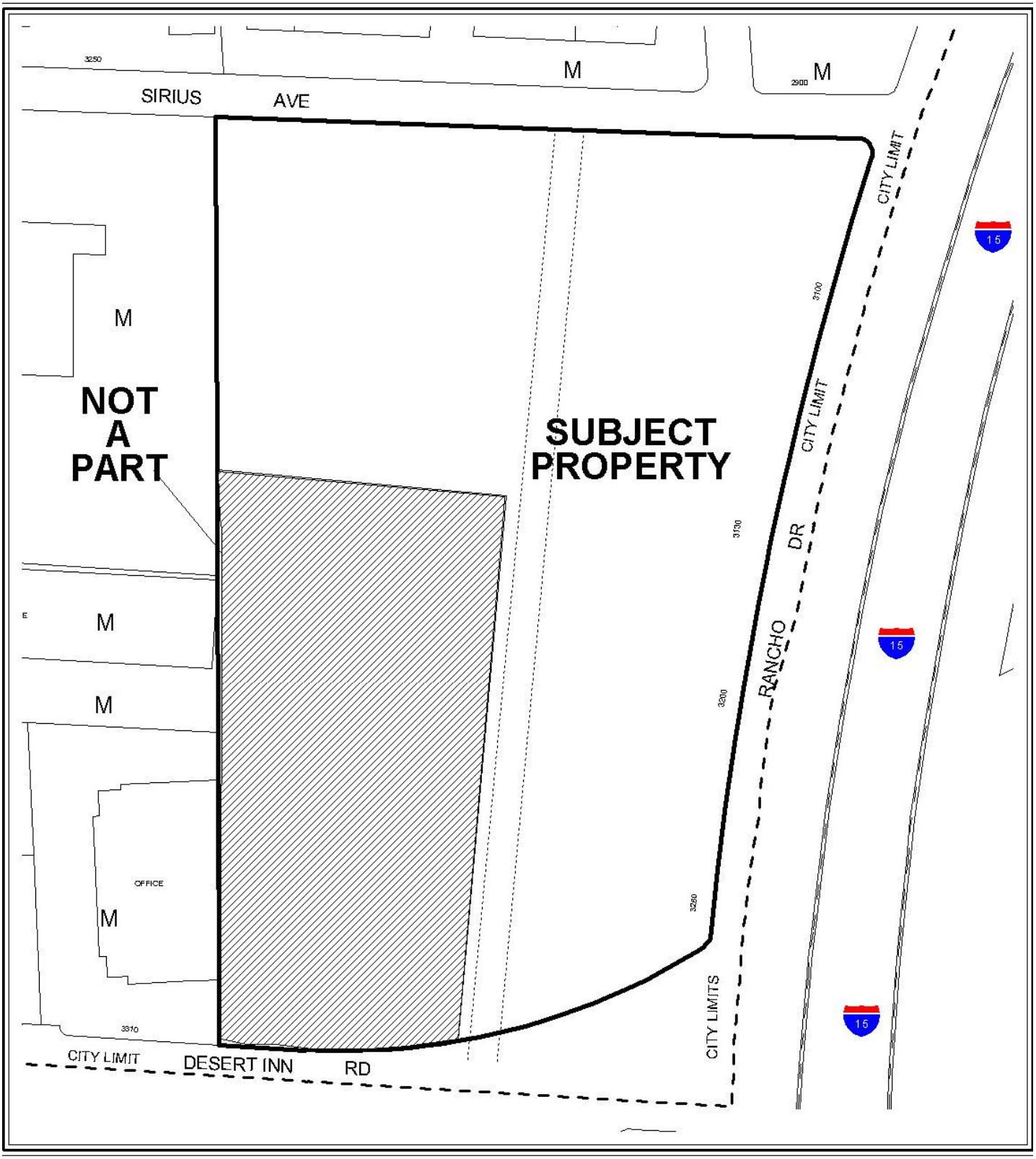
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-3100
5. Justification Letter



CASE: **EOT-39988**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL) AND M (INDUSTRIAL)

N



CASE: **EOT-39988**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL) AND M (INDUSTRIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39988	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-39988 CONDITIONS

Planning and Development

1. This Special Use Permit (SUP-3100) shall expire on November 5, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-3100) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Special Use Permit (SUP-3100) for multi-family residential units located at the northwest corner of Desert Inn Road and Rancho Drive. Since the approval of the Special Use Permit (SUP-3100) in November 2003, no building permits have been issued nor have plans been submitted for review for the proposed development. The applicant did submit and receive approval in April 2004 for a Final Map Technical Review (FMP-4056) for a one-lot commercial subdivision, which was recorded on July 16, 2004, drawing #107V4057.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/14/03	The Planning Commission approved a request for a Tentative Map (TMP-2645) for a one-lot commercial subdivision on 21.04 acres located at 3100 and 3200 South Rancho Drive. Staff recommended approval.
11/05/03	The City Council approved a request to amend a portion of the Southwest Sector Plan of the General Plan (GPA-3005) from LI/R (Light Industry/Research) to SC (Service Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. The Planning Commission and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial).
	The City Council approved a related request for a Special Use Permit (SUP-3100) for multi-family residential units.
11/20/03	The Planning Commission approved a request for a Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
04/02/04	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-4056) for a one-lot commercial subdivision on 21.04 acres located at 3100 and 3200 South Rancho Drive.
10/19/05	The City Council approved a request for an Extension of Time (EOT-9267) of a previously approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-9268) of a previously approved Special Use Permit (SUP-3100) for multifamily residential units.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/20/05	The Planning Commission approved a request for an Extension of Time (EOT-9305) of a previously approved Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed-Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
12/05/07	The City Council approved a request for an Extension of Time (EOT-25183) of a previously approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-25185) of a previously approved Special Use Permit (SUP-3100) for multifamily residential units.
	The City Council approved a related request for an Extension of Time (EOT-25184) of a previously approved Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development.
12/17/08	The City Council approved a request for an Extension of Time (EOT-31493) of a previously approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-31495) of a previously approved Special Use Permit (SUP-3100) for multifamily residential units.
	The City Council approved a related request for an Extension of Time (EOT-31493) of a previously approved Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development.
01/28/10	A Code Enforcement case (86027) was processed for someone living in an RV with waste running down the property at 3049 Sirius Avenue. Code Enforcement closed the case on 02/10/10.

Most Recent Change of Ownership	
11/21/05	A deed was recorded for a change in ownership (162-08-418-002)

Related Building Permits/Business Licenses
There have not been any building permits issued nor have plans been submitted for review for the proposed project. There are no current business licenses issued for the subject site.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	15.97

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land with Proposed Mixed-Use Development	C (Commercial)	C-1 (Limited Commercial)
North	Retail Establishment, Auto Repair Garage, Major	LI/R (Light Industry/Research)	M (Industrial)
	Undeveloped Land	C (Commercial)	M (Industrial)
South	Retail Establishments, Offices	CT (Commercial Tourist)- Clark County	M-1 (Light Manufacturing)- Clark County
East	I-15 Highway	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Retail Establishments	LI/R (Light Industry/Research)	M (Industrial)

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		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the fourth request for an Extension of Time of a previously approved Special Use Permit (SUP-3100) for multi-family residential units at the northwest corner of Desert Inn Road and Rancho Drive. Since the approval of the Special Use Permit (SUP-3100) in November 2003, no building permits have been issued nor have plans been submitted for review for the proposed development. The applicant did submit and receive approval in April 2004 for a Final Map Technical Review (FMP-4056) for a one-lot commercial subdivision, which was recorded on July 16, 2004, drawing #107V4057.

Title 18.18.060 deems a Special Use Permit exercised upon the issuance of a building permit for new construction.

FINDINGS

The Special Use Permit (SUP-3100) has not met Title 19.18.060 requirements to exercise the entitlement as no building permits have been issued for the proposed development. The applicant is requesting an extension of time due to the current economic climate in Las Vegas. Staff has no objection to this request and is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-3100) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39988** APN: 162-08-418-002

Name of Property Owner: Integral Partners Park Place Centre-Las Vegas, LLC

Name of Applicant: Fisher Brothers Las Vegas LLC

Name of Representative: Greg Borgel, Lucas Tucker, and attorneys at Lionel Sawyer & Collins.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: WINSTON FISHER

Subscribed and sworn before me

This 8TH day of OCTOBER, 2010

Donald Waldauer

Notary Public in and for said County and State

DONALD WALDAUER
Notary Public, State of New York
No. 01WA9502160
Qualified in New York County
Commission Expires June 30, 2014

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Request Extension of Time for approved SUP-3100

Project Address (Location) 3049 Sirius Ave.

Project Name Formerly a Fletcher Jones Import business **Proposed Use** Mixed Use

Assessor's Parcel #(s) 162-08-418-002 **Ward #** 1 - Lois Tarkanian

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 15.97 **Lots/Units** _____ **Density** _____

Additional Information The original approval is for "multifamily residential units" without reference to a specific number of units.

PROPERTY OWNER Integral Partners Park Place Centre-Las Vegas, LLC **Contact** Sonny Bazbaz

Address 299 Park Avenue **Phone:** 2129406299 **Fax:** _____

City New York **State** NY **Zip** 10171

E-mail Address sbazbaz@fisherbrothers.com

APPLICANT Fisher Brothers Las Vegas LLC **Contact** Sonny Bazbaz

Address 299 Park Avenue **Phone:** 2129406299 **Fax:** _____

City New York **State** NY **Zip** 10171

E-mail Address sbazbaz@fisherbrothers.com

REPRESENTATIVE Lionel Sawyer & Collins, Ltd. **Contact** Greg Borgel / Lucas Tucker

Address 300 South Fourth Street, #1500 **Phone:** 383-8888 **Fax:** 383-8845

City Las Vegas **State** NV **Zip** 89101

E-mail Address ltucker@lionelsawyer.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name WINSTON FISHER

Subscribed and sworn before me

This 8TH day of OCTOBER, 2010.

Donald Waldauer

Notary Public in and for said County and State

DONALD WALDAUER
Notary Public, State of New York
No. 01WA9502160
Qualified in New York County
Commission Expires June 30, 2014

FOR DEPARTMENT USE ONLY

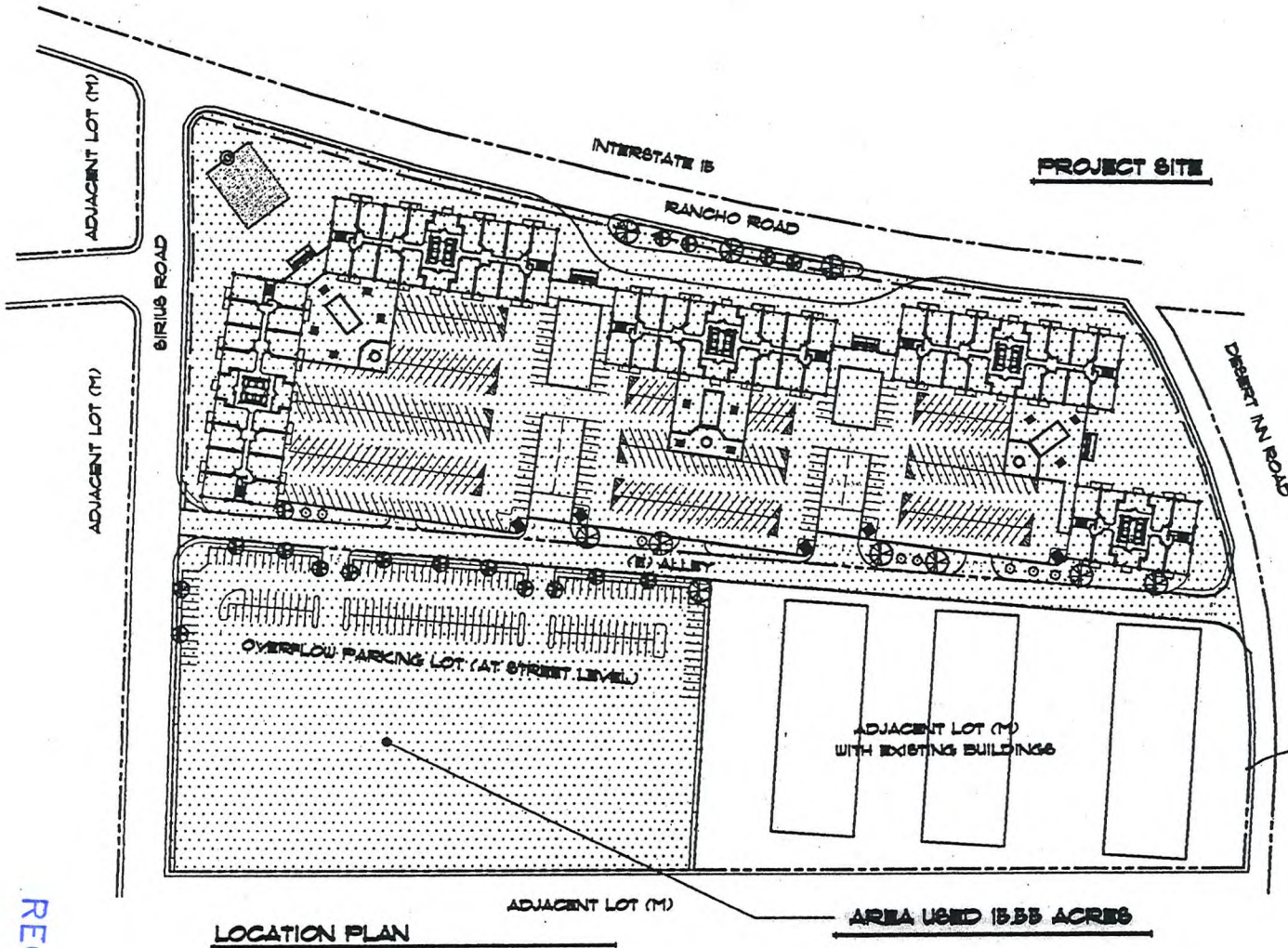
Case #	EOT-39988
Meeting Date:	12/1/10
Total Fee:	300.00
Date Received:*	10/21/10
Received By:	LHM

*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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Revised 10/27/08

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LOCATION PLAN



VICINITY MAP

DESIGN DATA

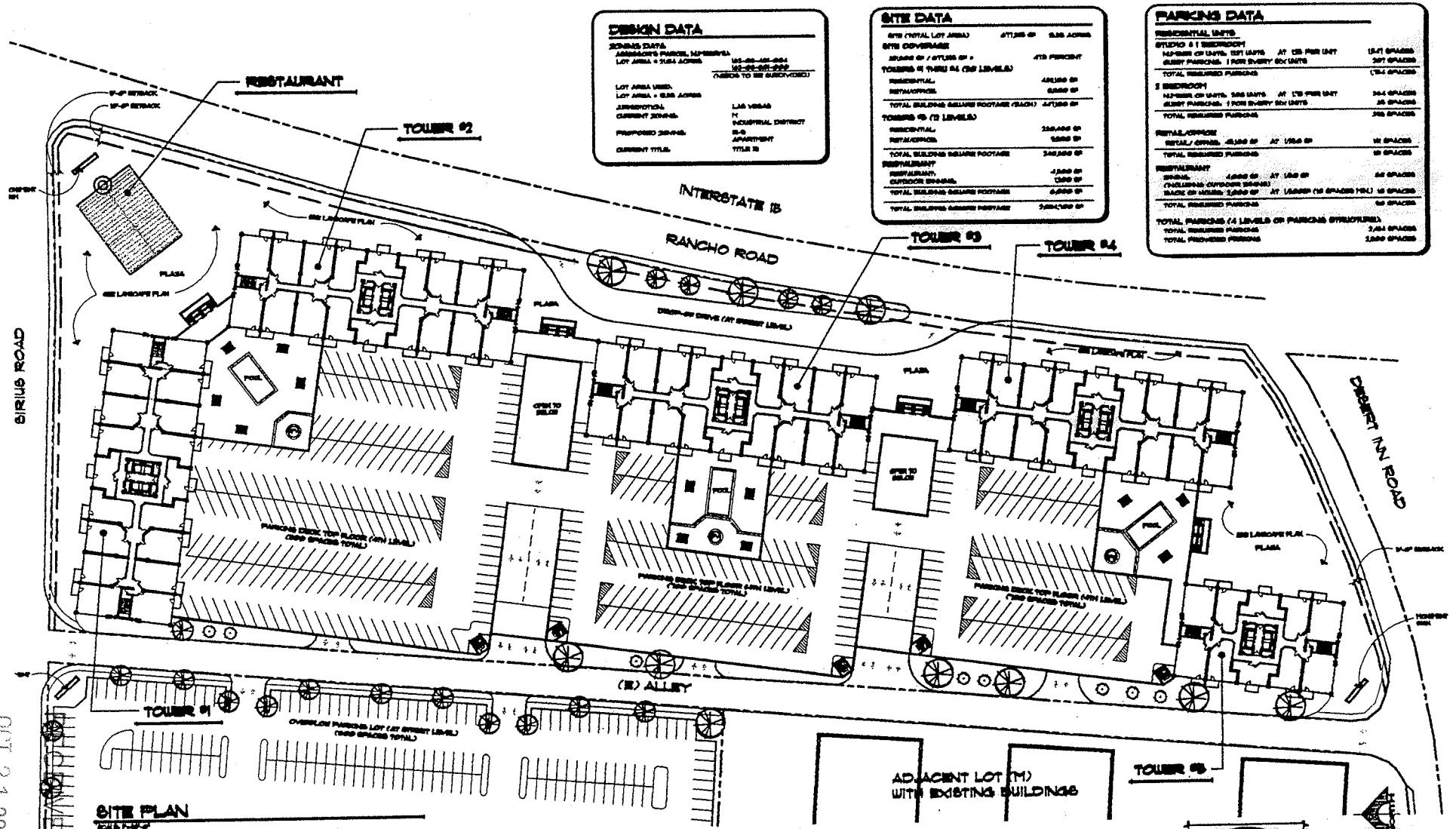
ZONING DATA	
ASSESSOR'S PARCEL NUMBER(S)	
LOT AREA = 21.84 ACRES	
LOT AREA USED:	
LOT AREA = 15.55 ACRES	
JURISDICTION	LAS VEGAS
CURRENT ZONING	H-1 INDUSTRIAL DISTRICT
PROPOSED ZONING	R-3 APARTMENT
CURRENT TITLE	TITLE 19

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BSR VEGAS CONDOS MASTER PLAN

EOT-39988

Sheet Number
A-1



OCT 21 2010

PSR VEGAS CONDOS MASTER PLAN

EOT-39988

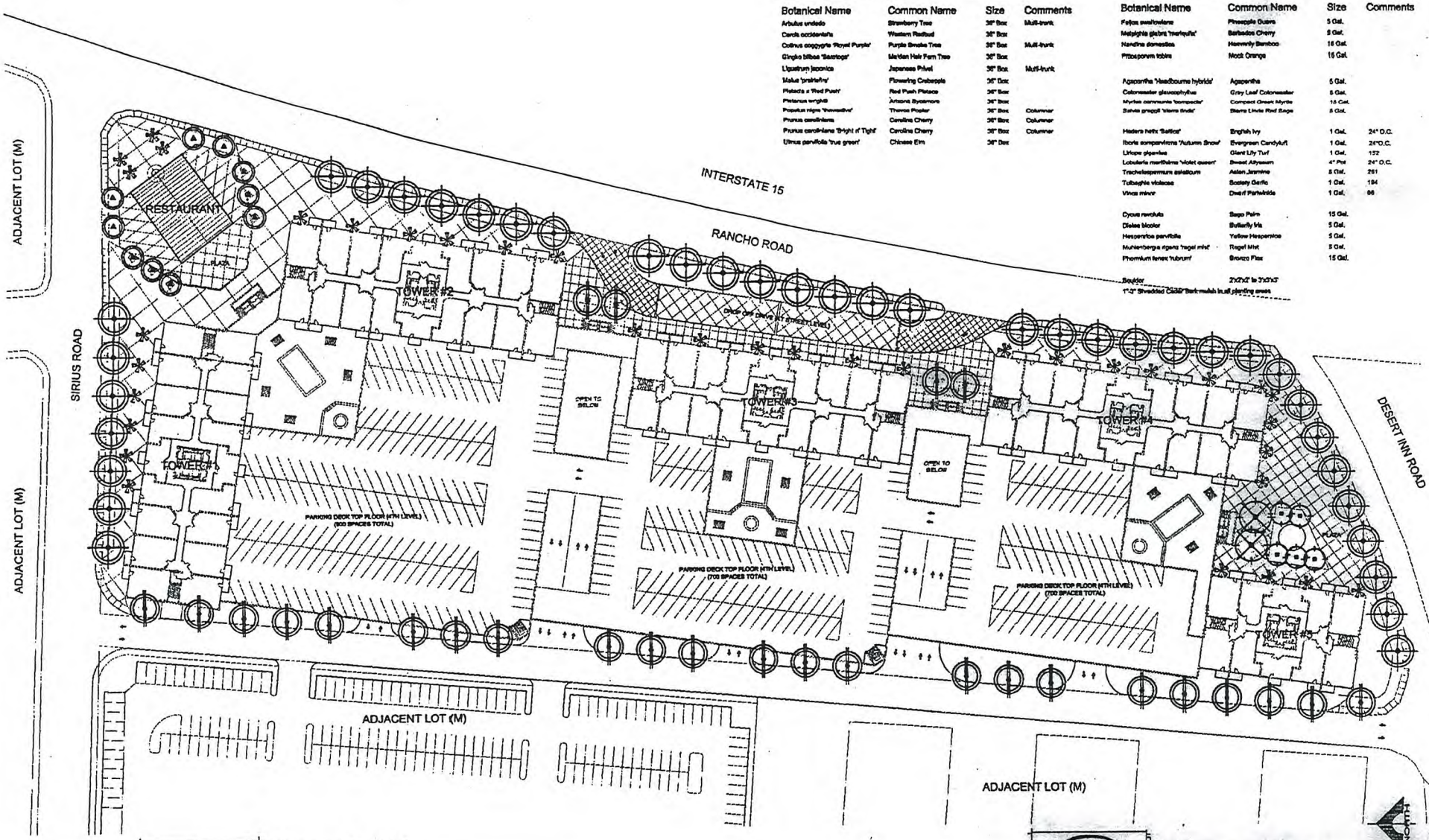
A-2

SUGGESTED PLANT PALETTE

Botanical Name	Common Name	Size	Comments
Arbutus unedo	Strawberry Tree	36" Box	Multi-trunk
Cercis occidentalis	Western Redbud	36" Box	
Cotinus coggygria 'Royal Purple'	Purple Smoke Tree	36" Box	Multi-trunk
Gingko biloba 'Saratoga'	Maiden Hair Fern Tree	36" Box	
Ligustrum japonica	Japanese Privet	36" Box	Multi-trunk
Malus 'prairifire'	Flowering Crabapple	36" Box	
Pistacia x 'Red Push'	Red Push Pistace	36" Box	
Platanus wrightii	Arizona Sycamore	36" Box	
Populus nigra 'Thevestina'	Thevos Poplar	36" Box	Columnar
Prunus carolliniana	Carolina Cherry	36" Box	Columnar
Prunus carolliniana 'Bright n' Tight'	Carolina Cherry	36" Box	Columnar
Ulmus parvifolia 'true green'	Chinese Elm	36" Box	

Botanical Name	Common Name	Size	Comments
Feijoa sewitziana	Pineapple Guava	5 Gal.	
Malpighia glabra 'barbados'	Barbados Cherry	5 Gal.	
Nandina domestica	Heavenly Bamboo	15 Gal.	
Pittosporum tobira	Mock Orange	15 Gal.	
Agapanthus 'Headbourne hybrids'	Agapantha	5 Gal.	
Colorneaster glaucophyllus	Grey Leaf Colorneaster	5 Gal.	
Myrtus communis 'compacta'	Compact Green Myrtle	15 Gal.	
Salvia greggii 'sierra linda'	Sierra Linda Red Sage	5 Gal.	
Hedera helix 'Baltica'	English Ivy	1 Gal.	24" O.C.
Iberis sempervirens 'Autumn Snow'	Evergreen Candytuft	1 Gal.	24"O.C.
Liriope pigantea	Giant Lily Turf	1 Gal.	15Z
Lobularia maritisima 'violet queen'	Sweet Alyssum	4" Pot	24" O.C.
Trachelospermum asiaticum	Asian Jasmine	5 Gal.	261
Tulbaghia violacea	Society Garlic	1 Gal.	184
Vinca minor	Dwarf Periwinkle	1 Gal.	66
Cycas revoluta	Sago Palm	15 Gal.	
Dietes bicolor	Butterfly Iris	5 Gal.	
Hesperaloe parviflolia	Yellow Hesperaloe	5 Gal.	
Muhlenbergia rigens 'regal mist'	Regal Mist	5 Gal.	
Phormium tenax 'rubrum'	Bronze Flax	15 Gal.	
Boulder		2'x2'x2' to 3'x3'x3'	

1"-3" Shredded Cedar Bark mulch in all planting areas



SITE PLAN

BSR VEGAS CONDOS MASTER PLAN

2800 W. Sahara Ave.
Suite 1B
Las Vegas, Nv. 89102
702-313-6501 ph.
702-313-6504 fax

- Date: 4/2/08
- Scale: 1" = 40'
- Job No: -

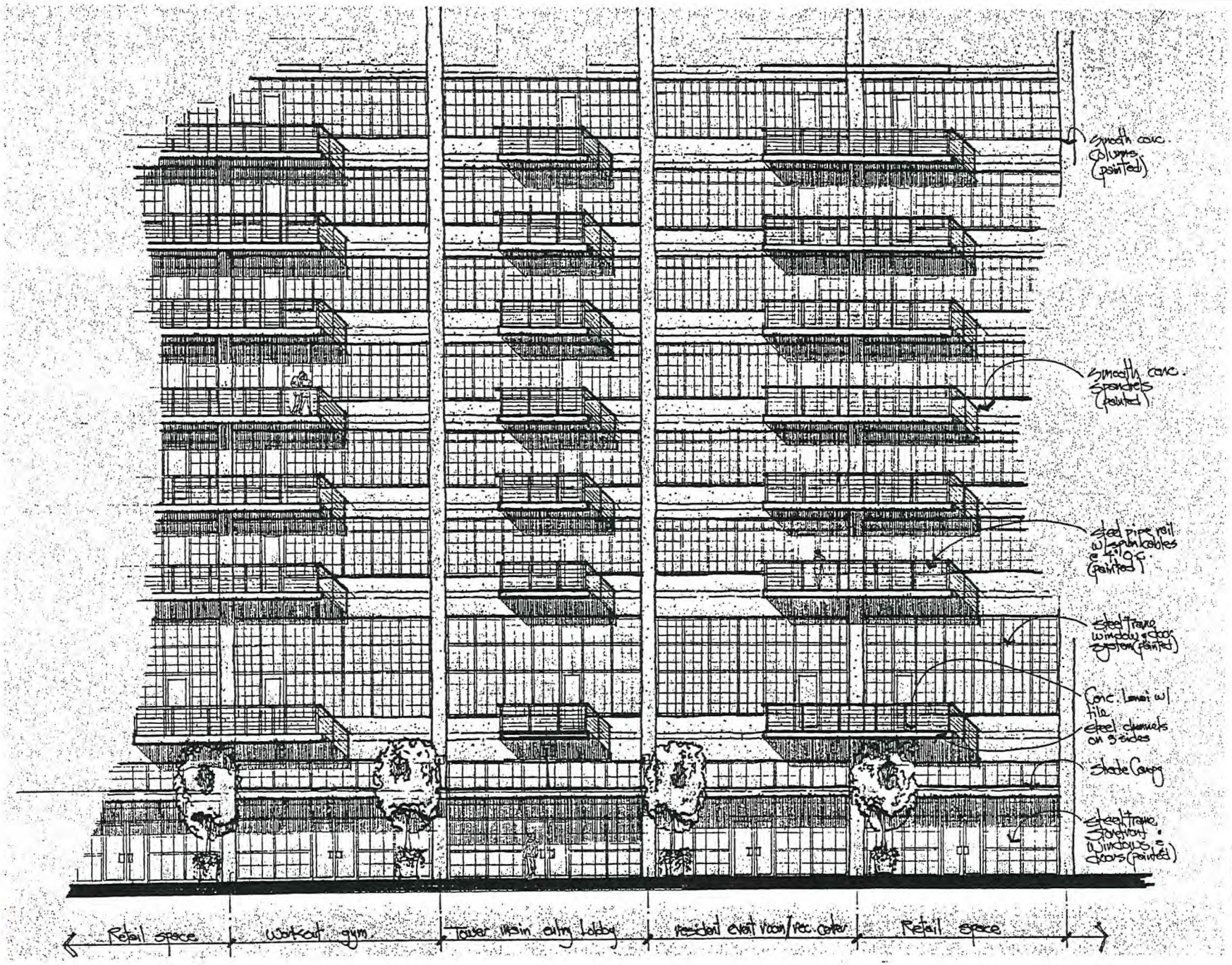
WRG DESIGN INC.
2260 Corporate Circle, Ste 430 Henderson, NV 89074
Tel. 702.990.6300 Fax. 702.990.9305
PLANNING • ENGINEERING • LANDSCAPE ARCHITECTS • SURVEYING

Sheet Number: LS-1

1 of 1 Sheets

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GPA 2008
ZON 2007-
CASE SDC-2010-
ELEC-5940
OCT - 8 2010
PC ADMIN

STAFF

EOT-39988

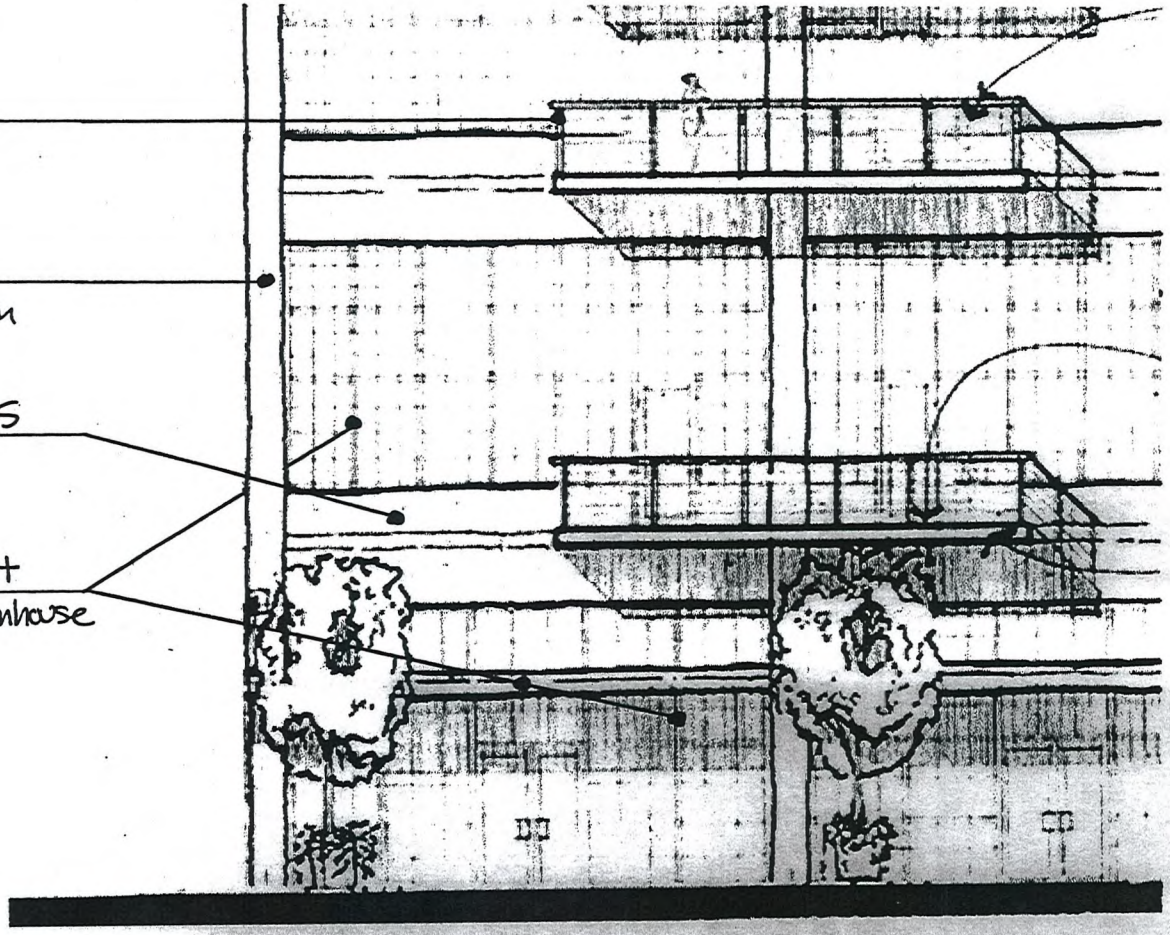
PAINT SELECTIONS

Guardrails
Color: Village blue

Vert. columns
Color: Onionskin Tan

Horz. Spandrels
Color: copper penny

Window frames +
Canopy. color: Greenhouse



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950 VEGAS CONDOS

WA designs
Architecture

EOT-39988

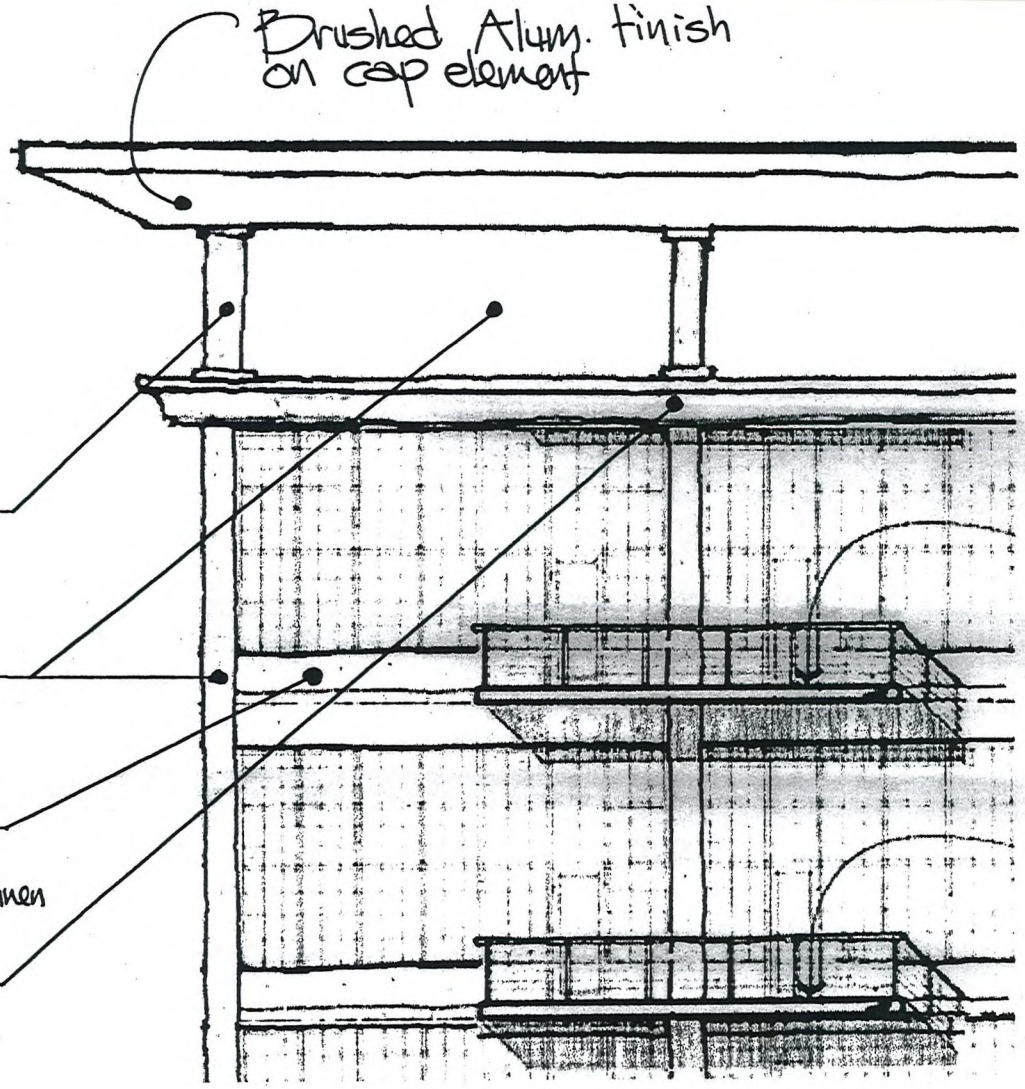
PAINT SELECTIONS

Columns
Color: Old redwood

Vert. columns
(mech. screen material)
Color: onionskin Tan

Horz. Spandrels
(top 2 floors only)
Color: Antique linen

Cornice cap.
Color: Village blue



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BSR VEGAS CONDOS

UA designs
Architecture

EOT-39988



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

January 7, 2004

Mr. Alberto Jauregui
Fletcher Jones Sr. Trust, et al
175 East Reno Avenue, Suite C-6
Las Vegas, Nevada 89119

RE: SUP-3100 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 5, 2003
RELATED TO GPA-3005 & ZON-3007

Dear Mr. Jauregui:

The City Council at a regular meeting held November 5, 2003 APPROVED the request for a Special Use Permit for MULTIFAMILY RESIDENTIAL UNITS on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001). The Notice of Final Action was filed with the Las Vegas City Clerk on November 6, 2003. This approval is subject to:

Planning and Development

1. A General Plan Amendment (GPA-3005) to an SC (Service Commercial) land use designation, a Rezoning (ZON-3007) to C-1 (Limited Commercial) zoning district, and a Site Development Review (SDR 3101).

2. Approval of a text amendment allowing residential uses in commercial districts outside of the Downtown Las Vegas Redevelopment Area.

3. This Special Use Permit shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.

Public Works

4. All site-related conditions of approval of Zoning Reclassification ZON-3007 and Site Development Plan Review SDR-3101 shall apply.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: See Attached List

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

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-6/03

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cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Carlos Huerta
B.S.R.
42 Candlewyck Drive
Henderson, Nevada 89052

Mr. Carlos Huerta
Go Global Commercial Real Estate
42 Candlewyck Drive
Henderson, Nevada 89052

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LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888

FAX (702) 383-8845
lsc@lionelsawyer.com
www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN

ALLEN J. WILT
LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III

MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
MEREDITH L. MARKWELL
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L.GALLAGHER
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
JAMES B. GIBSON
GREG J. CARLSON
JING ZHAO
JOHN D. TENNERT

OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER
(702) 383-8872
LTUCKER@LIONELSAWYER.COM

October 21, 2010

Via Hand Delivery

City of Las Vegas Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Re: **Request for Extension of Time for Approval of Rezoning ZON -3007, Site Development Plan Review SDR-3101, and Special Use Permit SUP-3100 (collectively the "Approvals") re: A.P.N. 162-08-418-002 (the "Property").**

Dear Sir / Madam:

Lionel Sawyer & Collins represents Fisher Brothers Las Vegas LLC (the "Applicant") with respect to the Approvals described above. Due to the economic climate, the Applicant respectfully requests an extension of time for the entitlements granted with these Approvals. This Property remains an appropriate location for this type of project with the proximity to I-15 and Sahara Avenue and there have been no substantial changes in the area.

Thank you for your consideration of this request.

Sincerely,

On Behalf of Applicant

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Document2

EOT-39988

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-39989 - EXTENSION OF TIME - APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-3101) FOR A MIXED-USE RESIDENTIAL AND COMMERCIAL DEVELOPMENT on 15.97 acres at 3049 Sirius Avenue (APN 162-08-418-002), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

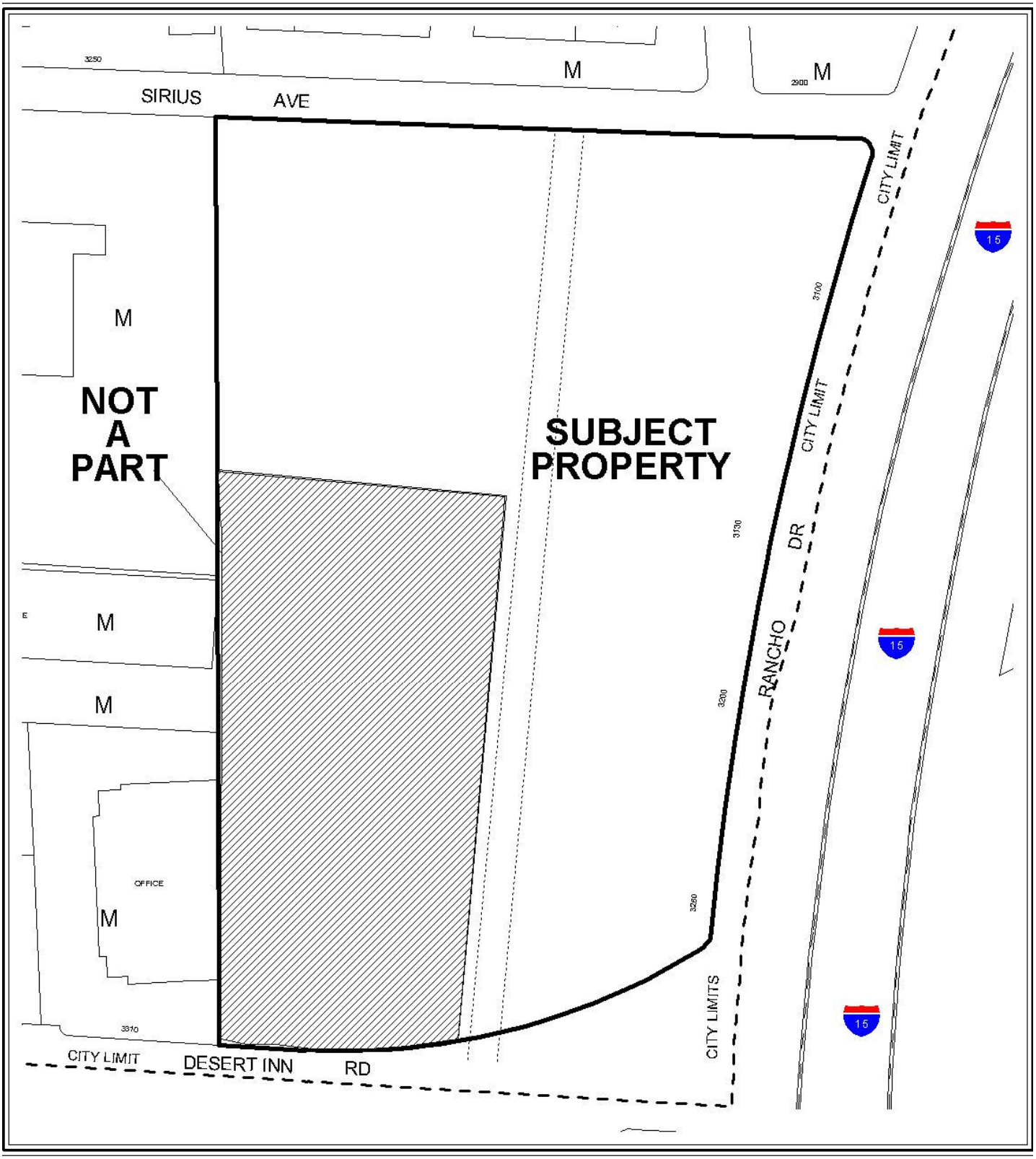
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APRPOVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-3101
5. Justification Letter



CASE: **EOT-39989**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL) AND M (INDUSTRIAL)

N



CASE: **EOT-39989**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL) AND M (INDUSTRIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: FISHER BROTHERS LAS VEGAS, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE CENTRE - LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-39989	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-39989 CONDITIONS

Planning and Development

1. This Site Development Plan Review (SDR-3101) shall expire on November 5, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-3101) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development located at the northwest corner of Desert Inn Road and Rancho Drive. Since the approval of the Site Development Plan Review (SDR-3101) in November 2003, no building permits have been issued nor have plans been submitted for review for the proposed development. The applicant did submit and receive approval in April 2004 for a Final Map Technical Review (FMP-4056) for a one-lot commercial subdivision, which was recorded on July 16, 2004, drawing #107V4057.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/14/03	The Planning Commission approved a request for a Tentative Map (TMP-2645) for a one-lot commercial subdivision on 21.04 acres located at 3100 and 3200 South Rancho Drive. Staff recommended approval.
11/05/03	The City Council approved a request to amend a portion of the Southwest Sector Plan of the General Plan (GPA-3005) from LI/R (Light Industry/Research) to SC (Service Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. The Planning Commission and staff recommended approval.
	The City Council approved a related request for Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial).
	The City Council approved a related request for a Special Use Permit (SUP-3100) for multi-family residential units.
11/20/03	The Planning Commission approved a request for a Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
04/02/04	The Planning and Development Department approved a request for a Final Map Technical Review (FMP-4056) for a one-lot commercial subdivision on 21.04 acres located at 3100 and 3200 South Rancho Drive.
10/19/05	The City Council approved a request for an Extension of Time (EOT-9267) of a previously approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.

10/19/05	The City Council approved a related request for an Extension of Time (EOT-9268) of a previously approved Special Use Permit (SUP-3100) for multifamily residential units.
Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/20/05	The Planning Commission approved a request for an Extension of Time (EOT-9305) of a previously approved Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive.
05/17/06	The City Council approved a request to change the Future Land Use designation (GPA-9219) to Commercial, Mixed-Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
12/05/07	The City Council approved a request for an Extension of Time (EOT-25183) of a previously approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-25185) of a previously approved Special Use Permit (SUP-3100) for multifamily residential units.
	The City Council approved a related request for an Extension of Time (EOT-25184) of a previously approved Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development.
12/17/08	The City Council approved a request for an Extension of Time (EOT-31493) of a previously approved Rezoning (ZON-3007) from M (Industrial) to C-1 (Limited Commercial) on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-31495) of a previously approved Special Use Permit (SUP-3100) for multifamily residential units.
	The City Council approved a related request for an Extension of Time (EOT-31493) of a previously approved Site Development Plan Review (SDR-3101) for a mixed-use residential and commercial development.
01/28/10	A Code Enforcement case (86027) was processed for someone living in an RV with waste running down the property at 3049 Sirius Avenue. Code Enforcement closed the case on 02/10/10.

Most Recent Change of Ownership	
11/21/05	A deed was recorded for a change in ownership (162-08-418-002).

Related Building Permits/Business Licenses
There have not been any building permits issued nor have plans been submitted for review for the proposed project. There are no current business licenses issued for the subject site.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	15.97

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land with Proposed Mixed-Use Development	C (Commercial)	C-1 (Limited Commercial)
North	Retail Establishment, Auto Repair Garage, Major	LI/R (Light Industry/Research)	M (Industrial)
	Undeveloped Land	C (Commercial)	M (Industrial)
South	Retail Establishments, Offices	CT (Commercial Tourist)- Clark County	M-1 (Light Manufacturing)- Clark County
East	I-15 Highway	ROW (Right-of-Way)	ROW (Right-of-Way)
West	Retail Establishments	LI/R (Light Industry/Research)	M (Industrial)

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		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the fourth request for an Extension of Time of a previously approved Site Development Plan Review (SDR-3101) for a proposed mixed-use residential and commercial development. Since the approval of the Site Development Plan Review (SDR-3101) in November 2003, no building permits have been issued nor have plans been submitted for review for the proposed development. The applicant did submit and receive approval in April 2004 for a Final Map Technical Review (FMP-4056) for a one-lot commercial subdivision, which was recorded on July 16, 2004, drawing #107V4057.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-3101) has not met Title 19.18.050 requirements to exercise the entitlement as no building permits have been issued for the proposed project. The applicant is requesting an extension of time due to the current economic climate in Las Vegas. Staff has no objection to this request and is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-3101) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-39989** APN: 162-08-418-002

Name of Property Owner: Integral Partners Park Place Centre-Las Vegas, LLC

Name of Applicant: Fisher Brothers Las Vegas LLC

Name of Representative: Greg Borgel, Lucas Tucker, and attorneys at Lionel Sawyer & Collins.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Winston Fisher

Subscribed and sworn before me

This 8TH day of OCTOBER, 2010

Donald Waldauer

Notary Public in and for said County and State

DONALD WALDAUER
Notary Public, State of New York
No. 01WA9502160
Qualified in New York County
Commission Expires June 30, 2014

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Request Extension of Time for approved SDR-3101

Project Address (Location) 3049 Sirius Ave.

Project Name Formerly a Fletcher Jones Import business **Proposed Use** Mixed Use

Assessor's Parcel #(s) 162-08-418-002 **Ward #** 1 - Lois Tarkanian

General Plan: existing SC proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 15.97 **Lots/Units** _____ **Density** _____

Additional Information The original approval is for "mixed-use residential and commercial development" without reference to any specific number of units.

PROPERTY OWNER Integral Partners Park Place Centre - Las Vegas, LLC **Contact** Sonny Bazbaz

Address 299 Park Avenue **Phone:** 2129406299 **Fax:** _____

City New York **State** NY **Zip** 10171

E-mail Address sbazbaz@fisherbrothers.com

APPLICANT Fisher Brothers Las Vegas LLC **Contact** Sonny Bazbaz

Address 299 Park Avenue **Phone:** 2129406299 **Fax:** _____

City New York **State** NY **Zip** 10171

E-mail Address sbazbaz@fisherbrothers.com

REPRESENTATIVE Lionel Sawyer & Collins, Ltd. **Contact** Greg Borgel / Lucas Tucker

Address 300 South Fourth Street, #1500 **Phone:** 383-8888 **Fax:** 383-8845

City Las Vegas **State** NV **Zip** 89101

E-mail Address ltucker@lionelsawyer.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name WINSTON FISHER

Subscribed and sworn before me

This 8TH day of OCTOBER, 2010.

Donald Waldauer

Notary Public in and for said County and State

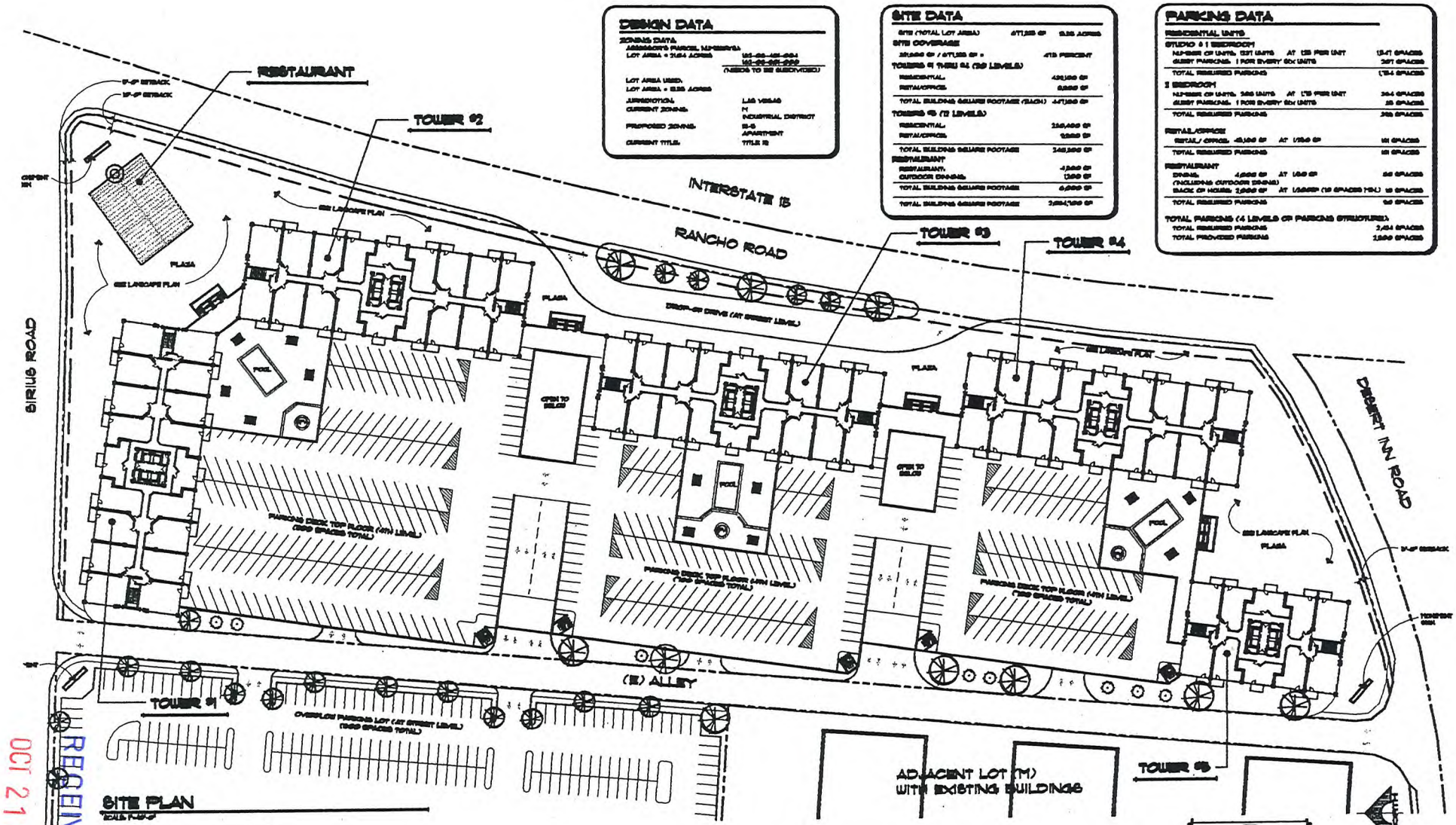
DONALD WALDAUER
Notary Public, State of New York
No. 01WA9502160
Qualified in New York County
Commission Expires June 30, 2014

FOR DEPARTMENT USE ONLY

Case #	EOT-39989
Meeting Date:	12-1-10
Total Fee:	300.00
Date Received:*	10/21/10
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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DESIGN DATA

ZONING DATA:
ASSESSOR'S PARCEL NUMBER(S):
LOT AREA = 21.64 ACRES
(NEEDS TO BE SUBDIVIDED)
LOT AREA USED:
LOT AREA = 8.55 ACRES
JURISDICTION: LAS VEGAS
CURRENT ZONING: H
INDUSTRIAL DISTRICT
PROPOSED ZONING: R-5
APARTMENT
CURRENT TITLE: TITLE 19

SITE DATA

SITE (TOTAL LOT AREA) 871,200 SF 8.55 ACRES
SITE COVERAGE
20,000 SF / 871,200 SF = 41% PERCENT
TOWERS #1 THRU #4 (30 LEVELS)
RESIDENTIAL: 420,000 SF
RETAIL/OFFICE: 6,000 SF
TOTAL BUILDING SQUARE FOOTAGE (EACH): 447,000 SF
TOWERS #5 (12 LEVELS)
RESIDENTIAL: 240,000 SF
RETAIL/OFFICE: 6,000 SF
TOTAL BUILDING SQUARE FOOTAGE: 246,000 SF
RESTAURANT
RESTAURANT: 4,000 SF
OUTDOOR DINING: 1,000 SF
TOTAL BUILDING SQUARE FOOTAGE: 5,000 SF
TOTAL BUILDING SQUARE FOOTAGE: 2,694,000 SF

PARKING DATA

RESIDENTIAL UNITS
STUDIO & 1 BEDROOM
NUMBER OF UNITS: 1321 UNITS AT 1.25 PER UNIT 1,651 SPACES
GUEST PARKING: 1 PER EVERY 50± UNITS 267 SPACES
TOTAL REQUIRED PARKING 1,784 SPACES
2 BEDROOM
NUMBER OF UNITS: 265 UNITS AT 1.75 PER UNIT 364 SPACES
GUEST PARKING: 1 PER EVERY 50± UNITS 35 SPACES
TOTAL REQUIRED PARKING 399 SPACES
RETAIL/OFFICE
RETAIL / OFFICE: 45,000 SF AT 1/250 SF 181 SPACES
TOTAL REQUIRED PARKING 181 SPACES
RESTAURANT
DINING: 4,000 SF AT 1/50 SF 80 SPACES
(INCLUDING OUTDOOR DINING)
BACK OF HOUSE: 2,000 SF AT 1/500SF (10 SPACES MIN.) 10 SPACES
TOTAL REQUIRED PARKING 90 SPACES
TOTAL PARKING (4 LEVELS OF PARKING STRUCTURE)
TOTAL REQUIRED PARKING 2,454 SPACES
TOTAL PROVIDED PARKING 2,500 SPACES

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3900 S. Jones Ave.
Suite 18
Las Vegas, Nv. 89103

Date: 4/2/08
Scale: As noted
Job No: -

DSR VEGAS CONDOS MASTER PLAN

EOT-39989

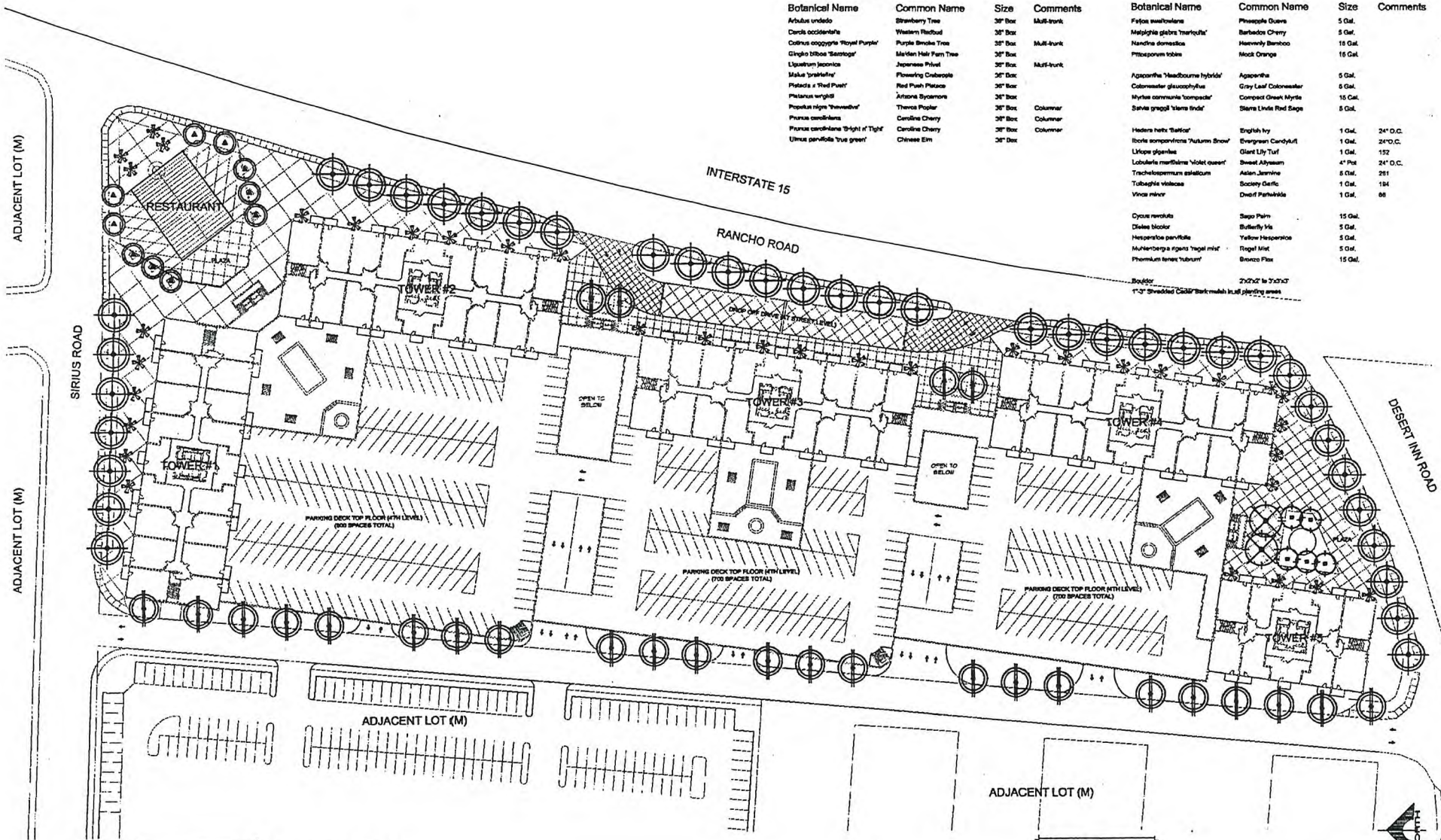
Sheet Number
A-2
2 of 3 Sheets

SUGGESTED PLANT PALETTE

Botanical Name	Common Name	Size	Comments
Arbutus unedo	Strawberry Tree	36" Box	Multi-trunk
Cercis occidentalis	Western Redbud	36" Box	
Cotinus coggygria 'Royal Purple'	Purple Smoke Tree	36" Box	Multi-trunk
Gingko biloba 'Saratoga'	Maiden Hair Fern Tree	36" Box	
Ligustrum lucenica	Japanese Privet	36" Box	Multi-trunk
Malus 'prairiefire'	Flowering Crabapple	36" Box	
Pistacia x 'Red Push'	Red Push Pistace	36" Box	
Platanus wrightii	Arizona Sycamore	36" Box	
Populus nigra 'Thevestina'	Theves Poplar	36" Box	Columnar
Prunus carolliniana	Carolina Cherry	36" Box	Columnar
Prunus carolliniana 'Bright n' Tight'	Carolina Cherry	36" Box	Columnar
Ulmus parvifolia 'true green'	Chinese Elm	36" Box	

Botanical Name	Common Name	Size	Comments
Feijoa sweltowiana	Pineapple Guava	5 Gal.	
Melpighia glabra 'mariquita'	Barbados Cherry	5 Gal.	
Nandina domestica	Heavenly Bamboo	15 Gal.	
Pittosporum tobira	Mock Orange	15 Gal.	
Agapanthus 'Headbourne hybrids'	Agapantha	5 Gal.	
Colonesster glaucophyllus	Gray Leaf Colonesster	5 Gal.	
Myrtus communis 'compacta'	Compact Greek Myrtle	15 Gal.	
Salvia greggii 'sierra linda'	Sierra Linda Red Sage	5 Gal.	
Hedera helix 'Baltica'	English Ivy	1 Gal.	24" O.C.
Iberis sempervirens 'Autumn Snow'	Evergreen Candytuft	1 Gal.	24"O.C.
Liriope gigantea	Giant Lily Turf	1 Gal.	15Z
Lobularia maritisima 'violet queen'	Sweet Allyssum	4" Pot	24" O.C.
Trachelospermum asiaticum	Asian Jasmine	5 Gal.	261
Tulbaghia violacea	Society Garlic	1 Gal.	184
Vinca minor	Dwarf Periwinkle	1 Gal.	66
Cycus revoluta	Sago Palm	15 Gal.	
Dietes bicolor	Butterfly Iris	5 Gal.	
Hesperaloe parviflolia	Yellow Hesperaloe	5 Gal.	
Muhlenbergia rigens 'regal mist'	Regal Mist	5 Gal.	
Phormium tenex 'rubrum'	Bronze Flax	15 Gal.	
Boulder	2'x2'x2' to 3'x3'x3'		

1"-3" Shredded Cedar bark mulch in all planting areas



2800 W. Sahara Ave.
Suite 1B
Las Vegas, Nv. 89102
702-313-6501 ph.
702-313-6504 fax

4/2/10
1" = 40'

SITE PLAN

BSR VEGAS CONDOS MASTER PLAN

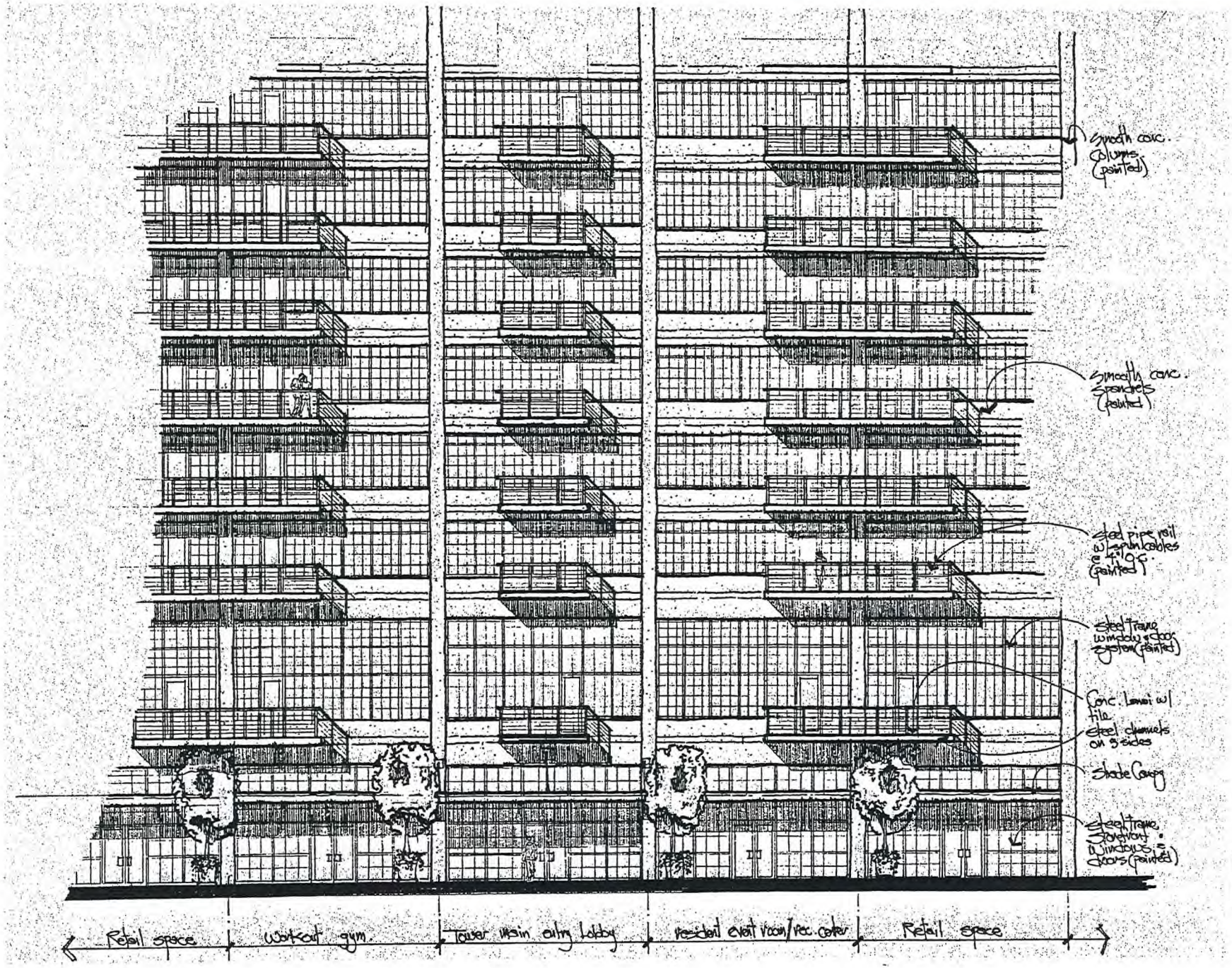
WA Design
Architecture & Interior Design

W R G
DESIGN INC.
2260 Corporate Circle, Ste 430 Henderson, NV 89074
Tel. 702.990.8300 Fax. 702.990.9305
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

Sheet Number
LS-1
1 of 1 Sheets

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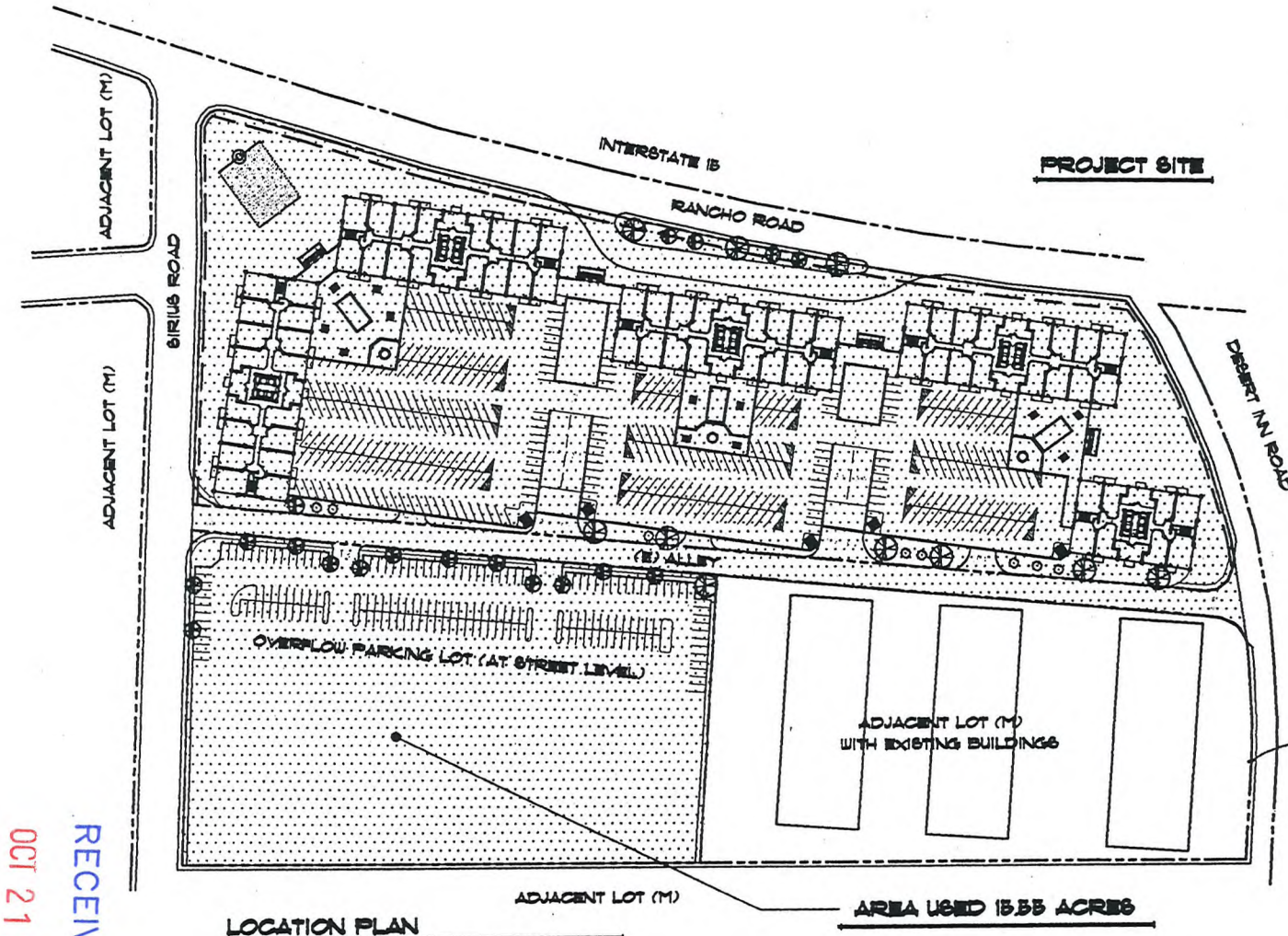


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GPA: 2009
ZON: 2007
CASE: SDP-2101
OCT - 8 2009
PC ADMIN HC

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LOCATION PLAN



VICINITY MAP

DESIGN DATA

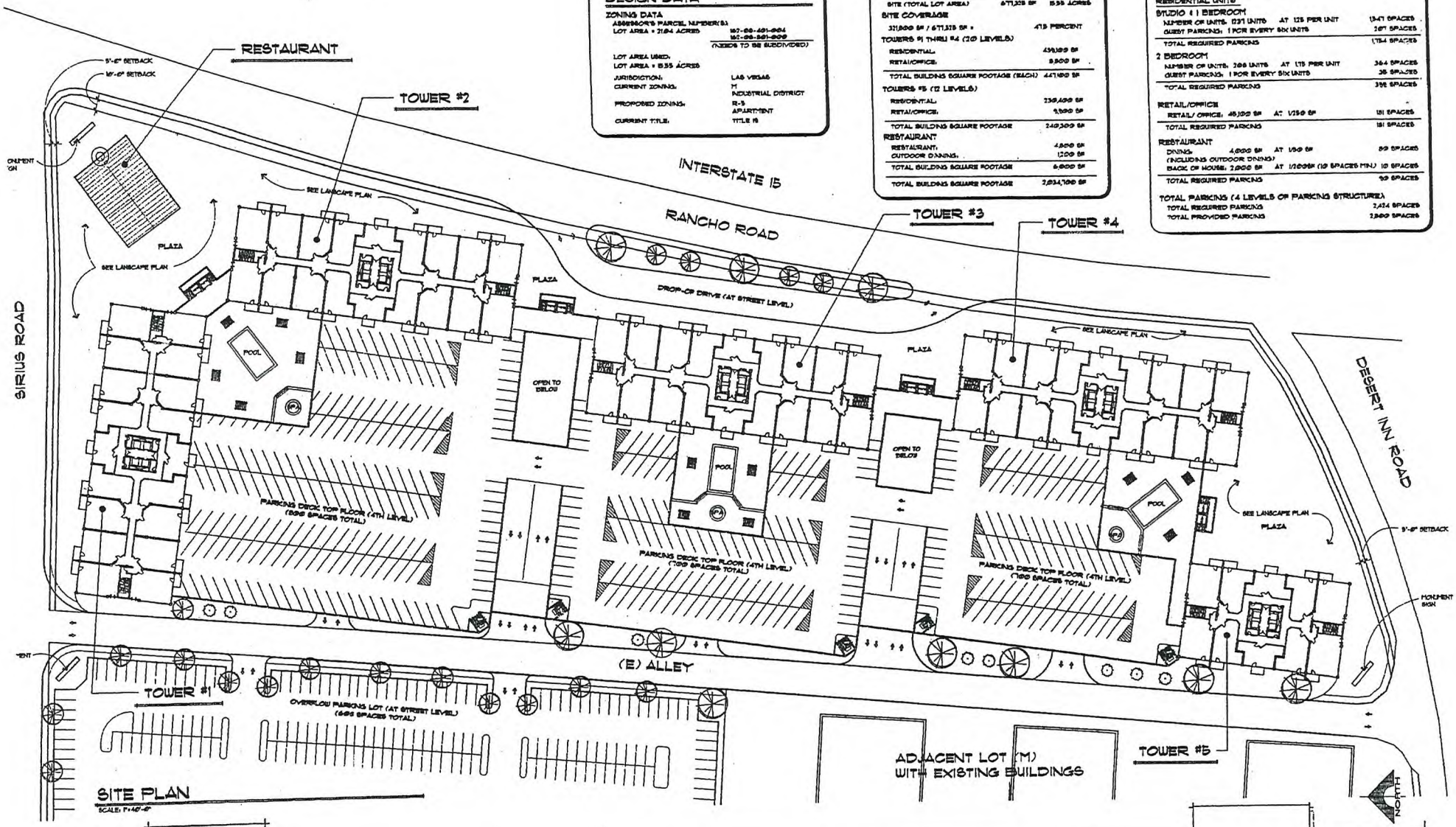
ZONING DATA
ASSESSOR'S PARCEL NUMBER(S)
LOT AREA = 7.64 ACRES
(NEEDS TO BE SURVEYED)
LOT AREA USED:
LOT AREA = 5.55 ACRES
JURISDICTION: LAS VEGAS
CURRENT ZONING: M INDUSTRIAL DISTRICT
PROPOSED ZONING: R-3 APARTMENT
CURRENT TITLE: TITLE 19

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BSR VEGAS CONDOS MASTER PLAN

EOT-39989

Sheet Number A-1



SITE PLAN

SCALE: 1"=40'-0"

DESIGN DATA

ZONING DATA

ASSESSOR'S PARCEL NUMBER(S):	
LOT AREA = 21.84 ACRES	162-08-601-004 162-08-601-009 (NEEDS TO BE SUBDIVIDED)
LOT AREA USED:	
LOT AREA = 15.55 ACRES	
JURISDICTION:	LAS VEGAS
CURRENT ZONING:	M INDUSTRIAL DISTRICT
PROPOSED ZONING:	R-5 APARTMENT
CURRENT TITLE:	TITLE 19

SITE DATA

SITE (TOTAL LOT AREA)	677,325 SF 15.55 ACRES
SITE COVERAGE	
321,800 SF / 677,325 SF =	47.5 PERCENT
TOWERS #1 THRU #4 (210 LEVELS)	
RESIDENTIAL:	439,100 SF
RETAIL/OFFICE:	8,800 SF
TOTAL BUILDING SQUARE FOOTAGE (EACH)	447,900 SF
TOWERS #5 (12 LEVELS)	
RESIDENTIAL:	238,400 SF
RETAIL/OFFICE:	1,900 SF
TOTAL BUILDING SQUARE FOOTAGE	240,300 SF
RESTAURANT	
RESTAURANT:	4,800 SF
OUTDOOR DINING:	1,200 SF
TOTAL BUILDING SQUARE FOOTAGE	6,000 SF
TOTAL BUILDING SQUARE FOOTAGE	2,034,700 SF

PARKING DATA

RESIDENTIAL UNITS

STUDIO & 1 BEDROOM	
NUMBER OF UNITS: 1,231 UNITS AT 1.25 PER UNIT	1,541 SPACES
GUEST PARKING: 1 PER EVERY 6.5X UNITS	237 SPACES
TOTAL REQUIRED PARKING	1,784 SPACES
2 BEDROOM	
NUMBER OF UNITS: 288 UNITS AT 1.75 PER UNIT	364 SPACES
GUEST PARKING: 1 PER EVERY 6.5X UNITS	38 SPACES
TOTAL REQUIRED PARKING	398 SPACES
RETAIL/OFFICE	
RETAIL/ OFFICE: 48,100 SF AT 1/250 SF	181 SPACES
TOTAL REQUIRED PARKING	181 SPACES
RESTAURANT	
DINING: 4,800 SF AT 1/50 SF (INCLUDING OUTDOOR DINING)	89 SPACES
BACK OF HOUSE: 2,800 SF AT 1/1000SF (10 SPACES MIN.)	10 SPACES
TOTAL REQUIRED PARKING	99 SPACES
TOTAL PARKING (4 LEVELS OF PARKING STRUCTURE)	
TOTAL REQUIRED PARKING	2,474 SPACES
TOTAL PROVIDED PARKING	2,860 SPACES

2800 W. Sahara Ave.
Suite 7B
Las Vegas, Nv. 89102
702-313-6501 ph.
702-313-6504 fax

Date: 9/2/08
Scale: As Noted
Job No.: -

Sheet Number
A-2
2 of 3 Sheets

BSR VEGAS CONDOS MASTER PLAN

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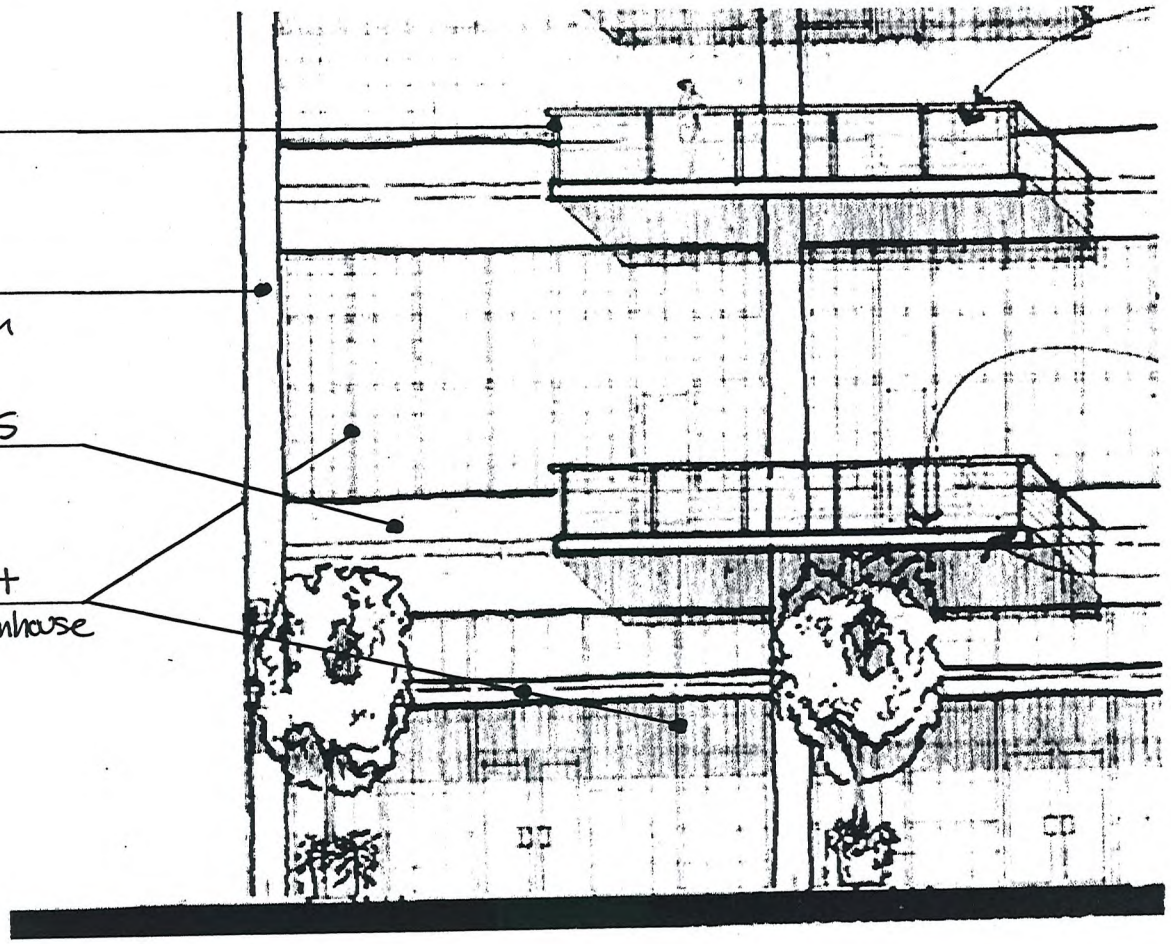
PAINT SELECTIONS

Guardrails
Color: Village blue

Vert. columns
Color: Onionskin Tan

Horz. Spandrels
Color: copper penny

Window frames +
Canopy. color: Greenhouse



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WA designs
Architecture
EOT-39989

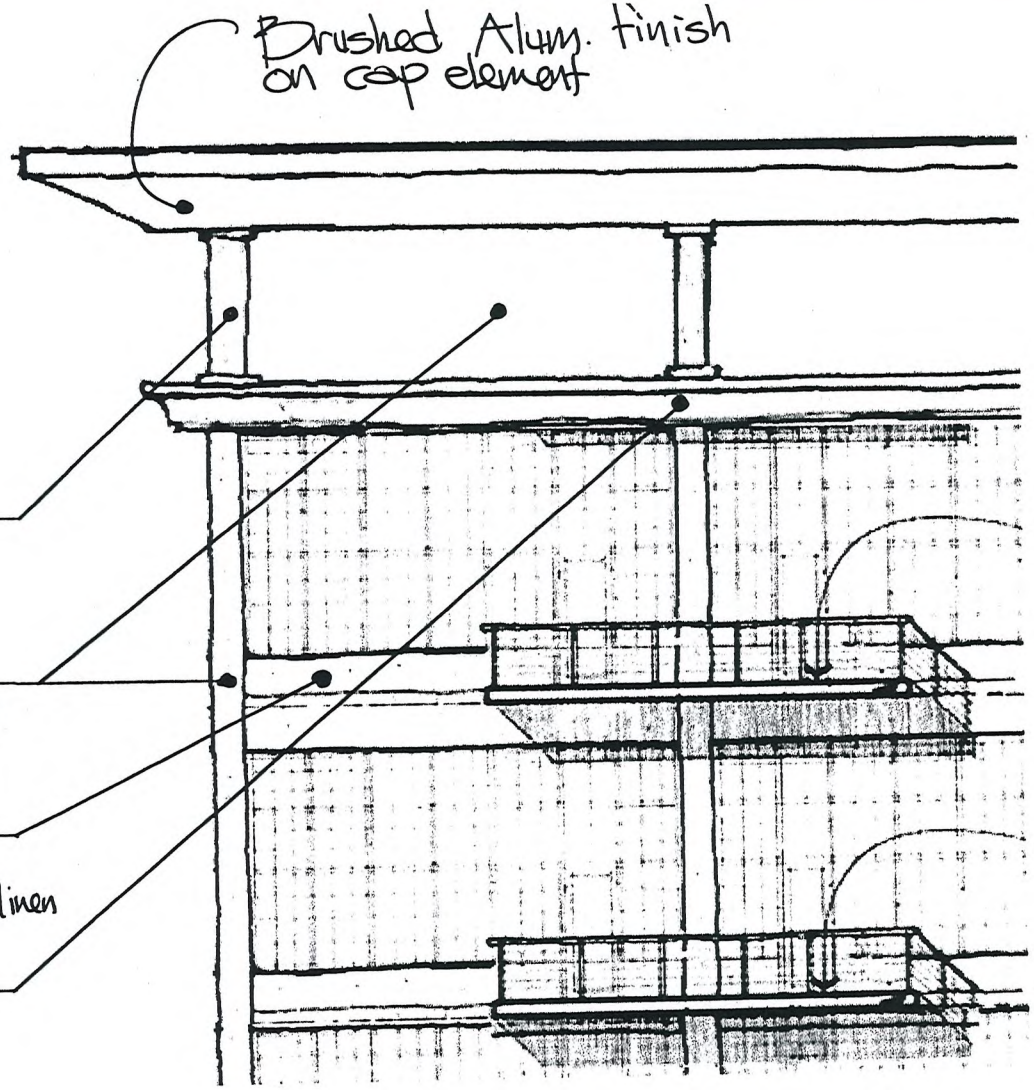
PAINT SELECTIONS

Columns
Color: Old redwood

Vert. columns
(mech. screen material)
Color: onionskin Tan

Horz. Spandrels
(top 2 floors only)
Color: Antique linen

Cornice cap.
Color: Village blue



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WA designs
Architecture

EOT-39989

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

Development Services Center
731 S. Fourth Street
Las Vegas, NV 89101

TTY 702-386-9108
Voice:
Administration 229-6353
Comp Planning 229-6022
Current Planning 229-6301
www.lasvegasnevada.gov



November 21, 2003

Mr. Alberto Jauregui
Fletcher Jones Sr. Trust, et al
175 East Reno Avenue, Suite C-6
Las Vegas, Nevada 89119

RE: ABEYANCE - SDR-3101 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Jauregui:

Your request for a Site Development Plan Review for a MIXED-USE RESIDENTIAL AND COMMERCIAL DEVELOPMENT on 15.97 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive (APN: 162-08-401-004 and 162-08-801-001), Ward 1 (Moncrief), was considered by the Planning Commission on November 20, 2003.

The Planning Commission voted to recommend ***APPROVAL*** of your request, subject to the following:

Planning and Development

1. A General Plan Amendment (GPA-3005) to an SC (Service Commercial) land use designation, a Rezoning (ZON-3007) to C-1 (Limited Commercial) zoning district, and Special Use Permit (SUP-3100) approved by City Council.

2. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

3. All development shall be in conformance with the site plan and building elevations, except as amended by conditions herein.

4. Handicapped parking spaces shall be provided in accordance with code requirements.

5. Loading spaces shall be provided in accordance with the requirements of Title 19.10.

6. Perimeter landscaping for the project shall conform with the requirements of Title 19.12.

7. The landscaping for the surface parking lot at the northwest corner of the site shall conform to the requirements listed in Title 19.08.45. A landscape plan shall be reviewed and approved by the Planning and Development Department prior to the issuance of any permits for the development.

Mayor
Oscar B. Goodman

City Council
Gary Reese
Mayor Pro-Tem
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

City Manager
Douglas A. Selby

CITY OF LAS VEGAS NEVADA

07101-001-11-03

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8. A Master Sign Plan shall be submitted for approval of the Planning Commission or City Council prior to the issuance of a Certificate of Occupancy for any building on the site.

Public Works

9. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222A. Also, any new driveways or proposed driveways accessing Rancho Drive shall receive approval from the Nevada Department of Transportation.

10. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-3007 and all other subsequent site-related actions.

This action by the Planning Commission on **November 20, 2003** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision or there is a review action filed by the City Council within the same time period. The Notice of Final Action was filed with the Las Vegas City Clerk on ***November 21, 2003***.

Sincerely,

Kyle C. Walton, Senior Planner
Planning and Development Department
Current Planning Division

KCW:clb

cc: Mr. Carlos Huerta
B.S.R.
42 Candlewyck Drive
Henderson, Nevada 89052

Mr. Carlos Huerta
Go Global Commercial Real Estate
42 Candlewyck Drive
Henderson, Nevada 89052

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LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

1700 BANK OF AMERICA PLAZA

300 SOUTH FOURTH STREET

LAS VEGAS, NEVADA 89101

(702) 383-8888

FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)

JON R. COLLINS
(1923-1987)

RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN

ALLEN J. WILT
LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III

MICHAEL D. KNOX
ERIN FLYNN
JENNIFER ROBERTS
MEREDITH L. MARKWELL
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L.GALLAGHER
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
JAMES B. GIBSON
GREG J. CARLSON
JING ZHAO
JOHN D. TENNERT

OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY

October 21, 2010

WRITER'S DIRECT DIAL NUMBER
(702) 383-8872
LTUCKER@LIONELSAWYER.COM

Via Hand Delivery

City of Las Vegas Planning and Development
731 S. Fourth Street
Las Vegas, NV 89101

Re: **Request for Extension of Time for Approval of Rezoning ZON -3007, Site Development Plan Review SDR-3101, and Special Use Permit SUP-3100 (collectively the "Approvals") re: A.P.N. 162-08-418-002 (the "Property").**

Dear Sir / Madam:

Lionel Sawyer & Collins represents Fisher Brothers Las Vegas LLC (the "Applicant") with respect to the Approvals described above. Due to the economic climate, the Applicant respectfully requests an extension of time for the entitlements granted with these Approvals. This Property remains an appropriate location for this type of project with the proximity to I-15 and Sahara Avenue and there have been no substantial changes in the area.

Thank you for your consideration of this request.

Sincerely,

On Behalf of Applicant

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Document2

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ABEYANCE ITEM - SDR-39469 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: TEAM FORD - OWNER: RYAN, M. E. LLC – Appeal filed from the approval by the Planning Commission of a request for a Site Development Plan Review FOR A PROPOSED 7,000 SQUARE-FOOT CARWASH AND MINI-LUBE FACILITY on 18.6 acres at 5446 Drexel Road (APN 125-34-515-005), PD (Planned Development) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

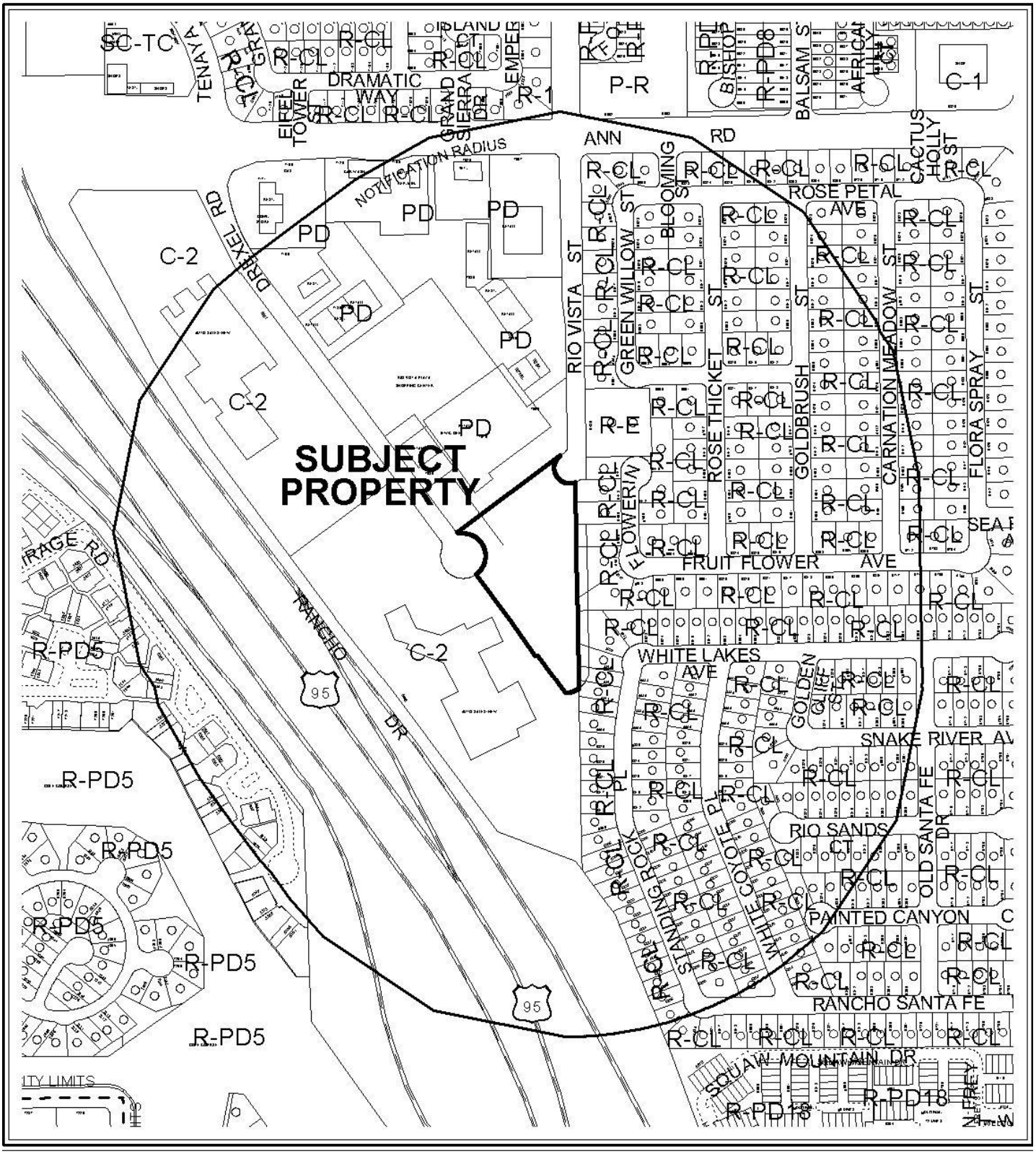
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**4**

RECOMMENDATION:

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Appeal Letter Submitted by Wesley and Margaret Church
5. Photos
6. Justification Letter
7. Protest/Support Postcards
8. Backup referenced from the October 21, 2010 Planning Commission Meeting Item SDR-39469



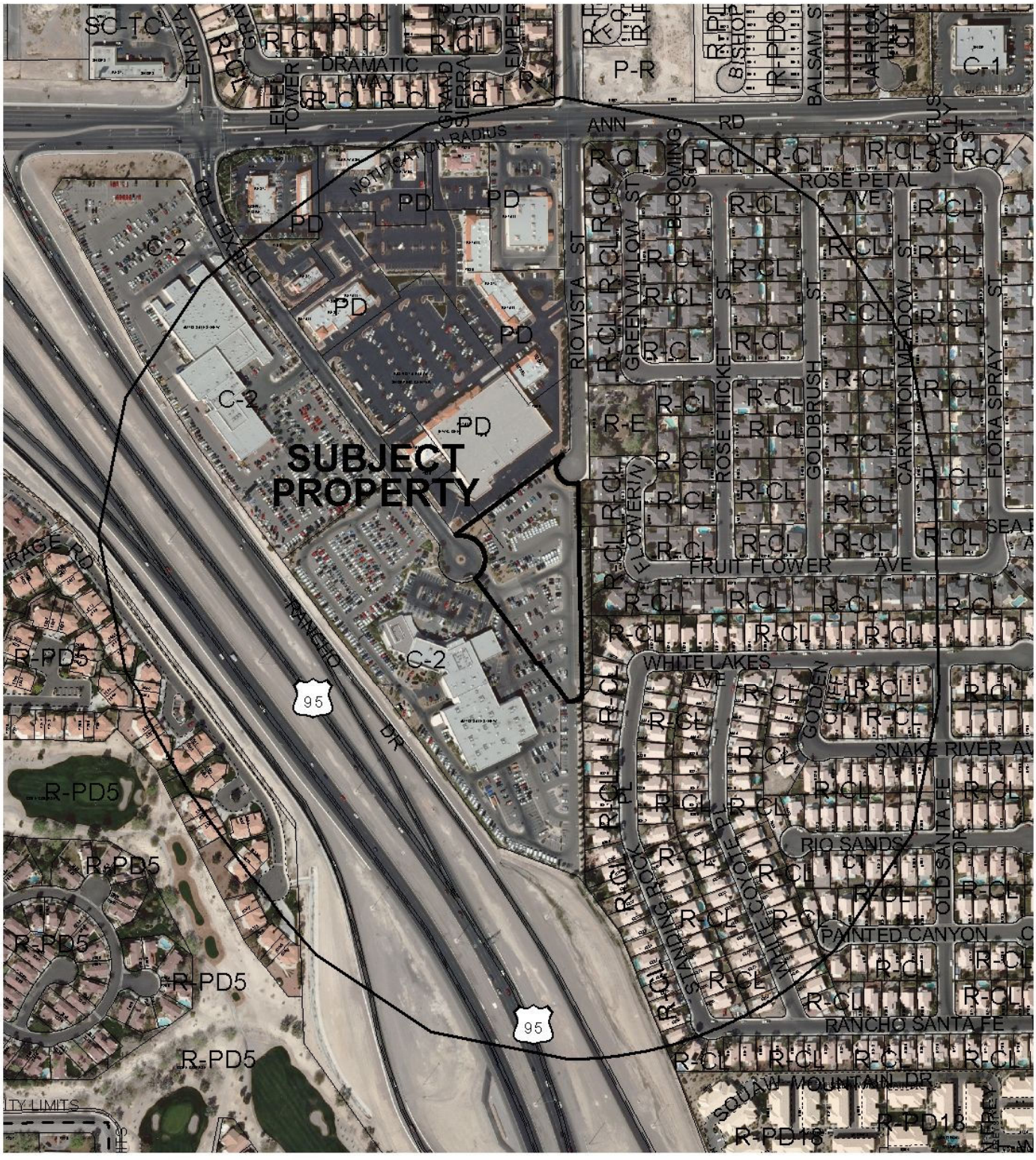
0 400 800 Feet

CASE: **SDR-39469**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



0 400 800 Feet

CASE: **SDR-39469**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: TEAM FORD - OWNER: RYAN, M. E. LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE 11/17/10 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-39469	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

SDR-39469 CONDITIONS

Planning and Development

1. Conformance to the Rio Vista Plaza Master Development Plan and Development Standards, as amended.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 09/07/2010, except as amended by conditions herein.

4. 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 09/07/2010. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

5. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

10. Parking lot lighting standards shall not be more than 25 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

11. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

13. Remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities as shown on the approved Site Plan.

14. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

15. 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.

16. Site development to comply with all previous conditions of approval for Z-74-97 and all other subsequent site-related actions.

Staff Report Page One
December 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This application request is a Site Development Plan Review for a proposed 7,000 square foot Carwash and Mini-Lube Facility to a three acre portion of a 20-acre Master Planned Development. The proposed facility will operate in conjunction with the neighboring Motor Vehicle Sales (New) use at 5445 Drexel Road. The four-bay facility will offer minor vehicle tire and automotive services and also provide a car wash for customers of the auto dealership only. The proposed use and design of the facility comply with the Rio Vista Plaza Master Plan; therefore, staff recommends approval of this proposal, with conditions. If denied, the applicant will not be able to proceed with this request as proposed.

ISSUES

- The proposed 7,000 square foot development is located within the Rio Vista Plaza Master Plan Area.
- Per the Major Modification [Z-0074-97(10)] to the Rio Vista Plaza Development Plan, the Carwash and Mini-Lube Facility is a permitted use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/08/1997	The City Council approved an Amendment (GPA-0032-97) to the Northwest General Plan from ML (Medium Low Density Residential) to SC (Service Commercial).
05/28/1998	The City Council approved a Rezoning (Z-0074-97) from the U (Undeveloped) zoning district [ML (Medium Low Density Residential) General Plan Designation] to PD (Planned Development) zoning district.
07/15/1998	The Planning and Development Department administratively approved a Site Development Plan Review [Z-0074-97(1)] for a proposed Restaurant with Accessory Retail (Fast Food Restaurant with Convenience Store).
07/27/1998	The City Council approved requests to Vacate portions of Drexel Road and Rio Vista Street (VAC-0022-98, VAC-0023-98, and VAC-0024-98) adjacent to the Rio Vista Plaza Master Plan Area.
09/14/1998	The City Council approved a request to amend the Rio Vista Master Plan [Z-0074-97(2)] to allow a proposed 84,404 square-foot Automobile Dealership on property located on the southwest corner of Ann Road and Rio Vista Street.

01/25/1999	The City Council approved a request for a Site Development Plan Review [Z-0074-97(3)] for a proposed 15,056 square foot Drug Store and Review of Condition of Approval Number 4, to allow the use of an outside microphone for the pharmacy drive-through where such use is prohibited on property located on the southwest corner of Ann Road and Rio Vista Street. The Planning Commission recommended approval.
01/25/1999	The City Council approved a Modification [Z-0074-97(4)] to the Rio Vista Plaza Master Plan to allow modifications to the approved locations and sizes of the proposed buildings and signage. The Planning Commission recommended approval.
07/05/2001	The City Council approved a Site Development Plan Review [Z-0074-97(10)] for a proposed 5,099 square foot Full Service Car Wash and a 1,468 square foot Minor Auto Repair Garage on 1.50 acres at the southeast corner of the intersection of Ann Road and Drexel Road. The Planning Commission recommended approval.
07/05/2001	The City Council approved a Major Modification [Z-0074-97(11)] to the Rio Vista Plaza Development Plan to add Carwash and Mini-Lube Facilities to the permitted uses table. The Planning Commission recommended approval.
10/21/2010	The Planning Commission (7-0 vote) to approve this request (PC Agenda Item #33/mh).
11/01/2010	Appeal of the Planning Commission approval filed by Wesley and Margaret Church
11/17/2010	The City Council voted to hold this item in abeyance to the 12/1/10 City Council meeting.

Most Recent Change of Ownership	
12/29/2000	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no Building Permits or Business Licenses affiliated with 5446 Drexel Road.

Pre-Application Meeting	
08/13/2010	A pre-application meeting was held with the applicant's representatives and the specific development requirements of the Rio Vista Plaza Master Plan were discussed. Staff also discussed the proposed use and possible mitigation of any audible or visual impacts on the neighboring residential properties.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request, nor was one held.

Field Check	
09/16/2010	A field check was performed by staff with the following observations: • The site is currently utilized as vehicle storage for the auto dealership with shared access along the southwest property line. • The site has mature landscaping, with a 30-foot landscape screen featuring pine trees placed in clusters less than 20 feet apart. • The site has a gradual 10-foot change in grade, sloping downwards from west to east.

Details of Application Request	
Site Area	
Net Acres	3.11

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Auto Inventory	SC (Service Commercial)	P-D (Planned Development)
North	Single Family Residences	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
		L (Low Density Residential)	R-1 (Single Family Residential)
South	Auto Dealership	GC (General Commercial)	C-2 (General Commercial)
East	Single Family Residences	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
			R-E (Residence Estates)
West	Auto Dealership	GC (General Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Rio Vista Plaza Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
PD (Planned Development) District			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

DEVELOPMENT STANDARDS

Pursuant to the Rio Vista Plaza Master Plan, the following standards apply:

Standard	*Allowed*	*Provided*	*Compliance*
Maximum Land Development Ratio	17.9 %	17.1%	Y
Min. Setbacks from Adjacent Streets: • Drexel Road • Rio Vista Street	 20 Feet 20 Feet	 70 Feet 150 Feet	 Y Y
Max. Building Height	36 Feet, Single Story	22 Feet	Y
Max Parking Lot Light Height	25 Feet	25 Feet	Y

Pursuant to the Rio Vista Plaza Master Plan, the following Title 19.08.060 Residential Adjacency Standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	66 Feet	167 Feet	Y
Adjacent development matching setback	10 Feet	167 Feet	Y

Pursuant to the Rio Vista Plaza Master Plan, the following Title 19.12 standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees: • North • Southwest • East	 1 Tree / 20 Linear Feet 1 Tree / 30 Linear Feet 1 Tree / 20 Linear Feet	 16 Trees 19 Trees 30 Trees	 16 Trees 13 Trees 37 Trees	 Y N Y
TOTAL PERIMETER TREES		**65 Trees**	**66 Trees**	**Y**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • Southwest • East	8 Feet 8 Feet 15 Feet 8 Feet		15 Feet 8 Feet 0 Feet 15 Feet	Y Y N Y
Wall Height	6 Foot High Landscape Screen along Rio Vista Street		Existing	Y

Functional Classification of Street(s)	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Drexel Road: *Local Street*	NA	50	NA

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	
Rio Vista Plaza Master Plan	7,000 SF	1:180 SF	39		59		Y
TOTAL SPACES REQUIRED			39		59		Y
Regular and Handicap Spaces Required			37	2	57	2	Y

Wall Signs: *Rio Vista Plaza Master Plan*		
Standards	***Allowed***	***Provided***
Maximum Area	1.75 SF sign area per lineal foot of building frontage	Not Shown
Maximum Projection	12 inches	Not Shown
Illumination	Internal/External	Not Shown

ANALYSIS

The proposed 7,000 square foot Carwash and Mini-Lube Facility is located on a three acre portion of the 20-acre Rio Vista Plaza Master Planned Development. The Carwash and Mini-Lube Facility use was added to the Permitted Uses Table with the City Council's approval of the Major Modification [Z-0074-97(10)] to the Rio Vista Plaza Development Plan on July 9th, 2001. The four-bay facility will offer minor vehicle tire and automotive services and also provide a car wash for customers of the auto dealership only.

The proposed facility is located at the south end of the property between the terminating cul-de-sacs of Rio Vista Street on the east and Drexel Road on the west. The property has been previously paved, striped, and landscaped. The scope of this proposal affects only the central portion of the site adjacent to the Drexel Road cul-de-sac. There is a gradual downward slope from the northwest to the southeast side of subject site with an approximate 10-foot change in grade. The site is currently paved with asphalt and features a 30-foot deep landscape buffer with over 37 mature Pine trees along the east side of the property. The existing landscaping was previously approved by Site Development Plan review [Z-0074-97(4)]. There is a portion of the site along the southwest property line that does not provide the required eight-foot wide landscape buffer, as the site has established cross access with an adjacent parking lot. The previous approval and the existence of the necessary cross access, in addition to the provision of

landscaped planter islands, does not warrant the need for a Waiver to the Title 19.12 Landscape Buffer Standards. The applicant is proposing to include eight additional 15 gallon Palo Verdes and 17 additional one gallon Gold Indigo shrubs in the planters included within the scope of the proposed development. Staff recommends proceeding with the selected plant materials and sizes, as the particular landscape islands are deeply sloped and the quick-growing species selected will have a better chance to adapt to the given location. The proposed landscaping will provide additional visual and audible screening from the residential property located to the east.

The proposed material finish and elevations meet the Development Regulations and Design Standards required by the Rio Vista Plaza Master Plan. The single-story facility features four service bays for various, low-level auto maintenance and an adjacent car wash facility on the east side of the building. The applicant has provided elevations that are aesthetically compatible with the Planned Development, specifically in the matching surface treatment of the buildings and the provision of mansard roofs with clay barrel tiles. The applicant has provided a conceptual depiction of wall signage that demonstrates compliance with the Rio Vista Plaza Master Plan. Any proposed signage will be handled through an over-the-counter building permit review.

The proposed use and design of the facility comply with the Rio Vista Plaza Master Plan; therefore, staff recommends approval of this proposal, with conditions.

FINDINGS (SDR-39469)

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 7,000 square foot Carwash and Mini-Lube Facility is compatible with the adjacent commercial development to the north and west. The applicant has provided additional landscape screening and has positioned the proposed facility to minimize any visual or audible intrusion to the residential development located to the east. Staff finds that the mature Pines within the existing 30-foot wide landscape buffer, in addition to the proposed internal landscape improvements, will adequately minimize any negative impact on the single family residential neighborhood.

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 Carwash and Mini-Lube Facility is a permitted use with the Rio Vista Plaza Master Plan Area and the design has been submitted in compliance with the Development Standards listed by this plan. The existing landscaping exceeds the current Title 19.12 Landscape Buffer requirements and the additional proposed landscaping will increase the screening of the facility from the residential properties to the east.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Vehicular access to the site is adequately provided from Drexel Road, at the cul-de-sac terminus. The proposed facility operates as an auxiliary use to the established Auto Dealership located to the west. Since this proposal seeks to relocate the service operations of the dealership, it is not anticipated that the proposed facility will generate any additional traffic that would not have been servicing their vehicles at the existing service station located at the dealership.

4. Building and landscape materials are appropriate for the area and for the City;

The proposed building and landscape materials comply with the specific requirements listed in the Rio Vista Plaza Master Plan. The applicant has provided additional landscaping in the form of trees to specifically address potential concerns regarding the neighboring residential properties located 167 feet to the northeast.

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;

Staff finds that the proposed elevations are well-integrated with the established aesthetic of the Master Planned Development and are appropriate for the area and for the City.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

The proposed Carwash and Mini-Lube Facility is subject to Building Permit and Business License review and inspection prior to occupancy; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 330 (By City Clerk)

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-39469** APN: 125-34-515-005

Name of Property Owner: Ryan, M E, LLC

Name of Applicant: Team Ford

Name of Representative: Doug Purvis, (Douglas G. Purvis Architect Ltd.)

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: Edward Jallegos — ME RYAN

Print Name: EDWARD J ALLEGOS

Subscribed and sworn before me

This 2 day of Sept, 2010

See Ingold

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
SUE INGOLD
My Appointment Expires
January 16, 2014
No: 94-1371-1

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Design Review

Project Address (Location) 5446 Drexel Road

Project Name Team Ford Quick Lane **Proposed Use** Lube/Oil/Car Wash

Assessor's Parcel #(s) 125-34-515-005 **Ward #** _____

General Plan: existing SC proposed nc **Zoning:** existing P-D proposed nc

Commercial Square Footage 7,272 **Floor Area Ratio** na

Gross Acres 18.6 **Lots/Units** na **Density** na

Additional Information _____

PROPERTY OWNER Ryan, M E, LLC **Contact** Edward J Olliges

Address 5446 Drexel Road **Phone:** (702) 870-7221 **Fax:** (702) 877-6575

City Las Vegas **State** NV **Zip** 89130

E-mail Address _____

APPLICANT Team Ford **Contact** _____

Address 5445 Drexel Road **Phone:** (702) 395-5100 **Fax:** (702) 395-5192

City Las Vegas **State** NV **Zip** 8913

E-mail Address _____

REPRESENTATIVE Purvis Architects **Contact** Doug Purvis

Address 2545 Quail Wood Court **Phone:** (702) 876-9690 **Fax:** (702) 876-9691

City Henderson **State** NV **Zip** 89074

E-mail Address doug@purvisarchitects.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 EDWARD J. OLLIGES

Subscribed and sworn before me

This 31st day of AUGUST, 20 10.

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
DIANE Y. WOODS
My Appointment Expires
January 16, 2014
No: 02-72739-1

Revised 10/27/08

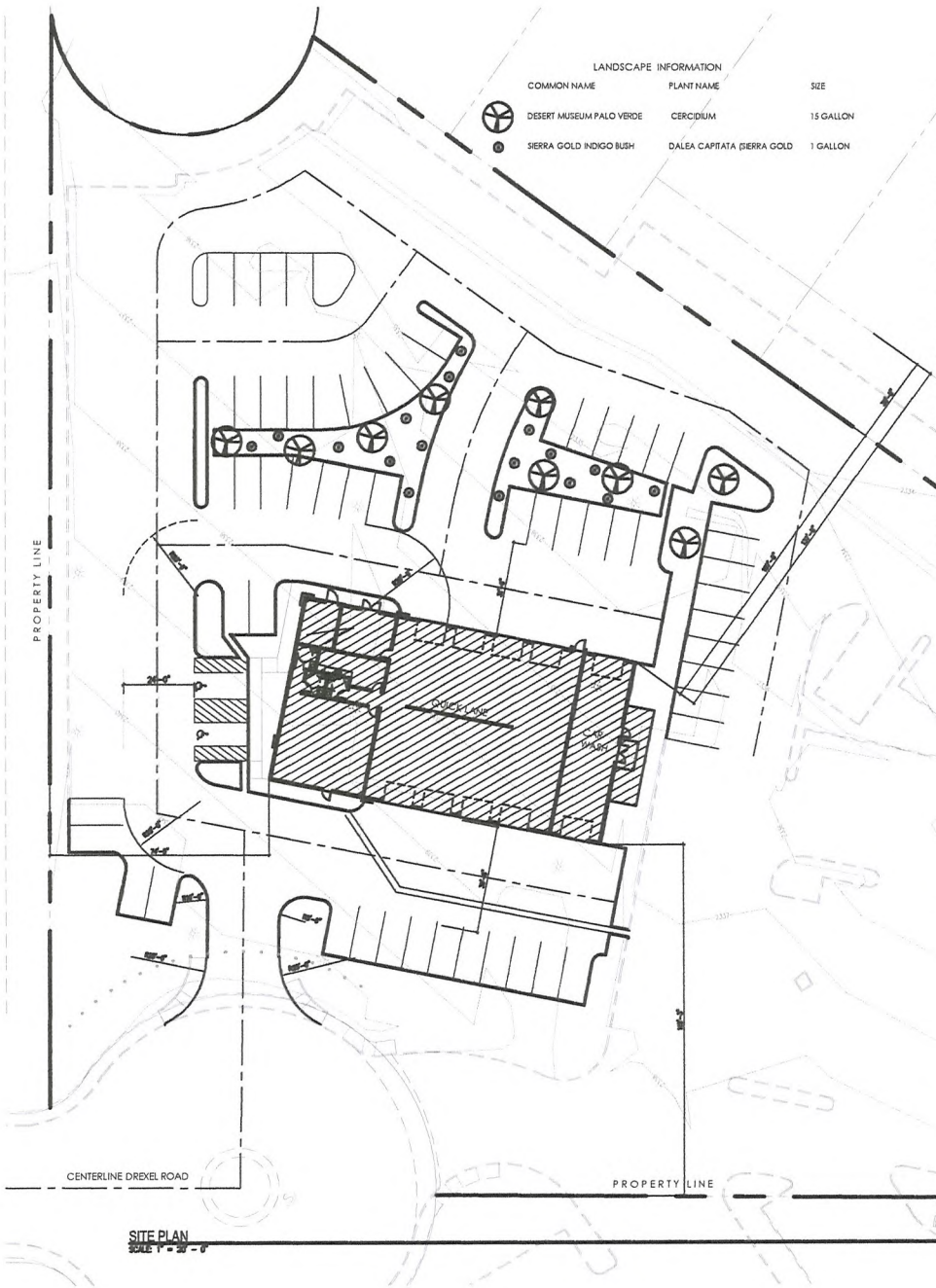
FOR DEPARTMENT USE ONLY

Case #	SDR-39469
Meeting Date:	10/21/10
Total Fee:	$1,030
Date Received:*	9/7/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

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SEP 07 2010



SITE PLAN
SCALE 1" = 20'-0"

LANDSCAPE INFORMATION

	COMMON NAME	PLANT NAME	SIZE
	DESERT MUSEUM PALO VERDE	CERCIDIUM	15 GALLON
	SIERRA GOLD INDIGO BUSH	DALEA CAPITATA (SIERRA GOLD	1 GALLON

SITE INFORMATION

PARCEL NUMBER	125-34-515-005
JURISDICTION	CITY OF LAS VEGAS - 89130
EXISTING GENERAL PLAN	SC
EXISTING ZONONG	PD
PROPOSED USE	AUTO LUBE / CAR WASH
SITE AREA	128,425 S.F. / 2.95 ACRES
BUILDING SETBACKS	PER Z-74-97 (4)
MAXIMUM HEIGHT	PER Z-74-97 (4)
ACTUAL HEIGHT	20'
PARKING REQUIRED	1,100 @ 1/150 and 6,072 S.F. @ 5 + 1/200 S.F. =44
SPACES @ 9' X 18' PROVIDED	75
HANDICAP SPACES PROVIDED	2
DELIVERY SPACE PROVIDED	1
TOTAL PARKING PROVIDED	78
BUILDING AREA	7,272 S.F.
CODE	2006 IBC
CONSTRUCTION TYPE	III B
OCCUPANCY	B
FIRE SPRINKLERS	YES

PROJECT LOCATION



VICINITY MAP

20' 100'
GRAPHIC SCALE

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SDR-39469

NORTH

Drawings as Instruments of Service are the sole property of the Architect, and any use or reproduction in whole or in part without his written consent is strictly prohibited.

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Copies of the Drawings and Specifications retained by the Client may be used only for his use and for occupying the Project for which they were prepared and not for the construction of any other Project.

CONSULTANT

REVISION # DESCRIPTION DATE

PROJECT TITLE

TEAM FORD QUICK LANE

5446 DREXEL ROA LAS VEGAS, NV 89130

DOUGLAS G PURVIS ARCHITECT, LTD
ARCHITECTSTUDIO
2545 Quail Wood Court
Henderson, NV 89074
Tel 702.876.9690 Fax 702.876.9691
emaildoug@purviarchitects.com

PROJECT NO.: 10007
DRAWN BY: DGP
CHECKED BY: DGP
ISSUE DATE: 08.03.10

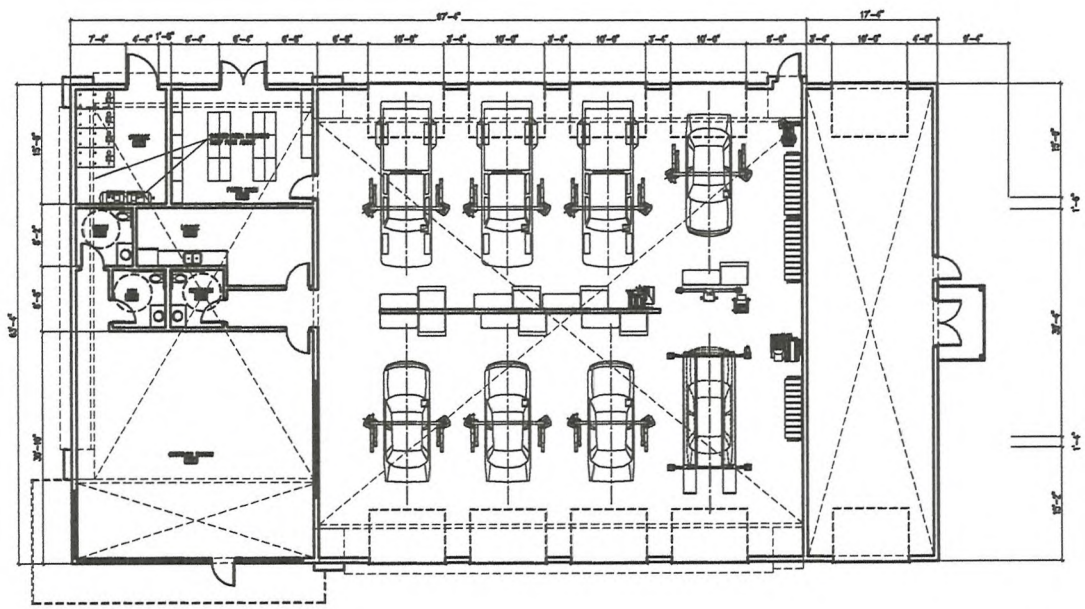
DOUGLAS G PURVIS REGISTERED No. 2340 ARCHITECT STATE OF NEVADA

SHEET TITLE

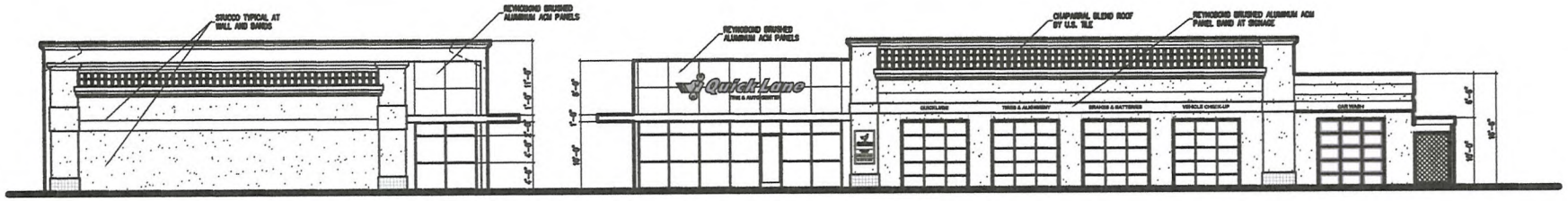
QUICK LANE SITE PLAN

SHEET NUMBER

AS.1

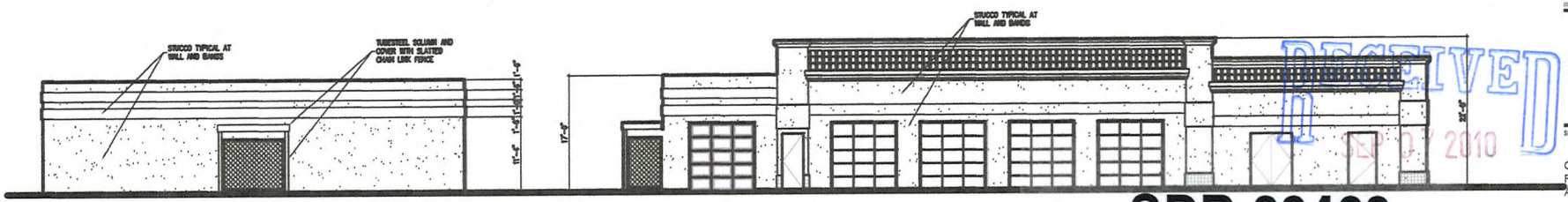


FLOOR PLAN
SCALE: 1/8" = 1'-0"



NORTHWEST ELEVATION
SCALE: 1/8" = 1'-0"

SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTHEAST ELEVATION
SCALE: 1/8" = 1'-0"

NORTHEAST ELEVATION
SCALE: 1/8" = 1'-0"

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SDR-39469

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CONSULTANT

REVISION # DESCRIPTION DATE

PROJECT TITLE

TEAM FORD QUICK LANE

5446 DREXEL ROA LAS VEGAS, NV 89130

DOUGLAS P. PURVIS ARCHITECT, LTD
ARCHITECTSTUDIO
2545 Quail Wood Court
Henderson, NV 89074
tel 702.876.9690 fax 702.876.9691
email:dpurvis@purvisarchitects.com

PROJECT NO: 10.007
DRAWN BY: DGP
CHECKED BY: DGP
ISSUE DATE: 08.03.10

DOUGLAS G. PURVIS REGISTERED No. 2340 ARCHITECT STATE OF NEVADA

SHEET TITLE

QUICK LANE FLOOR PLAN AND ELEVATIONS

SHEET NUMBER

A.1

SDR 39469
Team Ford

5446 Drexel Road

Proposed 7 thousand square foot auto repair garage, minor.

Traffic produced by proposed development:

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	AUTOMOBILE PART SALES [1000SF]	7	61.91	433
AM Peak Hour			2.21	15
PM Peak Hour			5.98	42

Existing traffic on all nearby streets:

Drexel Rd	
Average Daily Traffic (ADT)	9,138
PM Peak Hour (heaviest 60 minutes)	731

Ann Rd	
Average Daily Traffic (ADT)	23,363
PM Peak Hour (heaviest 60 minutes)	1,869

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Drexel Rd	16,300
Ann Rd	51,800

This project is expected to add 433 trips per day on Drexel Rd. and Ann Rd. This will increase traffic on Drexel Rd. by about 5 percent and on Ann Rd. by about 2 percent. Currently, Drexel is at about 56 percent of capacity and Ann is at about 45 percent of capacity.

Based on Peak Hour use, this development will add about 42 additional cars into the area in the peak hour, or about three every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

October 28, 2010

City Clerk
Attn: Beverly K. Bridges
400 Stewart Ave.
Las Vegas, NV

RE: SDR-39469

To Whom It May Concern,

RECEIVED
CITY CLERK
2010 NOV -1 A 7:28

A Planning Commission Meeting was held on October 21, 2010 to consider SDR-39469 as a One Motion – One Vote. The motion was approved and we would like to appeal the approval on the proposed 7,000 ft² Car Wash and Mini-Lube Facility on 18.6 acres at 5446 Drexel Road (APN 125-34-515-005). We attended the meeting. This was our first commission meeting and we did not understand at what point in the proceedings we could oppose the motion. We, along with several of our neighbors, have sent in the Notice of Public Hearing, as opposed.

Our back yard and others adjoins the proposed Car Wash and Mini-Lube boundary. As such, we do not want the additional noise that would be generated from that type of activity. We are also concerned over home values that have plummeted and building this facility will only decrease the homes values even more. We ask to appeal the decision.

Team Ford has enough land to build this facility away from the area homes nearer to US 95. Team Ford already has or provides for Car Wash and Mini-lube services.

Regards,

Wesley Church
Margaret Church

Wesley and Margaret Church
6917 Fruit Flower Ave.
Las Vegas, NV 89130

Home Phone – (702)649-8644
Cell – (702)465-9330
weschurch@earthlink.net

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NOV – 1 2010
P&D



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10



SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC
5446 DREXEL ROAD

09/16/10

August 30, 2010

City of Las Vegas
Planning & Development Department
731 South 4th, Street
Las Vegas, Nevada

RE: Project #583 Team Ford – Justification Letter
Site Development Plan
APN # 125-34-515-005

To Whom It May Concern:

We are submitting this project justification letter for your review and consideration. We are currently representing as "applicant' on behalf of Team Ford in their evaluation and development of a new "Quick Lane" service facility of approximately 7,000 sf, within the limits of their existing property at the above referenced location. This new facility would be an extension of their existing service line which includes oil changes, minor tune-ups and service currently being conducted within their existing facility as well as provide a more efficient car wash system to conserve water, power and also to enhance the clients experience with shorter wait times associated with scheduled or unscheduled visits.).

The current use of the site is for parking, receiving inventory and display of available autos within the current Team Ford Dealership. We are requesting formal approval of our site development plan for the new "Quick Lane" facility. This proposal conforms to the General Plan, SDR's Z-0074-97(10) and (11), and is compatible with the surrounding land uses and zoning districts within the same area. The facility will also be designed in compliance with and conforming to the architectural design guidelines outlined in the Rio Vista Plaza Planned Development document Z-74-97(4), 1-14-99 PC.

As part of a National rebranding program being facilitated by the Ford organization, Team Ford will be making many enhancements to its existing facility and services to become more customer centric and present a new and consistent image with other dealerships across the country. One of those improvements includes the addition of the "Quick Lane" facility to provide the customers a more efficient solution to services currently being provided within the existing sales/service building. As this is not a new service line, it is not anticipated that "Quick Lane" will generate any additional traffic that is not currently purchasing or servicing their vehicles at this time.

Team Ford anticipates that this new facility would create approximately 20 full time jobs for the short term construction project and 8 - 10 full time permanent employment opportunities once the project is completed. It is anticipated that the hours of operation at this facility would be consistent with the existing operation Monday thru Friday 7:00AM – 7:00PM, Saturday 7:00AM – 6:00PM and closed on Sunday.

SDR-39469

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At this time we are unaware of requirements for any State licenses specific to the use requested.

Team Ford will be employing numerous sustainability concepts into the project to reduce its carbon footprint and minimize the utilization of natural resources on a long term basis. Some of the concepts being considered include recycling the water associated with a state of the art high efficiency car wash system, low flow fixtures, a light color palate, recycled content on steel and concrete materials in addition to regionally manufactured materials although they will not be seeking a LEED Certification.

Please let us know if you have any questions or if I can be of additional assistance in the review and approval of this request. Thank you in advance for your consideration!

Sincerely,

Douglas G. Purvis
President – Purvis Architects

cc: Joe Garcia – SR Construction
Moriah Curran – SR Construction
Tom Strickland – Suncoast Development
Steve Olliges – Team Ford
Al McDonald – Team Ford

SDR-39469

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17029207630 From: Wesley Church
2010-11-08 16:03:18 (GMT)
To: City Clerk Page 1 of 1

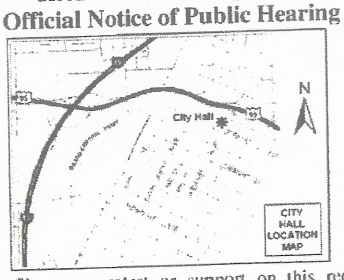
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CITY CLERK

2010 NOV -8 P 3:52

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39469

City Council Meeting of 11/17/2010

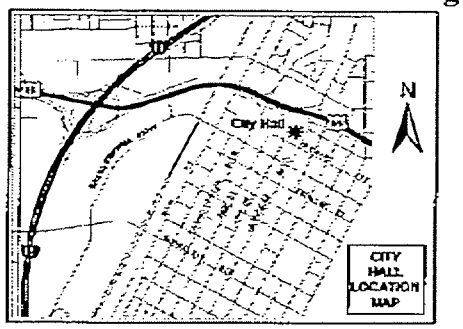
CHURCH WESLEY E SEPARATE PPTY
CHURCH MARGARET MARY SEP PPTY
6917 FRUIT FLOWER AVE
LAS VEGAS NV 89130-1668

APN#12534512047

P.001/001
(FAX)
11/09/2010 TUE 06:47 [TX/RX NO 8514] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39469
City Council Meeting of 11/17/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 NOV 05 2010
MAILED FROM ZIP CODE 89101

WISHENGRAD STUART & CYNTHIA L
5413 CARNATION MEADOW ST
LAS VEGAS NV 89130-3822

APN#12534513031

89130 NV-US

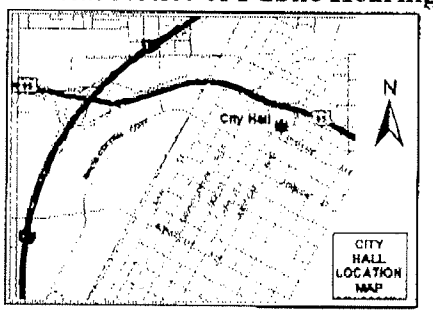
2010 NOV -9 A 8:00

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11/09/2010 03:46

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39469
City Council Meeting of 11/17/2010

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UNITED STATES POSTAGE
$ 00.41⁴
MAILED FROM ZIP CODE 89101
2010 NOV 12 A 7:58

LILORE CHARLES & PATRICIA
5417 FLOWERING BUSH CT
LAS VEGAS NV 89130-1676

APN#12534512022

11-10-10

I not only have no
problem with the
new zoning at all
but would like to see
the zoning changed
from Rural Estates
to Single Family
parking on Rio Vista
with their engine
turning all night.
As well as the
drug dealers
and rapists
that have moved
into Rio Vista.
This should be
done so that
I can sleep
which has been
a real problem.

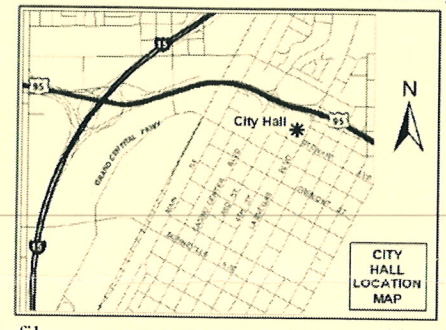
Mrs Lilore

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 NOV 05 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39469
City Council Meeting of 11/17/2010

2010 NOV 15 P 12:53
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CITY CLERK

MARCOM NORA H
5524 ROSE THICKET ST
LAS VEGAS NV 89130-1652

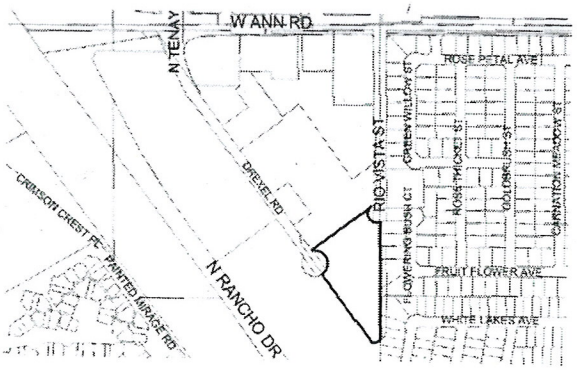
APN#12534511048

Application Information

SDR-39469 - APPLICANT: TEAM FORD - OWNER: RYAN, M. E. LLC - Appeal from the Approval by the Planning Commission of a request for a Site Development Plan Review FOR A PROPOSED 7,000 SQUARE-FOOT CARWASH AND MINI-LUBE FACILITY on 18.6 acres at 5446 Drexel Road (APN 125-34-515-005), PD (Planned Development) Zone, Ward 6 (Ross).

We do not want this AREA TURNED into an Industrial ZONE 2 Area — Thank you Nora Marcom

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***November 17, 2010***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

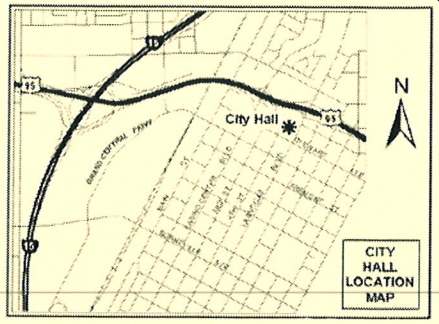
Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39469
City Council Meeting of 11/17/2010

LAS VEGAS NV 890 11-0

2010 NOV 15 P 1:1

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CITY CLERK

SCHMIDT GARY W & HILDA C
P O BOX 678
CENTER HARBOR NH 03226-0678

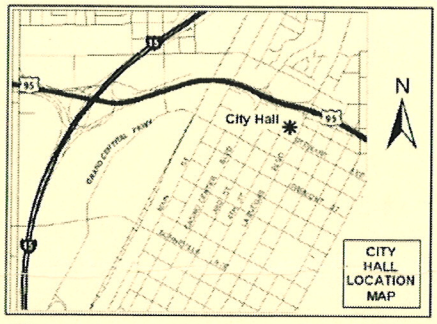
APN#12534610017

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39469
City Council Meeting of 11/17/2010

2010 NOV 15 P 12:46

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CITY CLERK

WALLING CHRISTOPHER C
WALLING GLEN E & LILIANNE H
5240 STANDING ROCK PL
LAS VEGAS NV 89130-1610

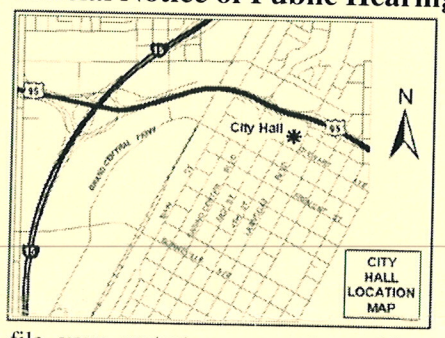
APN#12534613031

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39469

City Council Meeting of 11/17/2010

2010 NOV 15 P 12:55

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CITY CLERK

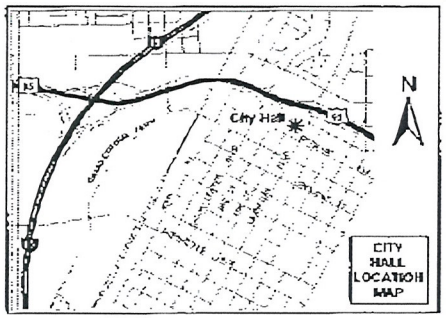
WALLING LILIANNE & GLEN E
5241 STANDING ROCK PL
LAS VEGAS NV 89130-1616

APN#12534613024

No. 1635 P. 2

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39469

City Council Meeting of 11/17/2010

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2010 NOV -9 P 1:56

RYAN M E L L C
5445 DREXEL RD
LAS VEGAS NV 89130-1605

APN#12534515005

Nov. 9. 2010 1:53PM

11/09/2010 TUE 13:54 [TX/RX NO 8531] 002

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

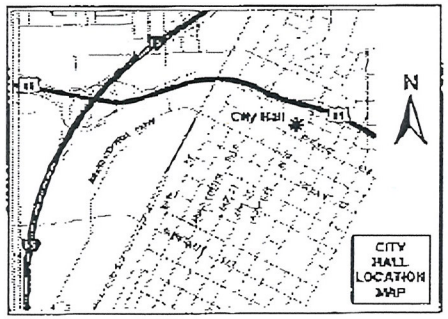
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39469
City Council Meeting of 11/17/2010

11/17/2010 SDR-39469

Team Ford
5445 Drexel Road
Las Vegas, Nevada 89130

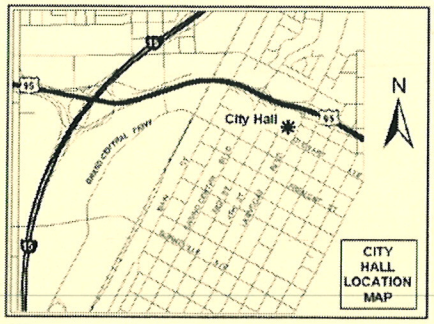
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Nov. 9. 2010 1:53PM
11/09/2010 TUE 13:54 [TX/RX NO 8531] 001

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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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39433 & SUP-39432
City Council Meeting of 11/17/2010

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2010 NOV 15 P 1:09
CITY CLERK

MORGAN EDWARD J
P O BOX 702972
WEST VALLEY CITY UT 84170-2972

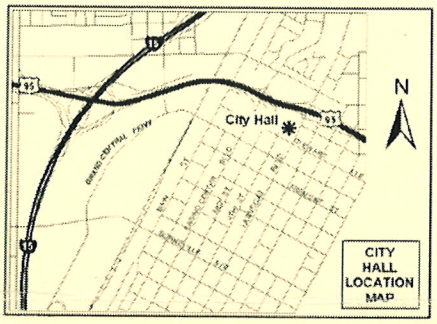
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400 Stewart Avenue
Las Vegas, Nevada 89101

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Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-39469
City Council Meeting of 11/17/2010

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2010 NOV 15 P 1:13
CITY CLERK

HELWIG WILLIAM R & VALERIE
5361 PAINTED MIRAGE
LAS VEGAS NV 89149-0310

APN#12534610015

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: SDR-39469 – APPLICANT: TEAM FORD - OWNER: RYAN, M.E. LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***OCTOBER 21, 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 *OCTOBER 20, 2010*.

Signature

10-18-10
Date

DOUGLAS PURVIS
Please Print Name

DOUGLAS G. PURVIS ARCHITECT
Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

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OCT 18 2010

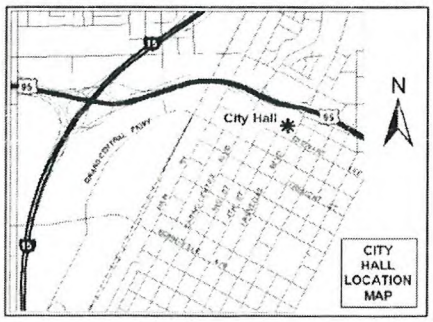
33

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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OCT 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.

SDR-39469
Planning Commission Meeting of 10/21/2010

Case: SDR-39469

12534511048
MARCOM NORA H
5524 ROSE THICKET ST
LAS VEGAS NV 89130-1652

RECEIVED
OCT 14 2010

Application Information

SDR-39469 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: TEAM FORD - OWNER: RYAN, M. E. LLC - Request for a Site Development Plan Review FOR A PROPOSED 7,000 SQUARE-FOOT CARWASH AND MINI-LUBE FACILITY on 18.6 acres at 5446 Drexel Road (APN 125-34-515-005), PD (Planned Development) Zone, Ward 6 (Ross).

This is a Residential AREA — please Don't turn it into a total commercial site —

Thank you
Nora Marcom

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***October 21, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

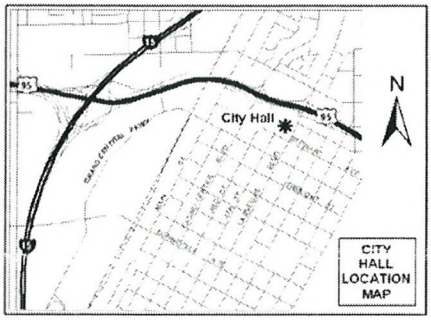
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development 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
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39469
Planning Commission Meeting of 10/21/2010

LAS VEGAS NV 890

Case: SDR-39469
12534610017
SCHMIDT GARY W & HILDA C
P O BOX 678
CENTER HARBOR NH 03226-0678

RECEIVED
OCT 18 2010

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ABEYANCE ITEM - VAR-39122 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: EVAPS, LLC - Request for a Variance TO ALLOW ZERO-FOOT SETBACKS WHERE A 10-FOOT SIDE YARD, 15-FOOT CORNER SIDE YARD, AND 20-FOOT FRONT AND REAR YARD SETBACKS ARE REQUIRED, AND TO ALLOW 86% LOT COVERAGE WHERE 50% LOT COVERAGE IS THE MAXIMUM ALLOWED on 0.65 acres at 400 South 7th Street (APNs 139-34-710-030, 031, 032, 033), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

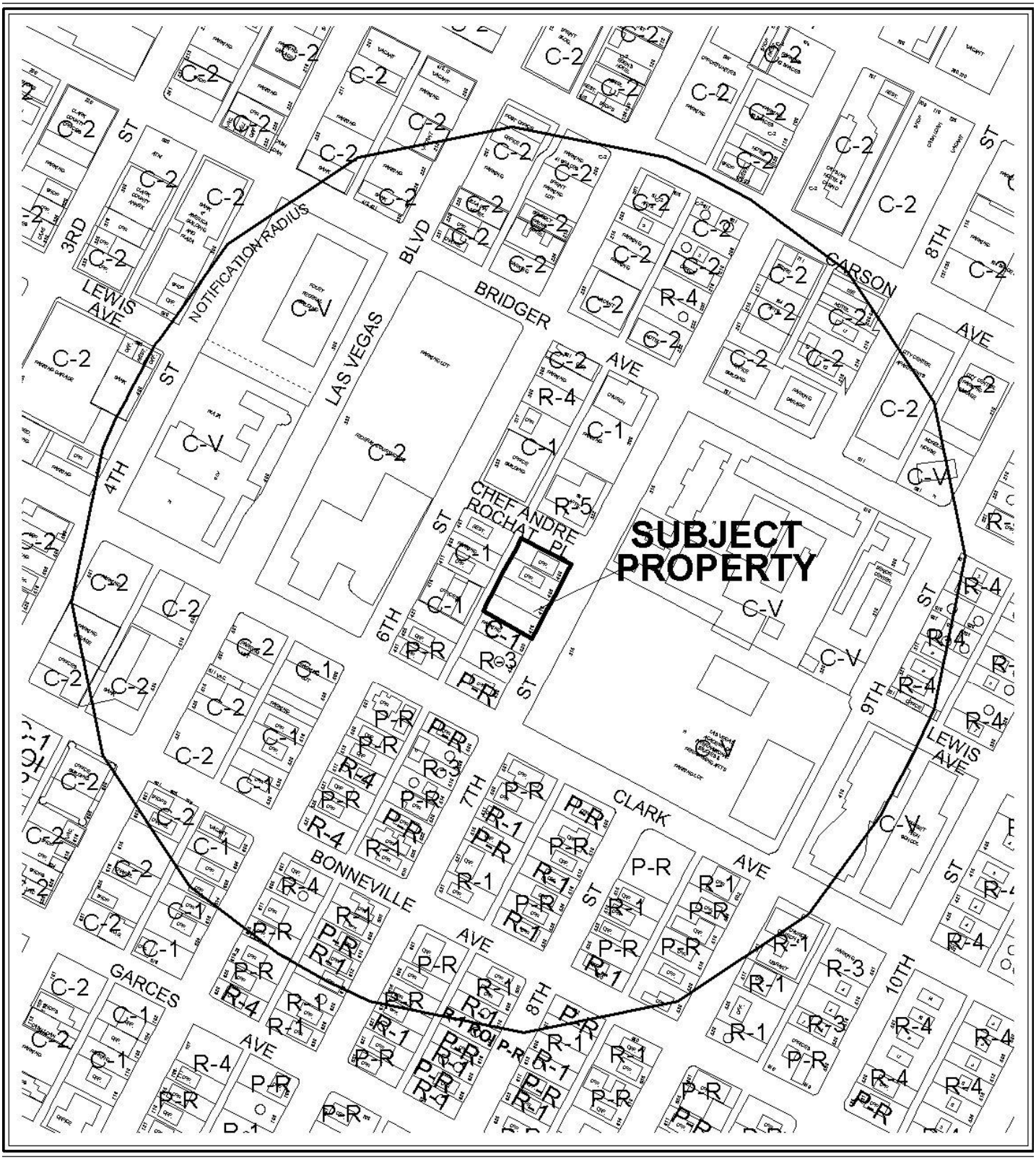
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps - VAR-39122 and SDR-39121
2. Conditions and Staff Report - VAR-39122 and SDR-39121
3. Supporting Documentation
4. Photos - VAR-39122 and SDR-39121
5. Justification Letter - VAR-39122 and SDR-39121
6. Support Postcard
7. Backup referenced from the October 21, 2010 Planning Commission Meeting for Item – VAR-39122 and SDR-39121



0 300 600 Feet

CASE: **VAR-39122 AND SDR-39121**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **VAR-39122 AND SDR-39121**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: EVAPS, LLC

THESE ITEMS WERE HELD IN ABEYANCE FROM THE NOVEMBER 17, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN REESE

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-39122	Staff recommends DENIAL, if approved subject to conditions:	SDR-39121
SDR-39121	Staff recommends DENIAL, if approved subject to conditions:	VAR-39122

**** CONDITIONS ****

VAR-39122 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-39121) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. 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.

MH

SDR-39121 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-39122) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan date stamped 08/09/2010, and building elevations date stamped 09/01/2010, except as amended by conditions herein.

4. A Waiver from Title 19.12 is hereby approved, to allow a zero-foot landscape buffer where an eight-foot buffer is required along the west and south property lines and to allow a zero-foot landscape buffer where a 15-foot buffer is required along the east and north property lines.

5. The Reversionary Parcel Map (PMP-38638) shall be completed and recorded prior to the issuance of any building permits.

6. 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 date stamped 08/09/2010. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Dedicate a ten-foot radius at the southwest corner of 7th Street and Chef Andre Rochat Place.

16. Remove all substandard public street improvements and unused driveway cuts adjacent to this site and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

17. Landscape and maintain all unimproved rights-of-way on 7th Street and Chef Andre Rochat Place adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

18. Submit an Encroachment Agreement for all landscaping and private improvements, including the proposed balconies, located in the 7th Street and Chef Andre Rochat Place public rights-of-way adjacent to this site prior to issuance of permits for this site.

19. Site development to comply with all applicable conditions of approval for ZON-15045 and all other site-related actions.

Staff Report Page One
December 1, 2010 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The requested Site Development Plan Review and Variance are for a proposed five-story, 120-foot tall, 55,132 square-foot Office building to be located on 0.65 acres on the southwest corner of 7th Street and Chef Andre Rochat Place. Included with the Site Development Plan Review are requested Waivers of the perimeter landscape buffer width requirements. The related Variance (VAR-39122) is to allow zero-foot setbacks where a 10-foot side yard, 15-foot corner side yard, and 20-foot front and rear yard setback is required, and to allow 86% lot coverage where 50% lot coverage is the maximum allowed. Staff recommends denial of this request as the Site Development Plan Review (SDR-39121) does not meet the development standards as required by Title 19 for the C-1 (Limited Commercial) zoning district and the site, as proposed, will be overbuilt. In addition, the applicant has provided no evidence of unique or extraordinary circumstances pursuant to Title 19.18.070 that substantiate the requested Variance (VAR-39122). If denied, the property will remain in its current configuration with the southern half of the subject property undeveloped and the remaining northern half with two buildings.

ISSUES

- A Variance (VAR-39122) is required to allow a zero-foot front and rear yard setback where 20 feet is required; a zero-foot corner side yard setback where 15 feet is required; a zero-foot side yard setback where 10 feet is required; and 86% lot coverage where 50% is allowed.
- Waivers of Title 19.12.040 are required to allow no landscape buffer along the east, west and north perimeters where a 15-foot wide buffer is required and no landscape buffer along the south perimeter where eight feet is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/20/06	The City Council approved a Rezoning (ZON-15045) from R-3 (Medium Residential) to C-1 (Limited Commercial); a Site Development Plan Review (SDR-15043) for a proposed 23,613 square-foot Office building with a Waiver of perimeter landscape buffer width requirements; a Waiver of the street tree planting requirements; a Variance (VAR-15048) to allow 55 percent lot coverage where 50 percent is the maximum lot coverage allowed; a Variance (VAR-15596) to reduce the front yard setback of 10 feet where 20 feet is the minimum setback required; and a Variance (VAR-15049) to allow 58 parking spaces where 79 spaces is the minimum required on 0.64 acres at the subject site. The Planning Commission had no recommendation; staff recommended denial.

09/25/08	The Planning Commission heard the requests for a Site Development Plan Review (SDR-29051) for a five-story Mixed Use development with 52,498 square feet of commercial space and seven residential units; a Special Use Permit (SUP-29306) for a Mixed Use development; and a Variance (VAR-29730) to allow 100% lot coverage where 50% is allowed and to allow no setbacks where a 10-foot front yard setback, a 15-foot corner side yard setback, a 10-foot side yard setback, and a 20-foot rear yard setback are required. These items were forwarded to the City Council with no recommendation. Staff recommended denial. NOTE: These items were tabled at the 11/05/2008 City Council.
10/15/08	The City Council approved the request for an Extension of Time (EOT-29831) of an approved Rezoning (ZON-15045) from R-3 (Medium Density Residential) and R-3 (Medium Density Residential) under Resolution of Intent to P-R (Professional Office and Parking) to C-1 (Limited Commercial) on 0.64 acres at the southwest corner of Seventh Street and Chef Andre Rochat Place. Staff recommended approval.
07/23/10	The technical review for a Reversionary Map (PMP-38638) was approved by Planning and Development staff for a reversion to acreage for four lots, approximately .65 acres. The map has not been recorded.
10/21/10	The Planning Commission voted (6-1/se) to recommend APPROVAL of companion items VAR-39122 and SDR-39121 (PC Agenda Items #36-37/mh).

Most Recent Change of Ownership	
03/02/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no active building permits or business licenses associated with this request.

Pre-Application Meeting	
07/28/2010	A pre-application meeting was held with staff to discuss the applicant's request to develop a five-story Office building covering four adjacent lots located at the southwest corner of 7th Street and Chef Andre Rochat Place. Due to the chosen design path, an approved Variance for building setbacks was determined to be necessary prior to the issuance of building permits.

Neighborhood Meeting
A neighborhood meeting is not required nor was one held.

Field Check	
08/19/10	A field check was conducted by staff with the following observations: • There are two vacant single-family homes and a two undeveloped lots on the proposed site. • The site is located across the street from the historic Las Vegas Academy High School campus.

Details of Application Request	
Site Area	
Gross Acres	0.65

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Offices/Undeveloped Lots	C (Commercial)	C-1 (Limited Commercial)
North	Apartments	C (Commercial)	C-1 (Limited Commercial)
South	Parking Lot	C (Commercial)	C-1 (Limited Commercial)
East	High School	PF (Public Facilities)	C-V (Civic)
West	Restaurant/Offices/Parking Lots	C (Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	NA
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
H (Historic Designation)	X		Y
Live/Work Overlay District	X		Y
Trails	X		Y
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

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.050, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	205 Feet	Y
Min. Setbacks			
• Front	20 Feet	0 Feet	N
• Side	10 Feet	0 Feet	N
• Corner	15 Feet	0 Feet	N
• Rear	20 Feet	0 Feet	N
Max. Lot Coverage	50 %	86 %	N
Max. Building Height	NA	120 Feet	Y
Trash Enclosure	Screened, w/ a Roof or Trellis	Internally located	Y
Mech. Equipment	Screened	Internally located	Y

Pursuant to Title 19.12.040, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	5 Trees	0 Trees	N
• South	1 Tree / 30 Linear Feet	3 Trees	0 Trees	N
• East	1 Tree / 20 Linear Feet	10 Trees	0 Trees	N
• West	1 Tree / 30 Linear Feet	7 Trees	0 Trees	N
TOTAL PERIMETER TREES		**25 Trees**	**0 Trees**	**N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		0 Feet	N
• South	8 Feet		0 Feet	N
• East	15 Feet		0 Feet	N
• West	8 Feet		0 Feet	N

Functional Classification of Street(s)	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
7th Street: *Local*	N/A	45	N/A
Chef Andre Rochat Place: *Local*	N/A	45	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	
Office	55,132 SF	1:300 SF	184		184		
TOTAL SPACES REQUIRED			**184**		**184**		Y
Regular and Handicap Spaces Required			178	6	178	6	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 15-foot wide landscape buffer adjacent to right-of-way.	To allow no landscape buffer along 7th Street and Chef Andre Rochat Place.	Denial
An eight-foot wide landscape buffer along the interior perimeter.	To allow no landscape buffer along the west and west perimeter.	Denial

ANALYSIS

Although the subject site is located within close proximity of the Downtown Centennial Master Plan and would meet or exceed those Design Standards, it is important to note that this proposal is bound to the standard Title 19.08.050 Commercial and Industrial Development Standards and the Title 19.12.040 Perimeter Landscape Buffering requirements. As such, the proposed scope of development exceeds the limitations in required setbacks and lot coverage as required by Title 19.08.050 for the C-1 (Limited Commercial) zoning district.

In relation to the zero-foot setbacks, there are insufficient landscape buffers widths provided adjacent to the public rights-of-way or the interior perimeter. Per Title 19.12, the applicant is required to provide a 15-foot wide landscape buffer inside the property line with a 24-inch box tree spaced 20 feet apart along 7th Street and Chef Andre Rochat Place and an eight-foot wide landscape buffer with 24-inch box trees along the south and west perimeters.

In order to address the deficiency of on-site landscaping that stems from the proposed zero-foot build-to line, the applicant is proposing enhanced streetscaping along the existing detached sidewalks on 7th Street and Chef Andre Rochat Place, with 24-inch box trees spaced 14-feet, six-inches apart within the existing landscape planter. No landscaping has been proposed along the public alley or southern property line.

The materials specified on the landscape plan are acceptable for the surrounding area. Although ineligible for consideration as perimeter buffer trees, the applicant proposes to install 20 24-inch box trees within the detached sidewalk planter along 7th Street and Chef Andre Rochat Place. In addition to the proposed streetscape trees, an additional 14 trees are proposed on the third floor roof garden along the southern and eastern building edge.

Considering the dark appearance of the brick building, a darker broad-leafed street tree, such as the proposed Raywood Ash, would be acceptable for the site. However, if Raywood Ash trees are utilized, the spacing between each tree should be revised from 14 feet to a minimum of 20 feet on-center. Consideration should be given to providing pathways, sidewalk extensions or other similar allowances within the amenity zones adjacent to Seventh Street and Chef Andre Rochat Place in order to reduce the loss of landscape due to pedestrian traffic and soil compaction.

Provided that 14% of the tree population in Downtown Las Vegas consists of Ash trees, consideration should be given to the possibility of utilizing other species in order to better prevent monocultures. The following alternative tree species could be considered for the proposed building:

Seventh Street:

- *Gleditsia triacanthos* (Thornless Honey Locust and related cultivars, including 'Imperial', 'Shademaster', 'Skyline' or 'Trueshade') spaced at a minimum of 20-feet on center.
- *Pistachia chinensis* (Chinese Pistache and related cultivars, including 'Red Push') spaced a minimum of 20-feet on center.

Chef Andre Rochat Place (*Due to the anticipated shade that Chef Andre Rochat Place will receive due to the northern exposure and 50-foot adjacent building, the following species should be considered*):

- *Arbutus unedo* (Strawberry Tree) spaced 20 to 25 feet on center.
- *Elaeocarpus decipiens* (Japanese Blueberry Tree) 18 to 20 feet on center.

The subject property is located within the Las Vegas High School Historic District, which is not on the local City of Las Vegas historic property register. Two structures located on the proposed site have a substantial historic interest as they are greater than 70 years old, but are also not on the City of Las Vegas historic property register. One of those structures, located at 408 South 7th Street, is a Spanish Revival home constructed in 1931 for R.B. Griffith. This house was later the residence of Pop Squires, who was the publisher of *The Las Vegas Age* for forty years. Most of the single-family homes in the district have been converted to professional office space over the past decade. An off-street Multi-Use Transportation Trail is shown along the 7th Street right-of-way. This trail will be installed along the east side of the street and thus does not apply to this project.

Staff recommends denial of this Site Development Plan Review (SDR-39121), as the proposed development does not meet the development standards as required by Title 19 for the C-1 (Limited Commercial) zoning district, and the site, as proposed, will be overbuilt, as is evidenced by the requested Variance and Waivers.

FINDINGS (VAR-39122)

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 placing the building adjacent to the property line. Even with an alternative design showing the required 20-foot front setback, 15-foot corner side setback, 10-foot side setback, and 20-foot rear setback, the applicant would need to further reduce the building's footprint by approximately 4,400 square feet in order to meet the 50% lot coverage requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-39121)

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 contextually compatible with the neighboring four-story apartment building to the north, the three-story office building to the southwest, and the high school campus to the east; however, the proposed development does not meet the minimum requirements of the C-1 (Limited Commercial) zoning district development standards and is not compatible in scale with the residential and commercial development to the south.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the applicable Objectives listed for the Neighborhood Revitalization Area as stated in the Master Plan and the stated objective of the Redevelopment Plan. However, the streetscape alternative to the required landscape buffers along with the zero-foot building setbacks do not meet the development standards as required by Title 19.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The proposed primary public access to the Office building is through the subterranean parking garage located off of 7th Street. A secondary, private access is provided via the public alley that runs west along the rear side of the building. Staff finds that the proposed access should not negatively impact the traffic flow of the area.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Although staff is recommending denial based upon the scope of the proposed development, the provided brick façade and tree-lined sidewalks are appropriate for the area and the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations and aesthetic features are not unsightly, undesirable, or obnoxious in appearance. The proposed tree-lined sidewalks along the east and north sides of the building create an orderly and aesthetically pleasing environment and are harmonious and compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development will be subject to inspection during both building construction and business licensing and will therefore not compromise the public health, safety and general welfare.

PLANNING COMMISSION ACTION
The Planning Commission discussed the need to allow time for relocation, prior to the demolition of 408.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 126 (By City Clerk)

APPROVALS 1

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-39122** APN: 139-34-710-030, -031, -032, -033

Name of Property Owner: EVAPS, LLC

Name of Applicant: Robert T. Eglet

Name of Representative: Scott Brown, Architect

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: Robert T. Eglet

Print Name: Robert T. Eglet

Subscribed and sworn before me

This 9th day of July, 2010

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance: 19.08.050 no setbacks (all sides) and 86% lot coverage

Project Address (Location) 400 South 7th Street

Project Name Law Offices **Proposed Use** Office

Assessor's Parcel #(s) 139-34-710-030, -031, -032, -033 **Ward #** 3 - Gary Reese

General Plan: existing C proposed C **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 55,132 SF gross **Floor Area Ratio**

Gross Acres 0.65 net **Lots/Units** 1 **Density**

Additional Information Multi-story office building with parking garage

PROPERTY OWNER EVAPS, LLC **Contact** Robert T. Eglet

Address 400 South 4th Street #600 **Phone:** (702) 450-5400 **Fax:** (702) 450-5451

City Las Vegas **State** NV **Zip** 89101

E-mail Address n/a

APPLICANT -Same as Property Owner- **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE DesignCell Architecture **Contact** Scott Brown, Architect

Address 10777 West Twain Ave. #125 **Phone:** (702) 403-1575 **Fax:** (877) 403-1575

City Las Vegas **State** NV **Zip** 89135

E-mail Address scott@designcell.cc

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert T. Eglet

Subscribed and sworn before me

This 9th day of August, 2010.

Kathryn D. Hardesty

Notary Public in and for said County and State

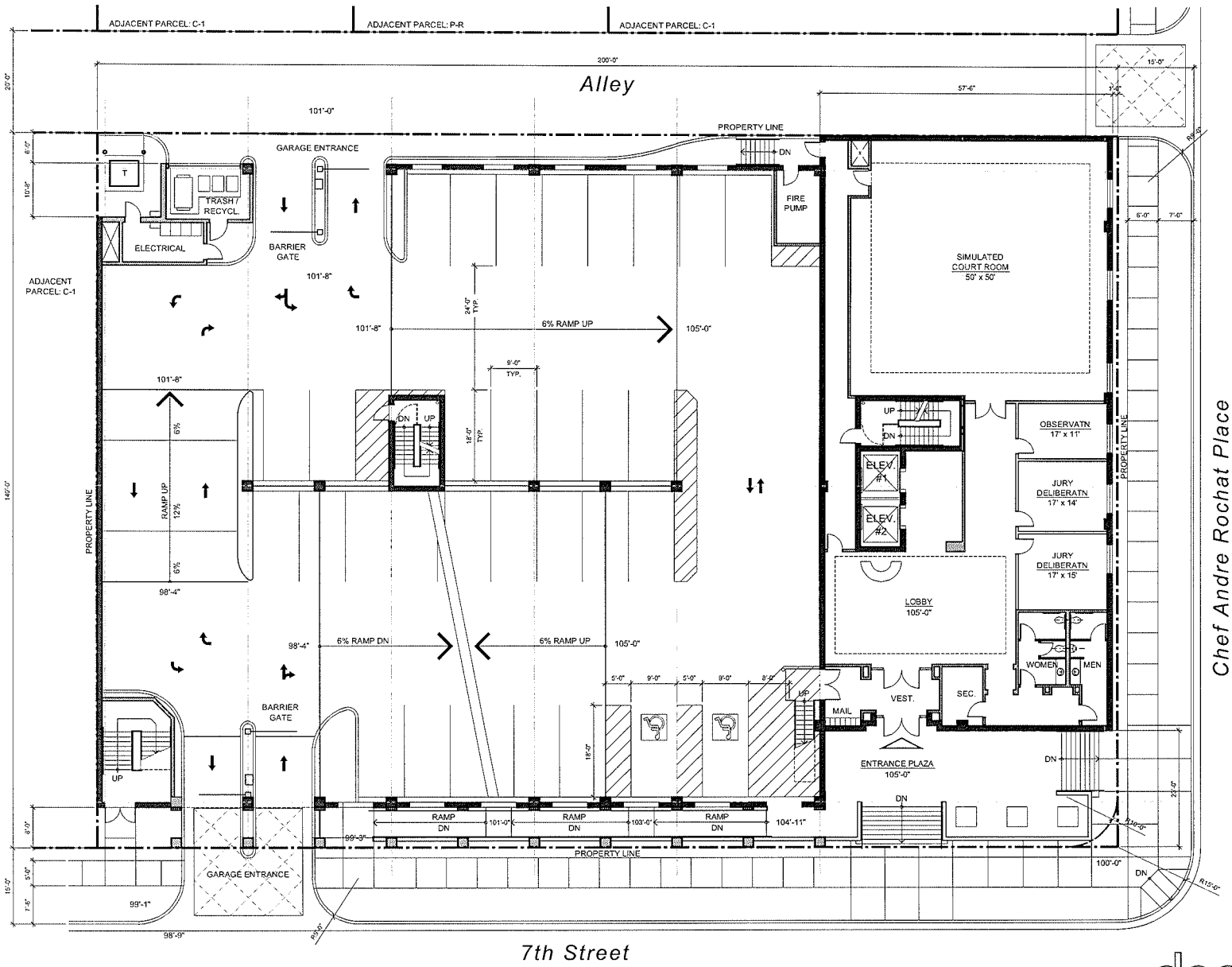
NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

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FOR DEPARTMENT USE ONLY

Case #	VAR 39122
Meeting Date:	9/23/10
Total Fee:	830.00
Date Received:*	8/9/10
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.



EVAPS Law Offices

SWC OF 7th & CHEF ANDRE ROCHAT
LAS VEGAS, NEVADA 89101

SITE PLAN / FIRST FLOOR PLAN

SCALE: 1" = 20'-0"
AUGUST 9, 2010

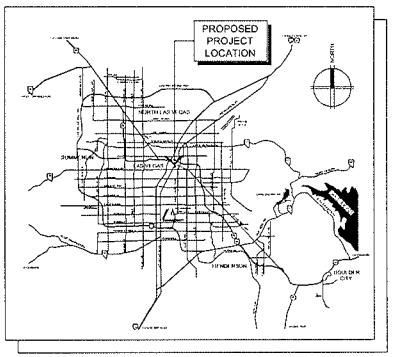
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1 LEVEL

SITE DATA

APN #	139-34-710-030 139-34-710-031 139-34-710-032 139-34-710-033	
CURRENT ZONING	C-1	
SITE AREA (NET)	28,000 SF	
BUILDING AREAS:		
OFFICE (GROSS):	LEVEL 1	6,587 SF
	LEVEL 2	N/A
	LEVEL 3	16,553 SF
	LEVEL 4	15,996 SF
	LEVEL 5	15,996 SF
TOTAL OFFICE:		55,132 SF GROSS
PARKING GARAGE:	LEVEL 2	14,100 SF
	LEVEL 1	17,600 SF
	LEVEL P1	24,500 SF
	LEVEL P2	24,500 SF
TOTAL PARKING GARAGE:		80,700 SF GROSS
PARKING REQUIRED:		
OFFICE (GROSS) (1/300 SF):		184 SPACES
OF WHICH ACCESSIBLE:		6 SPACES (1 VAN)
PARKING PROVIDED:		
REGULAR:		170 SPACES
COMPACT:		8 SPACES (4.5%)
ACCESSIBLE:		6 SPACES (INCL. 1 VAN)
TOTAL:		184 SPACES
F.A.R (OFFICE+PKG. GARAGE) / SITE:		4.9

VICINITY MAP

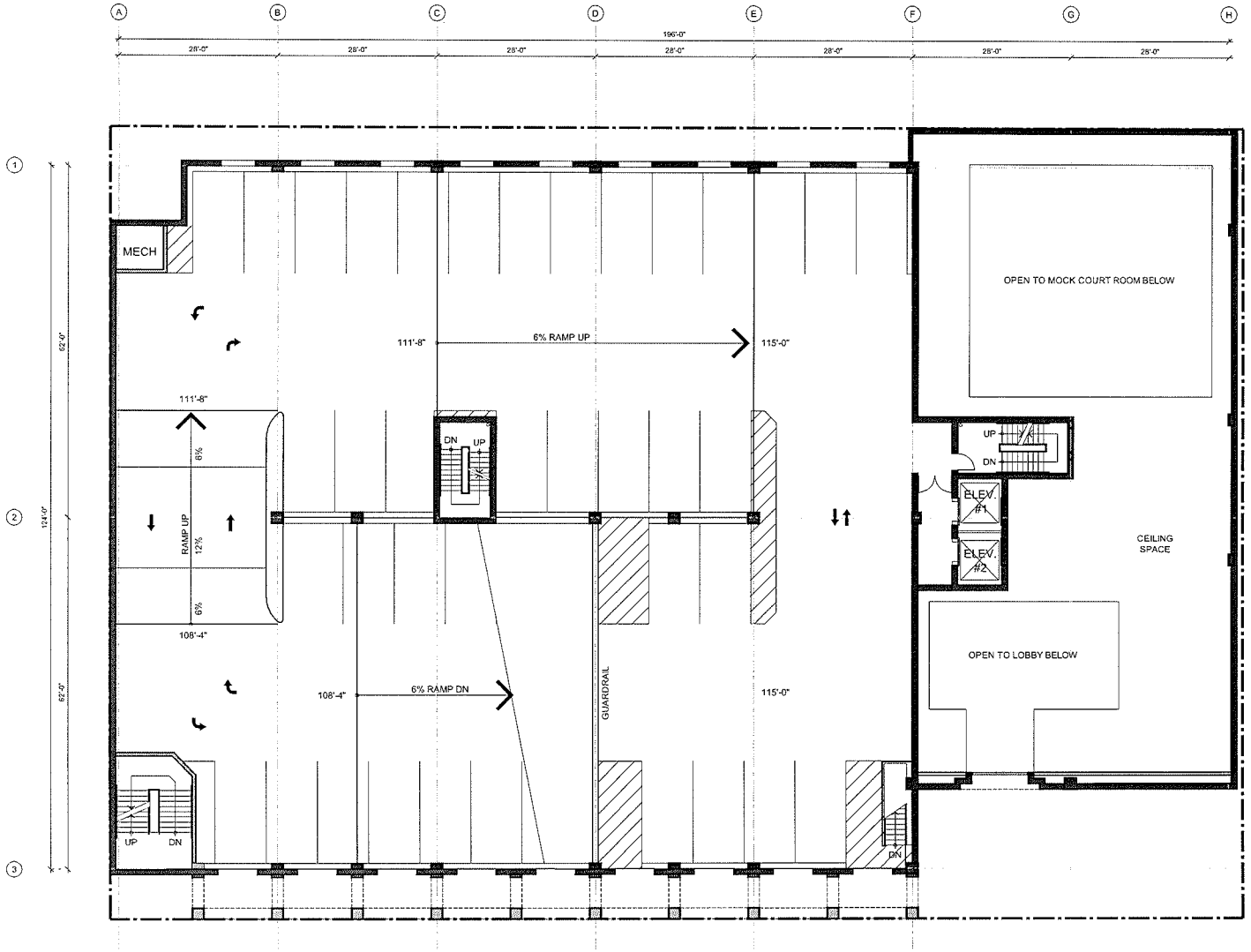


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10777 W.TWAIN AVE, STE 125 T 702-403-1575
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VAR-39122
SDR-39121



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SECOND FLOOR PLAN

SCALE: 1" = 20'-0"
AUGUST 9, 2010

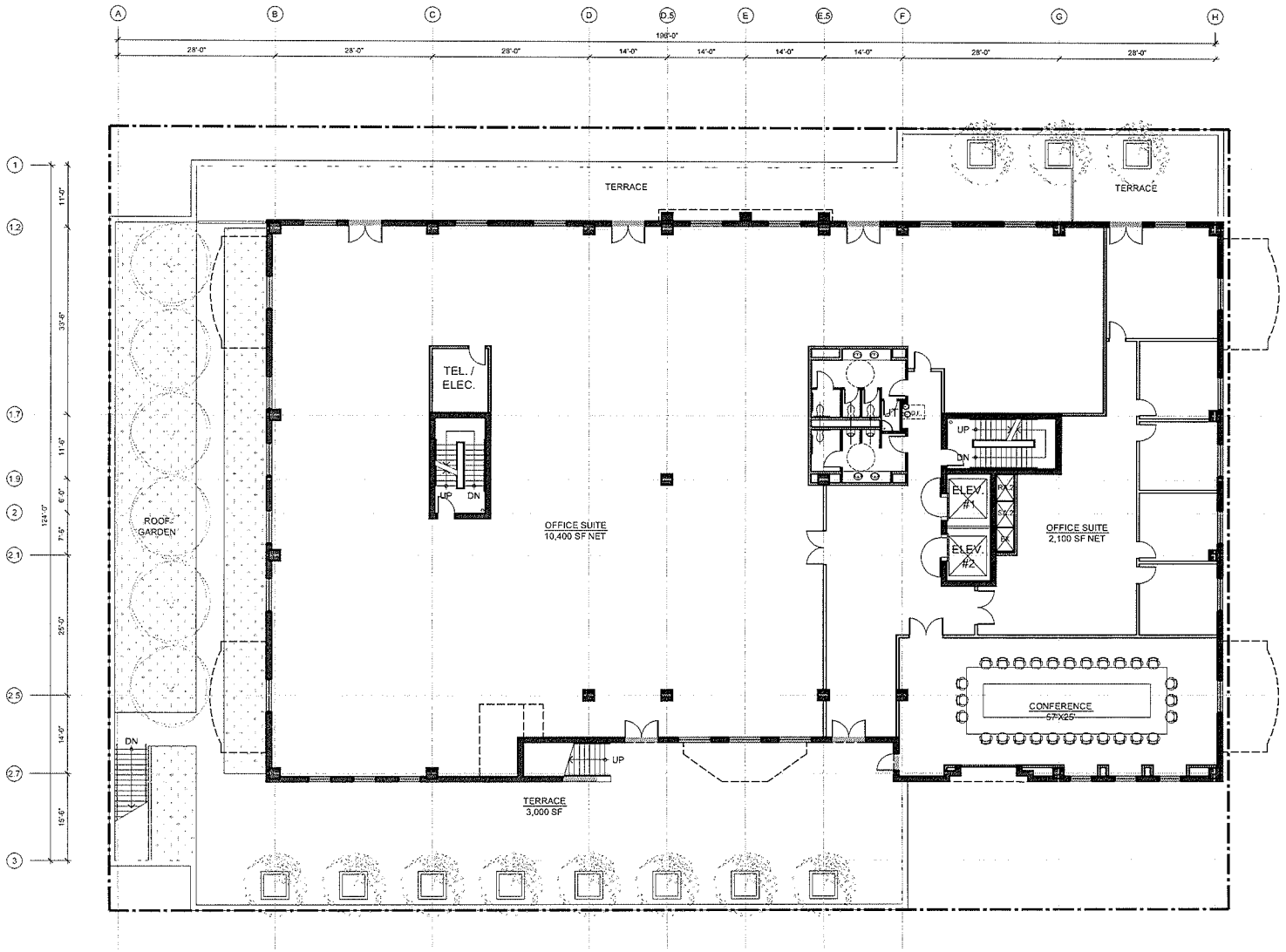
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THIRD FLOOR PLAN

SCALE: 1" = 20'-0"
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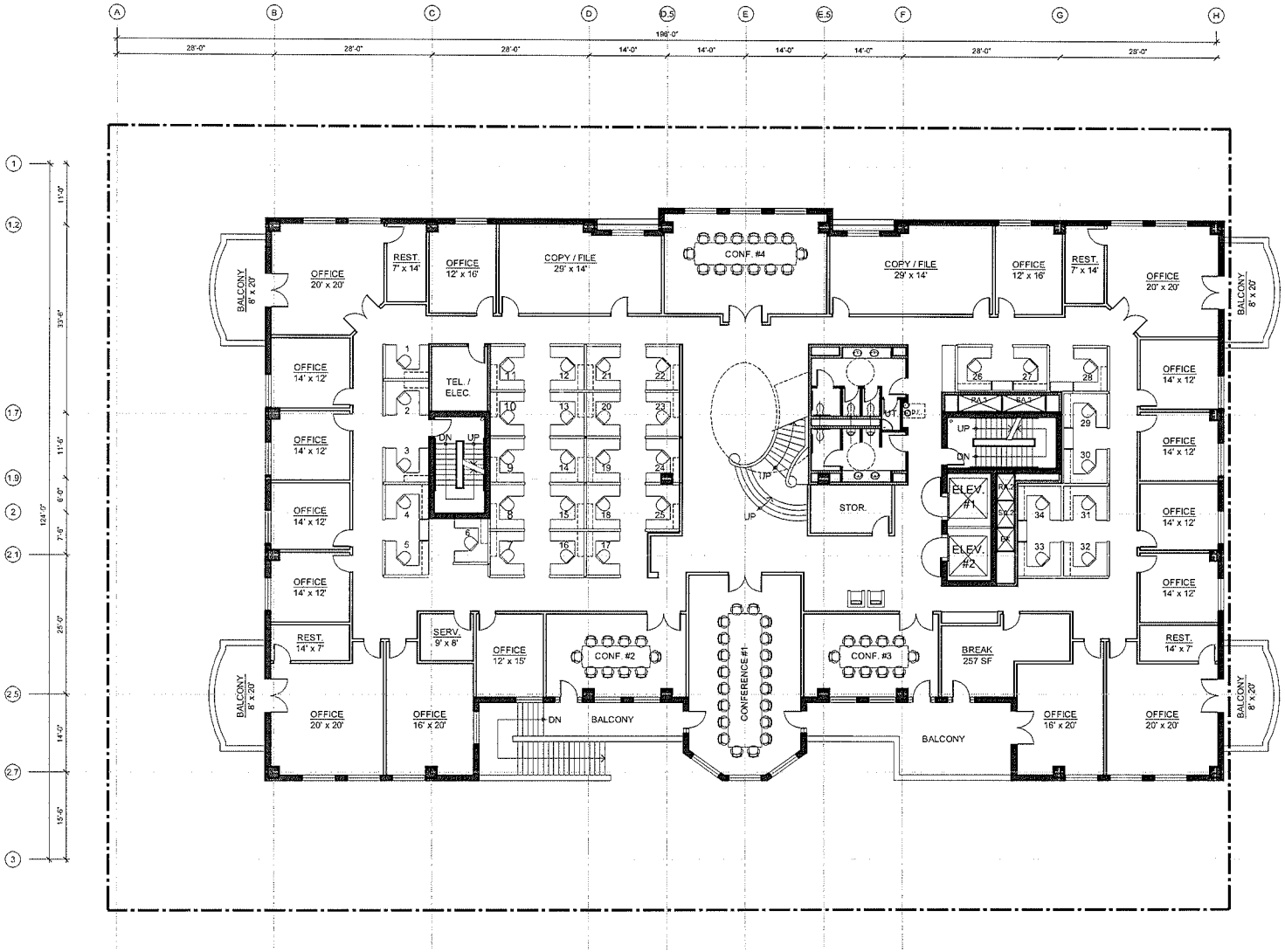
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FOURTH FLOOR PLAN

SCALE: 1" = 20'-0"
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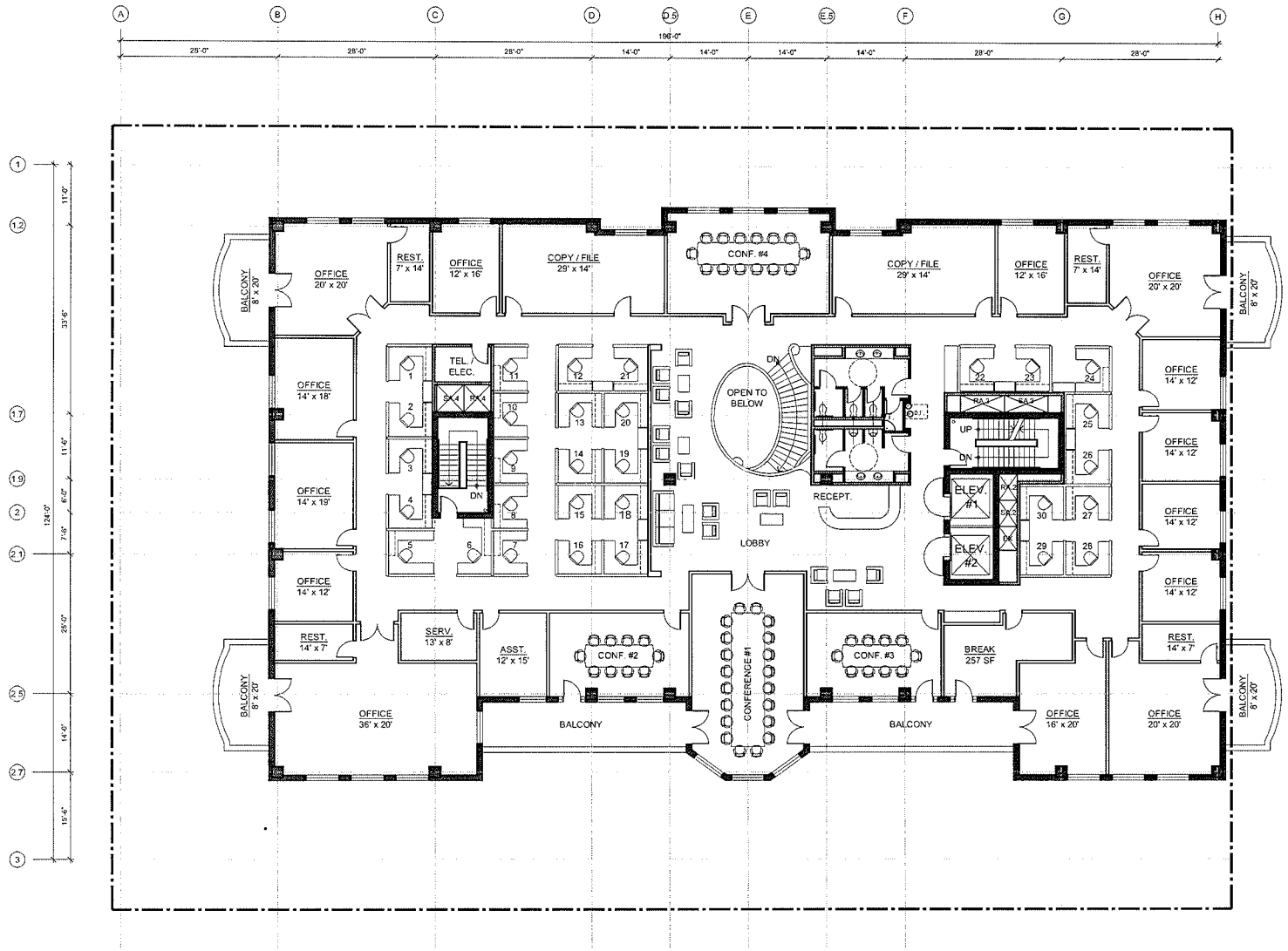
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FIFTH FLOOR PLAN

SCALE: 1" = 20'-0"
AUGUST 9, 2010

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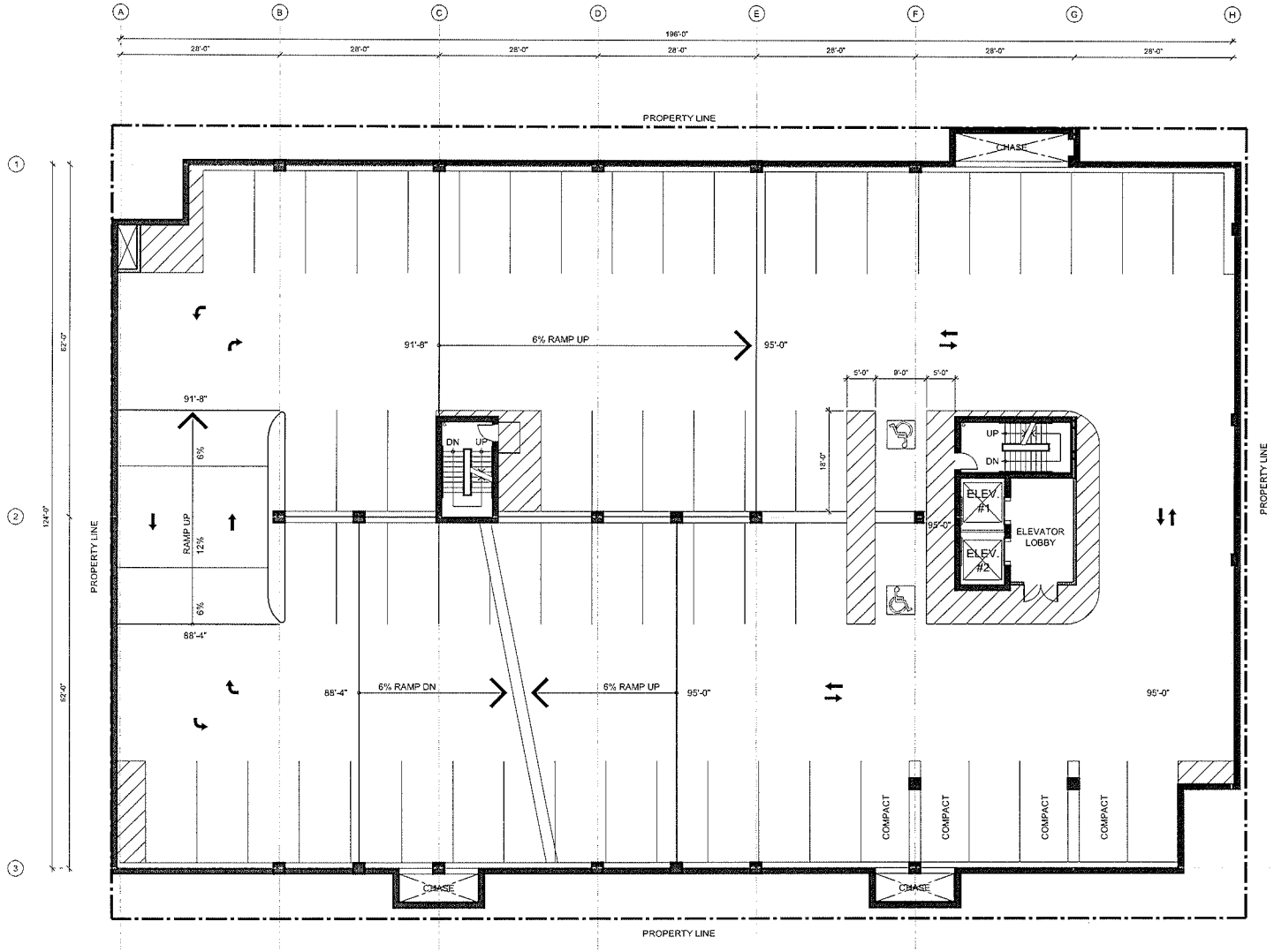
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VAR-39122
SDR-39121



P1
LEVEL

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LAS VEGAS, NEVADA 89101

BASEMENT LEVEL 1 FLOOR PLAN

SCALE: 1" = 20'-0"
AUGUST 9, 2010

0 10' 20' 40'

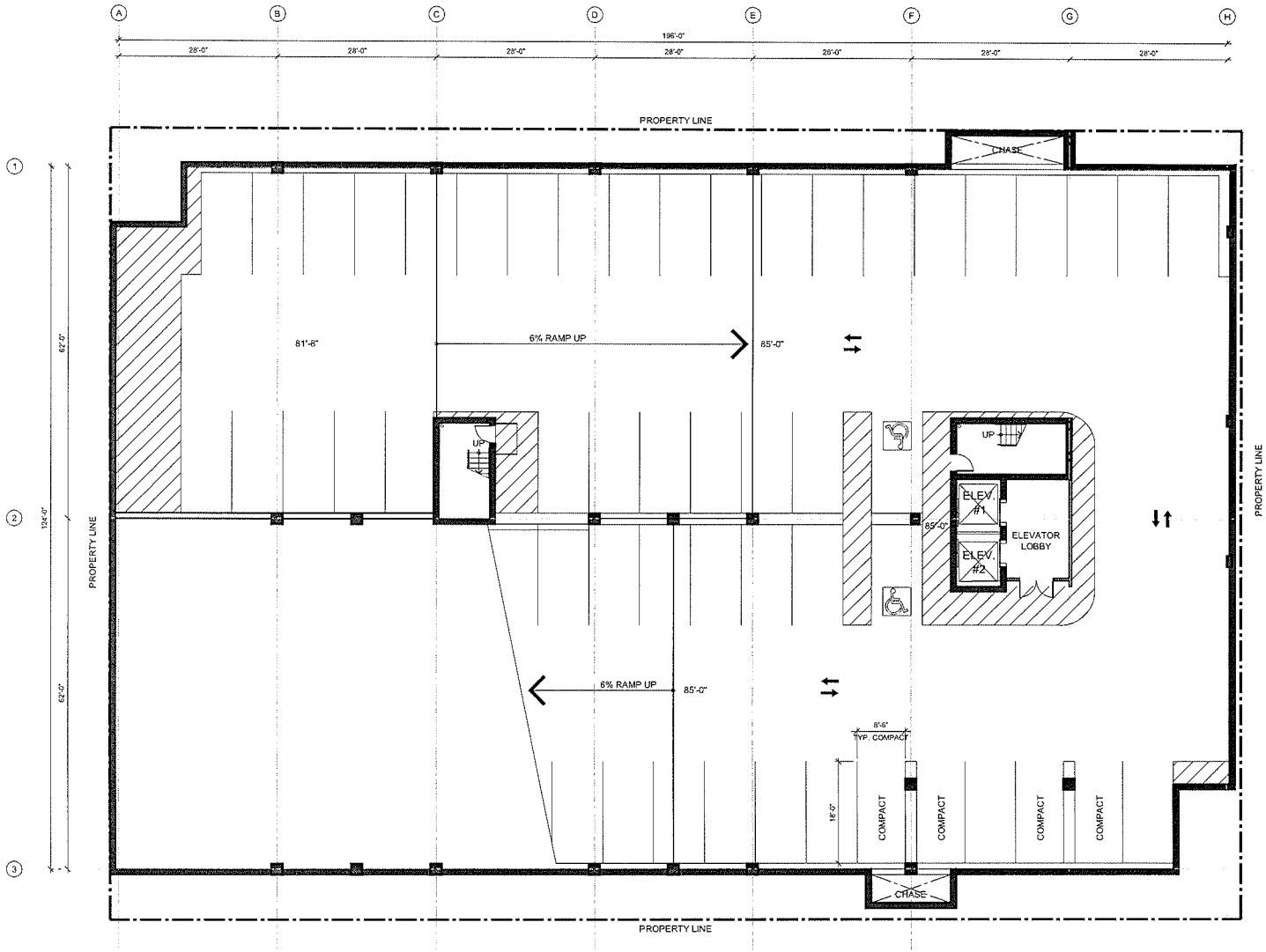
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SDR-39121
09/23/10 PC



P2 LEVEL

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LAS VEGAS, NEVADA 89101

BASEMENT LEVEL 2 FLOOR PLAN

SCALE: 1" = 20'-0"
AUGUST 9, 2010

0 10' 20' 40'

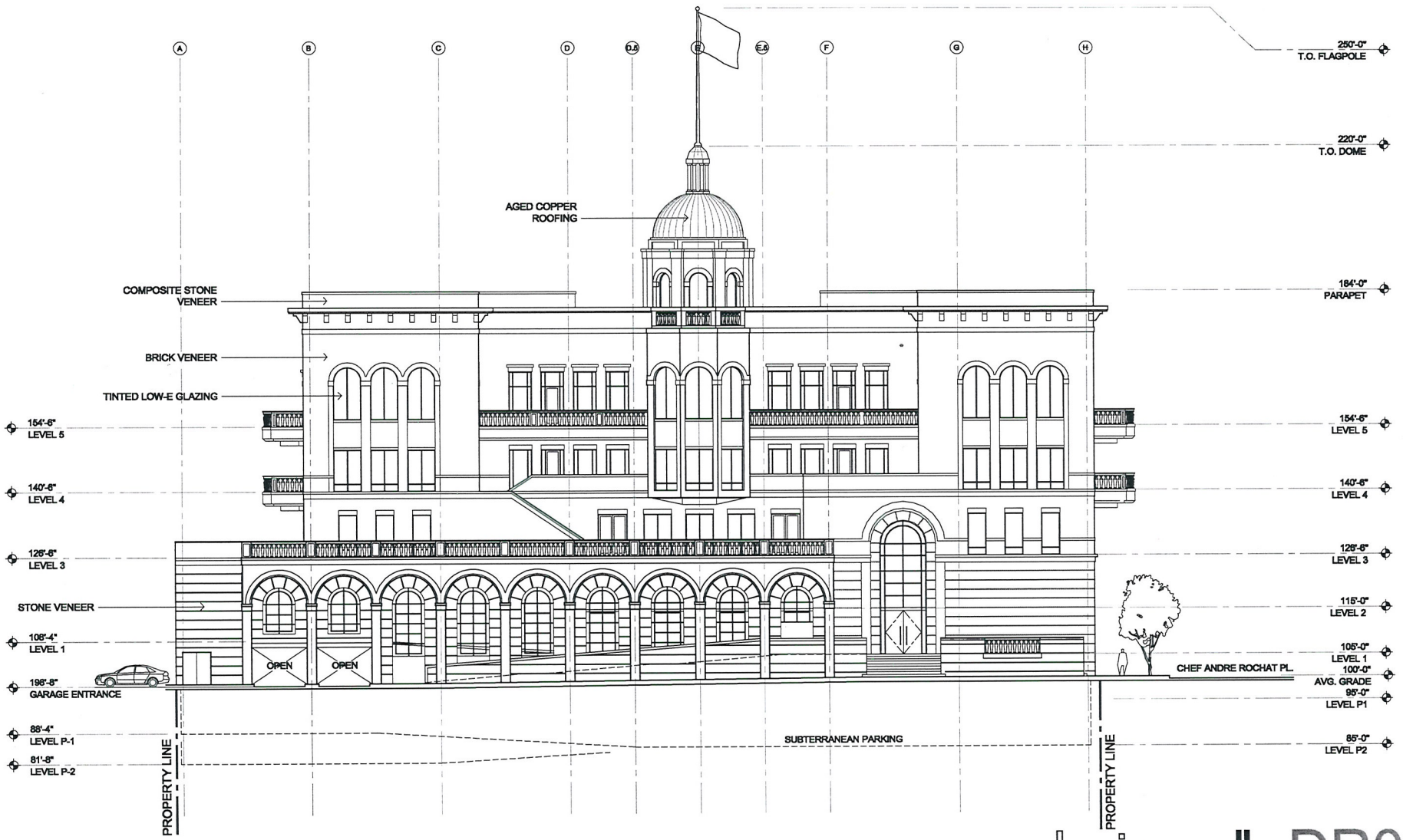
NORTH

VAR-39122
SDR-39121

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SWC OF 7th & CHEF ANDRE ROCHAT
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EAST ELEVATION

SCALE: 1" = 20'-0" BRICK
AUGUST 31, 2010

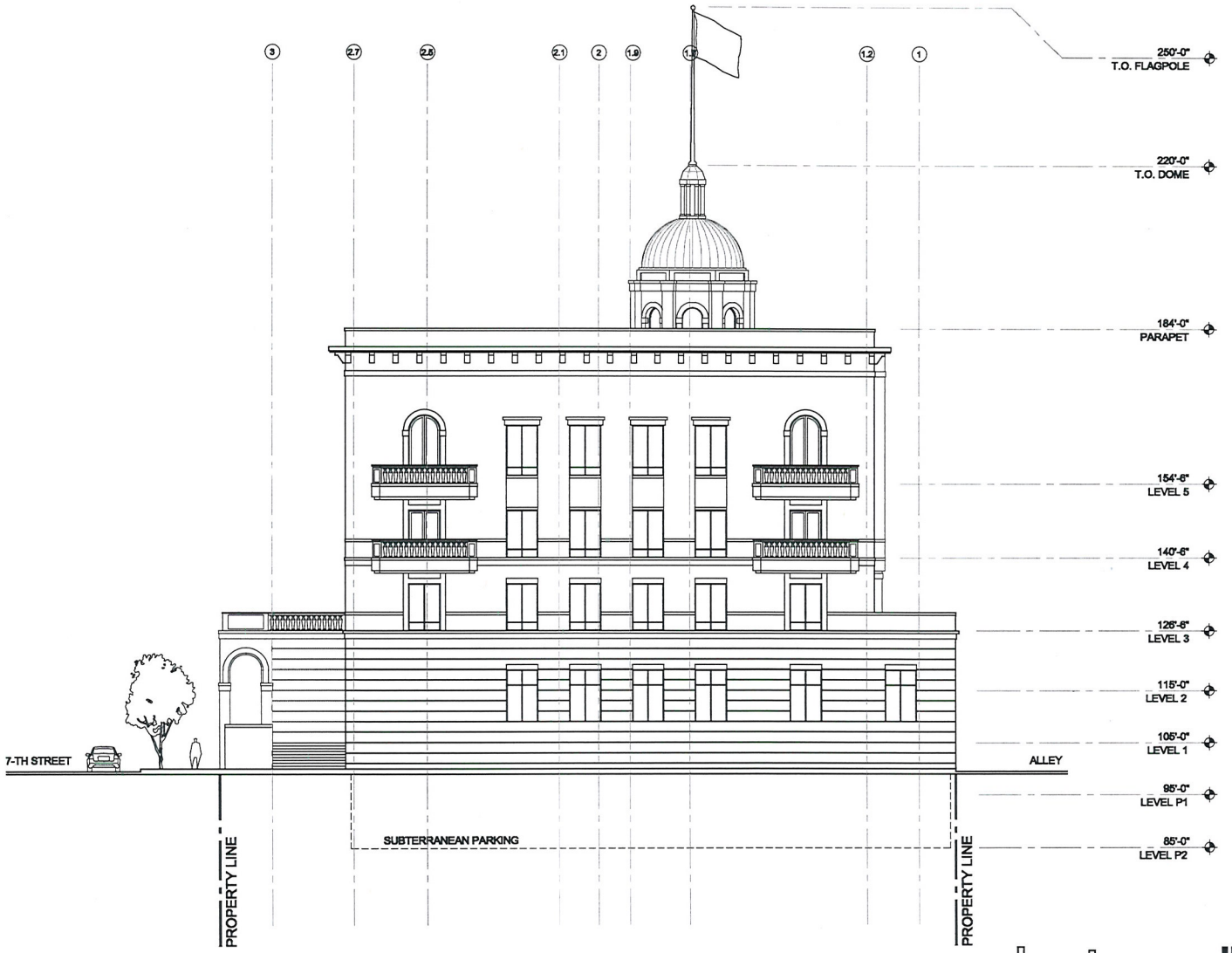
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VAR-39122
SDR-39121
REVISED



EVAPS Law Offices

SWC OF 7th & CHEF ANDRE ROCHAT
LAS VEGAS, NEVADA 89101

NORTH ELEVATION

SCALE: 1" = 20'-0"
AUGUST 31, 2010

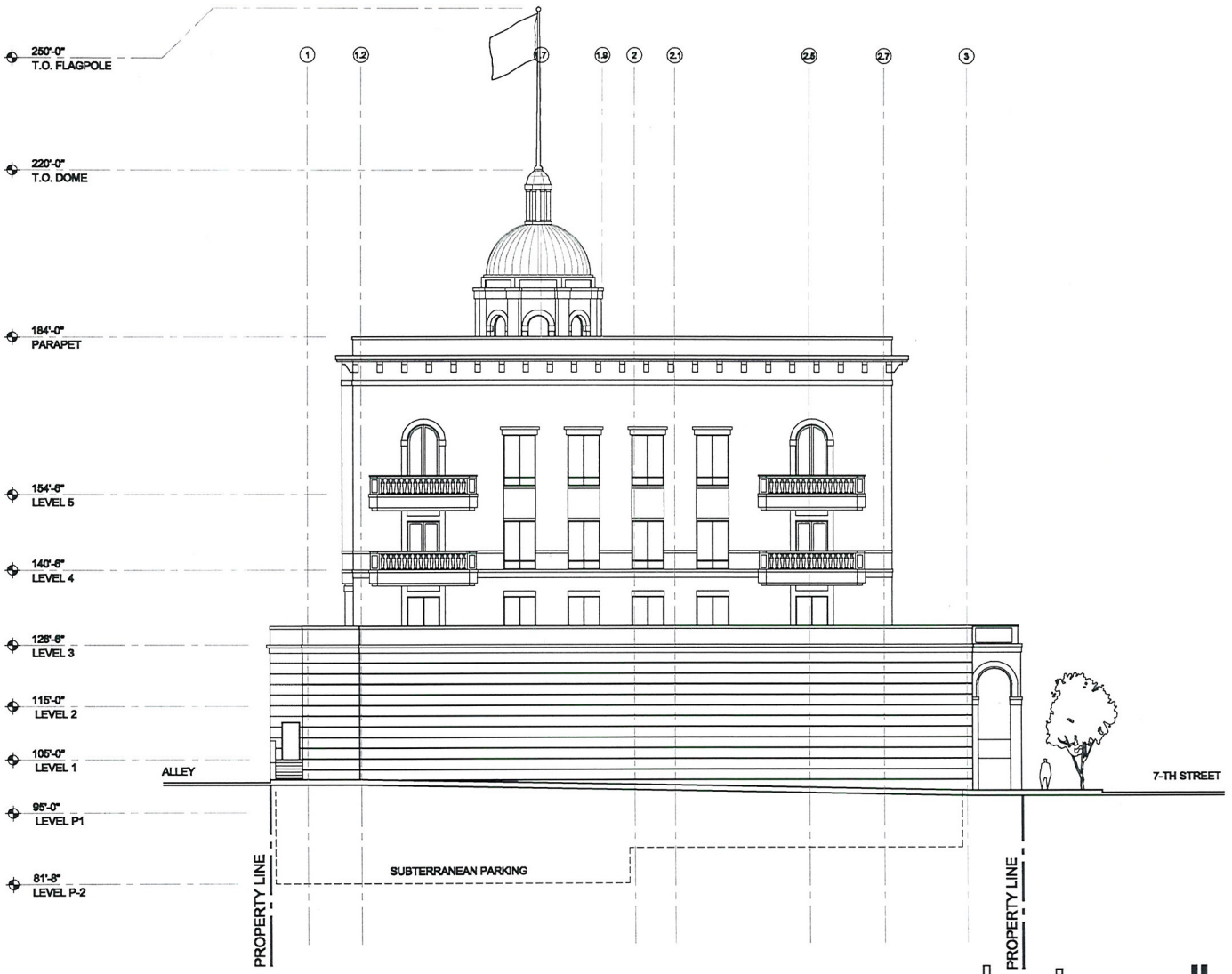
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designcell
10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

DR09

RECEIVED
SEP 01 2010

VAR-39122
SDR-39121
REVISED



EVAPS Law Offices

SWC OF 7th & CHEF ANDRE ROCHAT
LAS VEGAS, NEVADA 89101

SOUTH ELEVATION

SCALE: 1" = 20'-0"
AUGUST 31, 2010

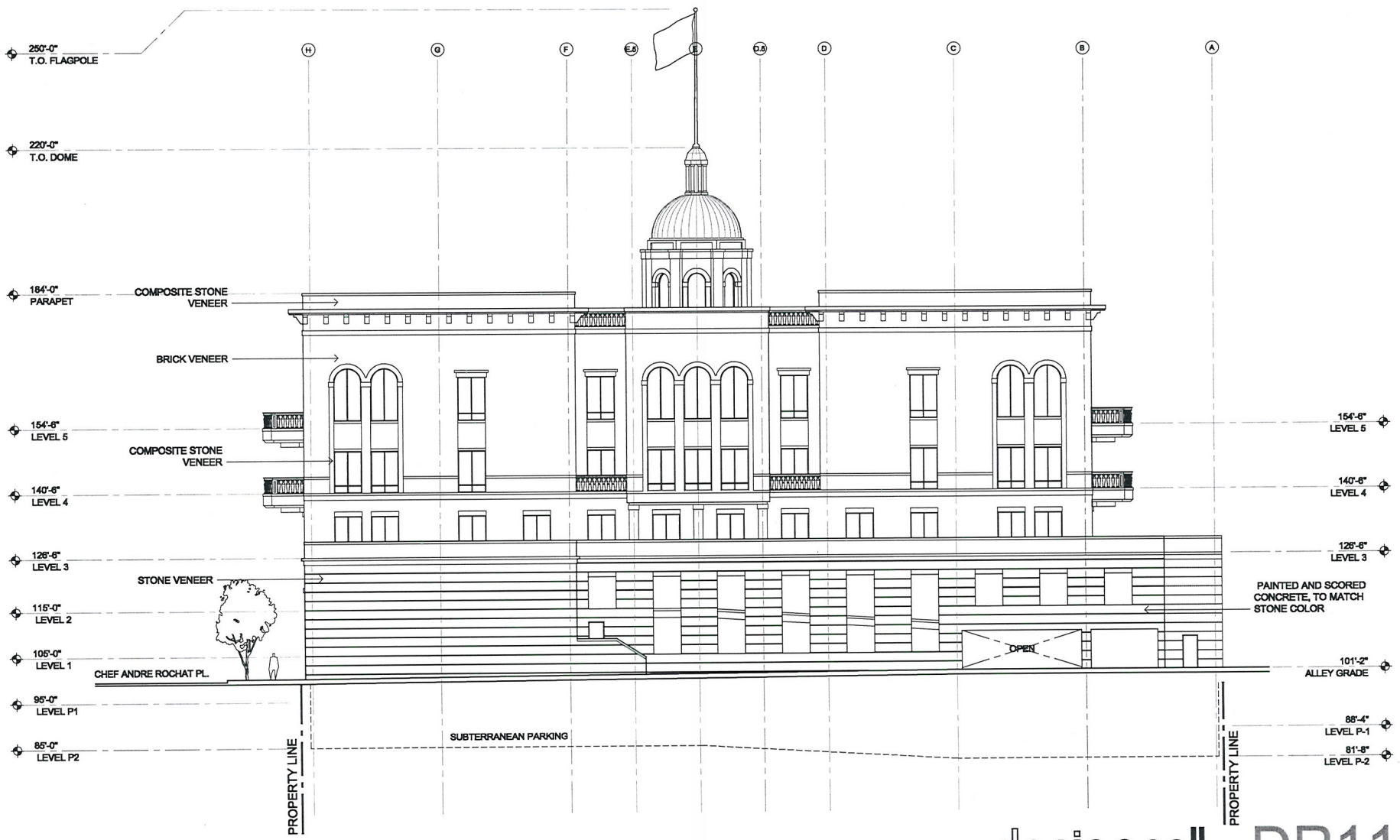
0 10' 20' 40'

designcell
10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CO

DR10

RECEIVED
SEP 01 2010

VAR-39122
SDR-39121
REVISED



EVAPS Law Offices

SWC OF 7th & CHEF ANDRE ROCHAT
LAS VEGAS, NEVADA 89101

WEST ELEVATION

SCALE: 1" = 20'-0"
AUGUST 31, 2010

0 10' 20' 40'

designcell
10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

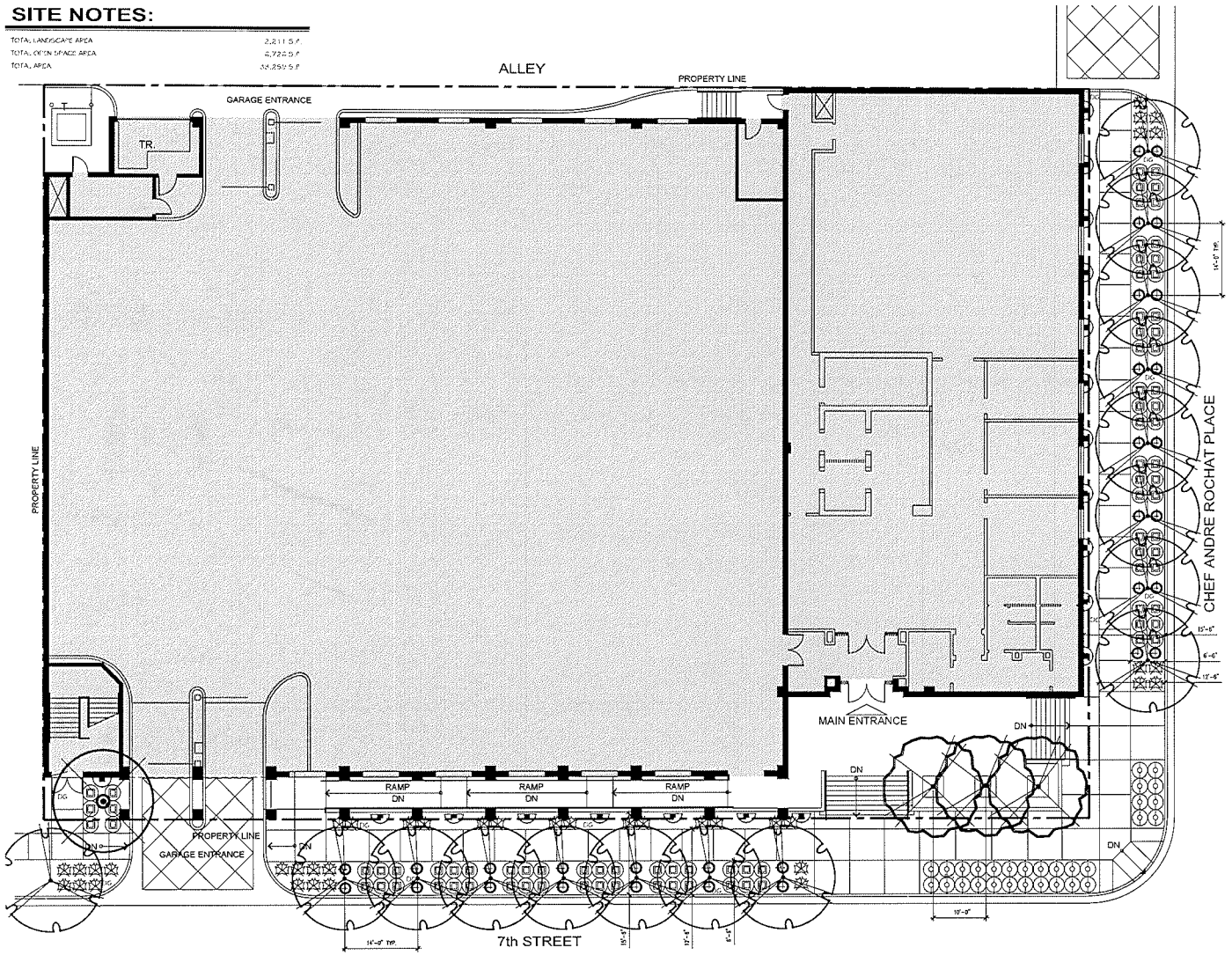
DR11

VAR-39122
SDR-39121
REVISED

RECEIVED
SEP 01 2010

SITE NOTES:

TOTAL LANDSCAPE AREA	2,211 S.F.
TOTAL OPEN SPACE AREA	6,722 S.F.
TOTAL AREA	34,259 S.F.



EVAPS Law Offices

SWC OF 7th & CHEF ANDRE ROCHAT
LAS VEGAS, NEVADA 89101

PRELIMINARY PLANTING PLAN

SCALE: 1" = 10'-0"
AUGUST 9, 2010

0 10' 20' 40'

southwick
LANDSCAPE ARCHITECTS
12 Commerce Center Drive
Henderson NV 89014
www.southwickla.com
702.597.3108

1 LEVEL

PLANTING LEGEND

TREES

SYMBOL	BOTANICAL NAME / COMMON NAME	QTY.	CALIPER / MINIMUM SIZE
	ARBUTUS UNEDO STRAWBERRY TREE MULTI-TRUNK	1	1 1/2" 24" BOX
	FRAXINUS ANGUSTIFOLIA RAYWOOD RAYWOOD ASH	16	1 1/2" 24" BOX
	PRUNUS CERATIFERA ATROPURPUREA PURPLE LEAF PLUM	3	1 1/2" 24" BOX

SHRUBS

SYMBOL	BOTANICAL NAME / COMMON NAME	QTY.	MINIMUM SIZE
	BUXUS MICROPHYLLA JAPONICA JAPANESE BOXWOOD	84	5 GALLON
	DASYLIRION WHEELERI DESERT SPOON	36	5 GALLON
	HESPERALOE PARVIFLORA RED YUCCA	17	5 GALLON
	JUNIPERUS HORIZONTALIS 'BLUE CHIP' BLUE CHIP JUNIPER	30	5 GALLON
	VINCA MAJOR VINCA	36	1 GALLON

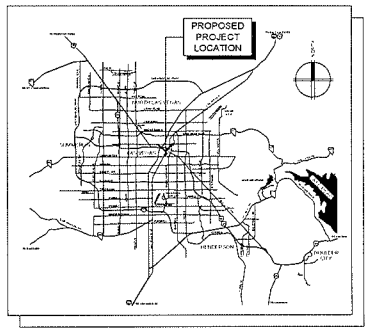
LANDSCAPE ELEMENTS

SYMBOL	DESCRIPTION	QTY.	DETAIL
DG	CRUSHED SLATE GROUNDCOVER SIZE TYPE 1 NOT COLOR BUCKSKIN 2" MINIMUM DEPTH SEE NOTE #2	2,000 S.F.	X/ LXXX

PLANTING NOTES

1. SEE SHEET LX.XX FOR PLANTING DETAILS.
2. CRUSHED SLATE GROUNDCOVER (DG) - INSTALL THE MINIMUM LAYER OF CRUSHED SLATE IN ALL LANDSCAPE AREAS WITHIN LANDSCAPE LIMIT OF WORK, EXCEPT WHERE NOTED OTHERWISE. COMPACTION TO PREPARE SAMPLES OF DECOMPOSED GRANITE/DG FOR APPROVAL BEFORE PLACING GRANITE. COMPACT SUB-GRADE TO 85% AND APPLY A PRE-EMERGENT HERBICIDE TO SOIL. AFTER FINISHING GRANITE RAKE SMOOTH, VAC TO DESIRE DEPTH, ALLOW TO DRY, THEN LIGHTLY SCARIFY SURFACE WITH A LEAF RAKE. APPLY A SECONDARY APPLICATION OF PRE-EMERGENT HERBICIDE TO TOP OF GRANITE. DO NOT ALLOW GRANITE TO TOUCH THE TRUNK OF ANY TREE. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.
4. ANY TREE PLANTED WITHIN 5 FEET OF A SIDEWALK OR WALL SHALL BE PLANTED WITH A ROOT GUARD DESIGNED TO DIRECT ROOT GROWTH DOWNWARDS. SEE DETAIL X/ SHEET

VICINITY MAP



designcell
10777 W.TWAIN AVE, STE 125 T 702-403-1575
LAS VEGAS, NV 89135 WWW.DESIGNCELL.CC

DR12

VAR-39122
SDR-39121

RECEIVED
AUG 09 2010

designcell
ARCHITECTURE



MATERIAL FINISHES

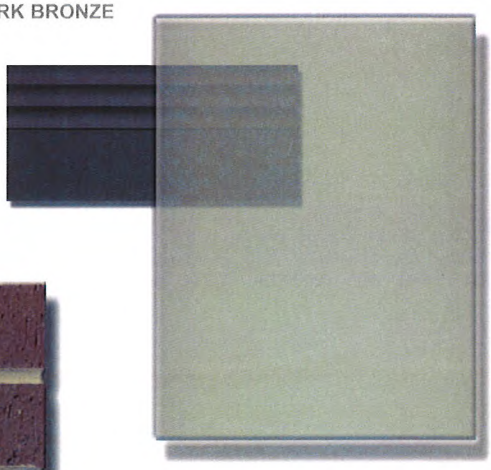


BUILDING BASE:
STONE VENEER

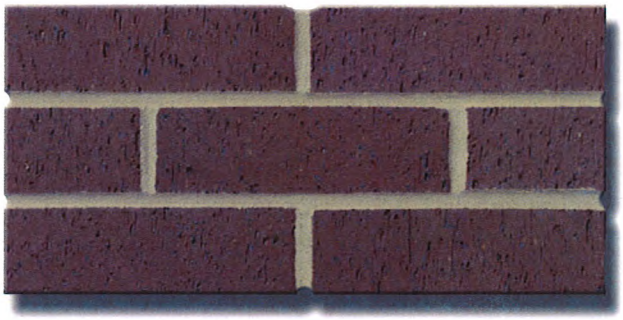


TRIM, ACCENT:
COMPOSITE STONE VENEER

FRAMES:
DARK BRONZE



GLAZING:
SOLARCOOL GRAY, LOW-E



BRICK VENEER

EVAPS LAW OFFICES
LAS VEGAS, NEVADA
AUGUST 9, 2010

RECEIVED
AUG 09 2010

VAR-39122
SDR-39121



VAR-39122 & SDR-39121 - APPLICANT/OWNER: EVAPS, LLC
400 SOUTH 7TH STREET

08/19/10



VAR-39122 & SDR-39121 - APPLICANT/OWNER: EVAPS, LLC
400 SOUTH 7TH STREET

08/19/10



VAR-39122 & SDR-39121 - APPLICANT/OWNER: EVAPS, LLC
400 SOUTH 7TH STREET

08/19/10



VAR-39122 & SDR-39121 - APPLICANT/OWNER: EVAPS, LLC
400 SOUTH 7TH STREET

08/19/10

EVAPS Law Office Building
Project # 10 016
Page 1 of 1

August 9, 2010

CLV Planning & Development
731 South Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-6301
Fax: (702) 474-7463

Re: Variance Request (Setbacks and Site Coverage) for a Law Office Building
APN: 139-34-710-030, -031, -032, -033

To whom it may concern:

The purpose of this letter is to request a variance to the provisions of the code regarding setbacks and site coverage ratio for the proposed Law Office Building located at 400 South 7th Street in Las Vegas, Nevada 89101.

All four parcels are currently zoned C-1, for which an office building is best suited. The current general plan designation for this site is 'C'.

A historic and traditional office building is envisioned by the property owner. The tenants are expected to be predominantly law firms and related office users. The building is designed to have a classical architectural theme consisting of arches, brick veneer, colonnade, and a capitol dome.

The building site is situated just outside of downtown centennial office core district. It is designed to fit in the context of the urban neighborhood. The project consists of 3-story office building situated on top of (2) levels above grade parking and (2) levels subterranean parking. The building's parapet height is 84'-0", the top of the dome is 96'-0", and the top of the flag pole is 126'-0" in height which conforms to the unlimited height limit of the C-1 zone.

We are requesting a variance for the required setbacks and site coverage. Code requirements for general C-1 development are 20' (front) 10' (side yard), 15' (corner yard) and 20' (rear yard). In a downtown area, with small lot sizes and anticipated urban core density, conformance to setback requirements would substantially limit the site's development potential. In addition, this property is situated on a corner lot and thus would be greatly impacted by the required setbacks. The proposed design requires zero lot setbacks on all sides. This meets the spirit and a language of the urban area. Zero setback as an element of urban site development is a requirement in the adjacent downtown centennial office core district. The resulting site coverage of 86% is proposed (where 50% is allowed by code) and meets the spirit of code language for urban areas. In this context, given the relatively small site area, setback and lot coverage code conformance would result in substantially less viable project.

We appreciate your assistance in moving forward with this proposed project.

Sincerely,

8/9/10

Scott L. Brown, NCARB date
Principal
DesignCell, LLC

VAR-39122
SDR-39121

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AUG 09 2010

10777 W. TWAIN AVE. LAS VEGAS, NV 89135 T. 702.403.1575 F. 702.403.1576 WWW.DESIGNCELL.CO

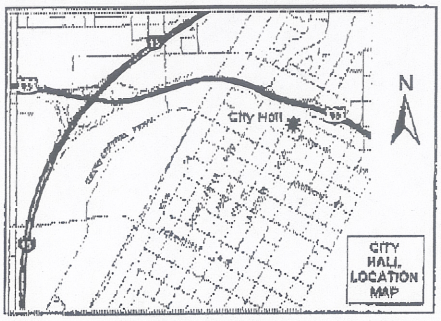
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 NOV 05 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.

VAR-39122 & SDR-39121

City Council Meeting of 11/17/2010

SENIOR NEVADA BENEFIT GROUP L P
1600 BECKE CIR
LAS VEGAS NV 89104-3322

APN#13934611043

RECEIVED
CITY CLERK
2010 NOV -8 P 2:27

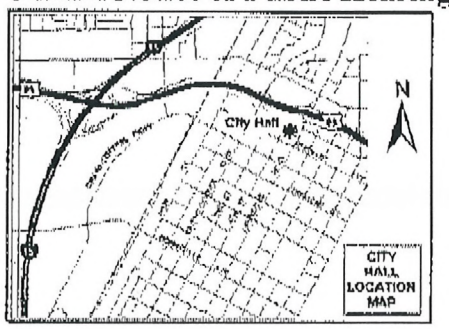
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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 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.

VAR-39122 & SDR-39121
Planning Commission Meeting of 9/23/2010

Case: VAR-39122
13934611046
SENIOR NEVADA BENEFIT GROUP L P
1600 BECKE CIR
LAS VEGAS NV 89104-3322

RECEIVED
SEP 13 2010

26-27 A

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ABEYANCE ITEM - SDR-39121 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-39122 - PUBLIC HEARING - APPLICANT/OWNER: EVAPS, LLC - Request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY, 120-FOOT TALL, 55,132 SQUARE-FOOT OFFICE BUILDING WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS TO ALLOW ZERO-FOOT BUFFERS WHERE 15 FEET IS REQUIRED ON THE NORTH AND EAST PERIMETERS AND EIGHT FEET IS REQUIRED ON THE SOUTH AND WEST PERIMETERS on 0.65 acres at 400 South 7th Street (APNs 139-34-710-030, 031, 032, 033), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 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 (6-1 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: **SDR-39121** APN: 139-34-710-030, -031, -032, -033

Name of Property Owner: EVAPS, LLC

Name of Applicant: Robert T. Eglet

Name of Representative: Scott Brown, Architect, DesignCell, 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: _____

Signature of Property Owner: _____

Print Name: Robert T. Eglet

Subscribed and sworn before me

This 9th day of August, 2010

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

RECEIVED

AUG 09 2010

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) 400 South 7th Street

Project Name Law Offices **Proposed Use** Office

Assessor's Parcel #(s) 139-34-710-030, -031, -032, -033 **Ward #** 3 - Gary Reese

General Plan: existing C proposed C **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 55,132 SF gross **Floor Area Ratio**

Gross Acres 0.65 net **Lots/Units** 1 **Density**

Additional Information Multi-story office building with parking garage

PROPERTY OWNER EVAPS, LLC **Contact** Robert T. Eglet

Address 400 South 4th Street #600 **Phone:** (702) 450-5400 **Fax:** (702) 450-5451

City Las Vegas **State** NV **Zip** 89101

E-mail Address n/a

APPLICANT -Same as Property Owner- **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

REPRESENTATIVE DesignCell Architecture **Contact** Scott Brown, Architect

Address 10777 West Twain Ave. #125 **Phone:** (702) 403-1575 **Fax:** (877) 403-1575

City Las Vegas **State** NV **Zip** 89135

E-mail Address scott@designcell.cc

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 T. Eglet

Subscribed and sworn before me

This 9th day of August, 2010.

Kathryn D. Hardesty

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KATHRYN D. HARDESTY
Appt. No. 92-0380-1
My Appt. Expires July 30, 2012

RECEIVED
AUG 09 2010

FOR DEPARTMENT USE ONLY

Case #	SDR-39121
Meeting Date:	9/23/10
Total Fee:	1030.00
Date Received:*	8/9/10
Received By:	LHH

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

SDR 39121
EVAPS, LLC

400 S. 7th Street

Proposed 55.132 thousand square foot office building.

Traffic produced by proposed development:

Proposed Increase	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	55.132	11.01	607
AM Peak Hour			1.55	85
PM Peak Hour			1.49	82

Existing traffic on all nearby streets:

Las Vegas Blvd	
Average Daily Traffic (ADT)	22,075
PM Peak Hour (heaviest 60 minutes)	1,766

Bridger Avenue	
Average Daily Traffic (ADT)	8,450
PM Peak Hour (heaviest 60 minutes)	676

Clark Avenue	
Average Daily Traffic (ADT)	2,150
PM Peak Hour (heaviest 60 minutes)	172

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Las Vegas Blvd	34,500
Bridger Avenue	25,875
Clark Avenue	12,225

This project is expected to add 607 trips per day on Las Vegas Blvd., 6th Street, Bridger Ave. and Clark Ave. This will increase traffic on Las Vegas Blvd. by about 3 percent, Bridger Ave. by about 7 percent and on Clark Ave. by about 28 percent. Currently, Las Vegas Blvd. is at about 64 percent of capacity, Bridger Ave. is at about 33 percent of capacity and Clark Ave. is at about 6 percent of capacity. Counts are not available for 7th Street, but it is believed to be under capacity.

Based on Peak Hour use, this development will add about 85 additional cars into the area in the peak hour, or about three every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

August 9, 2010

CLV Planning & Development

731 South Fourth Street
Las Vegas, NV 89101
Phone: (702) 229-6301
Fax: (702) 474-7463

Re: Site Development Review for a Law Office Building
APN: 139-34-710-030, -031, -032, -033

To whom it may concern:

The purpose of this letter is to request a Site Development Review for the proposed Law Office Building located at 400 South 7th Street in Las Vegas, Nevada 89101.

All four parcels are currently zoned C-1, for which an office building is best suited. The current general plan designation for this site is 'C'. The site also lies within the Las Vegas High School Neighborhood Historic District. This project intends on conforming to the goals and policies of the current zoning and general plan.

A historic and traditional office building is envisioned by the property owner. The tenants are expected to be predominantly law firms and related office users. The building is designed to have a classical architectural theme consisting of arches, brick veneer, colonnade, and a capitol dome.

The building site is situated just outside of downtown centennial office core district. It is designed to fit in the context of the urban neighborhood. The project consists of 3-story office building situated on top of (2) levels above grade parking and (2) levels subterranean parking. The building's parapet height is 84'-0", the top of the dome is 96'-0", and the top of the flag pole is 126'-0" in height which conforms to the unlimited height limit of the C-1 zone.

By a separate application we are also requesting a variance for the required setbacks and site coverage. The proposed design requires zero lot setbacks on all sides. This meets the spirit and a language of the urban area. Zero setback as an element of urban site development is a requirement in an adjacent downtown centennial office core district. Site coverage of 86% is proposed (where 50% is allowed by code) and meets the spirit of code language for urban areas. In this context setback and lot coverage code conformance would result in substantially less viable project.

As a result of urban design approach that fits downtown area, we are requesting a waiver to reduce the landscape perimeter buffer width. Proposed landscape along the 7th Street and Chef André Rochat Place includes densely spaced trees, shrubs in the planters and vines on building facades, which should adequately compensate for the reduced width of the buffer.

All required parking, totaling 184 spaces is located within the 4-storey (2 of which are subterranean) parking garage. Six (6) ADA parking stalls, including an ADA van accessible parking stall is provided. Please refer to the site plan, floor plans, landscape plans and elevations dated 8-9-10 that accompany this letter.

As you can see, the applicant has made a considerable effort to work with the property and historic nature of the neighborhood. This project is consistent with the surrounding area, the City of Las Vegas Development Code, and does not have any adverse impacts on the area. There are adequate utilities, public transportation, and services to the development. Located in the heart of a successful downtown district, the site presents a great opportunity for this office development.

We appreciate your assistance in moving forward with this proposed project.
Sincerely,

8/9/10

Scott L. Brown, NCARB date
Principal
DesignCell, LLC

RECEIVED

SDR-39121 AUG 09 2010

Please refer to VAR-39122 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ABEYANCE ITEM - ROC-39470 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: PROVIDENCE 207, LLC - Request for a Review of Condition #1 of a previously approved Variance (VAR-13245) TO MODIFY THE REQUIREMENT TO FIRE SPRINKLE ALL LOTS BY LIMITING THE REQUIREMENT TO LOTS 22, 92, 98, 102, 135 and 136 ONLY on 20.9 acres adjacent to the southwest corner of Farm Road and Hualapai Way (APNs Multiple), PD (Planned Development) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

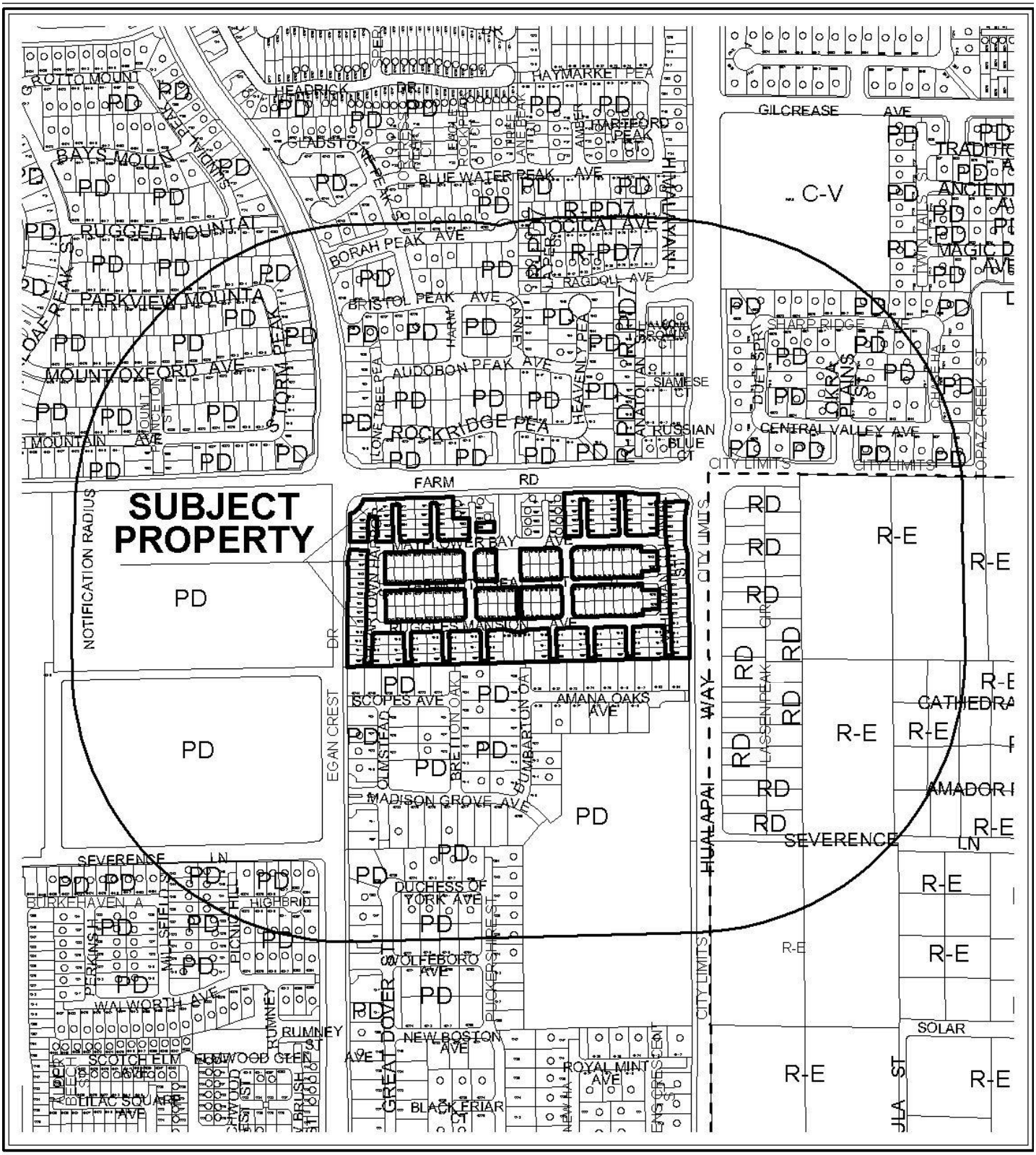
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**0**
City Council Meeting	**7**	**City Council Meeting**	**1**

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

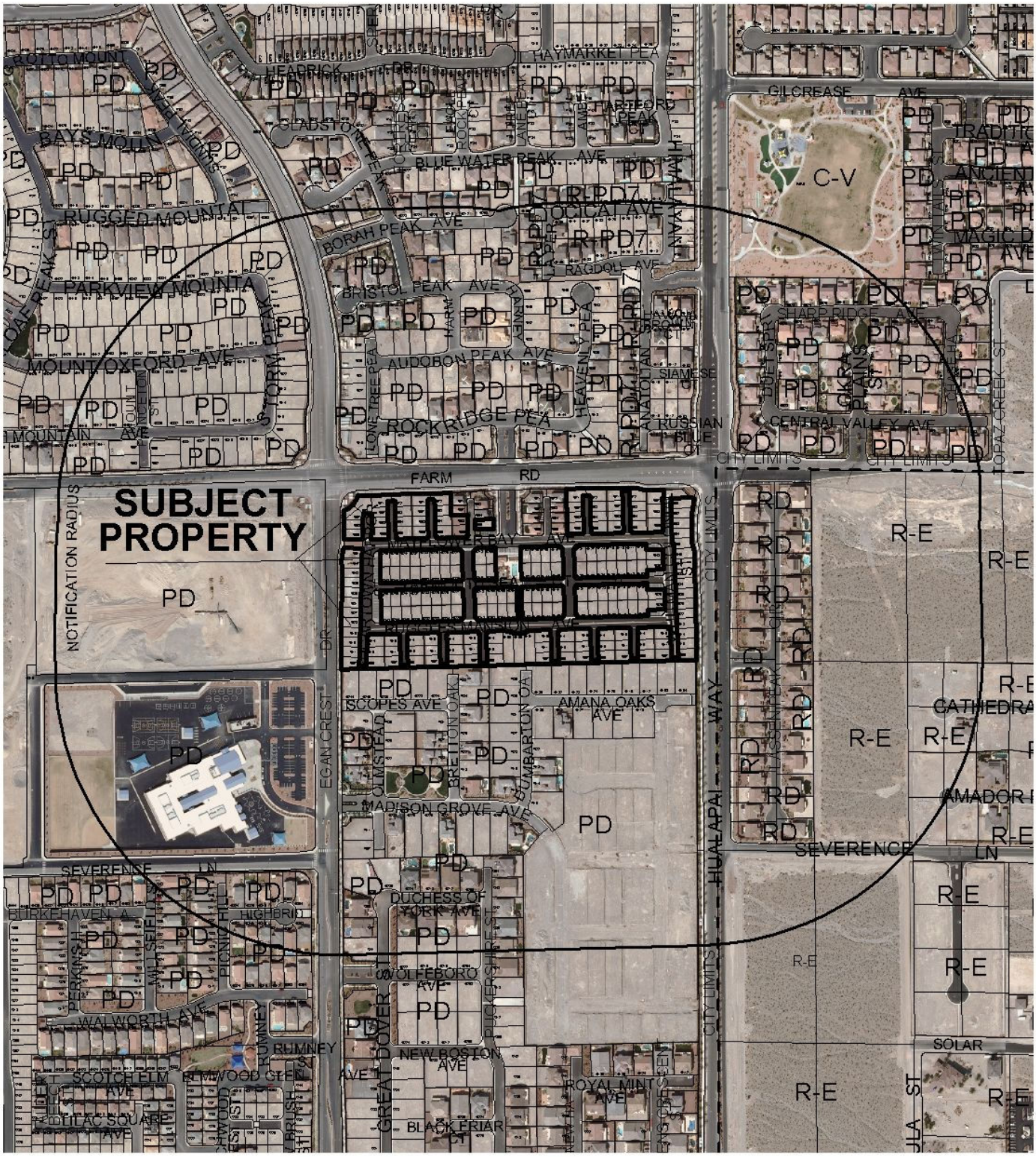
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Providence Design Review Committee Approval Letter
6. City Council Approval Letter for VAR-13245
7. Justification Letter
8. Protest/Support Postcards
9. Abeyance Request Letter from Kaempfer Crowell Renshaw Gronauer and Fiorentino
10. Backup referenced from the October 21, 2010 Planning Commission Meeting for Item ROC-39470



CASE: **ROC-39470**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



CASE: **ROC-39470**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: RICHMOND AMERICAN HOMES - OWNER: PROVIDENCE 207, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 17, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILMAN ROSS

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-39470	Staff recommends DENIAL, if approved subject to conditions:	N/A

**** CONDITIONS ****

ROC-39470 CONDITIONS

Planning and Development

1. Condition Number 1 of Variance (VAR-13245) shall be amended to read, "Lots 22, 92, 98, 102, 135 and 136 shall be fire sprinkled and receive Fire Department approval."

2. Conformance to all other conditions of approval for Variance (VAR-13245) and all site related actions as required by the Planning and Development Department and Department of Public Works.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition to modify Condition of Approval Number 1 of a previously approved Variance (VAR-13245) that required all units to be fire sprinkled and receive Fire Department approval on 20.9 acres at the southwest corner of Hualapai Way and Farm Road. The applicant is proposing to modify the condition to limit the sprinkler requirement to Lots 22, 92, 98, 102, 135 and 136. Twelve units have been constructed by the previous developer. The current developer wants to only fire sprinkle six of the remaining 207 undeveloped lots. Staff recommends denial, as all units are required to be fire sprinkled, due to the narrow private street widths and as a condition of the approved civil drawings. If this application is denied, the applicant will need to provide fire sprinklers for all buildings.

ISSUES

- Per the City of Las Vegas Fire and Rescue Department, the applicant "must be in full compliance with the approved civil drawings. All buildings shall be protected by fire sprinkler systems."
- Fire sprinklers are required, based on the narrow streets and street stubs, as well as an approved Variance (VAR-13245) that allows a side yard setback of two feet.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/05/03	The City Council approved an Annexation (A-0035-02) of approximately 1,056 acres, which included the subject property. The Planning Commission and staff recommended approval. The effective date of this annexation was 02/14/03.
07/16/03	The City Council approved a request for a Rezoning (ZON-2184) from U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] to PD (Planned Development) Zone on approximately 704 acres, which included a portion of the subject property. The Planning Commission and staff recommended approval.
02/18/04	The City Council approved a Development Agreement (DIR-3451) between the City of Las Vegas and Cliff's Edge, Limited Liability Company, for the Cliff's Edge Master Planned Community. The Planning Commission and staff recommended approval.

03/11/04	The Planning Commission approved the Cliff's Edge Parent Tentative Map (TMP-3798) of 923 acres, which included the subject property. This Tentative Map serves as the guide for the further subdivision of land within the Cliff's Edge Master Development Plan area. The Planning and Development staff recommended approval.
08/03/05	The City Council approved a Major Modification (MOD-6279) to the Cliff's Edge Master Development Plan to retaining walls in conjunction with interior perimeter walls (i.e. "product" walls) to be higher than seven feet. The Planning Commission and staff recommended approval.
11/16/05	The City Council approved a request for a Major Modification (MOD-9174) to the Cliff's Edge Master Development Plan and Design Guidelines to establish standards for rear loaded residential small lot housing products and to add section 3.2.5b to the design guidelines on 1,156 acres generally located adjacent to the south side of Grand Teton Drive, between Hualapai Way and Puli. Planning Commission and staff recommended approval. The two subject parcels were affected by this request.
02/15/06	The City Council approved a request for a Major Modification (MOD-10531) to the Cliff's Edge Master Development Plan and Design Guidelines to change land use designations from: M (Medium Residential) to: RSL (Residential Small Lot); to modify section 2.2 and the accompanying exhibit of the master development plan; and to modify section 2.1, exhibit 2-4 of the design guidelines to reflect changes to the land use categories on two separate parcels, one noted as POD 113 and located on 17.1 acres adjacent to the southwest corner of Farm Road and Hualapai Way and the other noted as a portion of POD 308 located on 9.12 acres adjacent to the northeast corner of West Centennial Parkway and North Shaumber Road. The Planning Commission and staff recommended approval.
03/23/06	The Planning Commission approved a Tentative Map (TMP-11447) for a 220 lot single family residential subdivision on the subject site. The Planning and Development staff recommended approval.
07/12/06	The City Council approved a request for a Variance (VAR-13245) to allow 220 single family dwellings with side yard setbacks of two feet where three feet is the minimum setback required on 20.9 acres at the southwest corner of Hualapai Way and Farm Road. The Planning Commission and staff recommended denial.
10/21/10	The Planning Commission will hear an application for a Variance (VAR-39468) to allow the garage setback to be seven feet or less, where five feet or less is required; a front yard, second-story setback of three feet where eight feet is required on 207 undeveloped single-family residential lots; and rear and side yard setbacks of 7 feet where 10 feet is required on lots 21 and 103. The Planning and Development Department Staff recommend denial.
10/21/10	The Planning Commission voted (7-0) to recommend APPROVAL companion items VAR-39468 and ROC-39470 (PC Agenda Items #53-54/jg).

Most Recent Change of Ownership	
06/29/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/31/06	A building permit (75156) was issued for grading at 10155 Farm Road. The permit was finaled on 10/31/06.
01/25/07	A building permit (7000347) was issued for a Temporary Sales Trailer at 10155 Farm Road. The permit was finaled on 05/17/07.
05/23/07	A building permit (7001732) was issued for a Pool Cabana at 10155 Farm Road. The permit was finaled on 04/17/08.
02/22/08	A building permit (99151) was issued for a pool/spa at 10155 Farm Road. The permit was finaled on 08/06/08.
C. 2008	12 single family homes were constructed and sold.

Pre-Application Meeting	
08/26/10	A pre-application meeting was held with the applicant, where the submittal requirements for a Review of Condition and a Variance were discussed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/16/10	The site contains a partially developed single family residential subdivision, with 207 vacant lots overgrown with weeds.

Details of Application Request	
Site Area	
Net Acres	20.9

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Homes / Graded Single Family Lots	RSL (Residential Small Lot)	PD (Planned Development)

North	Single Family Homes / Graded Single Family Lots	ML (Medium-Low Density Residential)	PD (Planned Development)
South	Single Family Homes / Graded Single Family Lots	L (Low Density Residential)	PD (Planned Development)
East	Single Family Homes Clark County	RL (Residential Low Density) Clark County	R-D (Suburban Estates Residential) Clark County
West	Undeveloped	PF (Public Facilities)	PD (Planned Development)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Cliff's Edge	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
PD (Planned Development) District	X		N
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

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Farm Road: Secondary Collector	Master Plan of Streets and Highways	80	Y

ANALYSIS

The applicant is requesting a Review of Condition Number 1 of a previously approved Variance (VAR-13245) to modify the requirement that all buildings in the development shall be protected by fire sprinkler systems. The requested modification would state that only Lots 22, 92, 98, 102, 135 and 136 would be required to be fire sprinkled. This would result in a 97 percent reduction to the remaining buildings required to provide fire sprinkler protection. As the previous developer has constructed 12 homes and the new developer only wants to meet the condition for six homes, this would leave 201 out of the original 219 single family lots lacking fire sprinkler protection.

A Variance (VAR-13245) from the original Cliff's Edge Development Standards was previously approved to allow a two-foot side yard setback on all lots within the subject subdivision. Since this variance has been exercised, the applicant could build each lot with a two-foot side yard setback, even though the currently submitted plans do not reflect this situation.

FINDINGS

Condition of Approval Number 1 of Variance (VAR-13245) requires that all units shall be fire sprinkled and receive City of Las Vegas Fire and Rescue Department approval. Fire sprinklers are required, based on the narrow streets and street stubs, as well as an approved Variance (VAR-13245) that allows a side yard setback of two feet. Per the City of Las Vegas Fire and Rescue Department, the applicant "must be in full compliance with the approved civil drawings. All buildings shall be protected by fire sprinkler systems." Therefore, staff recommends denial.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 289 (By City Clerk)

APPROVALS 1

PROTESTS 7

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-39470** APN: 126-13-713-009-122, 126-13-713-127-129

Name of Property Owner: Providence 207, LLC

Name of Applicant: Richmond American Homes

Name of Representative: Slater Hanifan Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____Yes _____X_____No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Joel H. Farkas, Manager

Subscribed and sworn before me

This 2ND day of September, 2010

_____

Notary Public in and for said County and State

County of Arapahoe

State of Colorado

TONI SERRA NOTARY PUBLIC STATE OF COLORADO

My commission expires 01-27-2013

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City of Las Vegas

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Review of Conditions

Project Address (Location) Hualapai / Farm

Project Name Providence POD 113 - Emerson **Proposed Use** _____

Assessor's Parcel #(s) 126-13-713-009-122, 126-13-713-127-2## **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing PD proposed _____

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Providence 207, LLC **Contact** _____

Address 9033 E. Easter Pl #112 **Phone:** 720-362-5995 **Fax:** 720-362-7116

City Centennial **State** CO **Zip** 80112-2150

E-mail Address _____

APPLICANT Richmond American Homes **Contact** Christine Frazzitta

Address 7770 S. Dean Martin Drive # 410 **Phone:** (702) 617-8439 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89139

E-mail Address Christine.Frazzitta@mdch.com

REPRESENTATIVE Slater Hanifan Group **Contact** Chelsea Peltier

Address 5740 S. Arville St. # 216 **Phone:** (702) 284-5300 **Fax:** (702) 284-5399

City Las Vegas **State** Nevada **Zip** 89118

E-mail Address cpeltier@shg-inc.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 Joel H. Farkas, Manager

Subscribed and sworn before me

This 2nd day of September, 20 10.

Tom Serra
County of Arapahoe
State of Colorado
Notary Public in and for said County and State

My commission expires:
01-27-2013

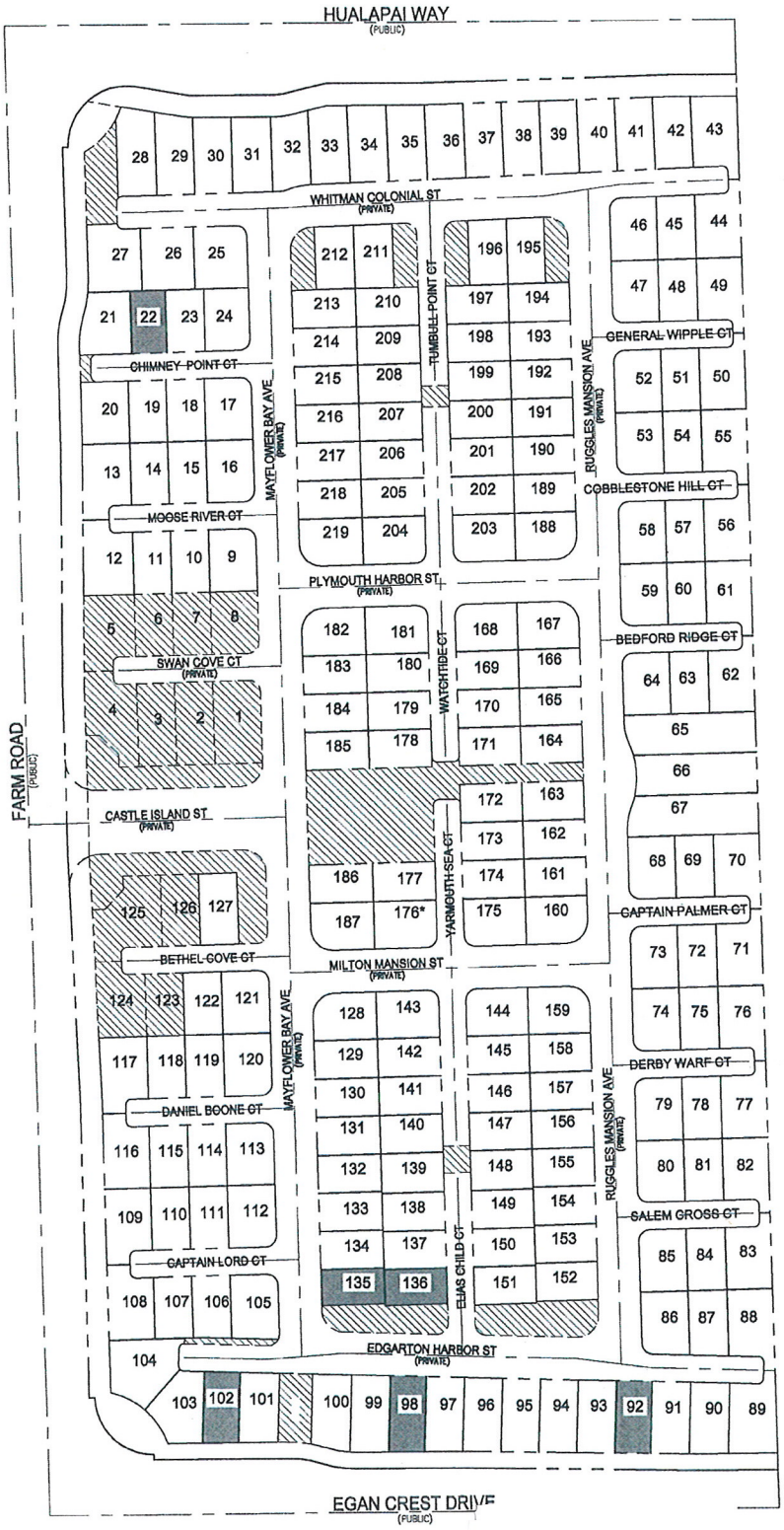
TOM SERRA NOTARY PUBLIC STATE OF COLORADO

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC-39470
Meeting Date:	10-20-10
Total Fee:	830
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.



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ROC-39470

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-5300 FAX (702) 284-5399

RICHMOND AMERICAN HOMES

PROVIDENCE POD 113 EMERSON
SITE PLAN

DATE: 8/13/10	PROJECT NO. RAH1005-001
DRAFTER:	
DESIGNER: MAK	EX-1
CHECKED: TJS	SHEET 1 OF 2

J:\rah1005-001 providence pod 113\dwg\figures\100903 rah1005-001 site plan-product exhibit.dwg 9/3/2010 3:33 PM Matt Key

RICHMOND AMERICAN HOMES

PROJECT DATA

PROJECT:	EMERSON at PROVIDENCE
MUNICIPALITY:	CITY OF LAS VEGAS
PLAN:	L16J - EVA
DATE:	07/14/2010

ENERGY COMPLIANCE:	RESCHECK
CONTRACTOR'S NAME:	RICHMOND AMERICAN HOMES of NEVADA, INC.
LICENSE CLASSIFICATION & NUMBER:	STATE CONTRACTOR LICENSE #0026417
DRAWINGS PREPARED BY:	R.H.J.A.

ADOPTED CODES

BUILDING:	2006	INTERNATIONAL RESIDENTIAL CODE
MECHANICAL:	2006	UNIFORM MECHANICAL CODE (IAMPO version)
PLUMBING:	2006	UNIFORM PLUMBING CODE (IAMPO version)
ELECTRICAL:	2005	NATIONAL ELECTRICAL CODE
ENERGY:	2006	INTERNATIONAL ENERGY CONSERVATION CODE
	2006	SOUTHERN NEVADA REGIONAL CODE INTERPRETATIONS BY SNBO
NOTE:		MUST COMPLY WITH ALL STATE AND LOCAL CODES IN EFFECT IN THE JURISDICTION IN WHICH THE WORK IS TO BE PERFORMED.

REQUIREMENTS FOR ARCHITECTURAL APPROVAL (ALL LOTS)

SHEETS	DESCRIPTION
.	.

REQUIREMENTS FOR ENHANCED REAR LOTS

NOTE: THE OPTIONS LISTED ABOVE WILL BE STANDARD AS NOTED TO COMPLY WITH DEVELOPER AND/OR CITY REQUIREMENTS. THERE MAY BE ADDITIONAL OPTIONS AVAILABLE THAT ARE NOT LISTED ABOVE.

SQUARE FOOTAGE CALC.

	FINISHED	OPT. FINISHED	UNFINISHED
2 CAR GARAGE	-	-	432 SQ. FT.
PORCH AREA	-	-	92 SQ. FT.
OPT. COVERED PATIO	-	-	91 SQ. FT.
FIRST FLOOR	591 SQ. FT.	-	-
SECOND FLOOR	1072 SQ. FT.	-	-
TOTAL	1663 SQ.FT.		-

DATE	DELTA	REVISION
30AUG2010	1	PLANNING REVISION

DRAWING SHEET INDEX

SHEET		DESCRIPTION
A0.0	a	COVER SHEET & SHEET INDEX
A1.0	a	ARCHITECTURAL FOUNDATION PLAN & OPTIONS
A1.1	a	FIRST FLOOR PLAN & OPTIONS
A1.2	a	SECOND FLOOR PLAN & OPTIONS
A2.1	a	ELEVATION A
A2.2	a	ELEVATION B
A2.3	a	ELEVATION C
A3.0	a	NOT USED
A3.0	a	OPT. COVERED PATIO - PLANS
	b	OPT. COVERED PATIO - ELEVATIONS
A4.1	a	ROOF PLANS
A4.2	a	BUILDING SECTIONS
A5.1	a	FLOORING BREAKS - FIRST FLOOR
	b	FLOORING BREAKS - SECOND FLOOR
AD1.0	a	INTERIOR & COMMON DETAILS
AD1.0	a	EXTERIOR ELEVATION DETAILS
	b	EXTERIOR ELEVATION DETAILS
	c	EXTERIOR ELEVATION DETAILS
	d	EXTERIOR ELEVATION DETAILS
	e	EXTERIOR ELEVATION DETAILS
AD1.2	a	THERMAL BARRIER DETAILS
	b	THERMAL BARRIER DETAILS
AD1.3	a	1-HOUR FIRE RATED DETAILS
E0.0	a	ELECTRICAL SPECS, NOTES, LEGEND & SHEET INDEX
E1.1	a	FIRST FLOOR ELECTRICAL PLAN, OPTIONS & LOAD CALCS
E1.2	a	SECOND FLOOR ELECTRICAL PLAN, OPTIONS & LOAD CALCS
M0.0		IECC REPORT & MECHANICAL LOAD CALCS
M1.1		MECHANICAL PLAN - ELEVATIONS A, B & C
P1.1	a	FIRST FLOOR PLUMBING PLAN
P1.2	a	SECOND FLOOR PLUMBING PLAN
S0.0	a	STRUCTURAL SPECIFICATIONS AND NOTES
	b	STRUCTURAL SPECIFICATIONS AND NOTES
S1.0	a	FOUNDATION PLAN L16J AND OPTIONS
S1.2	a	FLOOR FRAMING PLAN L16J AND OPTIONS
S1.3	a	ROOF FRAMING PLAN L16J AND OPTIONS
	b	ROOF FRAMING PLAN L16J AND OPTIONS
SD	1	POST-TENSIONED FOUNDATION DETAILS
	1.1	POST-TENSIONED FOUNDATION DETAILS
	2	GENERAL FRAMING DETAILS
	2.1	GENERAL FRAMING DETAILS
	2.2	GENERAL FRAMING DETAILS
	3	ROOF FRAMING DETAILS
	4	FLOOR FRAMING DETAILS

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Revisions:
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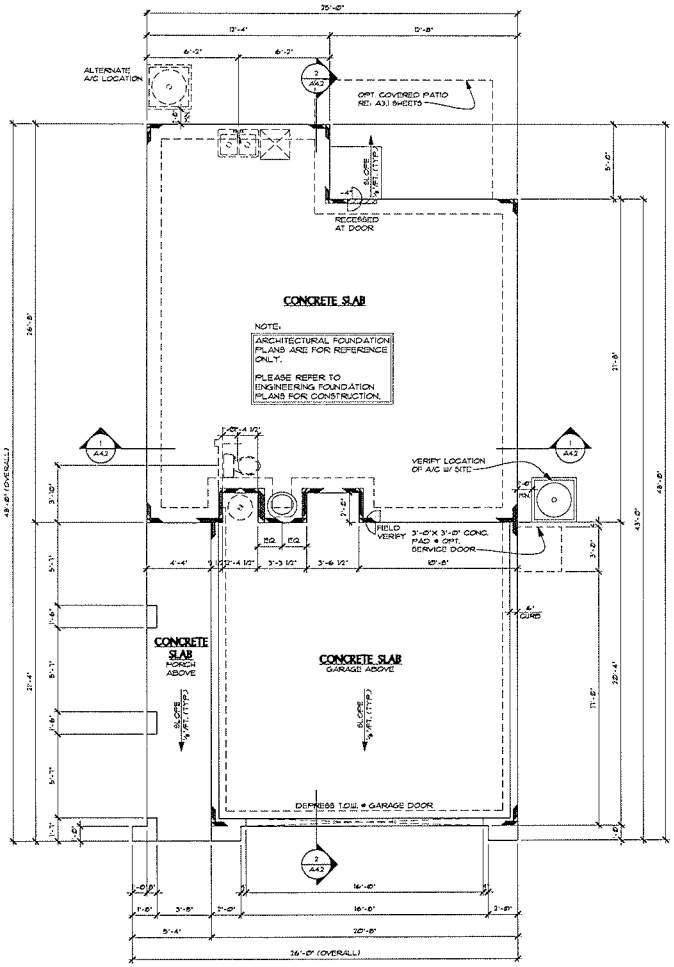
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Plan Name: EVA

Sheet Title: COVER SHEET & SHEET INDEX

Sheet Number: A0.0 a

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ARCHITECTURAL FOUNDATION PLAN AT ELEVATION A

1 SCALE: 1/4"=1'-0"

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Plan Name:

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Sheet Title:

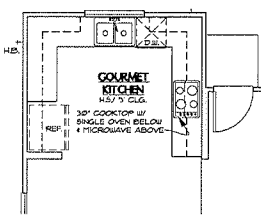
ARCHITECTURAL FOUNDATION PLAN

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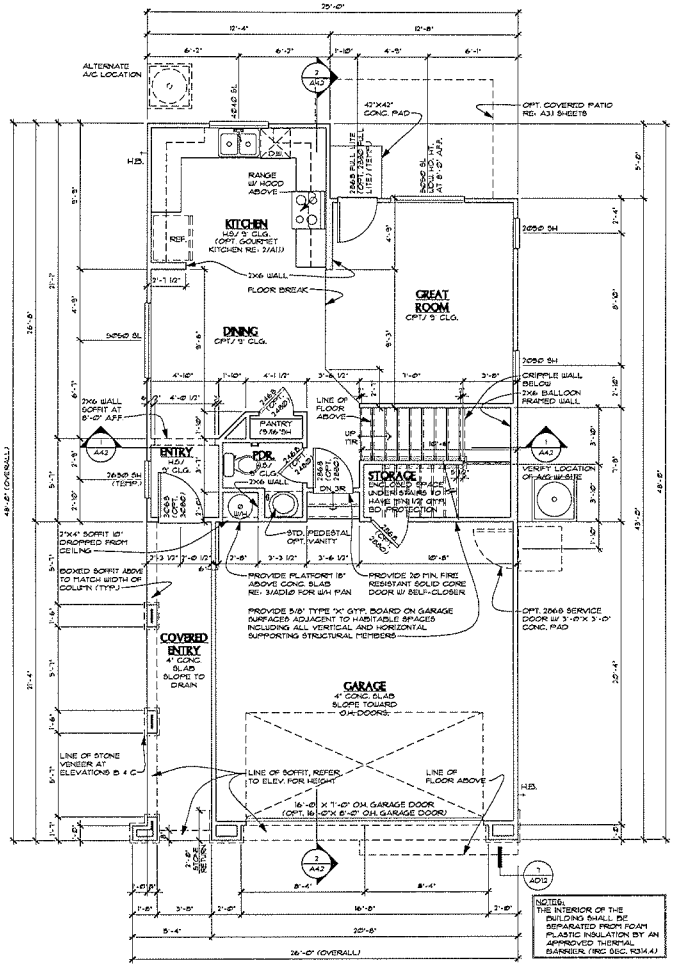
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2 OPT. GOURMET KITCHEN
SCALE: ¼"=1'-0" SIMILAR AT ALL ELEVATIONS



FIRST FLOOR PLAN AT ELEVATION A (SIM. @ ELV'S. B & C)
1 SCALE: ¼"=1'-0"

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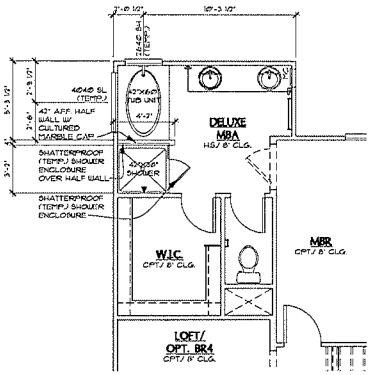
LAS VEGAS EMERSON

Plan Number:
L16J

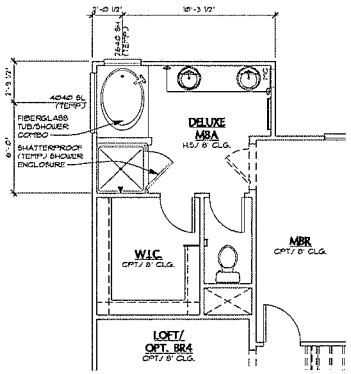
Plan Name:
EVA

Sheet Title:
FIRST FLOOR PLAN & OPTIONS

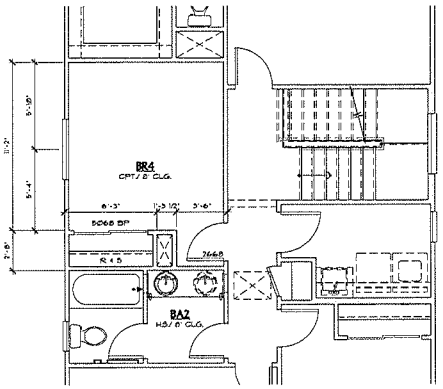
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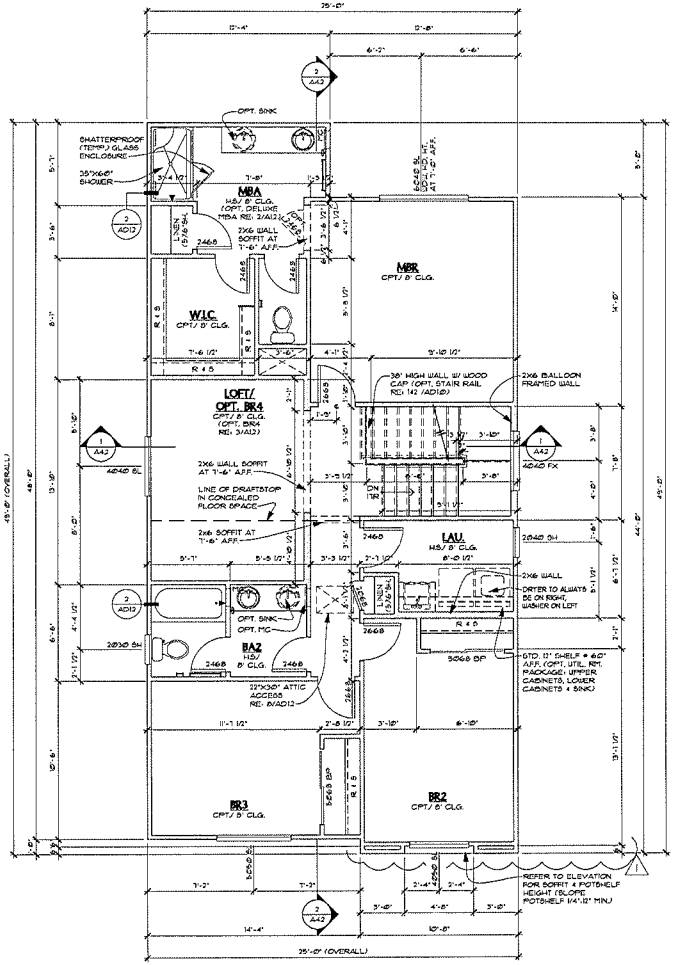
2b **OPT. DELUXE MBA #2**
SCALE: ¼"=1'-0" SIMILAR AT ALL ELEVATIONS



2a **OPT. DELUXE MBA #1**
SCALE: ¼"=1'-0" SIMILAR AT ALL ELEVATIONS



3 **OPT. BR4**
SCALE: ¼"=1'-0" SIMILAR AT ALL ELEVATIONS



1 **SECOND FLOOR PLAN AT ELEVATION A (SIM. @ ELV'S. B & C)**
SCALE: ¼"=1'-0"

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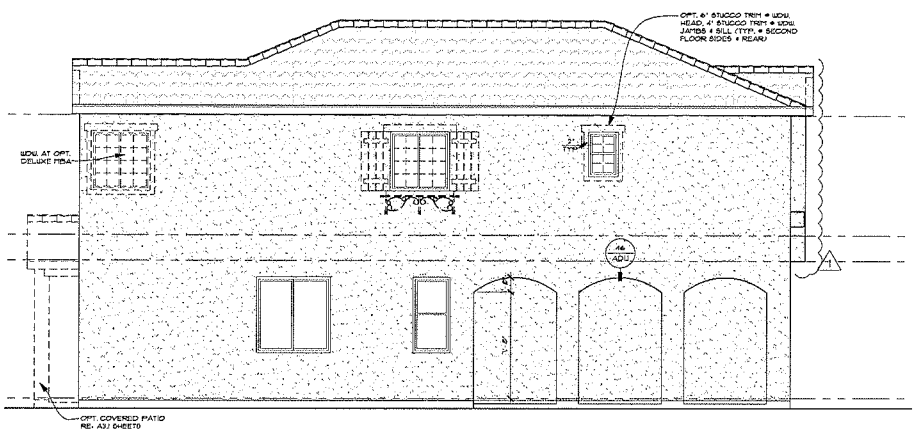
Plan Number:
L16J

Plan Name:
EVA

Sheet Title:
SECOND FLOOR PLAN & OPTIONS

Sheet Number:
A1.2
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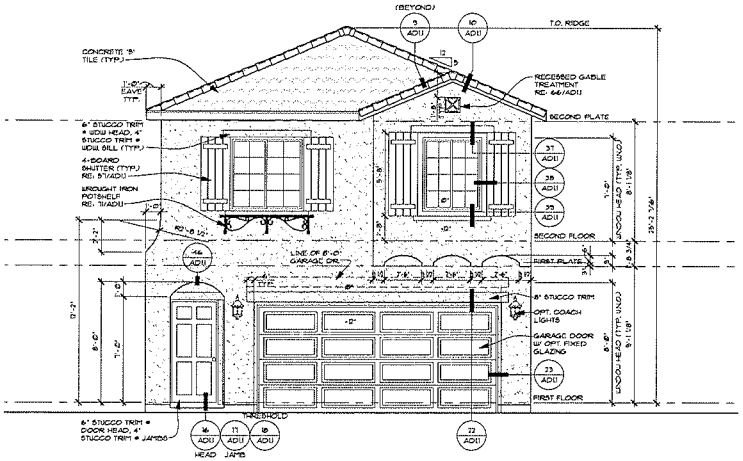
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3 LEFT ELEVATION A

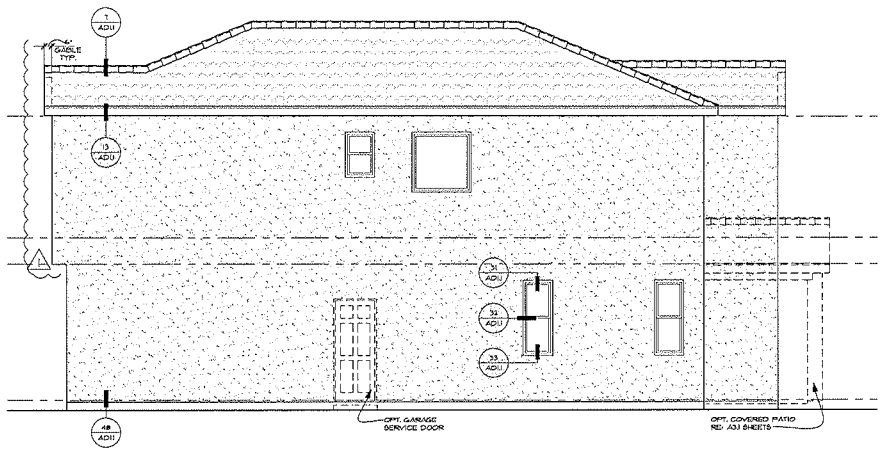
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NOTE: ENHANCEMENTS AT VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED



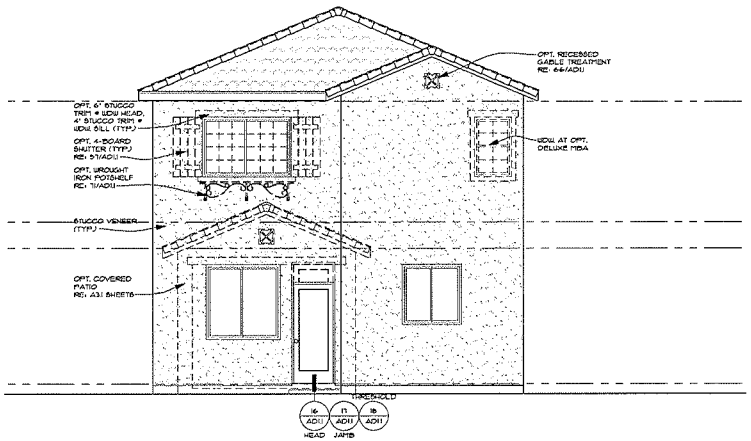
1 FRONT ELEVATION A

SCALE: ¼"=1'-0"



4 RIGHT ELEVATION A

SCALE: ¼"=1'-0"



2 REAR ELEVATION A

SCALE: ¼"=1'-0"

NOTE: ENHANCEMENTS AT VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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LAS VEGAS EMERSON

Plan Number:

L16J

Plan Name:

EVA

Sheet Title:

ELEVATION A

Sheet Number:

A2.1

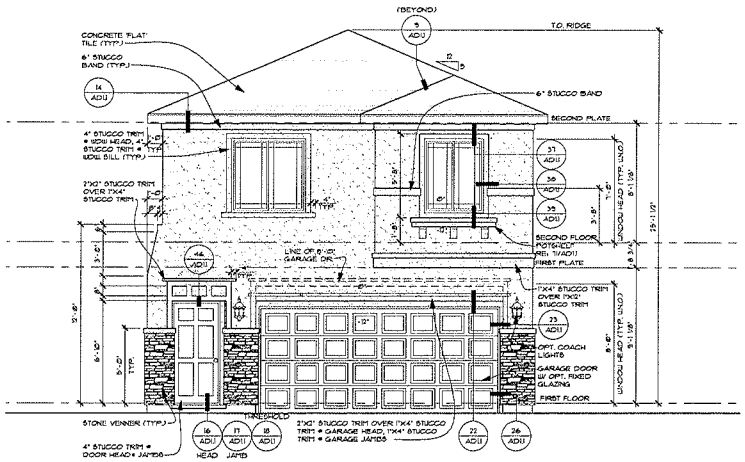
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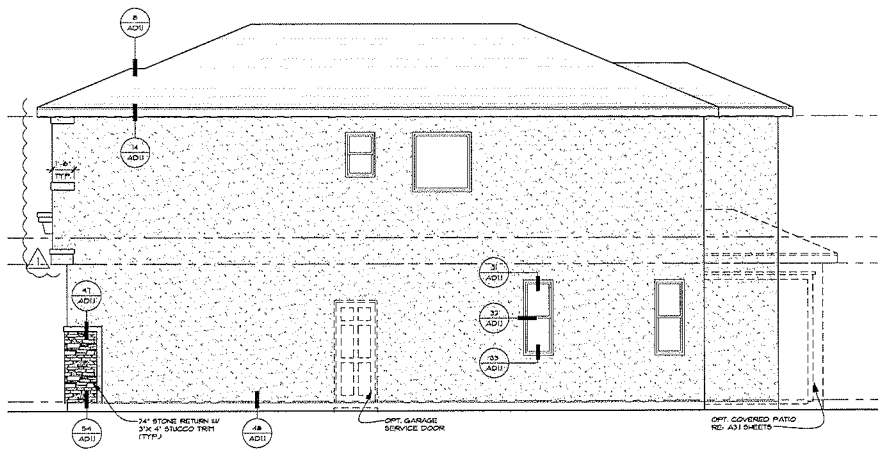


3 LEFT ELEVATION B
SCALE: 1/4"=1'-0"

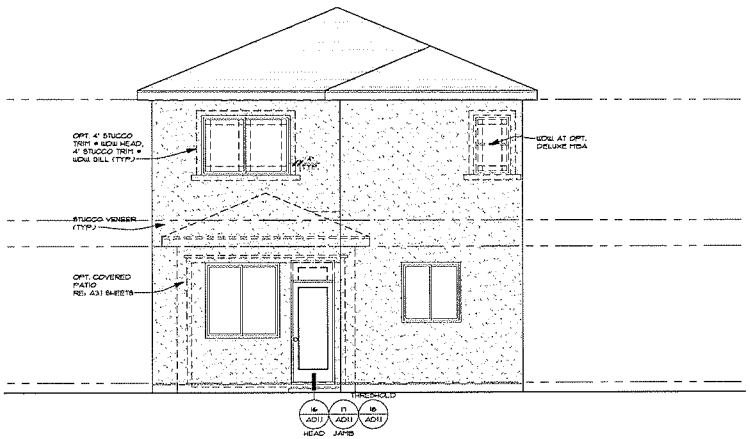
NOTE: ENHANCEMENTS AT VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED



1 FRONT ELEVATION B
SCALE: 1/4"=1'-0"



4 RIGHT ELEVATION B
SCALE: 1/4"=1'-0"



2 REAR ELEVATION B
SCALE: 1/4"=1'-0"

NOTE: ENHANCEMENTS AT VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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Drawn By: R.H.J.A.

Revisions:

1-PLANNINGREVISION-30AUG10

LAS VEGAS EMERSON

Plan Number:

L16J

Plan Name:

EVA

Sheet Title:

ELEVATION B

Sheet Number:

A2.2

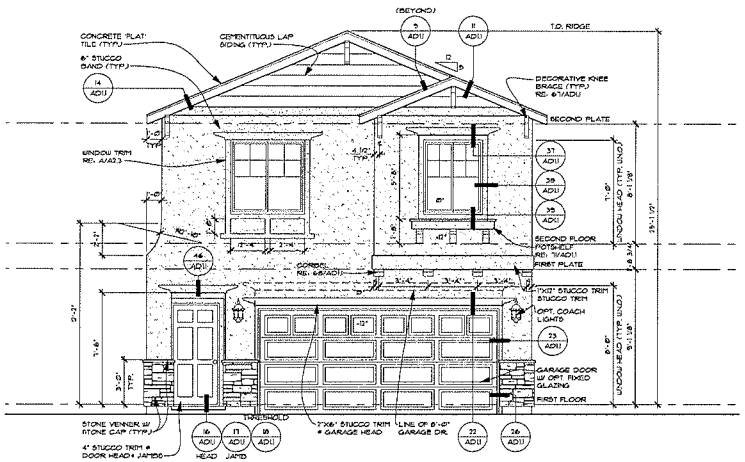
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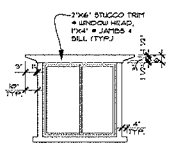


3 LEFT ELEVATION C
SCALE: ¼"=1'-0"

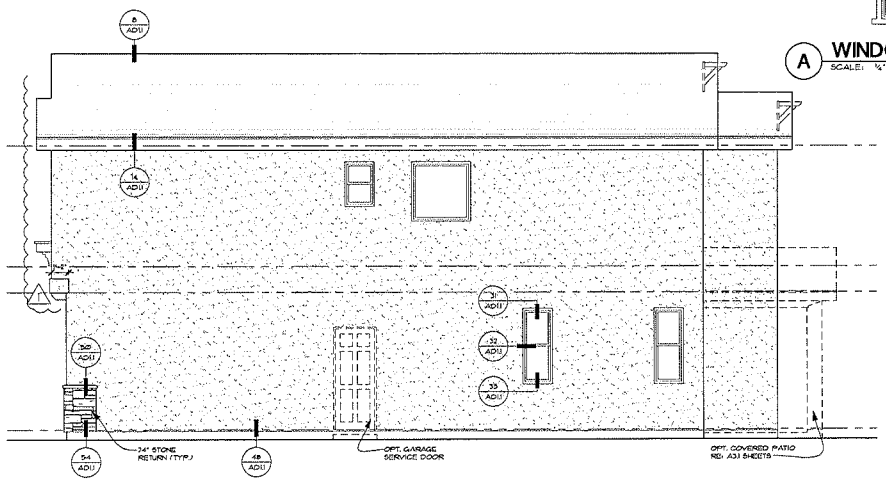
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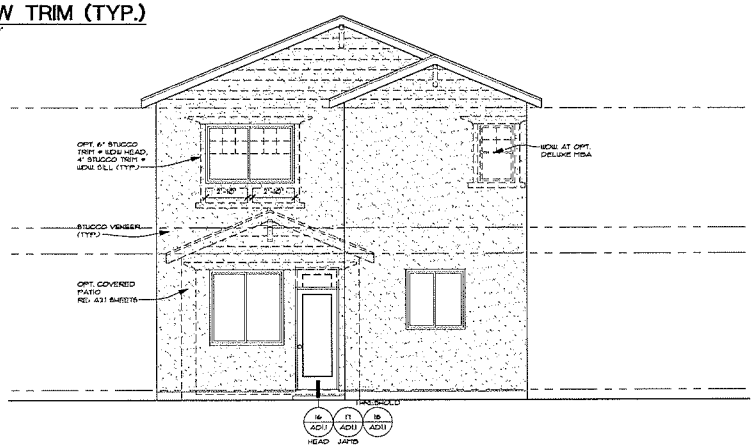
1 FRONT ELEVATION C
SCALE: ¼"=1'-0"



A WINDOW TRIM (TYP.)
SCALE: ¼"=1'-0"



4 RIGHT ELEVATION C
SCALE: ¼"=1'-0"



2 REAR ELEVATION C
SCALE: ¼"=1'-0"

NOTE: ENHANCEMENTS AT VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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1-PLANNINGREVISION-30AUG10

LAS VEGAS
EMERSON 1

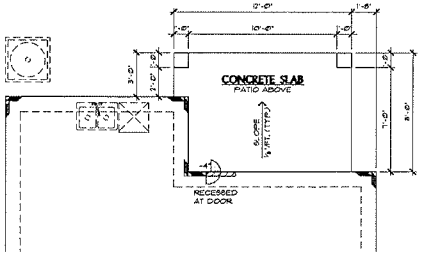
Plan Number:
L16J

Plan Name:
EVA

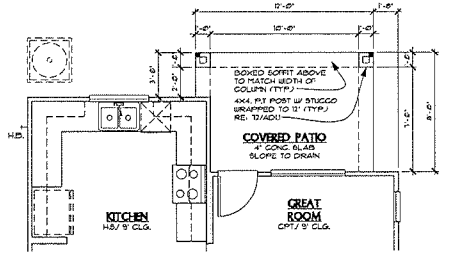
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ELEVATION C

Sheet Number:
A2.3
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OPT. COVERED PATIO PARTIAL
1 ARCHITECTURAL FOUNDATION PLAN
SCALE: 1/4"=1'-0"
RE: SHEET A1.0 FOR ADDITIONAL NOTES & DIMENSIONS



OPT. COVERED PATIO
2 PARTIAL FIRST FLOOR PLAN
SCALE: 1/4"=1'-0"
RE: SHEET A1.0 FOR ADDITIONAL NOTES & DIMENSIONS

Z:\Architect_Revit\Plan Types\Las Vegas\Las Vegas Division\Warm region (Emerson)\L16J - EVA\L16J - Eva Floor Plans.dwg, 8/24/2010 8:35:08 AM, ajaha

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Revisions:

1-PLANNINGREVISION-30AUG10

LAS VEGAS
EMERSON

Plan Number:

L16J

Plan Name:

EVA

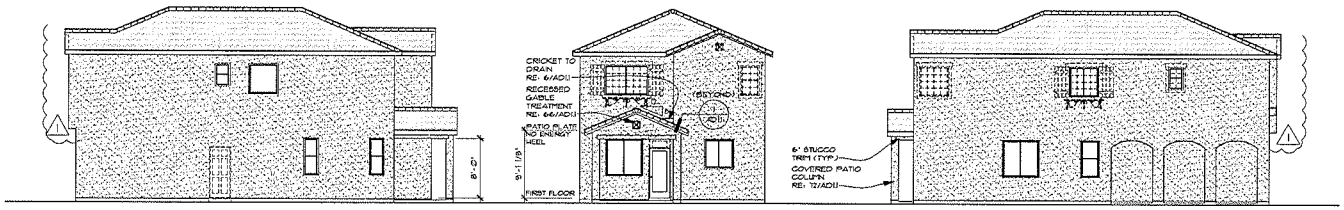
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OPT. COVERED PATIO

Sheet Number:

A3.1

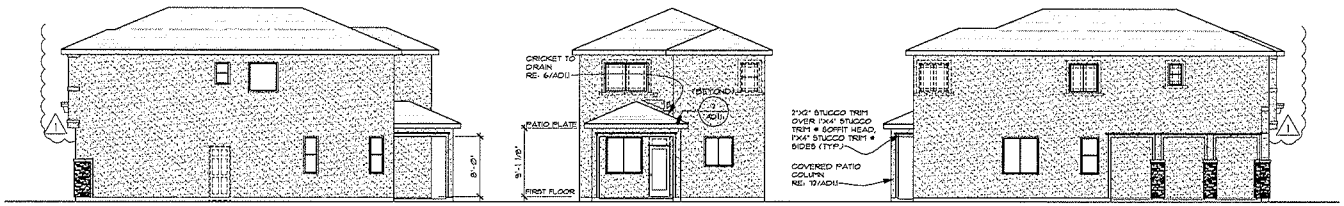
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3 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION A

SCALE: 1/4"=1'-0"

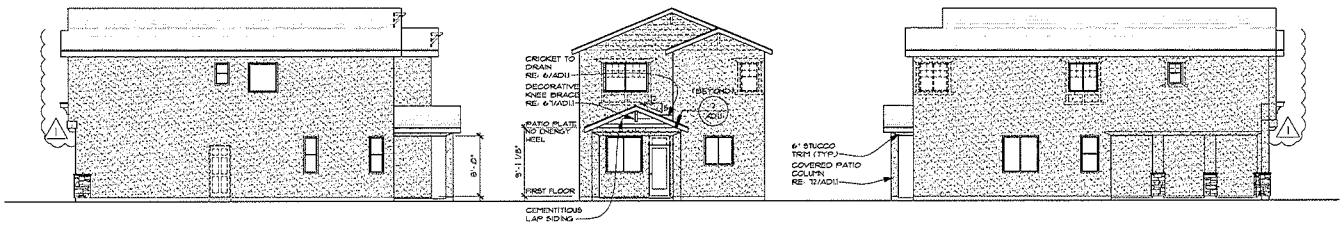
NO CHANGE AT ELEVATION A
RE: SHEET A2.1 FOR ADDITIONAL NOTES & DIMENSIONS



4 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION B

SCALE: 1/4"=1'-0"

NO CHANGE AT ELEVATION A
RE: SHEET A2.2 FOR ADDITIONAL NOTES & DIMENSIONS



5 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION C

SCALE: 1/4"=1'-0"

NO CHANGE AT ELEVATION A
RE: SHEET A2.3 FOR ADDITIONAL NOTES & DIMENSIONS

Z:\Architectural\Mercadillas Vegas\Las Vegas Division\Warmington (Emerson)\L16J - Eva\L16J - Eva - Elev Sects.dwg, 8/20/2010 5:51:16 AM, rshing

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LAS VEGAS EMERSON

Plan Number:

L16J

Plan Name:

EVA

Sheet Title:

OPT. COVERED PATIO ELEVATIONS

Sheet Number:

A3.1

b

RICHMOND AMERICAN HOMES

PROJECT DATA

PROJECT:	EMERSON at PROVIDENCE
MUNICIPALITY:	CITY OF LAS VEGAS
PLAN:	L16H - ERIN
DATE:	07/14/2010

ENERGY COMPLIANCE:	RESCHECK
CONTRACTOR'S NAME:	RICHMOND AMERICAN HOMES of NEVADA, INC.
LICENSE CLASSIFICATION & NUMBER:	STATE CONTRACTOR LICENSE #0026417
DRAWINGS PREPARED BY:	R.H.J.A.

ADOPTED CODES

BUILDING:	2006	INTERNATIONAL RESIDENTIAL CODE
MECHANICAL:	2006	UNIFORM MECHANICAL CODE (IAMPO version)
PLUMBING:	2006	UNIFORM PLUMBING CODE (IAMPO version)
ELECTRICAL:	2005	NATIONAL ELECTRICAL CODE
ENERGY:	2006	INTERNATIONAL ENERGY CONSERVATION CODE
	2006	SOUTHERN NEVADA REGIONAL CODE INTERPRETATIONS BY SNBO
NOTE:	MUST COMPLY WITH ALL STATE AND LOCAL CODES IN EFFECT IN THE JURISDICTION IN WHICH THE WORK IS TO BE PERFORMED.	

REQUIREMENTS FOR ARCHITECTURAL APPROVAL (ALL LOTS)

SHEETS	DESCRIPTION
-	-

REQUIREMENTS FOR ENHANCED REAR LOTS

NOTE: THE OPTIONS LISTED ABOVE WILL BE STANDARD AS NOTED TO COMPLY WITH DEVELOPER AND/OR CITY REQUIREMENTS. THERE MAY BE ADDITIONAL OPTIONS AVAILABLE THAT ARE NOT LISTED ABOVE.

SQUARE FOOTAGE CALC.

	FINISHED	OPT. FINISHED	UNFINISHED
2 CAR GARAGE	-	-	445 SQ. FT.
PORCH AREA	-	-	46 SQ. FT.
OPT. COVERED PATIO	-	-	99 SQ. FT.
FIRST FLOOR	574 SQ. FT.	-	-
SECOND FLOOR	1063 SQ. FT.	-	-
TOTAL	1637 SQ.FT.		-

DATE	DELTA	REVISION
-	-	-

DRAWING SHEET INDEX

SHEET		DESCRIPTION
A0.0	a	COVER SHEET & SHEET INDEX
A1.0	a	ARCHITECTURAL FOUNDATION PLAN & OPTIONS
A1.1	a	FIRST FLOOR PLAN & OPTIONS
A1.2	a	SECOND FLOOR PLAN & OPTIONS
A2.1	a	ELEVATION A
A2.2	a	ELEVATION B
A2.3	a	ELEVATION C
A3.0	a	NOT USED
A3.1	a	OPT. COVERED PATIO - PLANS
	b	OPT. COVERED PATIO - ELEVATIONS
A4.1	a	ROOF PLANS
A4.2	a	BUILDING SECTIONS
A5.1	a	FLOORING BREAKS - FIRST FLOOR
	b	FLOORING BREAKS - SECOND FLOOR
A01.0	a	INTERIOR & COMMON DETAILS
A01.1	a	EXTERIOR ELEVATION DETAILS
	b	EXTERIOR ELEVATION DETAILS
	c	EXTERIOR ELEVATION DETAILS
	d	EXTERIOR ELEVATION DETAILS
	e	EXTERIOR ELEVATION DETAILS
A01.2	a	THERMAL BARRIER DETAILS
	b	THERMAL BARRIER DETAILS
A01.3	a	EXTERIOR ELEVATION DETAILS (1 HOUR) FIRE RATED
E0.0	a	ELECTRICAL SPECS, NOTES, LEGEND & SHEET INDEX
E1.1	a	FIRST FLOOR ELECTRICAL PLAN, OPTIONS & LOAD CALCS
E1.2	a	SECOND FLOOR ELECTRICAL PLAN, OPTIONS & LOAD CALCS
M0.0		IECC REPORT & MECHANICAL LOAD CALCS
M1.1		MECHANICAL PLAN - ELEVATIONS A & C
M1.2		MECHANICAL PLAN - ELEVATION B
P1.1	a	FIRST FLOOR PLUMBING PLAN
P1.2	a	SECOND FLOOR PLUMBING PLAN
S0.0	a	STRUCTURAL SPECIFICATIONS & NOTES
	b	STRUCTURAL SPECIFICATIONS & NOTES
S1.0	a	POST-TENSIONED FOUNDATION PLAN
S1.1		NOT USED
S1.2	a	FLOOR & LOW ROOF FRAMING PLAN
S1.3	a	ROOF FRAMING PLAN
	b	ROOF FRAMING PLAN
S0	1	POST-TENSIONED FOUNDATION DETAILS
	1.1	POST-TENSIONED FOUNDATION DETAILS
	2	GENERAL FRAMING DETAILS
	2.1	GENERAL FRAMING DETAILS
	2.2	GENERAL FRAMING DETAILS
	3	ROOF FRAMING DETAILS
	4	FLOOR FRAMING DETAILS

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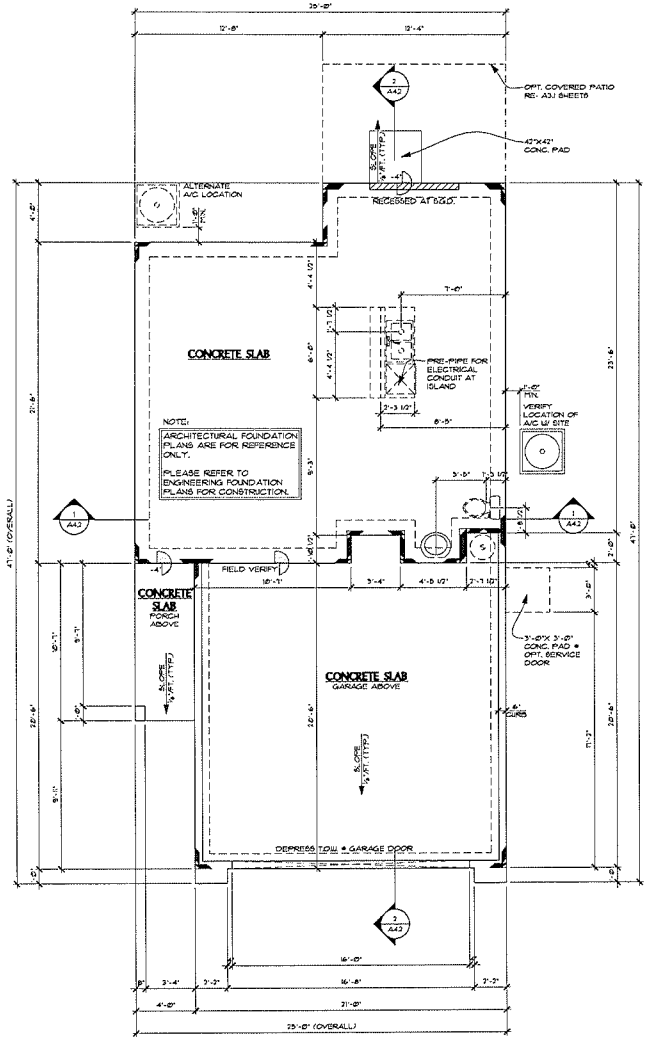
LAS VEGAS
EMERSON

Plan Number:
L16H

Plan Name:
ERIN

Sheet Title:
COVER SHEET & SHEET INDEX

Sheet Number:
A0.0 a



ARCHITECTURAL FOUNDATION
1 PLAN AT ELEVATION A (SIM. @ ELEV'S. B & C)
SCALE: 1/4"=1'-0"

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Revisions:

LAS VEGAS
WARMINGTON

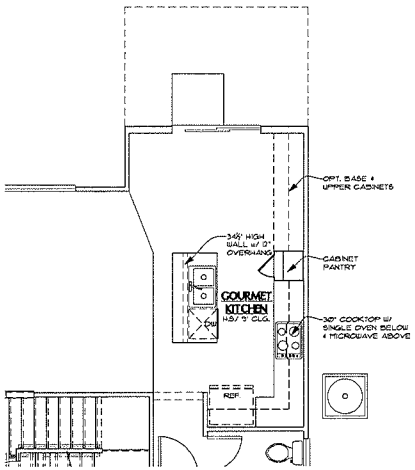
Plan Number:
L16H

Plan Name:
ERIN

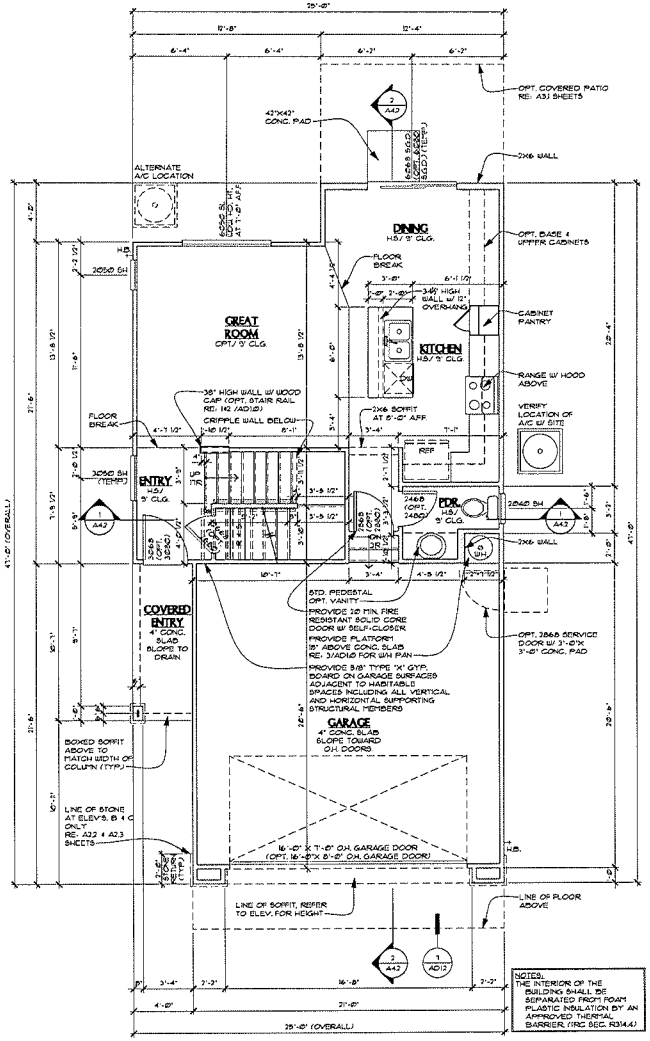
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ARCHITECTURAL FOUNDATION PLAN

Sheet Number:
A1.0
a

Z:\Architectural Revised\Las Vegas\Las Vegas Divisions\Warmington\Plans\L16H - Erin\L16H - Erin-FloorPlans.dwg, 7/13/2010 3:21:45 PM, rahrs



1 OPT. GOURMET KITCHEN
SCALE: 1/4"=1'-0" SIMILAR AT ALL ELEVATIONS



FIRST FLOOR
1 PLAN AT ELEVATION A (SIM. @ ELEV'S. B & C)
SCALE: 1/4"=1'-0"

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LAS VEGAS WARMINGTON

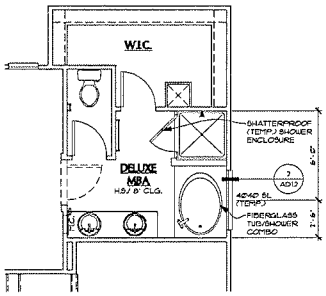
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L16H

Plan Name:
ERIN

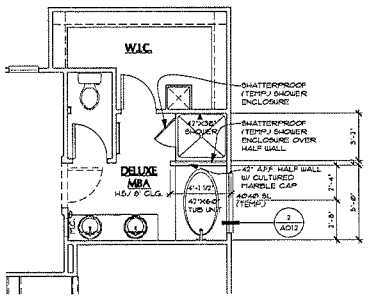
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FIRST FLOOR PLAN & OPTIONS

Sheet Number:
A1.1
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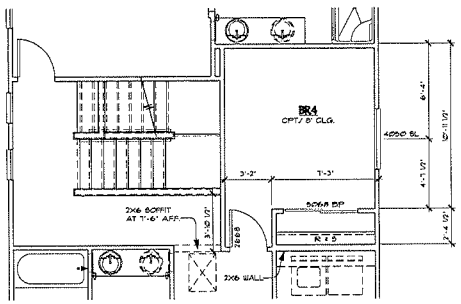
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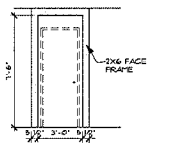
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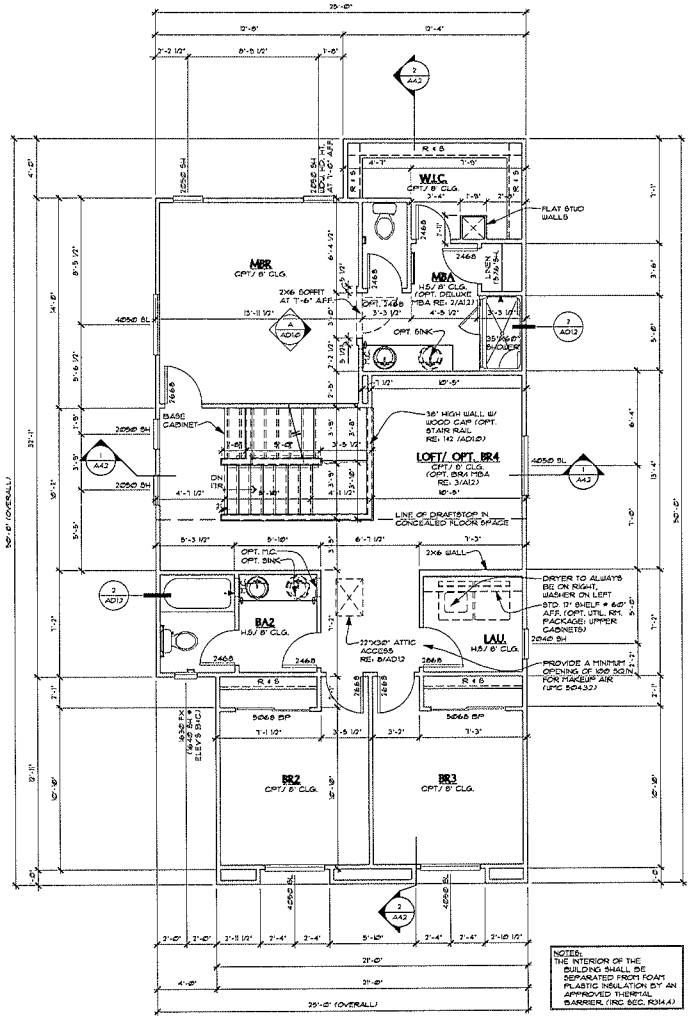
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SCALE: ¼"=1'-0" SIMILAR AT ALL ELEVATIONS



3 OPT. BEDROOM 4
SCALE: ¼"=1'-0" SIMILAR AT ALL ELEVATIONS



A
SCALE: ¼"=1'-0"



1 SECOND FLOOR PLAN AT ELEVATION A (SIM. @ ELEV'S. B & C)
SCALE: ¼"=1'-0"

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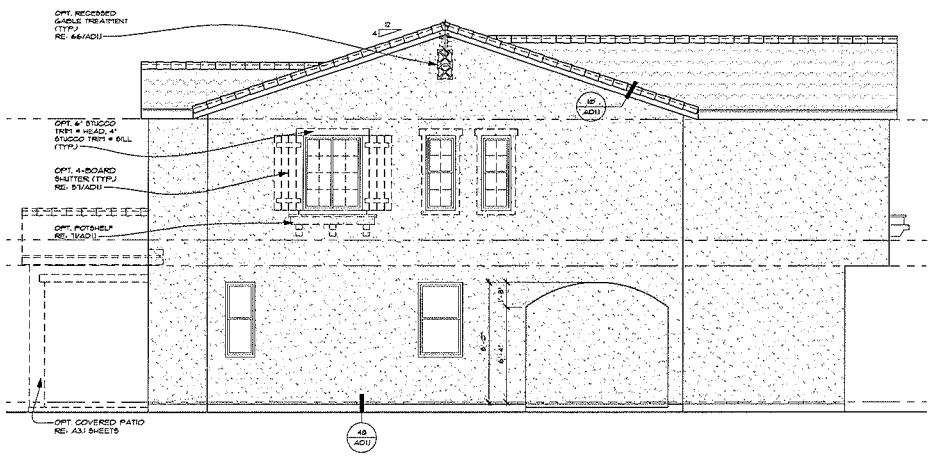
Plan Number:
L16H

Plan Name:
ERIN

Sheet Title:
SECOND FLOOR PLAN & OPTIONS

Sheet Number:
A1.2
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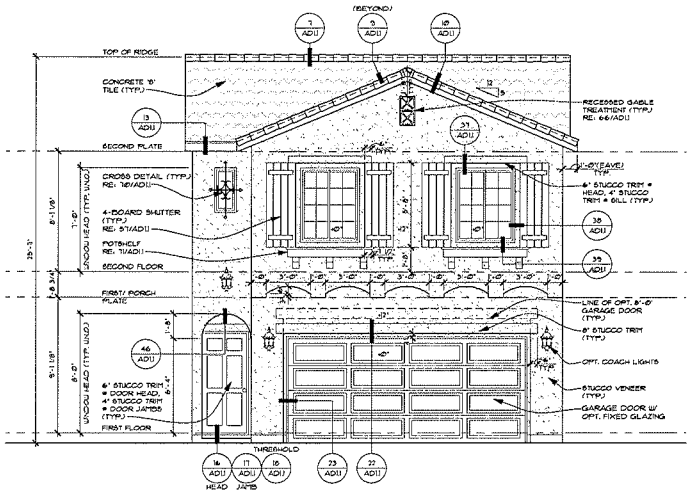
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3 LEFT ELEVATION A

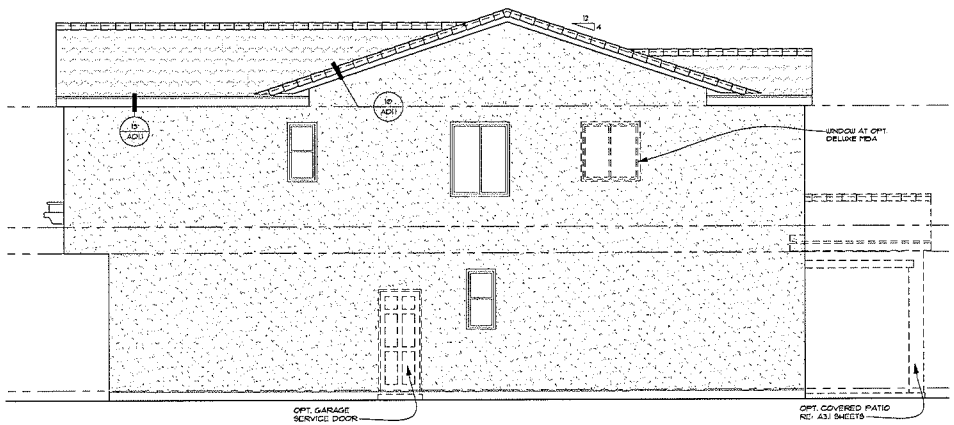
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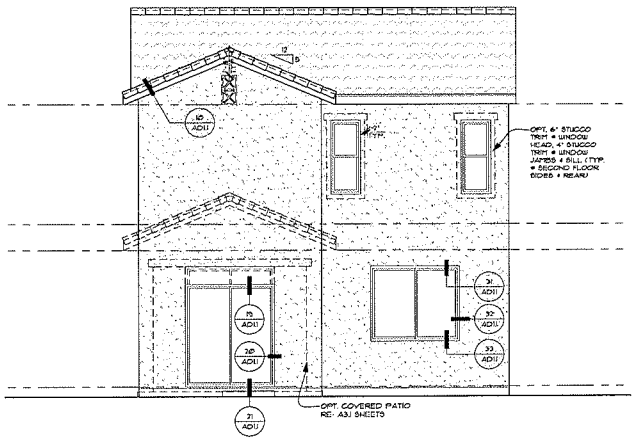
1 FRONT ELEVATION A

SCALE: ¼"=1'-0"



4 RIGHT ELEVATION A

SCALE: ¼"=1'-0"



2 REAR ELEVATION A

SCALE: ¼"=1'-0"

NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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LAS VEGAS WARMINGTON

Plan Number:

L16H

Plan Name:

ERIN

Sheet Title:

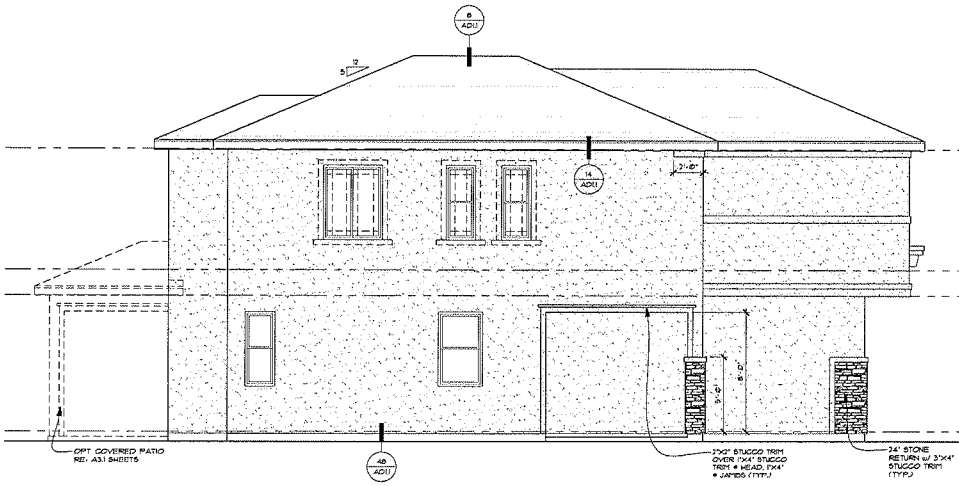
ELEVATION A

Sheet Number:

A2.1

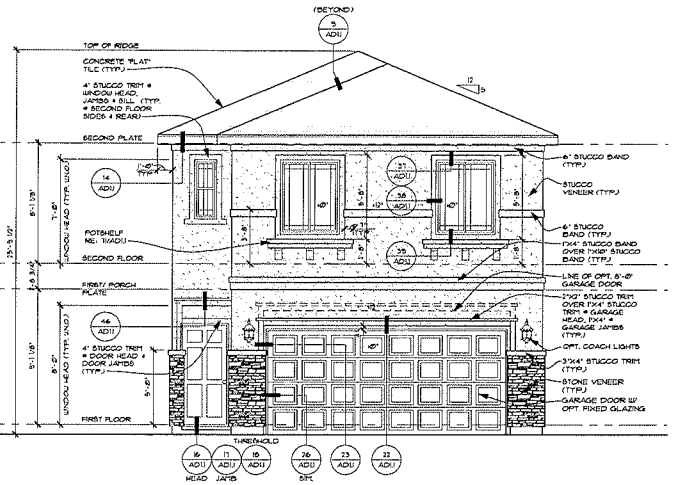
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3 LEFT ELEVATION B

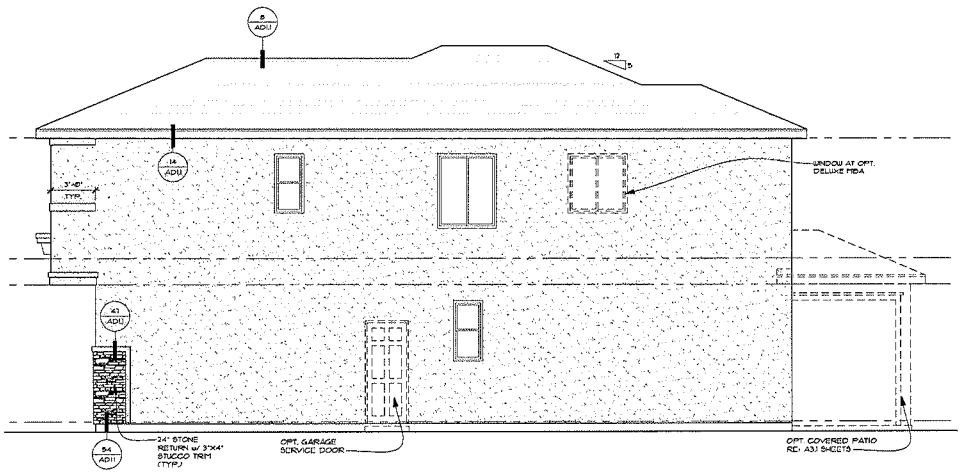
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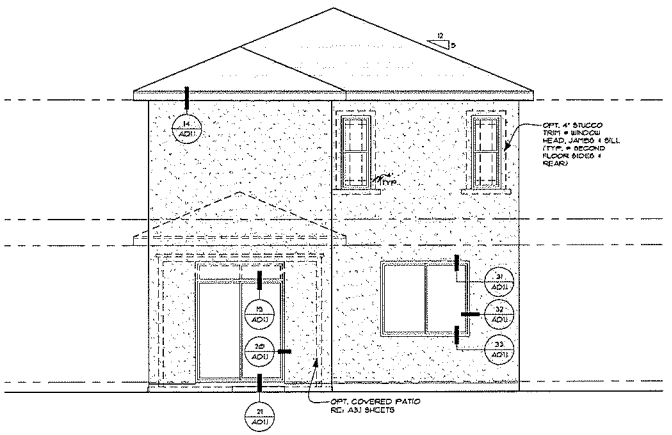
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NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED



4 RIGHT ELEVATION B

SCALE: 1/4"=1'-0"



2 REAR ELEVATION B

SCALE: 1/4"=1'-0"

NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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Date: 07/14/2010

Drawn By: R.H.J.A.

Revisions:

LAS VEGAS WARMINGTON

Plan Number:

L16H

Plan Name:

ERIN

Sheet Title:

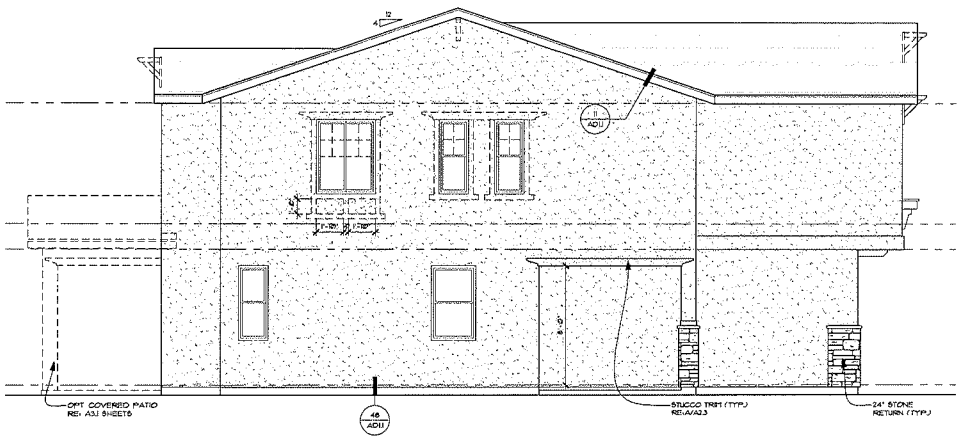
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Sheet Number:

A2.2

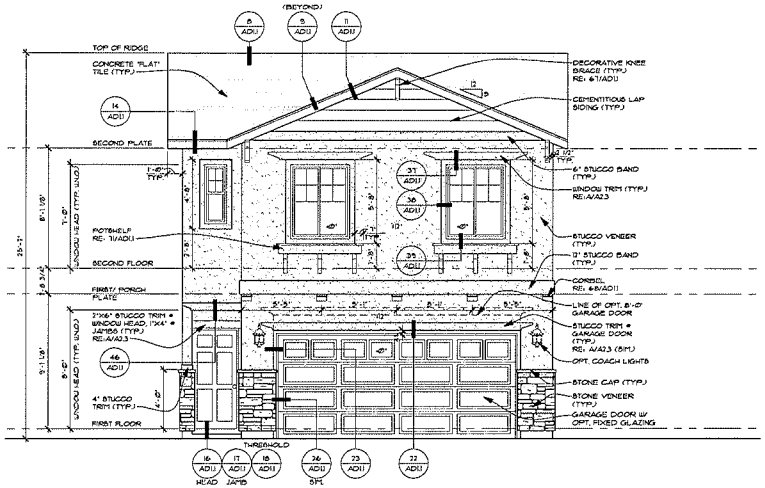
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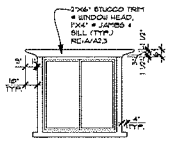


3 LEFT ELEVATION C
SCALE: 1/4"=1'-0"

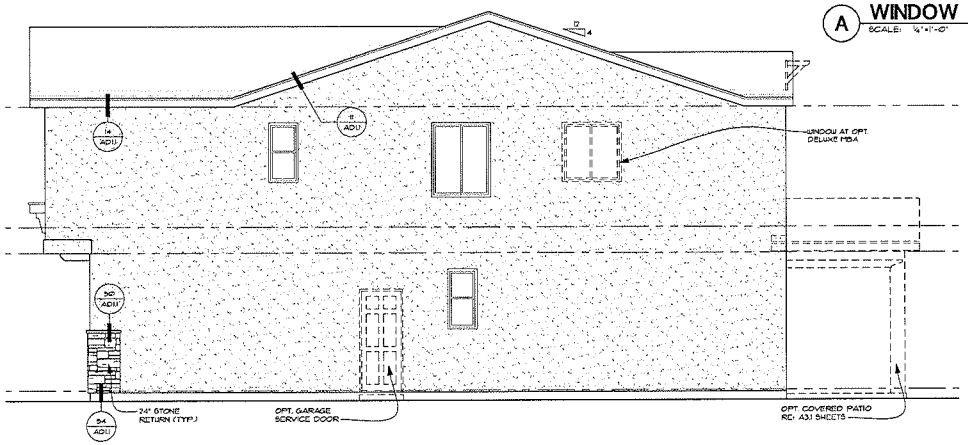
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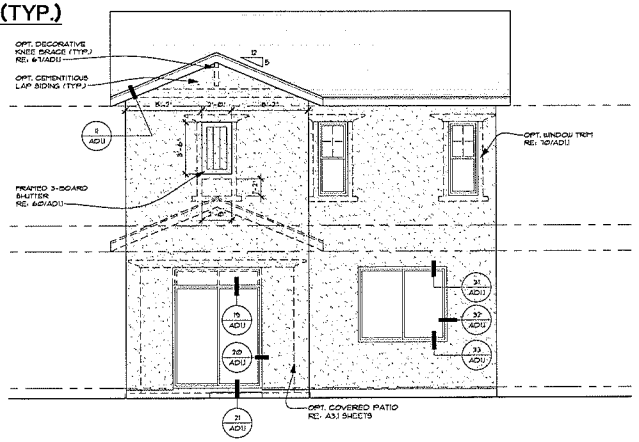
1 FRONT ELEVATION C
SCALE: 1/4"=1'-0"



A WINDOW TRIM (TYP.)
SCALE: 1/4"=1'-0"



4 RIGHT ELEVATION C
SCALE: 1/4"=1'-0"



2 REAR ELEVATION C
SCALE: 1/4"=1'-0"

NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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Revisions:

LAS VEGAS WARMINGTON

Plan Number:

L16H

Plan Name:

ERIN

Sheet Title:

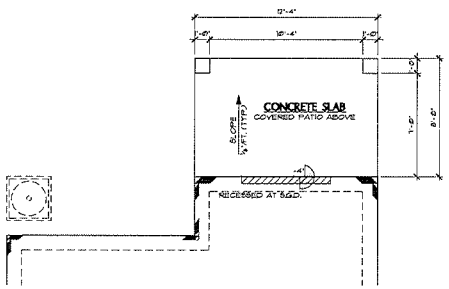
ELEVATION C

Sheet Number:

A2.3

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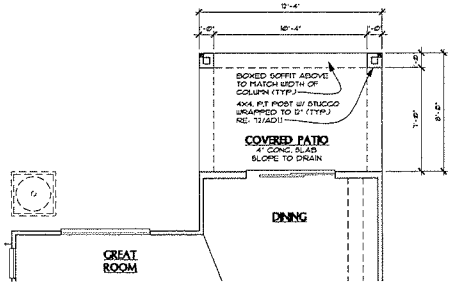
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OPT. COVERED PATIO
PARTIAL ARCHITECTURAL FOUNDATION PLAN

1 SCALE: 1/4"=1'-0"

SIMILAR AT ALL ELEVATIONS
RE: SHEET A1.0 FOR ADDITIONAL NOTES & DIMENSIONS



OPT. COVERED PATIO PARTIAL FLOOR PLAN PLAN

2 SCALE: 1/4"=1'-0"

SIMILAR AT ALL ELEVATIONS
RE: SHEET A1.0 FOR ADDITIONAL NOTES & DIMENSIONS

Z:\Architecture_Nevada\Las Vegas\Las Vegas Division\Warmington\L16H - Erin\Floor Plans.dwg, 7/15/2010 3:32:14 PM, rshiva

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Revisions:

LAS VEGAS
WARMINGTON

Plan Number:

L16H

Plan Name:

ERIN

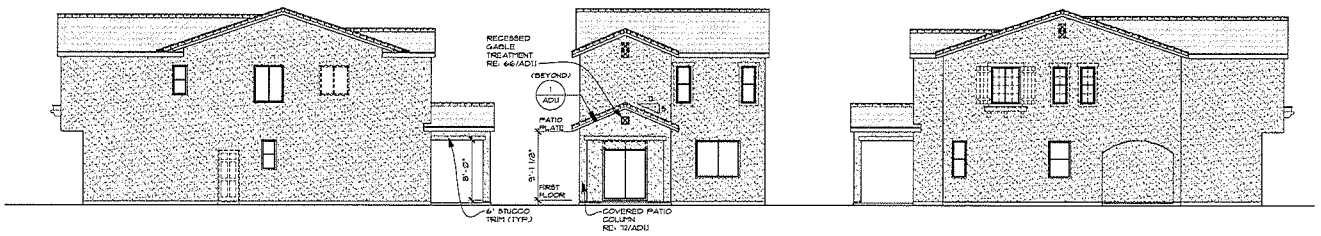
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OPT. COVERED PATIO PLANS

Sheet Number:

A3.1

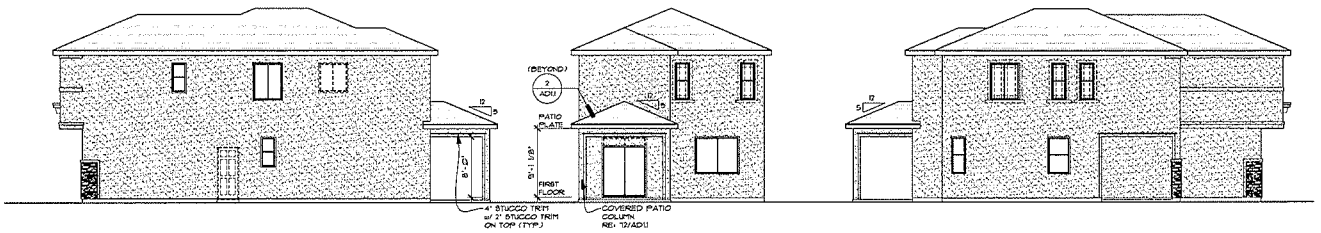
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3 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION A

SCALE: 1/4"=1'-0"

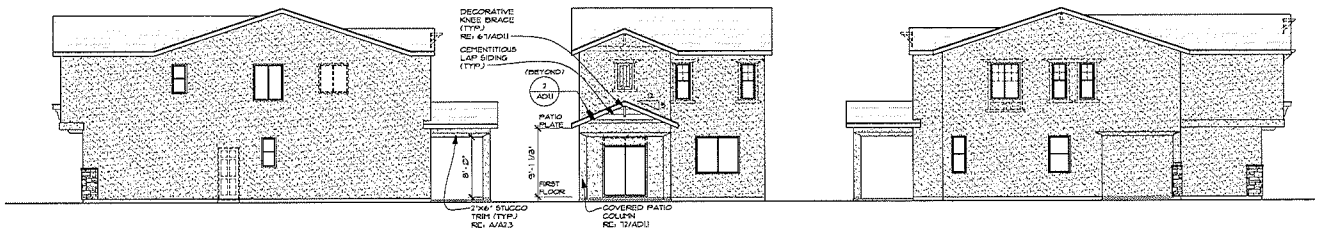
NO CHANGE AT FRONT ELEVATION
RE: SHEET A2.1 FOR ADDITIONAL NOTES & DIMENSIONS



4 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION B

SCALE: 1/4"=1'-0"

NO CHANGE AT FRONT ELEVATION
RE: SHEET A2.2 FOR ADDITIONAL NOTES & DIMENSIONS



5 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION C

SCALE: 1/4"=1'-0"

NO CHANGE AT FRONT ELEVATION
RE: SHEET A2.3 FOR ADDITIONAL NOTES & DIMENSIONS

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Revisions:

LAS VEGAS WARMINGTON

Plan Number:

L16H

Plan Name:

ERIN

Sheet Title:

OPT. COVERED PATIO ELEVATIONS

Sheet Number:

A3.1 b

Z:\Architectural_Vandalia\Las Vegas\Las Vegas Division\Warmington\L16H - ERIN\L16H - ERIN-Elev-Sects.dwg, 7/15/2010 3:22:04 PM, rains

RICHMOND AMERICAN HOMES

PROJECT DATA

PROJECT:	EMERSON at PROVIDENCE
MUNICIPALITY:	CITY OF LAS VEGAS
PLAN:	L11E - ELLIOTT
DATE:	07/14/2010

ENERGY COMPLIANCE:	RESCHECK
CONTRACTOR'S NAME:	RICHMOND AMERICAN HOMES of NEVADA, INC.
LICENSE CLASSIFICATION & NUMBER:	STATE CONTRACTOR LICENSE #0026417
DRAWINGS PREPARED BY:	R.H.J.A.

ADOPTED CODES

BUILDING:	2006	INTERNATIONAL RESIDENTIAL CODE
MECHANICAL:	2006	UNIFORM MECHANICAL CODE (IAMPO version)
PLUMBING:	2006	UNIFORM PLUMBING CODE (IAMPO version)
ELECTRICAL:	2005	NATIONAL ELECTRICAL CODE
ENERGY:	2006	INTERNATIONAL ENERGY CONSERVATION CODE
	2006	SOUTHERN NEVADA REGIONAL CODE INTERPRETATIONS BY SNBO
NOTE:		MUST COMPLY WITH ALL STATE AND LOCAL CODES IN EFFECT IN THE JURISDICTION IN WHICH THE WORK IS TO BE PERFORMED.

REQUIREMENTS FOR ARCHITECTURAL APPROVAL (ALL LOTS)

SHEETS	DESCRIPTION
-	-

REQUIREMENTS FOR ENHANCED REAR LOTS

NOTE: THE OPTIONS LISTED ABOVE WILL BE STANDARD AS NOTED TO COMPLY WITH DEVELOPER AND/OR CITY REQUIREMENTS. THERE MAY BE ADDITIONAL OPTIONS AVAILABLE THAT ARE NOT LISTED ABOVE.

SQUARE FOOTAGE CALC.

	FINISHED	OPT. FINISHED	UNFINISHED
2 CAR GARAGE	-	-	426 SQ. FT.
PORCH AREA	-	-	66 SQ. FT.
OPT. COVERED PATIO	-	-	94 SQ. FT.
FIRST FLOOR	302 SQ. FT.	-	-
SECOND FLOOR	800 SQ. FT.	-	-
TOTAL	1102 SQ.FT.		-

DATE	DELTA	REVISION
-	-	-

DRAWING SHEET INDEX

SHEET		DESCRIPTION
A0.0	a	COVER SHEET & SHEET INDEX
A1.0	a	ARCHITECTURAL FOUNDATION PLAN
A1.1	a	FIRST FLOOR PLAN
A1.2	a	SECOND FLOOR PLAN & OPTIONS
A2.1	a	ELEVATION A
A2.2	a	ELEVATION B
A2.3	a	ELEVATION C
A3.0	a	NOT USED
A3.1	a	OPT. COVERED PATIO - PLANS
	b	OPT. COVERED PATIO - ELEVATIONS
A4.1	a	ROOF PLANS
A4.2	a	BUILDING SECTIONS
A5.1	a	FLOORING BREAKS - FIRST FLOOR
	b	FLOORING BREAKS - SECOND FLOOR
AD1.0	a	INTERIOR & COMMON DETAILS
AD1.1	a	EXTERIOR ELEVATION DETAILS
	b	EXTERIOR ELEVATION DETAILS
	c	EXTERIOR ELEVATION DETAILS
	d	EXTERIOR ELEVATION DETAILS
	e	EXTERIOR ELEVATION DETAILS
AD1.2	a	THERMAL BARRIER DETAILS
	b	THERMAL BARRIER DETAILS
AD1.3	a	EXTERIOR ELEVATION DETAILS (1 HOUR) FIRE RATED
E0.0		ELECTRICAL SPECS, NOTES, LEGEND & SHEET INDEX
E1.1		FIRST & SECOND FLOOR ELECTRICAL PLANS, OPTIONS & LOAD CALCS
M0.0		IECC REPORT & MECHANICAL LOAD CALCS
M1.1		MECHANICAL PLAN - ELEVATIONS A & C
M1.2		MECHANICAL PLAN - ELEVATION B
P1.1	a	FIRST FLOOR PLUMBING PLAN
P1.2	a	SECOND FLOOR PLUMBING PLAN
S0.0	a	STRUCTURAL SPECIFICATIONS & NOTES
	b	STRUCTURAL SPECIFICATIONS & NOTES
S1.0	a	POST-TENSIONED FOUNDATION PLAN
S1.1		NOT USED
S1.2	a	FLOOR & LOW ROOF FRAMING PLAN
S1.3	a	ROOF FRAMING PLAN
	b	ROOF FRAMING PLAN
SD	1	POST-TENSIONED FOUNDATION DETAILS
	1.1	POST-TENSIONED FOUNDATION DETAILS
	2	GENERAL FRAMING DETAILS
	2.1	GENERAL FRAMING DETAILS
	2.2	GENERAL FRAMING DETAILS
	3	ROOF FRAMING DETAILS
	4	FLOOR FRAMING DETAILS

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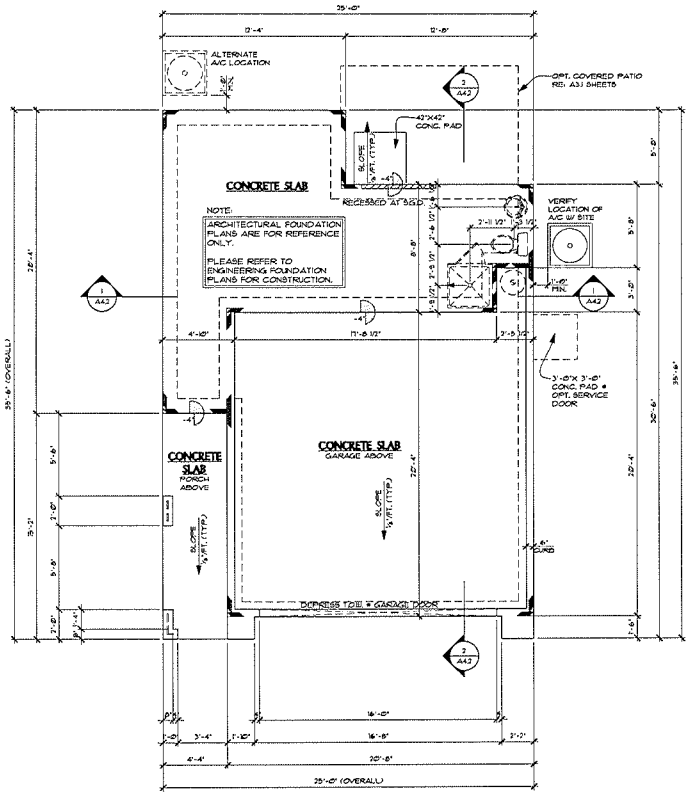
LAS VEGAS
EMERSON

Plan Number:
L11E

Plan Name:
ELLIOTT

Sheet Title:
COVER SHEET
&
SHEET INDEX

Sheet Number:
A0.0
a



ARCHITECTURAL FOUNDATION
1 PLAN AT ELEVATION A (SIM. AT ELEV'S. B & C)
SCALE: 1/4"=1'-0"

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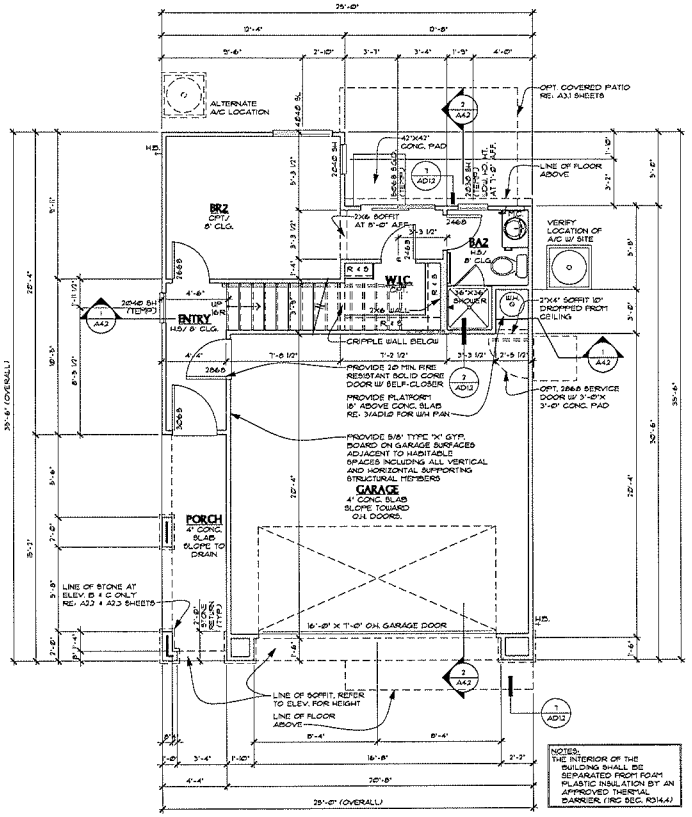
Plan Number:
L11E

Plan Name:
ELLIOTT

Sheet Title:
ARCHITECTURAL FOUNDATION PLAN

Sheet Number:
A1.0
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FIRST FLOOR PLAN
AT ELEVATION A (SIM. AT ELEV'S. B & C)

1 SCALE: 1/4"=1'-0"

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Revisions:

LAS VEGAS WARMINGTON

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L11E

Plan Name:

ELLIOTT

Sheet Title:

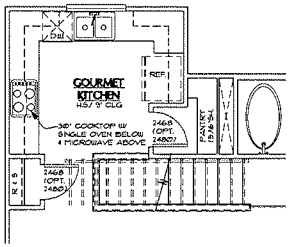
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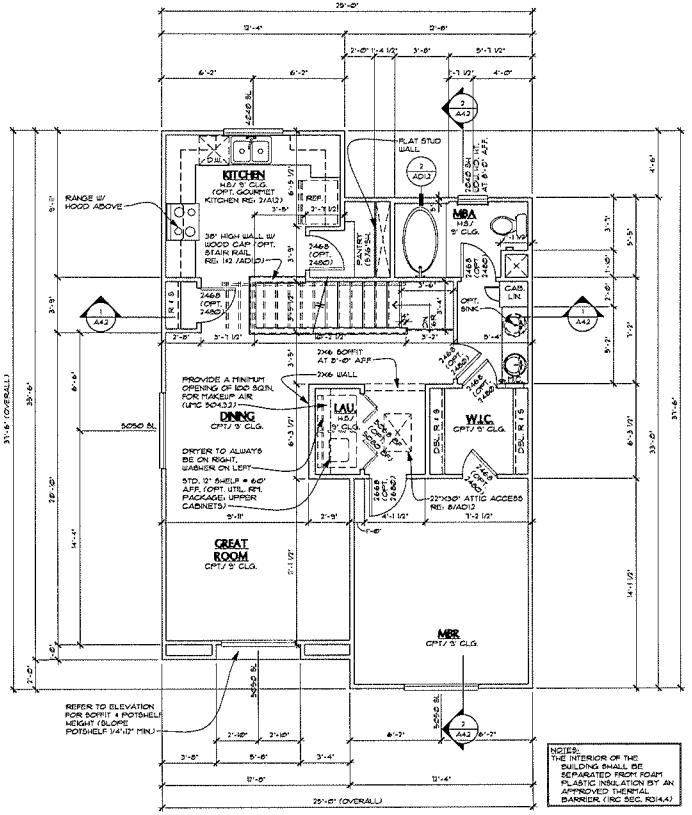
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Z:\Architectural_Nevada\Las Vegas\Las Vegas Division\Warmington\L11E - Elliott\L11E - Elliott Floor Plans.dwg, 7/15/2010 3:16:07 PM, rahms



2 OPT. GOURMET KITCHEN
SCALE: ¼"=1'-0"



SECOND FLOOR PLAN
AT ELEVATION A (SIM. AT ELEV'S. B & C)

1 SCALE: ¼"=1'-0"

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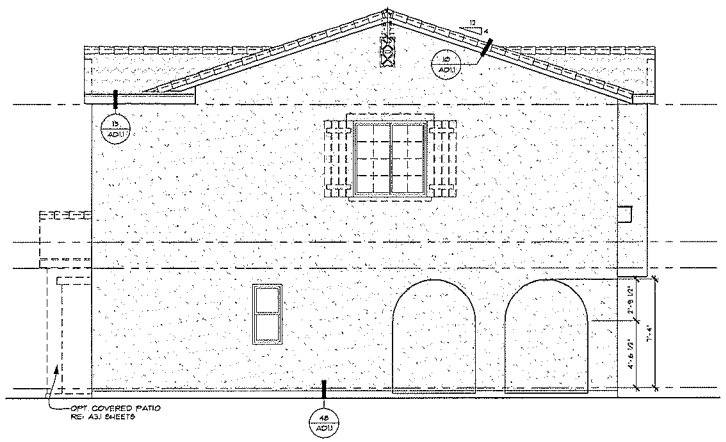
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L11E

Plan Name:
ELLIOTT

Sheet Title:
SECOND FLOOR PLAN & OPTIONS

Sheet Number:
A1.2
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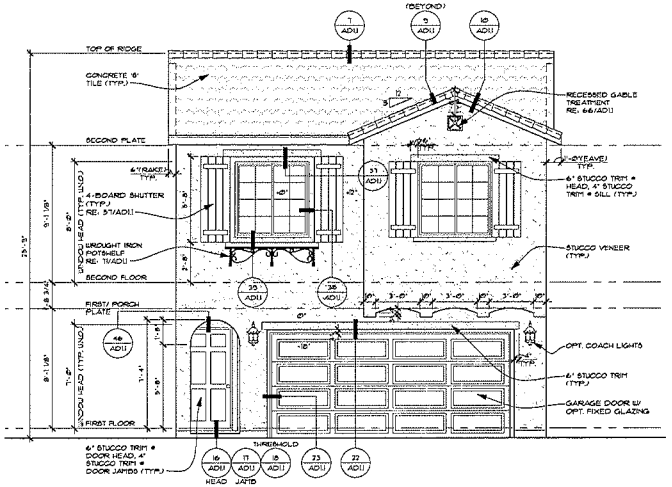
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3 LEFT ELEVATION A

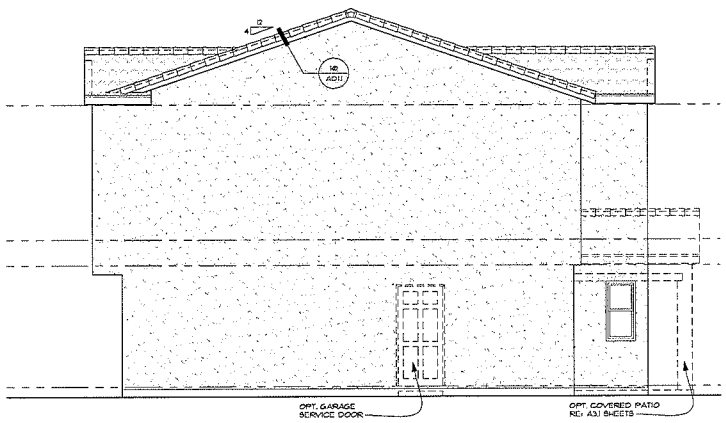
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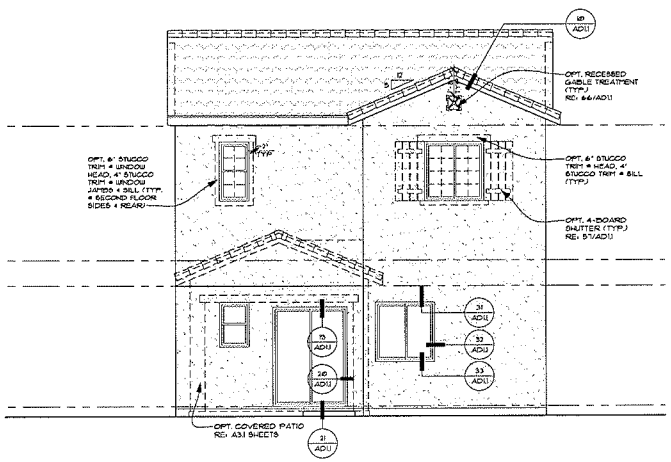
1 FRONT ELEVATION A

SCALE: ¼"=1'-0"



4 RIGHT ELEVATION A

SCALE: ¼"=1'-0"



2 REAR ELEVATION A

SCALE: ¼"=1'-0"

NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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Drawn By: RH,J.A.

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LAS VEGAS WARMINGTON

Plan Number:

L11E

Plan Name:

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Sheet Title:

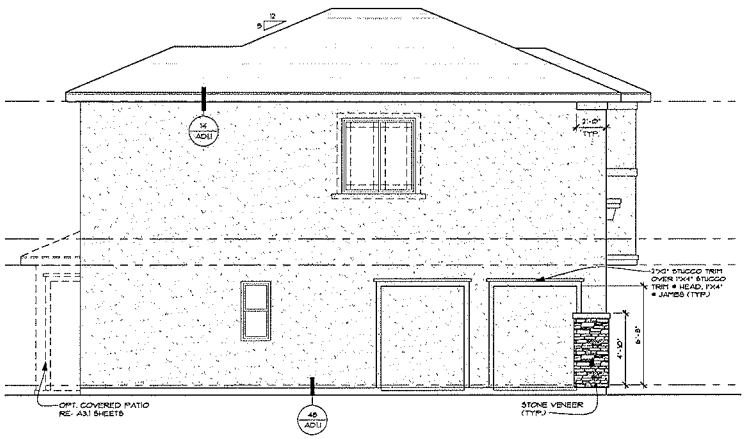
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Sheet Number:

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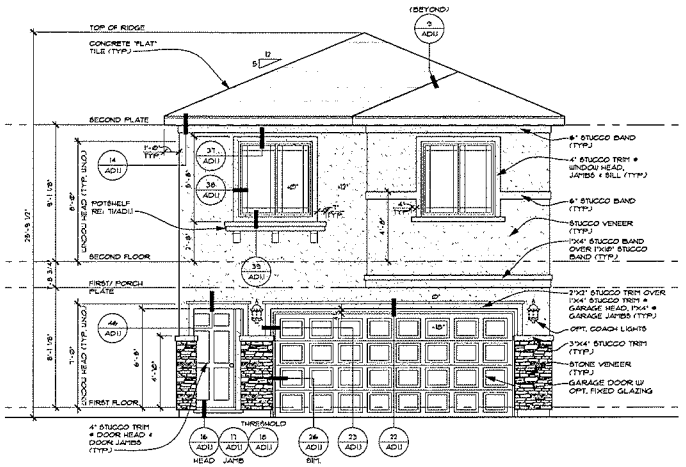
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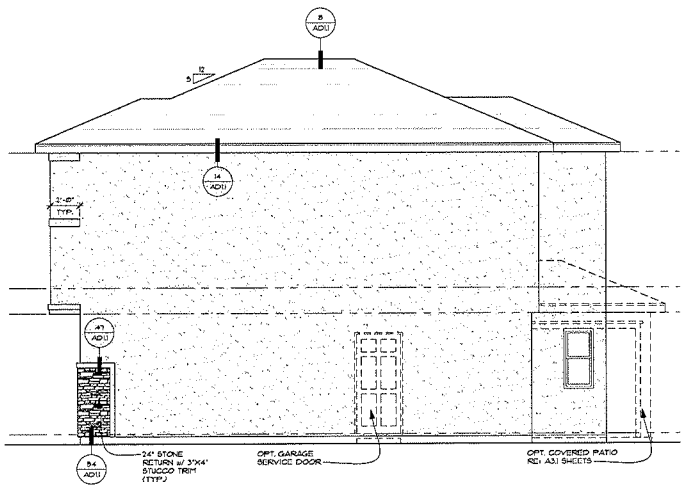


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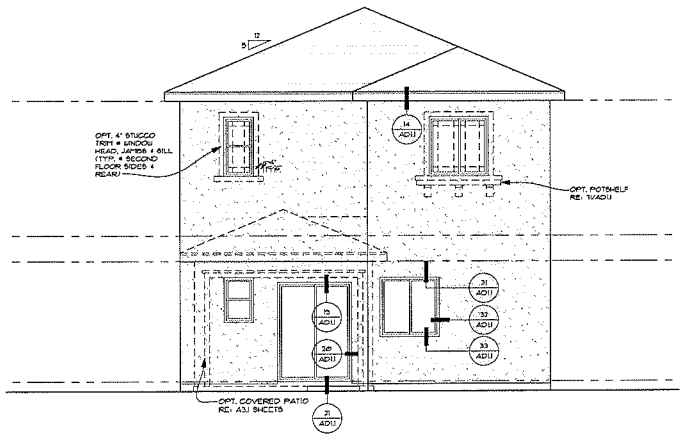
NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED



1 FRONT ELEVATION B
SCALE: 1/4"=1'-0"



4 RIGHT ELEVATION B
SCALE: 1/4"=1'-0"



2 REAR ELEVATION B
SCALE: 1/4"=1'-0"

NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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Date: 07/14/2010
Drawn By: RHJA
Revisions:

LAS VEGAS WARMINGTON

Plan Number:
L11E

Plan Name:
ELLIOTT

Sheet Title:
ELEVATION B

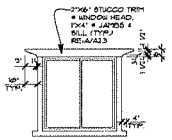
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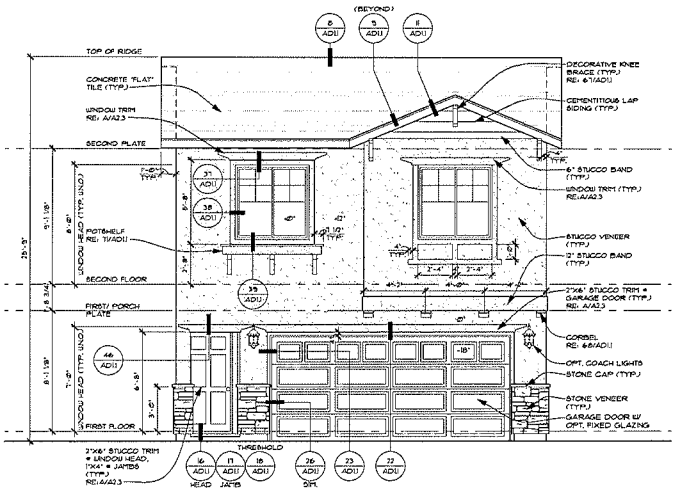


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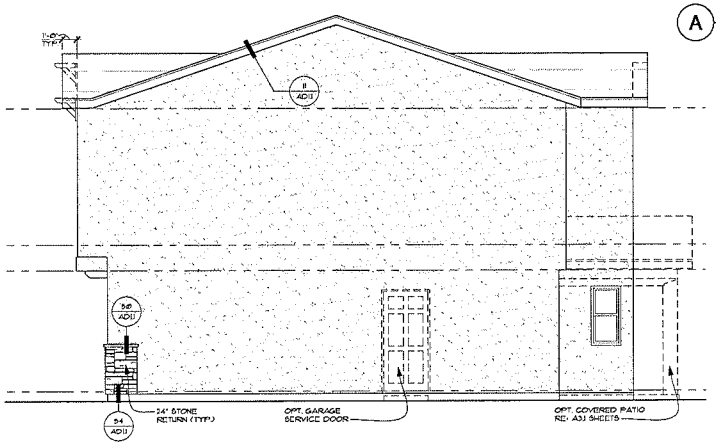
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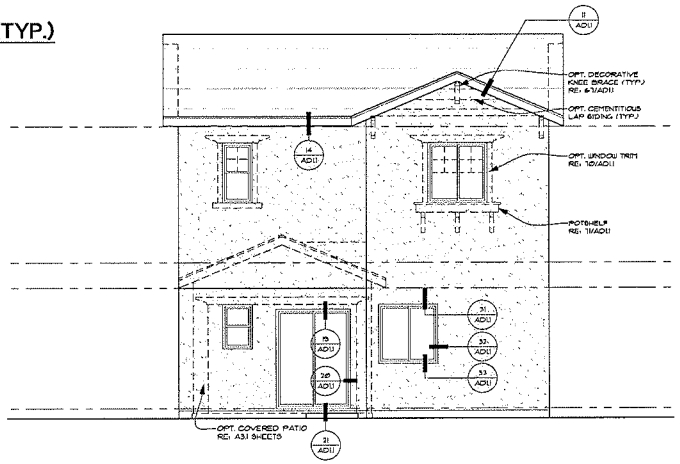
A WINDOW TRIM (TYP.)
SCALE: 1/4"=1'-0"



1 FRONT ELEVATION C
SCALE: 1/4"=1'-0"



4 RIGHT ELEVATION C
SCALE: 1/4"=1'-0"



2 REAR ELEVATION C
SCALE: 1/4"=1'-0"

NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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Drawn By: R.H.J.A.

Revisions:

LAS VEGAS WARMINGTON

Plan Number:

L11E

Plan Name:

ELLIOTT

Sheet Title:

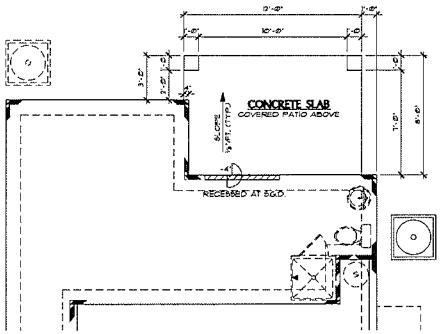
ELEVATION C

Sheet Number:

A2.3

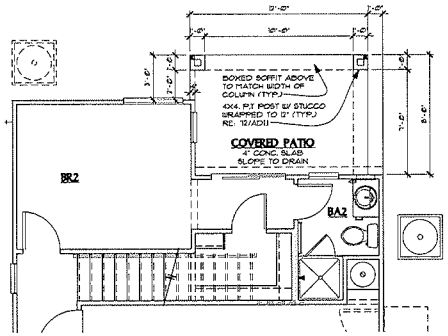
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Z:\Architecture_Revit\Las Vegas\Las Vegas Division\Warmington\L11E - Elliott\L11E - Elliott Elev Sects.dwg 7/13/2010 3:16:20 PM rakins



OPT. COVERED PATIO
PARTIAL ARCHITECTURAL FOUNDATION PLAN

1 SCALE: 1/4"=1'-0" SIMILAR AT ALL ELEVATIONS
RE: SHEET A1.0 FOR ADDITIONAL NOTES & DIMENSIONS



OPT. COVERED
PATIO PARTIAL FLOOR PLAN PLAN

2 SCALE: 1/4"=1'-0" SIMILAR AT ALL ELEVATIONS
RE: SHEET A1.1 FOR ADDITIONAL NOTES & DIMENSIONS

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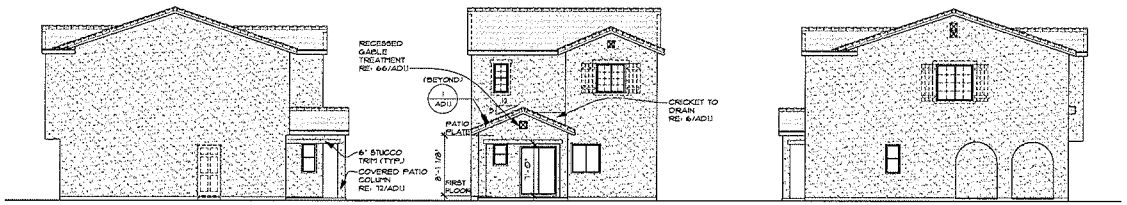
Plan Number:
L11E

Plan Name:
ELLIOTT

Sheet Title:
OPT. COVERED PATIO PLANS

Sheet Number:
A3.1
a

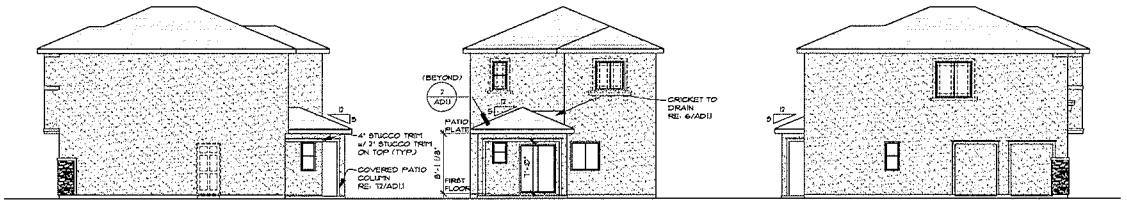
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3 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION A

SCALE: 1/4"=1'-0"

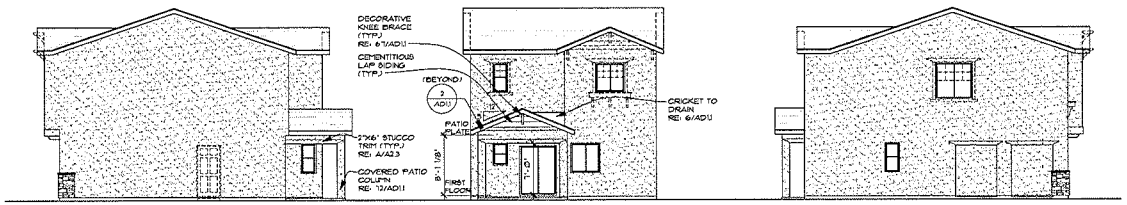
NO CHANGE AT FRONT ELEVATION
RE: SHEET A2.1 FOR ADDITIONAL NOTES & DIMENSIONS



4 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION B

SCALE: 1/4"=1'-0"

NO CHANGE AT FRONT ELEVATION
RE: SHEET A2.2 FOR ADDITIONAL NOTES & DIMENSIONS



5 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION C

SCALE: 1/4"=1'-0"

NO CHANGE AT FRONT ELEVATION
RE: SHEET A2.3 FOR ADDITIONAL NOTES & DIMENSIONS

Z:\Architecture\L_Models\Las Vegas\Las Vegas Division\Warmington\L11E - Elliott\L11E - Elliott Elev Sheet.dwg, 7/15/2010 2:16:37 PM, rahms

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LAS VEGAS
WARMINGTON

Plan Number:
L11E

Plan Name:
ELLIOTT

Sheet Title:
OPT. COVERED PATIO ELEVATIONS

Sheet Number:
A3.1
b

RICHMOND AMERICAN HOMES

PROJECT DATA

PROJECT:	EMERSON at PROVIDENCE
MUNICIPALITY:	CITY OF LAS VEGAS
PLAN:	L14E - EMILIA
DATE:	07/14/2010

ENERGY COMPLIANCE:	RESCHECK
CONTRACTOR'S NAME:	RICHMOND AMERICAN HOMES of NEVADA, INC.
LICENSE CLASSIFICATION & NUMBER:	STATE CONTRACTOR LICENSE #0026417
DRAWINGS PREPARED BY:	RHJA.

ADOPTED CODES

BUILDING:	2006	INTERNATIONAL RESIDENTIAL CODE
MECHANICAL:	2006	UNIFORM MECHANICAL CODE (IAMPO version)
PLUMBING:	2006	UNIFORM PLUMBING CODE (IAMPO version)
ELECTRICAL:	2005	NATIONAL ELECTRICAL CODE
ENERGY:	2006	INTERNATIONAL ENERGY CONSERVATION CODE
	2006	SOUTHERN NEVADA REGIONAL CODE INTERPRETATIONS BY SNBO
NOTE:		MUST COMPLY WITH ALL STATE AND LOCAL CODES IN EFFECT IN THE JURISDICTION IN WHICH THE WORK IS TO BE PERFORMED.

REQUIREMENTS FOR ARCHITECTURAL APPROVAL (ALL LOTS)

SHEETS	DESCRIPTION
-	-

REQUIREMENTS FOR ENHANCED REAR LOTS

NOTE: THE OPTIONS LISTED ABOVE WILL BE STANDARD AS NOTED TO COMPLY WITH DEVELOPER AND/OR CITY REQUIREMENTS. THERE MAY BE ADDITIONAL OPTIONS AVAILABLE THAT ARE NOT LISTED ABOVE.

SQUARE FOOTAGE CALC.

	FINISHED	OPT. FINISHED	UNFINISHED
2 CAR GARAGE	-	-	436 SQ. FT.
PORCH AREA	-	-	26 SQ. FT.
OPT. COVERED PATIO	-	-	99 SQ. FT.
FIRST FLOOR	575 SQ. FT.	-	-
SECOND FLOOR	844 SQ. FT.	-	-
TOTAL	1419 SQ.FT.		-

DATE	DELTA	REVISION
-	-	-

DRAWING SHEET INDEX

SHEET		DESCRIPTION
A0.0	a	COVER SHEET & SHEET INDEX
A1.0	a	ARCHITECTURAL FOUNDATION PLAN- ELEV. A & OPTIONS
A1.1	a	FIRST FLOOR PLAN- ELEV. A & OPTIONS
	b	PARTIAL FIRST FLOOR PLAN- ELEV. B & C
A1.2	a	SECOND FLOOR PLAN & OPTIONS
A2.1	a	ELEVATION A
A2.2	a	ELEVATION B
A2.3	a	ELEVATION C
A3.0	a	NOT USED
A3.1	a	OPT. COVERED PATIO - PLANS
	b	OPT. COVERED PATIO - ELEVATIONS
A4.1	a	ROOF PLANS
A4.2	a	BUILDING SECTIONS
A5.1	a	FLOORING BREAKS - FIRST FLOOR
	b	FLOORING BREAKS - SECOND FLOOR
A01.0	a	INTERIOR & COMMON DETAILS
A01.1	a	EXTERIOR ELEVATION DETAILS
	b	EXTERIOR ELEVATION DETAILS
	c	EXTERIOR ELEVATION DETAILS
	d	EXTERIOR ELEVATION DETAILS
	e	EXTERIOR ELEVATION DETAILS
A01.2	a	THERMAL BARRIER DETAILS
	b	THERMAL BARRIER DETAILS
A01.3	a	EXTERIOR ELEVATION DETAILS (1 HOUR) FIRE RATED
E0.0	a	ELECTRICAL SPECS, NOTES, LEGEND & SHEET INDEX
E1.1	a	FIRST FLOOR ELECTRICAL PLAN, OPTIONS & LOAD CALCS
E1.2	a	SECOND FLOOR ELECTRICAL PLAN, OPTIONS & LOAD CALCS
M0.0		IECC REPORT & MECHANICAL LOAD CALCS
M1.1		MECHANICAL PLAN - ELEVATIONS A, B & C
P1.1	a	FIRST FLOOR PLUMBING PLAN
P1.2	a	SECOND FLOOR PLUMBING PLAN
S0.0	a	STRUCTURAL SPECIFICATIONS & NOTES
	b	STRUCTURAL SPECIFICATIONS & NOTES
S1.0	a	POST-TENSIONED FOUNDATION PLAN
S1.1		NOT USED
S1.2	a	FLOOR & LOW ROOF FRAMING PLAN
	b	FLOOR & LOW ROOF FRAMING PLAN
S1.3	a	ROOF FRAMING PLAN
	b	ROOF FRAMING PLAN
S1.0	1	POST-TENSIONED FOUNDATION DETAILS
	1.1	POST-TENSIONED FOUNDATION DETAILS
	2	GENERAL FRAMING DETAILS
	2.1	GENERAL FRAMING DETAILS
	2.2	GENERAL FRAMING DETAILS
	3	ROOF FRAMING DETAILS
	4	FLOOR FRAMING DETAILS

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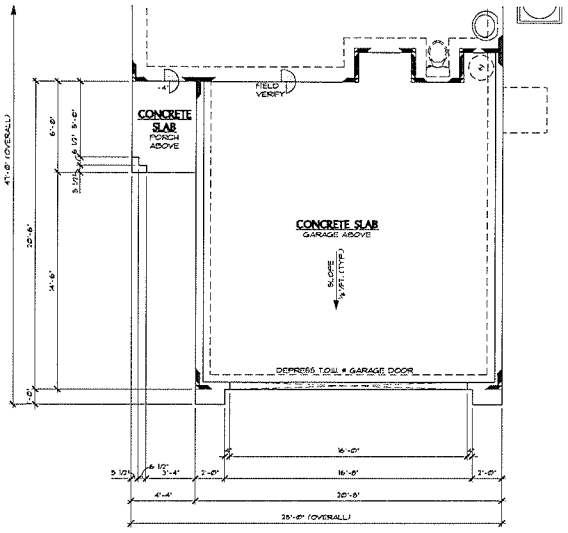
LAS VEGAS
EMERSON

Plan Number:
L14E

Plan Name:
EMILIA

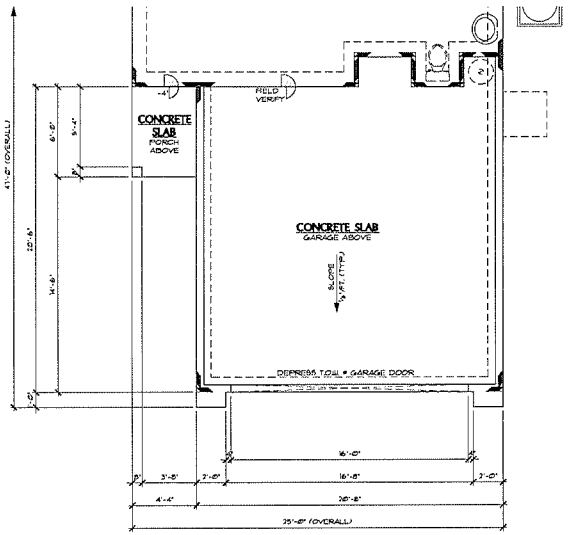
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COVER SHEET
&
SHEET INDEX

Sheet Number:
A0.0
a



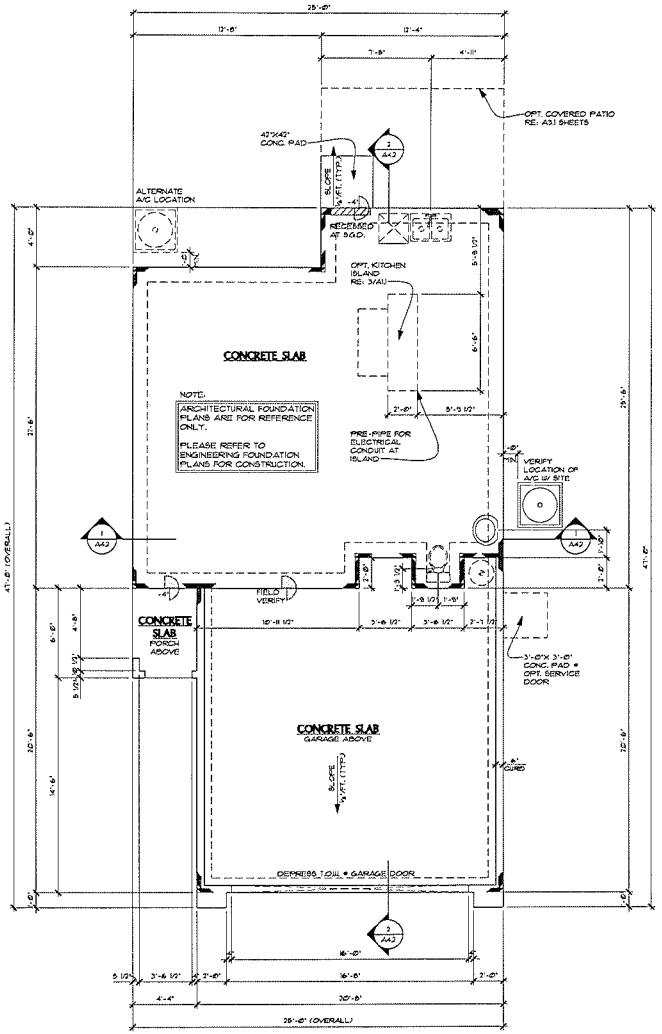
ARCHITECTURAL FOUNDATION PLAN AT ELEVATION B

2 SCALE: ¼"=1'-0"



ARCHITECTURAL FOUNDATION PLAN AT ELEVATION C

3 SCALE: ¼"=1'-0"



ARCHITECTURAL FOUNDATION PLAN AT ELEVATION A

1 SCALE: ¼"=1'-0"

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Revisions:

LAS VEGAS WARMINGTON

Plan Number:

L14E

Plan Name:

EMILIA

Sheet Title:

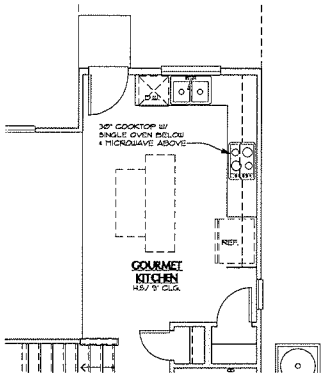
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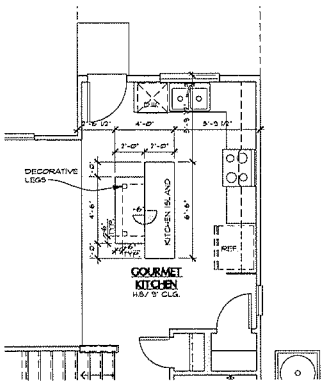
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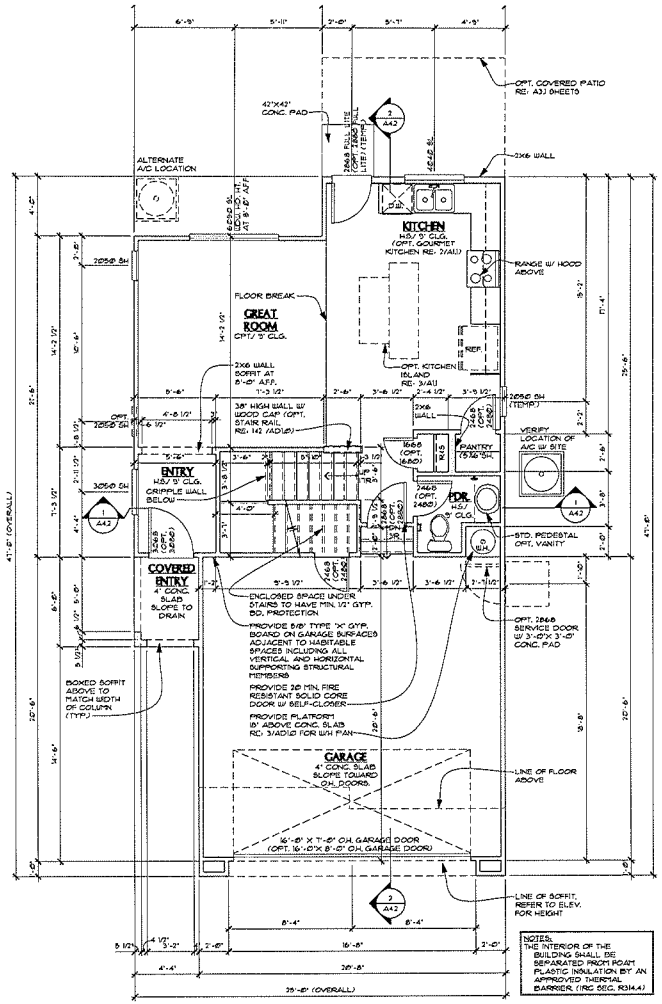
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2 OPT. GOURMET KITCHEN
SCALE: ¼"=1'-0" SIMILAR AT ALL ELEVATIONS



3 OPT. KITCHEN ISLAND
SCALE: ¼"=1'-0" SIMILAR AT ALL ELEVATIONS



1 FIRST FLOOR PLAN AT ELEVATION A
SCALE: ¼"=1'-0"

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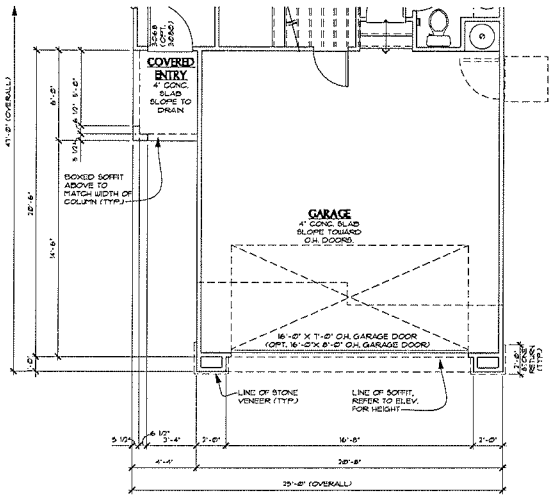
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L14E

Plan Name:
EMILIA

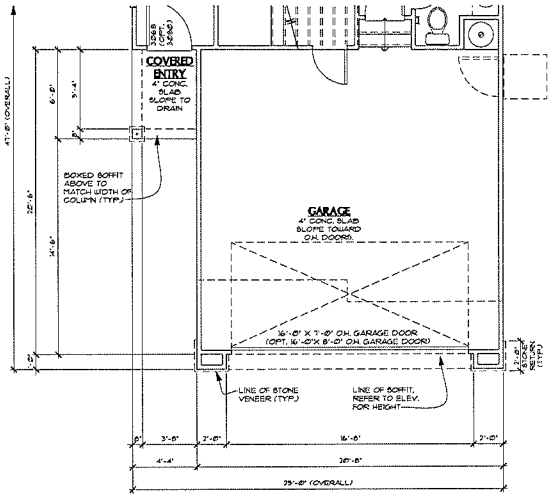
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FIRST FLOOR
PLAN &
OPTIONS

Sheet Number:
A1.1
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FIRST
4 FLOOR PLAN AT ELEVATION B
SCALE: 1/4"=1'-0" RE: SHEET A11 FOR ADDITIONAL NOTES & DIMENSIONS



FIRST
5 FLOOR PLAN AT ELEVATION C
SCALE: 1/4"=1'-0" RE: SHEET A11 FOR ADDITIONAL NOTES & DIMENSIONS

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WARMINGTON

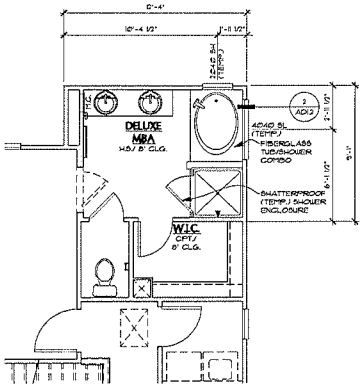
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Plan Name:
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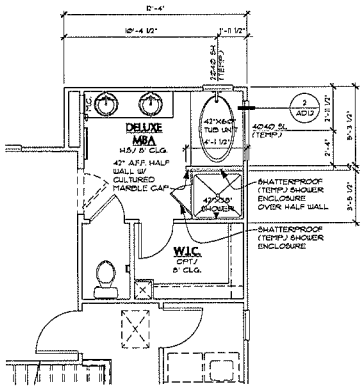
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Sheet Number:
A1.1
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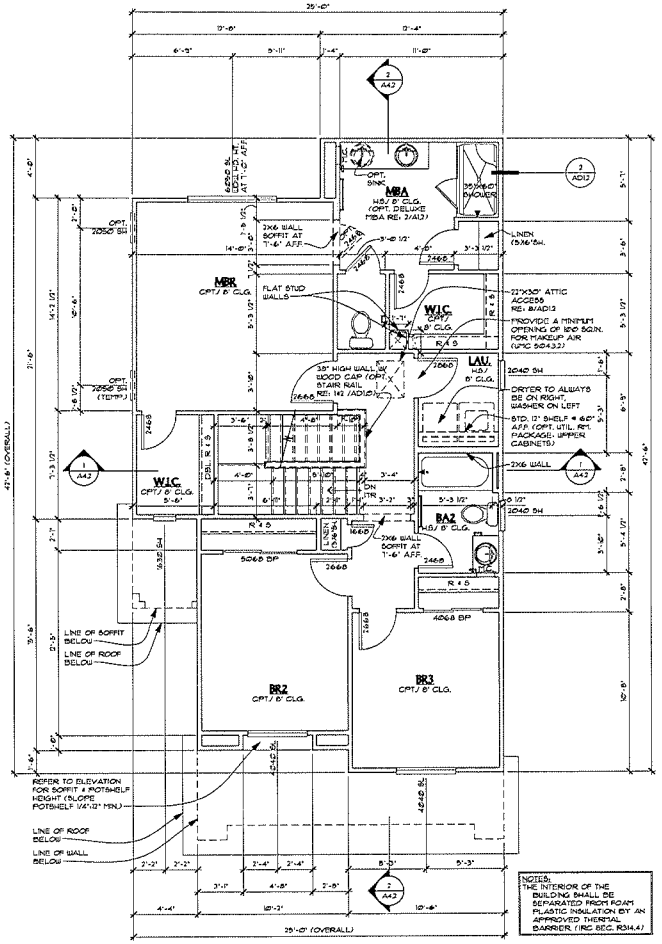
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2a OPT. DELUXE MBA #1
SCALE: ¼"=1'-0"



2b OPT. DELUXE MBA #2
SCALE: ¼"=1'-0"



SECOND FLOOR PLAN
AT ELEVATION A (SIM. AT ELEV'S. B & C)
1 SCALE: ¼"=1'-0"

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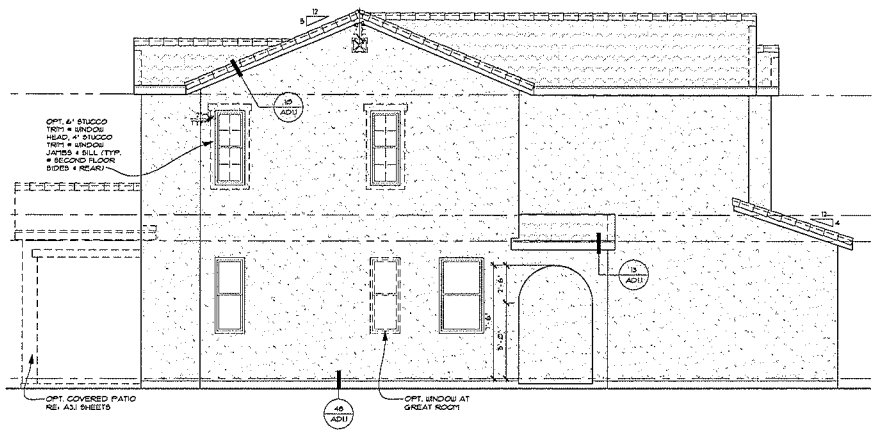
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L14E

Plan Name:
EMILIA

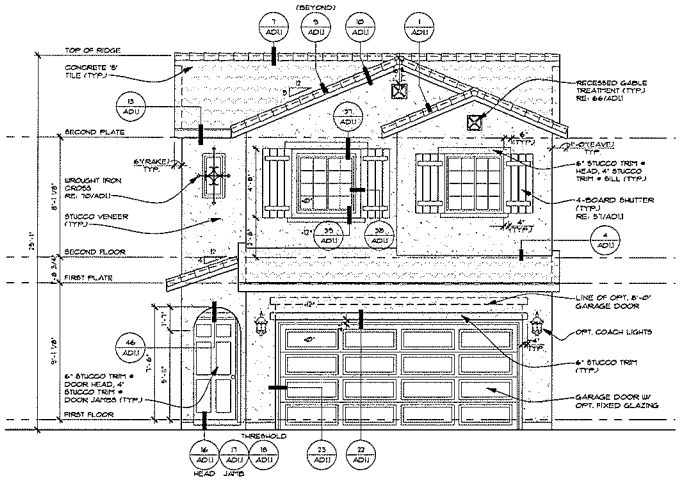
Sheet Title:
SECOND FLOOR PLAN & OPTIONS

Sheet Number:
A1.2
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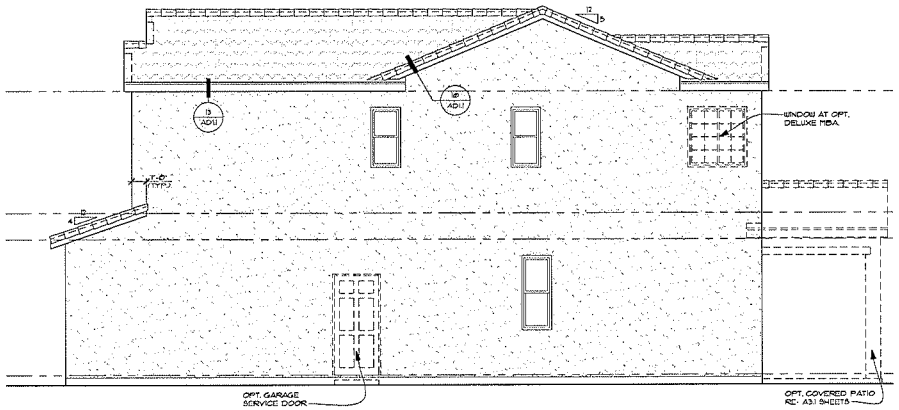
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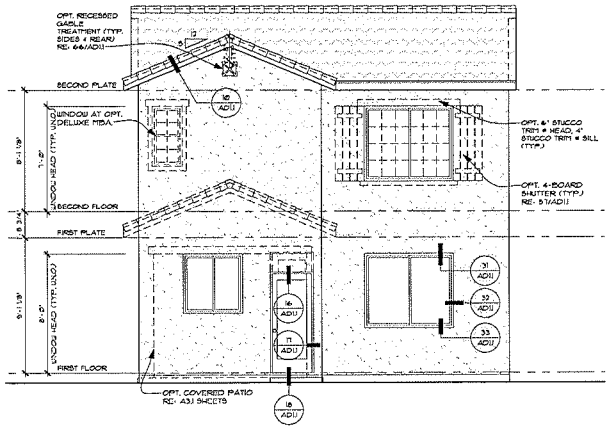
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SCALE: ¼"=1'-0"



1 FRONT ELEVATION A
SCALE: ¼"=1'-0"



4 RIGHT ELEVATION A
SCALE: ¼"=1'-0"



2 REAR ELEVATION A
SCALE: ¼"=1'-0"
NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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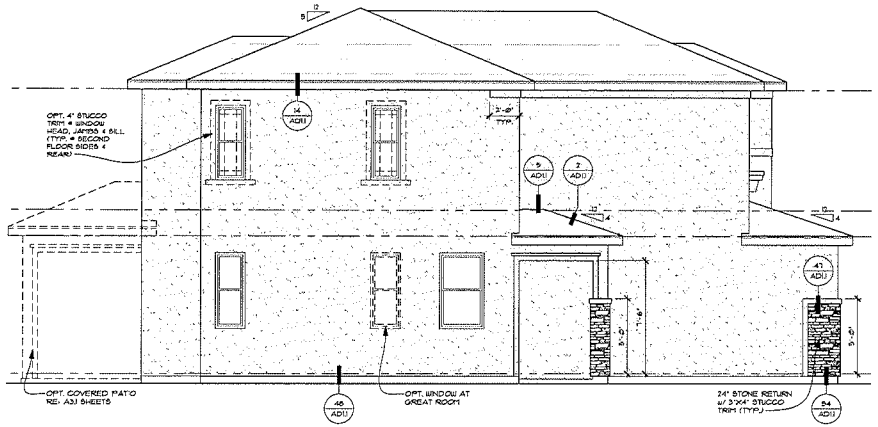
Plan Number:
L14E

Plan Name:
EMILIA

Sheet Title:
ELEVATION A

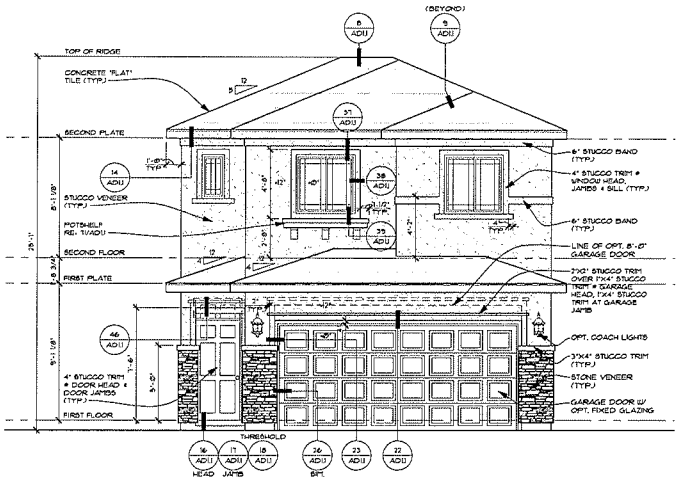
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A2.1
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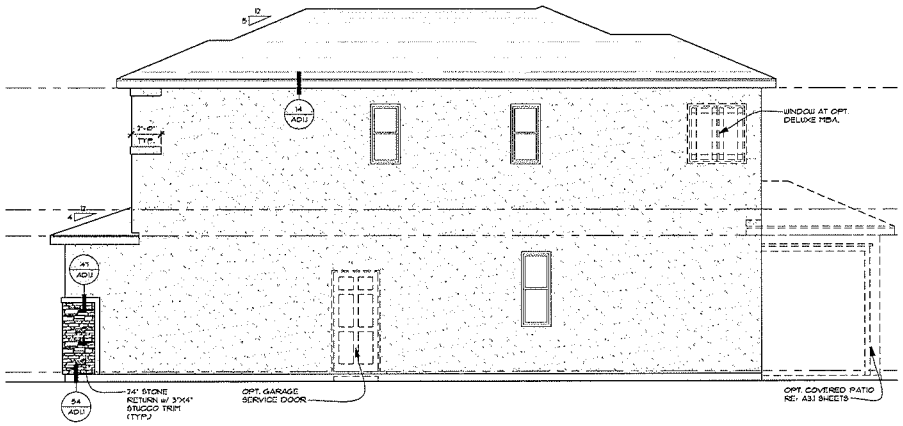


3 LEFT ELEVATION B
SCALE: ¼"=1'-0"

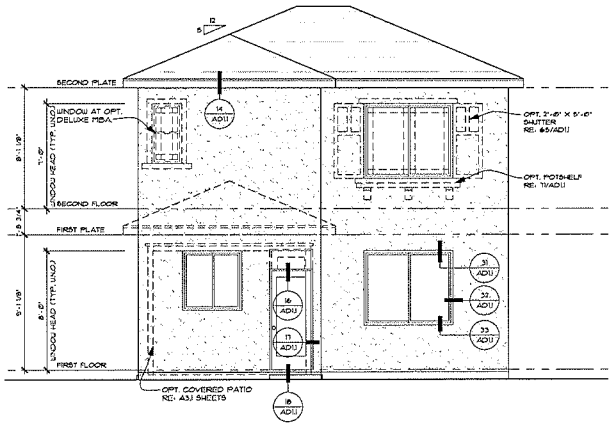
NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED



1 FRONT ELEVATION B
SCALE: ¼"=1'-0"



4 RIGHT ELEVATION B
SCALE: ¼"=1'-0"



2 REAR ELEVATION B
SCALE: ¼"=1'-0"

NOTE: ENHANCEMENTS @ VISIBLE SIDE & REAR ELEVATIONS SHOWN DASHED

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Drawn By: RH/JA

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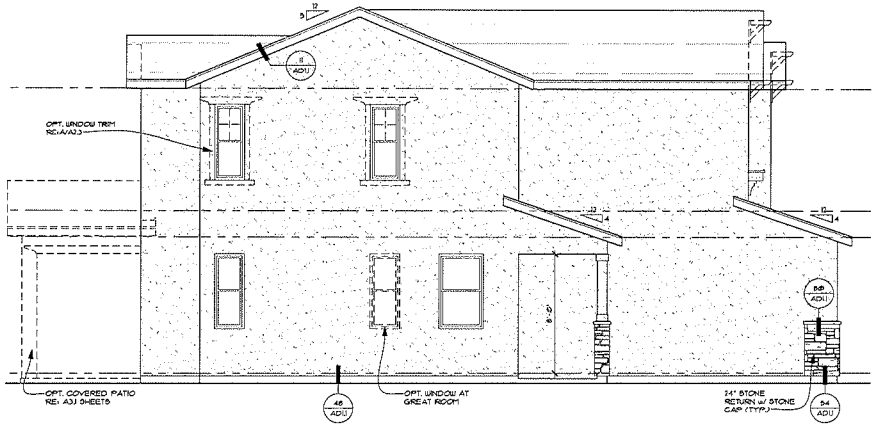
Plan Number:
L14E

Plan Name:
EMILIA

Sheet Title:
ELEVATION B

Sheet Number:
A2.2
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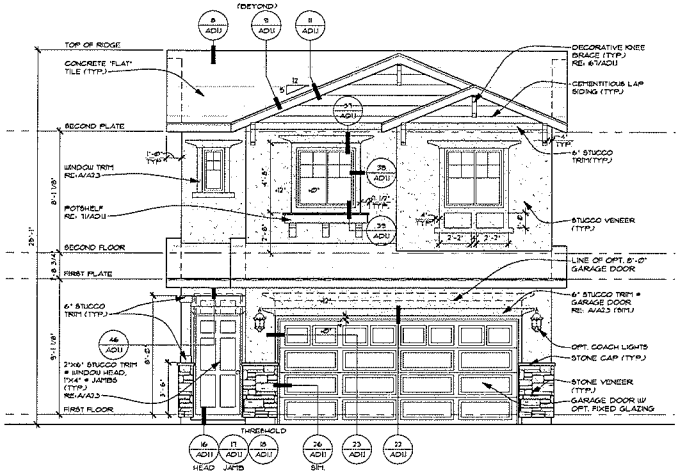
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3 LEFT ELEVATION C

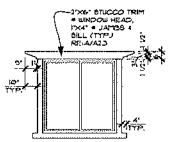
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NOTE: ENHANCEMENTS @ VISIBLE SIDE &
REAR ELEVATIONS SHOWN DASHED



1 FRONT ELEVATION C

SCALE: 1/4"=1'-0"



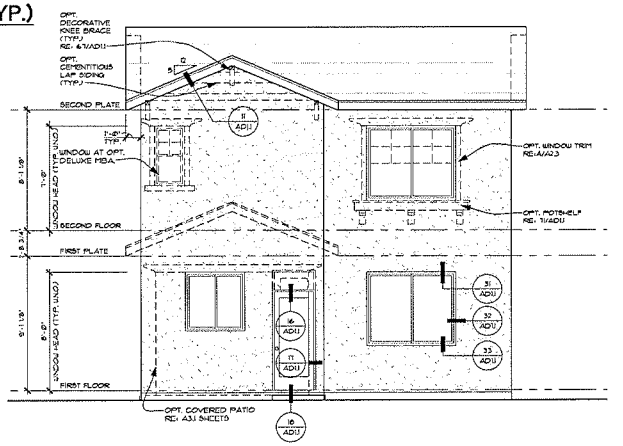
A WINDOW TRIM (TYP.)

SCALE: 1/4"=1'-0"



4 RIGHT ELEVATION C

SCALE: 1/4"=1'-0"



2 REAR ELEVATION C

SCALE: 1/4"=1'-0"

NOTE: ENHANCEMENTS @ VISIBLE SIDE &
REAR ELEVATIONS SHOWN DASHED

RICHMOND AMERICAN HOMES
State Contractor License #0026417
LAS VEGAS
7770 Dean Martin Drive, D-8
Las Vegas, NV 89139 (702) 838-4400

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Date: 07/14/2010

Drawn By: RHJA

Revisions:

LAS VEGAS WARMINGTON

Plan Number:

L14E

Plan Name:

EMILIA

Sheet Title:

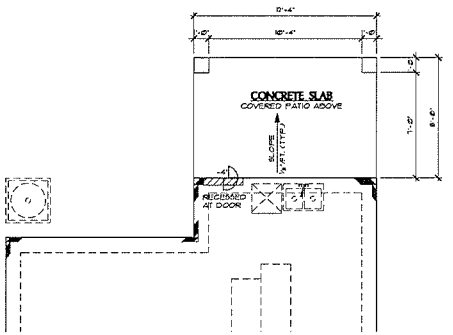
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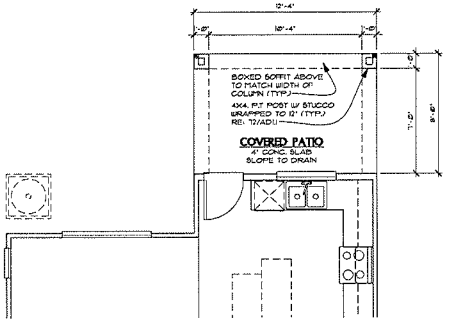
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OPT. COVERED PATIO
1 PARTIAL ARCHITECTURAL FOUNDATION PLAN
SCALE: 1/4"=1'-0"
SIMILAR AT ALL ELEVATIONS
RE: SHEET A1.0 FOR ADDITIONAL NOTES & DIMENSIONS



OPT. COVERED
2 PATIO PARTIAL FLOOR PLAN PLAN
SCALE: 1/4"=1'-0"
SIMILAR AT ALL ELEVATIONS
RE: SHEET A1.1 FOR ADDITIONAL NOTES & DIMENSIONS

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LAS VEGAS
7770 Dean Martin Drive, D-1
Las Vegas, NV 89139 (702) 638-4400

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Date: 07/14/2010

Drawn By: RHJA

Revisions:

LAS VEGAS WARMINGTON

Plan Number:

L14E

Plan Name:

EMILIA

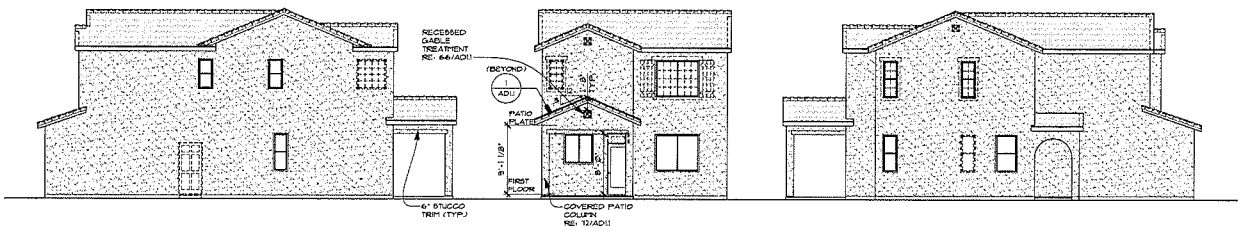
Sheet Title:

OPT. COVERED PATIO PLANS

Sheet Number:

A3.1 a

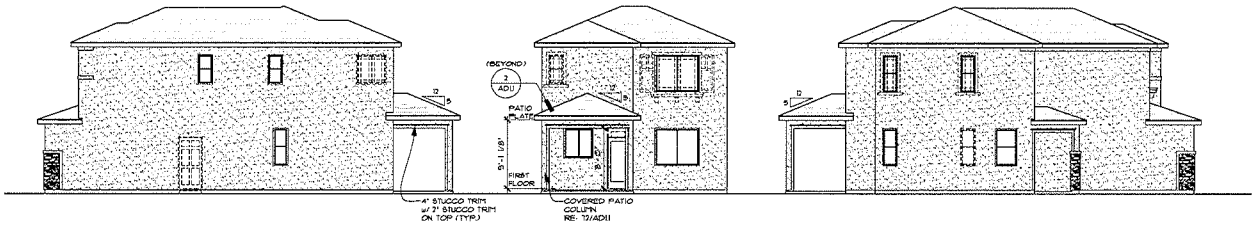
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3 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION A

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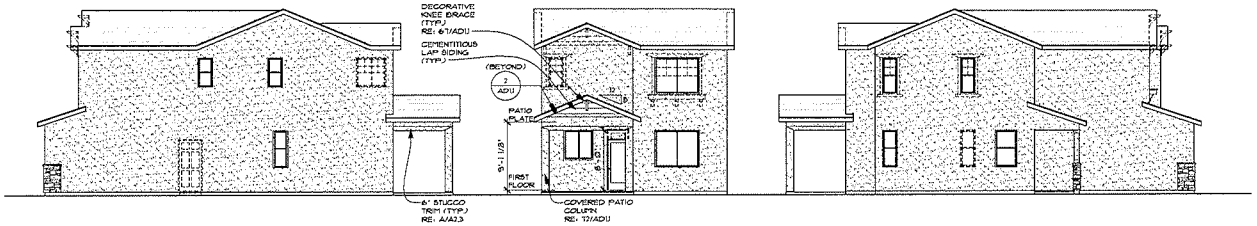
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RE: SHEET A2.1 FOR ADDITIONAL NOTES & DIMENSIONS



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SCALE: 1/4"=1'-0"

NO CHANGE AT FRONT ELEVATION
RE: SHEET A2.2 FOR ADDITIONAL NOTES & DIMENSIONS



5 OPT. COVERED PATIO RIGHT, REAR & LEFT ELEVATION C

SCALE: 1/4"=1'-0"

NO CHANGE AT FRONT ELEVATION
RE: SHEET A2.3 FOR ADDITIONAL NOTES & DIMENSIONS

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Date: 07/14/2010

Drawn By: R.H.J.A.

Revisions:

LAS VEGAS WARMINGTON

Plan Number:

L14E

Plan Name:

EMILIA

Sheet Title:

OPT. COVERED PATIO ELEVATIONS

Sheet Number:

A3.1

b

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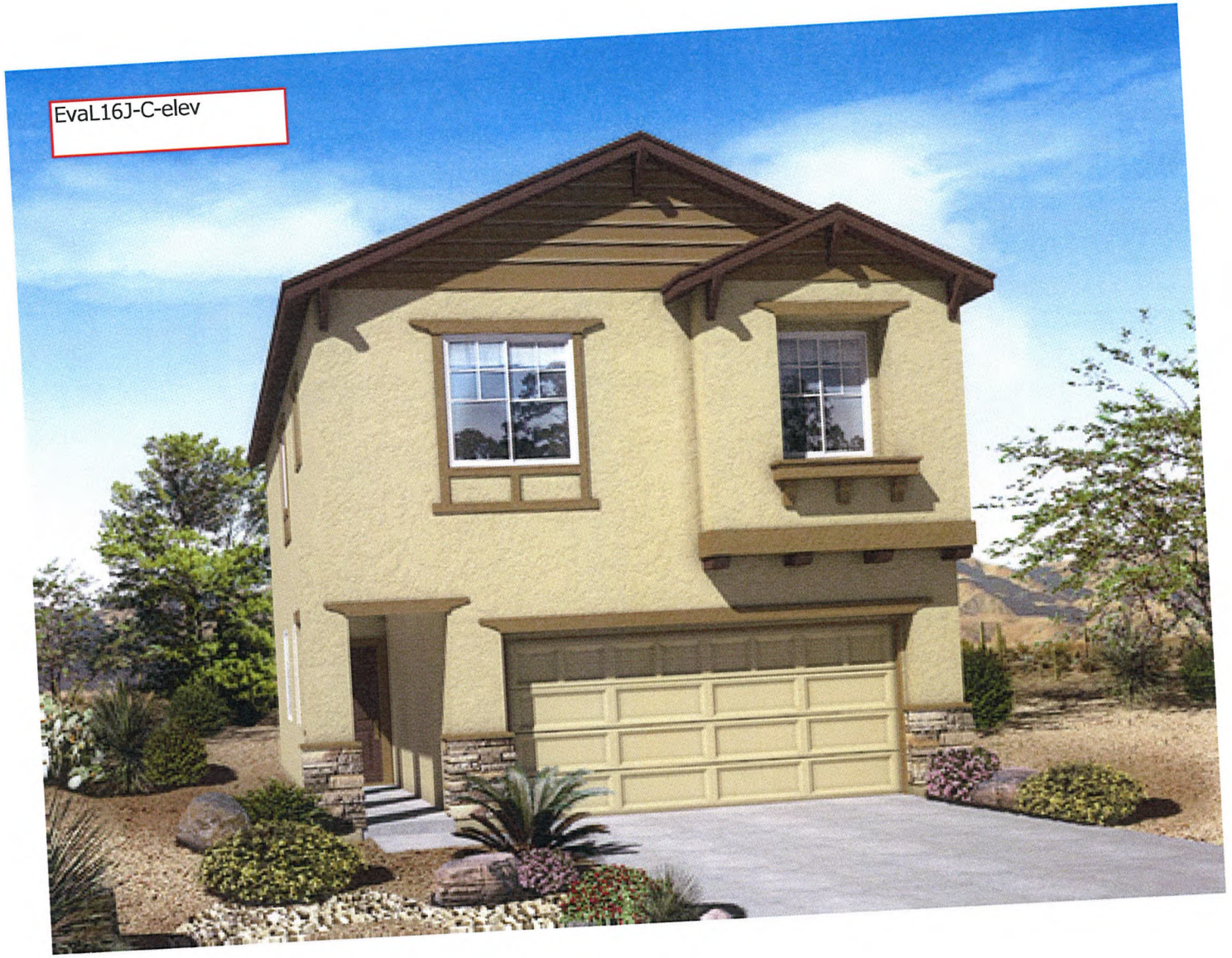
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SWC FARM ROAD AND HUALAPAI WAY

09/16/10



ROC-39470 - APPLICANT: RICHMOND AMERICAN HOMES – OWNER: PROVIDENCE 207, LLC
SWC FARM ROAD AND HUALAPAI WAY

09/16/10



ROC-39470 - APPLICANT: RICHMOND AMERICAN HOMES – OWNER: PROVIDENCE 207, LLC
SWC FARM ROAD AND HUALAPAI WAY

09/16/10



ROC-39470 - APPLICANT: RICHMOND AMERICAN HOMES – OWNER: PROVIDENCE 207, LLC
SWC FARM ROAD AND HUALAPAI WAY

09/16/10



ROC-39470 - APPLICANT: RICHMOND AMERICAN HOMES – OWNER: PROVIDENCE 207, LLC
SWC FARM ROAD AND HUALAPAI WAY

09/16/10



ROC-39470 - APPLICANT: RICHMOND AMERICAN HOMES – OWNER: PROVIDENCE 207, LLC
SWC FARM ROAD AND HUALAPAI WAY

09/16/10

PROVIDENCE
Master Planned Community

3455 Cliff Shadows Parkway, Suite 220
Las Vegas, Nevada 89129
(702) 242-4949 ~ FAX: 242-0414

9/2/2010

Christine Frazzitta
Richmond American Homes
2490 Paseo Verde Parkway
Suite 12
Henderson, NV 89074

VIA: E-mail (cfrazzitta@mdch.com) and Prolog Website

RE: ***Providence Master Plan Community***
Plotting Variance Request
POD: 113 – Emerson

Dear Christine:

The Providence Design Review Committee (DRC) is in receipt of your requests to allow the garage face setback to be 7 feet or greater than 18 feet, to decrease the front second story setback to 3 feet, and permit a 7 foot setback to livable area for Lots 21 and 103.

The DRC approves all three waivers. Increasing the drive way from 5 feet to 7 feet is not enough area to park a car. Decreasing the front second story will help break up the street scene of typical mini lot subdivisions and since it on the street side only it will not affect any of the adjacent properties. In addition both of these requests are for one individual floor plan of the four floor plans being offered in the subdivision. The plotting criteria of the Cliffs Edge Design Guidelines will insure that the models are staggered, thus limiting the overall impact. The third request is due to the layout the subdivision. The subdivision was mapped and improved by a previous builder. Both lots 103 and 21 are irregular shaped due to the layout of the previous builder and off-site requirements. Granting the waiver will not have an adverse impact of the community given the location of the lots.

If additional deviations are required they must be submitted to the DRC for review and approval. Should you have any questions, please do not hesitate to contact our office.

Unless specifically waived, all elements within Providence must comply with the terms and conditions of the Design Guidelines and other governing documents. The waiver 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 waived, 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.

Sincerely,
Providence Design Review Committee

Calvin Champlin
Senior Vice President of Entitlements

cc via email: Chris Dingell – Focus

Enclosures: (none)

Document in Prolog Manager 2007 R1

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DOUGLAS A. SELBY
CITY MANAGER

August 22, 2006

Mr. Greg Oberling
Warmington Cliffs Edge
8363 West Sunset Road, Suite #200
Las Vegas, Nevada 89113

RE: VAR-13245 - VARIANCE
CITY COUNCIL MEETING OF JULY 12, 2006

Dear Mr. Oberling:

The City Council at a regular meeting held July 12, 2006 APPROVED the Appeal filed by the applicant from the Denial by the Planning Commission of a Variance TO ALLOW 220 SINGLE FAMILY DWELLINGS WITH SIDE YARD SETBACKS OF TWO FEET WHERE THREE FEET IS THE MINIMUM SETBACK REQUIRED on 20.9 acres at the southwest corner of Hualapai Way and Farm Road (APN 126-13-710-001), PD (Planned Development) Zone,

The Notice of Final Action was filed with the Las Vegas City Clerk on July 13, 2006. This approval is subject to:

Planning and Development

1. All units shall be fire sprinkled and receive Fire Department approval.

2. One lot shall be converted to opens pace and play equipment installed subject to approval of the Planning and Development Department.

3. All development shall conform to the Conditions of Approval for the Cliff's Edge Plan Development Standards, except as amended by this request.

4. Conformance to the Conditions of Approval for approved Tentative Map (TMP-11447).

5. This Variance shall expire two years from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

6. Per Section R302.1 of the Unified Building Code, any projection extending into the three-foot fire separation distance, measured from the property line, shall have not less than one-hour fire-resistive construction on the underside and shall not extend to a point closer than two feet from the property line.

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

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SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS

RAH1005-001

September 7, 2010

City of Las Vegas
Planning and Development
731 S. Fourth St.
Las Vegas, NV 89101

SUBJECT: **Justification Letter for a Variance and Review of Condition for Providence POD 113 (aka "Emerson")**

Slater Hanifan Group, on behalf of the applicant, Richmond American Homes, respectfully submits this justification letter in support of a Variance application and a Review of Condition application for the subject development.

The Emerson development is fully constructed in terms of roadways, utilities, and walls. The site is ready for continued construction of homes. The Emerson development has a total of 219 lots of which 12 homes have been built by the previous developer. Richmond American Homes has rights to purchase the remaining 207 lots and proposes to use their housing product on these lots. The purpose of the variance request is to modify the setback criteria established in the Cliffs Edge Design Guidelines to accommodate the proposed product. Note that the latest edition of the Cliffs Edge Design Guidelines referenced in this application was adopted by the City of Las Vegas on August 5, 2009. The purpose of the review of condition is to modify Condition No.1 from VAR-13245 which was approved by City Council on July 12, 2006.

The Emerson development is Pod 113 of the Providence Master Planned Community (formerly known as Cliffs Edge Master Planned Community). The site is located at the southwest corner Farm Road and Hualapai Way. The site is approximately 20.9 acres. As mentioned above, the site was mapped for a total of 219 residential lots. The APNs for the 207 remaining lots are: 126-13-713-009 through -122 and 126-13-713-127 through -219.

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5740 S. Arville Street #216, Las Vegas, NV 89118 ph (702) 284-5300 fax (702) 284-5399

VAR-39468
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The land use for POD 113 in the approved master plan is Residential Small Lot (RSL). The development utilizes the "Mini Lot Cluster" design standards on the Court street fronting lots and "Mini Lot Conventional" design standards on the Neighborhood street fronting lots.

The variance being requested addresses three setback criteria. The first requests the modification of the garage face setback for the Cluster and Conventional Mini-Lot criteria. Both criteria state that the garage face be less than 5 feet or greater than 18 feet. This request is to allow the garage face setback to be less than *7 feet, or greater than 18 feet.* The additional front setback at the garage is needed for two reasons. The first reason is due to steep street slopes. The street slopes within this project are typically 3 percent to over 4 percent in the west to east direction. These steep streets are not conducive to short driveways. The additional depth allows the driveway slope to be below the Cliffs Edge Design Guidelines maximum of 14 percent. The second reason is that two of the four proposed house plans have second story overhangs that will impact the front setback which is tied to the second requested setback modification discussed below. Allowing the house to move back 2 feet improves the second story setback.

The second setback variance request is a modification to the setback for the second story living area. The Cliffs Edge Design Guidelines have a minimum of 8 feet to the second story livable area. This application requests to decrease the front second story setback to *3 feet for the full frontage of the house*. There are four floor plans proposed with the subject application. Only one of these floor plans (L16H) would utilize the 3-foot front setback. The other floor plans (L16J, L11E, & L14E) will have second story front setbacks varying from 5.5 feet to 14.5 feet. These staggered setbacks will create a varied street scene. Note the garage face setbacks will also vary depending on street slope and on floor plan.

The third setback variance request is a modification to the setback for the parcel property line for Lot 21 and Lot 103. The Cliffs Edge Design Guidelines have a minimum setback of 10 feet to the livable area. This application requests to decrease the parcel property line setback to *7 feet* for these two lots. There are four floor plans proposed with the subject application. On Lot 103, due to the irregular shape, only plan L11E will fit; and this plan will only fit with the requested setback variance to the rear parcel property line. Also, Lot 21 will have a greater variety of plan options with the requested setback variance.

One of the main concerns of the City and the residents with respect to driveways longer than 5 feet is the tendency for residents to park in the driveway leaving a significant vehicle overhang into the street. This is a problem for fire access and restricting access for the residents driving through the community. To address this issue, first the driveways are only 7 feet in a few isolated lots. Parking in the 7 feet driveways would have such a large overhang that residents would not typically do this because of the obvious traffic restriction. Second, there will be a tow service that will police the development and tow vehicles when they are parked improperly. This has been very successful for

VAR-39468
ROC-39470

mitigating parking issues in other similar communities. Finally, each of the proposed house plans provide a two car garage. With two car garages, homes in this square footage range are typically adequately parked at the home. Additional community parking is provided throughout the community for guests and for residents who need additional parking due to a bay (or two) in their garage being used as storage space.

Note that the Cliffs Edge Design Review Committee reviewed the subject setback requests and has issued an approval for each of them. The attached approval letter is included with this package.

These modifications to the setbacks will allow the project to move forward with Richmond American Home's product which allows a broad range of floor plan options and architectural variety considering the small lot designation.

The review of condition request is to modify Condition 1 from VAR-13245 which reads "All units shall be fire sprinkled and receive fire department approval." This request is to revise the condition to read "Lots 22, 92, 98, 102, 135, & 136 shall be fire sprinkled and receive fire department approval." The origin of this condition stems from VAR-13245 which requested a setback reduction to two feet for the six lots mentioned above. We agree that these six lots should require fire sprinklers due to the reduced setbacks, however the remaining lots will meet the Cliffs Edge prescribed setbacks including 5-foot side yards.

We feel the proposed revised condition is in line with the current adopted fire code. In any situation where the setback is below 5 feet, appropriate fire walls will be constructed to conform to the current adopted fire code.

Thank you for considering these modifications to code and conditions to allow us to move forward with the completion of this project.

Please contact me at 284-5300 if you have any questions regarding these applications.
Sincerely,

Slater Hanifan Group, Inc.

Todd Steadham, P.E.
Associate

CC
Christine Frazzitta, RAH
Matt Key, SHG
Chelsea Peltier, SHG

VAR-39468
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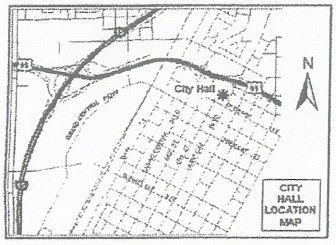
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To: PLANNING AND DEVELOPMENT DEPARTMENT Page 2 of 2 2010-11-08 15:36:56 GMT

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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FAHS ERIC J
7427 OLMSTEAD ST
LAS VEGAS NV 89166-5223

APN#12613711003

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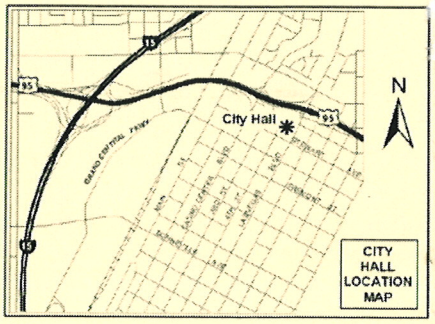
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MURACK KENNETH D & BARBARA A
7642 HARMONY PEAK ST
LAS VEGAS NV 89166-5204

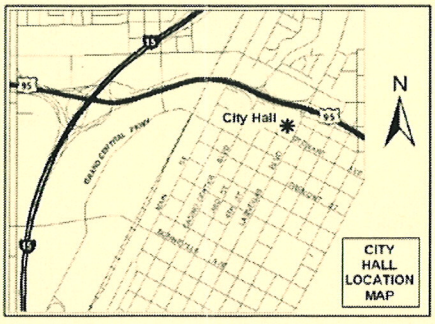
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GRIMM ALAN & IRMGARD
7616 DUET SPRINGS
LAS VEGAS NV 89149-1943

APN#12518211058

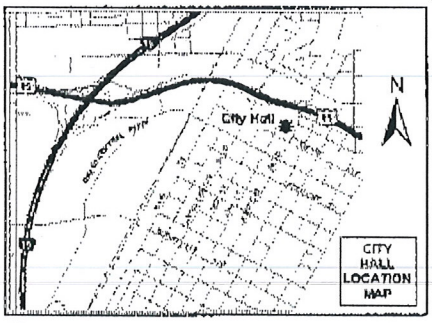
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MALISZEWSKI JOSEPH R
10228 BORAH PEAK AVE
LAS VEGAS NV 89166-5208

APN#12613616079

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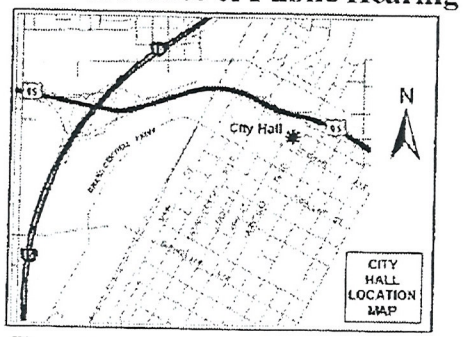
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BELL ANTHONY W JR
10224 BRISTOL PEAK AVE
LAS VEGAS NV 89166-5205

APN#12613616092

11/10/2010 WED 19:28 [TX/RX NO 8548] 002

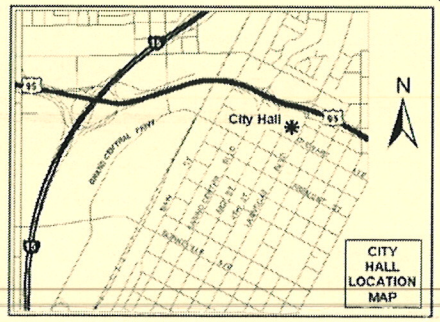
p.2

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 NOV 05 2010
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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.

ROC-39470
City Council Meeting of 11/17/2010

2010 NOV 15 P 1:01

CITY CLERK

VERRILLI DAVID M & RACHEL M
10148 ROCKRIDGE PEAK AVE
LAS VEGAS NV 89166-5200

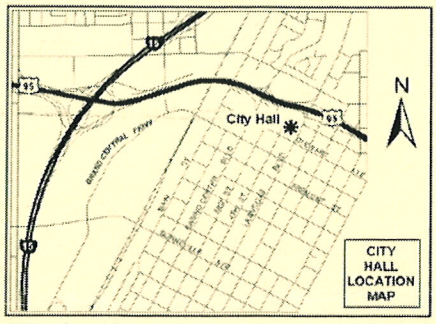
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City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-39470
City Council Meeting of 11/17/2010

2010 NOV 15 P 12:55

CITY CLERK

YOUNG ANTHONY K & SHELLEY
7419 OLMSTEAD ST
LAS VEGAS NV 89166-5223

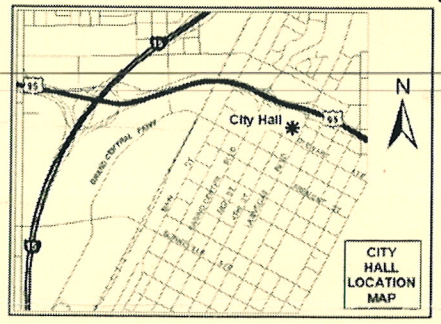
APN#12613711001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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ROC-39470
City Council Meeting of 11/17/2010

2010 NOV 15 P 1:19
RECEIVED
CITY CLERK

DINARDO JAMES M III
7567 SWAN COVE ST
LAS VEGAS NV 89166-5230

APN#12613713003

KAEMPFER CROWELL
ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE
8345 W. Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5470 Kietzke Lane
Suite 140
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

LAS VEGAS OFFICE
ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

November 16, 2010

VIA FACSIMILE
382-4803

Ms. Beverly K. Bridges
City Clerk
City of Las Vegas
400 E. Stewart, 1st Flr.
Las Vegas, NV 89101

2010 NOV 16 P 3:40
RECEIVED
CITY CLERK

Re: ROC-39470
Richmond American Homes (Item #120)

Dear Ms. Bridges:

Our office has been asked to represent the applicant in the above-referenced matter. We respectfully request that this item be held from the presently scheduled City Council hearing of November 17, 2010 until December 1, 2010. The additional time is needed to address fire concerns.

Thank you for your cooperation and please call if you have any questions.

Sincerely,
KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Bob Gronauer/mlt

Robert J. Gronauer

RJG/mlt

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8586.177

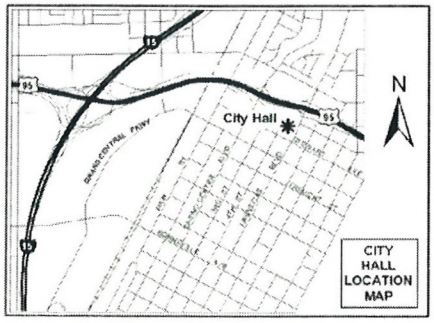
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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OCT 08 2010
MAILED FROM ZIP CODE 89101

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Official Notice of Public Hearing



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OCT 14 2010

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

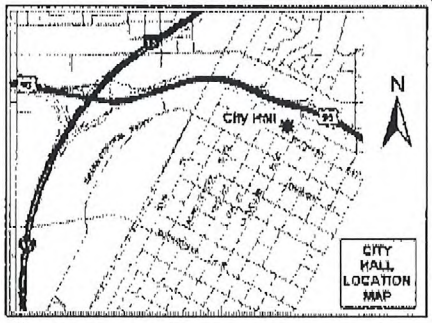
Please use available blank space on card for your comments.

ROC-39470
Planning Commission Meeting of 10/21/2010

Case: ROC-39470
12518211058
GRIMM ALAN & IRMGART
7616 DUET SPRINGS
LAS VEGAS NV 89149-1943 89149-1943

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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ROC-39470
Planning Commission Meeting of 10/21/2010

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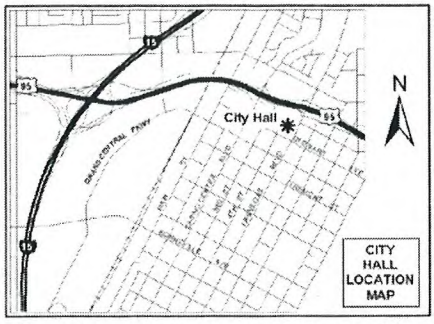
DO NOT ALLOW THEM TO CUT CORNERS. IF THEY CAN'T AFFORD IT

Case: ROC-39470
12613616079
MALISZEWSKI JOSEPH R
10228 BORAH PEAK AVE
LAS VEGAS NV 89166-5208 89166-5208

DON'T LET 'EM BUILD!!!

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.

ROC-39470
Planning Commission Meeting of 10/21/2010

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OCT 14 2010

Case: ROC-39470
12613616141
MURACK KENNETH D & BARBARA A
7642 HARMONY PEAK ST
LAS VEGAS NV 89166-5204 89166-5204

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

RQR-39882 - REQUIRED REVIEW - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST - Request for a Required Review of a previously approved Special Use Permit (SUP-3128) FOR AN AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) AND AUTO REPAIR GARAGE, MINOR at 4401 Stewart Avenue (APN 140-32-201-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

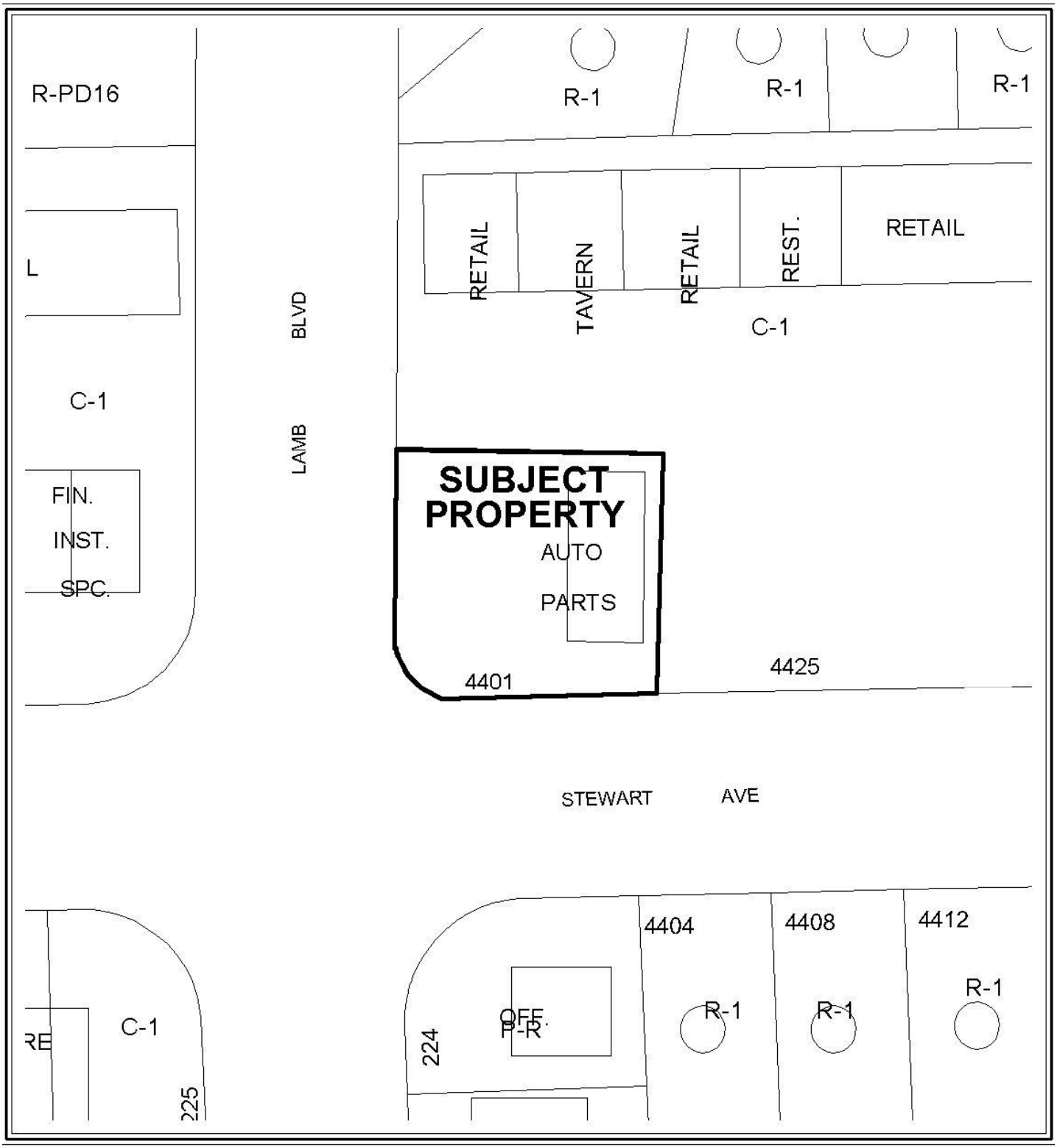
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

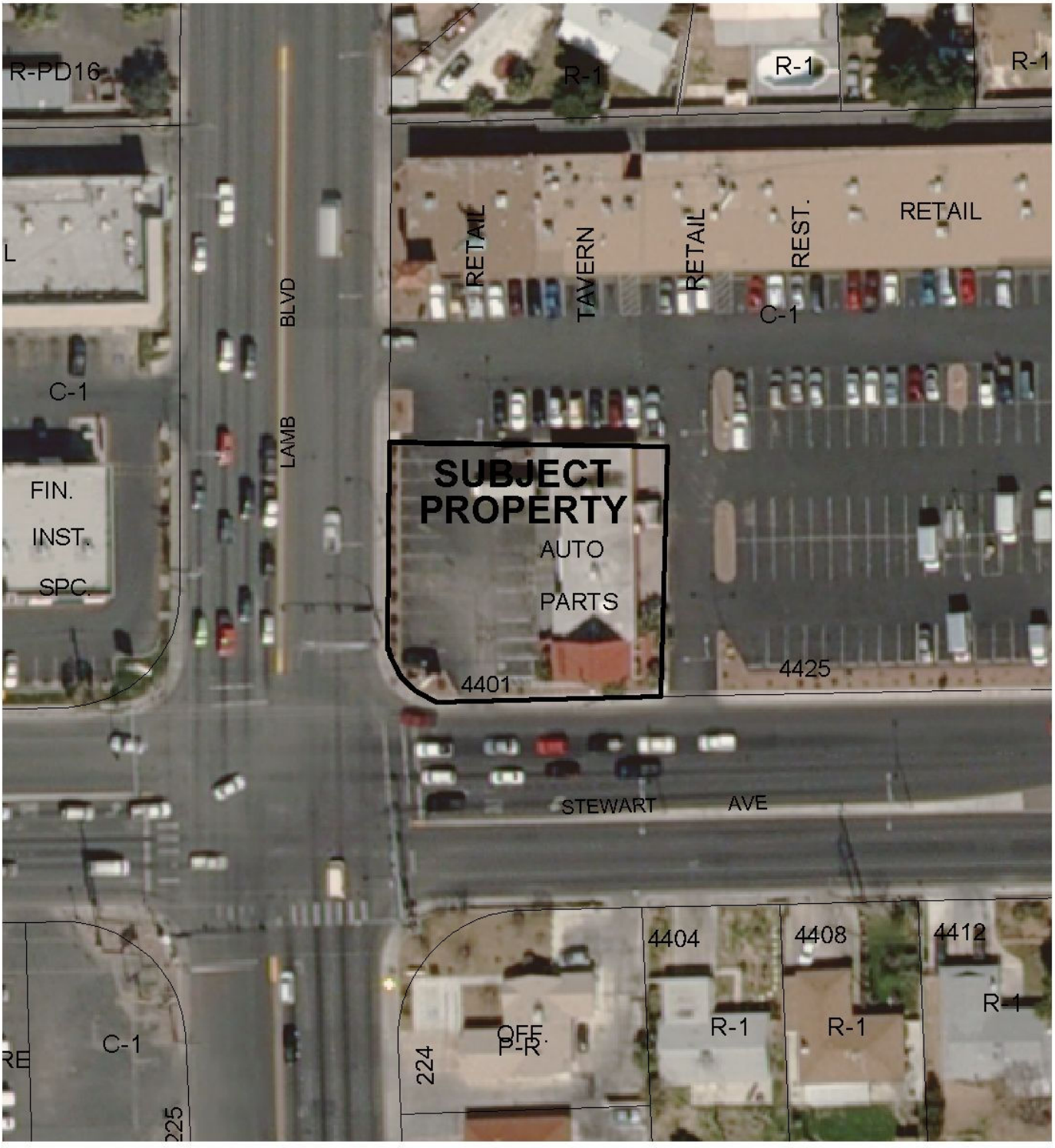
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-3128
6. Planning and Development Approval Letter for RQR-37663
7. City Council Approval Letter for RQR-36189
8. Justification Letter



CASE: RQR-39882

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 100 200 Feet

CASE: RQR-39882

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-39882	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

RQR-39882 CONDITIONS

Planning and Development

1. Conformance to the conditions of approval of the Special Use Permit (SUP-3128) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. All illegal signage on the property shall be removed within 10 days of City Council action.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Required Review of an existing Special Use Permit (SUP-3128) for an Auto Parts (new and rebuilt) (accessory sales and service) and an Auto Repair Garage, Minor located at 4401 Stewart Avenue. The subject site has had four (4) prior reviews with the most recent an Administrative Review (RQR-37663) conducted on June 9, 2010, where staff recommended approval as the applicant has made a concerted effort to bring the property into compliance with the conditions of the Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/07/77	The Board of City Commissioners approved a request for Rezoning (Z-0075-77) from R-E (Residence estates) to C-1 (Limited Commercial) of property generally located on the northeast corner of Lamb Boulevard and Stewart Avenue.
01/21/04	The City Council approved a request for a Special Use Permit (SUP-3128) for Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor at 4401 Stewart Avenue. The Planning Commission and staff recommended approval.
10/15/08	The City Council approved a request for a Required Review (RQR-29762) of a previously approved Special Use Permit (SUP-3128) that allowed an Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor at 4401 Stewart Avenue.
05/06/09	The City Council approved a request for a Required Review (RQR-33579) of a previously approved Special Use Permit (SUP-3128) that allowed an Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor at 4401 Stewart Avenue.
11/04/09	The City Council approved a request for a Required Review (RQR-36189) of a previously approved Special Use Permit (SUP-3128) that allowed an Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor at 4401 Stewart Avenue.
03/01/10	A Code Enforcement case (86916) was processed for violations of the conditions of approval of the Special Use Permit (SUP-3128) that included exterior storage, repair work being accomplished outside the bays, signs in the landscaping areas, outside displays, banners without permit, and a mobile car wash on site. Code Enforcement closed the case on 03/23/10.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/09/10	The Planning and Development Department approved a request for a Required Review (RQR-37663) of a previously approved Special Use Permit (SUP-3128) that allowed an Auto Parts (New and Rebuilt) (Accessory Sales and Service) and a proposed Auto Repair Garage, Minor at 4401 Stewart Avenue.
09/01/10	A Code Enforcement case (94124) was processed for violations of the conditions of approval of the Special Use Permit (SUP-3128) where sign is posted for 24-hour operations. Code Enforcement closed the case on 09/16/10.

Most Recent Change of Ownership	
01/05/05	A deed was recorded for a change in ownership (140-32-201-002).

Related Building Permits/Business Licenses	
07/27/04	A building permit (4019573) was issued for tenant improvements for a Certificate of Occupancy at 4401 Stewart Avenue. The permit was finalized 10/20/04.
08/20/07	A business license (G02-00772) was issued for Tire Sales/Minor Auto Repair Garage at 4401 Stewart Avenue. The license is still active.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
11/03/10	Staff conducted a field check of the subject site with the following observations: • The landscape areas are being properly maintained. • There was no trash/debris on the property or in the surrounding area. • No outside storage was found nor were repairs being done outside the bays. • There was an non-permitted wooden sign at the corner of Lamb and Stewart in the landscape area advertising property for lease, but it did not appear to belong to the Auto Repair Garage.

Details of Application Request	
Site Area	
Gross Acres	0.36

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
North	Retail Establishment, Restaurant, Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
South	Offices	O (Office)	P-R (Professional Office and Parking)
	Single Family Residences	L (Low Density Residential)	R-1 (Single-Family Residential)
East	Mini Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Plaza	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the fifth required review of a previously approved Special Use Permit (SUP-3128) that allowed an Auto Repair Garage, Minor at 4401 Stewart Avenue. The subject site has experienced two (2) Code Enforcement violations (#86916 and #94124) in 2010 for violating the conditions of approval of the Special Use Permit (SUP-3128), but both were subsequently closed by Code Enforcement officials. Staff conducted a field check of the site on 11/03/10 and found the business in compliance with the conditions of approval of the Special Use Permit (3128), with the exception of a wooden sign in the landscape area at the corner of Lamb and Stewart, but

the sign did not appear to be associated with the Auto Repair Garage, but was advertising property for lease.

FINDINGS

Since the last required review, the applicant has made a concerted effort to bring the property into compliance with the conditions of the Special Use Permit (SUP-3128) and has succeeded as noted during the field check on 11/03/10. The removal of the non-permitted sign on the property (in landscape area) has been placed as a condition of approval; therefore, staff is recommending approval of this request with no further reviews.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-39882** APN: 140-32-201-002

Name of Property Owner: Nora Armenian

Name of Applicant: _____

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ____✓____ 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: N. Armenian

State of Nevada
County of Clark

Print Name: Nora Armenian

Subscribed and sworn before me

This 28th day of September, 2010 by Nora Armenian.

_____
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAE BELLE ALEGRE
Appt. No. 08-10486-1
My Appt. Expires March 16, 2013

RECEIVED
OCT 12 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP 3128

Project Address (Location) 4401 Stewart Ave, Las Vegas

Project Name EL COMPA **Proposed Use** Tire Shop

Assessor's Parcel #(s) 140-32-201-002 **Ward #** _____

General Plan: existing ✓ proposed _____ **Zoning:** existing C-1 proposed SUP

Commercial Square Footage 3,316sq.ft. **Floor Area Ratio** _____

Gross Acres 0.36 acres **Lots/Units** _____ **Density** _____

Additional Information Armenian Adroushan & Nora Living Trust

PROPERTY OWNER Armenian & Kouknouyan **Contact** Nora Armenian

Address 1023 Whitney Ranch Dr. **Phone:** 217.4921 **Fax:** 456.8849

City Henderson **State** NV **Zip** 89014

E-mail Address nora@vegasvalleycommercial.com

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

FOR DEPARTMENT USE ONLY

Case # RQR-39882
Meeting Date: ADMIN
Total Fee: $300
Date Accepted: 10/12/10
Accepted By:

Property Owner Signature* N. Armenian

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Nora Armenian

State of Nevada, County of Clark

Subscribed and sworn before me

This 28th day of September, 20 10

by Nora Armenian.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAE BELLE ALEGRE
Appt. No. 09-10486-1
My Appt. Expires March 16, 2013

*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.



RQR-39882 - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST
4401 STEWART AVENUE

11/03/10



RQR-39882 - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST
4401 STEWART AVENUE

11/03/10



RQR-39882 - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST
4401 STEWART AVENUE

11/03/10



RQR-39882 - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST
4401 STEWART AVENUE

11/03/10



RQR-39882 - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST
4401 STEWART AVENUE

11/03/10



RQR-39882 - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST
4401 STEWART AVENUE

11/03/10



RQR-39882 - APPLICANT/OWNER: KOUTNOUYAN LIVING TRUST AND ARMENIAN ADROUSHAN & NORA LIVING TRUST
4401 STEWART AVENUE

11/03/10



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF

CITY MANAGER
DOUGLAS A. SELBY

February 6, 2004

Ms. Nora Armenian
Armenian & Koutnouyan
1000 Stephanie Place, Suite #3
Henderson, Nevada 89014

RE: SUP-3128 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF JANUARY 21, 2004

Dear Ms. Armenian:

The City Council at a regular meeting held January 21, 2004 APPROVED the request for a Special Use Permit FOR AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES & SERVICE) AND A PROPOSED AUTO REPAIR GARAGE, MINOR, located at 4401 Stewart Avenue (APN: 140-32-201-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the City Clerk's Office on January 22, 2004. This approval is subject to:

Planning and Development

1. The hours of operation shall be from 8:00 a.m. to 6:00 p.m.
2. A trash dumpster shall be located and fully enclosed to meet Title 19 Standards.
3. No signage shall be placed on the lawn or landscaped areas.
4. There shall be no outside displays.
5. The Special Use Permit shall be reviewed in six months by City Council.
6. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City Council.
7. Prior to the issuance of a Certificate of Occupancy the owners of parcels APN 140-32-201-001 and APN 140-32-201-002 must execute an Off-Site Parking Agreement or similar document, satisfactory to the City Attorney, allowing for the use of five additional parking spaces for the subject site.
8. A landscaping plan showing shrubs in conformance to Code standards must be submitted and approved by the Planning and Development Department Staff prior to or at the same time application is made for a building permit.

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

VOICE 702.229.6011
TTY 702.386.9108
www.ci.las-vegas.nv.us

68112-012-6/03

RECEIVED
OCT 12 2010

RQR-39882

9. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. [Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.]

10. All repair, service, and installation work shall be performed within a completely enclosed building.

11. No used or discarded automotive parts or equipment shall be located in any open area outside of an enclosed building.

12. No outside storage of stock, equipment or residual used equipment shall be located in any open area outside of an enclosed building.

13. All disabled vehicles shall be stored in an area, which is screened from view from the surrounding properties and adjoining streets. Vehicles shall not be stored on the property longer than 45 days.

14. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

15. Dedicate an additional 29 feet of right-of-way for a total radius of 54 feet on the northeast corner of Stewart Avenue and Lamb Boulevard prior to the issuance of any permits as required by the Department of Public Works. Alternatively, the applicant may grant a traffic signal chord easement on the northeast corner of Stewart Avenue and Lamb Boulevard; coordinate with the Right-of-Way Section of the Department of Public Works for assistance in the preparation of appropriate documents prior to the issuance of any permits for this site.

16. Provide a copy of a recorded Joint Access and Parking Agreement between this site and the adjoining parcel to the north prior to the issuance of any permits.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Deputy Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov



June 9, 2010

Ms. Nora Armenian
Koutnouyan Living Trust
1023 Whitney Ranch Drive
Henderson, Nevada 89014

RE: RQR-37663 - ADMINISTRATIVE REQUIRED REVIEW
ADMINISTRATIVE REVIEW CYCLE OF JUNE 24, 2010

Dear Ms. Armenian:

Your request for an Administrative Required Review of a previously approved Special Use Permit (SUP-3128) FOR AN AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) AND AUTO REPAIR GARAGE, MINOR at 4401 Stewart Avenue (APN 140-32-201-002), C-1 (Limited Commercial) Zone, Ward 3 (Reese), has been considered administratively by the Planning and Development Department staff.

The Planning and Development Department staff has administratively ***APPROVED*** your request subject to the following:

Planning and Development

1. Conformance to the approved conditions for Special Use Permit (SUP-3128) and all other site related actions as required by the Planning and Development Department and the Department of Public Works.

2. A building permit shall be required for all external building renovations.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

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

FM-0073-09-09 MD 32531

RECEIVED
OCT 12 2010
RQR-39882

This action by the Planning and Development Department staff on June 9, 2010 is final unless a written appeal is filed with the Director of Planning and Development Department within ten days of the date of this letter.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Ms. Maria Zubia
5990 Lindell Road
Las Vegas, Nevada 89118

Mr. George Garcia
GC Garcia, Inc.
1711 Whitney Mesa Drive, Suite #220
Henderson, Nevada 89014

RQR-39882

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER



December 4, 2009

Ms. Nora Armenian
Armenian & Koutnouyan
1023 Whitney Ranch Drive
Henderson, Nevada 89014

RE: RQR-36189 – REQUIRED REVIEW
CITY COUNCIL MEETING OF NOVEMBER 4, 2009

Dear Ms. Armenian:

The City Council at a regular meeting held November 4, 2009 APPROVED the request of a previously approved Special Use Permit (SUP-3128) FOR AN AUTO PARTS (NEW AND REBUILT) (ACCESSORY SALES AND SERVICE) AND AUTO REPAIR GARAGE, MINOR on 0.36 acres located at 4401 Stewart Avenue (140-32-301-002), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on November 5, 2009. This approval is subject to:

Added Conditions:

A. There shall be no exterior storage of tires nor exterior repair work conducted at any time.

B. There shall be a six-month administrative review.

Planning and Development

1. Conformance to the conditions of approval for Special Use Permit (SUP-3128).

2. This Special Use Permit (SUP-3128) shall be reviewed in one year by the City Council.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development

cc: See Attached List

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-39882

Printed with environmentally friendly soy ink.

cc: Mr. George Garcia
G.C. Garcia, Inc.
1711 Whitney Mesa Drive, Suite #110
Henderson, Nevada 89014

Dear Members of City Council,

This letter is to address the possible change of the first condition of the special use permit 3128, at 4401 E. Stewart Avenue for a minor auto repair garage.

We would first like to thank you for the continous opportunity to be a part of this grand city which is based on a 24 hour lifestyle. We have found that a large percentage of our customers have either early morning or late night work shifts and occasionally have the necessity of automotive services before or after normal business hours since they rely on their vehicles for transportation. Therefore we would like to extend our current business hours of 8 am to 6pm to 7am to 10 pm, or possibly open 24 hours.

We also ask of our City Council for a permanent operating license to continue serving our community as we have been over the past six years.

We sincerely appreciate your time and consideration to these matters.

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OCT 12 2010
RQR-39882

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 1, 2010

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-39953 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: DONA MARIA SUMMERLIN - OWNER: EAM PROPERTIES, LLC - Request for a Review of Condition to delete conditions 2, 3, and 4 of a previously approved Special Use Permit (U-0257-91) which stated "NO ALCOHOLIC BEVERAGES SHALL BE SOLD BEFORE 11:00 A.M.; THERE SHALL BE A THREE DRINK MAXIMUM PER CUSTOMER PRIOR TO 4:00 P.M. DURING WEEKDAYS; AND THE RESTAURANT SHALL NOT REMAIN OPEN AFTER 10:00 P.M." at 3205 North Tenaya Way (APN 138-10-411-012), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

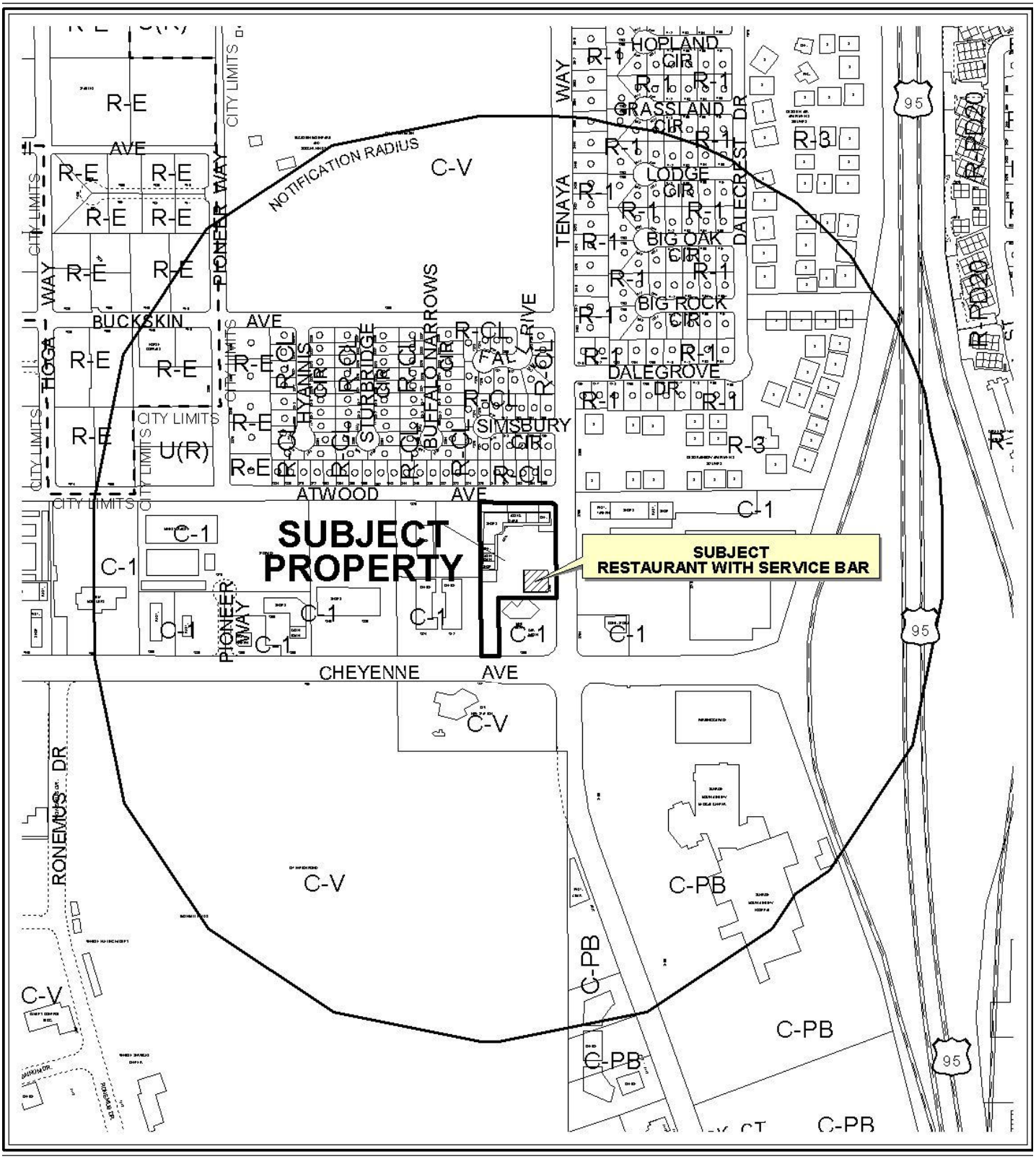
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letters for U-0257-91
6. Justification Letter



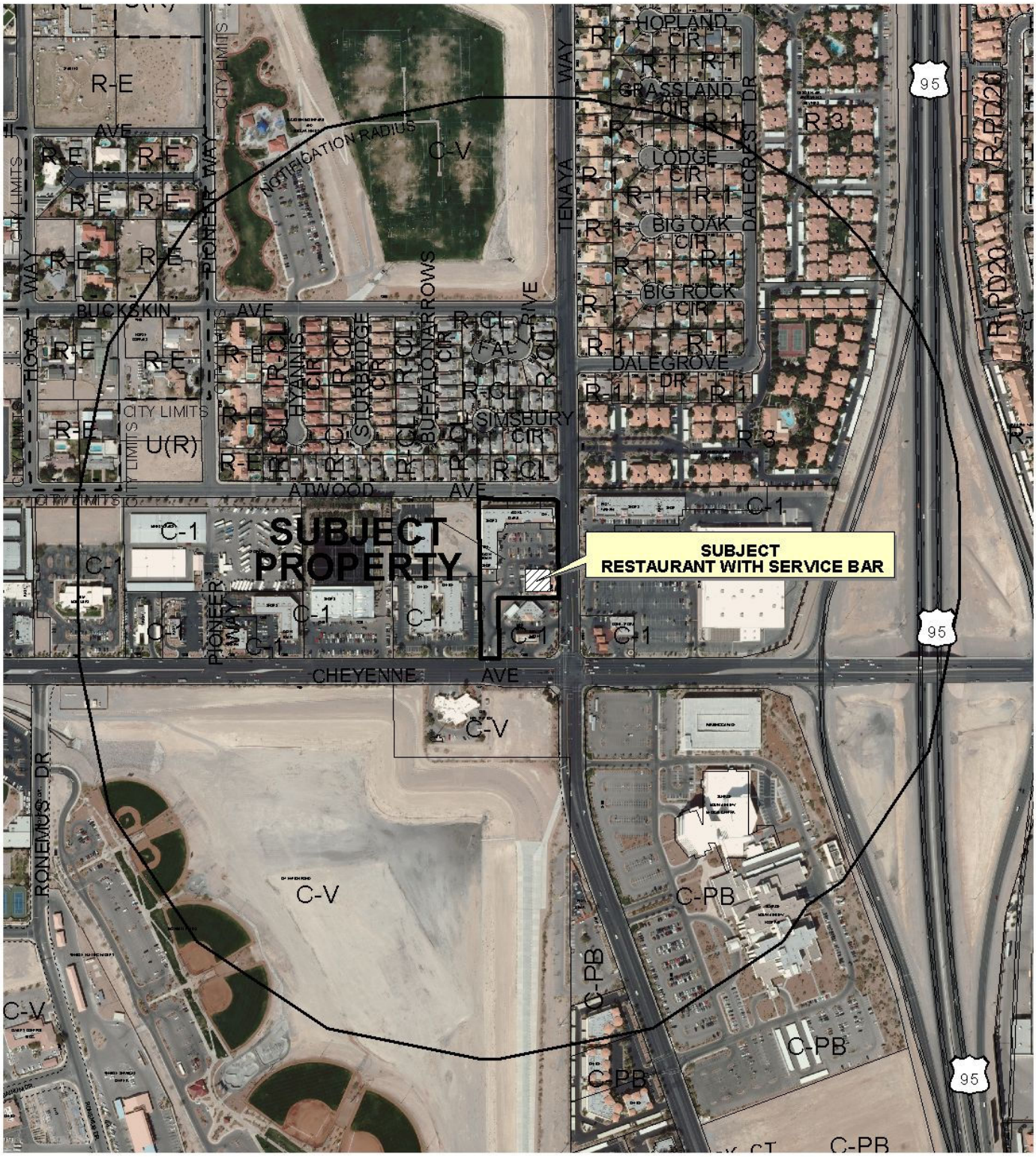
0 400 800 Feet

CASE: **ROC-39953**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



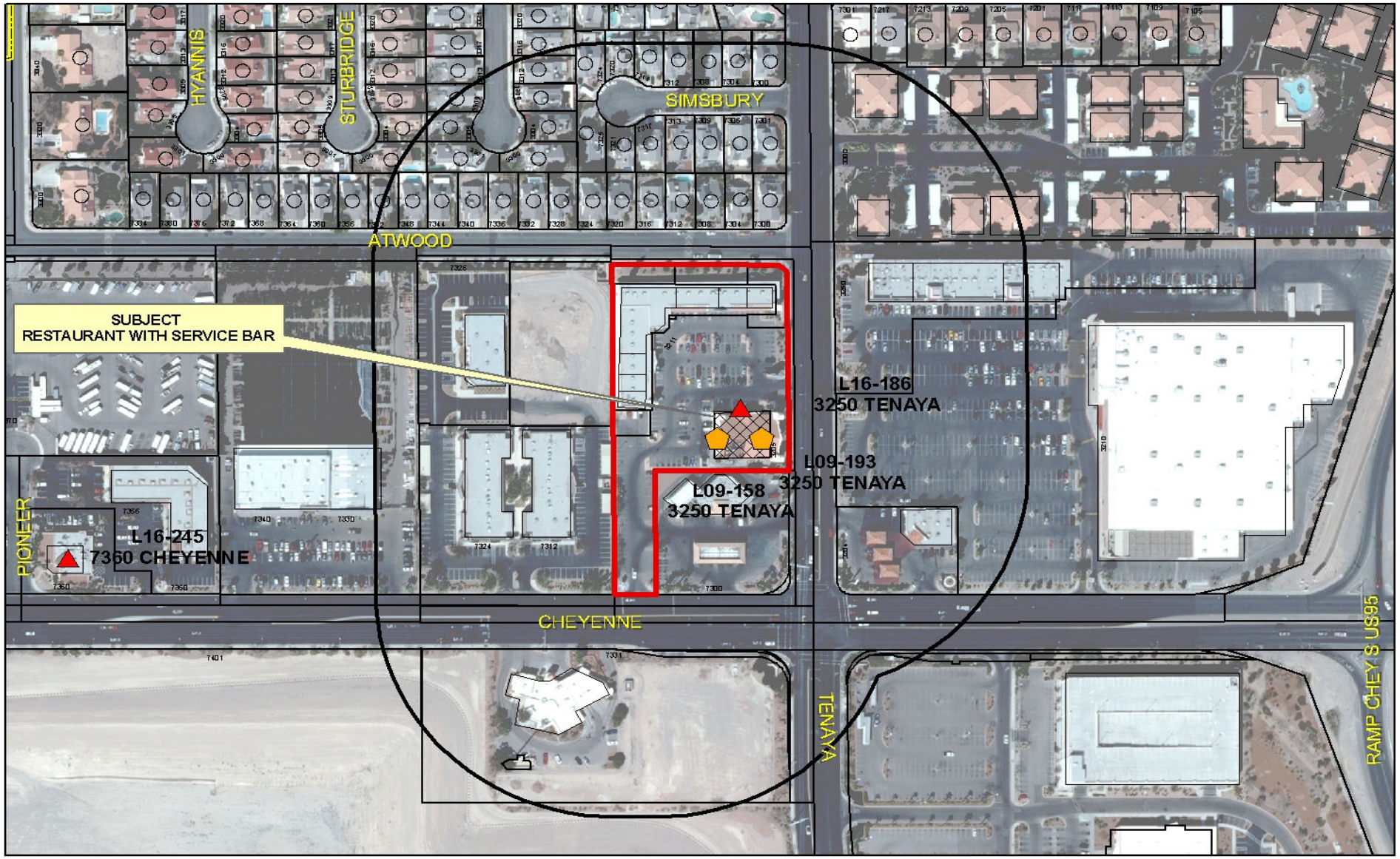
CASE: **ROC-39953**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 400 800 Feet

N



ROC-39953

Business Licenses

- Tavern
- Supper Club/ Restaurant Service Bar
- Beer/Wine/Cooler On Sale
- Child Care/ Children Facility
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 1, 2010
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT: DONA MARIA SUMMERLIN - OWNER: EAM PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-39953	Staff recommends APPROVAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-39953 CONDITIONS

Planning and Development

1. Condition Number 2 of Special Use Permit (U-0257-91) shall be deleted.

2. Condition Number 3 of Special Use Permit (U-0257-91) shall be deleted.

3. Condition Number 4 of Special Use permit (U-0257-91) shall be deleted.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

Special Use Permit (U-0257-91) Conditions 2, 3, and 4 stated, "No alcoholic beverages shall be sold before 11:00 a.m.; there shall be a three drink maximum per customer prior to 4:00 p.m. during weekdays; and the restaurant shall not remain open after 10:00 p.m." The applicant is requesting that these three conditions be deleted as they are detrimental to the successful operation of the business. Since the approval of the Special Use Permit (U-0257-91), there has not been any Code Enforcement violation nor negative police reports filed against the business.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/19/88	The City Council approved a Petition to Annex (A-0008-88) a parcel of land containing approximately 5.0 acres located on the northwest corner of Cheyenne Avenue and Tenaya Way. The Planning Commission and staff recommended approval. The Annexation became effective on 10/28/88.
08/02/89	The City Council approved a request for Rezoning (Z-0069-89) from N-U (Non-Urban) to C-1 (Limited Commercial) of property located on the west side of Tenaya Way, between Cheyenne Avenue and Atwood Avenue. The Planning Commission recommended approval.
12/18/91	The City Council approved a request for a Special Use Permit (U-0257-91) to allow a service bar in conjunction with a proposed restaurant on property located on the west side of Tenaya Way between Atwood Avenue and Cheyenne Avenue. The Board of Zoning Adjustment recommended approval.
02/19/92	The City Council approved a request for a Review of Condition [U-0257-91(1)] that there be a three drink maximum imposed on the of a previously approved Special Use Permit (U-0257-91) to allow a service bar in conjunction with a proposed restaurant located on the west side of Tenaya Way between Atwood Avenue and Cheyenne Avenue.

Most Recent Change of Ownership	
05/03/06	A deed was recorded for a change in ownership (138-10-411-012).

Related Building Permits/Business Licenses	
01/22/03	A business license (R09-00510) was issued for a restaurant at 3205 N. Tenaya Way. The license is still active.
06/24/10	A business license (L19-95062) was issued for a Restaurant Service Bar at 3205 N. Tenaya Way. The license is still active.
No building permits have been issued nor have plans been submitted for the proposed project.	

Pre-Application Meeting	
10/06/10	A pre-application meeting was held with the applicant to discuss the submittal requirements to remove conditions 2, 3, and 4 of a previously approved Special Use Permit (U-0257-91).

Neighborhood Meeting
A neighborhood meeting was not required nor was one held.

Field Check	
11/03/10	Staff conducted a field check of the subject site with the following observations: • The landscape areas appeared properly maintained • There was no trash or debris on property or in the surrounding area • No discrepancies were noted during the inspection

Details of Application Request	
Site Area	
Gross Acres	1.87

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office, Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
South	Convenience Store with Car Wash	SC (Service Commercial)	C-1 (Limited Commercial)
East	Retail Establishment, Restaurant, Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
West	Offices	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 (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The applicant is requesting to delete Conditions Number 2, 3, and 4 of a previously approved Special Use Permit (U-0257-91) that stated, "No alcoholic beverages shall be sold before 11:00 a.m.; there shall be a three drink maximum per customer prior to 4:00 p.m. during weekdays; and the restaurant shall not remain open after 10:00 p.m." Since the approval of the Special Use Permit (U-0257-91), there has not been any Code Enforcement violation nor negative police reports filed against the business. Staff conducted a field check of the subject site on 11/03/10 and found the landscape areas being properly maintained and the surrounding area neat and clean in appearance with no discrepancies noted.

FINDINGS

The applicant is requesting that Conditions Number 2, 3, and 4 of a previously approved Special Use Permit (U-0257-91) deleted as they believe they are detrimental to the successful operation of the business. There are two (2) establishments that sell beer/wine/cooler on-sale (in restaurants) and one (1) tavern within 400 feet and another tavern approximately 840 feet west of the subject site, all with no restrictions. Staff has no objection to the applicant's request to delete the three conditions and is therefore recommending approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 224 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-39953** APN: 138-10-411-012

Name of Property Owner: EAM Properties LLC

Name of Applicant: Dona Maria Summerlin

Name of Representative: Nikolas Mastreangelo

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: Alfredo Martinez

Print Name: Alfredo Martinez

Subscribed and sworn before me

This 18th day of October, 2010

Jill Gravelle

Notary Public in and for said County and State

JILL GRAVELLE
Notary Public State of Nevada
No. 05-95936-1
My appt. exp. Mar. 11, 2013

RECEIVED
OCT 19 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Dona Maria Summerlin

Project Address (Location) 3205 N. Tenaya Way

Project Name Dona Maria Summerlin **Proposed Use** Commercial Rest.

Assessor's Parcel #(s) 138-10-411-012 **Ward #** 3

General Plan: existing X proposed ____ **Zoning:** existing X proposed ____

Commercial Square Footage 7762 **Floor Area Ratio** 4600

Gross Acres 1.87 **Lots/Units** 1 **Density** GC

Additional Information ____

PROPERTY OWNER EAM Properties, LLC **Contact** Alfredo Martinez

Address 910 S. Las Vegas BLVD **Phone:** (702) 382-6538 **Fax:** (702) 382-0937

City Las Vegas **State** NV **Zip** 89107

E-mail Address ____

APPLICANT Dona Maria Summerlin **Contact** Neriza Johnson

Address 3205 N. Tenaya Way **Phone:** (702) 656-1600 **Fax:** (702) 656-1500

City Las Vegas **State** NV **Zip** 89129

E-mail Address nerizajohnson@yahoo.com

REPRESENTATIVE ____ **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

Property Owner Signature* Alfredo Martinez

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alfredo Martinez

Subscribed and sworn before me

This 18th day of October, 20 10.

Jill Gravelle

Notary Public in and for said County and State

JILL GRAVELLE
Notary Public State of Nevada
No. 05-95936-1
My appt. exp. Mar. 11, 2013

OCT 19 2010

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ROC-39953
Meeting Date:	12/01/10 CC
Total Fee:	1080.00
Date Received:*	10/19/10
Received By:	JFmull

*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.

930219

00675

FINAL MAP OF

"TIERRA DE FLORES"

A COMMERCIAL SUBDIVISION

A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, T. 20 S., R. 60 E., M.D.M.
BEING LOTS 2, 3 & 4 OF FILE 69 OF PARCEL MAPS, PAGE 3, CLARK COUNTY RECORDER,
CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

OWNER'S CERTIFICATE:

JOSEPH L. FLORES & MARGARET T. FLORES, his wife, do hereby certify that they are the owners of the parcel of land which is shown upon this final map of "TIERRA DE FLORES" and do hereby consent to the preparation and recordation of this map and do hereby offer and dedicate the public streets, rights-of-way, and easements as indicated and outlined hereon to the City of Las Vegas, for the use of the public. Furthermore, the undersigned owners of the within platted lands, hereby grants and conveys to Nevada Power Company, Central Telephone Company, Southwest Gas Corporation, and the Las Vegas Valley Water District, jointly and severally and to their successors and assigns, a permanent easement as shown hereon as private streets, common areas, and all areas not occupied by any building structure for the construction, maintenance, operation, and final removal of underground power and telephone lines and appurtenances, and for above ground electric transformers, together with the right of ingress and egress thereto.

Rights-of-way areas are subject to and subordinate to the right of public and private utility companies to install and improve facilities including, but not limited to cable television facilities, sewer, and above-ground electric transformers and pedestals and underground facilities. No overhead lines shall be used.

Dated this 27th day of May, 1992

Joseph L. Flores 5-27-92
JOSEPH L. FLORES, husband DATE

Margaret T. Flores 5/27/92
MARGARET T. FLORES, his wife DATE

ACKNOWLEDGEMENT:

STATE OF NEVADA
S.S.
COUNTY OF CLARK

On this 27 day of May, 1992 personally appeared before me Frederick C. Fellwock, a notary public in and for said County and State, JOSEPH L. FLORES & MARGARET T. FLORES, his wife, known to me to be the persons described in, and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

Frederick C. Fellwock
Notary Public in and for said county and state
My commission expires April 12, 1995

NOTARY PUBLIC STATE OF NEVADA
County of Clark
FREDERICK C. FELLWOCK
My Commission Expires April 12, 1995

DIVISION OF WATER RESOURCES CERTIFICATE:

This final map is approved by the State of Nevada Division of Water resources of the Department of Conservation and Natural Resources concerning water quantity, subject to review of approval on file in this office.

Division of Water Resources
BY: George W. Quinn

12/31/92
Date

UTILITY / AGENCY APPROVALS:

We, the hereinnamed utility companies and agencies, approve the grant of the designated easements.

Sharon McShea 8-21-92
Nevada Power Company Date
SHARON MCSHEA

Nyles Smith 7-22-92
Central Telephone Company Date
NYLES SMITH

Lynn A. Malloy 07/22/92
Southwest Gas Company Date
LYNN A. MALLOY

Laura B. Jacobsen 8/12/92
Las Vegas Valley Water District Date
LAURA B. JACOBSEN

City of Las Vegas 1-22-93
DENNIS ANDERSON

CLARK COUNTY HEALTH DISTRICT CERTIFICATE:

This Final Map is approved by the Clark County Health District for the Health Division of the Department of Human Resources. This approval concerns sewage disposal, water pollution, water quality, and water supply facilities, and is predicated upon plans for a public water supply and a community system for disposal of sewage.

Clare A. Schmutz 1-13-93
Clark County Health District Date
BY: CLARE A. SCHMUTZ

CITY ENGINEERS CERTIFICATE:

I, Dennis Anderson, City Engineer of the City of Las Vegas, Nevada certify that I have examined the Final Map of "TIERRA DE FLORES" and that I am satisfied that the map is technically correct, that a performance bond has been deposited guaranteeing that monuments of the character shown and occupying the positions indicated will be set on or before the 5TH day of DECEMBER, 1993.

Dennis Anderson 11-22-93
City Engineer, City of Las Vegas, Nevada Date
Nevada P.E. Certificate No. 5160

CITY OF LAS VEGAS DEPARTMENT OF PUBLIC WORKS NEVADA

BASIS OF BEARING:

North 00°26'12" West, being the centerline of Tenaya Way as shown on a parcel map for B. Glade Wigar and the "Brown 1988 Trust" File 69 of Parcel Maps, Page 02, Clark County, Nevada records.

COUNTY RECORDER'S NOTE:

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX. (PER NRS 278.5695)

Recordation of this subdivision map will establish a water commitment from the Las Vegas Valley Water District for the 0.2 acre-feet annual duty. The commitment is limited for the other lots as identified below:

LOT/BLOCK	ACRE-FEET/YEAR
1	1.0

SUMMIT JOB NO. 70369

SURVEYOR'S CERTIFICATE:

I, Boyd R. Urie, a Professional Land Surveyor, Registered in the State of Nevada, certify that:
1. This is a true and accurate representation of the lands surveyed under my supervision at the instance of JOSEPH FLORES.
2. The lands surveyed lie within the Southwest Quarter (SW1/4) of Section 10, T.20S., R.60E., M.D.M., and the survey was completed on MAY 27, 1992.
3. This plat complies with the applicable state statutes and any local ordinances.
4. The monuments will be of the character shown and occupy the positions indicated by DECEMBER 3, 1993, and that an appropriate performance bond has been posted with the governing body to ensure their installation.

Boyd R. Urie
Professional Land Surveyor
Nevada Certificate No. 8614

BOYD R. URIE No. 8614 REGISTERED LAND SURVEYOR STATE OF NEVADA
May 27, 1992

LEGAL DESCRIPTION:

A parcel of land situated in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Sec. 10, Township 20 South, Range 60 East, M.D.M., Clark County, Nevada, and being more particularly described as follows:

Lots 2, 3 & 4 of File 69 of Parcel Maps, Page 3 in the Office of the County Recorder, Clark County, Nevada.

Said parcel contains an area of approximately 124,874 sq.ft.(2.86 acres), more or less.

COMMUNITY PLANNING AND DEVELOPMENT:

I certify that this Final Map substantially complies with the Tentative Map and any approved alterations thereto; that the Map complies with applicable statutory and ordinance provisions; and that all conditions imposed upon the Final Map have been met.

Norman R. Standerfer 1/21/93
Director of Community Planning and Development Date
City of Las Vegas

APPROVAL:

This Map is approved and the parcels hereby offered for dedication are accepted this 15th day of January, 1992, by the Planning Commission of the City of Las Vegas, Nevada.

Norman R. Standerfer 1/21/93
Secretary of the Planning Commission Date
City of Las Vegas, Nevada

FINAL MAP OF "TIERRA DE FLORES" A COMMERCIAL SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, T. 20 S., R. 60 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA	NO. 00675 Filed at the request of SUMMIT ENGINEERING CORP. Date 2-19-93 At 09:31 Book 55 Page 64 of Plats Official Records Book 930219 Clark County, Nevada Records Jean L. Swift, Recorder Fee: 25.25 Deputy NE
SUMMIT ENGINEERING CORPORATION CONSULTING ENGINEERS AND SURVEYORS 115 EAST LAKE AVENUE, LAS VEGAS, NEVADA 89119 (702) 796-1801	SHEET 1 OF 2

Book 55 PAGE 64

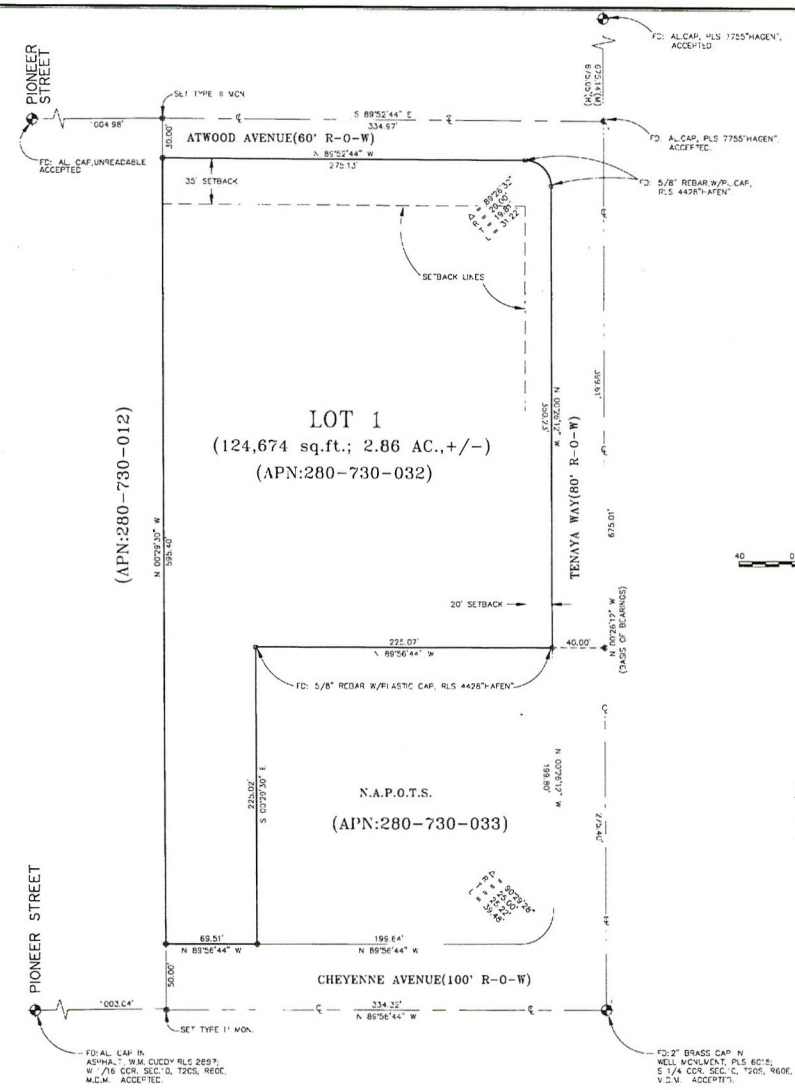
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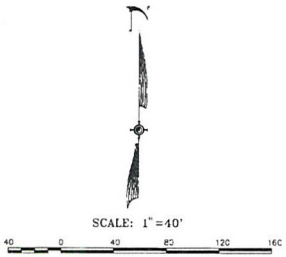
ROC-39953

930219

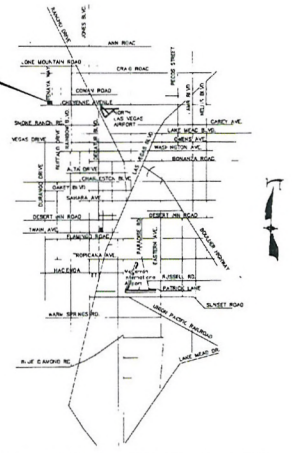
00675

FINAL MAP
OF
"TIERRA DE FLORES"





PROJECT SITE



LAS VEGAS VICINITY MAP

NOT TO SCALE

LEGEND

- PROPERTY LINE
- CENTERLINE
- FOUND AS NOTED
- SET 5/8" REBAR W/AL.CAP, P.L.S. 8814

NOTES:

1. PER FILE 69 OF PARCEL MAPS, PAGE 3, EACH PARCEL HAS NON-EXCLUSIVE EASEMENTS FOR THE INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND THE RIGHT OF VEHICULAR PARKING UPON, OVER AND ACROSS EACH PARCEL EXCEPT THOSE PORTIONS LYING WITHIN A BUILDING OUTLINE.

COUNTY RECORDER'S NOTE:

ANY SUBSEQUENT CHANGES TO THIS MAP SHOULD BE EXAMINED AND MAY BE DETERMINED BY REFERENCE TO THE COUNTY RECORDER'S CUMULATIVE MAP INDEX. (NRS 278.5695)

FINAL MAP
OF
"TIERRA DE FLORES"

LOCATED IN THE SE1/4 SW1/4 SEC'D, T20S, R60E, M.D.M., ALSO BEING ALL OF LOTS 2, 3 & 4 OF FILE 69 OF PARCEL MAPS, PAGE 3, CLARK COUNTY, NEVADA RECORDER'S CUMULATIVE MAP INDEX.

SUMMIT ENGINEERING CORPORATION
CONSULTING ENGINEERS AND SURVEYORS
115 E. LAKE MEAD, LAS VEGAS, NEVADA 89119
(702) 736-1800, FAX 736-0640

SHEET 2 OF 2

RECD OCT 19 2010

Book 55 PAGE 64

ROC-39953

DONA MARIA PLAZA
PROPOSED RETAIL AND OFFICE CENTER
CITY OF LAS VEGAS, NEVADA

SMITHTINDALL

2200 EAST PATRICK LANE, SUITE 3
LAS VEGAS, NEVADA 89119
PHONE 702.597.5292
FACSIMILE 702.597.5598
ARCHITECTURE RESIDENTIAL DESIGN GENERAL CONTRACTING

DESIGN TEAM

PROJECT ARCHITECT:	SMITHTINDALL DESIGN GROUP (702) 597-5292
MECHANICAL ENGINEER:	JAMES H. GLOVER P.E. (702) 597-5292
PLUMBING ENGINEER:	JAMES H. GLOVER P.E. (702) 597-5292
STRUCTURAL ENGINEER:	DAVID UU AND ASSOCIATES (702) 355-2594

SHEET INDEX

ARCHITECTURAL
- AS-1 ARCHITECTURAL SITE PLAN
- A-1 FLOOR PLAN
- A-2 ROOF PLAN
- A-3 EXTERIOR ELEVATIONS
- A-4 BUILDING SECTIONS
- A-4.1 BUILDING SECTIONS
- A-4.2 BUILDING SECTIONS
- A-5 FACAD AND TOWER DETAILS
- L-1 LANDSCAPE PLAN
- D-1 ARCHITECTURAL DETAILS

ELECTRICAL
- E-1 ELECTRICAL SITE PLAN
- E-2 SINGLE LINE DIAGRAM
- E-3 ELECTRICAL PLAN

MECHANICAL AND PLUMBING
- M-1 MECHANICAL PLAN
- P-1 PLUMBING PLAN

STRUCTURAL
- SN-1 STRUCTURAL NOTES & DETAILS
- S-1 FOUNDATION PLAN
- S-2 ROOF FRAMING PLAN
- SD-1 STRUCTURAL DETAILS
- SD-2 STRUCTURAL DETAILS

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GENERAL NOTES

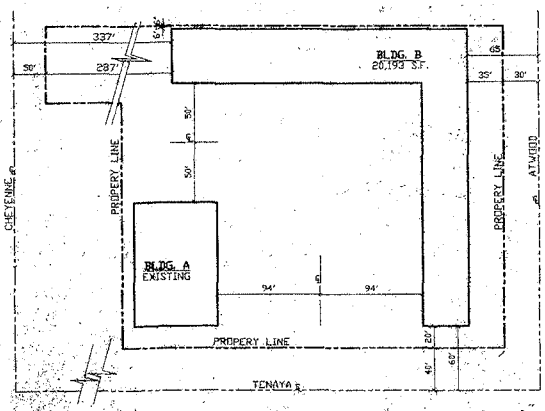
1. ALL WORK PERFORMED AND/OR ALL SUBCONTRACTORS, CONSTRUCTION SHALL PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROPERLY COMPLETE THE WORK IN STRICT ACCORDANCE WITH THE ATTACHED PLANS AND SPECIFICATIONS. ALL CONSTRUCTION WORK MUST COMPLY WITH ALL F.H.A. AND V.A. REQUIREMENTS, CODES, ORDINANCES AND RESTRICTIONS. ANY WORK, MATERIAL OR EQUIPMENT WHICH MAY HAVE BEEN INADVERTENTLY OMITTED FROM THE SPECIFICATIONS BUT IS SHOWN OR CLEARLY NECESSARY FOR PROPER AND COMPLETE PERFORMANCE OF THE JOB SHALL BE FURNISHED BY SUBCONTRACTOR AS IF IT HAD BEEN SPECIFIED.
2. PRIOR TO START OF CONSTRUCTION, GENERAL CONTRACTOR SHALL ARRANGE TO HAVE FURNISHED (BY OTHERS ENGINEERING, PLUMBING AND ELECTRICAL LAYOUT, & GLOBE LOAD CALCS.
3. ALL WORK SHALL CONFORM TO ADOPTED CURRENT BUILDING CODES AND ORDINANCES INCLUDING ELECTRICAL, PLUMBING, MECHANICAL SAFETY, FIRE AND ZONING.
4. IT SHALL BE THE SUBCONTRACTOR'S RESPONSIBILITY TO COMPLETELY FAMILIARIZE HIMSELF WITH THESE PLANS AND THE EXISTING SITE CONDITIONS AND TO REPORT THE NONEXISTENCE OF ANY DISCREPANCIES PRIOR TO THE START OF THE CONSTRUCTION.
5. ANY DEVIATIONS FROM REVISED AND/OR APPROVED CONSTRUCTIONS DRAWINGS WITHOUT PRIOR WRITTEN NOTIFICATION TO THE OWNER WILL VOID ANY ENGINEER'S RESPONSIBILITY FOR THE WORK INVOLVED.
6. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR AND/OR SUBCONTRACTOR IS TO SUBMIT SHOP DRAWINGS, CALCULATIONS, SAMPLES, COLOR CHARTS, ETC. TO THE OWNER FOR REVIEW AND APPROVAL. ALSO, ANY ALTERNATE EQUIPMENT AND/OR MATERIALS MUST BE SUBMITTED FOR APPROVAL. COPIES OF APPROVED SHOP DRAWINGS SHALL BE FURNISHED TO ENGINEER FOR REVIEW OF CONFORMANCE.
7. ALL CONSTRUCTION QUESTIONS AND/OR REQUESTS ARE TO BE DIRECTED TO THE OWNER.
8. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE AS STATED OR AS OTHERWISE SHOWN.
9. WHERE ADDITIONS ARE TO EXISTING BUILDINGS IN SUCH A MANNER AS TO BE VISUALLY CONNECTED TO THE EXISTING BUILDING, THE CONTRACTOR SHALL MATCH THE EXISTING FINISHES.

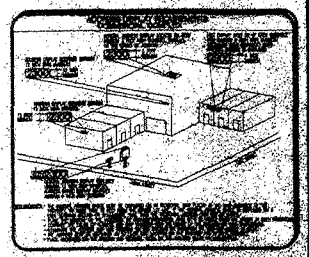
CODE ANALYSIS

JURISDICTION: CITY OF LAS VEGAS
OCCUPANCY CLASSIFICATION: B
TYPE OF CONSTRUCTION: TYPE V – NON RATED FULLY SPRINKLED

ALLOWABLE AREA
UNLIMITED

BLDG. B: 20,193 SF





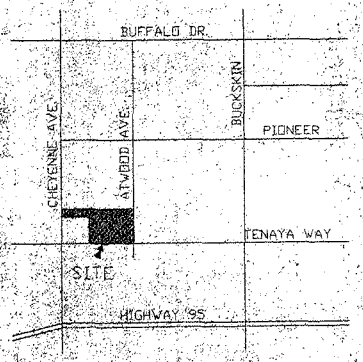
SITE COVERAGE

SITE:		124,581 SQ. FT.
COVERED AREA:		25.8%
BLDG. A	7,770 SQ. FT.	
BLDG. B	24,435 SQ. FT.	
TOTAL	32,205 SQ. FT.	

HEIGHT

ACTUAL HEIGHT: 1 STORY
ALLOWABLE HEIGHT: 38'-0" AT TOWERS/18'-0" TO 22'-1" AT BUILDING 50'-0"
CODES USED: 1997 UBC, UPC, UMC, UFC, 1999 NEC

VICINITY MAP



SMITHTINDALL
2200 EAST PATRICK LANE, SUITE 3
LAS VEGAS, NEVADA 89119
PHONE 702.597.5292
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ARCHITECTURE RESIDENTIAL DESIGN GENERAL CONTRACTING

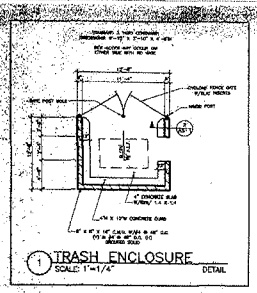
DONA MARIA PLAZA
PROPOSED RETAIL AND OFFICE CENTER

2-1-01

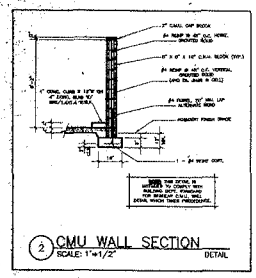
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OCT 19 2010

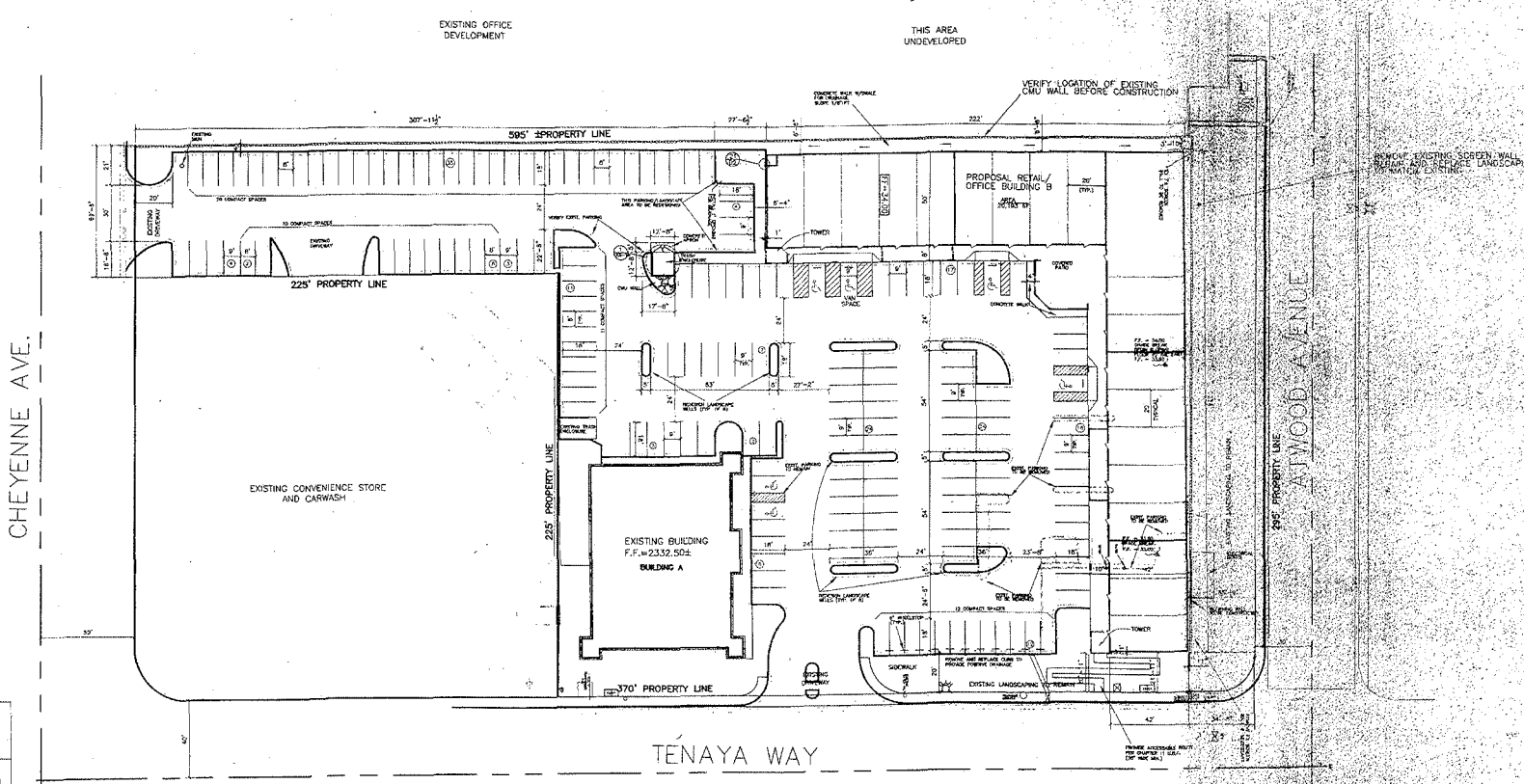
ROC-39953



1 TRASH ENCLOSURE
SCALE: 1"=1/4" DETAIL



2 CMU WALL SECTION
SCALE: 1"=1/2" DETAIL



FEDERAL LAW REQUIRES YOU MEET ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT GUIDELINES. YOU MUST ALSO COMPLY WITH THE 1997 UBC AND ANSI A-117.1. WHERE THERE ARE CONFLICTS, THE MOST RESTRICTIVE WILL GOVERN.

UBC 1106. Accessible Exterior Routes.
Accessible exterior routes shall be provided from public transportation stops, accessible parking and accessible passenger loading zones and public sidewalks to the accessible building entrance they serve.

COMPLY WITHALL REQUIREMENTS OF THE UNIFORM BUILDING CODE AND 1992 ANSI A-117.1 FOR ACCESSIBILITY FOR THE DISABLED. ALSO MEET ALL STATE AND FEDERAL REQUIREMENTS. THE FOLLOWING ARE SOME BUT NOT ALL REQUIREMENTS. IT IS THE RESPONSIBILITY OF THE PERMIT HOLDER TO UNDERSTAND AND COMPLY WITH ALL ADOPTED CODES AND ORDINANCES.

INACCESSIBLE BUILDING ENTRANCES, INACCESSIBLE PUBLIC TOILETS, AND BATHING FACILITIES, AND ELEVATORS NOT ON AN ACCESSIBLE ROUTE SHALL BE PROVIDED WITH DIRECTIONAL SIGNAGE INDICATING THE ROUTE TO THE NEAREST SIMILAR ACCESSIBLE ELEMENT. SECTION 1103.2.4.2, 1997 UBC.

WHEN MORE THAN ONE BUILDING OR FACILITY IS LOCATED ON SITE, ACCESSIBLE ROUTES SHALL BE PROVIDED CONNECTING ACCESSIBLE BUILDINGS AND ACCESSIBLE FACILITIES. SECTION 1103.2.2, 1997 UBC.

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WHEELSTOPS AT HANDICAP PARKING SHALL BE PLACED SO THAT VEHICLE OVERHANG WILL NOT IMPEDE PEDESTRIAN TRAFFIC WITHIN THE HANDICAP ACCESS ROUTES.

ACCESSIBLE PARKING SPACES SHALL BE LOCATED ON THE SHORTEST POSSIBLE ACCESSIBLE ROUTE FROM ADJACENT PARKING TO AN ACCESSIBLE BUILDING ENTRANCE. IN FACILITIES WITH MULTIPLE ACCESSIBLE PARKING SPACES SHALL BE DISPERSED AND LOCATED NEAR ACCESSIBLE ENTRANCES.
EXCEPTION: IN MULTIPLE PARKING STRUCTURES, ACCESSIBLE VAN PARKING SPACES MAY BE LOCATED ON ONE LEVEL.

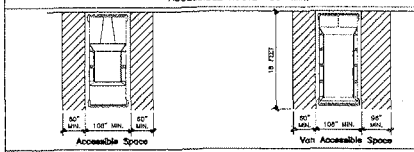
HANDICAP ROUTE SLOPES ARE NOT TO EXCEED 5% RUNNING, AND 2% GROSS SLOPE.

CONDITION OF APPROVAL**CLV PROJ.# C-71-00 DATE: 7/7/00
BUILDING INSPECTOR MUST VERIFY THE EXISTENCE AND COMPLIANCE FOR:

A: HANDICAPPED ACCESSIBLE PARKING, ACCESS AISLES, AND SIGNAGE.
B: ACCESSIBLE PATHS WITH COMPLYING SLOPES TO THE PUBLIC WAY, AND
C: ACCESSIBLE RESTROOMS.

IF NOT PRESENT, REVISIONS ARE REQUIRED TO MEET THESE ISSUES.

This Design Includes Requirements from
1992 CABO/ ANSI A117.1, Section 4.6, and the
City of Las Vegas Planning Department
Title 19A, Chapter 19A, Chapter 19A.10 G3a



Surface Slope Section 4.6.2	Accessible parking spaces shall be located on a surface with a slope not exceeding 1:48 (2%) in all directions
Dimension of parking spaces Section 4.6.3 Additional Access aisles: Las Vegas Zoning Code Title 19A	Accessible spaces: Shall be 108" wide plus two adjacent 60" wide access aisles. Van Accessible spaces: Shall be 108" wide plus two adjacent 96" wide access aisles with a clear height of 98" minimum. One of the adjacent access aisles may be 60" wide min. All accessible Spaces: Two accessible spaces may share a common access aisle. Curb ramps are not allowed in access aisles
Signs Section 4.6.4 (Nevada Revised Statutes requires signs for all handicapped parking.)	Accessible parking spaces shall be identified by a sign showing the international symbol of accessibility. Signs shall not be obscured by a vehicle parked in the space, and van accessible signs shall be marked "Van Accessible."

One van accessible space shall be provided for every eight accessible parking spaces, or fration thereof, starting with the first space. Accessible parking spaces shall be located on the shortest possible accessible route from adjacent parking to an accessible building entrance. In facilities with multiple accessible building entrances with adjacent parking, accessible parking spaces shall be dispersed and located near the accessible entrances.



A SITE PLAN
SCALE: 1"=30' PROPOSED

LEGEND
DENOTES EXISTING PARKING TO BE RELOCATED
DENOTES STREET CENTERLINES
DENOTES PROPERTY LINES
DENOTES CURB LINES

PARKING REQUIREMENTS PER:
DEPUTY DIRECTOR
BOB GENZER
PLANNING SUPERVISOR
VIOLA GOODWIN

NOTES
1. SOME LANDSCAPING IS EXISTING AND TO REMAIN.
2. PARKING LOT IS EXISTING, AND TO BE PATCHED AND REPAIRED AT NEW CONSTRUCTION.
3. PROVIDE LANDSCAPE WATER FOR CONCRETE FLOWER POTS AT WALK, AND NEW LANDSCAPING IN PARKING LOT.
4. PARKING LOT TO BE RESURFACED AND RESTRIPED.

NOTE: GENERAL CONTRACTOR TO VERIFY FIELD CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES OR CONDITIONS THAT MAY NOT ALLOW PARKING TO BE CONSTRUCTED AS SHOWN PRIOR TO CONSTRUCTION.

OCT 19 2010

SMITH TINDALL
ARCHITECTURE · RESIDENTIAL DESIGN · GENERAL CONTRACTING
2200 EAST PATRICK LANE, SUITE 3
LAS VEGAS, NEVADA 89119
PHONE 702.597.0293
FACSIMILE 702.597.0299

stamp

SITE PLAN

PROPOSED RETAIL AND OFFICE CENTER

DONA MARIA PLAZA

revisions

job no. 0305
date 2-1-01
sheet no. AS-1
of sheets

ROC-39953

DONA MARIA PLAZA
PROPOSED RETAIL AND OFFICE CENTER
CITY OF LAS VEGAS, NEVADA

SMITHTINDALL

2200 EAST PATRICK LANE, SUITE 3
LAS VEGAS, NEVADA 89119
PHONE 702.597.5292
FACSIMILE 702.597.5598

ARCHITECTURE RESIDENTIAL DESIGN GENERAL CONTRACTING

DESIGN TEAM

PROJECT ARCHITECT:	SMITHTINDALL DESIGN GROUP (702) 597-5292
MECHANICAL ENGINEER:	JAMES H. GLOVER P.E. (702) 597-5292
PLUMBING ENGINEER:	JAMES H. GLOVER P.E. (702) 597-5292
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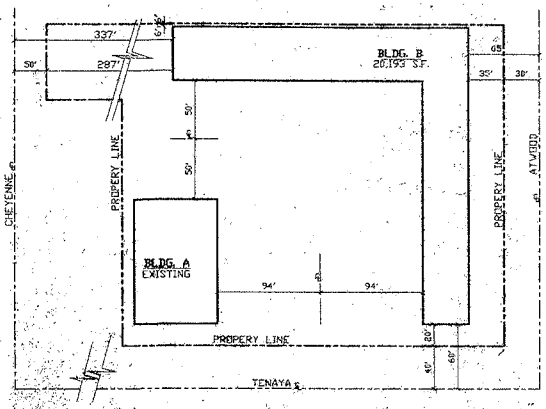
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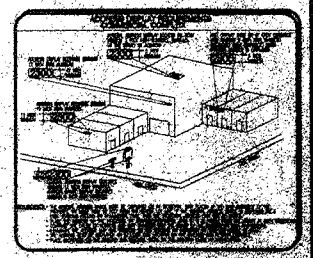
CODE ANALYSIS

JURISDICTION: CITY OF LAS VEGAS
OCCUPANCY CLASSIFICATION: B
TYPE OF CONSTRUCTION: TYPE V – NON RATED FULLY SPRINKLED

ALLOWABLE AREA
UNLIMITED

BLDG. B: 20,193 SF





SITE COVERAGE

SITE:	25.8%	124,581 SQ. FT.
COVERED AREA:		
BLDG. A		7,770 SQ. FT.
BLDG. B		24,435 SQ. FT.
TOTAL		32,205 SQ. FT.

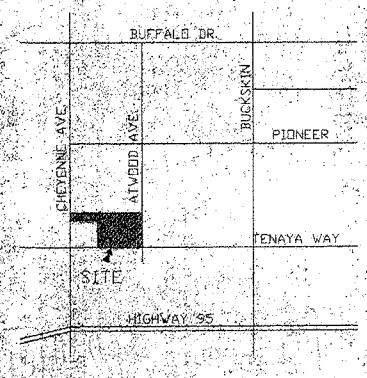
HEIGHT

ACTUAL HEIGHT	1 STORY
ALLOWABLE HEIGHT	38'-0" AT TOWERS/18'-0" TO 22'-1" AT BUILDING
CODES USED:	50'-0"
	1997 UBC, UPC, UMC, UFC, 1999 NEC

GENERAL NOTES

1. GENERAL CONTRACTOR ACTING TO ALL SUBCONTRACTORS.
2. ALL CONTRACTORS SHALL PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PROPERLY FINISH AND COMPLETE THE WORK IN STRICT ACCORDANCE WITH THE ATTACHED PLANS AND SPECIFICATIONS.
3. ALL CONSTRUCTION WORK SHALL COMPLY WITH ALL F.H.A. AND U.L. REQUIREMENTS, LOCAL BUILDING CODES AND ORDINANCES. ANY MATERIAL OR WORKMANSHIP WHICH MAY NOT BE SPECIFICALLY MENTIONED, BUT WHICH IS OBVIOUSLY OMITTED FROM THE SPECIFICATIONS, SHALL BE SUPPLIED OR PERFORMED AS IF FULLY NECESSARY FOR PROPER AND COMPLETE PERFORMANCE OF THE JOB, SHALL BE FURNISHED BY SUBCONTRACTOR AS IF IT HAD BEEN MENTIONED.
4. PRIOR TO START OF CONSTRUCTION, GENERAL CONTRACTOR SHALL REVIEW ALL THE BUILDING DEPARTMENT, STRUCTURE ENGINEERING, PLUMBING DRAWINGS (HEREINAFTER REFERRED TO AS "PLANS") AND SALES.
5. ALL WORK SHALL COMPLY WITH THE 1997 UNIFORM BUILDING CODES AND ALL APPLICABLE MECHANICAL, ELECTRICAL, PLUMBING, EQUIPMENT, SAFETY, FIRE AND OTHER.
6. IT SHALL BE THE SUBCONTRACTOR'S RESPONSIBILITY TO COMPLETELY FAMILIARIZE HIMSELF WITH THESE PLANS AND THE EXISTING SITE CONDITIONS, AND TO NOTIFY THE DESIGNER OF ANY DISCREPANCIES PRIOR TO THE START OF THE CONSTRUCTION.
7. ALL CHANGES FROM APPROVED AND/OR APPROVED CONSTRUCTIONS DRAWINGS MUST BE BROUGHT TO THE ATTENTION TO THE ARCHITECT AND THE OWNER'S RESPONSIBILITY FOR THE CHANGE IN WORK.
8. [illegible] CONTRACTOR AND/OR SUBCONTRACTOR IS TO [illegible] SHOP DRAWINGS, SAMPLES, ETC. SHOP DRAWINGS, SAMPLES, ETC. SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL ALSO [illegible] SHALL BE SUBMITTED TO THE ARCHITECT. CORRECTIONS [illegible] SHALL BE FURNISHED TO THE ARCHITECT FOR REVIEW [illegible] IF REQUIRED.
9. [illegible] SHOULD NOT BE DIRECTED TO [illegible]
10. [illegible] SHOWN ON THE PLANS SHALL BE AS STATED OR AS [illegible]
11. [illegible] SHALL BE POSITIONED IN SUCH A [illegible] TO BE READILY VISIBLE FROM THE STREET FRONTING THE PROPERTY.

VICINITY MAP



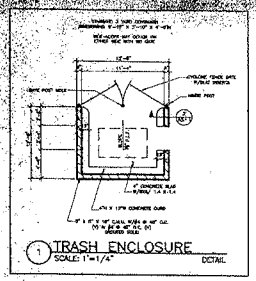
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DONA MARIA PLAZA
PROPOSED RETAIL AND OFFICE CENTER

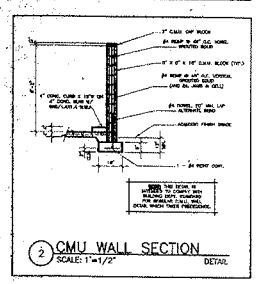
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JOB #00031

OCT 19 2010

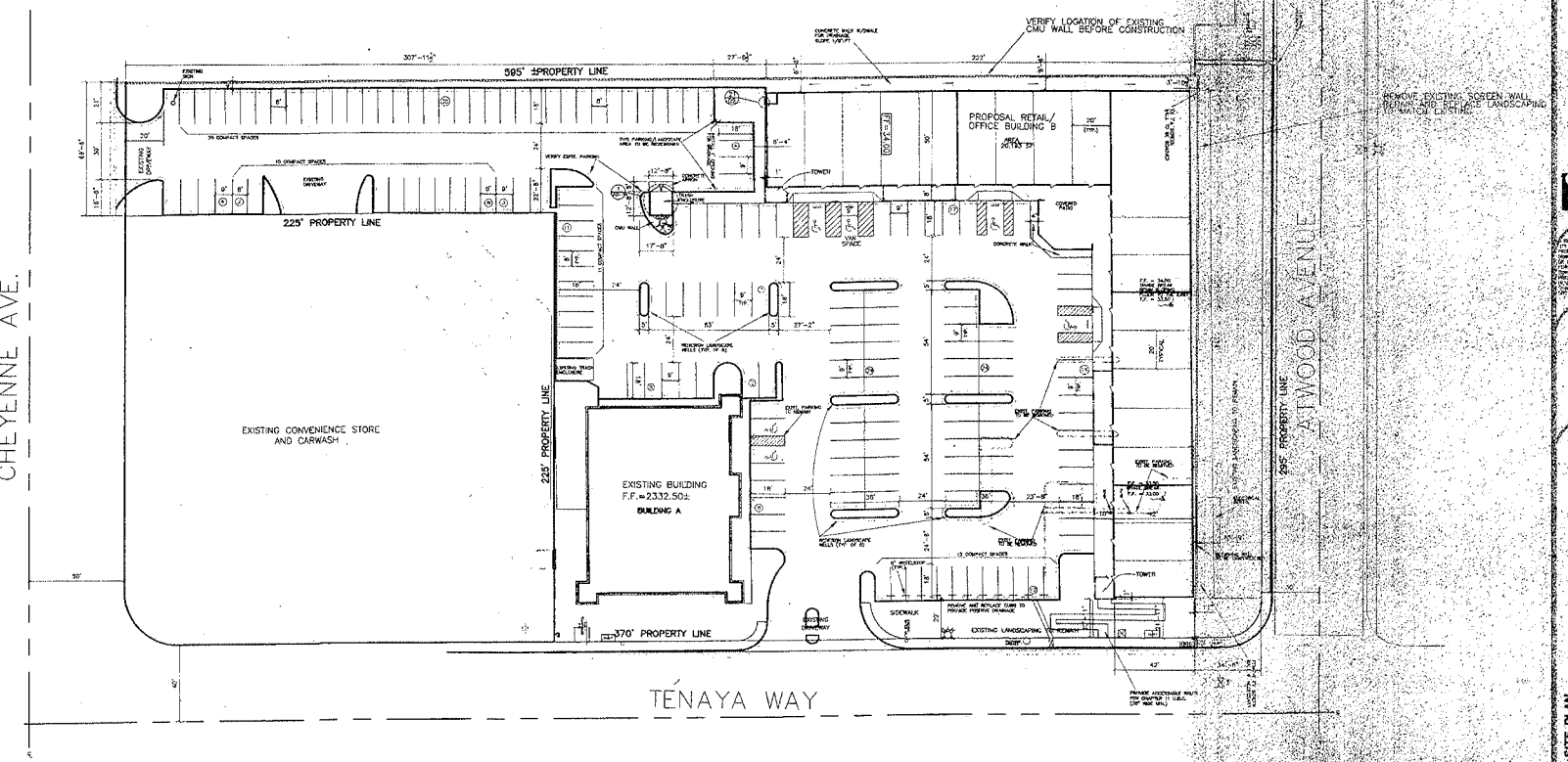
ROC-39953



1 TRASH ENCLOSURE
SCALE: 1"=1/4" DETAIL



2 CMU WALL SECTION
SCALE: 1"=1/2" DETAIL



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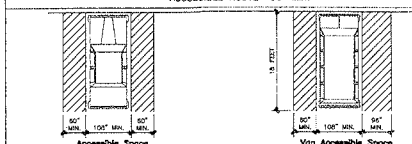
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CONDITION OF APPROVAL**CLV PROJ.# C-71-00 DATE: 7/7/00
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This Design Includes Requirements from
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Surface Slope Section 4.6.2	Accessible parking spaces shall be located on a surface with a slope not exceeding 1:48 (2%) in all directions
Dimensions of parking spaces Section 4.6.2 Additional access signs Ch. 19A.72 Zoning Code Title 19A	Accessible spaces shall be 108" wide plus two adjacent 60" wide access aisles. Van Accessible spaces shall be 108" wide plus two adjacent 96" wide access aisles with a clear height of 98" minimum. One of the adjacent access aisles may be 60" wide min. All accessible Spaces: Two accessible spaces may share a common access aisle. Curb ramps are not allowed in access aisles
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A SITE PLAN
SCALE: 1"=30' PROPOSED

LEGEND
DENOTES EXISTING PARKING TO BE RELOCATED
DENOTES STREET CENTERLINES
DENOTES PROPERTY LINES
DENOTES CURB LINES

OCT 19 2010

PARKING REQUIREMENTS PER:
DEPUTY DIRECTOR
BOB GENZER
PLANNING SUPERVISOR
VIOLA GOODWIN

NOTES
1. SOME LANDSCAPING IS EXISTING AND TO REMAIN.
2. PARKING LOT IS EXISTING, AND TO BE PATCHED AND REPAIRED AT NEW CONSTRUCTION
3. PROVIDE LANDSCAPE WATER FOR CONCRETE FLOWER POTS AT WALK, AND NEW LANDSCAPING IN PARKING LOT
4. PARKING LOT TO BE RESURFACED AND RESTRIPED.

NOTE: GENERAL CONTRACTOR TO VERIFY FIELD CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES OR CONDITIONS THAT MAY NOT ALLOW PARKING TO BE CONSTRUCTED AS SHOWN PRIOR TO CONSTRUCTION

SITE TABULATION

SITE	4.64 AC. (202,081.9 SQ. FT.)
ZONING	C-1
PROPOSED	
BLDG. 'A' RETAIL/FAST FOOD/CARWASH	4,500 SQ. FT.
BLDG. 'B' RETAIL/OFFICE	9,000 SQ. FT.
TOTAL	13,500 SQ. FT.
PARKING REQUIRED	
BLDG. 'A' 4,500 SQ. FT. @ 1 SPACE/200 SQ. FT. (RESTAURANT)	23 SPACES
BLDG. 'B' 9,000 SQ. FT. @ 1 SPACE/250 SQ. FT.	36 SPACES
TOTAL	59 SPACES
PARKING PROVIDED	
1 SPACE/200 SQ. FT. OF RESTAURANT AREA 'A'	23 SPACES
1 SPACE/250 SQ. FT. OF RETAIL/OFFICE AREA 'B'	36 SPACES
TOTAL	59 SPACES
PARKING REQUIRED	
1 SPACE/200 SQ. FT. OF RESTAURANT AREA 'A'	23 SPACES
1 SPACE/250 SQ. FT. OF RETAIL/OFFICE AREA 'B'	36 SPACES
TOTAL	59 SPACES
PARKING PROVIDED	
1 SPACE/200 SQ. FT. OF RESTAURANT AREA 'A'	23 SPACES
1 SPACE/250 SQ. FT. OF RETAIL/OFFICE AREA 'B'	36 SPACES
TOTAL	59 SPACES
PARKING REQUIRED PER NRS, MIN. (1/50)	185 SPACES
PARKING PROVIDED PER NRS, MAX. (1/200)	46 SPACES
5% HANDICAPPED SPACES	5 SPACES
TOTAL	236 SPACES
COVERED AREA	
BLDG. 'A'	1,750 SQ. FT.
BLDG. 'B'	14,435 SQ. FT.
SITE COVERAGE	25.6%

SMITH TINDALL
ARCHITECTURE RESIDENTIAL DESIGN GENERAL CONTRACTING
2300 EAST PATRICK LANE, SUITE 3
LAS VEGAS, NEVADA 89119
PHONE 792-597-5592
FACSIMILE 792-597-5599

stamp

PROPOSED RETAIL AND OFFICE CENTER

DONA MARIA PLAZA

SITE PLAN

revisions

job no.
0005
date
2-1-01
sheet no.
AS-1

ROC-39953



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TEQUILA
ROC-39953


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ROC-39953



ROC-39953 - APPLICANT: DONA MARIA SUMMERLIN - OWNER: EAM PROPERTIES, LLC
3205 NORTH TENAYA WAY

11/03/10



ROC-39953 - APPLICANT: DONA MARIA SUMMERLIN - OWNER: EAM PROPERTIES, LLC
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11/03/10



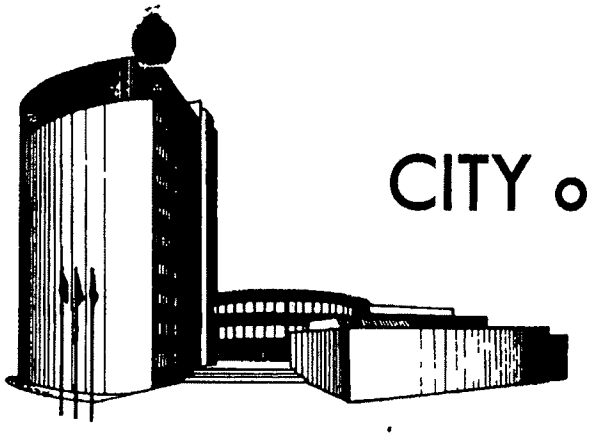
ROC-39953 - APPLICANT: DONA MARIA SUMMERLIN - OWNER: EAM PROPERTIES, LLC
3205 NORTH TENAYA WAY

11/03/10

MAYOR
JAN LAVERTY JONES

COUNCILMEN
BOB NOLEN
ARNIE ADAMSEN
SCOTT HIGGINSON
FRANK HAWKINS JR

CITY MANAGER
WILLIAM J NOONAN



CITY of LAS VEGAS

January 10, 1992

Dr. Elwyn Cameron, Trustee
D. Elwyn Cameron Family Trust
3309 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: U-257-91 - SPECIAL USE PERMIT

Dear Dr. Cameron:

The City Council at a regular meeting held December 18, 1991 APPROVED the application of D. Elwyn Cameron Family Trust for a Special Use Permit to allow a service bar in conjunction with a proposed restaurant on property located on the west side of Tenaya Way between Atwood Avenue and Cheyenne Avenue, in Zoning District C-1, subject to:

1. This action does not constitute approval of a liquor license.
2. No alcoholic beverages shall be sold before 11.00 a.m.
3. There shall be a three drink maximum per customer.
4. The restaurant shall not remain open after 10:00 p m.

Sincerely,

Kathleen M. Tighe

KATHLEEN M TIGHE
City Clerk KMT

/cmp

cc: See attachment

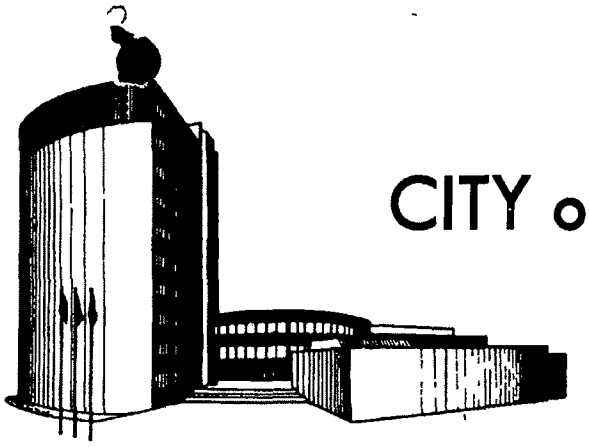
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400 E STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986 • (702) 229-6011

MAYOR
JAN LAVERTY JONES

COUNCILMEN
BOB NOLEN
ARNIE ADAMSEN
SCOTT HIGGINSON
FRANK HAWKINS JR

CITY MANAGER
WILLIAM J NOONAN



CITY of LAS VEGAS

March 9, 1992

Dr. Elwyn Cameron, Trustee
D. Elwyn Cameron Family Trust
3309 West Charleston Boulevard
Las Vegas, Nevada 89102

RE: U-257-91 - SPECIAL USE PERMIT

Dear Dr. Cameron:

The City Council at a regular meeting held February 19, 1992 APPROVED the Review of Condition that there be a three drink maximum imposed on the approved Special Use Permit of D. Elwyn Cameron Family Trust to allow a service bar in conjunction with a proposed restaurant on property located on the west side of Tenaya Way between Atwood Avenue and Cheyenne Avenue, in Zoning District C-1, subject to:

1. There be a three alcoholic drink maximum per customer prior to 4:00 p.m. during weekdays.

Sincerely,

KATHLEEN M TIGHE
City Clerk JLS

/cmp

cc: See Attachment

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PLANNING AND DEVELOPMENT

400 E STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986 • (702) 229-6011

ADRIAN MENDOZA-VEGA, ESQ.
Nevada Bar No.: 009125
4813 W. Gilmore Avenue
Las Vegas, Nevada 89130
Phone: (702) 556-6602 **Email:** mendozavega01@hotmail.com

October 18, 2010

City of Las Vegas
Department of Planning & Development
731 South Fourth Street
Las Vegas, Nevada 89101

City of Las Vegas
Planning Commission
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

City of Las Vegas
Office of Business Development
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, NV 89101



RE: Doña Maria Tamales Mexican Restaurant-Summerlin
3250 N. Tenaya Way, Las Vegas, NV 89129

Dear Department of Planning & Development, and all concerned:

Please be advised that I have been retained by Doña Maria, Inc., a local establishment now with two restaurant locations in business for over 30 years here in the Las Vegas valley, well known for their famous tamales, authentic Mexican food and voted Las Vegas Review Journal's pick for "Best of Las Vegas" Mexican restaurant for 2010. (SEE Exhibit #1)

In light of the aforementioned, please consider this justification letter for the City of Las Vegas Department of Planning and Development to remove the three recent (3) **SUP U-257-91** Conditions imposed upon Doña Maria, Inc. since the transfer of ownership from Alfredo & Elvia Martinez , to their daughter and current, owner and operator, Neriza Johnson, namely:

(1) No alcohol beverage shall be sold before 11:00 a.m.;
(2) There shall be a three alcohol drink maximum, per customer prior to 4:00 p.m. during weekdays.; and
(3) The restaurant shall not remain open after 10:00 p.m.

(SEE Exhibit #2 "Conditional Temporary License.")

ROC-39953

The subject property at issue is a family owned restaurant serving authentic Mexican cuisine, was established over 30 years ago in 1980, with two (2) locations in the Las Vegas Valley. The original restaurant location established in 1980 at 910 S. Las Vegas Boulevard, Las Vegas, Nevada 89101; and the second restaurant location established in 1998 at 3205 North Tenaya, Las Vegas, Nevada 89129.

The subject Doña Maria Tamales Mexican Restaurant-Summerlin located at 3250 N. Tenaya Way, Las Vegas, Nevada 89129 currently employees forty-two (42) people in the area/positions of: chefs, kitchen workers, hosts, waiters, bus persons, dish washers, management, etc. It is open for business seven (7) days a week as follows: Monday-Friday from 11:00 a.m. - 10:00 p.m. and Saturday-Sunday from 9:00 a.m. - 10:00 p.m.

In order to stay viable in the present economic environment, a restaurant must ensure quality food, customer service, and environment. In being able to provide such in the future, Doña Maria asks and implores that the City of Las Vegas Department of Planning & Development lift and remove the three (3) subject restrictions set forth above so that Doña Maria, Inc. may continue to grow its business and provide a viable tax collection revenue source for the City of Las Vegas and State of Nevada.

Currently, Doña Maria Tamales Mexican Restaurant-Summerlin has been able to remain open with the current three (3) subject restrictions in place, but at great costs that are both burdensome and detrimental to their ability to continue to remain a future viable business in the Las Vegas Valley. Since the transfer of ownership from Mi Tierra Mexican Restaurant to Doña Maria, Inc. in 1998, Mrs. Neriza Johnson has always been a key employee for the restaurant that her parents, Alfredo & Elvia Martinez, first opened in Downtown Las Vegas in 1980, with a second location in 1998 operating with no restrictions. (SEE Exhibit #3 "City of Las Vegas letter dated July 16, 1998.")

Particularly, the 1st restriction which reads as: "No alcohol beverage shall be sold before 11:00 a.m." is burdensome upon Doña Maria, Inc. because while the Summerlin location opens at 11:00 a.m. from Monday-Friday, on weekends, i.e. Saturday and Sundays, the restaurant opens at 9:00 a.m. and many patrons have left the establishment upon being advised that they can order no alcohol on weekends. Customers do not understand why they were able to enjoy their breakfast with a drink in the past, but not now that the subject restrictions have been imposed. Doña Maria, Inc. also losses many weekend customers, patrons, and business opportunities from people looking to have an occasional alcoholic beverage on weekday mornings at social gathering such as Baptisms, Parties, Retirements, Meetings, etc. wherein the banquet hall facilities of the restaurant are sought after for events, causing Doña Maria, Inc. to lose business revenue and clientele.

Also, the 2nd restriction which sets forth that: "There shall be a three alcohol drink maximum, per customer prior to 4:00 p.m. during weekdays" is burdensome and detrimental to the future business and well being of Doña Maria, Inc. because Doña Maria, Inc. has never been advised what exactly constitutes a "drink" so as to be able to enforce this restriction prior to 4:00 p.m. during weekdays. Precisely when Mrs. Neriza Johnson inquired of Code Enforcement and City Inspectors what constitutes a "drink", no person was able to supply an answer. As such, to-date Doña Maria, Inc. has been

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restricted in its ability to serve alcohol to patrons before 4:00 p.m. during weekdays without specifically knowing whether a 12 oz beer, shot of Tequila, Jumbo Margarita, etc. constitute a "drink". Neither is Doña Maria, Inc. able to know how a pitcher of Margarita should be counted in reference to "drinks" per person and as such has many times just not served alcohol to patrons before the 4:00 p.m. hour on weekdays, causing it to lose revenue.

In addition, the 3rd restriction which provides that: "The restaurant shall not remain open after 10:00 p.m." is equally burdensome and detrimental to the future business of Doña Maria, Inc. because although the restaurant has restaurant hours up to 10:00 p.m. nightly, often times patrons that enter the restaurant prior to the 10:00 p.m. hour often times linger around and dine well past the 10:00 p.m. closing time and restaurant employees have often times had to force patrons to leave the restaurant when the 10:00 p.m. hour hits nightly causing patrons to become disgruntled and never return to the establishment in the future. This same restriction also proves equally burdensome and detrimental to the future business of Doña Maria, Inc. because many patrons reserve the banquet hall facility of the restaurant location for special events such as private parties, meetings, celebrations, etc. and are dissuaded from holding their event at Doña Maria, Inc. because they wish to hold events past the 10:00 p.m. restriction hours, especially on weekends.

Therefore, in light of the aforementioned, it is respectfully requested that the subject three (3) burdensome and detrimental restrictions be lifted and removed for the benefit of Doña Maria, Inc., the City of Las Vegas, and the great State of Nevada in order to ensure the future continued operation of the Doña Maria Tamales Restaurant-Summerlin.

If further information and/or documentation are needed, please do not hesitate to contact me at the above address and phone number.

Thank you for your time and attention to this matter. I shall await your response.

Respectfully Submitted,

Adrian Mendoza-Vega, Esq.

Sincerely,

Neriza Johnson, Owner and Operator

Attached exhibits in support of Justification Letter:

(1) Exhibit #1 "Las Vegas Review Journal-Best of Las Vegas Awards", 3 pages;
(2) Exhibit #2 "Conditional Temporary License", 1 page; and
(3) Exhibit #3"City of Las Vegas letter dated July 16, 1998", 1 page.

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City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 17, 2010

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 1, 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.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: DECEMBER 1, 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