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.

February 16, 2011

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER
2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW
3. INVOCATION – REVEREND ROBERT FOWLER, VICTORY MISSIONARY BAPTIST CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF FREEDOM PARK AND THE BIG LEAGUE DREAMS COMPLEX AS THE AMERICAN PUBLIC WORKS ASSOCIATION PROJECT OF THE YEAR
7. RECOGNITION OF THE SAMOAN AFFAIRS OF NEVADA ORGANIZATION FOR COMMUNITY SERVICE
8. RECOGNITION OF TEEN-DATING VIOLENCE AWARENESS MONTH
9. RECOGNITION OF THE NEVADA RAPE CRISIS CENTER'S STOP THE VIOLENCE PROGRAM

BUSINESS ITEMS - MORNING

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

11. Approval of the Final Minutes by reference of the regular City Council meeting of January 19, 2011

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

12. Approval of a $500,000 grant award from the State Energy Program (SEP) to assist in implementation of the Nevada Retrofit Initiative - All Wards

BUILDING AND SAFETY - CONSENT

13. Approval of a Sewer Connection agreement with D R Horton, Inc., owner and Interlocal Contract with Clark County Water Reclamation District (Lone Mountain Road and Grand Canyon Drive, APN 125-31-810-001 thru 010) – County (near Ward 4 – Anthony)

14. Approval of a Sewer Connection agreement with County of Clark, a political subdivision of the State of Nevada, owner and Interlocal Contract with Clark County Water Reclamation District (Lone Mountain Road north of Craig Road between Hualapai Way and Jensen Street, APN 138-06-201-001) – County (near Ward 4 – Anthony)

CITY ATTORNEY - CONSENT

15. Approval of Extension of Wireless Use Agreement with Cheetah Wireless Technologies, Inc. for the use of streetlight, traffic signal and school flasher poles for wireless communication equipment – All Wards

16. Approval of Extension of Wireless Use Agreement with NextG Networks of California, Inc. for the use of streetlight, traffic signal and school flasher poles for wireless communication equipment – All Wards

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

17. Approval of a Special Event Licensing Agreement between Las Vegas, Nevada, B.P.O. Elks Number 1468 and the City of Las Vegas for the Helldorado Days PRCA Rodeo on property owned by the City of Las Vegas, bound by Stewart Avenue on the south, the alley between Seventh and Eighth Streets on the east, Las Vegas Boulevard on the west and US 95 on-ramp on the north - Ward 5 (Barlow)

18. Approval of an agreement to allocate $65,000 Community Development Block Grant (CDBG) funds as part of the Single Family Rehabilitation Program and a contract with Distinct Energy Performance, LLC, for housing rehabilitation work at 3026 Turquoise Road, Clyde Hambrick, owner - Ward 5 (Barlow)

FINANCE - CONSENT

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

20. Approval of a report by the City Treasurer of the January 25, 2011 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 607, 707, 808, 809, and 1477 - Wards 2 and 6 (Wolfson and Ross)

FINANCE - PURCHASING & CONTRACTS CONSENT

21. Approval of award of Agreement No. 110137-LD, Construction Manager as Agent Agreement for WPCF Odor Control Upgrades Project located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION ($3,816,480 - Sanitation Enterprise Fund) - County

22. Approval of award of the First Amendment to Agreement No. 100249-DC, Prime Design Services Agreement for Angel Park Detention Basin bounded by Vegas Drive on the north, Durango Drive on the east, Venetian Strada on the south and Rampart Boulevard on the west - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($168,920 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Wolfson and Anthony)

23. Approval of award of Agreement No. 110139-TF, Blanket Services Agreement for Environmental Consulting Services - Department of Public Works - Award recommended to: LOGAN SIMPSON DESIGN, INC. (not-to-exceed $200,000 - Various Funds)

24. Approval of award of Agreement No. 110146-TF, Prime Design Services Agreement for Emergency Power Backup Systems for FS 2, 3, 4, 7 & 9 located at 900 South Durango Drive, 2645 West Washington Avenue, 420 South 16th Street, 10101 Banburry Cross Drive and 4747 North Rainbow Boulevard - Department of Public Works - Award recommended to: KGA ARCHITECTURE ($168,000 - Fire Services Capital Projects Fund) - Wards 2, 3, 4 and 5 (Wolfson, Reese, Anthony and Barlow)

25. Approval of award of Contract No. 110128-CW, Annual Heart and Lung Physicals - Department of Fire and Rescue - Award recommended to: GILBERT, ROMICK AND ASSOCIATES OF NEVADA, MD dba ARC HEALTH AND WELLNESS CENTERS ($300,000 - General Fund)

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - CONSENT

26. Approval of the annual Nevada Law Foundation (NLF) Expanding Legal Services Disadvantage Grant in the amount of $105,000 (Special Revenue) for the Senior Citizens Law Project (SCLP) to provide legal services to senior citizens 60 years of age and older throughout Clark County - All Wards

PLANNING - BUSINESS SERVICES CONSENT

27. Approval of a Special Event Alcoholic Beverage License for Cajun Connection, LLC, dba Lola's, Location: 241 West Charleston Boulevard, Suite 101, Date: March 5, 2011, Type: Special Event General, Event: Mardi Gras, Responsible Person in Charge: Lola Pokorny - Ward 3 (Reese)

28. Approval of a Special Event Alcoholic Beverage License for Wolcoff Enterprise, Inc., dba Luca's Café & Deli, Location: 231 South 3rd Street, Suite 110, Dates: February 26 and March 19, 2011, Type: Special Event General, Event: Luca's Nights, Responsible Person in Charge: Vanesa Wolcoff and Alberto Wolcoff - Ward 3 (Reese)

29. Approval of a Special Event Alcoholic Beverage License for Southern Nevada Association of Pride, Inc., Location: 475 South Grand Central Parkway, Suite 1600 (Bldg B), Date: February 26, 2011, Type: Special Event General, Event: Cherry Poppin' Red Dress (Cocktail Party Fundraiser for HIV/AIDS), Responsible Person in Charge: Anthony Clark - Ward 5 (Barlow)

30. Approval of a Special Event Alcoholic Beverage License for Whirlygig, Inc. subject to the provisions of the planning and fire codes and Health Dept. regulation, Inc., Location: 1228 South Casino Center Boulevard, Dates: March 3 and April 4, 2011, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Richard Dominguez - Ward 3 (Reese)

31. Approval of a Change of Business Name for a Tavern License, Boomerang's Operator, LLC dba From: Boomerang's, To: Mango's, 6650 Vegas Drive, Stuart Apollo, Managing Mmbr - Ward 5 (Barlow)

32. Approval of a Restricted Gaming License, Boomerang's Operator, LLC dba Mango's, 6650 Vegas Drive, Stuart Apollo, Managing Mmbr - Ward 5 (Barlow)

33. Approval of an Extension of a Tavern License for a Change of Ownership, Change of Business Name, and Change of Location, From: Crest Lodge, Inc., dba Fong's Garden Café de Manila, 2021 East Charleston Boulevard, To: Miz Lola's Spirits & Gaming 3, LLC, dba Miz Lola's, 2400 South Jones Boulevard, Suite 6, Juan Bracamonte, Managing Mmbr and Jacqueline Bracamonte, Managing Mmbr - Ward 1 (Tarkanian)

34. Approval of an Extension of a Temporary Restricted Gaming License, Miz Lola's Spirits & Gaming 3, LLC, dba Miz Lola's, 2400 South Jones Boulevard, Suite 6, Juan Bracamonte, Managing Mmbr and Jacqueline Bracamonte, Managing Mmbr - Ward 1 (Tarkanian)

35. Approval of an extension of a Temporary Package License, Cardenas Markets, Inc., dba Cardenas, 4700 Meadows Lane, Jesus Cardenas Sr., CEO, 20%; Luz Cardenas, Sr. VP, 20%; Guadalupe Cardenas, Treas, 20%; Jesus Cardenas Jr., Sr. VP, 20%; Jose Cardenas, Secy, Sr. VP, 20%; and George Cardenas, Sr. VP - Ward 1 (Tarkanian)

36. Approval of an Extension of a Beer/Wine/Cooler On-sale License, Harold Stephen Lyke, dba Pyaar India Restaurant, 9350 West Sahara Avenue, Suite 150, Harold Lyke, Owner, 100% - Ward 2 (Wolfson)

37. Approval of an extension of a Temporary Package License for a Change of Ownership, From: Stewart Market Corporation, To: Sergio Haron, dba Stewart Market, 2021 Stewart Avenue, Sergio Haron, Owner, 100% - Ward 3 (Reese)

38. Approval of an extension of a Temporary Massage Establishment License, Body Spa, Inc., dba Body Spa West, 8751 West Charleston Boulevard, Suites 150, 170, and 190, Debra Ritchey, Pres, Secy, Treas, Dir, 100% - Ward 2 (Wolfson) [NOTE: This is an ancillary license to an existing salon – Body Spa West]

PUBLIC WORKS - CONSENT

39. Approval of the First Amendment to North Las Vegas Wastewater Service Agreement between the City of Las Vegas (CLV) and the City of North Las Vegas (NLV) to retain a connection between the NLV and CLV sewer system and to charge a 25% premium for any NLV wastewater treated at the CLV facility - County (near Ward 3 - Reese)

40. Approval of a Cooperative (Local Public Agency) Agreement for the Electric Bikes Program Street Improvements Project between the City of Las Vegas and the Nevada Department of Transportation ($261,629 - Public Works Capital Project Fund [CPF]) - Wards 3 and 5 (Reese and Barlow)

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

41. Public Hearing and possible action regarding the City of Las Vegas Neighborhood Stabilization Plan (NSP3) securing an allocation of $10,450,623 in NSP funds from the Department of Housing and Urban Development (HUD) – All Wards

42. Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 629 Lineshack Lane in the amount up to $27,518.85. PROPERTY OWNER: JUAN C. RAMIREZ - Ward 3 (Reese)

43. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5216 Doe Avenue in the amount of $5,444.88 (General Fund) and assess a maximum of $44,050 in daily civil penalties. PROPERTY OWNERS: GODOFREDO T. AND CONCEPCION A. SUGAY - Ward 1 (Tarkanian)

44. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 222 West Cleveland Avenue in the amount of $11,269.35 (General Fund) and assess a maximum of $53,050 in daily civil penalties. PROPERTY OWNER: JOHNCYN DEVELOPMENT LLC - Ward 3 (Reese)

45. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4245 Amethyst Avenue in the amount of $5,068.50 (General Fund) and assess a maximum of $40,050 in daily civil penalties. PROPERTY OWNERS: VERLISS RIZZO AND NANCY DIMICK - Ward 6 (Ross)

PLANNING - BUSINESS SERVICES DISCUSSION

46. Discussion and possible action regarding an Appeal of Denial of an Ice Cream Truck License, Terrie Ann Farr, dba Keshawn and Kiara Lil Huddies Ice Cream, 801 Searles Avenue, Terrie Farr, Owner, 100% - Ward 5 (Barlow)

RESOLUTIONS - DISCUSSION

47. R-4-2011 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Entertainment Visual improvement Program Agreement (EVIP) between the RDA and A.W. Ham, III Trust (Owner) and Insert Coin(s), LLC, (Tenant and EVIP Participant) located at 512 Fremont Street (APN 139-34-611-007) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 4 (RA-1-2011)]

48. R-5-2011- Discussion and possible action regarding a Resolution to support the "Creating 100,000 Nevada Jobs" report submitted by the Building Jobs Coalition (Coalition) that was presented to the Las Vegas City Council on February 2, 2011 - All Wards

49. R-6-2011 - Discussion and possible action regarding a Resolution authorizing the execution and delivery of an Amended and Restated Interlocal Cooperative Agreement by and between the City of Las Vegas Redevelopment Agency (RDA) and the City of Las Vegas, Nevada (the City), a political subdivision of the State of Nevada, concerning the Symphony Park Master Planned Development (formerly Union Park) and the Museum of Organized Crime and Law Enforcement (300 Stewart Avenue) pursuant to which the City's Sanitation Enterprise Fund (SEF) will loan RDA an amount not to exceed $15,500,000 for the purpose of refunding the existing interfund loan from SEF to the Capital Improvements Fund of the City (CPF), and authorizing the execution of the Interlocal Cooperative Agreement by the City and documents related thereto - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5 (RA-2-2011)]

BOARDS & COMMISSIONS - DISCUSSION

50. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Mel Velasquez, Term Expiration 2/2/2011 and Maria Dent, Term Expiration 2/2/2011

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

51. Bill No. 2011-3 – Grants to tw telecom of nevada llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the franchise agreement incorporated by reference into this Ordinance. Proposed by: Bradford R. Jerbic, City Attorney

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.

52. Bill No. 2011-5 – Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees. Sponsored by: Councilman Steven D. Ross

53. Bill No. 2011-6 – Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Sponsored by: Councilman Steve Wolfson

54. Bill No. 2011-7 – Adopts by reference a Unified Development Code for the City. (TXT-39391, TXT-39392, TXT-39750, DIR-40341) Proposed by: Flinn Fagg, Acting Director of Planning and Development

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.

55. Bill No. 2011-8 – Amends the zoning provisions governing the computation of time to treat days that the City's offices are officially closed to the public the same as Saturdays, Sundays and holidays. (TXT-40266) Proposed by: Flinn Fagg, Acting Director of Planning and Development

56. Bill No. 2011-9 – Adds a number of specific licensing categories to the City's business licensing regulations. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

57. 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

58. Public hearing to determine the advisability of granting a telecommunications service franchise to tw telecom of nevada, llc, pursuant to the purpose, character, term, time and conditions of the proposed franchise agreement - All Wards

PLANNING

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 - ONE MOTION/ONE VOTE

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

59. EOT-40646 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - Request for an Extension of Time OF A NON-CONFORMING USE FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

60. GPA-39700 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH - Request for a General Plan Amendment FROM: R (RURAL DENSITY RESIDENTIAL) TO: PF (PUBLIC FACILITIES) on 0.71 acres at 6200 West Lone Mountain Road (APN 125-35-802-004), Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

61. ZON-39703 - REZONING RELATED TO GPA-39700 - PUBLIC HEARING - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 0.71 acres at 6200 West Lone Mountain Road (APN 125-35-802-004), Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

62. GPA-40031 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a General Plan Amendment FROM: PF (PUBLIC FACILITIES) TO: MXU (MIXED-USE) on 6.58 acres at the northwest corner of Stewart Avenue and Las Vegas Boulevard (APN 139-34-501-003), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

63. ZON-40032 - REZONING RELATED TO GPA-40031 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: C-V (CIVIC) TO: C-2 (GENERAL COMMERCIAL) on 6.58 acres at the northwest corner of Stewart Avenue and Las Vegas Boulevard (APN 139-34-501-003), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

64. RQR-40350 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: ANDREA AND SUSAN RUSSO - Required Review of a previously approved Special Use Permit (SUP-4693) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-2 vote) and Staff recommend APPROVAL.

65. SUP-40436 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC - OWNER: BILL HADEN, INC. - Request for a Special Use Permit FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-801-018; 019; 020; and 021), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING - DISCUSSION

66. VAR-40127 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROY WINBLAD - Appeal filed from the denial by the Planning Commission for a request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow). The Planning Commission (4-2 vote) and Staff recommend DENIAL.

67. GPA-40043 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY - Request for a General Plan Amendment FROM: C (COMMERCIAL) TO: PF (PUBLIC FACILITIES) on 0.37 acres at 1004 South Main Street (APN 139-33-811-007), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

68. ZON-40044 - REZONING RELATED TO GPA-40043 - PUBLIC HEARING - APPLICANT: NV ENERGY - OWNER: NEVADA POWER COMPANY - Request for a Rezoning FROM: C-M (COMMERCIAL/INDUSTRIAL) TO: C-V (CIVIC) on 0.37 acres at 1004 South Main Street (APN 139-33-811-007), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

69. VAR-40434 - VARIANCE RELATED TO GPA-40043 AND ZON-40044 - PUBLIC HEARING - APPLICANT: NV ENERGY - OWNER: NEVADA POWER COMPANY - Request for a Variance TO ALLOW A 16-FOOT HIGH PERIMETER WALL WHERE EIGHT FEET IS THE MAXIMUM ALLOWED on 0.36 acres at 1004 South Main Street (APN 139-33-811-007), C-M (Commercial/Industrial) Zone [PROPOSED: C-V (Civic)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

70. SDR-40432 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-40043, ZON-40044 AND VAR-40434 - PUBLIC HEARING - APPLICANT: NEVADA POWER COMPANY - OWNER: NV ENERGY - Request for a Site Development Plan Review FOR A PROPOSED ELECTRIC UTILITY SUBSTATION WITH A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE REQUIREMENTS on 0.36 acres at 1004 South Main Street (APN 139-33-811-007), C-M (Commercial/Industrial) Zone [PROPOSED: C-V (Civic)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

71. GPA-40387 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: GILDA R. VERSALES - Request for a General Plan Amendment FROM: O (OFFICE) TO: L (LOW DENSITY RESIDENTIAL) on 0.16 acres at 1718 South Eastern Avenue (APN 162-02-713-039), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

72. ZON-40388 - REZONING RELATED TO GPA-40387 - PUBLIC HEARING - APPLICANT/OWNER: GILDA R. VERSALES - Request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 0.16 acres at 1718 South Eastern Avenue (APN 162-02-713-039), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

73. VAR-40389 - VARIANCE RELATED TO GPA-40387 AND ZON-40388 - PUBLIC HEARING - APPLICANT/OWNER: GILDA R. VERSALES - Request for a Variance TO ALLOW A ZERO-FOOT CORNER SIDE YARD SETBACK WHERE FIFTEEN FEET IS REQUIRED FOR A PROPOSED PATIO COVER on 0.16 acres at 1718 South Eastern Avenue (APN 162-02-713-039), P-R (Professional Office and Parking) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

74. GPA-40404 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Transportation & Streets and Highways Element. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

75. GPA-40439 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: VICTOR H. VALENZUELA - Request for a General Plan Amendment FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.34 acres at 3042 and 3046 Vegas Drive (APNs 139-20-411-006 and 007), Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

76. SUP-40440 - SPECIAL USE PERMIT RELATED TO GPA-40439 - PUBLIC HEARING - APPLICANT/OWNER: VICTOR H. VALENZUELA - Request for a Special Use Permit FOR A BAILBOND SERVICE USE at 3042 and 3046 Vegas Drive (APNs 139-20-411-006 and 007), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

77. SDR-40441 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-40439 AND SUP-40440 - PUBLIC HEARING - APPLICANT/OWNER: VICTOR H. VALENZUELA - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO RESIDENTIAL PROPERTIES TO A PROPOSED 2,676 SQUARE-FOOT COMMERCIAL DEVELOPMENT, WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS TO ALLOW ZERO FEET ALONG A PORTION OF THE WEST PERIMETER AND THREE FEET ALONG A PORTION OF THE NORTH PERIMETER WHERE EIGHT FEET IS REQUIRED AND ZERO FEET ALONG A PORTION OF THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED on 0.34 acres at 3042 and 3046 Vegas Drive (APNs 139-20-411-006 and 007), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL.

78. VAR-40379 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION - Request for a Variance TO ALLOW A PROPOSED 80-FOOT TALL FLAGPOLE WHERE 40 FEET IS ALLOWED on 2.97 acres adjacent to the southeast corner of Centennial Parkway and Riley Street (APNs 125-29-502-012, 015, 028, and 029), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

79. VAR-40380 - VARIANCE RELATED TO VAR-40379 - PUBLIC HEARING - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION - Request for a Variance TO ALLOW 14 PERCENT OF THE PROPERTY AREA TO BE OPEN SPACE WHERE 20 PERCENT IS REQUIRED on 2.97 acres adjacent to the southeast corner of Centennial Parkway and Riley Street (APNs 125-29-502-012, 015, 028, and 029), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

80. WVR-40381 - WAIVER RELATED TO VAR-40379 AND VAR-40380 - PUBLIC HEARING - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION - Request for a Waiver of Title 18.12.130 TO ALLOW A PRIVATE STREET TO TERMINATE WITHOUT A CIRCULAR CUL-DE-SAC on 1.04 acres adjacent to the east side of Riley Street, approximately 148 feet north of Regena Avenue (APNs 125-29-502-012 and 015), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

81. SDR-40077 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-40379, VAR-40380 AND WVR-40381 - PUBLIC HEARING - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION - Request for a Site Development Plan Review FOR A PROPOSED 24,239 SQUARE-FOOT, TWO-STORY MOTOR VEHICLE SALES (NEW) ESTABLISHMENT WITH A WAIVER OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ALLOW A ZERO-FOOT BUFFER ALONG A PORTION OF THE WEST PROPERTY LINE WHERE 15 FEET IS REQUIRED AND A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS TO ALLOW A ZERO-FOOT BUFFER ALONG THE SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED on 2.97 acres adjacent to the southeast corner of Centennial Parkway and Riley Street (APNs 125-29-502-012, 015, 028, and 029), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

82. RQR-40298 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - Required Review of a previously approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

83. SUP-40105 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN WITH WAIVERS TO ALLOW A 127-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND TO ALLOW A 1,188 SQUARE-FOOT FACILITY WHERE A MINIMUM 1,500 SQUARE-FOOT FACILITY IS REQUIRED at 8414 Farm Road, Suite #130 (APN 125-17-610-008), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

84. SUP-40326 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: NO CITATIONS BAIL BONDS - OWNER: COOK LIVING TRUST - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A 1,400 SQUARE-FOOT BAILBOND SERVICE at 1600 South Las Vegas Boulevard, Suite #140 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and Staff recommend DENIAL.

85. SUP-40376 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HGTS SHOPPING CTR, LLC - Request for a Special Use Permit FOR A NINE SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 3,187 SQUARE-FOOT CONVENIENCE STORE at 500 South Decatur Boulevard (APN 138-36-701-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-1-1 vote) and Staff recommend APPROVAL.

86. SUP-40402 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SIGUE CORPORATION - OWNER: TRIPLE A, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED (CHECK CASHING) WITH WAIVERS TO ALLOW NO SEPARATION FROM A RESIDENTIAL PARCEL WHERE 200 FEET IS REQUIRED AND TO ALLOW A 1,450 SQUARE-FOOT UNIT WHERE 1,500 SQUARE FEET IS REQUIRED on 3.9 acres at 920 North Lamb Boulevard, Suite #130 (APN 140-30-601-016), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

87. SDR-39810 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION - Request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93) TO ALLOW 191 TREES IN THE PERIMETER LANDSCAPE BUFFER WHERE 418 TREES ARE REQUIRED at the southwest corner of Lone Mountain Road and Decatur Boulevard (APNs Multiple), R-PD5 (Residential Planned Development - 5 Units Per Acre) and R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL.

88. SDR-40392 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: 521 SOUTH THIRD, LLC - Request for a Site Development Plan Review FOR A PROPOSED 8,303 SQUARE-FOOT, TWO-STORY OFFICE BUILDING WITH TWO PARKING SPACES on 0.16 acres at 521 South Third Street (APN 139-34-301-009), C-2 (General Commercial), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

SET DATE

89. 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

90. 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

91. 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: FEBRUARY 16, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

SUBJECT:
INVOCATION – REVEREND ROBERT FOWLER, VICTORY MISSIONARY BAPTIST CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF FREEDOM PARK AND THE BIG LEAGUE DREAMS COMPLEX AS THE AMERICAN PUBLIC WORKS ASSOCIATION PROJECT OF THE YEAR

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SAMOAN AFFAIRS OF NEVADA ORGANIZATION FOR COMMUNITY SERVICE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF TEEN-DATING VIOLENCE AWARENESS MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE NEVADA RAPE CRISIS CENTER'S STOP THE VIOLENCE PROGRAM

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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 January 19, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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

SUBJECT:
Approval of a $500,000 grant award from the State Energy Program (SEP) to assist in implementation of the Nevada Retrofit Initiative - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Nevada Retrofit Initiative represents an opportunity for homeowners across Nevada to invest in homeowner retrofit projects that promote sustainability by reducing greenhouse gas emissions, reducing energy costs, and creating jobs. Stakeholders, including the City and HomeFree Nevada (U.S. Environmental Protection Agency sponsored Home Performance with ENERGY STAR program) have collaborated on a program proposal approved by the U.S. Department of Energy to retrofit 1,750 homes across the state by the end of 2013.

RECOMMENDATION:
Approval to accept award

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Nevada Retrofit Initiative Scope of Work
3. Notice of Grant Award
4. Certification Letter

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: ADMINISTRATIVE SERVICES
ITEM DESCRIPTION: Approval of a $500,000 grant award from the State Energy Program (SEP) to assist in implementation of the Nevada Retrofit Initiative

State Energy Program (SEP) funds will be used for assisting local non-profits to establish standards and program implementation guidelines, develop resources, and initiate marketing for the retrofit program. The project is also in line with meeting the goals of the City's Green Building Resolution (R-81-2006) and Sustainable Energy Strategy (R-50-2008) which were passed by City Council on October 18, 2006 and September 3, 2008 respectively.

Nevada Retrofit Initiative Scope of Work
City of Las Vegas

The City of Las Vegas will contract with an Outreach Coordinator, through an open, inclusive RFP process, to provide region-wide awareness of the Nevada Retrofit Initiative (NRI) by creating a media program and targeted outreach in coordination with program partners. The Nevada State Office of Energy will provide a subaward of $500,000 to the City of Las Vegas to assist with the deployment of the consumer media and marketing component of the Nevada Retrofit Initiative (NRI) and to assist local non-profits to establish standards and program implementation guidelines, and develop program resources. Of the total amount of the subaward, $34,000 will be used for personnel costs to implement the neighborhood outreach and program enrollment components and $466,000 in contractual for regional and neighborhood marketing activities over the course of the grant period.

The City of Las Vegas subaward will be used for direct neighborhood outreach, canvassing, and program enrollment, while working with NRI program partners and HomeFree Nevada and its program partners. Program partners will perform coordinated outreach to the target neighborhoods by coordinating neighborhood and district level canvassing, training, day-to-day management, and work closely with liaisons in local jurisdictions. The Outreach Coordinator will work with the City, NRI partners, and HomeFree Nevada will target selected neighborhood Homeowners Associations, and other community organizations to increase buy-in from targeted homeowners. Program partners will utilize training and data tools provided to mobilize volunteers to effectively canvass target neighborhoods. Initial outreach will be funded from a marketing collateral materials supply budget to build neighborhood interest and awareness and are estimated to cost $1,000 per neighborhood. Outreach activities will include providing information on project parameters, program requirements, and costs and benefits of energy audits and retrofits.

Open house events will be publicized and hosted by Program Partners to learn about NRI. Interested residents will have an opportunity to sign up for the program at the open house event. Each event is estimated to cost approximately $3,000, with approximately 80% of neighborhood marketing and canvassing activities occurring in Southern Nevada and 20% in Northern Nevada.

The Outreach Coordinator will also develop a mixed media outreach campaign that provides information to the general public on the benefits of energy audits and retrofits that accomplishes the goals of NRI. The City will work with partnered member organizations to message targeted sectors of the community. The total employment and membership of those organizations represent a large cross section of Nevada. The Outreach Coordinator will provide program materials and resources to participating organizations to message their employees and members. Information will also be provided on the benefits of NRI, how to sign up, and locations of the generally targeted neighborhoods.

ORIGINAL

OFFICE OF THE GOVERNOR
NEVADA STATE OFFICE OF ENERGY

755 North Roop Street, Suite 202
Carson City, NV 89701-3115

NOTICE OF GRANT AWARD

PROJECT NUMBER: DE – EE0004471

TYPE OF ACTION: Grant

FUNDING SOURCE: SEP – Nevada Retrofit Initiative

SUBGRANTEE NAME AND ADDRESS:

City of Las Vegas
400 Stewart Street
Las Vegas, NV 89101

AMOUNT OF THIS AWARD: $500,000.00

PROJECT PERIOD: 01/2011 to 12/20103
MATCH PLEDGED: none

PROJECT NAME:
Nevada Retrofit Initiative
CDFR 81.041

PROJECT ADDRESS:
400 Stewart Street
Las Vegas, NV 89101

PROJECT MANAGER/TELEPHONE:
Tom Perrigo (702) 229-2127

FISCAL MANAGER/TELEPHONE:
Tom Perrigo (702) 229-2127

EMAIL: tperrigo@LasVegasNevada.GOV

EMAIL: tperrigo@LasVegasNevada.GOV

OFFICE OF ENERGY PROGRAM MANAGER:
Thomas A. Wilczek

OFFICE OF ENERGY FISCAL MANAGER:
Thomas A. Wilczek

EMAIL: twilczek@energy.nv.gov

EMAIL: twilczek@energy.nv.gov

IN ACCEPTING THESE FUNDS, IT IS UNDERSTOOD THAT:

1. *EXPENDITURES ARE TO BE IN COMPLIANCE WITH THE APPROPRIATE STATE AND FEDERAL REGULATIONS*
2. *A COMPLETED CERTIFICATION LETTER MUST BE ON FILE WITH THE NEVADA STATE OFFICE OF ENERGY BEFORE ANY FUNDS ARE RELEASED*
3. *THIS AWARD IS SUBJECT TO THE AVAILABILITY OF APPROPRIATED FUNDS*
4. *THE RECIPIENT OF THESE FUNDS AGREES TO ANY ADDITIONAL REQUIREMENTS ATTACHED TO THIS NOTICE OF GRANT AWARD, INCLUDING,*
    a. *FINANCIAL ASSURANCES AND,*
    b. *PROGRAM ASSURANCES,*

TYPED NAME AND TITLE OF SUBRECIPIENT OFFICIAL: Oscar B. Goodman, Mayor

SIGNATURE: _____ *DATE:* _____

APPROVED AS TO FORM
2/3/11
James B. Lewis Date
Deputy City Attorney

NEVADA STATE OFFICE OF ENERGY
FINANCIAL ASSURANCES

1. A Financial Status Report and Request for Funds ("FSR") may be submitted to the Nevada State Office of Energy (NSOE) on a monthly or quarterly (calendar quarter) basis only. FSRs must be submitted within 20 days after the end of the month or quarter.
2. All project expenditures must be made within the limits of the specified category amounts as they appear in the grantee's approved (by NSOE) budget (copy attached). Grantees must obtain prior written approval from the NSOE before transferring any amount from one budgeted category to another. Such requests to revise a budget must be submitted to the NSOE Project Manager assigned to the Grantee's project on an NSOE Grant Budget Form labeled "AMENDMENT" and must include a detailed explanation of why the revision is necessary.
3. A final FSR must be submitted within thirty (30) days following the end of the project period. This FSR must include reports of any amount remaining of the match (cost share) or in-kind expenses/expenditures committed to the grantee's project as noted on the Notice of Grant Award form.
4. Grantee hereby certifies that it will follow the procurement standards specified in Federal Title 10, CFR (Code of Federal Regulation), Part 600—Financial Assistance Rules. (Title 10 CFR, Part 600 can be found at http://www.access.gpo.gov/nara/cfr/waisidx_01/10cfr600_01.html
5. All project expenditures are to be reasonable, allocable, and allowable as defined by OMB Circular A-87, A-21, or A-122, whichever applies to the grantee.
6. The grantee must maintain records that adequately identify grant funding receipts and project expenditures. These records will be made available by the grantee to NSOE or their designee upon request.
7. Grantees that are institutions of higher education, hospitals, or other non-profit organizations will comply with the audit requirements of OMB Circular A-133. The grantee will send NSOE a copy of the annual audit, which will include the Schedule of Federal Financial Assistance, Auditor's Findings/Recommendations, and agency responses within thirty (30) days of completion of the audit.
8. Requests for technical assistance, forms or copies of applicable regulations should be made to:

Nevada State Office of Energy
755 North Roop Street, Suite202
Carson City, NV 89701
Telephone: (775) 687-1850
Email: garylittle@energy.nv.gov

SIGNATURE: _____ DATE: _____
Grantee, Authorized Official Oscar B. Goodman, Mayor

APPROVED AS TO FORM
2/08/11
James B. Lewis Date
Deputy City Attorney

NEVADA STATE OFFICE OF ENERGY
PROGRAM ASSURANCES

1. *Grantee hereby agrees to submit to the Nevada State Office of Energy (NSOE) written or electronic monthly or quarterly (calendar quarter) project status reports of the progress of the grantee's project, including a report of any match (cost share) or in-kind expenditures by the grantee or any sub-grantee/contractor. If the Grantee expects monthly reimbursement of expenses, it MUST also file monthly progress status reports. Reports are due to the grantee's assigned project manager at NSOE within 20 days following the end of the month or quarter. See "ATTACHMENT A" for a listing of required content for the project status reports.*
2. *A final project narrative report that includes a brief summary of the project must be submitted to the grantee's assigned project manager at NSOE within sixty (60) days following the project period end date. Topics to include in the summary are a comparison of original project scope with actual project scope of the completed project, delays/problems encountered, success/publicity earned, lessons learned, schedule adherence, conclusions and recommendations relative to funding of future projects.*
3. *The "U.S. Department of Energy, State Energy Program (SEP), administered by the Nevada State Office of Energy" shall be given appropriate credit as the funding source in any publicity or reports (written or oral) concerning the grantee's project.*
4. *If any form of written (or electronic) or visual materials are produced that identify NSOE, those materials will be sent to the NSOE for review and comment prior to publication or dissemination.*
5. *The NSOE retains the right to terminate the grant for cause anytime before completion of the project period when the NSOE has determined that the grantee or any sub-grantee/contractor has failed to comply with the conditions of this agreement.*
6. *The Notice of Grant Award shall be construed and interpreted according to the laws of the State of Nevada.*
7. *The grantee hereby agrees that he will not assign, transfer or delegate any rights, obligations or duties under this Notice of Grant Award without prior written consent of the NSOE.*
8. *To the extent authorized by law, the grantee hereby agrees to indemnify and save and hold the State of Nevada and its agents and employees harmless from any and all claims, causes of action or liability arising from the acts or omissions of the grantee, the grantee's agent(s) or its employees under this agreement.*
9. *The grantee hereby certifies that it will not use the services of any individual or firm on the DOE debarred/suspended list, 10 CFR Part 600.235 Government-wide Debarment and Suspension (Non-Procurement).*
10. *The grantee hereby certifies that the grant funds will supplement, and not supplant funds otherwise available for this project under State or Federal law.*
11. *The grantee hereby certifies that it will comply with Title VII of the Civil Rights Act of 1964 (P.L. 88.352), the Americans with Disabilities Act, 42 U.S.C. 12101 et seq (1990), the Drug Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D) and all requirements imposed by or pursuant to those laws.*

SIGNATURE: _____ *DATE:* _____

Grantee, Authorized Official Oscar B. Goodman, Mayor

APPROVED AS TO FORM

2/8/11

James B. Lewis Date
Deputy City Attorney

ATTACHMENT A
Progress Status Report Content Requirements for Grants

Progress Status Reports must provide a concise narrative assessment of the status of work and include the following information:

1. The NSOE (Nevada State Office of Energy) grant award number, and the name of the grantee.

2. The project title and name of the Project Director.

3. Date of the report and the period covered by the report.

4. Results of work to date. This section should not contain and proprietary or classified data or other information not subject to public release. If such information is important to reporting progress, do not include the information. Do include, however, a note in the report advising the reader to contact your Project Director for further information.

5. A comparison of actual accomplishments to planned milestones/deliverables as defined by the project's description (scope fo work). If the planned milestones/deliverables were not accomplished, include an explanation of why they were not. (Note: Inability to meet established goals and objectives may have an impact on consideration of future grant funding.)

6. Any changes in approach to, or objectives of the project, and an explanation of the reason(s) for the changes(s).

7. Actual or anticipated problems or delays, and remedial actions taken or planned to resolve them. NSOE expects all funded project activities to be completed within the project period designated in the grant award.

8. Any absence or changes of key personnel, or changes in consortium/teaming arrangements. Include an explanation for the absence or changes.

9. Cost status. Show approved budget by budget period and category, and actual cost incurred. If cost sharing (match) or in-kind contribution is required by the grant award, break out costs by NSOE amount, grantee amount, and sub-grantee or subcontractor amount(s), and total costs.

10. A description of any technology transfer activities accomplished during the reporting period, such as:

    a. Journal publications (list journal name, volume, issue), conference papers, or other public releases of results. NOTE: Prior review and approval by NSOE is required. Attach or send copies of public releases to the NSOE Project Manager.

    b. Web site or other internet sites that reflect the results of this project.

11. Project status reports are to be saved as Microsoft Word files and submitted by email to the assigned NSOE Project manager.

APPROVED AS TO FORM
2/8/11
James B. Lewis Date
Deputy City Attorney

Initials: _____

CERTIFICATION LETTER

Each separate grant must have a certification letter on file before funds may be drawn. Only signatures authorized by this letter may sign the Financial Status Report and Request for Funds forms.

The letter should be typed on the grantee's letterhead, using the format as in the sample letter, or any other format as long as all required information is provided.

Block 1: *This is the grant number assigned to your project by the Energy Office, and may be found on the Notice of Grant Award form. Please reference this number on all correspondence submitted to this office.*

Block 2: *This is the agency, office, political subdivision, unit of local government or organization that will be responsible for submitting the monthly reports.*

Block 3: *Checks will be made payable to the name and address given in this block. If it is the same as Block 2, enter "same as above." If checks are to be made payable to a different name, or sent to a different address, be sure to completely fill in this block.*

Block 4: *This block contains the signatures of persons who will be signing the Financial Status Report and Request for Funds form. Only one signature is required by the Energy Office, but the grantee may enter several eligible names, or may require more than one signature if they prefer.*

Block 5: *The typed names and titles of each of the authorized signatories will be entered here.*

Block 6: *Enter the complete name of the agency or organization.*

Block 7: *This is for the signature and title of the person in authority within the agency or organization verifying that the information given is correct and that the signatures are valid. This should be a different signature from those in Block 4.*

CERTIFICATION LETTER

(To be typed on Grantee's letterhead)

Grant # _____ *Block 1* _____

Federal Tax #, and Name, Address, Phone Number of Reporting Agency:

_____

_____ *Block 2* _____

_____

Checks to be made payable to: (To be filled out only if different than name and address above)

_____

_____ *Block 3* _____

_____

Authorized Signatures (One signature only is required on Financial Status and Request for Funds form)

_____ *Block 4*
Signature of Authorized Official

_____
Signature of Authorized Official

This is to certify that the above is the signature of

_____ *Block 5* _____ / _____ *and*
Typed name Title

_____ / _____ *of*
Typed name Title

_____ *Block 6* _____ *and that they are authorized to sign the Financial Status Report and Request for Funds form.*

_____ *Block 7*
Signature Title

_____
Date =

Confirmation

OFFICE OF THE GOVERNOR
NEVADA STATE OFFICE OF ENERGY

755 North Roop Street, Suite 202
Carson City, NV 89701-3115

NOTICE OF GRANT AWARD

PROJECT NUMBER: DE – EE0004471

TYPE OF ACTION: Grant

FUNDING SOURCE: SEP – Nevada Retrofit Initiative

SUBGRANTEE NAME AND ADDRESS:

City of Las Vegas
400 Stewart Street
Las Vegas, NV 89101

AMOUNT OF THIS AWARD: $500,000.00

PROJECT PERIOD: 01/2011 to 12/20103
MATCH PLEDGED: none

PROJECT NAME:
Nevada Retrofit Initiative
CDFR 81.041

PROJECT ADDRESS:
400 Stewart Street
Las Vegas, NV 89101

PROJECT MANAGER/TELEPHONE:
Tom Perrigo (702) 229-2127

FISCAL MANAGER/TELEPHONE:
Tom Perrigo (702) 229-2127

EMAIL: tperrigo@LasVegasNevada.GOV

EMAIL: tperrigo@LasVegasNevada.GOV

OFFICE OF ENERGY PROGRAM MANAGER:
Thomas A. Wilczek

OFFICE OF ENERGY FISCAL MANAGER:
Thomas A. Wilczek

EMAIL: twilczek@energy.nv.gov

EMAIL: twilczek@energy.nv.gov

IN ACCEPTING THESE FUNDS, IT IS UNDERSTOOD THAT:

1. *EXPENDITURES ARE TO BE IN COMPLIANCE WITH THE APPROPRIATE STATE AND FEDERAL REGULATIONS*
2. *A COMPLETED CERTIFICATION LETTER MUST BE ON FILE WITH THE NEVADA STATE OFFICE OF ENERGY BEFORE ANY FUNDS ARE RELEASED*
3. *THIS AWARD IS SUBJECT TO THE AVAILABILITY OF APPROPRIATED FUNDS*
4. *THE RECIPIENT OF THESE FUNDS AGREES TO ANY ADDITIONAL REQUIREMENTS ATTACHED TO THIS NOTICE OF GRANT AWARD, INCLUDING,*
    a. *FINANCIAL ASSURANCES AND,*
    b. *PROGRAM ASSURANCES,*

TYPED NAME AND TITLE OF SUBRECIPIENT OFFICIAL: Oscar B. Goodman, Mayor

SIGNATURE: _____ *DATE:* _____

APPROVED AS TO FORM
2/8/11
James B. Lewis
Deputy City Attorney
Date

NEVADA STATE OFFICE OF ENERGY
FINANCIAL ASSURANCES

1. *A Financial Status Report and Request for Funds ("FSR") may be submitted to the Nevada State Office of Energy (NSOE) on a monthly or quarterly (calendar quarter) basis only. FSRs must be submitted within 20 days after the end of the month or quarter.*
2. *All project expenditures must be made within the limits of the specified category amounts as they appear in the grantee's approved (by NSOE) budget (copy attached). Grantees must obtain prior written approval from the NSOE before transferring any amount from one budgeted category to another. Such requests to revise a budget must be submitted to the NSOE Project Manager assigned to the Grantee's project on an NSOE Grant Budget Form labeled "AMENDMENT" and must include a detailed explanation of why the revision is necessary.*
3. *A final FSR must be submitted within thirty (30) days following the end of the project period. This FSR must include reports of any amount remaining of the match (cost share) or in-kind expenses/expenditures committed to the grantee's project as noted on the Notice of Grant Award form.*
4. *Grantee hereby certifies that it will follow the procurement standards specified in Federal Title 10, CFR (Code of Federal Regulation), Part 600—Financial Assistance Rules. (Title 10 CFR, Part 600 can be found at http://www.access.gpo.gov/nara/cfr/waisidx_01/10cfr600_01.html*
5. *All project expenditures are to be reasonable, allocable, and allowable as defined by OMB Circular A-87, A-21, or A-122, whichever applies to the grantee.*
6. *The grantee must maintain records that adequately identify grant funding receipts and project expenditures. These records will be made available by the grantee to NSOE or their designee upon request.*
7. *Grantees that are institutions of higher education, hospitals, or other non-profit organizations will comply with the audit requirements of OMB Circular A-133. The grantee will send NSOE a copy of the annual audit, which will include the Schedule of Federal Financial Assistance, Auditor's Findings/Recommendations, and agency responses within thirty (30) days of completion of the audit.*
8. *Requests for technical assistance, forms or copies of applicable regulations should be made to:*

Nevada State Office of Energy
755 North Roop Street, Suite202
Carson City, NV 89701
Telephone: (775) 687-1850
Email: garylittle@energy.nv.gov

SIGNATURE: _____ *DATE:* _____
Grantee, Authorized Official Oscar B. Goodman, Mayor

APPROVED AS TO FORM
_____ 2/3/14
James B. Lewis Date
Deputy City Attorney

NEVADA STATE OFFICE OF ENERGY
PROGRAM ASSURANCES

1. *Grantee hereby agrees to submit to the Nevada State Office of Energy (NSOE) written or electronic monthly or quarterly (calendar quarter) project status reports of the progress of the grantee's project, including a report of any match (cost share) or in-kind expenditures by the grantee or any sub-grantee/contractor. If the Grantee expects monthly reimbursement of expenses, it MUST also file monthly progress status reports. Reports are due to the grantee's assigned project manager at NSOE within 20 days following the end of the month or quarter. See "ATTACHMENT A" for a listing of required content for the project status reports.*
2. *A final project narrative report that includes a brief summary of the project must be submitted to the grantee's assigned project manager at NSOE within sixty (60) days following the project period end date. Topics to include in the summary are a comparison of original project scope with actual project scope of the completed project, delays/problems encountered, success/publicity earned, lessons learned, schedule adherence, conclusions and recommendations relative to funding of future projects.*
3. *The "U.S. Department of Energy, State Energy Program (SEP), administered by the Nevada State Office of Energy" shall be given appropriate credit as the funding source in any publicity or reports (written or oral) concerning the grantee's project.*
4. *If any form of written (or electronic) or visual materials are produced that identify NSOE, those materials will be sent to the NSOE for review and comment prior to publication or dissemination.*
5. *The NSOE retains the right to terminate the grant for cause anytime before completion of the project period when the NSOE has determined that the grantee or any sub-grantee/contractor has failed to comply with the conditions of this agreement.*
6. *The Notice of Grant Award shall be construed and interpreted according to the laws of the State of Nevada.*
7. *The grantee hereby agrees that he will not assign, transfer or delegate any rights, obligations or duties under this Notice of Grant Award without prior written consent of the NSOE.*
8. *To the extent authorized by law, the grantee hereby agrees to indemnify and save and hold the State of Nevada and its agents and employees harmless from any and all claims, causes of action or liability arising from the acts or omissions of the grantee, the grantee's agent(s) or its employees under this agreement.*
9. *The grantee hereby certifies that it will not use the services of any individual or firm on the DOE debarred/suspended list, 10 CFR Part 600.235 Government-wide Debarment and Suspension (Non-Procurement).*
10. *The grantee hereby certifies that the grant funds will supplement, and not supplant funds otherwise available for this project under State or Federal law.*
11. *The grantee hereby certifies that it will comply with Title VII of the Civil Rights Act of 1964 (P.L. 88.352), the Americans with Disabilities Act, 42 U.S.C. 12101 et seq (1990), the Drug Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D) and all requirements imposed by or pursuant to those laws.*

SIGNATURE: _____ *DATE:* _____

Grantee, Authorized Official Oscar B. Goodman, Mayor

APPROVED AS TO FORM

2/3/11

James B. Lewis Date
Deputy City Attorney

ATTACHMENT A
Progress Status Report Content Requirements for Grants

Progress Status Reports must provide a concise narrative assessment of the status of work and include the following information:

1. The NSOE (Nevada State Office of Energy) grant award number, and the name of the grantee.

2. The project title and name of the Project Director.

3. Date of the report and the period covered by the report.

4. Results of work to date. This section should not contain and proprietary or classified data or other information not subject to public release. If such information is important to reporting progress, do not include the information. Do include, however, a note in the report advising the reader to contact your Project Director for further information.

5. A comparison of actual accomplishments to planned milestones/deliverables as defined by the project's description (scope fo work). If the planned milestones/deliverables were not accomplished, include an explanation of why they were not. (Note: Inability to meet established goals and objectives may have an impact on consideration of future grant funding.)

6. Any changes in approach to, or objectives of the project, and an explanation of the reason(s) for the changes(s).

7. Actual or anticipated problems or delays, and remedial actions taken or planned to resolve them. NSOE expects all funded project activities to be completed within the project period designated in the grant award.

8. Any absence or changes of key personnel, or changes in consortium/teaming arrangements. Include an explanation for the absence or changes.

9. Cost status. Show approved budget by budget period and category, and actual cost incurred. If cost sharing (match) or in-kind contribution is required by the grant award, break out costs by NSOE amount, grantee amount, and sub-grantee or subcontractor amount(s), and total costs.

10. A description of any technology transfer activities accomplished during the reporting period, such as:

    a. Journal publications (list journal name, volume, issue), conference papers, or other public releases of results. NOTE: Prior review and approval by NSOE is required. Attach or send copies of public releases to the NSOE Project Manager.

    b. Web site or other internet sites that reflect the results of this project.

11. Project status reports are to be saved as Microsoft Word files and submitted by email to the assigned NSOE Project manager.

APPROVED AS TO FORM

2/8/11

James B. Lewis Date
Deputy City Attorney

Initials: _____

CERTIFICATION LETTER

Each separate grant must have a certification letter on file before funds may be drawn. Only signatures authorized by this letter may sign the Financial Status Report and Request for Funds forms.

The letter should be typed on the grantee's letterhead, using the format as in the sample letter, or any other format as long as all required information is provided.

Block 1: *This is the grant number assigned to your project by the Energy Office, and may be found on the Notice of Grant Award form. Please reference this number on all correspondence submitted to this office.*

Block 2: *This is the agency, office, political subdivision, unit of local government or organization that will be responsible for submitting the monthly reports.*

Block 3: *Checks will be made payable to the name and address given in this block. If it is the same as Block 2, enter "same as above." If checks are to be made payable to a different name, or sent to a different address, be sure to completely fill in this block.*

Block 4: *This block contains the signatures of persons who will be signing the Financial Status Report and Request for Funds form. Only one signature is required by the Energy Office, but the grantee may enter several eligible names, or may require more than one signature if they prefer.*

Block 5: *The typed names and titles of each of the authorized signatories will be entered here.*

Block 6: *Enter the complete name of the agency or organization.*

Block 7: *This is for the signature and title of the person in authority within the agency or organization verifying that the information given is correct and that the signatures are valid. This should be a different signature from those in Block 4.*

CERTIFICATION LETTER

(To be typed on Grantee's letterhead)

Grant # Block 1

Federal Tax #, and Name, Address, Phone Number of Reporting Agency:

Block 2

Checks to be made payable to: (To be filled out only if different than name and address above)

Block 3

Authorized Signatures (One signature only is required on Financial Status and Request for Funds form)

Block 4
Signature of Authorized Official

Signature of Authorized Official

This is to certify that the above is the signature of

Block 5 / _____ *and*
Typed name Title

_____ / _____ *of*
Typed name Title

Block 6 *and that they are authorized to sign the Financial Status Report and Request for Funds form.*

Block 7
Signature Title

Date =

NEVADA STATE OFFICE OF ENERGY

GRANT APPLICATION SIGNATURE PAGE

1. Name of Applicant Organization City of Las Vegas

2. Address of Applicant Organization 400 Stewart Street
Las Vegas, NV 89101

3. Telephone Number 702-229-2127 FAX Number 702-

4. Name of Proposed Project Nevada Retrofit Initiative

5. Address of Proposed Project 400 Stewart Street Las Vegas, NV 89101

6. Name, address, e-mail, & Telephone of Project Director Tom Perrigo tperrigo@LasVegasNevada.gov
400 Stewart Street Las Vegas NV 89101 (702) 229-2127

7. Name, address, e-mail, & Telephone of Fiscal Manager Tom Perrigo tperrigo@LasVegasNevada.gov
400 Stewart Street Las Vegas NV 89101 (702) 229-2127

8. Project Beginning Date 01/2011 End Date 12/2013

9. Federal Tax ID Number 88-6000198 [] Non-profit [] For profit [X] Government
DUNS Number 030381610

10. Brief description of proposed project: Develop and oversee a media marketing campaign; establish public outreach goals and objectives; assist local non-profits to establish sources for a revolving loan fund for residential retrofits; assist the non-profits to expand their energy auditor training and certification programs

Total Amount of funds Requested: $ 500,000

TERMS AND CONDITIONS

It is understood and agreed by the undersigned that:

1. Funds granted as a result of this request are to be expended for the purposes set forth herein and in accordance with all State and Federal regulations and restrictions.,
2. Any proposals for changes to this project as approved and awarded will be submitted in writing by the applicant, and upon notification by this agency, shall be deemed incorporated into and become part of the award agreement.
3. The undersigned HEREBY GIVES ASSURANCES THAT he/she will immediately take any measures necessary to effectuate any award agreement.

Typed Name & Title of Person Authorized to Sign Application:
Oscar B. Goodman, Mayor

Signature _____ Date _____

APPROVED AS TO FORM
James B. Lewis
Deputy City Attorney
2/8/11
Date

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

CERTIFICATION LETTER

Grant # DE- EE0004471

Federal Tax #, and Name, Address, Phone Number of Reporting Agency:
88-6000198
City of Las Vegas, NV
400 E Stewart Ave
Las Vegas, NV 89101
702-229-2127

Checks to be made payable to: (To be filled out only if different than name and address above)
City of Las Vegas, NV
400 E Stewart Ave – 6th Floor, Department of Finance and Business Services
Las Vegas, NV 89101
702-229-2127

Authorized Signatures (One signature only is required on Financial Status and Request for Funds form)

Signature of Authorized Official

This is to certify that the above is the signature of

Thomas A. Perrigo, Deputy Director
Typed name Title

and that they are authorized to sign the Financial Status Report and Request for Funds form.

Ted J. Olivas Director of Administrative Services
Signature Title

1/27/2011
Date

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Sewer Connection agreement with D R Horton, Inc., owner and Interlocal Contract with Clark County Water Reclamation District (Lone Mountain Road and Grand Canyon Drive, APN 125-31-810-001 thru 010) – County (near Ward 4 – Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is to connect ten parcels with a proposed usage as ten single family dwellings located at Lone Mountain Road and Grand Canyon Drive. The owner proposes to connect to the existing 12 inch sewer in Lone Mountain Road and extend the public sewer in the private street and provide appropriate public sewer easements and private laterals for each lot. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement".

RECOMMENDATION:
Building & Safety in conjunction with Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

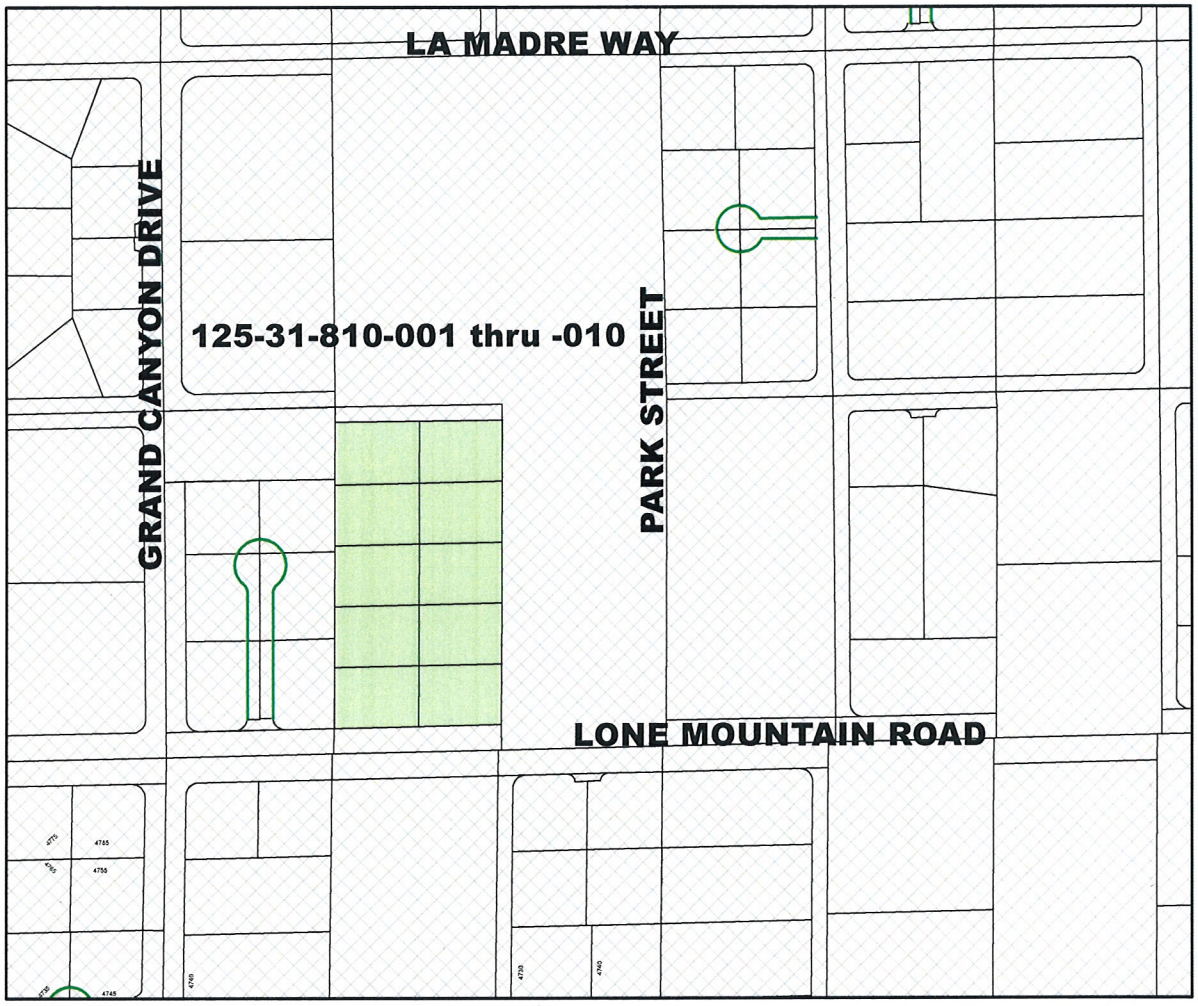
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH D R HORTON, INC. OWNER AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES, (LONE MOUNTAIN ROAD AND GRAND CANYON DRIVE, APN 125-31-810-001 THRU -010)

VICINITY MAP



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Sewer Connection agreement with County of Clark, a political subdivision of the State of Nevada, owner and Interlocal Contract with Clark County Water Reclamation District (Lone Mountain Road north of Craig Road between Hualapai Way and Jensen Street, APN 138-06-201-001) – County (near Ward 4 – Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is to connect one parcel with a proposed usage as a regional park located at Lone Mountain Road, north of Craig Road, between Hualapai Way and Jensen Street. The owner proposes to connect to the existing 12 inch sewer in Lone Mountain Road. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement".

RECOMMENDATION:
Building and Safety in conjunction with Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

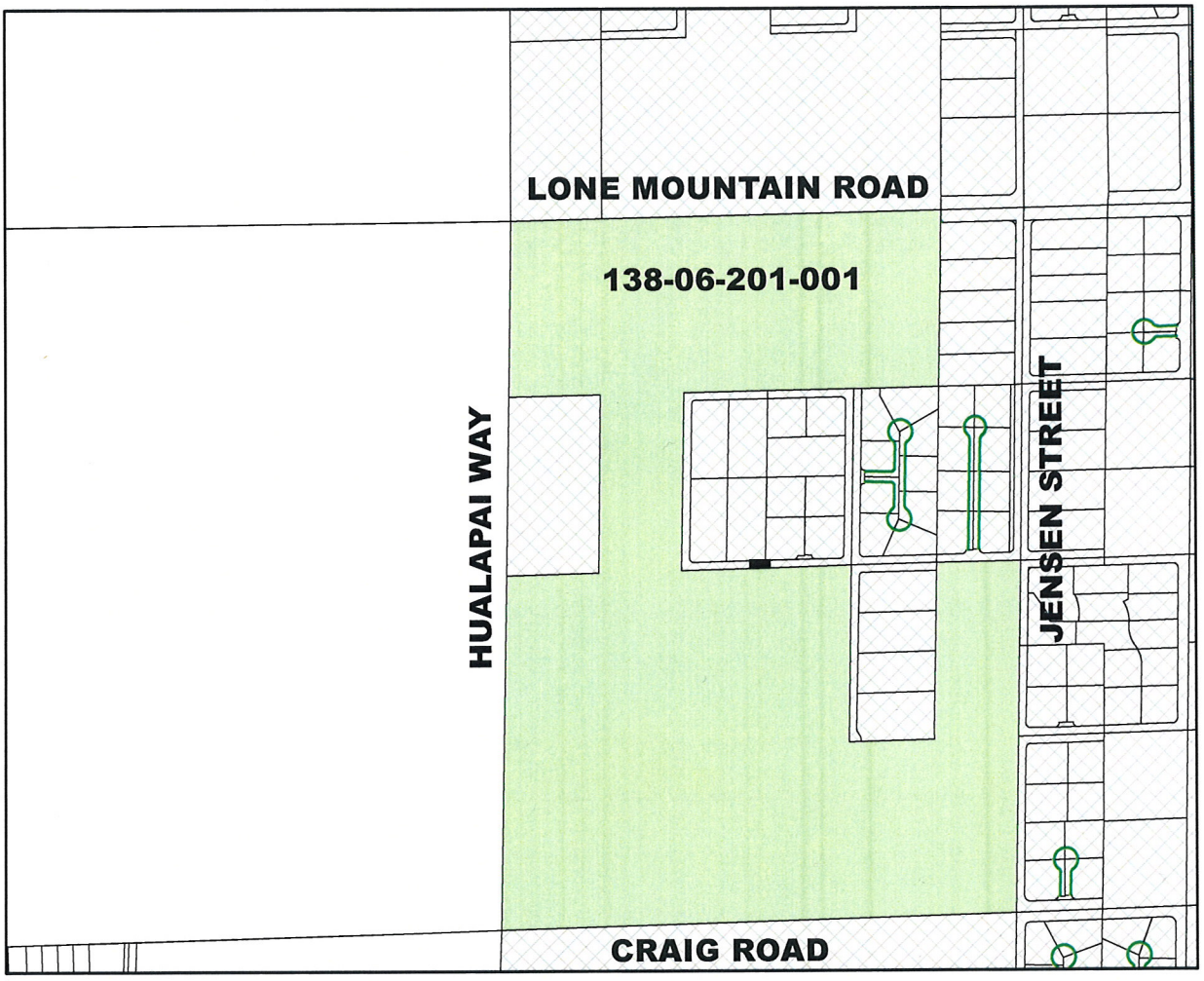
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT WITH COUNTY OF CLARK, A POLITICAL SUBDIVISION OF THE STATE OF NEVADA, OWNER AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES, (LONE MOUNTAIN ROAD, NORTH OF CRAIG ROAD, BETWEEN HUALAPAI WAY AND JENSEN STREET, APN 138-06-201-001)

VICINITY MAP



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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Extension of Wireless Use Agreement with Cheetah Wireless Technologies, Inc. for the use of streetlight, traffic signal and school flasher poles for wireless communication equipment – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Pursuant to an 2006 agreement, subsequently amended in 2007, the City has permitted Cheetah Wireless Technologies, Inc. to use streetlight, traffic signal and school flasher poles for wireless communication equipment. The agreement, which is set to expire in March 2011, provides that it may be extended by the parties for an additional 5-year period. The proposed Extension of Wireless Use Agreement will accomplish the extension.

RECOMMENDATION:
It is recommended that the City Council approve the Extension and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
Extension of Wireless Use Agreement

EXTENSION OF WIRELESS USE AGREEMENT

BETWEEN

CITY OF LAS VEGAS AND CHEETAH WIRELESS

This Extension of Wireless Use Agreement ("Extension Agreement") is executed to be effective on the 1st day of March, 2011 (the "Effective Date") between the City of Las Vegas, Nevada, a municipal corporation ("City"), and Cheetah Wireless Technologies, Inc., a Nevada corporation, d.b.a. Cheetah Wireless ("Cheetah").

WHEREAS, the City and Cheetah entered into a Wireless Use Agreement ("WUA") dated March 1, 2006, and an Amendment to Wireless Use Agreement ("Amendment to WUA") dated July 1, 2007, which agreements may hereafter be referred to collectively as the "Amended WUA"; and

WHEREAS, the Amended WUA includes various definitions that are used herein and incorporated by reference below; and

WHEREAS, the Amended WUA granted Cheetah the right to use the City's Rights-of-Way ("ROW") and ROW Poles for purposes of providing Telecommunications Service, including Cheetah's attachment of Equipment used in providing Telecommunications Service to certain Municipal Facilities located in the ROW; and

WHEREAS, pursuant to the Amended WUA, Cheetah has deployed its initial Telecommunications Service Network, including the attachment of Cheetah's Equipment to Municipal Facilities; and

WHEREAS, the term of the Amended WUA will expire on March 1, 2011 if such term is not extended; and

WHEREAS, Section 2 of the WUA provides that the parties may, by mutual consent, extend the term of the Amended WUA for one additional five-year period, on the terms and conditions set forth in the Amended WUA; and

WHEREAS, the City and Cheetah wish to renew the Amended WUA pursuant to Section 2 of the WUA and to extend the expiration date of the Amended WUA for a period of five years, on the same terms and conditions thereof, except as otherwise specified below.

NOW THEREFORE, in consideration of the premises and of the terms and conditions specified herein, the parties hereby agree as follows:

SECTION 1. DEFINITIONS.

For purposes of this Extension Agreement, all terms, phrases, words and their derivations herein shall have the same meanings as those terms are defined in the Amended WUA, unless the context clearly indicates that another meaning is intended. When used herein, the term "Effective Date" shall mean March 1, 2011, not the effective dates specified in the WUA and the Amendment to WUA. Words not defined in the Amended WUA or otherwise defined in this Extension Agreement shall be given their common and ordinary meaning.

SECTION 2. EXTENSION OF AMENDED WUA; CONFIRMATION OF TERMS.

This Extension Agreement shall commence on the Effective Date, shall constitute a renewal of the Amended WUA, and shall extend the expiration date of the Amended WUA until March 1, 2016, or until the Amended WUA is otherwise terminated in accordance with the provisions thereof. Except to the extent that the Amended WUA is expressly modified herein, the parties hereby confirm that all terms and conditions of the Amended WUA remain in full force and effect.

SECTION 3. DELETION OF SUBSECTION 6.1 OF AMENDED WUA.

Subsection 6.1 of the Amended WUA concerning deadlines for Cheetah to Commence Installation and to Commence Operation of its Network, or expansions thereof, is hereby deleted in its entirety.

EXECUTED to be effective on the Effective Date specified above.

CITY OF LAS VEGAS, NEVADA,
a municipal corporation,

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ 2/1/11
Date

CHEETAH WIRELESS TECHNOLOGIES, INC.,
a Nevada corporation d.b.a. Cheetah Wireless

By: _____
MITCHELL GONZALEZ, President and
Chief Executive Officer

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of Extension of Wireless Use Agreement with NextG Networks of California, Inc. for the use of streetlight, traffic signal and school flasher poles for wireless communication equipment – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Pursuant to an 2006 agreement, subsequently amended in 2007, the City has permitted NextG Networks of California, Inc. to use streetlight, traffic signal and school flasher poles for wireless communication equipment. The agreement, which is set to expire in March 2011, provides that it may be extended by the parties for an additional 5-year period. The proposed Extension of Wireless Use Agreement will accomplish the extension.

RECOMMENDATION:
It is recommended that the City Council approve the Extension and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
Extension of Wireless Use Agreement

EXTENSION OF WIRELESS USE AGREEMENT

BETWEEN CITY OF LAS VEGAS AND

NEXTG NETWORKS OF CALIFORNIA, INC.

This Extension of Wireless Use Agreement ("Extension Agreement") is executed to be effective on the 1st day of March, 2011 (the "Effective Date") between the City of Las Vegas, Nevada, a municipal corporation ("City"), and NextG Networks of California, Inc., a Delaware corporation, d.b.a. NextG Networks West ("NextG").

WHEREAS, the City and NextG entered into a Wireless Use Agreement ("WUA") dated March 1, 2006, and an Amendment to Wireless Use Agreement ("Amendment to WUA") dated July 1, 2007, which agreements may hereafter be referred to collectively as the "Amended WUA"; and

WHEREAS, the Amended WUA includes various definitions that are used herein and incorporated herein below; and

WHEREAS, the Amended WUA granted NextG the right to use the City's Rights-of-Way ("ROW") and ROW Poles for purposes of providing Telecommunications Service, including NextG's attachment of Equipment used in providing Telecommunications Service to certain Municipal Facilities located in the ROW; and

WHEREAS, pursuant to the Amended WUA, NextG has deployed its initial Telecommunications Service Network, including the attachment of NextG's Equipment to Municipal Facilities; and

WHEREAS, the term of the Amended WUA will expire on March 1, 2011 if such term is not extended; and

WHEREAS, Section 2 of the WUA provides that the parties may, by mutual consent, extend the term of the Amended WUA for one additional five-year period, on the terms and conditions set forth in the Amended WUA; and

WHEREAS, pursuant to Section 2 of the WUA, the City and NextG wish to renew the Amended WUA and to extend the expiration date thereof for a period of five years, on the same terms and conditions except as otherwise specified below.

NOW THEREFORE, in consideration of the premises and of the terms and conditions specified herein, the parties hereby agree as follows:

SECTION 1. DEFINITIONS.

For purposes of this Extension Agreement, all terms, phrases, words and their derivations herein shall have the same meanings as those terms are defined in the Amended WUA, unless the context clearly indicates that another meaning is intended. When used herein, the term "Effective Date" shall mean March 1, 2011, not the effective dates specified in the WUA and the Amendment to WUA. Words not defined in the Amended WUA or otherwise defined in this Extension Agreement shall be given their common and ordinary meaning.

SECTION 2. EXTENSION OF AMENDED WUA; CONFIRMATION OF TERMS.

This Extension Agreement shall commence on the Effective Date, shall constitute a renewal of the Amended WUA, and shall extend the expiration date of the Amended WUA until March 1, 2016, or until the Amended WUA is otherwise terminated in accordance with the provisions thereof. Except to the extent that the Amended WUA is expressly modified herein, the parties hereby confirm that all terms and conditions of the Amended WUA remain in full force and effect.

SECTION 3. DELETION OF SUBSECTION 6.1 OF AMENDED WUA.

Subsection 6.1 of the Amended WUA concerning deadlines for NextG to Commence Installation and to Commence Operation of its Network, or expansions thereof, is hereby deleted in its entirety.

SECTION 4. CHANGE OF ADDRESS FOR NOTICES TO NEXTG.

Subsection 10.1 of the Amended WUA concerning notices to the parties is hereby amended to change the address for notices to NextG to the following:

NEXTG NETWORKS OF CALIFORNIA, INC.
Attention: Contracts Administration
890 Tasman Drive
Milpitas, CA 95035

EXECUTED to be effective on the Effective Date specified above.

CITY OF LAS VEGAS, NEVADA,
a municipal corporation,

By: _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____ 2/1/11
Date

NEXTG NETWORKS OF CALIFORNIA, INC., a Delaware corporation d.b.a. NextG Networks West

By: _____
ROBERT L. DELSMAN, Senior V.P. and General Counsel

Approved as to Form
and Legal Sufficiency:

_____
Signature/Initials

Date: 1/11/2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Licensing Agreement between Las Vegas, Nevada, B.P.O. Elks Number 1468 and the City of Las Vegas for the Helldorado Days PRCA Rodeo on property owned by the City of Las Vegas, bound by Stewart Avenue on the south, the alley between Seventh and Eighth Streets on the east, Las Vegas Boulevard on the west and US 95 on-ramp on the north - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Las Vegas, Nevada, B.P.O. Elks Number 1468 (the Elks) has requested the use of the property owned by the City of Las Vegas, east of City Hall, for Helldorado again this year. This Special Event Licensing Agreement allows the use of the site by the Elks for forty-two (42) days, which includes six (6) days for the Rodeo event, twenty-one (21) days for site preparation and fifteen (15) days for site restoration. Staff recommends support of the Helldorado Days PRCA Rodeo to facilitate a community event, community pride and to continue a great Las Vegas tradition.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Special Event Licensing Agreement
2. Public Purpose/Impact Analysis

SPECIAL EVENT LICENSING AGREEMENT

Helldorado Days PRCA Rodeo — Las Vegas, Nevada, B.P.O. Elks Number 1468

April 18, 2011 through May 31, 2011

THIS SPECIAL EVENT LICENSING AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2011, by the City of Las Vegas ("Licensor"), a municipal corporation of the state of Nevada and Las Vegas, Nevada, B.P.O. Elks Number 1468, ("Licensee"), a Nevada non-profit corporation.

AGREEMENT SUMMARY

(a) This Agreement licenses the use of the Site (hereinafter defined) for forty-two (42) days in connection with that event commonly known as the "Helldorado Days PRCA Rodeo", which includes six (6) days for the rodeo event and related concessions, twenty-one (21) days for site preparation and fifteen (15) days for site restoration (collectively the "Event"). The Event is sponsored and promoted by the Licensee, who will submit an application to the City of Las Vegas Planning Department for review and approval prior to the Event. In the event of any conflict between such application and this Agreement, this Agreement shall prevail.

(b) The Event is proposed to be held on real property owned by the Licensor, which is bounded by Stewart Avenue (south), 7th Street (east to ally, mid-block), Las Vegas Boulevard (west), and US 95 on-ramp (north), (the "Site") and depicted on the Site Map attached hereto as Exhibit "A" and incorporated herein as a part of this Agreement. Full property access may be restricted by existing structures, with Licensor having final discretion on any such restrictions.

(c) This Agreement sets forth the obligations of Licensee concerning the use of the Site, and other property licensed or used for parking, approaches or sidewalks (collectively the "Premises") in connection with the Event.

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

1. Grant of License. Licensor does hereby license to Licensee, and Licensee does hereby license from the Licensor, the Site, on the specific dates indicated, herein, for the purpose of holding the Event, and for no other purpose, subject to the terms and conditions of this Agreement and the application submitted by the Licensee and approved by the Licensor. The Event, including the time needed for preparation and restoration of the Site before and after the Event, is authorized for the following dates (collectively the "License Term"):

(a) April 18, 2011, through May 9, 2011, inclusive-----Site Preparation.
(b) May 9, 2011, through May 15, 2011, inclusive-----Actual Event Dates.
(c) May 16, 2011, through May 31, 2011, inclusive-----Site Restoration.

The Licensor will use the Site in compliance with the Site Plan attached hereto as Exhibit "B" and incorporated herein as a part of this Agreement. Any modifications to Site Plan will require City approval.

2. License Fee. In exchange for the use of the Site, Licensee shall pay Licensor a licensing fee in the amount of $0.00.

3. Performance Bond. Licensee shall provide at the execution of this Agreement, a Performance Bond substantially in the form of Exhibit "C," attached hereto and incorporated herein as a part of this Agreement from a surety acceptable to the City of Las Vegas City Attorney in the penal amount of $25,000 to guarantee performance of all of Licensee's obligations, duties and covenants under this Agreement. The performance bond shall remain in place until a final walk-through of the Site has been completed by Licensor.

4. Conditions Precedent to Entry onto Site. Licensee covenants and agrees to perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition to Licensee's use of the Site pursuant to this License Agreement. Licensee shall not enter the Site to begin preparing the Site for the Event, and shall not move any equipment or any other item onto the Site unless and until Licensor, in writing, authorizes Licensee to do so and Licensor confirms that Licensee has fulfilled all of the conditions precedent to such entry. The conditions precedent to Licensee entering the Site are set forth in Exhibit "D" attached hereto and incorporated herein. In the event Licensee enters the Site prior to fulfilling all of such conditions precedent and the actual receipt of such written authorization, such entry shall be considered by the parties to be trespassing committed by Licensee, as well as a default which shall automatically terminate this Agreement.

5. Default. The Licensee covenants that if any default is made in the covenants or agreements herein contained, this Agreement licensing use of the Site shall, at the option of the Licensor, cease and terminate, and the relation of the parties shall be the same in all respects as if the License term had fully expired. In such event Licensor may reenter and take possession of the Site and hold the same as of its former state therein, remove all persons, and resort to any legal proceedings to obtain such possession.

6. Insurance.

(a) Licensee agrees to obtain and furnish to the Licensor prior to entry onto the Site and/or Premises, but no later than April 24, 2010, whichever is the first to occur, a certificate showing that there is in effect a comprehensive General Liability Policy, which is at least as broad as the CG 00 01 form, in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. This coverage should include products and completed operations, include coverage for liquor sales, if applicable, broad form property damage coverage and broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Furthermore an excess or umbrella policy must be obtained that will provide coverage of up to Three Million Dollars ($3,000,000). The limits of liability insurance are to be written on a per event basis.

The Licensor, its officers, employees and agents (including the City of Las Vegas Deputy City Marshals) shall be named as additional insured parties and such notation shall appear on the certificate of insurance furnished by the Licensee's insurance company. 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 company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Licensor. The Licensor requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate shall indicate that the insurance company or the Licensee cannot cancel the insurance without at least 30 days prior written notice to the Licensor. Any language to the effect that the insurance company or surety company will "endeavor to inform" the Licensor of cancellation or material change in coverage must be stricken from the certificate of insurance.

(b) The Licensee shall obtain workers compensation insurance, covering its employees, and provide proof of the same to Licensor, for all sub-contractors and their employees, and Licensee shall require any sub-licensee or other permitee obtain workers compensation insurance for their employees per NRS 616A-616D.

(c) The Licensee shall obtain automobile insurance in the amount of One Million Dollars ($1,000,000) combined single limit and shall have all vehicles that will be on Licensor's premises, whether owned or hired, covered on that policy.

(d) The parties agree that the specified coverages or limits of insurance in no way limit the liability of the Licensee. The insurance required herein shall provide coverage for the full period of the Licensee's use and possession of the Site and the Premises.

(e) The Licensee shall have the Licensor endorsed on the primary liability polices and the excess/umbrella as an additional named insured.

(f) The Comprehensive General Liability Policy, Automobile Policy and Workers' Compensation shall have a waiver of subrogation endorsement relieving the Licensor from any and all liability to Licensee as a result any direct or imputed act by the Licensor.

(g) The Licensee shall be responsible for and insure against bodily injury and property damage caused by the acts or omissions of Licensee and its sub-licensees (collectively the "Event Entities"), and their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Licensee will not do, or permit to be done, anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site.

(h) All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed $10,000 without the prior written approval of the Licensor.

7. Indemnity. The Licensee is responsible for any and all demands on account of any injury or death, or damage to property (including, but not limited to, the Site) occurring in or

upon any portion of the Site or Premises, which are caused by the acts or omissions of the Event Entities. In addition to the obligations set forth in Section 4, the Licensee shall defend, indemnify and hold the Licensor, its officers, employees and agents (including the City of Las Vegas Deputy City Marshals) (collectively the "Indemnitees") harmless from and against any and all claims, demands, actions, causes of actions, penalties, judgments and liabilities of every kind and description (including court costs and reasonable attorneys' fees) for injury to and death of persons, and damage to and loss of property which are caused by, arise from or grow out of the use or occupancy of the Site or Premises by the Event Entities from any breach by Licensee of any of the conditions or obligations of this Agreement or from any act or omission of the Event Entities.

As a part of such indemnification, the Licensee specifically will indemnify and hold the Indemnitees harmless for any actions taken by the Event Entities, related to the removal of individuals or groups from the Site or Premises. The Indemnitees shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by the Event Entities, when the claims for damages or injuries are incident to, arise from or are in any way connected with the Event Entities' use or occupancy of the Site or Premises, or for any act or omission of the Event Entities. This Agreement shall not provide any right for any person, firm, corporation, or association that is not a party to this Agreement. Nothing set forth in this Agreement shall affect or limit the statutory protections and limits of liability for the Indemnitees set forth in NRS 41.035.

8. Inspection of Site and Premises. Licensee and Licensor shall jointly inspect the Site and Premises prior to installation of any temporary improvements to determine and document its current condition, the location of well heads that need to be protected, if any, and the condition of the Site and Premises in all respects, together with any hazards that need to be avoided for the uses contemplated by Licensee. Licensee accepts the Site and Premises in their "as is" condition. Licensee and Licensor shall jointly inspect the Site and the Premises during move-out to determine whether any changes have occurred in the condition of the Site and the Premises which are directly attributable to Licensee's occupancy and use thereof, and to document any cleanup or other restoration of the Site and Premises that may be required of Licensee. The restoration of the Site and Premises after the Event must include reinstallation and/or the relocation of fencing and the dust mitigation material as may be required by Clark County Air Quality and Environmental Management.

9. Improvements to Site and Premises. No site work or temporary improvements shall be performed without prior consent of Licensor.

10. Care of Site and Premises. Licensee, at its own expense, shall keep the Site and Premises at all times in a safe, sanitary and sightly condition so as to prevent blowing of debris, and shall return the Site to Licensor upon the expiration or termination of this Agreement in a clean condition, with all trash and debris, removed therefrom (and adjacent properties if any such debris has been blown or deposited thereon from the Site). Licensee agrees and covenants to return the Site to Licensor without any liens or claims recorded against the Site. In the event the Licensee fails to perform the requirements of this Section, the Licensor may do all things necessary to restore the Site to the condition required herein, charging the actual cost thereof to Licensee. Such costs may be recovered from the Surety under the Performance Bond required

under Section 3. The Licensor may, in conjunction with routine maintenance duties, provide daily cleaning support in the form of trash pickup and street sweeping activities at the event site and surrounding areas. The level of this support is at the sole discretion of the Licensor.

11. Expiration of Occupancy. At the expiration of the License Term hereinabove set forth, the Licensee shall quit and vacate the Site in as good condition and repair as before the Licensee's use thereof, and shall have performed prior to such vacation the permanent dust treatment required under Section 8 to the satisfaction of the Licensor. In the event the Licensee holds over and fails to surrender possession of the Site at the time herein agreed, then and in that event, the Licensee agrees to pay Licensor for the hold-over period the amount of $1,000 per day or any part of a day, and the same does not preclude Licensor from collecting other damages in the event damages do occur as a result of such hold-over. If Licensee vacates the Site prior to the expiration of the contracted time of occupancy, Licensor will assume beneficial control of the Site and the License Term will terminate. In addition, the Site shall be free of any claims or liens recorded against and encumbering the Site.

12. Property Left on Site. The Licensee shall remove from the Site and Premises on or before the termination of occupancy herein, all temporary structures, and all personal property, goods, and effects belonging to the Event Entities, or otherwise brought upon the Site and Premises during the term of the License. If any such personal property is not removed at the above stated time, Licensor shall have the right to dispose of any such property, for which the Licensee agrees to pay a reasonable fee and all expenses incurred by the Licensor. Licensor shall be held harmless from any claim of lost property or property left on Site.

13. Lost Articles. The Licensee shall provide a means for, and shall have the sole right and responsibility to collect and have custody of articles left on the Site or parking areas by persons attending any performance, exhibition or entertainment event given or held on the Site. Lost articles will be returned upon proper identification of article and owner according to policies established by the Licensee. The Licensee will have the right, after a reasonable period of time, to dispose of lost articles.

14. Compliance with Laws. The Licensee shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Las Vegas Metropolitan Police Department, the City of Las Vegas Deputy City Marshals and the City of Las Vegas Fire Department. Licensee will not suffer or permit any activity on the Site in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. The Licensee shall be responsible to provide readily achievable access to the Event and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act. Additionally, it shall be the responsibility of the Licensee to submit to the Licensor in writing, a list of independent vendors and service companies (e.g. installation and dismantle companies, florists, modeling agencies, concessionaires, and all exhibitor appointed contractors and vendors that are providing a service to exhibitors.) The Licensee shall be responsible for these companies to be properly licensed and insured prior to entering the Site. The Licensee shall secure compliance with all state, local, and federal laws and/or regulations from all Event Entities participating in any way in the Event or related services. Licensee shall ensure that the Event Entities comply with all laws, rules and regulations related to booth installation and dismantling, business licensing, and health

regulations. Licensee shall obtain from the Event Entities a commercial general insurance policy in the amount of, at least, One Million Dollars ($1,000,000).

15. Hazardous Materials. Subject to prior approval by Licensor, Licensee is responsible for the proper care, handling, security, removal, and disposal of all Hazardous Materials brought upon the Site by the Event Entities in the manner required by the Environmental Protection Agency, its rules, regulations or other applicable standards in effect at the time of occupancy. Upon request by the Licensor, the Licensee shall provide proof of the method of transportation and disposal of the Hazardous Materials. Any costs associated with the transportation and disposal of materials left on the Site will be paid by the Licensee.

16. Licenses. Licensee shall obtain, and cause the Event Entities to obtain, the permits or licenses required by laws, ordinances, rules and regulations mentioned herein, and shall not allow anything on the Site and Premises during the License Term in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Licensee is called to any such violation on the part of the Licensee or of any person employed by or admitted to the Site by the Licensee, the Licensee will immediately desist from and correct, or cause to be corrected, such violation.

17. Child Care. Licensee shall not allow any type of childcare facility to be operated on the Site.

18. Security/Parking. Licensee is responsible to provide adequate parking areas to accommodate attendance at the Event. Licensee shall be responsible for complete security in all areas licensed or otherwise rented or provided, including exhibit areas, grand stands, arena, live-stock animal pens, back of House, parking areas, walkways, loading dock areas, and emergency exits, from the time of initial possession until completion of move-out. Such services will be at the expense of the Licensee. All security arrangements are subject to prior approval by the Licensor and the City of Las Vegas Deputy City Marshals Unit. Licensee shall provide an approved security placement plan for stationary or roving posts to the Licensor and the City of Las Vegas Deputy City Marshals Unit prior to entry onto the Site and/or Premises, but no later than April 15, 2010.

19. Meter Suspension. Licensee shall be responsible for all costs to the city to remove meter heads and poles; and/or bag and place parking meters in an ***out of service*** **status,** as required by event activities.

20. Concessions. Subject to City of Las Vegas licensing requirements, Licensee shall have the sole and exclusive right to offer for sale on the Site beverages of any type, food, souvenirs, or other merchandise of any legal type, or Licensee may license such concession rights to any party or parties designated by Licensee subject to the requirements of paragraph 14. The Licensor reserves the right to deny this right to any particular person or entity in its sole discretion. Licensee shall provide a list of the proposed concessionaires to the Licensor at least twenty (20) days prior to the Event.

21. Access to Premises. The Licensor reserves for its authorized representatives and for officers of the City of Las Vegas Deputy City Marshals Unit, free access and right to enter any portion of the Site.

22. Objectionable Persons. The Licensor reserves the right to eject any objectionable person or persons from the Site or Premises or any part thereof, if in the sole determination of the Licensor, such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the Licensor and the City of Las Vegas Deputy City Marshals Unit, Licensee specifically waives any right to any claim for damages against the aforementioned parties for such actions. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action in regard to any cause to which this Section applies.

23. Force Majeure. If (a) the Site or Premises, or any portion thereof shall be destroyed or damaged by calamity so as to prevent the use of the Site for the purposes and during the periods specified in this Agreement, or (b) if the use of the Site by Licensee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Licensor, then this Agreement shall terminate and Licensee hereby waives any claim against the Licensor for damages by reason of such termination. In such event, Licensee shall still perform its Site cleanup and restoration responsibilities to the parties pursuant to this Agreement. The Licensor shall, within a reasonable time, provide notice to Licensee of any event to which this Section applies.

24. Evacuation. It is mutually agreed by the parties that in the event the Site or Premises, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Licensee, for itself and for the other Event Entities, shall and does hereby release the Licensor, its officers, employees and agents from any and all liability for injury, loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate. Licensee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such evacuation or direction to evacuate, that any and all claims that may be asserted by third persons for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise, suffered or sustained as the result of such evacuation or direction to evacuate shall be subject to the indemnification requirement set forth in Section 7 of this Agreement. Under emergency circumstances, Licensor, or its designee, shall regain complete control of the Site. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action with respect to emergency evacuation.

25. Re-entry Right. Licensee agrees that if the Site or any part of the premises thereof shall become vacant during the License Term, Licensor or its representatives may reenter the same either without being liable therefore to Licensee or the Event Entities.

26. Copyright and Trademark Indemnification. Licensee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Agreement unless the Licensee has previously thereto obtained written permission from the copyright or trademark holder or licensor thereof. Licensee acknowledges

that Licensee acts under this Agreement as an independent contractor, charged with the responsibility in Licensee's sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Licensee deems appropriate and that Licensee guarantees strict compliance with all laws respecting copyrights (Federal Copyright Law of 1978 - 17 U.S.C. 101) and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name of the performer or performing individuals or group. Licensee warrants that in the performance of this Agreement, Licensee will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Any and all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to the violation of copyright and trademark rights, the improper performance, reproduction and use of musical, literary and artistic works, or the improper name of performing individual or group, shall be subject to the indemnification requirements set forth in Section 7 of this Agreement.

27. Royalties and Claims. Licensee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Event Entities upon the Site. Licensee agrees to hold harmless the Indemnitees and Licensor against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

28. Assignments. Neither this Agreement, nor any rights of the Licensee granted hereunder, may be assigned by the Licensee without the written consent of the Licensor.

29. Binding Effect of Agreement. All terms and conditions of this Agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be varied or waived by any oral representation or promise or any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this Agreement. On behalf of the Licensor, the authorized agent must be the City Manager or her designee.

30. Governing Law/Merger Clause. The parties to this Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the party to be charged. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Agreement shall be construed to have been drafted by all parties hereto.

31. Disputes. In the event of a dispute arising under this Agreement, the parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes that cannot be informally resolved shall be litigated rather than submitted to arbitration. The Agreement shall be governed by the laws of the State of Nevada, and venue for any litigation shall be in the Eighth Judicial District Court for Clark County.

32. Sub-licensing of Site. The Licensee may sub-license portions of the Site to other vendors and entities related to the Event. The Licensee may not sub-license any part of or the entire Site to another overall producer or promoter without the express written permission from the Licensor.

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

If to the LICENSOR:
Bill Arent, Director
City of Las Vegas,
Office of Business Development
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: 702-385-3128

If to the LICENSEE:
Las Vegas, Nevada, B.P.O. Elks Number 1468
4100 West Charleston Boulevard
Las Vegas, NV 89102
Fax: 702-258-8042

The Licensee shall notify the Licensor in writing of any change in the Licensee information stated above.

An original signed copy, via U.S. Mail, shall follow facsimile transmission and/or electronic mail, of required notices.

34. Termination. In addition to the default provision in Section 5:

(a) The Licensor may, by written notice of default, terminate this Agreement, in whole or in part, for any material breach in the performance of the obligations of the Licensee.

(b) If the Licensor terminates the Agreement for default and is thereby faced with the necessity of acquiring, from another provider, services to replace those terminated, the Licensor may through the payment bond or through litigation or both, seek reimbursement for the reasonable cost of alternatively securing those services. Licensor liability for the termination shall be regarded as prima facie evidence of liability for the replacement costs to the City.

35. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by each party. The failure of the Licensor to enforce any of the provisions of this Agreement shall not in any way be construed as a waiver of such provisions or affect the validity of any part of this Agreement or to affect the right of the Licensor to thereafter enforce

each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be regarded as a waiver of any other or subsequent breach of this Agreement.

36. Agreement Section Headings: The section and subsection designations in this Agreement are inserted for the purpose of convenience and ready reference. They do not limit, by such designation, a harmonious interpretation of the Agreement, when read as an integrated document.

37. Integration: This Agreement represents the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

38. Disclosure of Principals: Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Licensee warrants that it has disclosed, on the form attached as Exhibit "E" hereto, all principals, including partners, of Licensee, as well as all persons and entities holding more than a 1% interest in Licensee, or any principal of Licensee. If Licensee, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attaches current copies of such federal disclosures to Exhibit "E," the requirement of this Section shall be satisfied.

39. Conditions Precedent to Effectiveness of Agreement: This Agreement shall not be or become effective until the following conditions have been satisfied:

(a) The City Council approves the execution of this Agreement;

(b) An authorized representative of the City has signed this Agreement;

(c) Licensee has signed this Agreement; and

(d) Licensee has obtained approval of the Event by the Pro Rodeo Cowboys Association that is consistent with the terms and conditions of this Agreement.

(e) Licensee has met all conditions per Exhibit "D" of the Agreement.

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

CITY OF LAS VEGAS

_____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

Approved as to form:

Robert S. Sylvain 1-7-11
Deputy City Attorney Date

LAS VEGAS NEVADA,
B.P.O. ELKS NUMBER 1468

By: _____
Title: Trustee

By: _____
Title: Trustee

By: _____
Title: Trustee

By: _____
Title: Trustee

By: _____
Title: Trustee

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2011, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2011, personally appeared before me, the undersigned, a Notary Public in and for the County of _____, State of _____, _____, who acknowledged that he/she executed the above instrument.

_____
NOTARY PUBLIC, in and for said
County and State

EXHIBIT "A" - Site Map



Legend
Rodeo Site

0 165 330 660 Feet

12/15/09

N
W E
S

EXHIBIT "B"
SITE PLAN

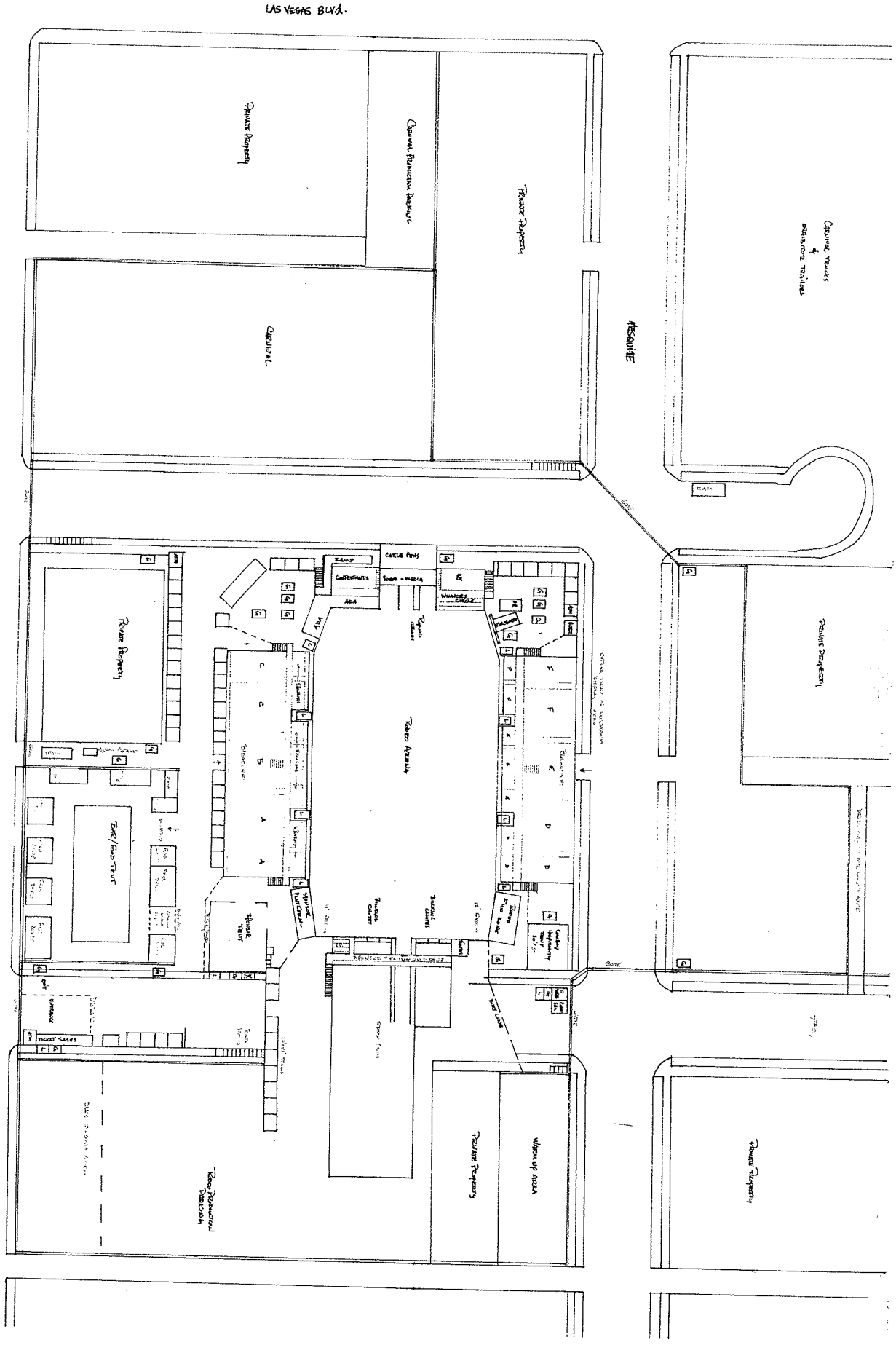

EXHIBIT "C"
Form of Performance Bond

BOND NUMBER _____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY AND EXECUTED BY AN APPOINTED AGENT LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS, the Company named below and the City of Las Vegas, Nevada (the "City") have entered into the Special Event Licensing Agreement dated _____ (the "Agreement"), which licenses the use and possession of certain real property owned by the City for the public event commonly known and referred to as "Helldorado Days PRCA Rodeo" to be held on the days set forth therein, and

WHEREAS, the Company is required to perform certain obligations (including defending and indemnifying the City against any and all claims which result from the use and possession of the licensed property by the Company (collectively herein the "Obligations"), all of which are more fully set forth in the Agreement, and

WHEREAS, the Company is required to furnish a bond securing the faithful performance of the Obligations set forth in the Agreement.

KNOW ALL MEN BY THESE PRESENTS, that we, the Company and Surety named below, for ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, are firmly held and bound unto the City in the penal sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000), the payment of which sum will firmly and truly be made pursuant to this Bond. The total amount of the Surety's liability under this Bond shall in no event exceed the penal sum hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Company shall well and truly perform all of the Obligations within the time and in the manner specified in the Agreement, then this Bond shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if notified and requested to do so by the City, to perform and fully complete that obligation which the Company has failed or neglected for any reason to perform as required by the Agreement. The Surety further agrees to complete the performance of the obligation which the Company has failed or neglected to perform within twenty (20) days after written notice thereof from the City, or to commence such performance within the aforementioned period of time and to fully complete the same with due diligence.

This Bond shall ensure the performance of the Obligation set forth in the Agreement and any subsequent amendments thereto which may be executed by the Company and the City. No change, alteration or other modifications (including extension of time) of the Agreement shall release or exonerate the Surety of this Bond. This Bond is made and executed contemporaneously with the Agreement above mentioned, and in consideration for the terms, conditions, and covenants therein made and entered into on the part of the City.

IN WITNESS WHEREOF this instrument has been executed this _____ day of _____, 20_____.

SURETY: _____

_____
(State of Nevada License Number)

_____
(Appointed Agent Name)

By: _____
(Appointed Agent Signature to be notarized)

Address: _____

_____

Telephone: _____

_____
(SEAL AND NOTORIAL ACKNOWLEGMENT OF SURETY)

COMPANY: Las Vegas Nevada B.P.O. Elks Number 1468, a Nevada Non-profit Corporation

By: _____
(Authorized Representative and Title)

EXHIBIT "D"

CONDITIONS PRECEDENT TO LICENSEES POSSESSION OF THE SITE

A. **Temporary Sign Permit**. Licensee shall obtain a Temporary Sign Permit from the City of Las Vegas Planning Department prior to occupying the Site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

B. **Fence Permit.** If Licensee desires to install a fence on the Site, then Licensee shall obtain a Fence Permit from the City of Las Vegas Building and Safety Department prior to occupying the Site; however this does not apply to any work completed by the Licensor as detailed in Section 9. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

C. **Temporary Commercial Permit.** Licensee shall obtain a Temporary Commercial Permit from the City of Las Vegas Planning Department prior to occupying the Site. The Temporary Commercial Permit application shall adequately address parking, dust suppression/air quality, and a traffic control plan for the site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

D. **Environmental and Air Quality Permit.** Licensee shall obtain a Dust Control Permit, and any and all necessary environmental permits, from the Clark County Department of Air Quality Management. Licensee shall be solely responsible for all fees associated with processing the application. (It is anticipated that the Licensee may be required to use a dust suppressant material on the Site in order to suppress or to mitigate PM-10, dust, or other airborne contaminants.) Licensee shall install a permanent dust suppressant, acceptable to the City, on the Site upon completion of the event. A Stormwater Pollution Protection Plan Permit must be submitted through the State of Nevada Department of Environmental Protection.

E. **Right-of-way Permits.** Licensee shall obtain any and all Public Right-of-Way Event permits by the City of Las Vegas Public Works Department. Permits and accompanying traffic control/barricade plan(s); a Parking Plan depicting visually parking spaces to be provided on the Site; a Traffic Control Plan showing means of ingress and egress; means of group transit (buses) to and from the Site; and limitations on public access to the public Right-of-way. Licensee shall exercise due diligence in ensuring minimal impact to the public Right-of-way. Licensee shall be solely responsible for all fees associated with processing the application. Licensee will be responsible for all costs associated with the traffic control/barricade plan including the cost of required City of Las Vegas Deputy City Marshals Unit to handle the traffic control and other related matters associated with this event. The City shall not withhold unreasonably the approval of said application(s).

F. **Clearing and Grubbing Permit.** Licensee shall obtain approvals from the City of Las Vegas Land Development Division, Public Works Department, and from the Building and Safety Department, and a Clearing and Grubbing permit for allowance to remove rocks, tumbleweed, and debris in order to facilitate the event on the Site, however this does not apply to any work completed by the Licensor as detailed in Section 9. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

G. **Building Permit Requirements.** Licensee shall obtain a building permit for each structure temporarily erected on the site for the Event (Note: Temporary membrane structures [tents] are under the jurisdiction of Fire Services.) Required building permits shall include, but not be limited to: bleachers, stages, daises, and platforms. Building and Safety will require a master exiting plan, occupancy loads on each entrance/exit, a site plan depicting accessible means of ingress and egress, location and number of handicapped parking spaces, and number of temporary male and female lavatories. Licensee shall be solely responsible for all fees associated with processing the application. The permit and plan review fees will be based upon the construction cost (valuation) of the scope of the permit, as provided by the Licensee. All plans shall be prepared and stamped by a Nevada licensed architect or engineer. The City shall not unreasonably withhold the approval of said application.

H. **Business Licenses.** Licensee shall obtain a Special Event Liquor License and a Temporary Business License from the Business Services Division, Department of Finance and Business Services. Licensee shall be required to obtain a Temporary Business License for any and all concessions on the Site. Licensee shall also submit related licenses required for any and all activities to occur on the Site. Licensee shall be solely responsible for all fees associated with processing the application. The City shall not withhold unreasonably the approval of said application.

I. **Liability insurance.** Licensee shall submit Certificate of Insurance, naming the City, and the City of Las Vegas Deputy City Marshals Unit, as additional insured, in the amount of three million dollars ($3,000,000) as required by this Agreement. Licensee shall be solely responsible for all fees associated with obtaining the Certificate of Insurance. The City shall not withhold unreasonably the approval of said application.

EXHIBIT "E"

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**
Las Vegas Elks Lodge #1468
Name
Address 4100 W. Charleston Blvd Las Vegas, NV
Telephone 702-870-1221
EIN or DUNS 88-0024533

Block 2 **Description**
Special Event Licensing Agreement Helldorado Days Rodeo

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.	LEE BUTTS	1433 S. MAIN LV.	384-9000
2.	ED LANIGAR	1140 N. TOWN CENTER DR #200	612-0154
3.	DAVE BLANKENBUCKLER	4855-D W. HARMON AVE	806-8150
4.			
5.			
6.			
7.			

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: Ø.

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 _____

Date 1/17/2011

Subscribed and sworn to before me this 18th day of January, 2011

_____
Notary Public

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

Public Purpose/Impact Analysis

Title of Project: 2011 Las Vegas Helldorado Days Annual Parade, Local's Rodeo and PRCA Professional Pro Rodeo.

Project Description: The Helldorado Days multi-venue community event will include a Rodeo, Parade, Carnival Midway, vendors and exhibitors and other activities that kick off Helldorado Days in May, 2011. The temporary outdoor rodeo arena will be located in Downtown Las Vegas across from the 400 Stewart Avenue 'City Hall' Campus within two blocks of the Fremont Street Experience. Local events will include an Art Show, Charity Golf Tournament, Texas Hold'em Poker Tournament, Helldorado Trail Ride, and the Las Vegas Helldorado Sahara Coins Treasure Hunt. Rodeo activities will generate positive social and economic impacts for the city of Las Vegas and Downtown.

Sponsor/Developer: Las Vegas, Nevada, B.P.O. Elks Number 1468-PRCA Pro Rodeo sanctioned.

Number of Direct Jobs Created: Local companies benefitted from the 2009 and 2010 rodeo to include bleacher & portable restroom company, road safety company, tent company, local labor for clean up services and other production services as required. Helldorado also employs local city of Las Vegas employees i.e., city marshals, public works, and other various departments to assist with the planning and permitting.

Number of Indirect Jobs Created: Flying U Rodeo Production Company is the stock contractor for the 2011 Helldorado Rodeo. Their crew brings in all rodeo support personnel to handle the actual rodeo and specialty acts which provide temporary jobs for the week of Helldorado.

Number of Direct Jobs Retained: N/A

How Does the Project Benefit the Public:

Helldorado Days has taken place in Las Vegas since 1934, and is part of our Las Vegas history. The event will feature a rodeo, parade, poker and golf tournaments and a host of other events. A portion of Helldorado event proceeds, Sponsorships, and the Youth Activities Fund, will make it possible to donate in excess of $100,000 to local charities such as: The Elks Scholarship Fund; Local High Schools, Handicapped students; Child Haven; Muscular Dystrophy Association (MDA); Local Scout Troops; Local Veterans; The Dictionary Program (to benefit local 3rd graders); Big Brothers Big Sisters, Opportunity Village, etc. Helldorado has also provided ticket packages for local fund raisers to help support the local community.

Quantitative Economic Benefits:

1) Estimated Parade Attendance: +/- 25,000
2) Estimated Rodeo Attendance: +/- 8,000 daily x four days = +/- 32,000
3) Event attendance is expected to be locals and out-of-town visitors with target-market advertising campaigns that include areas of Southern Utah and Southern California.
4) The 2010 rodeo brought in 300 plus cowboys over four days. We anticipate each cowboy will bring approximately 2 staff/support members with them.

Private Investment:

See Attached – Sponsorships Sold

Public Investment:

N/A

Total Direct Economic Impact:

Based on last-year's attendance, this event could be one of the largest events to take place in Downtown Las Vegas this year. The two previous rodeos have generated gaming and non-gaming revenue, which includes food, entertainment and ancillary retail sales.

Total Indirect Economic Impact:

This week-long event will provide an abundance of pedestrian traffic that will provide additional revenue to Downtown retail, hotel, and casino businesses. This event also promotes the "western" heritage of Las Vegas. The Helldorado Treasure Hunt will give local Las Vegan's an opportunity to learn about the history of Las Vegas and test their knowledge by participating in this event. Seven local sponsors will provide a clue each day at one location. Participants will have to figure out daily clues to come up with the correct answer at the end of the hunt. $10,000 in gold coins will be awarded to the first person that has the correct answers. Also, a coloring book with the Helldorado characters will be sponsored by Port of Subs and will be distributed through every outlet in Las Vegas and Pahrump. NEW this year, a ticket promotion to benefit local civic, youth and various organizations throughout Las Vegas has been created. Groups have the opportunity to sell blocks of tickets and for every ticket they sell, they get a $5/ticket return.

Economic Impact Study Performed: Yes ☐ No **XX**

Return on Investment Analysis Performed: Yes ☐ No **XX**

Sponsorships Sold	2011					
Special Presenting			**Las Vegas Centennial Committee**		**$ 300,000.00**	**Sold**
Presenting			Walmart		$ 10,000.00	
Gold Buckle	Return gate		**Las Vegas Events**		**$ 50,000.00**	**Sold**
Scoreboard	Scoreboard				$ 5,000.00	
Jackpot	Locals Rodeo		Trade Unions/Painters		$ 5,000.00	
Jackpot	Official Airlines		Southwest Airlines		$ 10,000.00	
Host Hotel	Roping Chutes		El Cortez Hotel		**$ 10,000.00**	**Sold**
Official Bank			Nevads State Bank		$ 10,000.00	
Official Truck			Ford/Toyota		$ 10,000.00	
Official Beer			Miller	5 trade +	$ 2,500.00	**Sold**
Official Whiskey			Pendelton	5 trade +	$ 2,500.00	**Sold**
Announcer sponsor			**Boyd Gaming**	**trade**	**$ 7,000.00**	**Sold**
VIP Tent Food			**Hennessey's**	**trade**	**$ 5,000.00**	**Sold**
Cowboy Tent			**Jasons deli**	**trade**	**$ 5,000.00**	**Sold**
Tent Sponsor			**Nevada Tent**	**trade**	**$ 5,000.00**	**Sold**
Event	Saddle Bronc		**Sahara Coins**		**$ 5,000.00**	**Sold**
Event	Bareback		LECET 872		$ 5,000.00	
Event	Calf Roping		**Las Vegas Paving**	**trade**	**$ 5,000.00**	**Sold**
Event	Steer Wrestling		Turner Construction		$ 5,000.00	
Event	Head/Healing		Wes Adams		$ 5,000.00	
Event	Bull Riding		**Ahern Rental**	**trade**	**$ 5,000.00**	**Sold**
Event	Barrel Racing		HCI		$ 5,000.00	
Event	Bull Fighters		Gilley's		$ 5,000.00	
Event	Mutton Busting		**Centennial Concrete**	**trade**	**$ 5,000.00**	**Sold**
Reply Sponsor					$ 5,000.00	
Program			**PDQ Printing**		**$ 5,000.00**	**Sold**
Chute Sign	Bucking		**Deco Lights**		**$ 5,000.00**	**Sold**
Chute Sign	Bucking		**Steve Ross/Councilman**		**$ 5,000.00**	**Sold**
Chute Sign	Bucking		**Commissioner Tom Collins**		**$ 5,000.00**	**Sold**
Chute Sign	Bucking				$ 5,000.00	
Chute Sign	Bucking		Cox		$ 5,000.00	
Chute Sign	Bucking		**Sahara Coins**		**$ 5,000.00**	**Sold**
Back of Tickets			**Las Vegas Motor Speedway**		**$ 5,000.00**	**Sold**
Day Sponsor	Thursday		NV Energy		$ 2,500.00	
Day Sponsor	Friday		Fitz		$ 2,500.00	
Day Sponsor	Saturday		Golden Nugget		$ 2,500.00	
Day Sponsor	Sunday		Four Queens		$ 2,500.00	
Specialty Acts	Stagecoach		Star Nursery		$ 2,500.00	
Specialty Acts	Wild Child		**Super Pawn**		**$ 2,500.00**	**Sold**
Specialty Acts	Clown		Gold Spike		$ 2,500.00	
Specialty Acts	Boot				$ 2,500.00	
Medics			**Medicwest**	**trade**	**$ 2,500.00**	**Sold**
Feed Sponsor			IFA	trade	$ 1,250.00	
Queen			Kelleher		$ 2,500.00	
					$ 553,250.00	
Arena Sign	National program	1.25k trade	Justin Boots	trade	$ -	
Arena Sign					$ 2,500.00	
Arena Sign					$ 2,500.00	
Arena Sign					$ 2,500.00	
Arena Sign					$ 2,500.00	
Arena Sign					$ 2,500.00	
Arena Sign			Arizona Charlies		$ 2,500.00	
Arena Sign			Century Link		$ 2,500.00	
Arena Sign					$ 2,500.00	
Arena Sign			Help Las Vegas Cops		$ 2,500.00	
Arena Sign			Anderson Dairy		$ 2,500.00	
Arena Sign			RTC		$ 2,500.00	
Arena Sign					$ 2,500.00	
Arena Sign			R & R Partners		$ 2,500.00	
Arena Sign		1.25k trade	Reddi Ice	trade	$ -	
Arena Sign			Sheplers		$ 2,500.00	
Arena Sign		1.25k trade	RC Farms	trade	$ -	
Midway sign			Boot Barn		$ 1,250.00	
					$ 36,250.00	

Program ad sales						$ -
	IBEW	$ 500.00				
	Dielco Crane	$ 1,000.00		cash	$542,750.00	
				trade outs	$ 47,000.00	
				total	**$589,750.00**	
					$442,500 Sold to date	
Bleachers	Seating	30k	Seating Solutions			$ -
Coloring Book			Port of Subs			$ 5,000.00
Trail Ride			Wholesale Builders			$ 2,500.00
Art Show			Cal Potter			$ 2,500.00
Golf			Dynalectric			$ 2,500.00
Golf			Codale			$ 2,500.00
Golf			LVCVA			$ 10,000.00
Golf			Grove Madsen			$ 2,500.00
Golf			Deco Lights			$ 2,500.00
Golf			Donnie Mitchell			$ 1,500.00
Golf						$ 2,500.00
Golf						$ 2,500.00
Poker			LVCVA			$ 10,000.00
Treasure Hunt			LVCVA			$ 10,000.00
Treasure Hunt			Sahara Coins			$ 2,500.00
Treasure Hunt			Super Pawn			$ 2,500.00
Treasure Hunt						$ 2,500.00
Treasure Hunt						$ 2,500.00
Treasure Hunt						$ 2,500.00
Treasure Hunt						$ 2,500.00
Hall of Fame			Brent Bryson			$ 2,500.00
Whiskerino			Casssaro			$ 1,500.00
						$ 78,000.00
			-30500			
						47500

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an agreement to allocate $65,000 Community Development Block Grant (CDBG) funds as part of the Single Family Rehabilitation Program and a contract with Distinct Energy Performance, LLC, for housing rehabilitation work at 3026 Turquoise Road, Clyde Hambrick, owner - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $65,000
Funding Source: CDBG
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
Mr. Hambrick and his son earn $12,576 annually, which is less than the maximum allowable annual income of $42,050 for a two member household established by the U.S. Department of Housing and Urban Development (HUD), the funding source for this project. Mr. Hambrick's home is in need of a new mechanical system, new electric service and new wiring throughout the structure, lead based paint remediation, new Water-Sense faucets and toilets, electric smoke detectors, electric ground fault circuit interrupters, electric arc fault circuit interrupters, interior and exterior paint, interior and exterior wall repair, attic insulation, dual pane low-e windows and kitchen cabinetry.

RECOMMENDATION:
Staff recommends that Council approve the Housing Rehabilitation Contract for this Single Family Residence and the Community Development Block Grant Deferred Loan Agreement and authorize the Mayor to execute the required agreements upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Community Development Block Grant Deferred Loan Agreement
2. Housing Rehabilitation Contract for Single Family Residence

COMMUNITY DEVELOPMENT BLOCK GRANT
DEFERRED LOAN AGREEMENT

THIS AGREEMENT is made this day of February, 2011, by and between the City of Las Vegas, a municipal corporation within of the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101 (the "City"), and **Clyde Hambrick** (the "Owner").

WITNESSETH:

WHEREAS, the City is the recipient of federal funds from the United States Department of Housing and Urban Development ("HUD") under its Community Development Block Grant (CDBG) Program, which funds can be used for the purposes set forth in this Agreement; and

WHEREAS, the City, through its Neighborhood Development Division of the Neighborhood Services Department, instituted a certain Residential Rehabilitation Program (the "Rehab Program" or "Program"), which is funded by the Community Development Block Grant (CDBG) funds received from HUD; and

WHEREAS, the Rehab Program enables an owner of real property located in the City, who has an annual income at or below 80% of area median (See Exhibit "A" of this Agreement) to obtain a deferred loan from the City to assist the owner in making various repairs to his or her personal residence; and

WHEREAS, the Owner is the resident of certain improved real property located in the City of Las Vegas, Nevada, commonly known as **3026 Turquoise Road, Las Vegas NV 89106** which is legally described in Exhibit "B" attached hereto and incorporated herein as a part of this Agreement (the "Property"); and

WHEREAS, the Owner has an annual income at or below 80% of area median income and desires to have certain Rehabilitation Work (described in Section 2 below) performed on the Owner's home; and

WHEREAS, the City has approved the Owner for a deferred rehabilitation loan in the amount set forth below for the purpose of rehabilitating the Property according to the Scope of Services set forth below.

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

1. **Loan Commitment.** The City agrees to provide a deferred loan to the Owner in the amount of **Sixty Thousand Four Hundred Fifty-nine And 00/100 Dollars ($60,459.00)** (the "CDBG Loan") which amount is based on the estimated cost of the labor and materials required for the Rehabilitation Work to be completed on the Owner's home, plus administrative fees incurred by the City. If, upon completion of the Rehabilitation Work, the amount actually expended in completing the Rehabilitation Work exceeds the amount of the CDBG Loan set forth in Section 1, the Owner shall be responsible for the additional amount, unless the City agrees to increase the

amount of the CDBG Loan. If the City approves the increase, the original amount of the CDBG Loan together with any increase will become the new amount of the CDBG Loan secured by the Deed of Trust executed pursuant to Section 6 of this Agreement. If requested by the City, the Owner agrees to execute an amendment to this Agreement and, if necessary, an amendment to the Deed of Trust to reflect any increase in the amount of the CDBG Loan. The Director of the Department of Neighborhood Services is authorized to approve an increase provided the increase does not exceed twenty-five percent (25%) of the original amount of the CDBG Loan.

At such time as the Owner has performed or complied with the requirements of this Agreement for the Period of Compliance, the CDBG Loan will convert to a grant, releasing the Owner from any further liability for repayment thereof, and the City will remove its Deed of Trust encumbering the Property as provided in Section 6 of this Agreement.

2. Rehabilitation Work. The CDBG Loan is to be used to pay for the Rehabilitation Work set forth in the Scope of Work, Exhibit "C" attached hereto and incorporated herein as a part of this Agreement. The City will be responsible for obtaining bids, awarding the contract, overseeing the construction and making payments for the completed work by the contractor. The City agrees to use its best efforts to resolve any concerns the Owner may have regarding the Rehabilitation Work.

If, at anytime during performance of the Rehabilitation Work by the City's contractor, the Owner permits a third party or parties onto the Property to perform any portion of the Rehabilitation Work without prior written approval by the City, the City may declare the Owner to be in immediate breach of this Agreement without allowing for the 15 day remedial period as required pursuant to Section 5. The City shall be entitled to immediately cease any further performance of the Rehabilitation Work by the City's contractor, and to immediately terminate this Agreement without any further obligation on the part of the City. In the event of such termination, the Owner agrees to repay that portion of the CDBG Loan disbursed as of the date of termination and used for the Rehabilitation Work, and the failure of the Owner to make such repayment shall entitle the City to declare the balance of the Promissory Note, and any accrued interest, to be immediately due and payable by the Owner and, if necessary, to proceed to foreclosure on the Deed of Trust given as security for the Promissory Note pursuant to Section 6 of this Agreement.

3. Owner Responsibilities. In consideration for the approval of the CDBG Loan, the Owner agrees to be responsible for the following:

a. To provide the Neighborhood Development Division with verification of Owner's annual household income prior to execution of this Agreement.

b. To provide the Neighborhood Development Division with verification of Owner's ownership and occupancy of the Property.

c. To comply with the following restrictions for the Period of Compliance:

(i) The Property must be used as the Owner's principal home;

(ii) No temporary subleases of the Property are permitted;

(iii) The Owner's interest and ownership must not be sold, conveyed, transferred or any other change in the ownership of the Property; and

(iv) The Owner will make every effort not to lose possession of the Property pursuant to foreclosure or any other proceeding. However, in the event of foreclosure against the Property on any prior lien or encumbrance, the CDBG Loan will automatically convert to a grant and all restrictions contained in this Article 6 and the Deed of Trust will terminate.

4. Term of Agreement. This Agreement shall commence with the execution of this Agreement by the City (which date shall be inserted in the first paragraph above) and continue in force and effect until expiration of the Period of Compliance unless terminated earlier pursuant to Section 5 below. For purposes of this Agreement, the "Period of Compliance" commences on the date that the last disbursement of the CDBG Loan is paid to the contractor for the Rehabilitation Work and continues for a period of five (5) years thereafter.

5. Breach of Agreement. If the Owner fails to perform or comply with any of the provisions of this Agreement, including the restrictions set forth in Section 3(c) above during the Period of Compliance, the City may declare the Owner to be in immediate default of this Agreement, and the CDBG Loan in the full amount provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay the indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the rehabilitated Property.

If the Owner fails to perform or comply with any of the other provisions of this Agreement, and such failure is not remedied after the City has provided the Owner with fifteen (15) days written notice pursuant to Section 11a, the City may declare the Owner in default of this Agreement, and the full amount of the CDBG Loan provided for the rehabilitation of the Property shall be immediately due and payable to the City. In the event the Owner fails to repay such indebtedness, the City shall have the right to commence foreclosure proceedings in the manner provided by law under the provisions of the Deed of Trust encumbering the Property.

6. Deed of Trust. The Owner agrees to execute the Deed of Trust, substantially in the form of Exhibit "D" attached hereto and incorporated herein as a part of this Agreement, in favor of the City, as Beneficiary, as security for the repayment of the CDBG Loan in the original amount set forth in Section 1, plus any future advances of CDBG funds to the Owner, if the Owner fails to comply with the terms of this Agreement. If the Owner performs or complies with the terms of this Agreement, including the restrictions set forth in Section 3(c) for the Period of Compliance, the City agrees to remove the Deed of Trust which encumbers the Property by executing and recording a Deed of Reconveyance, or causing the same to occur, which conveys the City's interest in the Property to the Owner.

7. Subordination. The City will not subordinate its Deed of Trust as required from the Owner pursuant to Section 6 of this Agreement to any future liens or encumbrances against the Property except (i) to refinance an existing mortgage to a lower interest rate which reduces the monthly payment a minimum of fifty dollars ($50.00) per month, or (ii) to refinance the Property to allow a family member, who is income eligible and would qualify for a CDBG loan, to acquire the Property due to the death of the Owner.

Home equity loans will only be allowed only if the lender is willing to take a subordinate lien position to the CDBG Loan from the City. Bill consolidation loans, higher interest mortgages, reverse mortgages or loans that result in the Owner receiving cash as a result of any increased in market value of the Property will not be approved for subordination by the City. The City will approve only one request for subordination during the Period of Compliance.

8. Insurance. The Owner agrees to obtain and maintain policies of fire, hazard and flood insurance (where required) for the Owner's home, specifically the building and its contents in the minimum amount of the HOME Program Loan provided to the Owner. With respect to such insurance, the Owner further agrees to:

a. Name the City as an additional insured party on the policies, as the City's interest may appear;

b. Adjust as needed the amount of insurance coverage expressly required to be maintained by this Paragraph 5 so as to reflect the reconstruction or replacement costs of the Owner's home;

c. Furnish to the City annually certificates of insurance demonstrating that the foregoing insurance requirement in the sum stated is in effect;

d. Notify the City ten (10) days prior to any material change in insurance coverage or of a cancellation or an impending lapse of such coverage; and

e. Maintain such insurance identifying the City as an additional insured party on the Owner's home until the termination of this Agreement.

9. Program Income. Program income, as defined in 24 CFR 570.500 of the CDBG regulations applies to this funding and includes, (i) proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; (ii) proceeds from the disposition of equipment purchased with CDBG funds; (iii) gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of the income; and (iv) interest earned on program income pending its disposition. All program income as defined in this Section must be returned to the City for use to assist low and moderate income households.

10. Compliance with Laws. The parties agree in the performance of this Agreement to comply with all federal, state and local laws, rules and regulations which pertain to the subject matter of this Agreement, including, without limitation, the following:

a. Title VI of the Civil Rights Act of 1964, P.L. 88-352; the Fair Housing Act; and Executive Order 11063, as amended by Executive Order 12259; and HUD regulations at 24 CFR Part 1, providing for non-discrimination on the grounds of race, color, creed, sex, familial status, disability, or national origin under any activity receiving Federal funds.

b. National Environmental Policy Act of 1969, as detailed in implementing regulations 24 CFR Part 58.

c. Flood Disaster Protection Act of 1973, and the regulations in 44 CFR Parts 59 through 79.

d. 24 CFR Part 35 prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided pursuant to Part 570.608; notification of hazards of lead-based paint poisoning; and elimination of lead-based paint hazards.

e. Executive Order 13166, enacted on August 11, 2000, it is mandated that the federal government reduce barriers to limited English proficiency ("LEP") persons with regard to federal benefits. The City, as a recipient of HUD assistance funds, directly or indirectly, is subject to said Executive Order and Title VI, Civil Rights protections, as a condition of receiving these federal funds. The failure to ensure limited English proficiency (LEP) persons access to HUD benefits may violate Title VI based upon national origin.

11. Miscellaneous Provisions

a. **Notices.** Any notice or other communication required or permitted to be given under this Agreement (herein the "Notices") shall be in writing and shall be (i) personally delivered, or (ii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. The Notices shall be deemed received upon actual receipt. The Notices shall be directed to the parties at their respective addresses shown below, or such other address 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 Attention: Director Neighborhood Services Department 400 Stewart Avenue, 2nd Floor Las Vegas, NV 89101
OWNER:	**Clyde Hambrick** **3026 Turquoise Road** **Las Vegas, NV 89106**

b. **Amendments.** This Agreement may not be amended or modified except by a written instrument executed by the parties hereto.

c. **Time of the Essence.** Time is of the essence of this Agreement and each and every term, condition and provision hereof.

d. **No Waiver.** No waiver of any of the provisions of the Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

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

f. **Headings and Interpretation.** Headings used in this agreement are for convenience or reference only and are not intended to govern, limit or aid in the construction of any term or provision hereof. Any reference to a Section in this Agreement shall include all sections and subsections related thereto.

g. **Choice of Law.** This Agreement and each and every related document are to be governed by, and construed in accordance with, the laws of the Sate of Nevada.

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

i. **Attorney's Fees.** In the event that any party hereto institutes an action or proceeding relating to or arising out of this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, in the prevailing party shall be entitled to its reasonable attorneys' fees and to all court costs incurred, in addition to any other damages or relief awarded.

j. **Assignment.** This agreement may not be assigned without the written consent of the City.

k. **Right to Review and Audit.** The Owner agrees to maintain financial records pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of three years, except those records subject to audit findings shall be retained for three years after such findings have been resolved. In the event the Owner goes out of existence, the Owner shall turn over to the City all of its records relating to this Agreement to be retained by the City for the required period of time.

The Owner agrees to permit the City or the City's designated representatives to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the City desires concerning Owner's operation hereunder. The Owner further understands and agrees that said inspection and audit would be exercised upon written notice. If the Owner or its records or books are not located within Clark County Nevada, in the event of an inspection and audit, Owner agrees to deliver the records or books or have the records or books delivered to the City or the City's designated representatives at an address within the city of Las Vegas as designated by the City. If the City or the City's designated

representatives find that the records delivered by the Owner are incomplete, the Owner agrees to pay the City or the City representatives' costs to travel (including travel, lodging, meals, and other related expenses) to the Owner's offices to inspect, audit, and retrieve the complete records. The Owner further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

l. **Disclosure of Principals.** Pursuant to resolution R-105-99 adopted by the City Council effective October 1, 1999, **Clyde Hambrick** warrants that the Owner has disclosed, on the Certificate Disclosure of Ownership/Principals, Attachment I attached hereto and incorporated herein as a part of this Agreement, all of the persons, including partners of the Owner or anyone else who hold or acquire more than a 1% interest in the Property. Throughout the term of this Agreement, the Owner shall notify the City in writing of any material change in the disclosure set forth in the Certificate of Disclosure within 15 days of any such change.

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

Clyde Hambrick

Clyde Hambrick, Owner

CITY OF LAS VEGAS

By_____

Oscar B. Goodman, Mayor

ATTEST:

_____

Beverly K. Bridges, MMC, City Clerk

Approved as to form:

Robert S. Sylvester 1-10-11

Date

EXHIBIT "A"

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
REHAB GRANT INCOME GUIDELINES (Effective May, 2010)

FAMILY SIZE	INCOME NOT TO EXCEED
1	$36,800
2	42,050
3	47,300
4	52,550
5	56,800
6	61,000
7	65,200
8	69,400

U. S. Department of Housing & Urban Development (HUD) Income Limits (March 2008)

EXHIBIT "B"

LEGAL DESCRIPTION

City of Las Vegas
Clark County
State of Nevada

Twin Lakes Village Unit 5, Plat Book 4 Page 61, Lot 15 Block 21

EXHIBIT "C"

SCOPE OF WORK

(Attach Approved and Signed Bid Document)

City of Las Vegas

Neighborhood Services Department

BID REQUEST FORM

DATE BIDS DUE 12/23/10 DATE BIDS RELEASED 12/2/10

Project Clyde Hambrick
3026 Turquoise Road
Las Vegas, NV 89106
Phone: 702-636-6221

The following is hereby submitted as per your request. This bid covers all work and/or specified in the bid documents received for this job.

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Document, including furnishing of any construct, and complete said Work in accordance with the Contract Documents, for the sum of money:

All labor, materials, services, and equipment necessary for the completion of the Work shown on the Drawings and in the Specifications:

Total Bid Fifty Eight thousand one Hundred nine Dollars: ($58,109.00)

If awarded the Contract, the Bidder agrees to have on file with the Agency all required documents for verification of licensing, insurance and Occupatiional Safety and Hazards Act (OSHA) complinace. Completion of the project will require 30 calendar days. This proposal is valid for a period of 90 days.

For questions, please contact:
Neighborhood Services Department
400 Stewart Avenue
Las Vegas, NV 89101
229-2330

Contractor Information:
Name: Kcp Properties
Address: 2905 Lake East Dr. STE 110
City, St, Zip: Las Vegas NV. 89117
Phone: (702) 396 6080
State Contractors License Number: 0074777 Exp Date: 4/30/2012

All units of measurement are estimates. Contractors shall be responsible for on-site measurements for complete accuracy. Contractor is responsible for site security during contract period. All work shall meet current codes. All bid submittals must be hand delivered or mailed. No faxed bids will be allowed. Contractor shall attend the bid walkthrough. Failure to attend the bid walkthrough will cause the contractor to becocme ineligible to submit a bid. As a representative of the above company, I hereby acknowledge receipt of the bid documents for the rehabilitation activities to be performed at the above address.

Contractor Signature _____ Date 12/22/10

General Specifications

Hall

84. Furnace Enclosure Door
Construct and properly attach a new door on the furnace enclosure area. Included is all hardware and paint. Ensure of proper ventilation

Quantity: 1.00 EA $ 435.00

85. Water Heater Enclosure Door
Construct and properly attach a new door on the water heater enclosure area. Included is all hardware and paint. Ensure of proper ventilation

Quantity: 1.00 EA $ 481.00

Subtotal $ 916.00

01 Roofing

House Exterior

68 01.03 Removal of Existing Roofing

Remove existing roofing materials and sheathing as necessary for access to the attic area for the electrical, mechanical and insulation activities involved on this project. Affected areas to be repaired with like sheathing and roofing materials to match existing.

Quantity: 1.00 LS $ 2500.00

Roofing Subtotal $ 2500.00

02 Insulation

Attic

54. 02.01 Cellulose Insulation - Attic

Remove existing and blow in new cellulose attic insulation create a minimum of R-30. Keep all vents clear; construct baffle if necessary. Insulation shall be installed in accordance with manufacturer's specifications to ensure proper R-factor value. PROVIDE R-VALUE CERTIFICATION TO OWNER AND CLV REPRESENTATIVE.

Quantity: 1,700.00 SF $ 2,756.00

House Interior

78. 02.07 Building Envelope Air Sealing

Seal all accessible cracks, gaps and holes in the building envelope (the barrier between the indoor conditioned space and the outside) with low-volatile organic compound (VOC) caulk (if < 1/4") or expanding foam (if > 1/4"). Seal all top plate and bottom plate penetrations. Seal all penetrations created by plumbing, gas lines, electrical boxes and outlets. Seal large accessible gaps around windows between house framing and window frames. Use special care on large sliding glass doors and vinyl framed windows: DO NOT USE EXPANSIVE FOAM ON THESE. Take care to seal all joints without excess sealant. Seal any gaps in the building envelope adjacent to flues with carefully cut-to-fit sheet metal that is securely fastened to framing, sealing all seams and gaps with fire-rated caulk. Seal recessed light fixtures in ceilings that are part of the building envelope and are not rated for insulation contact with an airtight box made of drywall sealed to the ceiling. Seal IC-rated recessed fixtures with caulk. Seal any entries to attic space using weather stripping on attic doors or hatches. Air sealing must be done prior to the insulation installation.

Quantity: 1.00 LS $ 1,020.00

Insulation Subtotal $ 3,776.00

03 Exterior Wall Covering

House Exterior

70 03.03 Repair Siding

Apply wood and stucco patch to the open area on the West side of the house

Quantity: 16.00 SF $ 1,006.00

69 03.05 T-111 Siding

Provide and install new 1/2" 4' X 8' sheets of T-111siding, or equal. Paint or stain to match existing for a finished product. Both sides of the window of the garage conversion room on the Southeast side of the house. Re-install battens to maintain the same look as existing.

Quantity: 2.00 EA $ 990.00

Exterior Wall Covering Subtotal $ 1,996.00

04 Paint

House Exterior

46. 04.01 Exterior Paint

Thoroughly prepare exterior of house completely by high pressure washing. Stucco surface shall be scraped of all loose and flaking paint. Patch all holes prior to painting. All wood surfaces shall be scraped and cleaned to remove any loose and flaking paint. Paint all surfaces with a 10-year quality latex exterior low volatile organic compound (VOC) paint (<50 grams/liter of VOC). Provide two (2) coats of paint, one (1) primer coat and one (1) finish coat, or two (2) finish coats. Owner shall have choice of two (2) colors, one (1) for the house and one (1) for the trim.

Quantity: 1,700.00 SF $ 2275.00

50. 04.06 Paint Fascia/Trim

Caulk and fill holes flush to surface with acrylic caulk. Prime with one coat and finish with one coat or paint with two coats with a 10-year quality latex exterior low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) Owner to have choice of color.

Quantity: 200.00 LF $ 611.00

Hall Bathroom

75. 04.02 Interior Paint

Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 20.00 SF $ 243.00

Master Bathroom

47. 04.02 Interior Paint

Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC.). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 20.00 SF $ Deleted

74. 04.02 Interior Paint

Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations.

Quantity: 40.00 SF $ 243.00

Paint Subtotal $ 3372.00

07 Mechanical

Hall

77. 07.04 HVAC Split System (Hall Closet or Garage Air Handler)

Provide and install a new gas/electric ENERGY STAR rated 14 SEER HVAC split system with the air handler located in the hall closet or garage. Contractor shall provide all plumbing and electrical connections as necessary to meet current code(s). New system shall be sized per the attached Manual J calculations that factor in any new energy upgrades. R/R attic ducting (not between floors and chases) to R8 silver jacket. Install new ducting with a minimum of sharp turns, bends and kinks (reference manufacturer's instructions for installation) or use metal elbows as needed. All ducting connections shall be sealed with mastic, no tape. Change all supply registers to diffusers and/or operable curved blade grilles with correct throws for the rooms to be continued. The air return shall have a minimum plenum of 12" (no collaring direct to the furnace.) New system shall utilized R410-A refrigerant and a Thermal Expansion Valve sized for condensor. Existing line set can be used but must be flushed appropriately with a multi-flush kit before being re-installed. If existing line set is ≥ 7/8" then the line can be flushed. If the existing line is < 7/8" then it must be replaced. Include a backup drip pan for evaporator leaks and freeze ups. Change furnace and venting to closed combustion 92% or better AFUE. Air balance the system to within 15% of Manual J. Equipment is to be indicated by model, type, size, BTU, location and material specification. All existing and new equipment is to be indicated. All work to be in compliance with 2005 National Electric Code and 2006 Uniform Mechanical Code. Provide 10-year EXTENDED WARRANTY (PARTS & LABOR) TO HOMEOWNER. **See engineering sheet notes for doors and ventilation.**

Quantity: 3.50 TON $ 12,537.00

House Interior

22. 07.01 Removal - Heating/Cooling Unit

Remove and properly dispose of existing mechanical system. Abandon energy and water supply lines as needed. **Includes the hall furnace, evaporative cooler and window air conditioning units.**

Quantity: 4.00 LS $ 350.00

Mechanical Subtotal $ 12,887.00

08 Plumbing

Kitchen

35 08.09 Washer Connection
Furnish and install new hot and cold valves and drain in an "FHA" box for the washing machine per U.P.C.

Quantity: 1.00 EA $ 240.00

53 08.10 Kitchen Sink - R/R
Remove and replace kitchen sink with a new stainless steel 20 gauge, deep bowl complete with baskets Fasten securely and caulk rim. Reconnect plumbing.

Quantity: 1.00 EA $ 386.00

26. 08.11 Kitchen Faucet - R/R
Provide new U.S. EPA Certified WaterSense single handle washerless kitchen faucet with a maximum flow rate of 2.2 gallons per minute. WaterSense label shall remain on the faucet until the inspection has been completed and the box in which the faucet was packaged remain on site until the inspection has been completed..

Quantity: 1.00 EA $ 205.00

32. 08.12 Kitchen Sink Fittings - R/R
Provide new angle stops, flex supply lines and fittings at the kitchen sink. One piece rigid wall escutcheons shall be included.

Quantity: 2.00 EA $ 90.00

Hall

83. 08.04 Replace Water Heater (gas)
Replace water heater with new U.L. approved 10 yr. replacement warranty ENERGY STAR rated, high efficiency (0.67+ AFUE), glass lined, fiberglass, minimum R-7 insulated water heater (match size for size.) Reconnect to water lines with new flex connectors and valves utilizing a loop, U-shape or in line heat trap in the outlet pipe. Fittings are to be bronze. Install T/P relief valves with 3/4" copper discharge line to exterior of building and pointing down. Water heater must have new vent pipe from collar to a minimum of 12" above the roof. Penetration through the garage ceiling shall have a 1" clearance all around the vent pipe. All plumbing shall meet 2006 Uniform Plumbing Code. Installation shall include new flashing, vent cap, sediment trap, drip pan, R-5 pipe wrap on the water lines, new bronze ball valve and proper seismic bracing. Provide Ten (10) YEAR WARRANTY TO HOMEOWNER or CITY OF LAS VEGAS REPRESENTATIVE. Permit Required.

Quantity: 1.00 EA $ 1,686.00

Hall Bathroom

55. 08.15 Bathtub - R/R
Remove and replace bathtub with standard 5' white porcelain enamel on steel bathtub.

Quantity: 1.00 EA $ Addendum

30. 08.17 Waste/Overflow - R/R
Provide new chrome plated waste and overflow in bathtub. Include tailpiece and new trap.

Quantity: 1.00 EA $ 110.00

08 General Specifications continued...

29 08.18 Bath/Shower Faucet- R/R

Provide new WaterSense tub and shower faucet and valves. Include new riser to new shower head. The control valve shall be installed immediately ahead of the water supplied appliance and immediately ahead of each slip joint of non-metallic fixture supply or appliance supply. (UPC 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which the faucet was packaged shall remain on site until the inspection has been completed.

Quantity: 1.00 EA $ 340.00

61 08.19 Toilet R/R

Remove and replace old toilet with new white U.S. EPA Certified WaterSense unit with 1 or 2 piece 1,000 MaP Flush Performance, 3" flush valve flapper size, ADA with regular or elongated bowl, gravity single-flush max 1.28 Gal. Include new toilet seat and cover. Connect to existing sewer pipe with new bolts and wax ring. Provide new supply flex line, chrome angle stop and one piece rigid escutcheon Elongated bowl is standard however a round bowl may be utilized for space restrictions.

Quantity: 1.00 EA $ 375.00

27 08.23 Lav Faucet R/R

Provide new U.S. EPA Certified WaterSense single handle washerless lav faucet with a maximum flow of 1.5 gallons per minute, including pop-up and drain piece. WaterSense label shall remain on the faucet and the box in which the faucet was packaged remain on site until the inspection has been completed.

Quantity: 1.00 EA $ 245.00

33. 08.24 Lav Supply Lines R/R

Provide new angle stops, flex supply lines and fittings at bath sink. One piece rigid wall escutcheons shall be included.

Quantity: 2.00 EA $ 20.00

56. 08.33 Tub Surround

Furnish and install acrylic or fiberglass tub surround at bathtub to 5' above rim of tub. Surround may be one piece or three piece type. Adhere to properly prepared surface with approved adhesive.

Quantity: 1.00 EA $ 436.00

59. 08.42 Shower Head

Provide and install a new U.S. EPA approved WaterSense style shower head. WaterSense decal shall remain on the fixture and the box in which the fixture was packaged shall remain on site until the final inspection has been completed.

Quantity: 1.00 EA $ 45.00

Master Bathroom

31. 08.18 Bath/Shower Faucet- R/R

Provide new WaterSense tub and shower faucet and valves. Include new riser to new shower head. The control valve shall be installed immediately ahead of the water supplied appliance and immediately ahead of each slip joint of non-metallic fixture supply or appliance supply. (UPC 605.5) The valve body shall contain integral stops. WaterSense label shall remain on the faucet and the box in which the faucet was packaged shall remain on site until the inspection has been completed.

Quantity: 1.00 EA $ 340.00

08 Plumbing continued...

62. 08.19 Toilet R/R

Remove and replace old toilet with new white U.S. EPA Certified WaterSense unit with 1 or 2 piece 1,000 MaP Flush Performance, 3" flush valve flapper size, ADA with regular or elongated bowl, gravity single-flush max 1.28 Gal. Include new toilet seat and cover. Connect to existing sewer pipe with new bolts and wax ring. Provide new supply flex line, chrome angle stop and one piece rigid escutcheon. Elongated bowl is standard however a round bowl may be utilized for space restrictions.

Quantity: 1.00 EA $ 375.00

28. 08.23 Lav Faucet R/R

Provide new U.S. EPA Certified WaterSense single handle washerless lav faucet with a maximum flow of 1.5 gallons per minute, including pop-up and drain piece. WaterSense label shall remain on the faucet and the box in which the faucet was packaged remain on site until the inspection has been completed

Quantity: 1.00 EA $ 266.00

34. 08.24 Lav Supply Lines R/R

Provide new angle stops, flex supply lines and fittings at bath sink. One piece rigid wall escutcheons shall be included.

Quantity: 2.00 EA $ 20.00

58 08.33 Tub Surround

Furnish and install acrylic or fiberglass tub surround. Surround may be one piece or three piece type. Adhere to properly prepared surface with approved adhesive. **Shower.**

Quantity: 1.00 EA $ 475.00

57. 08.36 Pre-formed Shower Pan

Provide and install a new pre-formed fiberglass shower pan in the specified location.

Quantity: 1.00 EA $ 355.00

60 08.42 Shower Head

Provide and install a new U.S. EPA approved WaterSense style shower head. The WaterSense decal shall remain on the fixture and the box in which the fixture was packaged shall remain on site until the final inspection has been completed.

Quantity: 1.00 EA $ 50.00

Plumbing Subtotal $ 6046.00

09 Electrical

House Exterior

66. 09.01 R/R Service & Panel

Remove existing electrical service entrance and panel completely. Replace with new main circuit breaker type service in a rain-tight panel box. Surface mount in existing location, reconnect and label all circuits. Ensure that electric service is properly grounded. Install new driven ground rod if needed. Install new ground to cold side of water pipe, if required. All workmanship to meet 2005 N.E.C. standards. Contractor shall be responsible for any siding/stucco and painting repairs to the exterior of the structure as a result of the panel box change-out. Contractor shall responsible for performing the load calculations to determine the proper amperage of the new service. Load calculations shall be presented to the City of Las Vegas Building & Safety Department upon request for permit issuance. Contractor shall be responsible for ensuring the complete household electrical system operates properly. R/R for all required repairs.

Quantity: 1.00 EA $ 2163.00

17. 09.02 GFCI Receptacles

Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C.

Quantity: 1.00 EA $ 173.00

Kitchen

14. 09.02 GFCI Receptacles

Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.

Quantity: 2.00 EA $ 192.00

80. 09.09 Interior Light R/R

Furnish and install new ENERGY STAR rated light fixture complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms. Owner claims the light has never operated properly since the new roofing system was installed.

Quantity: 1.00 EA $ 113.00

Hall

19. 09.05 Install Cover Plates

Provide new receptacle and switch cover plates as required throughout.

Quantity: 1.00 EA $ 105.00

13. 09.11 Smoke Detectors (hard wire)

Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.

Quantity: 1.00 EA $ 153.00

Bedroom 1

20. 09.05 Install Cover Plates

Provide new receptacle and switch cover plates as required throughout.

Quantity: 1.00 EA $ 58.00

09 Electrical continued...

9. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10 Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms
Quantity: 1.00 EA $ 163.00

5 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per NEC 2005.
Quantity: 1.00 EA $ 150.00

Bedroom 2

10. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10 Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
Quantity: 1.00 EA $ 163.00

6 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per NEC 2005.
Quantity: 1.00 EA $ 160.00

Bedroom 3

11. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
Quantity: 1.00 EA $ 163.00

7. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per NEC 2005.
Quantity: 1.00 EA $ 160.00

Bedroom 4

12. 09.11 Smoke Detectors (hard wire)
Furnish and install hard wired smoke detector(s) per 2006 IRC R313 and 2006 IBC 907.2.10. Mount detector(s) on ceiling or wall at point centrally located in hallway and all bedrooms.
Quantity: 1.00 EA $ 163.00

8. 09.25 Arc Fault Interrupter Circuit
Install Arc Fault Interrupter receptacles/circuits in all sleeping rooms, including all light fixtures and smoke detectors, per NEC 2005.
Quantity: 1.00 EA $ 150.00

Hall Bathroom

15. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.
Quantity: 1.00 EA $ 67.00

09 Electrical continued...

81. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms

Quantity: 1.00 EA $ 160.00

Master Bathroom

16. 09.02 GFCI Receptacles
Install GFCI circuit breakers or GFCI receptacles in all locations as required per 2005 N.E.C. All Kitchen and Bathroom outlets shall be GFCI protected.

Quantity: 1.00 EA $ 67.00

21. 09.04 R/R Defective Receptacles
Replace defective/broken receptacles with new grounded receptacles and replace defective/broken switches with new switches. Provide cover plates for all

Quantity: 1.00 EA $ 48.00

82. 09.09 Interior Light R/R
Furnish and install new ENERGY STAR rated light fixture complete with ENERGY STAR rated compact florescent bulb at existing location in specified rooms.

Quantity: 1.00 EA $ 160.00

Living Room

18 09.05 Install Cover Plates
Provide new receptacle and switch cover plates as required throughout.

Quantity: 1.00 EA $ 196.00

House Interior

67. 09.08 Rewire House
Remove and properly dispose of all wiring and electrical fixtures in house. Rewire to all existing outlets to 2005 National Electric Code. Additional outlets must be provided to meet code requirements. Bedrooms must have arc fault circuit interrupters. Kitchen and Bathroom shall have GFCI's. All openings to the interior walls for wiring installation access shall be properly patched, taped, sanded and textured to match existing so as to receive paint. Includes Drywall Repairs.

Quantity: 1.00 EA $ 4721.00

Electrical Subtotal $ 9588.00

10 Windows

Kitchen

38. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq ft net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Quantity: 2.00 EA $ 868.00

Bedroom 1

39. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq ft net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor. **Window to be lowered faces the street.**

Includes Frame and Drywall

Quantity: 2.00 EA $ 1,099.00

Bedroom 2

40. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35. New windows must have a maximum 5.0 sq ft net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass. Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Includes Frame and Drywall

Quantity: 2.00 EA $ 1,099.00

Bedroom 3

10 Windows continued...

41. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35 New windows must have a maximum 5.0 sq ft net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor **Window to be lowered faces the rear yard.**

Includes Frame and Drywall Quantity: 2.00 EA $ 1099.00

Bedroom 4

42. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35 New windows must have a maximum 5.0 sq ft net opening with a minimum width of 20" and a minimum height of 24". Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor.

Includes Frame and Drywall Quantity: 1.00 EA $ 657.00

Hall Bathroom

44. 10.02 Replace Bathroom Window

Remove bathroom window and replace with a new vinyl clad, dual glazed, obscure glass replacement window in the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary.

Quantity: 1.00 EA $ 370.00

Master Bathroom

45. 10.02 Replace Bathroom Window

Remove bathroom window and replace with a new vinyl clad, dual glazed, obscure glass replacement window in the existing opening. If the window sill is less than 5' from the top lip of the bath tub the window shall be of tempered glass. Repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. Contractor is responsible for providing drawings indicating size and location for permit issuance, if necessary.

Quantity: 1.00 EA $ 371.00

Living Room

10 Windows continued...

43. 10.01 Dual Glazed Windows R/R

Furnish and install vinyl clad, dual glazed, low e replacement windows, with screens, in existing window openings. Windows to have a minimum U-Value of .35 New windows must have a maximum 5.0 sq ft net opening with a minimum width of 20" and a minimum height of 24" Ensure windows are properly flashed per manufacturer's specifications and repair siding/stucco and interior walls as necessary for a finished product. Caulk well and trim out as necessary. At least one window sill per bedroom must have a maximum height of 44" from the floor to the window opening (where the glass meets the window frame) to meet fire egress code. Any window that is located within 24" from a door shall be of tempered glass Contractor is responsible for providing drawings indicating window size and location for permit issuance, if required. All manufacturer's labels and adhesive are to be removed from the windows by the contractor

Quantity: 1.00 EA $ 507.00

Windows Subtotal $ 6,060.00

11 Doors

Hall

79. 11.39 Attic Access

Construct a new attic access panel of 1/2" melamine to fit the existing opening. Insulate the attic access with 6" of reflective foil faced polyisocyanurate foam and seal edges with compatible foil tape. Ensure trim/support is properly secured to the ceiling joists. R/R as needed. Paint to match existing for a finished product.

Quantity: 1.00 EA $ 208.00

Hall Bathroom

63. 11.18 Door Knob Bed/Bath

Provide privacy lockset on bedroom and bathroom doors as specified.

Quantity: 1.00 EA $ 35.00

Master Bathroom

48. 11.14 Casing

Remove casing and replace door casing on specified doors to match existing trim.

Quantity: 1.00 EA $ 247.00

Doors Subtotal $ 490.00

12 Drywall

Kitchen

36. 12.01 Repair Walls/Ceilings

Remove and replace damaged gypsum wallboard. Tape, compound, sand, texture and paint to match existing. **Fill in the area behind the counter near the drain line. Fill in the area below and around the FHA box after it has been installed.**

Quantity: 16.00 SF $ 344.00

Hall Bathroom

64. 12.03 Install Rockboard

Remove all existing tile and drywall from the entire room. Install new 3/8" rockboard on all walls. Thoroughly prepare all walls by taping, sanding and texturing so as to ensure a finish able to receive ceramic tile, tub surround and/or paint.

Quantity: 1.00 EA $ 533.00

Master Bathroom

71. 12.03 Install Rockboard

Remove all existing tile and drywall from the entire room. Install new 3/8" rockboard on all walls. Thoroughly prepare all walls by taping,sanding and texturing so as to ensure a finish able to receive ceramic tile, tub surround and/or paint.

Quantity: 1.00 EA $ 533.00

Drywall Subtotal $ 1410.00

15 Cabinets

Kitchen

51. 15.02 Install Kitchen Cabinets

Furnish and install base and/or upper wall cabinets. Face frames and doors shall be wood, box may be plywood or particle board, either plastic laminated or vinyl finished. Cabinets shall be installed level and plumb in an acceptable, workmanlike manner. Cabinets shall be fastened by screws. Owner to have choice of white or oak color. Owner to pay the difference if another color is selected. Lowers.

Quantity: 7.00 LF $ 384.00

52. 15.03 Install Counter Top

Furnish and install plastic laminate counter tops with roll edge, 4" roll backsplash and properly trimmed end caps. Owner to have choice of standard color and pattern. Counter top shall be properly fitted, caulked and installed in a workmanlike manner.

Quantity: 7.00 LF $ 464.00

Cabinets Subtotal $ 848.00

19 Clean Up/Permits

4 19.01 Permits/Plans

Contractor is responsible in providing all permits/plans required by the CLV Building Department. If plans are required to obtain building, electrical, mechanical and plumbing permits, contractor shall provide them. Dumpsters and permits

Quantity: 1.00 LS $ 1,500 00

Clean Up/Permits Subtotal $ 1,500 00

20 General Specifications

House Exterior

3 20.03 Lead Containing Materials Encapsulant
Encapsulate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Utilize a USEPA approved encapsulant prior to applying new exterior latex finished paint. Licensee shall provide current certification to City of Las Vegas representative. **House exterior.**

Quantity: 1,700.00 SF $ 2,825.00

49. 20.03 Lead Containing Materials Abatement
Abate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Licensee shall provide current certification to City of Las Vegas representative. **Fascia. Remove the areas where the paint is peeling. Encapsulate the areas where the paint is intact.**

Quantity: 200.00 LF $ 740.00

Hall Bathroom

1. 20.03 Lead Containing Materials Abatement
Abate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Licensee shall provide current certification to City of Las Vegas representative. **Shower. The red tile has tested positive for lead. Remove all shower tile.**

Quantity: 100.00 SF $ 1,380.00

Master Bathroom

2. 20.03 Lead Containing Materials Abatement
Abate all affected areas according to United States Environmental Protection Agency (USEPA) mandated Lead Safe Practices. All work to be performed by a USEPA certified licensee. Licensee shall provide current certification to City of Las Vegas representative. **Shower. The white wall tile has tested positive for lead. Remove all tile including the pan.**

Quantity: 100.00 SF $ 1,380.00

Subtotal $ 6,325.00

City of Las Vegas

Neighborhood Services Department

ADDENDUM

THE CONTRACTOR IS HEREBY ORDERED TO MAKE THE FOLLOWING CHANGES TO THE WORK WRITE-UP AND SPECIFICATIONS FOR THE PROJECT LISTED BELOW:

Project Address

Clyde Hambrick
3026 Turquoise Road
Las Vegas, NV 89106
File No.:
Release Date: December 02, 2010

Item	Addendum	
47	Interior Paint Paint interior walls with a 10-year quality latex low volatile organic compound (VOC) paint (<50 grams/liter of VOC.). All voids are to be caulked with a latex based caulking. Bathroom and kitchen walls and ceilings shall be latex enamel. All surfaces shall be free from holes, defects, irregularities, islands and textured to match existing. Owner shall have choice of one color. Surface shall be prepared, primed and the paint shall be applied in accordance with manufacturer's recommendations. DELETE THIS ITEM.	$ Deleted
55	Bathtub - R/R Remove and replace bathtub with standard 5' white porcelain enamel on steel bathtub. Use matching grout to fill the floor area between the existing flooring and the new tub.	$ 395 00

Total Cost of Addendum Items $ 395 00

THE CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM

Housing Rehabilitation Specialist

December 10, 2010
Date

12/22/10

EXHIBIT "D"

APN: 139-29-112-106

WHEN RECORDED MAIL TO:

City of Las Vegas
Neighborhood Services Department
Attn: Erik King
400 Stewart Avenue
Las Vegas, NV 89101

MAIL TAX STATEMENT TO:

Clyde Hambrick
3026 Turquoise Road
Las Vegas, NV 89106

SHORT FORM DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of _____, 2011 Clyde Hambrick, who resides at 3026 Turquoise Road, Las Vegas, NV 89106, herein called the "Trustor," and the City of Las Vegas, a municipal corporation within the State of Nevada, whose principal office is located at 400 Stewart, Las Vegas, NV, 89101, Attention: Neighborhood Services Department, herein called the "Trustee" and/or "Beneficiary," depending on the context of the provision of this Deed of Trust.

WITNESSETH:

WHEREAS, the Trustor and Beneficiary have entered into an agreement entitled, to-wit: Community Development Block Grant Single Family Rehabilitation Program Deferred Loan Agreement, dated _____ (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Trustor has received as a deferred loan the Community Development Block Grant (CDBG) funding in the amount of 60,459.00 from Beneficiary and has agreed to faithfully perform certain obligations thereunder or repay the CDBG Loan in accordance with the provision of the Agreement; and

WHEREAS, this Deed of Trust is intended to secure the faithful performance by the Trustor of the terms of the Agreement, including the repayment of the CDBG loan in the original aforementioned amount and any increases thereto or future advances approved by the Beneficiaries (collectively herein the "CDBG Loan") if the Trustor fails to perform as required therein.

NOW, THEREFORE, for the purpose of securing each obligation of the Trustor contained herein and in the Agreement, the Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to the Trustee in trust, WITH POWER OF SALE, that certain property (the

"Property") located in the City of Las Vegas, Clark County, State of Nevada, legally described as follows:

See Attachment "A," attached hereto and by this reference is made a part hereof.

To protect the security of this Deed of Trust, the Trustor shall comply with the terms of the Agreement, including the repayment of the CDBG Loan, if the Trustor is found to be in default of the terms contained therein. This Deed of Trust is intended to secure the original loan of CDBG.

The Trustee and Beneficiary acknowledge that the Property may be encumbered by a deed of trust (the "First Deed of Trust") for the Property, which is recorded in the official records of the Clark County Recorder's Office, prior to recordation of this Deed of Trust. Trustee and Beneficiary acknowledge and agree that this Deed of Trust and the rights of Trustee and Beneficiary hereunder are and will be subject and subordinate to the lien of the First Deed of Trust and to the rights and remedies of the Beneficiary and Trustee under the First Deed of Trust and its successors and assigns, including, without limitation, any purchaser at a trustee's sale under the First Deed of Trust and the heirs, personal representatives, successors and assigns of such purchaser shall not be bound by or obligated to perform any of the obligations of the Trustor under this Deed of Trust. Except under the circumstances described in the Agreement between the Trustor and Beneficiary, this Deed of Trust will not be subject or subordinate to any replacement of the First Deed of Trust occurring as a result of any prepayment, refinancing, sale or other transaction.

Notwithstanding the right of Beneficiary to the Property under this Deed of Trust, the Trustor agrees to repay to the CDBG Loan to the Beneficiary if the Property, or any portion thereof, is subleased without prior written approval of Beneficiary or through sale or other circumstances (excluding foreclosure) Trustor loses legal possession of the Property. If the Trustor loses possession and/or ownership of the Property as a result of foreclosure, the CDBG Loan will convert to a grant, and the Trustor will be released from any further liability. The Beneficiary will reconvey to the Trustor or assigns, all of its interest in the Property.

So long as the Trustor performs its obligations to the Beneficiary under the Agreement, the Trustor will be released from any further obligation thereunder, including the obligation to repay the CDBG Loan, five (5) years from the date of final disbursement of the CDBG Loan used for the rehabilitation of the Property. The Trustee under the Deed of Trust, its successors and assigns, on request by the Trustor, or assigns, shall reconvey to the Trustor, or assigns, all of its interest in the Property hereto conveyed to the Trustee by the Trustor under the Deed of Trust.

The Trustor also agrees and acknowledges that a Request for Notice may be recorded by the Trustee and/or Beneficiary upon the recordation of this Deed of Trust.

By execution and delivery of this Deed of Trust, Trustor agrees that provisions (1) to (17), inclusive, of the Deed of Trust recorded in Book 730, as Document No. 586593, of the official records of the Clark County Recorder's Office are hereby adopted and incorporated herein as a part hereof. The Trustor agrees to observe and perform the provisions of the

incorporated document, and that the references to property, obligations and parties in the incorporated provisions shall be construed to refer to the Property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default, Notice of Sale, or Notice of Lien given hereunder be mailed to the Trustor at the following address:

Clyde Hambrick
3026 Turquoise Road
Las Vegas, NV 89106

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust this _____ day of _____, 2011.

TRUSTOR:

BY:_____
Clyde Hambrick

State of Nevada)
}SS
County of Clark)

On this _____ day of _____, 2010, before me, the undersigned, a Notary Public in and for said county and State, personally appeared _____, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that ___ executed the same freely and voluntary and for the uses and purposes therein mentioned.

_____
Notary Public

ATTACHMENT "A"

LEGAL DESCRIPTION

Twin Lakes Village Unit 5, Plat Book 4 Page 61, Lot 15 Block 21

HOUSING REHABILITATION CONTRACT FOR SINGLE FAMILY RESIDENCE

(CDBG Funded Contract)

This Housing Rehabilitation Contract (the "Contract") is made and entered into this day of **February, 2011**, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, with offices located at City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101, and **Distinct Energy Performance, LLC** (the "Contractor"), located at **2905 Lake East Drive #110, Las Vegas, NV 89117**.

RECITALS

WHEREAS, the City has entered into a Grant Agreement with the U. S. Department of Housing and Urban Development for participation in the Community Development Block Grant Program (the "CDBG Program") under Title I of the Housing and Community Development Act of 1974, P. L. 93-383 as amended; and

WHEREAS, the City is responsible for planning, administering, implementing, and evaluating the CDBG Program to ensure that it conforms to the HUD-approved Consolidated Plan for the City; and

WHEREAS, the City, as the Grantee receiving federal funds under the CDBG Program, has created the Single Family Residential Rehabilitation Program which utilizes CDBG funding to meet one (or more) of the three broad National Objectives of the CDBG Program, which is defined in 24 CFR Part 570.208 as follows:

1. To benefit low- and moderate-income persons,

2. To aid in the prevention or elimination of slum or blight,

3. To meet community development needs having a particular urgency;

WHEREAS, the City has entered into a deferred loan agreement with (the "Homeowner"), which will provide funds under the CDBG Program for the purpose of rehabilitating the Homeowner's residential home, and thereby helping the City to achieve one or more of the National Objectives of the CDBG Program; and

WHEREAS, the City desires to hire the Contractor to perform the rehabilitation work more fully described below on the single family home owned by the Homeowner who has qualified for funding under the Rehabilitation Program; and

WHEREAS, the Contractor possesses the necessary skills, expertise and workforce, and is properly licensed under the laws of the State of Nevada, to perform the rehabilitation work more fully described below.

NOW, THEREFORE, in view of the above-premises, the parties hereto agree as follows:

SECTION 1. Scope of Work. The Contractor, shall furnish the labor and materials, including tools and equipment, along with competent supervision of any laborers, which is necessary to (i) complete the Work which is described in Exhibit "A" attached hereto and incorporated herein; and (ii) otherwise comply with the requirements of this Contract. If applicable as a result of the nature of complexity of the Work, the Contractor agrees to submit any required shop drawings and samples for approval by the City.

SECTION 2. Project Site.

2.01 Location. The single-family residence to be rehabilitated pursuant to this Contract is located at the following address: **3026, Turquoise Road, Las Vegas, NV, 89106** (the "Project Site").

2.02 Responsibility for Protection and Security of the Work and Project Site. The Contractor is responsible for protecting and securing at all times the Work and the Project Site, from the risk of damage, injury, loss or theft by any means or caused by any manner (including acts of God, vandalism or sabotage), and the Contractor assumes that responsibility regardless of whether or not the City has required the Contractor to purchase any insurance (such as Builder Risk Insurance) which would have protected the interest of the Contractor. The Contractor shall proceed with the completion of the Work in a manner which avoids the risk of damage, injury, loss or theft by any means to the Work or to the property of the Contractor, Homeowner or any other person. The Contractor shall promptly take such reasonable precautions against any and all conditions involving such risk of damage, injury, loss or theft. The Contractor shall continuously inspect the Work (including the materials and equipment used in connection therewith) to discover and determine if any conditions exists which affect the security of the Work or the Project Site, and shall be solely responsible for correcting such conditions.

The Contractor shall cooperate with the City and the Homeowner on all security matters and shall promptly comply with any specific security requirements of the City. The Contractor's compliance with these security requirements shall not relieve the Contractor of responsibility for maintaining proper security for the items set forth above, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake such reasonable action as may be required to establish and maintain secure conditions at the Project Site. The Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to the City in a timely manner.

2.03 Responsibility for Construction Safety. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor 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. The Contractor shall take all reasonable precautions for the safety of all employees on the Project Site and all other persons who may be affected thereby.

Except as otherwise stated in the Contract, if the Contractor encounters any materials reasonably believed to be asbestos, lead or polychlorinated biphenyl (PCB) on the Project Site, the Contractor shall immediately stop work in the area affected and give notice of the condition to the Homeowner and the City. The Contractor shall not resume completion of the Work in the affected area until written authorization is received from the City.

SECTION 3. Period of Performance. Time is of the essence in the performance of the Work. The Contractor shall not commence any performance under this Contract, including the delivery of materials to the Project Site, until a Notice to Proceed has been issued by the Housing Rehabilitation Specialist of the City, or his or her authorized representative. The Work is to be completed within **60** business days of the date of issuance of the Notice to Proceed, unless a longer or shorter period of completion is specified by the City in the Notice to Proceed. Any performance commenced by the Contractor under this Contract is deemed to be an acceptance of such shorter or longer period to complete the Work.

SECTION 4. Compensation. The City agrees to pay, and the Contractor agrees to accept, the following amount; to-wit: **Fifty-eight Thousand One Hundred Nine And 00/100 Dollars ($58,109.00)** (the "Contract Sum") as full compensation for completion of the Work (including all direct and indirect expenses of the Contractor).

Payment will be made to the Contractor only after the occurrence of the following conditions:

a. The Work has been inspected and approved by the Building and Safety Department of the City and the Housing Rehabilitation Specialist.

b. A Notice of Completion, as provided by the City, has been recorded by the Contractor in the official records of the Clark County Recorders Office, a copy of such recorded Notice has been provided to the City, and 30 days has transpired since such recordation The Contractor agrees to provide the City with an executed Notice of Completion within 5 days following approval of the Work by the Building and Safety Department, as evidenced by the approved final inspection card which is to be submitted by the Contractor to the City.

c. The Housing Rehabilitation Specialist has been provided with a waiver of the right to file a lien against the Project Site, or a release of such liens as may have been filed, from any and all subcontractors or workman used in the performance of the Work, which is in a form satisfactory to the Housing Rehabilitation Specialist.

d. The Contractor, Homeowner, and Housing Rehabilitation Specialist have conducted a final walk through which results in acceptance of the Work as completed by the Contractor.

In lieu providing the necessary waiver or release of liens required herein as condition to payment, if the Contract Amount is for $1,000 or more, the Contractor may provide a bond, in a form and written by a surety which is acceptable to the City, which agrees to defend, and indemnify the Homeowner and/or the City against any and all claims and/or liens which may be filed against the Homeowner or the Project Site by any and all laborers or suppliers who may have a right to file such lien.

SECTION 5. Warranty. The Contractor agrees to promptly repair or replace any and all defects in the Work due to the faulty workmanship and/or materials which may appear during any warranty period provided by the manufacture of such materials, or for a period of 1 year after filing of the Notice of Completion by the City, whichever is longer.

SECTION 6. Changes in the Work.

6.01 Additional Work. The Contractor agrees that the City may add to or deduct from the amount of Work covered by this Agreement, and any changes so made in the amount of Work involved, or any other parts of this Agreement, shall be pursuant to a written Change Order setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon and executed by the parties. If a Change Order is not agreed to by the Contractor and City, the Contractor agrees to proceed with the changes when so ordered in writing to do so by the City so as not to delay the progress of the Work, and the Contractor may file a claim or dispute under Section 11.

6.02 Additional Compensation. The Contractor shall not be entitled to receive any additional compensation for extra work or materials or changes of any kind, even if the same was verbally ordered by the City or any of its representatives, unless a Change Order therefor has been executed by the City. If extra work was ordered by the City, and the Contractor performed the same without receiving a signed Change Order thereof from the City, the Contractor shall be deemed to have waived any claim for extra compensation therefor, regardless of any written or verbal protests or claims by the Contractor.

6.03 Prior Notice. The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor shall be valid unless notice is given to the City prior to the furnishing of the services or material.

SECTION 7 Insurance.

7.01 Required Insurance. Prior to starting Work, and for the period of this Contract, the Contractor shall procure and maintain in force and effect Workers' Compensation Insurance, with the State of Nevada or Employers' Liability Insurance, Comprehensive General Liability Insurance (with contractual coverage) and Automobile Liability Insurance.

7.02 Minimum Insurance Limits. The Contractor's Comprehensive General and Automobile Liability Insurance, as required by Paragraph 7.1 shall be written for not less than the following limits of liability:

a.	Comprehensive General Liability			
	1.	Bodily Injury	$ 1,000,000	Each Occurrence (Completed Operations)
			$ 2,000,000	Aggregate
	2.	Property Damage	$ 500,000	Each Occurrence
			$ 500,000	Aggregate

b. Comprehensive Automobile Liability

1.	Bodily Injury	$ 1,000,000	Each Person
		$ 2,000,000	Aggregate
2.	Property Damage	$ 500,000	Each Occurrence
		$ 500,000	Aggregate

c. Workman's Compensation in the minimum amounts as required by law.

7.03 Notice of Cancellation. The foregoing policies shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30) days' prior written notice has been given to the City. Certificates of Insurance acceptable to the City shall be filed with the City prior to the commencement of Work.

SECTION 8 Indemnification. In addition to insurance requirement set forth in Section 7, the Contractor agrees to protect, indemnify and hold the City, its officers, employees and agents (collectively the "Indemnitees") harmless from each and every claim, damage, loss, suit, action, decree, judgment (including attorney fees and court costs) or other expense 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 any act or omission, negligent or otherwise, on the part of the Contractor, its officers, employees, agents, subcontractors or suppliers (i) in completing the Work required hereunder, (ii) in the manufacturing or supplying (including transportation) of any materials, supplies or other products used in completion of the Work, or (iii) in performing any of the other obligations of this Contract. The Owner may retain for its protection any money due and owing the Contractor under this Contract.

The Contractor shall defend the Indemnitees against the Claims, and in the event that the Contractor fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Contractor.

SECTION 9 Breach and Remedies. If the Contractor fails at any time to: (i) supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, (ii) prosecute the Work with promptness and diligence, (iii) promptly correct defective Work or (iv) perform any of the other obligations of this Contract herein contained, and such failure continues after ten (10) days written notice thereof is provided to the Contractor by the City, the City shall be entitled at its option, to any or all of the following: 1. Terminate this Contract, and/or (2) Provide such labor, materials and equipment or perform such additional and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Contract. In the event that the money which is due and owing the Contract is insufficient to remedy the deficiency, the Contractor agrees to pay for such deficiency within 20 days of receipt of an invoice from the City.

SECTION 10 Termination for Convenience. The City reserves the right to terminate this Contract for any reason whatsoever (including for no stated reason), and such termination shall be effective on the date set forth in the written notice served on the Contractor pursuant to Section 12.08. In the event of such termination pursuant to this Section, the Contractor shall be

entitled to recover for the labor expenses incurred as of the effective date of the termination, and for such material expenses incurred as of the effective date of the termination if the materials cannot be returned to the supplier, or used for other projects. Such payment shall release the City of any further liability to the Contractor.

SECTION 11 Disputes. All claims, disputes and other matters in question arising out of, or relating to, this Subcontract or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This Contract to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

SECTION 12 Miscellaneous Provisions.

12.01 Enforcement. The failure of the City to enforce, at any time, any of the provisions in this Contract, or failure to require at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of City to thereafter enforce each and every such provision.

12.02 Unenforceable. The parties agree that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

12.03 Modification. There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the City's Housing Rehabilitation Specialist, or representative, which approval shall not be unreasonably withheld.

12.04 Access to Record. The City and the State of Nevada, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making an audit, examination, excerpts, copies and transcriptions. All required records must be maintained by the Contractor for five years after City makes final payments and all other pending matters are closed.

12.05 Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Contract, or that is based thereon, the prevailing party shall be entitled to reasonable attorney's fees to be paid to the prevailing party which shall be decided by the arbitrator(s) (with respect to attorney's fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or that hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney's fees incurred in such proceedings.)

12.06 Residential Construction Recovery Fund. NRS 624.520 requires all contractors who engage in residential construction to provide the Homeowner(s) with the Residential Recovery Fund disclosure in writing. Payment may be available from the Recovery Fund if the home is damaged financially by a project performed on the Homeowner's residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state.

12.07 Disclosures. NRS 624.600 requires disclosures by the general building contractor. A general building contractor shall provide in writing to the Homeowner of a single-family residence where he has contracted to perform work:

a. The name, license number, business address and telephone number of:

(1) All subcontractors with whom he has contracted on the project; and

(2) All persons who furnish materials of the value of $500 or more to be used on the project.

b. A notice that a person described in subsection (a) may record a notice of lien upon the residence of the owner and any building, structure and improvement thereon pursuant to the provisions of NRS 108.226.

c. An informational form, whose contents must be prescribed by the Board, regarding:

(1) Contractors pursuant to chapter 624 of NRS; and

(2) Mechanics' and materialism's liens pursuant to chapter 108 of NRS (Added to NRS by 1997, 2686) – (Submitted in revision for NRS 624.321)

12.08 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) set by facsimile machine and delivered by regular mail or certified mail, addressed as follows:

To the City: City of Las Vegas
Director of Neighborhood Services
City Hall, Second Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986

To the Contractor: **Distinct Energy Performance, LLC**
2905 Lake East Drive #110
Las Vegas, NV 89117

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, notices 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 Contractor.

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

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC, City Clerk

CONTRACTOR: Distinct Energy Performance, LLC

By: _____
Representative

Contractor Information:

Project Manager:	**Harvey W. Yeaton**
Address:	**2905 Lake East Drive #110**
	Las Vegas, NV 89117
Phone:	**702-256-7283**

NV CONTRACTOR License Number: **74777**

Approved as to form:

Robert S. Sylvain 1-10-11
~~Date~~ Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **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: $41,230,618.73
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 01/16-01/31/11

City of Las Vegas

Summary of Cash Expenditures

For period of 01/16/11 to 01/31/11

Total Services & Materials Checks :	**$6,333,675.29**
Total Services & Materials EFT Payments :	**$3,592,607.68**
Total Wire Transfers:	**$24,845,453.12**
Total Payroll Checks:	**$6,458,882.64**
Grand Total:	**$41,230,618.73**

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.

Falder

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On February 16, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a report by the City Treasurer of the January 25, 2011 sale of properties subject to the lien of a delinquent assessment in Special Improvement Districts 607, 707, 808, 809 and 1477 - Wards 2 and 6 (Wolfson and Ross)

Fiscal Impact

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

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

RECOMMENDATION:
Report only, no action required

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

City of Las Vegas

Memorandum

Finance and Business Services

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

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

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

Date: January 26, 2011
Re: Report of Sale on Delinquent Parcels in SID Districts 707, 808, 809, 607, and various districts

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

On October 6, 2010, the City Council approved the delinquency list and foreclosure notices were mailed to delinquent property owners for Special Improvement Districts 707, 808, 809, 607, and various districts. On January 5, 2011 the first of three weekly publications of the Notice of Sale occurred. Of the 132 parcels publicized, 107 either paid their assessment current or paid it off in full prior to the January 25, 2011 sale; and certificates on 25 parcels were sold.

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

Parcel # / District	Certificate Buyer	Address	Amount
137-24-413-073 707	STEVE & LURENA'S LLC	10366 LUNA MAGICO AVE, LAS VEGAS, NV 89135	3,113.82
137-24-417-035 707	JOWJENTZ OR JAMES RODRIGUEZ	397 3RD AVE #A, CHULA VISTA, CA 91910	3,113.51
137-25-220-022 707	ROBERT HEMENWAY OR WALMAC LP	2295 HOMESTEAD PL, RENO, NV 89509	3,334.51
137-35-611-040 707	SEYED A REZAEI	10222 REFUGE CT, LAS VEGAS, NV 89135	4,269.62
137-35-712-043 707	ROBERT MARRON EMPLOYEE PROFIT SHARING 401K	2777 BRAWLEY RD, PINON HILLS, CA 92372	4,269.62
137-36-111-030 707	TURANGI LLC	4075 S DURANGO DR #111-58, LAS VEGAS, NV 89147	3,951.91
137-36-313-136 707	PFM HOLDINGS LLC	266 SWEET JEWEL ST, HENDERSON, NV 89074	2,743.30

137-26-720-056 808	SUZANNE SEGAL	7008 VIA BELLA LUNA, LAS VEGAS, NV 89131	5,114.09
137-26-814-049 808	SUZANNE SEGAL	7008 VIA BELLA LUNA, LAS VEGAS, NV 89131	6,795.45
137-34-411-054 808 & 809	WILLIAM &/OR BIANCA CIMO	2124 CROOKED PINE DR, LAS VEGAS, NV 89134	11,231.20
137-34-715-026 808	BRENDA WASHINGTON & ROY WASHINGTON	2509 LOCKERBIE ST, HENDERSON, NV 89044	4,881.22
137-35-114-059 808	RICHARD J AND PAULA SALERNO	1131 BROWN HILL CT, HENDERSON, NV 89011	5,907.89
137-35-212-018 808	ROY F. STOECKINGER OR KATHLEEN SPRINGER	1410 E 15TH ST, CRETE, NE 68333	6,036.46
137-35-217-042 808	ROGER DAHLE	5918 STRAY HORN CT, LAS VEGAS, NV 89156	6,659.06
125-27-114-014 1477	JOHN REILLY	8224 JAMES GRAYSON DR, LAS VEGAS, NV 89145	8,440.20
137-34-620-004 808 & 809	TERRY B & SUSAN S GALLANT	PO BOX 19001, SAN DIEGO, CA 92159	17,299.89
126-13-115-001 607	JOE BRITO	1293 BULL WHIP POINT, MESQUITE, NV 89034	7,622.88
126-13-118-017 607	STEVE & LURENA'S LLC	10366 LUNA MAGICO AVE, LAS VEGAS, NV 89135	7,622.86
126-13-212-025 607	SUZANNE SEGAL	7008 VIA BELLA LUNA, LAS VEGAS, NV 89131	7,422.71
126-13-212-078 607	UMAIR MOTEN	2189 PALORA AVE, LAS VEGAS, NV 89169	7,422.72
126-13-312-055 607	GLENN SYNNOTT	PO BOX 17066, AUSTIN, TX 78760	8,645.16
126-13-517-029 607	RICHARD J AND PAULA SALERNO	1131 BROWN HILL CT, HENDERSON, NV 89011	5,511.60
126-13-616-001 607	ANN R HEATH-DANSECO	1301 OAK TREE LN, LAS VEGAS, NV 89108	10,828.80
126-24-314-017 607	PFM HOLDINGS LLC	266 SWEET JEWEL ST, HENDERSON, NV 89074	8,305.44
126-24-516-017 607	MERLE BERMAN OR MEREDITH MCGHAN	2012 GRAY EAGLE WAY, LAS VEGAS, NV 89117	12,324.58

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 110137-LD, Construction Manager as Agent Agreement for WPCF Odor Control Upgrades Project located at the Water Pollution Control Facility, 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: BLACK & VEATCH CORPORATION ($3,816,480 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,816,480
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This agreement provides for construction management services during upgrades to the Water Pollution Control Facility's odor control measures.

PCC: L.E. Davis
POC: Steve P. Henness, P.E. - (702) 732-0448

RECOMMENDATION:
That City Council approve Agreement No. 110137, Construction Manager as Agent Agreement for WPCF Odor Control Upgrades to Black & Veatch Corporation in the amount of $3,066,480 and additional services in the amount of $750,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110137-LD
2. Certificate - Disclosure of Ownership/Principals

CONSTRUCTION MANAGER AS AGENT AGREEMENT
FOR
WPCF ODOR CONTROL UPGRADES PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 431-7611**, and **BLACK & VEATCH CORPORATION**, (the "Consultant"), a , whose address is **4040 S. Eastern Ave., Suite 330, Las Vegas, NV, 89119**, and fax number is **(702) 732-7578**.

WITNESSETH:

WHEREAS, the City intends to construct the **WPCF Odor** Control Upgrades Project (herein the "Project"); and

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 338, 623, 623A, 624, or 625, whichever is legally required for the services to be provided within the State of Nevada, and if applicable to the Consultant's business organization, is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this Agreement;

WHEREAS, with respect to the Project, the City intends to retain a qualified and licensed contractor (herein the "Contractor") to construct the Project having been designed and engineered by professional architects and engineers;

WHEREAS, the Consultant has not and will not take part in the design or construction of the Project;

WHEREAS, the Consultant will not be assuming the Contractor's overall responsibility for ensuring the Project is completed in a satisfactory manner, or the Contractor's responsibility for the cost, quality or timely completion of the construction;

WHEREAS, the City desires to retain the services of a qualified consultant to assist the City in the management of the construction of the Project; and

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

1.03 ***Document Review.*** The Consultant shall be responsible for reviewing each document prepared by the Consultant and its subconsultants for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Agreement or

of any cause of action arising out of the performance of this Agreement. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

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

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

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

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

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

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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

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

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

If the professional liability insurer of the Consultant does not so defend the Indemnitees and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees to be paid to the Indemnitees by the Consultant in an amount which is proportionate to the liability of the Consultant. As used in this Section, "agents" means those persons who are directly involved in and acting on behalf of the City in furtherance of this Agreement or the public work to which this Agreement pertains.

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

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

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

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

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

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

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

10.10 ***Consultant's Employees.*** The Consultant shall be responsible for maintaining satisfactory standards of competency, conduct and integrity, of personnel assigned to the Project, and shall be responsible for taking such disciplinary action with respect to such personnel as may be necessary. In the event the Consultant fails to remove any employee from the work of this Agreement whom the City deems incompetent,

careless or insubordinate, or whose continued employment on the work is deemed by the City to be contrary to the public interest, the City reserves the right to require such removal as a condition for the continuation of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

B. ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20A in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the

Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to arbitrate the claim or dispute, in which event the parties shall proceed with the arbitration pursuant to provisions of Section 10.20B. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC Date
City Clerk

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Rodilla 1/18/11
Deputy City Attorney Date

CONSULTANT

By_____
Dana V. Reel, P.E., Black & Veatch Corporation

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE NOT REQUIRED - FEE IS $25,000 OR LESS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 1: GENERAL

1.1 PURPOSE

1.1.1 The services covered by this Agreement are for the purpose of administering the Construction Contract for the Water Pollution Control Facility (WPCF) Odor Control Upgrades Project per, throughout the construction of the Project.

1.1.2 The Scope of Service set forth in this Exhibit and the compensation to the Consultant for the Scope of Services is based on the Consultant and the City each performing its responsibilities in a timely manner.

1.2 SCOPE OF SERVICES

1.2.1 This scope is to be considered preliminary and may be altered as this Project develops. Alterations of scope may not impact Fee amounts unless increased project duration, scope, or workload is encountered by the Consultant. If increased project duration, scope, or workload is encountered, the Consultant shall notify the City in writing and an adjusted fee will be negotiated prior to any work. The Fee for this scope of services is based on a construction-duration of 720 calendar days plus 30 calendar days pre-construction services and 60 calendar days after substantial completion for project close-out.

1.3 GENERAL REQUIREMENTS

1.3.1 The Consultant's work shall, to the extent possible, be prepared using Contract Manager software by Primavera, current version. Where Contract Manager capabilities are limited, provide documents in the following software formats: AutoCAD 2008, Microsoft Office 2007 and Microsoft Project 2007, or more recent versions.

1.3.2 All work shall be in full compliance with applicable codes, ordinances and other regulatory conditions.

1.4 DEFINITIONS

1.4.1 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project.

1.4.2 "Consultant" as used herein refers to Black & Veatch.

1.5 RELATIONSHIP OF THE PARTIES

1.5.1 Owner and Designer

1.5.1.1 Owner Agreement – The City has entered into a separate agreement, the "Owner-Designer Agreement," with a Design Professional to provide for the design of the Project and certain design-related services during the construction phase of the Project.

1.5.2 Owner and Contractor

1.5.2.1 Construction Contract – The City will enter into a separate contract with a Contractor for the construction of the Project.

1.5.3 Relationship of the CM to other Project participants

1.5.3.1 Working Relationship – In providing the Construction Management Services described in this Scope of Services, the Consultant shall endeavor to maintain, on behalf of the City; a working relationship with the Contractor and Designer.

1.5.3.2 Limitations – Nothing in this Scope of Services shall be construed to mean that the Consultant assumes any of the responsibilities or duties of the Contractor or the Designer. The Contractor will be solely responsible for construction means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations and for performing in accordance with the contract between the City and the Contractor. The Designer is solely responsible for the design requirements and design criteria of the Project and shall perform in accordance with the agreement between the Designer and the City. The Consultant's services shall be rendered compatibly and in cooperation with the services provided by the Designer under the Agreement between the City and Designer. It is not intended that the services of the Designer and the Consultant be competitive or duplicative, but rather be complementary. The Consultant will be entitled to rely upon the Designer for the proper performance of services undertaken by the Designer pursuant to the agreement between the City and Designer.

1.6 SERVICES DURING CONSTRUCTION

1.6.1 The Consultant will provide Professional Services during the Construction Phase as defined in this Exhibit "A". These services are intended to provide the City of Las Vegas (City) with oversight services during construction of the WPCF Odor Control Upgrades Project (Project). By performing these oversight services, the Consultant shall not have the authority or responsibility to supervise, direct, or control the Contractor's work, means, methods, techniques, sequences, or procedures for construction. The Consultant shall not have the authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

ARTICLE 2: THE CITY'S RESPONSIBILITIES

2.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

2.2 The City shall provide all System Integration (Programming) and Instrumentation & Control Construction Services, though a separate contract, for this project. If any such services are required of the Consultant, it will be provided under Additional Services.

2.3 The City shall provide the Consultant with:

2.3.1 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

2.3.2 The full use of two utility vehicles for use of the Consultant's on-site personnel to travel around within plant the site. The vehicles shall be available for the exclusive use of the Consultant during the term of the construction contract, from Contractor's Notice to Proceed to Substantial Completion as defined by the construction contract. The City shall maintain the vehicles in proper working order and pay all operating costs. The Consultant shall be responsible for keeping the vehicles clean and for any damages as a result of the Consultant's misuse of the vehicle.

2.3.3 The full use of any on site facilities that the Contractor is obligated to provide for the City's use, including a conditioned and furnished field office with phone, fax, desk, table, storage cabinet, plan rack, filing cabinet, bookshelves, chairs, tackboard, wastebasket, parking space(s), access to sanitary facilities and drinking fountain, if so indicated in the Contract Documents for the Project. It is the Consultant's duty to review the documents for such information and to determine and include in the total Fee, any field office requirements that the Contractor is not providing.

2.3.4 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

2.3.5 A management team to review submittals, and to work with the Consultant to achieve an acceptable, cost effective Project.

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

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

3.1.1 Project Management

3.1.2 Program Coordination Services

3.1.3 Pre-Construction Services

3.1.4 Construction Management and Contract Administration

3.1.5 Project Close-Out

3.1.6 Material Testing Services

3.1.7 Additional Services

3.2 PROJECT MANAGEMENT

3.2.1 **Project Team**: The Consultant staff will be available through the completion of the Project. The Identified Individuals must perform the roles identified herein. The Consultant may not make a change to the Identified Individuals list without prior written approval from CLV. A Consultant staff plan will be submitted to the City Representative for review and acceptance prior to notice to proceed:

Project Director: Jim Morley, P.E.

Project/Construction Manager: Steve Henness, P.E.

Office Engineer/Document Control Administrator: Ganesh Kadam, P.E.

Lead Resident Project Representative: Scott Patrick

3.2.1.1 Construction Manager. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active civil engineer license in the State of Nevada pursuant to NRS 625. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project.

3.2.1.1.1 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

3.2.1.2 Field Staffing Requirements. The Consultant shall provide a Lead Resident Project Representative and assistants as outlined in the Construction Management section below.

3.2.1.3 Office Engineer/Document Control Administrator. The Consultant shall provide an experienced Office Engineer/Document Control Administrator to assist the RPR in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Agreement. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

3.2.1.4 Qualifications. The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

3.2.1.5 Subconsultants. Services may be performed by subconsultants of the Consultant if the subconsultant is listed in **Exhibit "F"** Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

3.2.2 Interface Management: The Consultant shall interface with the Contractor, the City Representative, and others as necessary to facilitate construction of the Project.

3.2.3 Project Accounting: The Consultant shall establish and maintain a project accounting system to organize and track its project costs in accordance with the Contract and as approved by the City. Prepare and submit monthly invoices in accordance with the Contract.

3.2.4 Monthly Progress Report: The Consultant shall establish and report Consultant and Contractor activities and budgets on the actual vs. planned Project expenditures throughout the Project to the City.

3.2.5 Quality Assurance/Quality Control (QA/QC) & Construction Management Plan: The Consultant shall review the Contractor's QA/QC & Construction Management Plan, as applicable, to document the Contractor's processes, review procedures, documentation requirements, and audits to assure that its services are performed in accordance with this agreement. The Consultant shall provide a copy of the Plan to the City for review and comments.

3.2.6 Document Management System and Procedures: The Consultant shall implement a set of procedures for logging, managing, tracking and storing in electronic and hard copy form documents prepared by or received from the Contractor, the City and other's during the final design, construction and close out phases of the Project. Documents shall be stored in electronic format in the Consultant's document management system known as Primavera Contract Manager, formerly known as Primavera Expedition.

3.3 PROGRAM COORDINATION SERVICES

3.3.1 GENERAL: This Scope of Work defines the PROGRAM COORDINATION SERVICES (PCS) to be provided by BLACK & VEATCH (B&V) for the City of Las Vegas (City) Water Pollution Control Facility, herein referred to as the PROGRAM. The design and construction is to be accomplished under multiple contracts. B&V shall provide PCS Services described and required in this Scope, including the development and management of a master PROGRAM construction CPM schedule. B&V shall also attend and participate in progress meetings, assist with project coordination during construction, and provide related services to the extent provided in this Scope of Services or requested by the City as additional services.

3.3.2 PROGRAM DESCRIPTION: The following Projects within the PROGRAM that are currently under contract or in the early planning stages for Design and/or Construction Services include the following:

Project Title	Start	Finish	Consultant	Value
WPCF Odor Control - Design	06/11/08	11/30/10	MWH	
WPCF Odor Control - Construction	03/01/11	04/30/13	B&V	$42,651,000.00
NTP Modifications - Design	06/11/08	10/01/10	MWH	
NTP Modifications - Construction	02/01/10	02/01/11	City Staff	$2,734,641.00
WPCF Flare Project - Design	01/01/10	10/01/10	MWH	
WPCF Flare Project - Construction	01/01/11	06/01/11	City Staff	$1,500,000.00
WPCF Mech. Repl., Code & Energy Efficiency - Design	06/11/08	01/02/11	MWH	
WPCF Mech. Repl., Code & Energy Efficiency - Construction	02/01/11	02/01/12	City Staff	$6,744,000
WRC Improvements DHWRC – Design	12/08/08	07/01/11	MWH	
WRC Improvements DHWRC - Construction	08/02/10	03/07/11	Unknown	$8,000,000.00
WPCF Infrastructure Replacement - Design	01/01/11	01/01/13	CH2MHill	
WPCF Infrastructure Replacement - Construction	01/01/12	01/01/15	Unknown	$100,000,000.00
Nitrification Air Header - Design	04/06/09	07/17/09	CH2MHill	
Nitrification Air Header - Construction	10/12/09	12/01/10	City Staff	$866,288.00
3 MW Solar - Design-Build	08/23/10	10/27/11	B&V	$19,754,695.87
Dewatering Building Rehab - Design	08/03/09	06/07/10	CH2MHill	
Dewatering Building Rehab - Construction	11/01/10	10/01/11	City Staff	$1,059,737.00
Nitrification Ground Water Dewatering - Construction	01/11/10	10/04/10	City Staff	$1,565,300.00
Digester Gas Scrubbing - Design	02/02/09	08/01/10	B&V	
Digester Gas Scrubbing - Construction	10/01/10	10/01/11	City Staff	$5,000,000.00
Dewatering Backdrives	01/01/09	06/06/11	City Staff	$1,200,000.00
Filtration Backwash Air System Rehabilitation	05/03/10	07/01/11	City Staff	$2,000,000.00
RMP-CAPP 2009	06/02/08	01/01/11	A&N	$458,865.00
RMP-CAPP 2011	01/01/11	06/01/12		$500,000.00
Sludge Blending and Pumping Facility - Design	08/17/09	10/04/10	MWH	
Sludge Blending and Pumping Facility - Construction	02/07/11	02/01/13	Carollo	$12,000,000.00
SCADA Upgrades - Design	01/04/10	01/03/11	WME	
SCADA Upgrades - Installation	01/03/11	01/07/13	Unknown	$14,000,000.00
WPCF Corrosion Repair Project - Design	08/02/10	04/01/11	PEC	
WPCF Corrosion Repair Project - Construction	07/01/11	06/29/12	Unknown	$9,000,000.00
WRC Improvements BOMO - Design	09/01/10	06/01/11	B&V	
WRC Improvements BOMO - Construction	09/01/11	08/31/12	Unknown	$4,000,000.00
Electrical Efficiency & Arcflash Study	08/01/10	08/01/11	Brown & Caldwell	$566,116.00
WPCF Facility Plan Update	01/01/11	01/01/12	Unknown	$200,000.00
WPCF Reduced Loading Improvements - Design	01/01/11	01/01/12	HDR	
WPCF Reduced Loading Improvements - Construction	01/01/12	01/01/13	Unknown	$8,300,000.00
FOG Pilot Project - Design	02/01/11	08/01/11	MWH	
FOG Pilot Project - Construction	10/01/11	10/01/12	City Staff	$400,000

The PROJECT overall durations and values are based upon information obtained from the City.

3.3.3 PROJECT INITIATION: B&V will conduct a Program Kick-Off Meeting with the City, and follow-on meetings, as necessary, to understand the Program so its details can be documented and incorporated into a Program Management Administration Plan (MAP). B&V will confirm the implementation strategy required for the Management Information System (MIS) that is being implemented on the Program as the collaboration platform, the purpose of which will be for: communication, document control, schedule monitoring, and contract administration.

3.3.3.1 Program Kick-Off Meeting: The Program Kick-off meeting participants will review the overall outline of the PROGRAM and the delivery approaches for each project. Specific emphasis will be on the implementation of the PCS short-term work plan.

DELIVERABLES:
1. Meeting agenda
2. Meeting minutes

3.3.3.2 Management Information System (MIS): B&V will use Management Information System (MIS) using Primavera P6 Scheduling software and Contract Manager documentation software for the reports, logs, and schedules to control the PROGRAM. The MIS will present an up-to-date status of the PROGRAM schedule, sources of information and facts needed to manage each PROJECT, to promote effective decision-making, and provide prompt, current status reporting.

3.3.3.3 PCS Management Administration Plan (MAP): Project and contract procedures for managing and administering the PROGRAM will be set in place. The output of this task will be a PCS Management Administration Plan (MAP). Procedures will be established for the following management and decision-making tasks:

- Overview of Program understanding, goals and deliverables
- Program milestones
- Identify team members and their roles, lines of communication, and authority
- Management protocols for each phase of the Program
- Communications / Document Control
- Project Controls / MIS

This activity will be integrated and consistent with the Contract Documents and will support the development of a job record and documentation system. The MAP will be a working document, which may be changed or modified at intervals during the design and construction effort.

DELIVERABLE: PCS Management Administration Plan (MAP)

3.3.3.4 Master Program Schedule and Implementation Approach: B&V will develop a Master Program Schedule to identify key project milestones and constraints. B&V will evaluate the PROGRAM and develop a preliminary milestone schedule integrating all PROJECTS. Scope, delivery times of major equipment or material, and impacts of weather on construction, will be included.

Program Master Schedule Development:

1. Review existing facility plan, master plan, or capital infrastructure plan.
2. Develop with the City a Work Breakdown Structure (WBS) that will provide the Program with an organized approach for scheduling and reporting within framework of the PROGRAM.
3. Develop with the City an Organizational Breakdown Structure that will define the framework at the PROGRAM Level for upward reporting.
4. Define the PROGRAM schedule milestones and other applicable milestones.
5. Develop PROGRAM codes that will provide additional sorting and filtering capability for future reporting.
6. Review and document inter-project relationships or constraints.

DELIVERABLES:
1. Program Work Breakdown Structure
2. Draft Program Schedule Report that documents the above-described information
3. A Master Program Schedule that includes the framework of the Program in a workable schedule that will allow further development of the detail schedules

3.3.4 PROGRAM COORDINATION SERVICES: B&V will provide the services of a qualified CPM Scheduler and Construction Manager, support staff, and engineering support, as needed, to exercise the duties defined in this Scope of Services.

Specific activities, which B&V will perform, include:

- Provide upward reporting of all PROGRAM-related activity in a summarized format.
- Endeavor to resolve problems in a timely manner as the work proceeds among the City Staff and the individual PROJECTS' Construction Management Teams.
- Maintain management information systems and PROGRAM recordkeeping in an up-to-date manner for the MASTER PROGRAM.

3.3.4.1 **Monthly Reports**: B&V will issue monthly reports to the City that will keep team members apprised of the PROGRAM status and focus attention on critical issues requiring action. The reports will summarize schedules; claims, potential claims, or problems related to work by other contracts; as well as the status of each contract. They will also provide the City with recommendations and set action priorities and responsibilities for critical issues. B&V will attend PROGRAM- and PROJECT-related meetings as required to obtain status and disseminate information regarding schedule, cost, and coordination items.

In addition, B&V will provide input to the Project Construction Manager on the detailed monthly reports for individual PROJECTS during the construction phase.

DELIVERABLES:

1. Monthly PROGRAM status reports including at minimum:
   - Program Overview
   - Program Schedule Summary
   - Critical Issues requiring decisions
   - Coordination Items
   - Project Summary Updates
   - Program Schedule Gantt Chart

3.3.4.2 **Time Control – Critical Path Method (CPM) Schedule**: B&V will employ CPM scheduling for the Master Program Schedule. Schedules will be the basic tool for managing, assessing delay impacts, and making adjustments in time and resources to recover time.

The Master Schedule will incorporate detailed schedules provided from each construction contract of the PROGRAM. The Master schedule must be accepted by the City before being given to the Engineers, Project Construction Managers, and Contractors.

B&V will use Primavera 6.0 CPM Scheduling Program for the master schedule.

DELIVERABLE:

1. Maintain continuous development and updating of the Master Program Schedule for the duration of the Program. Activities include attending necessary PROGRAM and PROJECT meetings to obtain status and updates from all stakeholders participating in the Program Schedule information.
2. Providing reporting of the schedule to Program Stakeholders on an ongoing basis.

3.3.5 **CONSTRUCTION PHASE**: Construction phase services ensure that B&V is aware of the status of the PROGRAM and the individual PROJECTS on a current basis, thus enabling B&V to provide timely and accurate support and advice to the City.

3.3.5.1 **Pre-Construction Conferences**: Attend pre-construction conferences for each construction contract delineating PROJECT procedures, requirements and constraints. B&V will attend a pre-construction conference with the City, the Project Construction Manager, and each selected Contractor to assure that the Contractor is aware of his obligations.

DELIVERABLES:

1. Attend pre-construction conferences for each construction contract.

3.3.5.2 **CPM Schedule Analysis**: B&V will use the Critical Path Method (CPM) to analyze the Contractor's proposed path for construction; and to provide an overview to the Project Construction Manager as he reviews and verifies the Contractor's progress throughout the PROJECT. B&V will perform the following:

- Review the Contractor's initial CPM submittals.
- Assist the Project Construction Manager, as necessary, to resolve construction problems and obstacles to construction.
- Update master CPM schedule to reflect changes resulting from PROJECT-specific schedule reviews.
- Prepare schedule review comments for monthly progress meetings and correspondence, as required.

The Contractor's will be required to provide the Project Construction Managers with detailed scheduling information, which will be made available to B&V. B&V will review the initial CPM schedules and all updates for coordination requirements. B&V will review the schedules' status and recommend specific actions required to correct coordination issues at the monthly schedule review meetings.

The scheduling requirements will be broken down into the following components:

- Developing master schedule
- Monitoring schedules
- Monthly updating/revising schedules

3.3.5.3 Monitoring Schedules: The Project Construction Manager for each individual PROJECT will monitor and record actual start and finish dates of all their Contractor's schedule activities. This data will be reviewed and compared during the monthly update meetings attended by B&V and recorded by the Project Construction Manager. The agreed upon dates will serve as the historical record of the PROJECT.

The Contractor will be responsible for notifying the Project Construction Manager for each individual PROJECT promptly if work is not progressing, or will not progress, as scheduled. This will enable proper notification and coordination with all parties and allow timely revisions to assure the PROJECTS are completed on time.

3.3.5.4 Monthly Updating/Revisions to Schedules: B&V, based on information provided by the Project Construction Manager for each individual PROJECT, will report PROGRAM progress to the City monthly. The reporting procedures will include a listing of activities on which the Contractor has reported activity in accordance with the format established, to the City during the month. B&V will furnish updated listings of printed reports monthly, indicating the effect of progress on the original schedule. Corrective action will be required of the Contractor to comply with the schedule and will be initiated by the Project Construction Manager for each individual PROJECT, as necessary. Where extensions in time are to be made, they will be included in the schedule revisions.

3.3.5.5 Progress Meetings: B&V will participate in the progress meetings for each PROJECT in order to understand the progress of each PROJECT and the interface with all other PROJECTS in order to communicate the coordination needs of the PROGRAM.

DELIVERABLES:
1. Participate in monthly progress meetings in order to communicate PROGRAM coordination needs among all PROGRAM stakeholders.

3.4 PRE-CONSTRUCTION SERVICES

3.4.1 Plan and Specification Review. The Consultant shall:

3.4.1.1 Review the Plans and Specifications.

3.4.1.2 Review the geotechnical report.

3.4.1.3 Review the Contractor's Dust Permit for Construction Contract compliance.

3.4.1.4 Review the Contractor's Dust Mitigation Plan for Construction Contract compliance

3.4.1.5 Review the Contractor's Storm Water Permit for Construction Contract compliance.

3.4.1.6 Forward any comments to the City Representative.

3.4.2 Pre-Construction Meetings. The Consultant's team shall:

3.4.2.1 Organize and hold periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

3.4.2.2 Organize and hold the pre-construction conference in accordance with Section 01 11 00 of the Construction Contract Project Manual.

3.4.2.3 Be responsible for taking and issuing the Pre-Construction Meeting Minutes to the City Representative and Contractor.

3.4.2.4 Be responsible for making any adjustments to the Meeting Minutes as may be deemed reasonable.

3.4.3 Pre-Construction Schedules. The Consultant shall:

3.4.3.1 Receive from the Contractor, all Schedules including Schedule of Values.

3.4.3.2 Review and provide to the City Representative and the designer comments and recommendations on the Contractor's Preliminary Progress Schedule in accordance with Section 01 32 16 of the Construction Contract Project Manual.

3.4.3.3 Review any revision to the Preliminary Progress Schedule in accordance with Section 01 32 16 of the Construction Contract Project Manual and forward comments and recommendations to the City Representative and the designer for review.

3.4.4 Pre-Construction Condition Photos. The Consultant shall:

3.4.4.1 Coordinate and execute the photographing of the existing Project conditions prior to the commencement of construction.

3.4.4.2 Develop a pre-construction photo log with related comments and provide a copy to the City Representative.

3.4.4.3 Along with the "Existing Condition" Photo Log, the Consultant shall provide a detailed condition summary for review by the City Representative and the designer.

3.4.5 Pre-Construction Document Review. The Consultant shall:

3.4.5.1 Prior to the start of construction, the Contractor shall submit the approved Project permits, as described in the permit matrix, to the Consultant for review.

3.4.5.2 Prior to the start of construction, the Contractor shall submit the approved Project bonds, as described in the bond matrix, to the Consultant for review.

3.4.5.3 Forward copies of permits and bonds to the City Representative as required.

3.5 CONSTRUCTION MANAGEMENT AND CONTRACT ADMINISTRATION

3.5.1 General. Provide full-service Construction Contract Administration during the construction phase of the Project. The Consultant shall provide staff and documentation to oversee compliance with the Contract Documents.

3.5.2 Project Field Office. The Contractor shall provide an office for Consultant use as specified in the Construction Contract Documents. The Consultant shall provide for any of their own needs not provided by the Contractor, including:

3.5.2.1 An on-site computer system and printer to manage the Project, which may be of a portable design and removed when the Consultant is not on site.

3.5.2.2 Furniture and office supplies and other furnishing needed to make the Consultant's field office available and usable for use by the Consultant's personnel and sub-consultants when they are on site.

3.5.2.3 Public notice information as required by law and the City.

3.5.2.4 Five hard hats and safety vests for City visitor's use while on site.

3.5.3 Equipment Requirements. The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:

3.5.3.1 Utility Vehicles to travel the Project site shall be provided by the City as stipulated in Article 2 above. The Consultant shall operate the vehicles in a safe manner and shall keep the vehicles clean.

3.5.3.2 A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.

3.5.3.3 Computer and communications systems required to manage the Project.

3.5.3.4 Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.

3.5.3.5 Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.

3.5.3.6 A library of reference standards applicable to the Project, see list above.

3.5.4 Resident Project Representative Services During Construction: Consultant will furnish a Resident Project Representative and assistant Resident Project Representatives. The Resident Project Representative and assistants will observe the Contractor's work and perform the services listed below. The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Consultant. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the Resident Project Representative and assistants and durations of their services are as follows:

a.	Resident Project Representative	25 Months
b.	Assistant Resident Project Representative	21 Months
c.	Mechanical Engineer	160 Man-hours
d.	Electrical Engineer	480 Man-hours

3.5.5 Site Observations and Liaison with Owner and Contractor(s)

3.5.5.1 Conduct onsite observations of the general progress of the work to assist Consultant in determining if the work is proceeding in accordance with the construction contract documents.

3.5.5.2 Serve as Consultant's liaison with the Contractor, working principally through the Contractor's superintendent, and assist Consultant in providing interpretation of the construction contract documents. Transmit Designer's clarifications and interpretations of the construction contract documents to the Contractor.

3.5.5.3 Assist Consultant in serving as Owner's liaison with the Contractor when the Contractor's operations affect Owner's onsite operation.

3.5.5.4 As requested by Consultant, assist in obtaining from Owner additional details or information when required at the jobsite for proper execution of the work.

3.5.5.5 Advise Consultant and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Designer.

3.5.5.6 Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with Owner's activities.

3.5.5.7 Assist the Contractor with gathering information needed to establish necessary baselines and control points that will be used as datum for the work. All survey and construction staking will be done by the Contractor.

3.5.5.8 Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies that do not conform to the construction contract documents.

3.5.5.9 Submit to Consultant, with a copy to Owner, weekly construction progress reports containing a summary of the Contractor's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.

3.5.5.10 During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Designer for his review and forwarding to Owner prior to final acceptance of the work.

3.5.5.11 Receive all certified payrolls submitted by Contractors and forward payrolls to Owner. Owner will be responsible for all procedures required by statue, including personnel interviews.

3.5.6 Project Contacts: The Consultant shall:

3.5.6.1 Develop and issue a list of telephone numbers, including emergency numbers for use by the City Representative, Consultant and Contractor personnel.

3.5.6.2 Oversee that public information is provided in the field office as required by law and the City.

3.5.7 Photographs. The Consultant shall:

3.5.7.1 Be responsible for thoroughly photographing the progress of construction for the duration of the Project. Photos will be taken daily, each business day, to show both activity and the lack of activity. This includes but is not limited to providing the City with a monthly progress summary showing a pictorial representation of work completed during each month. All photos will be taken with a digital camera showing the picture's date imprinted on the face of each photo and a written description of location taken, work shown or lack of work shown, problem or defect demonstrated, or other purpose of the photo.

3.5.8 Daily Reports. The Consultant shall:

3.5.8.1 Be responsible for producing, in Contract Manager and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.

3.5.8.2 Oversee that the Contractor develops its own daily report and provides such reports to the Consultant daily.

3.5.8.3 Oversee that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including: working and non-working hours on the Project site, the weather conditions and possible weather delays, name of contractors on site and number of workers for each, deliveries, equipment on site and whether it was active or idle, accidents and safety issues, inspections and tests conducted, construction activities, and work completed. The Consultant shall immediately notify the City of any safety concerns.

3.5.8.4 When Consultant determines that any of the Contractor's daily reports are inaccurate, incomplete or contain potential claim information, the Consultant shall generate a response, in Contract Manager, detailing any concerns and requested changes and will forward these documents to the City Representative for review and approval.

3.5.9 Payment Application (Review & Approval). The Consultant shall:

3.5.9.1 Review all applications for payment to verify that all invoices reflect actual work completed in accordance with the Contract Documents.

3.5.9.2 Verify that submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.

3.5.9.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Representative providing written response as to rationale in accordance with the Nevada Revised Statue (NRS). The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.

3.5.10 Project Construction Schedules (Weekly, Monthly & Revisions). The Consultant shall:

3.5.10.1 In accordance with Section 01 32 16 of the Construction Contract Project Manual, verify that the Contractor develops and submits schedules for each progress meeting whenever any of the conditions referenced are encountered.

3.5.10.2 Thoroughly review the Contractor's Baseline Schedule to verify that such schedule complies with the Construction Contract requirements. Furthermore, the Consultant shall use its construction and claims experience to verify that the Contractor's Baseline Schedule adequately depicts all of the significant work activities with reasonable timelines and with emphasis on milestone dates, construction sequencing, and operation of existing facilities during construction. Consultant's review shall not include an analysis of contractor's approach, means or methods of construction to perform the work specified in the construction contract documents.

3.5.10.3 Review all monthly progress schedules for Construction Contract compliance. In addition, the Consultant shall thoroughly review each progress schedule to verify that all changes are represented reasonably.

3.5.10.4 Generate a response, which either approves or rejects the Contractor's monthly progress schedules and provide written explanation to the City Representative for review and approval.

3.5.10.5 Maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

3.5.11 Signatures. Under no circumstances shall the Consultant sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed as received.

3.5.12 Substitutions. The Consultant shall:

3.5.12.1 Receive all requests for substitutions from the Contractor and review them for Construction Contract compliance, log them into Contract Manager, reject or forward them to the City Representative and designer for review and approval.

3.5.12.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant will forward a written notice of rejection to the City Representative for review and approval.

3.5.13 Contractor Submittals. The Consultant shall:

3.5.13.1 Prepare a Master List of all contractually required submittals and forward copies to the field office, the City Representative, and the designer for record.

3.5.13.2 Receive all Submittals from the Contractor and review each for Construction Contract compliance. In the event the submittal is received in a manner contrary to the Construction Contract requirements, the Consultant will forward a notice of rejection to the Contractor, designer and the City Representative for review and record.

3.5.13.3 Develop a Submittal Log in Contract Manager showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.

3.5.13.4 All submittals that are received in accordance with the Construction Contract requirements will be logged into Contract Manager and forwarded to the designer for review and approval or rejection.

3.5.13.5 Re-Submittals will be handled in the same manner as Submittals.

3.5.13.6 Forward all Submittals to the City Representative.

3.5.14 RFI'S. The Consultant shall:

3.5.14.1 Create and maintain in Contract Manager a Request For Information (RFI) Log.

3.5.14.2 Develop an RFI Log in Contract Manager that shows the date each RFI was received, the content of the RFI, the date forwarded to the designer and the City Representative, the date returned, the number of days with the designer, and the response and the date returned to the Contractor.

3.5.14.3 Receive all RFIs from the Contractor and log them into Contract Manager and coordinate the reply for each.

3.5.14.4 Answer RFIs that can easily be answered without a constructive change to the Construction Contract and forwarded to the City Representative for review and approval.

3.5.14.5 Immediately notify the City Representative whenever the Consultant determines that an RFI is frivolous and unwarranted.

3.5.14.6 Forward all RFIs to the City Representative for review and response.

3.5.14.7 All responses to RFIs will be routed through the Consultant who shall log them into Contract Manager.

3.5.15 Change Orders. The Consultant shall:

3.5.15.1 Create a Change Order Request (COR) log in Contract Manager.

3.5.15.2 Receive and log all Contractor submitted CORs accordingly.

3.5.15.3 Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.

3.5.15.4 Assist in the negotiations of all Change Order pricing.

3.5.15.5 Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.

3.5.15.6 In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Contract Change Directive to the Contractor and will forward copies to the City Representative and designer for review and approval.

3.5.15.7 Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all change orders that have obtained a mutually agreed upon price.

3.5.16 Field Directives. The Consultant shall:

3.5.16.1 Issue Field Directives for emergencies and items that require immediate response.

3.5.17 Coordinate Project Progress and Partnering Meetings. The Consultant shall:

3.5.17.1 Coordinate and execute all progress meetings in accordance with Section 01 11 00.

3.5.17.2 Take and draft all Progress Meeting Minutes and distribute copies to the City Representative, designer and Contractor for review and approval.

3.5.17.3 Make any reasonable and merited adjustments to the meeting minutes when requested by the Contractor and designer within the time specified.

3.5.17.4 Organize and hold any partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.

3.5.18 Notices of Non Compliance. The Consultant shall:

3.5.18.1 Issue Notices of Non-Compliance for any work activity that is not in compliance with the Contract Documents and forward copies to the City Representative and designer.

3.5.18.2 Report to Consultant, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.

3.5.19 Notices of Potential Claim. The Consultant shall:

3.5.19.1 Monitor changes of apparent integrity of the site, such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed.

3.5.19.2 Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.

3.5.19.3 Forward any and all Notices of Potential Claim to the City Representative and designer for review and record.

3.5.19.4 Develop a summary of events and submit it with the Notices of Potential Claim.

3.5.19.5 Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.

3.5.20 Quality Control – (Inspections & Material Testing). The Consultant shall:

3.5.20.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the Consultant.

3.5.20.2 Observe field tests of equipment, structures, and piping.

3.5.20.3 Review and respond to all inspections and test results with the Contractor and forward copies of each to the City Representative and designer for review and approval.

3.5.20.4 Monitor the Contractor's compliance with the approved NPDES permit and applicable Best Management Practices; issue Notices of Non-Compliance and/or notify the applicable enforcement agency, as appropriate.

3.5.21 Public Information. The Consultant shall:

3.5.21.1 Refer all public inquiries to the City Representative.

3.5.21.2 Accompany visitors representing the public or other agencies having jurisdiction over the Project pursuant to direction by the City Representative, record the outcome of these visits or inspections, and submit a report to the City Representative concerning these visits.

3.5.22 Project Documentation Control. The Consultant shall:

3.5.22.1 Develop a system in Contract Manager for logging all correspondence received and generated.

3.5.22.2 Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.

3.5.22.3 Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

3.5.23 Reporting. The Consultant shall:

3.5.23.1 Prepare a monthly progress and summary report and submit it to the City with the monthly payment request. Reference **Exhibit "B"**.

3.5.23.2 Phone the City Representative each day activity is occurring on site or outstanding issues remain unresolved, to update the City on the Project status.

3.5.24 Traffic Control. The Consultant shall:

3.5.24.1 Monitor and respond to all traffic control issues.

3.5.24.2 Review any traffic control plans submitted by the Contractor and forward them to the City with recommendations.

3.5.25 Punchlists and Substantial Completion. The Consultant shall:

3.5.25.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant will coordinate and participate in the walk through with the City Representative, designer and Contractor.

3.5.25.2 Collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.

3.5.25.3 Develop in Contract Manager a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.

3.5.25.4 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in Contract Manager and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Copies will be forwarded to the City Representative and designer for record.

3.5.25.5 Observe and verify that all punchlist items are completed in accordance with the Construction Contract requirements.

3.5.25.6 Upon proper completion of the punchlist items, the Consultant will assist in ensuring that the City Representative is properly and promptly notified to allow for Contractor payment.

3.6 PROJECT CLOSEOUT

3.6.1 General. Provide a complete record of Project documentation to the City Representative for Project closeout items such as daily reports, photos, approved payment applications, submittals, change orders, field directives, notices of non compliance, notices of potential claims, inspection and testing results, punchlist and substantial completion items, permit closeout and bond release.

3.6.2 Final Quantities and Payment. The Consultant shall:

3.6.2.1 Determine the final quantities for unit price items and forward a summary to the City Representative and designer for review and record.

3.6.2.2 To facilitate Final Payment to the Contractor, the Consultant will collect the required affidavits and related documents and issue them to the City Representative.

3.6.2.3 Obtain the Final Payment approval from the City Representative.

3.6.3 Equipment Verification. The Consultant shall:

3.6.3.1 Upon completion of the Project, observe and document that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Construction Contract requirements.

3.6.3.2 Observe and verify that all related equipment manuals are accounted for and delivered to the City Representative.

3.6.3.3 Verify that all spare parts and materials are provided and/or accounted for in accordance with the Construction Contract requirements.

3.6.4 Final Report and Delivery of Project Documentation. The Consultant shall:

3.6.4.1 Prepare a final Project summary report and forward to the City Representative.

3.6.4.2 Complete the City's Contractor evaluation form.

3.6.4.3 Deliver all electronic and Contract Manager files on computer disk (CD or DVD).

3.6.4.4 Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids and deliver to the City Representative within 30 days of final payment to the Contractor.

3.6.4.5 Provide the City Representative with a complete and final set of Construction Record Drawings.

3.7 MATERIAL TESTING SERVICES

3.7.1 GENERAL: This Scope of Services describes the services to be provided by the Consultant through a subcontract with Terracon for the services during construction of the PROJECT.

3.7.1.1 Terracon shall provide staffing and AASTHO certified lab services to provide quality control testing and inspection during construction. The Consultant shall be responsible for reviewing documentation including test reports to ensure compliance with the Contract Documents.

3.7.1.2 Upon discovery the Consultant shall immediately reject unacceptable materials during delivery or installation, and so notify the Contractor verbally and in writing within 24 hours, without prior consultation with the City Representative. Notify the City Representative as soon as practical and enter in the Daily Report.

3.7.2 DOCUMENTATION

3.7.2.1 The Consultant shall prepare Daily Reports noting the following minimum information over the course of the Project:

3.7.2.1.1 Time beginning inspection and testing.

3.7.2.1.2 Time ending inspection and testing.

3.7.2.1.3 Total man-hours for each pay rate spent for each day.

3.7.2.1.4 Tests or inspections performed.

3.7.2.1.5 Rejected materials, failed tests or inspections, re-inspections conducted, uncorrected work.

3.7.2.2 The Consultant shall immediately report to the City Representative verbally and in writing any:

3.7.2.2.1 Testing or inspection that fails specifications or requirements.

3.7.2.2.2 Missed testing or inspections.

3.7.2.2.3 Testing where there is a reasonable doubt that the future test results may not meet the specifications.

3.7.2.2.4 Construction that proceeds without the required testing or inspection.

3.7.2.2.5 Construction that proceeds after uncorrected failed test results or doubtful future results.

3.7.2.2.6 Construction that is not in compliance with the Contract Documents.

3.7.2.2.7 Structural failure or collapse.

3.7.2.2.8 Disciplinary actions taken by regulatory authorities against the Consultant or Contractor.

3.7.3 SAMPLING AND TESTING CRITERIA

3.7.3.1 Field Testing

3.7.3.1.1 The Consultant shall provide field testing for soil, aggregate, concrete, and asphalt required by the Contract Documents.

3.7.3.1.2 The Consultant shall review and maintain field-testing data and reports for contract compliance.

3.7.3.2 Laboratory Testing

3.7.3.2.1 The Consultant shall provide laboratory testing for soil, aggregate, concrete, asphalt, and pipe lining required by the Contract Documents.

3.7.3.2.2 The Consultant shall maintain all source testing data and reports, including retesting of failed tests.

3.7.3.3 Laboratory Test Results

3.7.3.3.1 Soil Tests

3.7.3.3.1.1 Terracon shall perform relative compaction test of subgrade, aggregate base grade and trench backfill for verification of compliance with the project specifications when directed by the Consultant and follow testing frequencies as shown in Paragraph 3.8.3.3.4 – Testing Requirements. Test results shall be reviewed and delivered to the Consultant prior to Terracon leaving the construction site daily.

3.7.3.3.1.2 Terracon shall retrieve samples from the Project site and perform laboratory Moisture Density tests when requested by the Consultant. Test results shall be delivered to the Consultant within 2 working days following samples being retrieved from the Project site.

3.7.3.3.1.3 Terracon shall retrieve samples from the Project site and perform laboratory Sieve Analysis tests when requested by the Consultant. Test results shall be delivered to the Consultant within 2 working days following samples being retrieved from the Project site.

3.7.3.3.1.4 Terracon shall retrieve samples from the Project site and perform laboratory R-Value tests when requested by the Consultant. Test results shall be delivered to the Consultant within 3 working days following samples being retrieved from the Project site.

3.7.3.3.1.5 Terracon shall retrieve samples from the Project site and perform laboratory Percent of Wear tests when requested by the Consultant. Test results shall be delivered to the Consultant within 2 working days following samples being retrieved from the Project site.

3.7.3.3.1.6 Terracon shall retrieve samples from the Project site and perform laboratory Plasticity Index tests when requested by the Consultant. Test results shall be delivered to the Consultant within 2 working days following samples being retrieved from the Project site.

3.7.3.3.1.7 Terracon shall retrieve samples from the Project site and perform laboratory Sulfate Content tests when required by the Consultant. Test results shall be delivered to the Consultant within 3 working days following samples being retrieved from the Project site.

3.7.3.3.2 Concrete Tests

3.7.3.3.2.1 Terracon shall perform on-site slump, temperature, air content, determination of unit weight and consistency tests for verification of compliance with the Project specifications when directed by the Consultant. Test results shall be delivered to the Consultant prior to Terracon leaving the construction site daily.

3.7.3.3.2.2 Terracon shall prepare a minimum of 5 test cylinders on the Project site at the time of concrete placement and perform laboratory compressive strength tests when requested by the Consultant. Cylinders shall be cured on-site in a cure box supplied by Terracon, for a period of 24 hours before removal. Results shall be delivered to the Consultant within 2 working days following each cylinder being tested.

3.7.3.3.3 Asphaltic Concrete Tests

3.7.3.3.3.1 Terracon shall perform on-site density tests by utilizing "Density of Bituminous Concrete in Place by Nuclear Method" ASTM D 2950 methodology at the time of asphaltic concrete placement for verification of compliance with the Project specifications when directed by the Consultant. Test results shall be delivered to the Consultant prior to Terracon leaving the construction site daily.

3.7.3.3.3.2 Terracon shall retrieve samples from the Project site and perform laboratory Extraction/Gradation tests when requested by the Consultant. Test results shall be delivered to the Consultant within 2 working days following samples being retrieved from the Project site.

3.7.3.3.3.3 Terracon shall retrieve samples from the Project site and perform laboratory Maximum Theoretical Specific Gravity tests utilizing the Rice methods, when requested by the Consultant. Test results shall be delivered to the Consultant within 2 working days following samples being retrieved from the Project site.

3.7.3.3.3.4 Terracon shall retrieve samples from the Project site and perform laboratory Unit Weight and Thickness tests when requested by the Consultant. Test results shall be delivered to the Consultant within 2 working days following samples being retrieved from the Project site.

3.7.3.3.3.5 Terracon shall retrieve samples from the Project site and perform laboratory Marshall Series tests when requested by the Consultant. Test results shall be delivered to the Consultant within 3 working days following samples being retrieved from the Project site.

3.7.3.3.4 Testing Requirements. The following requirements for material control are included as reference standards and incorporated into the scope of work. Terracon shall be responsible for the following testing methodology:

3.7.3.3.4.1 Trench Backfill – Material sampled shall be tested in accordance with the test method and frequency indicated:

1.1.1.1.1.1 *Control Test*	1.1.1.1.1.2 *Test Method*	1.1.1.1.1.3 *Frequency*
Maximum Density/Opt. Moisture	ASTM D1157	1 per soil type
Sieve Analysis	AASHTO T27	1 per soil type
Plasticity Index	ASTM D4318	1 per soil type
Liquid Limit	ASTM D4318	1 per soil type

3.7.3.3.4.2 Subgrade Material – Material sampled shall be tested in accordance with the test method and frequency indicated:

1.1.1.1.1.3.1 **Control Test**	1.1.1.1.1.3.2 **Test Method**	1.1.1.1.1.3.3 **Frequency**
Maximum Density/Opt Moisture	ASTM D1157	1 per soil type, Minimum 2
Sieve Analysis	AASHTO T27	1 per soil type, Minimum 2
Plasticity Index	ASTM D4318	1 per soil type, Minimum 2
Liquid Limit	ASTM D4318	1 per soil type, Minimum 2

3.7.3.3.4.3 Structural Fill – Material sampled shall be tested in accordance with the test method and frequency indicated:

1.1.1.1.1.3.4 **Control Test**	1.1.1.1.1.3.5 **Test Method**	1.1.1.1.1.3.6 **Frequency**
Maximum Density/Opt Moisture	ASTM D1157	1 per 10,000 cy or each soil type
Sieve Analysis	AASHTO T27	1 per 10,000 cy or each soil type
Plasticity Index	ASTM D4318	1 per 10,000 cy or each soil type
Liquid Limit	ASTM D4318	1 per 10,000 cy or each soil type
Sulfate Content		1 per 10,000 cy or each soil type
Swell Potential		1 per 10,000 cy or each soil type

3.7.3.3.4.4 Type II Aggregate Base – Material sampled shall be tested in accordance with the test method and frequency indicated

1.1.1.1.1.3.7 **Control Test**	1.1.1.1.1.3.8 **Test Method**	1.1.1.1.1.3.9 **Frequency**
Maximum Density/Opt Moisture	AASHTO T180	1 per supplier
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	ASTM D4318	1 per supplier
Liquid Limit	ASTM D4318	1 per supplier
Resistance (R-Value)	ASTM D2844	1 per supplier
Percent of Wear (500 Rev.)	ASTM C131	1 per supplier

3.7.3.3.4.5 Portland Cement Concrete – Concrete cylinders shall be cast and tested in accordance with ASTM. Material shall be sampled and tested as indicated

Portion of Work	Sampling Frequency	No. of Cylinders/Break Days
Concrete Placement	1 set per 150 c.y.	(5)/7, 28, 28, 28, H
Shrinkage	1 set per	
Sieve Analysis	ASSHTO T27	1 per supplier
Fractured Faces	Nev T230	1 per supplier
Plasticity Index	ASTM D4318	1 per supplier
Liquid Limit	ASTM D4318	1 per supplier
Percent of Wear (500 Rev.)	ASTM C131	1 per supplier

3.7.3.3.4.6 Bituminous Pavement – Material sampled during paving operation shall be tested in accordance with ASTM using Marshall Apparatus as indicated:

Control Test	Test Method	Frequency
Marshall Series	ASTM D1559	1 per day
Maximum Theoretical Density	ASTM D2041	1 per day
Asphalt Content	ASTM D2172	2 per day
Aggregate Gradation	ASTM C136 & C117	2 per day

3.7.3.3.5 Relative Compaction Testing. The following requirements for Relative Compaction Testing are included as reference standards and incorporated into the scope of work. Terracon shall be responsible for the following field relative compaction tests:

3.7.3.3.5.1 Trench Backfill – Backfill shall be tested as indicated:

3.7.3.3.5.1.1 One test per lift per 100 lineal feet of trench or a minimum of two tests per day.

3.7.3.3.5.1.2 One test per lateral.

3.7.3.3.5.1.3 A minimum of two mainline tests between structures.

3.7.3.3.5.2 Structure Backfill – Backfill shall be tested as indicated:

3.7.3.3.5.2.1 One test per lift per structure or a minimum of one test per day.

3.7.3.3.5.2.2 A minimum of one test per structure.

3.7.3.3.5.3 Subgrade – Subgrade shall be tested as indicated:

3.7.3.3.5.3.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

3.7.3.3.5.4 Structural Fill – Structural Fill shall be tested as indicated:

3.7.3.3.5.4.1 One test per 500 c.y. placed.

3.7.3.3.5.5 Type II Aggregate Base – Aggregate base shall be tested as indicated:

3.7.3.3.5.5.1 One test per 300 to 500 lineal feet per lane (12 foot width) or a minimum of two tests per street.

3.7.3.3.5.6 Curb and Gutter – Aggregate base and subgrade shall be tested as indicated:

3.7.3.3.5.6.1 One test per 500 lineal feet of curb and gutter or curb or a minimum of two per street.

3.7.3.3.5.7 Crossgutter – Aggregate base and subgrade shall be tested as indicated:

3.7.3.3.5.7.1 Two tests per complete crossgutter.

3.7.3.3.5.8 Sidewalk – Aggregate base and subgrade shall be tested as indicated:

3.7.3.3.5.8.1 One test per 500 lineal feet of sidewalk or a minimum of one per street.

3.7.3.3.5.9 Hot Plantmix Bituminous Pavement – In-place density testing of hot bituminous pavement per ASTM D2950 (Nuclear Gauge Method) shall be performed as indicated:

3.7.3.3.5.9.1 A minimum of five locations per day.

3.7.3.3.5.9.2 A minimum of 5 cores per pavement day for Unit weight density and thickness determination.

3.7.4CLOSE-OUT

3.7.4.1 The Consultant shall deliver a final report containing all test results, stamped and sealed by a Nevada professional Engineer.

3.7.4.2 Terracon shall, at no additional cost, properly retain samples for a period of one year after completion of the Project, and a longer period if so instructed by the City in which case reasonable storage charges will be negotiated prior to the time extension, or the samples delivered to the City if charges cannot be negotiated.

3.8 ADDITIONAL SERVICES

3.8.1 Other engineering services as requested by the City. The following are examples of what could be included in Additional Services.

3.8.1.1 Attend and support additional meetings beyond those budgeted for in the scope.

3.8.1.2 Additional geotechnical investigation beyond that identified in the basic scope of services.

3.8.1.3 Work identified in the Terracon scope of services as supplemental services.

3.8.1.4 System Integration (Programming) and Instrumentation & Control Construction Services, including inspections.

3.8.1.5 Provision for permit acquisition and utility approval of plans/specifications if effort is more significant than those budgeted.

3.8.1.6 Commissioning services.

3.8.1.7 Provision to attend off-site inspections and material testing.

3.8.1.8 Litigation support services.

3.8.2 Program Management Additional Services under this AGREEMENT may include, but are not limited to, the following:

3.8.2.1 Preparing investigations and studies involving, but not limited to, detailed consideration of operation, maintenance and overhead expenses; performing Design Reviews, Value Engineering studies, or Constructability Reviews; and providing startup services and training.

3.8.2.2 Technical Support: B&V shall provide technical support services on as-requested basis. The services will be provided to assist in such areas as PROJECT scopes development, design reviews, troubleshooting, claims, training, etc.

3.8.2.3 Assisting the City and the PROJECT CONSTRUCTION MANAGER with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services.

3.8.2.4 Preparing to serve or serving as a consultant or witness for the City in any litigation or other legal or administrative proceeding involving the PROJECT, unless the litigation or other proceeding is one for which B&V is required to indemnify the City under this AGREEMENT.

3.8.2.5 Assisting the City and the PROJECT CONSTRUCTION MANAGER in claims mitigation, claims management, and claims adjudication.

3.8.2.6 Extending B&V Services past the end of the Contract Term.

3.8.2.7 Safety Auditing Services.

3.8.2.8 Providing services resulting from changes which the City's Project Officer concludes are significant changes in general scope, extent or character of the PROGRAM or its PROJECTS' designs, including, but not limited to, changes in size, complexity, the City schedule; character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents.

3.8.2.9 Litigation Assistance - B&V shall be prepared to provide the necessary technical support during every phase of litigation including, claims analysis, cost assessment, preparation of and response to interrogatories, assistance in document production, review and preparation of a document data base, assistance prior to and during deposition, assistance in final negotiations, assessment of entitlement, coordination of expert witnesses, expert testimony, and other assistance.

3.8.2.10 Providing any additional technical support services not listed above.

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Agreement and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

1.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

ARTICLE 2: CERTIFICATES OF INSURANCE

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

2.2 Submit certificates of insurance to:

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

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

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

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

ARTICLE 3: MONTHLY INVOICES

3.1 Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

3.1.1 A monthly progress and summary report.

3.1.2 The Consultant's Daily Reports, with original signature of the Consultant.

3.1.3 The Consultant's daily photographs labeled and dated.

3.1.4 Current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project electronic file format.

3.1.5 Electronic copy of the Contract Manager (Expedition) database containing all Project documents generated to date.

ARTICLE 4: CLOSE-OUT PHASE – FINAL PAYMENT

4.1 Together with the Consultant's invoice for final payment, or upon termination of this Agreement for any reason, provide:

4.1.1 A final Project summary report.

4.1.2 All original documents including photographs and negatives, or printed copies and electronic files if digital, relating to the Project produced during the term of this Agreement. Provide electronic files of all documents that are electronically produced or stored. Organize and label all documents in containers.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

1.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant's work begins with the date of this Agreement. The Consultant's site mobilization shall be performed upon notification by the City Representative. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Agreement.

1.2 The Scope of Service and compensation set forth in this Agreement are based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 2: LATE AND EARLY COMPLETION

1.3 The Consultant's Total Fixed Fee for the services set forth in Exhibit "A" (Scope of Services) is based on a construction term of 720 calendar days for the Contractor to achieve Substantial Completion of the Project plus 30 calendar days pre-construction services and 60 calendar days after substantial completion for project closeout.

1.4 If the construction schedule is exceeded, the Consultant's compensation shall be adjusted in accordance with Exhibit "E" (Additional Compensation) as an Additional Service, which shall be agreed to in writing prior to rendering the Additional Services.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: FEE

1.1 TOTAL COMPENSATION

The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $3,816,480.00. This amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

1.2 BASIC SERVICES PAYMENT BASED ON PERCENTAGE OF COMPLETION OF THE SERVICES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee set forth in this Exhibit "D" (Fee Breakdown) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Services) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with the Agreement. **The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).**

Contract Task Description	Contract Task Amount
Project Management	$163,264.00
Program Coordination Services	$841,288.00
Pre-Construction Services	$45,066.00
Construction Management and Contract Administration	$1,773,134.00
Project Closeout	$64,128.00
Sub-consultant Services - Terracon	$179,600.00
TOTAL FIXED FEE	**$3,066,480.00**

1.3 ALLOWANCE FOR ADDITIONAL SERVICES

A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$750,000.00	For Additional Services required by a construction schedule overrun and for project close-out activities not accounted for in the monthly fixed fee.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

1.1 The following hourly rates are to be used as the basis for negotiation of added services, except that if added services are due to an extension of the construction schedule, the weekly rates shown in Additional Services shall be the rate basis rather than the hourly rates shown here. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Project Director	$275	Per Hour
Project / Construction Manager	$218	Per Hour
Construction Coordinator	$170	Per Hour
Lead Resident Project Representative	$141	Per Hour
Construction Engineer / Construction Inspector	$131	Per Hour
Field Office Engineer / Document Control Coordinator	$136	Per Hour
Scheduler	$148	Per Hour
Estimator	$200	Per Hour
Civil Engineer / Structural Engineer	$166	Per Hour
Mechanical Engineer	$170	Per Hour
Electrical Engineer	$187	Per Hour
Administrative Assistant	$80	Per Hour

ARTICLE 2: ADDITIONAL SERVICES

2.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICE	FIXED FEE
Weekly Rate for the services set forth in Exhibit "A" (Scope of Services) except for work under 3.2, 3.7, and 3.8, to be used for calendar adjustments to the scheduled services	$21,000.00
Weekly Rate for the services set forth in Exhibit "A" (Scope of Services) for work under 3.2, to be used for calendar adjustments to the scheduled services	$8,500.00

2.2 Additions in services due to an extension of time to the construction schedule indicated in **Exhibit "C"** (Performance Schedule) shall be based on the Weekly Rate shown herein.

2.3 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

CITY PERSONNEL

CITY REPRESENTATIVE: John Bettencourt, P.E.

CONSULTANT'S PROJECT STAFF

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

CONSULTANT REPRESENTATIVE/CONSTRUCTION MANAGER: Steven P. Henness, P.E.

OTHER PERSONNEL:

RESIDENT PROJECT REPRESENTATIVE: Scott Patrick
ASSITANT RESIDENT PROJECT REPRESENTATIVE: TBD
FIELD OFFICE ENGINEER/DOCUMENT CONTROL: Ganesh Kadam, P.E.

RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 CM as Agent)
Steven P. Henness, P.E.:

IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER (Mandatory under NRS 338 CM as Agent)
13892

CONSULTANT'S SUBCONSULTANTS

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

GEOTECHNICAL ENGINEER:

Terracon

END OF EXHIBIT "F"

EXHIBIT "G"
CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
Black & Veatch Corporation	**Construction Management - Water Pollution Control Facility Odor Control Upgrades Project**
Name **4040 S. Eastern Avenue, #330**	
Address **Las Vegas, NV 89119**	
Telephone **702/732-0448**	
EIN or DUNS **44-0605785**	**RFP#**

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See attached 11-page disclosure		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 11.

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

13 Jan 11
Date

Subscribed and sworn to before me this 13th day of January, 2011

Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
JASSIR SWATCH
No: 09-10982-1
My Appointment Expires Sept. 26, 2013

Black & Veatch Corporation

Name	Title	Home Address
Abrams, David Louis	Vice President	13102 Mackey Overland Park, KS 66213
Achenbach, John Arthur	Vice President	51 Easton Court Shelton, CT 06484
Ainsworth, Bruce Allen	Executive Vice President	4409 NE De La Mar Circle Lee's Summit, MO 64064
Amick, Mark Tyler	Vice President	12204 Wedd Overland Park, KS 66213
Anderson, James Craig	Vice President	21208 W. 95th Terr. Lenexa, KS 66220
Argo, David George	Senior Vice President	1081 East Boulder Dr. Carefree, AZ 85377
Baldwin, Edward Alan	Vice President	10819 North Hull Ave. Kansas City, MO 64154
Bennett, Helen Owen	Vice President	1221 S. Roxmere Rd. Tampa, FL 33629
Bennett, Mark Edward	Vice President	14400 Stearns Overland Park, KS 66221
Blauwiekel, Sheri Ann	Vice President	15767 S. Shannan Ln. Olathe, KS 66062
Boynton, Richard Charles	Vice President	21209 Bittersweet Lenexa, KS 66220
Brase, Myron Lee	Vice President	16621 W. 143rd Terr. Olathe, KS 66062
Burger, Brent Bernard	Vice President	9114 W. 132 St. Overland Park, KS 66213
Cabreriza, Luis Albert	Vice President	6004 W. 144th St. Overland Park, KS 66223
Canney, Steven Doyle	Senior Vice President	9715 Belinder Rd. Leawood, KS 66206
Carlson, David John	Vice President	11912 Wandsworth Tampa, FL 33626

Name	Title	Home Address
Chapman, Richard Glenn	Vice President	15785 Switzer Stanley, KS 66221
Charlton, Martin Clive	Vice President	18 Landgrove Rd Wimbledon, London SW19 7LL
Cheong, Hoe Wai	Senior Vice President	Jianguomenwai Ave Beijing, P.R.C. 100022
Cherry, Jon Dale	Vice President	508 Hyview Rowlett, TX 75088
Clark, James Howard	Vice President	1850 Calle Suenas Glendale, CA 91208
Close, Arthur	Vice President	Clink Farmhouse, Clink Frome, Sommerset BA11 2EN UK
Clum, Gregory Dwight	Vice President	8953 Tomashaw Lenexa, KS 66219
Cole, William Conoly	Vice President	7121 Hauser Shawnee Mission, KS 66216
Collins, Anthony Edwards	Senior Vice President	1a Dovecot Road Edinburgh, UK EH12 7LF
Connell, Craig Calvin	Vice President	8324 Allman Rd. Lenexa, KS 66219
Coppage, Harvey Brian	Vice President	2310 Scarlett Walk Stone Mountain, GA 30083
Crowdis, Richard Neal	Vice President	8211 W. 99th St. Overland Park, KS 66211
Dagwell, Richard James	Vice President	7 Barsden Court Cottesloc, WH6011 AUS
Daniel, Karen Loretta	President & Chief Financial Officer	11900 Pennsylvania Kansas City, MO 64145
Doane, Jonathon Winthrop	Vice President	14804 Windmill Terrace Silver Springs, MD 20905
Doull, James Douglas	Vice President	12313 Gillette Overland Park, KS 66213

Name	Title	Home Address
Duxbury, Steve Lynn	Vice President	14430 W. 146th Terrace Olathe, KS 66062
Dyro, Ralph James	Vice President	10128 Mackey Overland Park, KS 66212
Eberts III, Ralph Thomas	Senior Vice President	2160 Ridgemont Dr. Los Angeles, CA 99046
Edwards, Steven Lane	Executive Vice President	5712 Meadow Lake Parkville, MO 64152
Egger, David Francis	Vice President	3500 W. 85th St. Leawood, KS 66206
Elzey, Michael Albert	Senior Vice President	4970 Powers Ferry Rd. Atlanta, GA 30327
Erickson, Gary Michael	Vice President	8871 Prairie Knoll Longmont, CO 80503
Erington, Kerry Bryant	Senior Vice President	10219 Oakridge Overland Park, KS 66212
Feingold, Russell Abraham	Vice President	2525 Lindenwood Dr. Wexford, PA 15090
Fiddick, Herbert Duane	Associate Vice President	6407 West 83rd Street Overland Park, KS 66204
Finnigan, Orville Eugene	Vice President	13843 SW 124th Ave. Tigard, OR 97223
Foellmi, Steven Norman	Vice President	25156 Calle Del Lago Lake Forest, IL 92630
Gammill, Michael Edward	Vice President	12827 Flint Overland Park, KS 66213
Gardner, Alan Clarke	Vice President	20 Oakengrove Road Regate, Surry RH2 7BU, UK
Gast, Lawrence Allen	Vice President	6501 W. 79th Street Overland Park, KS 66204
Gaufin, Shirley	President & Chief Human Resources Officer	15232 Iron Horse Circle Leawood, KS 66224

Name	Title	Home Address
Gaumnitz, Michael Allen	Vice President	7915 Woodstone Lenexa, KS 66219
Germinder, Jr., Robert	Vice President	9815 Hocker Dr. Merriam, KS 66203
Gruber, George Patrick	Vice President	10104 W. 126th Terr Overland Park, KS 66211
Gustke, John Michael	Senior Vice President	6908 West 125th Street Leawood, KS 66209
Harris, Anne Fleishel	Vice President	849 W. 52nd Terr. Kansas City, MO 64112
Harris, David Keith	Vice President	14122 Cody St. Overland Park, KS 66211
Hart, Gary Wayne	Vice President	13723 W. 76th St. Lenexa, KS 66216
Heenan, Richard Jack	Senior Vice President	7045 Polo Hill Cumming, GA 30040
Hemken, Bradley Elwyn	Vice President	1754 E. Glencove Mesa, AZ 85203
Henderson, Ronald Eugene	Vice President	2960 Corte De Maio Walnut Creek, CA 94598
Hengel, James Albert	Vice President	12410 W. 152nd St. Overland Park, KS 66221
Hesby, James Clark	Vice President	4403 Sweetbriar Ct. Concord, CA 94521
Hill, Charles Glenn	Senior Vice President	18696 85th Place North Maple Grove, MN 55311
Hoffman, Angela Lungren	Vice President	6925 Overhill Road Mission Hills, KS 66208
Horsely, Michael Burrell	Vice President	12823 Wedd Overland Park, KS 66213
Howe, Peggy Lee	Vice President	26108 W. 109th St. Olathe, KS 66061
Hunt, David Brian	Senior Vice President	1480 Graystone Dr. Aurora, IL 60504

Name	Title	Home Address
Hutchison, Clyde Lewis	Vice President	3412 W. 122nd Terr. Leawood, KS 66209
Janchar, John Joseph	Vice President	600 E. Admiral Blvd., #1301 Kansas City, MO 64106
Johnson, Joy Delaine	Vice President	21506 W. 99th Terr. Lenexa, KS 66220
Johnson, Terry Lee	Senior Vice President	5045 W. 177th Terr Stillwell, KS 66085
Jones, William Robert	Vice President	20251 North 75th Avenue, #1067 Evergreen, CO 80439
Jordan, Terry Alan	Vice President	14307 W. 84th Terr Lenexa, KS 66215
Kamp, Alan Albert	Vice President	34 E. 107th St. Kansas City, MO 64114 Prairie Village, KS 66208
Kerns, David Eugene	Executive Vice President	4605 NW Birkdale Ct. Lee's Summit, MO 64064
Kersten, John Robert	Vice President	1294 Crow Way Apt 100 Casselberry, FL 32707
King, Richard Francis	Vice President	17922 S Miller Road Overland Park, KS 66213
Kling, Curtis Lee	Vice President	9302 W. 146th Place Overland Park, KS 66221
Knotts, Donald James	Vice President	2216 W 120th Terrace Leawood, KS 66209
Kuchenrither, Richard Daniel	Senior Vice President	13800 Goodman Overland Park, KS 66223
Kupfer, Henry Lee	Senior Vice President	23407 State Line Cleveland, MO 64734
Lampe, Les Kent	Vice President	6402 Warwick Shawnee, KS 66227
Lampitt, David Andrew	Senior Vice President	9101 W. 128th St. Overland Park, KS 66213

Name	Title	Home Address
Lapham, Leslie Clay	Vice President	1010 Ward Parkway #2 Overland Park, KS 66213
Lenertz, Roger Peter	Vice President	14334 Woodward Overland Park, KS 66223
Lewis, James Risdon	Executive Vice President	17224 W. 68th St. Shawnee, KS 66217
Lindberg, Dale Sheldon	Vice President	8402 Mullen Lenexa, KS 66215
Lloyd-Henry, Paul	Vice President	7 Newton Close Fareham, Hampshire, UK PO14 3LF
Loftspring, Peter David	Senior Vice President & Asst. Secretary	13108 Briar Leawood, KS 66209
Long, Bruce William	Vice President	11720 Glen Arbor Terrace Kansas City, MO 64114
Lusby, James Raymond	Senior Vice President	16820 Grace Drive Belton, MO 64012
Mahaffay, David Raymond	Senior Vice President	14234 N. 111th Place Scottsdale, AZ 85259
Man, Hoi Leung	Vice President	19C, Block 23 Baquio Villa Hong Kong, Rep.of China
Marek, Mark William	Vice President	8038 Swarner Dr. Lenexa, KS 66219
Martin, Peter (no middle name)	Vice President	14 Wesley Close Hurley, Surrey RH6 8JB, UK
McCarthy, Daniel William	President & CEO - B&V Water	440 W. 57th Terrace Kansas City, MO 64113
Meegan, Jennifer Lynn	Vice President	14001 Lucille Overland Park, KS 66221
Mendelsohn, David Charles	Senior Vice President	2712 W. 141st Leawood, KS 66224
Meyer, Dan Wayne	Vice President	700 W. Loughlin Dr. Chandler, AZ 85016
Mickells, Adrienne Lee	Vice President	11520 Parkhill Overland Park, KS 66210

Name	Title	Home Address
Miller, Paul Michael	Vice President	15806 Horton Ln. Overland Park, KS 66223
Miller, Stephen	Vice President	126 Longmoor Road Liphook, Hampshire, UK GU30 7NZ
Morgan, Kerry Charles	Vice President	3 Woolavington Road Puriton, Somerset, TH7 8BE UK
Morrow, Gary Donald	Senior Vice President	15368 Oakmont Overland Park, KS 66221
Mortko, Robert Andrew	Vice President	16370 W. 138th Terrace Olathe, KS 66062
Moxham, Bradley Charles	Vice President	20 Whiteway Road Newton Abbot, Devon TQ12 3HL, UK
Mundy, Donald Lee	Senior Vice President	9484 Troon Village Dr. Littleton, CO 80124
Murphy, John Edward	Vice President	15809 Ash Lane. Overland Park, KS 66224
Nott, Matthew Richard	Vice President	23 Overdale Dorking, Surrey RH5 4BT, UK
O'Connor, James Edward	Vice President	12121 Aberdeen Leawood, KS 66209
Oldenhuis, Eric Jan	Vice President & Director, Proposal Mgmt/Energy	7213 Mullen Rd. Shawnee, KS 66216
Orth, Michael Gerard	Vice President	11918 Bradshaw Overland Park, KS 66213
Oskvig, Ordean Harlow	President & CEO - B&V Energy	5820 W. 165th Street Stillwell, KS 66085
Ott, Ronald Joseph	Senior Vice President	324 South Shore Dr. Lake Winnebago, MO 64034
Perry, Michael Anderson	Senior Vice President	12704 England Street Overland Park, KS 66213
Peterson, Thomas Ross	Vice President	5830 Green Meadow Dr. Agoura Hills, CA 91301
Phillips, Steven Douglas	Vice President	9238 Lee Blvd. Leawood, KS 66206

Name	Title	Home Address
Pieschl, Stephen Ellis	Vice President	8270 W. 172nd Street Stillwell, KS 66085
Pintcke, Theodore Phillip	Vice President	103 Ravenhollow Ct. Cary, NC 27511
Plubell, Joseph Kevin	Senior Vice President	4115 Falkner Dr. Naperville, IL 60564
Pollins, Kent Dean	Senior Vice President	4158 Maple Lane Road Rives Junction, MI 49277
Prenni, Mark Anthony	Vice President	5941 NE Ruby Lane Lee's Summit, MO 64064
Price, Brian Clinton	Vice President	6236 W. 123rd Street Overland Park, KS 66209
Qadir, Shahid Sami	Vice President	8708 W. 104th St. Overland Park, KS 66212
Reed, Dennis Eugene.	Vice President	13856 W. 140th Terr. Olathe, KS 66062
Reel, Dana Vaughn	Vice President	3451 Andalusia Place Las Vegas, NV 89102
Reorda, Thomas Peter	Senior Vice President	20624 W. 96th Terrace Olathe, KS 66061
Reuss, Brent Michael	Vice President	6928 Neuhoff Lane Charlotte, NC 28269
Rinck, Leslie Philip	Vice President	3767 Hitchingpost Jackson, MI 49201
Robinson, Michael	Vice President	54 Wyke Lane Oakenshaw, West Yorkshire, UK
Rodman, Leonard Charles	President & CEO	27011 W. 108th Street Olathe, KS 66061
Rose, James Allen	Vice President	12306 S. Acuff Lane Olathe, KS 66062
Rus, Steven Edward	Senior Vice President	11513 Grant Overland Park, KS 66210
Schapker, Dennis Robert	Vice President	7618 Chadwick Prairie Village, KS 66208

Name	Title	Home Address
Schmidt, Daniel Lee	Vice President	8407 Hall Lenexa, KS 66219
Schneider, Joseph Dean	Vice President	11042 S. Whitetail Lane Olathe, KS 66061
Schonwetter, Janice Ann	Vice President	12415 Flint Street Overland Park, KS 66213
Schrimp, Mark Edward	Vice President	7980 SW Kingfisher Way Durham, OR 97224
Schubert, Bart Carl	Vice President	14328 Hayes Street Overland Park, KS 66221
Scott, Christopher William	Vice President	23 Overdale Dorking, Surrey RH54BT, UK
Seibolt, Lawrence Joseph	Senior Vice President	8167 Constance Lenexa, KS 66215
Silver, Joseph Alex	Vice President	14801 Rosewood Leawood, KS 66224
Slavens, Angela Faith	Vice President	10512 Meadow Lane Leawood, KS 666206
Smith, Haldon Edward	President - Construction & Procurement	15561 Ballentine Overland Park, KS 66221
Smith, Rodger Eugene	President - Enterprise Management Solutions	11152 S Whitetail Lane Olathe, KS 66061
Smith, Rodger Eugene	President-Strategic Sales & Mrktg	11152 S Whitetail Lane Olathe, KS 66061
Smith, Scott Rader	Vice President	3405 Rice Blvd Houston, TX 77005
Stallard, Glenn Scott	Vice President	5712 W. 128th Terrace Overland Park, KS 66209
Stamm, Jeffrey John	Vice President-Tax Counsel	11415 Acuff lane Lenexa,KS 66215
Stevens, Donald Richard	Senior Vice President	6302 W. 158th Pl. Overland Park, KS 66223

Name	Title	Home Address
Stoner, William S (no middle name)	Vice President	15604 Dawson Creek Dr. Monument, CO 80132
Tahiliani, Mohan	Vice President	12309 High Drive Leawood, KS 66209
Talib, Javid Husain	Vice President	12012 Cherokee Ln. Leawood, KS 66209
Talmage, Gary Richard	Vice President	14737 Reeds St. Leawood, KS 66209
Tan, Seng Chai	Vice President	75 Jalan Tua Kong #04-04 Singapore
Tattersall, John Michael	Vice President	8 Culford Close, Lower Earley Reading, Berkshire RG63AS, UK
Townsend, Gary Wayne	Vice President	13120 Linden Lane Leawood, KS 66209
Travers, Martin Gerald	President - Telecommunications	12616 Goddard Overland Park, KS 66213
Triplett, Timothy Wayne	Director, Executive Vice President & Secretary	11603 Mohawk Leawood, KS 66211
Trout, Jr., Kermit Edward	Vice President	5000 W. 112th Terrace Leawood, KS 66209
Unruh, Rodney Irl	Vice President	5016 W. 97th Street Overland Park, KS 66207
Van Dyke, William Russell	President - Federal Services	226 E. Montgomery St. Baltimore, MD 21230
Van Heest, Bruce Gordon	Vice President	3770 Northmeadow Rd. Jackson, MI 49201
Varma, Ashok	Vice President	9521 Loma Vista Dallas, TX 75243
Vaughan, Philip Brad	Senior Vice President & Chief Information Officer	12717 Sherwood Leawood, KS 66209
Voeller III, John George	Senior Vice President	3405 W 121st Street Lenexa, KS 66215
Waller, James William	Vice President	15729 Maple Overland Park, KS 66223

Name	Title	Home Address
Wallis-Lage, Cindy Lynn	Vice President	9930 Lee Circle Leawood, KS 66206
Walsh, Edward John	Executive Vice President	3 Snow Hill Lane Medfield, MA 02052
Webber, Matthew Dean	Vice President	16 Marksistskaya Street Moscow, Russia 109147
Weida, Paul William	Vice President	109 NW Ironbark Kansas City, MO 64145
Westermann, Kurt James	Vice President	18700 Clairmont Circle West Northville, MI 48167
Williams, Dale Everett	Vice President	8312 W. 118th Street Overland Park, KS 66207
Williams, Kenneth Lee	Sr. Vice President & Treasurer	1712 Buckingham Dr. Keller, TX 76262
Wilson, James Alan	Executive Vice President	14625 Grandview Olathe, KS 66062
Withey, Howard Greene	President & Chief Administrative Officer	16879 S. Highland Ridge Dr. Belton, MO 64012
Wood, Sheldon Ewell	Senior Vice President	1015 SE 7th Street Lee's Summit, MO 64064
Woodward, Kirk Patrick	Senior Vice President	14762 Bond Overland Park, KS 66212
Zernickow, Kent Leon	Vice President	8510 Hall Lenexa, KS 66219
Zimmerman, Larry Wayne	Vice President	7025 Mink Hollow road Highland, MD 20777

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of the First Amendment to Agreement No. 100249-DC, Prime Design Services Agreement for Angel Park Detention Basin bounded by Vegas Drive on the north, Durango Drive on the east, Venetian Strada on the south and Rampart Boulevard on the west - Department of Public Works - Award recommended to: G.C. WALLACE, INC. ($168,920 - Road and Flood Capital Projects Fund) - Wards 2 and 4 (Wolfson and Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $168,920
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On July 7, 2010 City Council approved Agreement No. 100249 for design services which included drawings, specifications, calculations, coordination, permitting and quality control reviews for the Angel Park Detention Basin Expansion. This amendment will provide for additional design services related to storm water quality features and additional hydrologic models. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

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

RECOMMENDATION:
That City Council approve the First Amendment to Agreement No. 100249-DC, Prime Design Services for Angel Park Detention Basin Expansion to G.C. Wallace, Inc. in the amount of $168,920 bringing the total Agreement amount to $497,970. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. First Amendment to Agreement No. 100249-DC
2. Certificate - Disclosure of Ownership/Principals

FIRST AMENDMENT

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and G. C. WALLACE, INC., a Consultant Engineering firm (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated July 12, 2010, (herein the "Agreement"), retaining the services of the Consultant for engineering design services more fully described therein in connection with the improvements to be constructed at the Angel Park North Detention Basin generally located on the southwest corner of Vegas Drive and Durango Drive and,

WHEREAS, since entering into the Agreement, the City desires to modify the services of the Consultant to provide additional design services related to storm water quality features and additional hydrologic models.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Agreement:

1. Exhibit "A" Scope Of Services, for detail of additional design services is hereby attached;

2. No Changes to Exhibit "B" Required Submittals;

3. Exhibit "C" Performance Schedule is hereby attached;

4. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Agreement referenced herein by $99,170, from $299.460 to $398,630;

5. Exhibit "E" Additional Compensation change is hereby amended to increase the additional compensation referenced herein by $69,750, from $29,590 to $99,340;

6. No Changes to Exhibit "F" Key Personnel List;

7. Exhibit "G" Disclosure of Ownership/Principals is attached;

8. All other provisions of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

By: _____
Kathleen C. Rainey, Manager
Purchasing and Contracts
"CITY"

G. C. WALLACE, INC.

By: _____
Calvin L. Black
Executive Vice President
"CONSULTANT"

ATTEST:

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 1/25/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A
SCOPE OF SERVICES

The items described below account for work outside the efforts already under contract for the Preliminary Design Phase and the 90% Design Phase.

Scope of Services

Task 400 – 70% Design Phase

400.1 70% Calculation Workbook – The workbook provides an intermediate step towards the preparation of the Final Design Report. Documentation of the stormwater quality design (covered above under "Stormwater Quality Design") and hydraulic analyses will be compiled and submitted in a 70% Calculation Workbook. This report will include response to comments on the Preliminary Design Phase and any information, calculations or models that were revised since the Preliminary Design Report was submitted. This will also include results from additional geotechnical borings associated with embankment modifications at three (3) locations.

400.1.2 Deliverables: Submit four (4) copies of the 70% Calculation Workbook to the City, Submit one (1) copy of the 70% Calculation Workbook to CCRFCD, Submit one (1) copy of the 70% Calculation Workbook to MWH, Submit one (1) electronic copy of the entire 70% Calculation Workbook in pdf format on CD or DVD to the City.

400.2 70% Design Phase Plans – This submittal provides an intermediate step towards the 90% Design Phase Plans will include further refinement of the Preliminary Design Phase Submittal and response to comments from the Preliminary Design Phase. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% Design Phase Plans shall include, but not be limited to the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Grading Plans
- Typical Cross Section Sheets
- Removal Plans
- Storm Water Quality Sheets
- Detail Sheets

400.2.1 Deliverables: Submit two (2) full size sets (24" X 36") and twelve (12) half size sets (11" X 17") of the 70% Design Phase Plans to the City; Submit, one (1) full size set (24" X 36") and two (2) half size sets (11" X 17") of the 70% Design Phase Plans to CCRFCD; Submit, one (1) full size set (24" X 36") and two (2) half size sets (11" X 17") of the 70% Design Phase Plans to MWH; Submit 70% Design Phase Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

400.3 70% Design Phase Construction Cost Estimate – a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant in the template provided by the City. The cost estimate breakdown by funding source may include, but is not limited to, the following:

- CCRFCD
- CLV General Fund

400.3.1 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet); Submit two (2) copies of the 70% cost estimate to CCRFCD with the 70% submittal.

Task 1000 – Stormwater Quality Design

1000.1 The stormwater quality design will consist of establishment of design requirements, based on information provided by MWH in our meeting on November 15, 2010, and providing a design for a facility. It was determined that four (4) inflow points will need stormwater quality facilities: the north and south inflow wash in the north basin, the dual 12'x12' RCB inflow at the southwest corner of the south basin, and the 84-inch storm drain at the southeast corner of the south basin.

1000.1.1 Attend two (2) coordination meetings with CLV, CCRFCD, and MWH regarding the design constraints for the stormwater quality design.

1000.1.2 Determine the Water Quality Capture Volume (WQCV) for each of the four (4) inflow points based on the sample methodology calculation recommended by MWH and provided to GCW at the November 15, 2010 meeting.

1000.1.3 Detailed Hydraulic Analysis - The Consultant shall present up to three (3) conceptual alternatives for the storm water quality facilities, and develop hydraulic models for the chosen storm water quality facilities to support the facility design. The hydraulic models will provide information on the hydraulic grade line, drain time, and other pertinent hydraulic parameters.

1000.1.4 Summarize the findings and conclusions of the water quality design into the 70% Calculation Workbook and Final Design Report at 90% level. Address comments at 100% level.

1000.1.5 Incorporate a stormwater quality design feature into the contract documents for the inflow at the four (4) specified locations.

1000.1.6 Submit to CLV and CCRFCD for review with the 70% level, 90% level, and 100% level project submittals.

Task 1100 – Probable Maximum Flood (PMF) Analysis

1100.1 Probable Maximum Flood (PMF) Analysis will consist of revising and augmenting existing hydrologic modeling including updating drainage basin mapping and HEC-1 modeling to provide analysis of the probable maximum flood (PMF) that will impact the Angel Park Detention Basin. The hydrologic analysis shall be consistent with the Clark County Regional Flood Control District's *Hydrologic Criteria and Drainage Design Manual.*

1100.1.1 Prepare PMF Analysis (including PMP calculation, determination of tributary watershed)

1100.1.2 Prepare PMF HEC-1 Model.

1100.1.3 Prepare a Drainage Basin Exhibit for the PMF basins.

1100.1.4 Review PMF flow impacts to existing spillways and evaluate conceptual options for spillway modification.

1100.1.5 Summarize the findings and conclusions of the PMF Analysis into the 70% Calculation Workbook and Final Design Report at 90% level.

Additional Compensation

Additional Compensation

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

- Additional Design Services - As required by the City, the Consultant shall perform additional design services required for the project.

- Construction Phase – may include site visits, review shop drawing submittals, and answer contractor requests for information.

- Post Construction Phase - Following completion of Project construction and within sixty (60) days of receipt of hard copies of the Contractor's as-built mark-ups made during construction, furnish to the City full size drawings, and a CD with all drawing files in AutoCAD's ".dwg" or ".dxf" format and ".pdf" format incorporating all revisions and clarification identified by the Contractor during construction and marked up on the as-built drawings. These documents shall constitute the "Record" contract documents. Each drawing sheet shall be dated and stamped to indicate "Record Drawings". The Engineer shall also return the hard copy as-built mark-ups to the City.

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

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

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

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

ARTICLE 2: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
PRELIMINARY DESIGN PHASE	127	
70% DESIGN PHASE	113	
90% DESIGN PHASE	113	
PRE-FINAL DESIGN PHASE	78	
100% DESIGN PHASE	29	
BID PHASE	60	
CONSTRUCTION PHASE	365	
TOTAL CALENDAR DAYS TO COMPLETE:	**885**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

ARTICLE 4: CONSTRUCTION SCHEDULE CHANGES

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

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

END OF EXHIBIT "C"

EXHIBIT D

BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PA	PIC	PLS/SPEC	PM	SUP DES	DES / EI2	DRA / EI1 / GIS				SURVEY		Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$160	$145	$135	$115	$100				$160				
400	**70% DESIGN PHASE**															
400.1	70% Calculation Workbook	0	3	0	32	12	64	0	0	0	0	0	0	111	$4,800.00	$19,005.00
400.2	70% Design Plans	0	2	0	21	44	16	0	0	0	0	0	0	83	$0.00	$11,215.00
400.3	70% Design Phase Construction Cost Estimate	0	0	8	0	0	0	0	0	0	0	0	0	8	$0.00	$1,280.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
400	**Subtotal Hours**	**0**	**5**	**8**	**53**	**56**	**80**	**0**	**0**	**0**	**0**	**0**	**0**	202		
400	**Subtotal Fee**	$0.00	$975.00	$1,280.00	$7,685.00	$7,560.00	$9,200.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$4,800.00	$31,500.00
1000	**STORMWATER QUALITY**															
1000.1	Stormwater Quality Design	0	12	0	132	104	200	0	0	0	0	0	0	448	$0.00	$58,520.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
1000	**Subtotal Hours**	**0**	**12**	**0**	**132**	**104**	**200**	**0**	**0**	**0**	**0**	**0**	**0**	448		
1000	**Subtotal Fee**	$0.00	$2,340.00	$0.00	$19,140.00	$14,040.00	$23,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$58,520.00
1100	**PROBABLE MAXIMUM FLOOD (PMF) ANALYSIS**															
1100.1	PMF Analysis	0	4	0	26	0	40	0	0	0	0	0	0	70	$0.00	$9,150.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
1100	**Subtotal Hours**	**0**	**4**	**0**	**26**	**0**	**40**	**0**	**0**	**0**	**0**	**0**	**0**	70		
1100	**Subtotal Fee**	$0.00	$780.00	$0.00	$3,770.00	$0.00	$4,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$9,150.00
	Total Basic Services Hours	**0**	**21**	**8**	**211**	**160**	**320**	**0**	**0**	**0**	**0**	**0**	**0**	720		
	Total Basic Services Fee	$0.00	$4,095.00	$1,280.00	$30,595.00	$21,600.00	$36,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$4,800.00	$99,170.00

EXHIBIT E
ADDITONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	PA	PIC	PLS/SPEC	PM	SUP DES	DES / EI2	DRA / EI1 / GIS	0	0	0	SURVEY	0	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$210	$195	$160	$145	$135	$115	$100	$0	$0	$0	$160	$0			
	ADDITIONAL SERVICES															
	Additional Design Services	0	100	0	200	85	85	0	0	0	0	0	0	470	$0.00	$69,750.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	**0**	**100**	**0**	**200**	**85**	**85**	**0**	**0**	**0**	**0**	**0**	**0**	**470**		
	Total Additional Services - Fee	**$0.00**	**$19,500.00**	**$0.00**	**$29,000.00**	**$11,475.00**	**$9,775.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$0.00**	**$69,750.00**

EXHIBIT G

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
G. C. Wallace, Inc.
Name 1555 S. Rainbow Blvd. Las Vegas, NV 89146
Address (702)-804-2000
Telephone 081019783
EIN or DUNS

Block 2 Description
Angel Park Detention Basin Expansion
RFP #

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James A. Duddlesten President and CEO	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James VanWoerkom Chief Financial Officer	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Calvin L. Black Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	Brian L. Schmidt Executive Vice President	1555 S. Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

James VanWoerkom, Chief Financial Officer

12/20/10
Date

Subscribed and sworn to before me this 20th day of December, 2010

Notary Public

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Agreement No. 110139-TF, Blanket Services Agreement for Environmental Consulting Services - Department of Public Works - Award recommended to: LOGAN SIMPSON DESIGN, INC. (not-to-exceed $200,000 - Various Funds)

Fiscal Impact

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

Amount: $200,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for environmental support services including coordination with the Bureau of Land Management regarding processes under the National Environmental Policy Act (NEPA) that may impact future development opportunities within the City. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Diane Simpson-Colebank - (480) 967-1343

RECOMMENDATION:
That City Council approve Agreement No. 110139-TF, Blanket Services Agreement for Environmental Consulting Services to Logan Simpson Design, Inc. in the not-to-exceed annual amount of $200,000 from date of award through February 15, 2011 with three one-year options to renew. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110139-TF
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 384-4846**, and **LOGAN SIMPSON DESIGN, INC.**, (the "Consultant"), a **Corporation,** whose address is **51 West Third Street, Suite 450, Tempe, Arizona 85281**, and fax number is **(480) 966-9232 Phone (480) 967-1343**.

WITNESSETH:

WHEREAS, the City intends to construct **ENVIRONMENTAL SUPPORT SERVICES RELATED TO BUREAU OF LAND MANAGEMENT NATIONAL ENVIRONMENTAL POLICY ACT PROCESSES** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

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

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

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.***

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

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters

into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect for one year with three one year options to renew.

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City

into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

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

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

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

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City

Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

(i) the Consultant was not a contributing cause for the suspension,

(ii) the Consultant has not received an equitable adjustment under another provision of this Agreement, and

(iii) the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of

service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

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

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

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

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

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

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

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable.

Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

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

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

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

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

State of Nevada,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC Date
City Clerk

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

John S. Ridilla 1/24/10
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Diane Simpson-Colebank, Logan Simpson Design, Inc.

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H". The Scope of Services to be provided under the terms of this Agreement addresses the City's need for environmental support services including but not limited to assistance coordinating with the Bureau of Land Management (BLM) regarding processes under the National Environmental Policy Act (NEPA) that may impact future development opportunities within the City. Future task orders may include: coordinating with BLM in the review and potential appeal of the BLM's Supplemental Environmental Impact Statement (SEIS) of the Upper Las Vegas Wash and assistance with the development of the Las Vegas District Resource Management Plan Amendment. The Consultant will furnish information regarding the environmental regulatory processes and requirements, and work with the City's environmental legal representation to provide technical review of BLM documents, evaluate the responses by BLM to comments received on the Draft SEIS and to prepare documentation in support of an administrative appeal of BLM's decisions, as necessary. The Consultant will coordinate conference calls, attend meetings and otherwise facilitate coordination with the City and/or regulatory agencies concerning the designation and management of the Upper Las Vegas Wash Conservation Transfer Area (CTA) and development of the resource management plan amendment.

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

100.3 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

200.5 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 The Performance Schedule for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The total compensation to be paid to the Consultant for performance of this Agreement shall not exceed $200,000.00. Increases to total compensation may only be authorized by written amendment to this Agreement.

400.2 The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H". The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Services) for no more than the amount of the Unit Rates set forth in this Exhibit "D" and project specific costs identified in Exhibit "E" Additional Compensation. Payment shall be made pursuant to monthly invoices submitted in accordance with the Agreement.

CLASSIFICATION	RATE	UNIT
Principal	$151	Per Hour
Biologist IV (Senior Biologist)	$135	Per Hour
Biologist III	$103	Per Hour
Biologist II	$76	Per Hour
GIS/Graphics Technician III	$81	Per Hour
GIS/Graphics Technician II	$54	Per Hour
Technical Editor	$54	Per Hour
Reimbursables identified in Exhibit "E" – NOT TO EXCEED ALLOWANCE	$40,000.00	Total

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Principal	$151	Per Hour
Biologist IV (Senior Biologist)	$135	Per Hour
Biologist III	$103	Per Hour
Biologist II	$76	Per Hour
GIS/Graphics Technician III	$81	Per Hour
GIS/Graphics Technician II	$54	Per Hour
Technical Editor	$54	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Agreement.			$0
			$0
			$0

501.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Travel costs If travel is required in performance of services under this Agreement, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of $180 per day. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these procedures.
Direct expenses related to information requests to BLM (i.e. copies, BLM staff time, etc)
Conference call services

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Agreement: **Cheng T. Shih**

600.2 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: **Bruce K. Palmer**

601.1.2 PROJECT MANAGER: Bruce K. Palmer

601.1.3 TECHNICIAN/CADD:

601.1.4 CLERICAL:

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 None identified at this time. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:	Environmental Support Services Related to BLM NEPA Processes
Blanket Agreement Date:	
Blanket Agreement Maximum Not-to-Exceed Fee:	$200,000
Total Aggregate Fee Commitments prior to this Task Order:	
Consultant's Business Name:	Logan Simpson Design, Inc.

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:.

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____
Consultant

By: _____
City

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	Logan Simpson Design, Inc.
Address	51 West Third Street, Suite 450 Tempe, AZ 85281
Telephone	(480) 967-1343
EIN or DUNS	86-0900108

Block 2	**Description**
Subject Matter of Contract/Agreement:	Environmental Support Services related to Bureau of Land Management National Environmental Policy Act Processes
RFP #:	

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Diane Simpson - Colebank President & CEO	51 W. Third Street, #450 Tempe, AZ 85281	(480) 967-1343
2.	Wayne Colebank Vice President	"	"
3.	Steve Lonide Vice President	"	"
4.	Eileen Hammond CFO / Treasurer	"	"
5.	Greg Brown Principal / Vice President	"	"
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

Eileen Hammond
Name

01.13.11
Date

Subscribed and sworn to before me this 13 day of January, 2011.

Lorraine Bueno
Notary Public

OFFICIAL SEAL
LORRAINE BUENO
NOTARY PUBLIC - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 18, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:

Approval of award of Agreement No. 110146-TF, Prime Design Services Agreement for Emergency Power Backup Systems for FS 2, 3, 4, 7 & 9 located at 900 South Durango Drive, 2645 West Washington Avenue, 420 South 16th Street, 10101 Banburry Cross Drive and 4747 North Rainbow Boulevard - Department of Public Works - Award recommended to: KGA ARCHITECTURE ($168,000 - Fire Services Capital Projects Fund) - Wards 2, 3, 4 and 5 (Wolfson, Reese, Anthony and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $168,000
Funding Source: Fire Services CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project provides for design services at five fire stations including replacement of existing stand-by generators with new generators, CMU enclosure for new generators, modification of existing landscape and irrigation. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Rick Romito - (702) 367-6900

RECOMMENDATION:

That City Council approve the award of Agreement No. 110146-TF, Prime Design Services Agreement for Emergency Power Backup System for FS 2,3,4,7 & 9 to KGA Architecture in the amount of $168,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 110146-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
EMERGENCY POWER BACKUP SYSTEMS FOR FS 2, 3, 4, 7, & 9

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 384-4846**, and **KGA ARCHITECTURE**, (the "Consultant"), a **Corporation**, whose address is **9075 W. Diablo Dr. 3rd FL, Las Vegas, NV 89148**, and fax number is **(702) 367-6900**.

WITNESSETH:

WHEREAS, the City intends to construct the **Emergency Power** Backup Systems for FS 2, 3, 4, 7, & 9 (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

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

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

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

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

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

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its Mayor, Councilmen, officers, employees and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement and copyrights claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors, agents or anyone employed the Consultant's subcontractors or agents, in the performance of this Agreement.

As part of its obligation hereunder, the Consultant shall, at is own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant, its employees, subcontractors or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including attorney fees and court costs) which is proportionate to the liability of the Consultant.

As used in this Section 10.06, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. ***Right of Consolidation.*** Any arbitration arising out of or relating to this Agreement may include, by consolidation, joinder or in any other manner, any additional party or parties who are not a party to this Agreement if so requested by the City or the Consultant. Any consent to

arbitration involving an additional party or parties shall not constitute consent to arbitrate any claim or dispute not described as a part of the original arbitration unless otherwise agreed to by the parties.

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Kadilla 1/31/11

Deputy City Attorney Date

CITY OF LAS VEGAS

By_____

Kathleen C. Rainey, Manager, Purchasing & Contracts

CONSULTANT

By_____

Ed Kittrell, Jr., AIA, President, KGA Architecture

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein.

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as:

100.2.1.1 Site address: FS 2, 900 S. Durango Dr. FS 3, 2645 W. Washington Ave. FS4, 421 S. 15th St. FS7, 10101 Banburry Cross Dr. FS7 4747 N. Rainbow Blvd.

100.2.1.2 Entire area of assessor's parcel number(s): Varies

100.2.1.3 Gross site acreage: Varies

100.2.1.4 Offsite improvement area: Varies

100.2.1.5 As shown on the attachment to this Exhibit 'A', titled EPowerBackupPlans

100.2.1.6 Individual Fire Station Scope:

a) **City of Las Vegas Fire Station 2**

The scope of work at this facility includes the following:

- Replace existing stand-by generator with a new generator
- Construct CMU enclosure for a new generator (security lid is not required)
- Modify existing site landscape and irrigation as necessary to accommodate the new CMU enclosure
- Add new landscaping to screen Northeast windows from sun exposure

b) **City of Las Vegas Fire Station 3**

The scope of work at this facility includes the following:

- Review existing switch gear to confirm adequate capacity for new generator and upgrade if necessary
- Replace existing stand-by generator with a new generator.
- Construct CMU enclosure for a new generator with a security chain-link lid
- Modify existing building mechanical distribution system to provide supply air into main switch gear room
- Landscape modifications will not be required at this facility

c) **City of Las Vegas Fire Station 4**

The scope of work at this facility includes the following:

- Replace existing stand-by generator with a new generator
- Construct CMU enclosure for a new generator with a security chain-link lid
- Modify existing site landscape and irrigation as necessary to accommodate the new CMU enclosure

d) **City of Las Vegas Fire Station 7**

The scope of work at this facility includes the following:

- Replace existing stand-by generator with a new generator
- Construct CMU enclosure for a new generator (security lid is not required)
- Modify existing site landscape and irrigation as necessary to accommodate the new CMU enclosure

e) **City of Las Vegas Fire Station 9**

The scope of work at this facility includes the following:

- Replace existing stand-by generator with a new generator
- Construct CMU enclosure for a new generator with a security chain-link lid
- Modify existing site landscape and irrigation as necessary to accommodate the new CMU enclosure

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:
100.3.1.1 Approximate gross building square footage: Varies
100.3.1.2 Improvement description: Add new Emergency Power Backup systems to Fire Station 1, 3, 4, 7, and 9.

100.4 CONSTRUCTION COST BUDGET

100.4.1 Construction Cost Budget: **$1,400,000.00**

100.5 CHANGES TO SCOPE OR SERVICES

100.5.1 The following scope of services is in addition to the scope required elsewhere in this Agreement. This scope is to be considered preliminary and may be altered as the Project develops.

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

100.5.3 CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Agreement by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.5.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Agreement and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.6 GENERAL REQUIREMENTS

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

100.6.2 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD Release 2004 or newer release in accordance with industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

100.6.5 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.6.6 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an

affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements per the Agreement.

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

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

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

100.6.10 The professional services to be rendered by the Consultant under this Agreement shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

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

100.6.12 All work shall be in full compliance with the applicable City of Las Vegas "**Design Standards for Buildings, Parks, and Parking Facilities**" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

100.6.13 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

100.6.14 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.6.15 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

100.7 DEFINITIONS

100.7.1 "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.7.2 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.3 "Drawings and Specifications" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.8 CITY'S REVIEW PROCESS

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

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

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

100.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: THE CITY'S RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

101.2.4 Any other information required to complete the work, as available, which is not in the Consultant's Scope of Services.

101.2.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

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

102.1.1 Responsibilities Specific to this Project for Various Phases

102.1.2 Schematic Design and Master Planning Phase

102.1.3 Construction Document Phase

102.1.4 Bidding Phase

102.1.5 Construction Administration Phase

102.1.6 Post Construction Phase

ARTICLE 103: RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1.1 COST ESTIMATES

103.1.1.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. Independent estimates shall be prepared by an outside firm specializing in providing construction estimate services, and who is not a part of or an employee of the Consultant's firm. Provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. Reconcile each successive estimate to the one provided at the preceding submittal. Provide the estimate in the format and breakdown designated by the City. Work with the City to reconcile the Consultant's estimates with the City's staff, consultants, and contractor's estimates. Should the Consultant and City disagree on the appropriate contingencies to include in the Construction Cost Estimate for market factor and escalation, the City's estimated factors will be used to determine the Construction Cost Estimate.

103.1.1.2 If at any time during the course of the Project it becomes evident that the Construction Cost Estimate exceeds the Construction Cost Budget, notify the City and propose design solutions that will bring the Project within the Construction Cost Budget. Execute approved solutions as required at no additional costs to the City.

103.1.2 GOVERNMENTAL AND AGENCY APPROVALS

103.1.2.1 SCOPE OF SERVICES. Prepare, submit and gain approval of all governmental and agency approvals required for completion and occupancy of the Project, unless specifically noted otherwise in this section:

103.1.2.1.1 Site Development Plan Reviews. Provide all applications, documentation, submittals and meeting representation for the Planning Department's Site Development Plan Reviews, including those required by review boards such as Summerlin, Centennial Hills, redevelopment agencies, historical review boards and similar organizations where applicable to the site and Project.

103.1.2.1.2 Utilities. Provide all applications, documentation, submittals, coordination and representation for all Project required utility designs.

103.1.2.1.3 Authority to Construct Certificate. All determinations as to need and required applications, documentation, calculations, timely submittals, coordination, and hearing representation. The City will provide the Consultant with any required fees payable to Clark County.

103.1.2.2 SUBMIT, REVIEW AND INCORPORATE. Submit progress and final Construction Documents, applications, and other required documentation to all required utility companies, regulatory authorities and governmental agencies having jurisdiction over the Project at the

earliest opportunity in the completion of the documents. Submitted documents shall be sealed and signed by the engineers and architects of record in the State of Nevada as required by the City, utility and governmental agency. During the progress of the design documents, conduct design review meetings with the utility and governmental agencies whenever allowed by their review processes. Coordinate and incorporate design review comments and corrections into the documents in an expeditious manner, track the approval process and report status to the City Representative on no less than a weekly basis until approved, and notify the City in writing of any approval not given by a regulatory agency, noting the efforts made to secure such approval. Update the Construction Cost Estimate to account for revisions made.

103.1.2.3 FEES. Notify the City of any required utility, application, permit and review fees, which shall then be the responsibility of the City to pay.

103.1.2.4 CAPITAL PROJECT MANAGEMENT SECTION NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the Capital Project Management Section of the Department of Public Works, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Capital Project Management Section does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Capital Project Management Section. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City.

103.1.2.5 APPROVAL. The City shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

ARTICLE 104: SCHEMATIC DESIGN (SD) PHASE

104.1.1 Upon authorization by the City to proceed with the Schematic Design Phase, the Consultant shall:

104.1.1.1 REVIEW. Review the program, schedule and Construction Cost Budget confirmed by the City to ascertain the requirements of the Project and arrive at a mutual understanding of such requirements with the City. Conduct a preliminary evaluation of the City's program, schedule and Construction Cost Budget requirements, each in terms of the other and advise the City of any problem issues.

104.1.1.2 DESIGN ALTERNATIVES. Based on the mutually agreed upon program, schedule, and Construction Cost Budget, the Consultant shall prepare preliminary design studies consisting of drawings and other documents illustrating the scale and relationship of each component of the Project. Review with the City Representative, alternative approaches to the design, theming, phasing, and construction of the Project.

104.1.1.3 INTERIM ESTIMATE. If and when requested by the City during the Schematic Design Phase, prepare an interim Construction Cost Estimate of the design alternatives, to confirm the feasibility of the Project program and design, as an Additional Service.

104.1.1.4 SPECIFICATIONS. Prepare schematic level outline specifications that describe the quality of construction materials proposed for the design.

104.1.1.5 ESTIMATE. Prepare a schematic level Construction Cost Estimate.

104.1.1.6 REVIEWS. Participate in design review meetings in which the City will discuss comments generated during the review of the Alternative Designs, Specifications, and Construction Cost Estimate. Incorporate the City's review comments. All incorporated changes shall be fully coordinated within and between disciplines.

104.1.1.7 SCHEMATIC DESIGN, SCOPE AND BUDGET REPORT. Prepare a formal bound report using the City's standard format for graphics and content. The report shall include the following:

104.1.1.7.1 Schematic drawings including site master plan, floor plans, elevations, sections, and other drawings indicating colors, materials, and finishes, as necessary to describe the Project.

104.1.1.7.2 Outline specification.

104.1.1.7.3 Project Budget (provided by City).

104.1.1.7.4 Construction Cost Estimate.

104.1.1.7.5 Project Schedule (provided by City).

104.1.1.8 Provide six (6) copies of this report as well as the other required document submittals not included in the report from this phase.

104.1.1.9 REVIEW. Participate in a Design Review Meeting in which the City will present and discuss comments generated during review of the Scope and Budget Report. Comments regarding the Scope and Budget Report shall be incorporated into the Design Development

Submittal. The City shall give written approval of the final Scope and Budget Report prior to the Consultant proceeding with the Construction Document phase.

ARTICLE 105: CONSTRUCTION DOCUMENTS (CD) PHASE

105.1.1 Upon authorization by the City to proceed with the Construction Documents Phase, the Consultant shall:

105.1.1.1 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Submittal, review comments and any further adjustments in the scope or quality of the Project or in the Construction Cost Budget authorized by the City, the Consultant shall prepare for review and approval by the City the plans, drawings, specifications, and other documents related to the Project (collectively the "Construction Documents"), including the General Conditions provided by the City, which set forth in detail the requirements for the construction of the Project. The Construction Documents shall be technically sound and in conformance with federal, state and local laws, and shall not violate or infringe upon any patent rights. The Consultant agrees to revise or correct any deficiency or error in the Construction Documents. The City's approval of the Construction Documents, or any portion thereof, shall not relieve the Consultant of responsibility for the professional and technical accuracy of such documents.

105.1.1.2 BID DOCUMENTS. The Consultant shall assist the City in the preparation of the bidding documents, including but not necessarily limited to, the bid proposal form and the supplemental specifications (collectively the "Bid Documents"), which are to be included in the agreement between the City and Contractor. The Bid Documents and the Construction Documents together comprise the "Contract Documents."

105.1.1.3 ESTIMATES. Prepare and submit a detailed Construction Cost Estimate at the 50 percent, 90 percent, and 100 percent CD Submittals. Estimates must be prepared by an experienced professional construction estimator with a thorough knowledge of the local construction market. The Consultant shall advise the City of any adjustments to the Construction Cost Budget indicated by changes in the Construction Documents or resulting from a change in general market conditions.

105.1.1.4 CONSTRUCTION SCHEDULE. Estimator shall include with the 90 percent Construction Cost Estimate the number of calendar days required for the Contractor to complete the Work, to be used in the bid documents and construction contract.

105.1.1.5 REVIEWS. Respond to all design review comments prior to each successive submittal. Incorporate requested changes into appropriate documents. Fully coordinate all changes within and between disciplines. The Consultant's design team shall participate in design review meetings in which the City will present and discuss comments generated during review of the 50 percent and 90 percent CD Submittals.

105.1.1.6 CONSTRUCTABILITY AND BIDABILITY REVIEWS. Should the City conduct constructability and bidability reviews of the documents using City personnel, consultants, contractors or others, the Consultant shall meet, cooperate and coordinate with the reviewers, and promptly respond to and correct all deficiencies as directed by the City, at no additional cost to the City.

105.1.1.7 CD SUBMITTALS. Provide ten (10) copies each of 50 percent, 90 percent and 100 percent final documents from this phase, and provide five (5) copies each at 70 percent final documents to the City for review and comment.

105.1.1.7.1 Prepare 50 percent Construction Documents, including the following:

105.1.1.7.1.1 General

105.1.1.7.1.1.1 Completed title sheets, abbreviations, legends and site plans.
105.1.1.7.1.1.2 Responses to 100 percent Construction Document review comments and incorporation into the documents as required.
105.1.1.7.1.1.3 Incorporation of all requirements and specific direction given by the City prior to the 50 percent CD Submittal.
105.1.1.7.1.1.4 Reference of all applicable codes, Project data and design numbers for rated assemblies.

105.1.1.7.1.2 Landscape

105.1.1.7.1.2.1 Landscaping plans denoting all materials and sizes.
105.1.1.7.1.2.2 Irrigation plans with sizing of all piping.
105.1.1.7.1.2.3 Details with references to the plans.

105.1.1.7.1.3 Architectural

105.1.1.7.1.3.1 Plans with all dimensions and finishes noted.
105.1.1.7.1.3.2 All elevations and sections.
105.1.1.7.1.3.3 Enlarged plans of specific rooms or areas as needed to accurately portray the work.

105.1.1.7.1.3.4 Interior and exterior details.
105.1.1.7.1.3.5 All section and detail bubbles completed to indicate the location of the sections and details.

105.1.1.7.1.4 Structural

105.1.1.7.1.4.1 Foundation plans including all dimensions.
105.1.1.7.1.4.2 Complete section and detail sheets.
105.1.1.7.1.4.3 Final calculations required to meet this level of completion.

105.1.1.7.1.5 Mechanical/Plumbing

105.1.1.7.1.5.1 All air flow quantities noted.
105.1.1.7.1.5.2 All mechanical equipment and fixture schedules completed.
105.1.1.7.1.5.3 All pipe sizes noted.
105.1.1.7.1.5.4 Cathodic protection requirements specified.
105.1.1.7.1.5.5 Points-of-connection including invert elevations.
105.1.1.7.1.5.6 Completed riser diagrams.
105.1.1.7.1.5.7 All control diagrams shown and completed.
105.1.1.7.1.5.8 All details completed and referenced to the plans.
105.1.1.7.1.5.9 Final calculations required to meet this level of completion.

105.1.1.7.1.6 Electrical

105.1.1.7.1.6.1 All power, lighting and auxiliary systems plans reflecting complete circuiting.
105.1.1.7.1.6.2 Required single line drawings.
105.1.1.7.1.6.3 Completed panel schedules.
105.1.1.7.1.6.4 Electrical room details showing equipment in plan and elevation.
105.1.1.7.1.6.5 All special systems including grounding wells.
105.1.1.7.1.6.6 All details completed and referenced to the plans.
105.1.1.7.1.6.7 Fire alarm riser diagrams and zone schedules.
105.1.1.7.1.6.8 Final calculations required to meet this level of completion.

105.1.1.7.1.7 Specifications

105.1.1.7.1.7.1 Completed Project Specification sections (Parts 1, 2 and 3) for each discipline.
105.1.1.7.1.7.2 Final form technical specifications in CSI format.

105.1.1.7.2 **Prepare 70 percent Construction Documents,** including the following:

105.1.1.7.2.1 Complete Drawings and Specifications as required to reach a mid-point in the completion of the documents between the 50% and 90% requirements.

105.1.1.7.3 **Prepare 90 Percent Construction Documents,** including the following:

105.1.1.7.3.1 Drawings

105.1.1.7.3.1.1 Complete drawings containing all the information listed in the preceding 50 percent Construction Documents section developed to 90% of final Ready to Bid drawings.

105.1.1.7.3.2 Specifications

105.1.1.7.3.2.1 Complete specifications. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

105.1.1.7.3.3 Calculations

105.1.1.7.3.3.1 Complete, structural, mechanical, and electrical calculations.

105.1.1.7.3.4 General

105.1.1.7.3.4.1 Incorporation of all requirements and specific direction given to the Consultant prior to the 90 percent CD Submittal.

105.1.1.7.4 Identify the need for special inspection services and specify types of special inspection required in the Construction Documents.

105.1.1.7.5 Prepare Final Construction Documents, including the following:

105.1.1.7.5.1 Drawings

105.1.1.7.5.1.1 Complete drawings, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada.

105.1.1.7.5.2 Specifications

105.1.1.7.5.2.1 Complete specifications, READY FOR BID stamped and signed by the architects and engineers of record registered in the State of Nevada. All sections shall be accurately cross-referenced and Divisions 0 and 1 shall be correctly incorporated.

105.1.1.7.5.3 Calculations

105.1.1.7.5.3.1 Complete, structural, mechanical, and electrical calculations, stamped and signed by the engineers of record registered in the State of Nevada.

105.1.1.7.5.4 General

105.1.1.7.5.4.1 The Consultant shall incorporate all requirements, specific directions, changes and corrections made by the City and regulatory authorities and agencies into the Final Construction Documents Submittal. The Consultant shall provide the City a "Yellow Line" over "Red Line" corrections drawing check set or other quality control evidence confirming that all of the requirements, directions, changes and corrections have been incorporated into the documents.

105.1.1.7.5.4.2 The City shall give written approval of the final, corrected, Construction Documents prior to the Consultant proceeding with submittals to the City Purchasing Division for bidding or negotiation. The Consultant shall not be responsible for reproduction costs of the Contract Documents submitted, except as specifically required in **Exhibit "A"** and **Exhibit "B"**.

ARTICLE 106: BIDDING PHASE

106.1.1 With approval of the Construction Documents and of the latest Construction Cost Estimate, the City shall obtain bids or negotiated proposals and prepare the Construction Contract for the Project.

106.1.2 If the Bidding or negotiation Phase has not commenced within 90 days after the Consultant submits the final, corrected Construction Documents incorporating all permit plan check comments and regulatory requirements to the City ready for bidding, the Construction Cost Budget may be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the City and the date on which proposals are sought.

106.1.3 Upon authorization by the City to proceed with the bidding phase, the Consultant shall:

106.1.3.1 While the Project is being advertised for bids, all questions concerning intent shall be referenced to the City for resolution. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by the Consultant for decisions by the City as to the proper procedure required. Corrective actions taken will be either in the form of an addendum prepared by the Consultant and issued by the City, or by a construction change directive issued after award of the Construction Contract. In either case, Consultant shall prepare all necessary documents at no additional cost to the City, and update the Construction Cost Estimate. All documents shall be prepared on 8-1/2" X 11" size paper unless otherwise approved in writing by the City.

106.1.3.2 Addendum revisions shall be made on the appropriate CAD drawing or word-processing specification files, and then electronically clipped out for issuance in 8-1/2" X 11" format. Revisions shall be indicated and logged on each document. Consultant shall maintain a log of all revisions to the documents.

106.1.3.3 Attend and participate in the Pre-bid meeting.

106.1.3.4 Participate in bid evaluation and recommendations.

106.1.4 The City shall advise the Consultant of the award of the Construction Contract, and establish a Pre-Construction Conference.

ARTICLE 107: CONSTRUCTION ADMINISTRATION PHASE

107.1.1 The Construction Phase for the Project will commence with the City's issuance of the "Notice To Proceed" to the Contractor for the Project and, together with the Consultant's obligation to provide the services under Article 1 and, if applicable, Article 2 shall terminate with the final payment to the Contractor or in the absence of the submission of a final certificate for payment or of such due date, sixty days after the date of Substantial Completion of the Project, whichever first occurs.

107.1.2 CONSTRUCTION PROJECT REPRESENTATIVE. The individual designated as the City's Construction Project Representative is indicated in **Exhibit "F"** (Key Personnel List), or if no name is so indicated, the Consultant shall be notified in writing by the City as to the individual designated as the Construction Project Representative. The Construction Project Representative shall, during the Construction Phase, have complete authority to receive information, transmit instructions on behalf of the City Representative, to coordinate weekly construction site meetings and represent the City in the completion of the Project. The Construction Project Representative shall be responsible for writing and distributing minutes of construction meetings, or shall delegate such responsibilities to other consultants.

107.1.3 Upon authorization by the City to proceed with the construction phase, the Consultant shall:

107.1.3.1 MEETINGS. Attend and participate in the Pre-Construction Conference with the Construction Contractor. The Consultant's construction administration team shall participate in periodic "Partnering Meetings" with the City and the Construction Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Attend and participate in Construction Progress Meetings, weekly or more frequently as requested by the City. Meeting dates, times, and place will be determined by the City.

107.1.3.2 SITE VISITS. Visit the Project site at such intervals as are appropriate to the stage of construction for the Project or as otherwise agreed upon in writing by the parties hereto in order to become familiar with the progress and quality of the construction and to determine if the construction of the Project is proceeding in accordance with the Contract Documents. These visits shall average once a week throughout the period of the Construction Contract. In coordination with the Contractor's use of the site, Consultant shall have access to the site during construction of the Project.

107.1.3.3 DEFECTIVE WORK. Advise the City of any defects or deficiencies in work by the Construction Contractor that the Consultant observes while visiting the site. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written instrument. The Consultant shall have no authority to issue instructions on behalf of the City, or to deputize another to do so. Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Consultant and Contractor shall communicate through the City's representatives.

107.1.3.4 PAYMENT APPLICATIONS. If requested by the City, the Consultant shall review each Application for Payment submitted by the Contractor based on the Consultant's observations of the progress of construction of the Project, and certify the amounts due there under. The Certification for Payment shall constitute a representation by the Consultant to the City, based on the Consultant's observations at the Project site and on the data comprising the Contractor's Application for Payment, that the construction of the Project has progressed to the point indicated in the Application and that, to the best of the Consultant's knowledge, information and belief, the quality of the construction of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (i) an evaluation of the construction of the Project for conformance with the Contract Documents upon Substantial Completion of the Project, (ii) results of subsequent tests and inspections, (iii) minor deviations from the Contract Documents correctable prior to completion and (iv) specific qualifications expressed by the Consultant. The issuance of the Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of the Certificate for Payment shall not be a representation that the Consultant has (i) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction of the Project, (ii) reviewed the construction means, methods, techniques, sequences or procedures, (iii) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment or (iv) ascertained how or for what purpose the Contractor has used money previously paid by the City to the Contractor.

107.1.3.5 DOCUMENT REVISIONS. During construction, promptly furnish all necessary additional drawings for supplementing, clarifying and correcting purposes. Revisions shall be made on the full size CAD drawing or complete word-processing specifications files, and then electronically clipped out for issuance. Revisions shall be indicated and logged on each document by clouding the affected area and delta revision symbol. The Consultant shall maintain a log of all revisions to the documents detailing the reference document and detail, title, revision delta with date, revision type, and a thorough description of the change. If the City should decide to bid the documents prior to completion of the permit plan check process, the Consultant shall promptly provide the Contractor with a log of revision detailing the variations between the bid set of documents and the permit issued set, in a format acceptable to the City and Contractor, immediately upon completion of the permit plan check process.

107.1.3.6 SUBSTITUTIONS. The Consultant's basic services shall include evaluations of any substitutions proposed during the construction period and performing the revisions to the Contract Documents required by such substitutions, including presentation to the City and other local agencies whenever required to obtain approval and/ or permits for construction of such substitution.

107.1.3.7 INTERPRETATIONS. If requested by City, promptly render interpretations which may be necessary for the proper execution or progress of the construction of the Project and render written decisions on all claims, disputes and other matters in question between the City and the Contractor which relate to the execution or progress of the construction of the Project or the interpretation of the Contract Documents. All such interpretations and decisions of the Consultant shall be consistent with the intent of, and shall be reasonably inferable from, the Contract Documents and shall be in writing or the form of drawings.

107.1.3.8 RFI. Promptly respond to Requests for Information (RFIs). The work shall address all RFIs submitted including without limitations Contractor errors, repairs, suggestions, fixes and alternate means of construction, field/site conditions, seemingly frivolous and out of scope requests, and issues relating to document errors and omissions. Determination of appropriate methods and means of construction remain the responsibility of the Contractor.

107.1.3.9 SUBMITTALS. Promptly review and approve submittals, samples and shop drawings for compliance with the Construction Documents. This work shall include submittals and shop drawings submitted for specified products and products submitted as a "substitution" or under an "or equal" under the Substitution requirements of Section 01600 provision of the specifications. A prompt turn-around time from receipt by the Consultant to dispatch by the Consultant as to cause no delay in the construction of the Project is mandatory for review and distribution. After three (3) submittals, if the same item has not been approved, the City shall be separately notified of such in writing.

107.1.3.10 CHANGE ORDERS. Promptly review, comment on, approve, and sign Change Orders and Construction Change Directives with supporting documentation and data as deemed necessary by the Consultant for the City's approval and execution in accordance with the Contract Documents. Should the Consultant determine that a proposed Change Order or Construction Change Directive is excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations, the Consultant shall so comment to the City in writing at the time of the required prompt proposal processing, and the Consultant's failure to comment at that time shall be construed as the Consultant's approval of the proposal.

107.1.3.11 SUBSTANTIAL COMPLETION. Conduct observations to determine the date or dates of Substantial Completion and the date of final completion, and sign the Certificate of Substantial Completion.

107.1.3.12 PUNCHLISTS. Participate in the development and resolution of Punch Lists.

107.1.3.13 TURN-AROUND TIMES AND CONSULTANT RESOURCES. The Consultant agrees to provide Construction Administration phase services in accordance with the following provisions, and shall require and provide response times from subconsultants to meet these provisions. The following provisions do not require or imply Consultant services in addition to those otherwise required by this Agreement and do not authorize any Additional Services.

107.1.3.13.1 RFIs and SUBMITTALS, FORWARDING. Forward RFIs and submittals requiring review or response by subconsultant(s) of the Consultant within 1 working day of receipt. (For example, receipt on Friday at 3 P.M. must be forwarded no later than 3 P.M. on Monday.)

107.1.3.13.2 RFIs and SUBMITTALS, REVIEWING. For RFIs and submittals requiring review by or response from the Consultant, begin work on request within 1 working day of receipt (unless the City requests an immediate response) and diligently continue work, uninterrupted by other project commitments or work assignments, until review or response is completed and distributed.

107.1.3.13.3 RFIs and SUBMITTALS, MAXIMUM TURN-AROUND TIMES. Unless an exception is requested by the Consultant and granted by the City for unusual items or issues requiring additional time, Consultant shall thoroughly and completely respond to **RFIs within 5 calendar days** and **submittals within 10 calendar days** of receipt. Maximum turn-around times include any needed reviews by Consultant's subconsultants. Unless requested, do not provide partial responses. If request is unclear in any regard, review and respond to the maximum extent possible when requesting clarification and additional information.

107.1.3.13.4 PROJECT DELAYS. Immediately provide additional support resources as needed to prevent potential and cure occurring construction delays (regardless of whether delay claim is submitted) related to Consultant services, at no additional cost to the City.

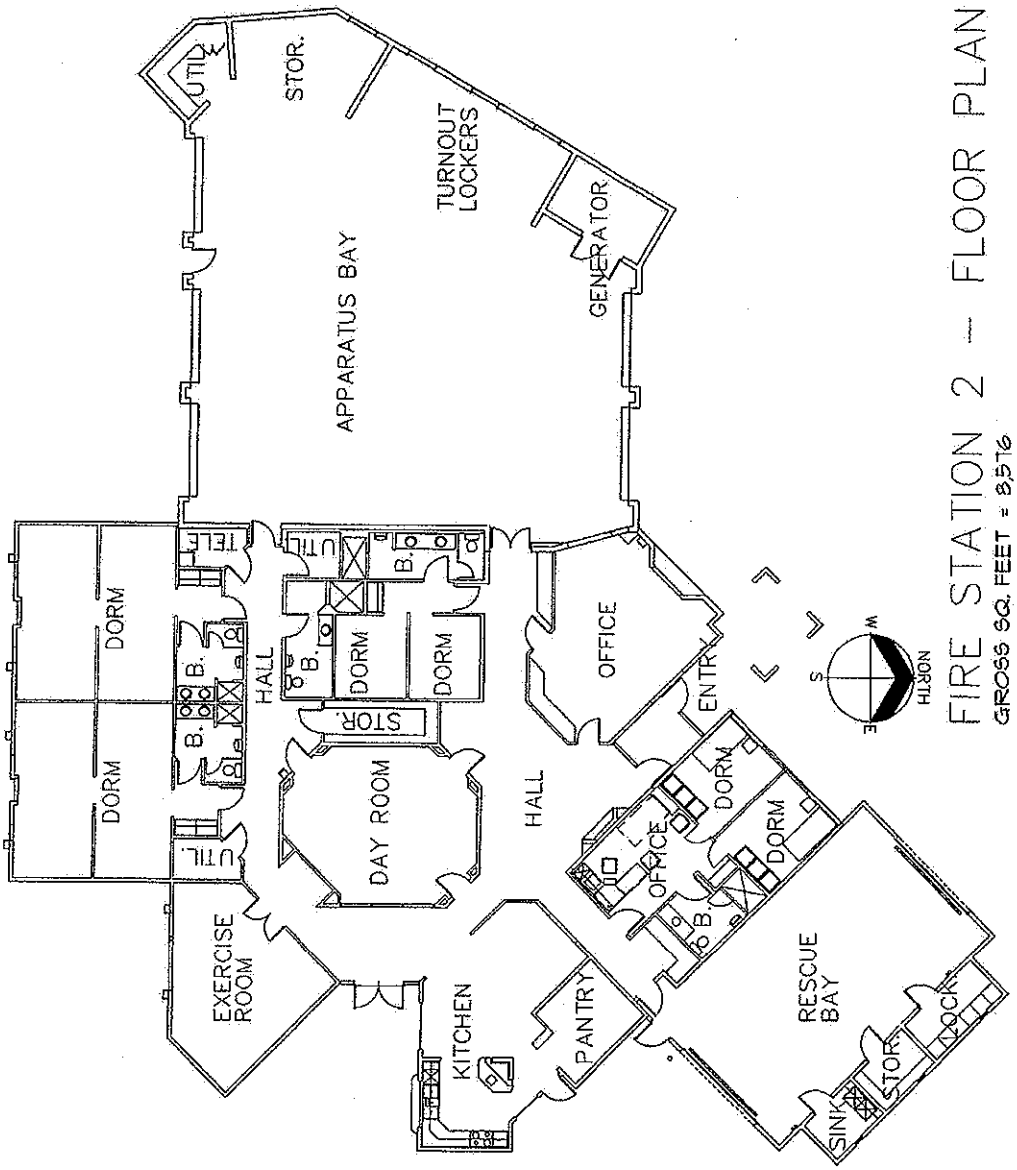
ARTICLE 108: POST CONSTRUCTION PHASE

108.1.1 The Consultant shall provide the following scope of services:

108.1.1.1 RECORD DOCUMENTS. Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and co-ordination items submitted by the Contractor using the software package AutoCAD. The Consultant shall prepare and submit one (1) set of completed documents in electronic and signed (but not sealed) on reproducible mylar or acid-free bond format to the City.

108.1.1.2 WARRANTY. Participate in warranty reviews, including reviews during any staggered warranty periods and a warranty walk-through eleven months after warranty commencement. Assist the City in the development and resolution of a warranty issues list. Consultant shall include this provision in subconsultant agreements for the Project.

EPowerBackupPlans



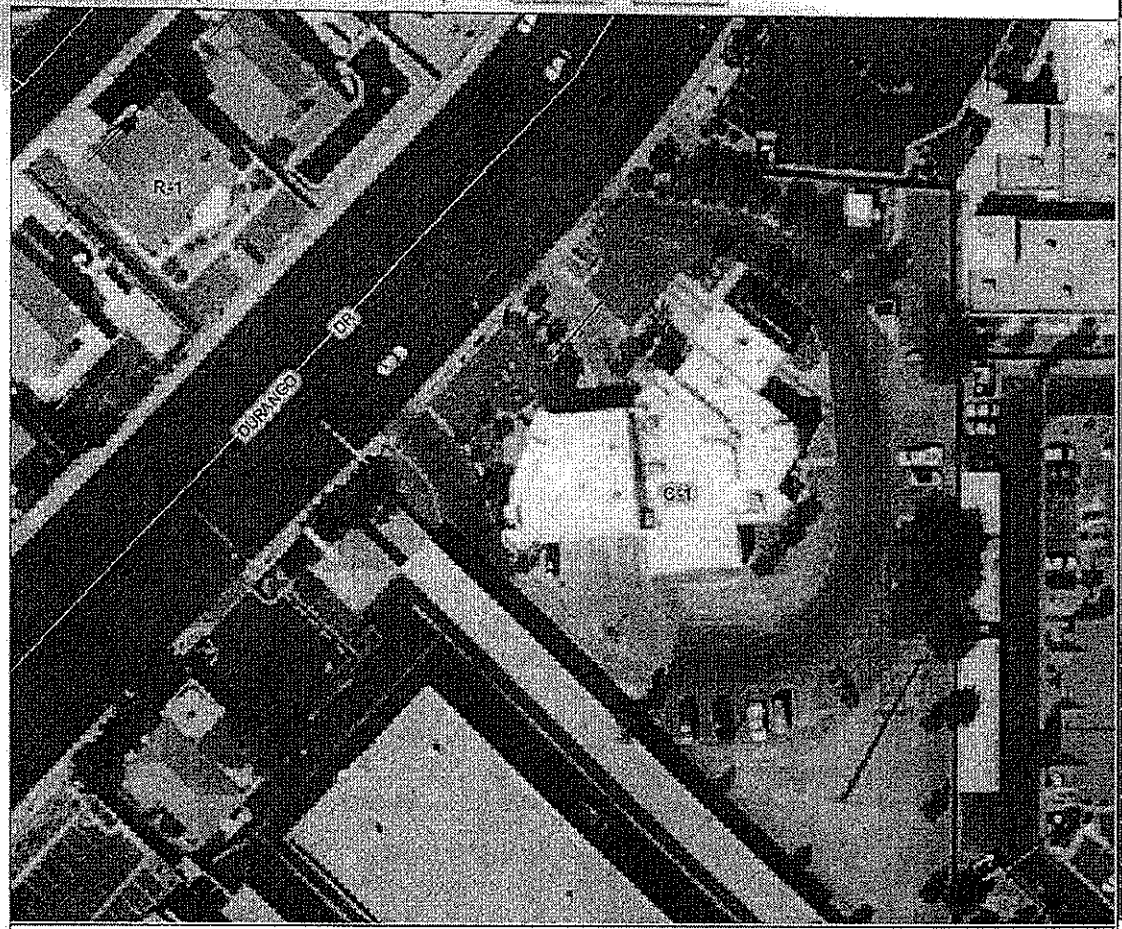
City of Las Vegas
Interactive Map

Clear Selection | Help

Zoom In
Zoom Out
Zoom Full
Pan
Identify
Print

Search by:

Address
Parcel
Owner
Intersection



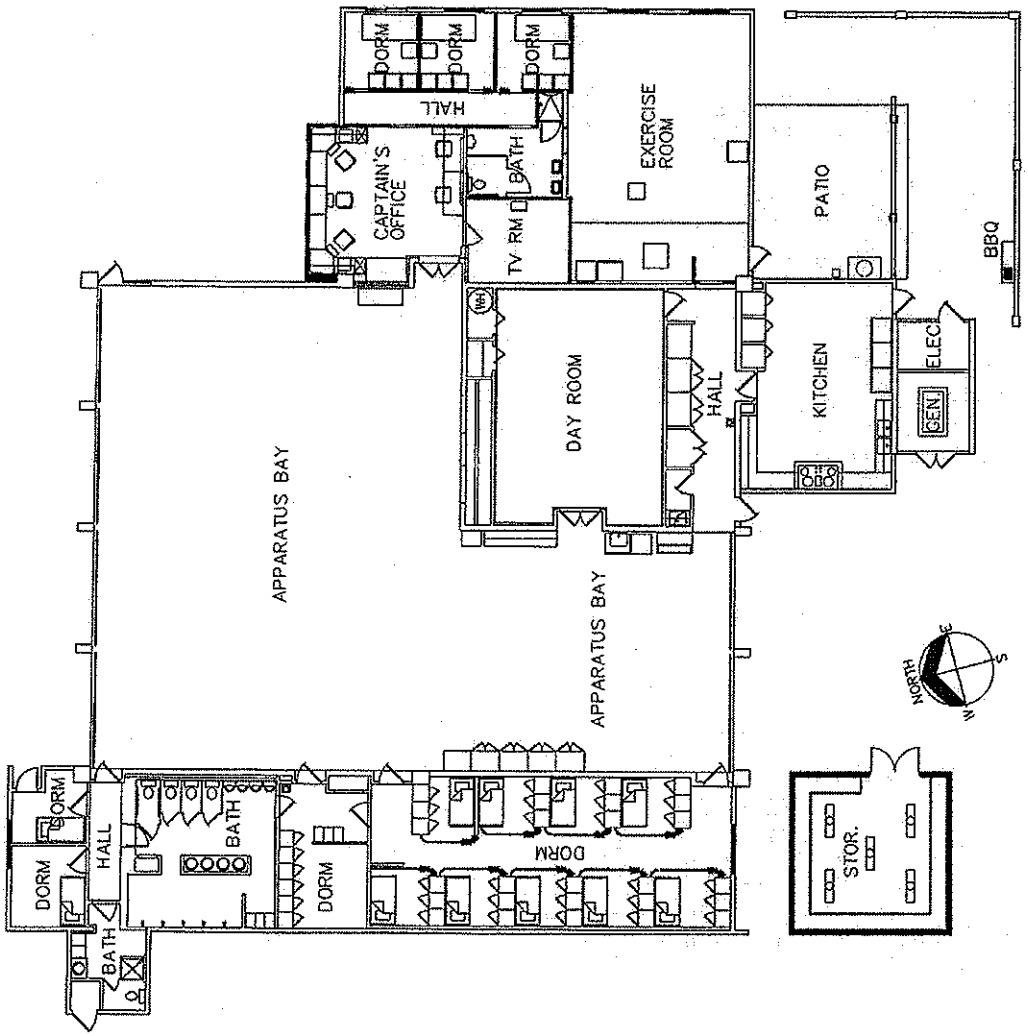
You are initially in Zoom-In mode. Click on Map to zoom in. Use buttons to change mode. --- When using 'Pan' click and drag on map. --- To use 'Identify' first zoom in until parcels are visible, select 'Identify' and then click on a particular parcel."

Identify

Legend | Layers

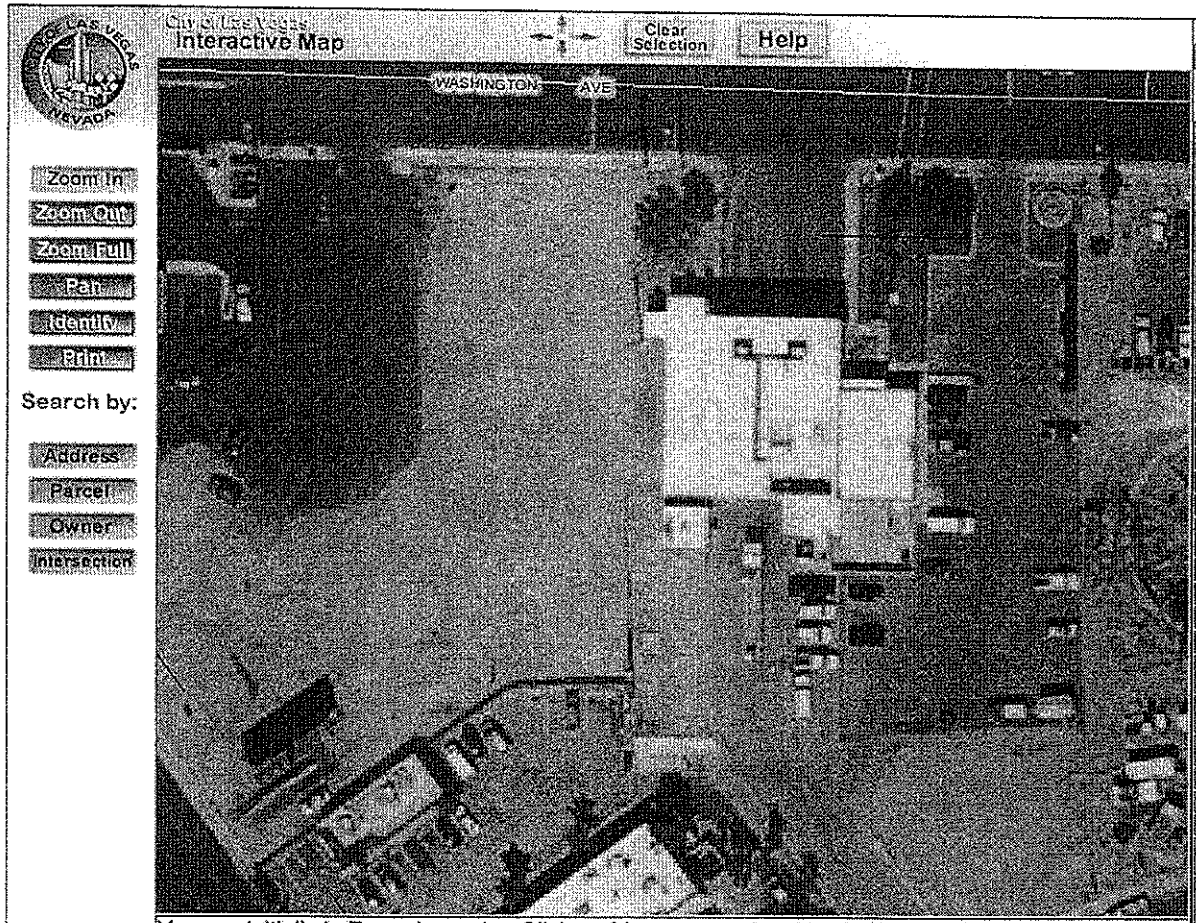
Print

This Property is within City of Las Vegas limits	
Parcel No.:	138-32-802-001
Site Address:	900 S DURANGO DR 89145
Subdivision Name:	PARCEL MAP FILE 57 PAGE 61
Owner:	CITY OF LAS VEGAS FIRE DEPT
Owner Address:	400 E STEWART LAS VEGAS NV 89101-2913
Lot sq ft:	67827.52028
Living area sq ft:	0
Ward:	Ward 2
Precinct:	3089
Sales Price:	$0
Sales Date month/year:	undefined 0000
Census Tract:	3225
Constr. Year:	1989
Assessed Year:	2010
Tax District:	200
Assessor's County Map:	Map 138328
County's Tax Bill Details:	County Treasurer's Information
Elected Officials	
Councilperson:	Steve Wolfson
State Assembly:	District 03
State Senate:	District 08
US Congress District:	District 01
Click here for Development Info	



FIRE STATION 3 – FLOOR PLAN

SCALE 1/16" = 1'-0" GROSS SQ. FOOTAGE = 9,116 SF

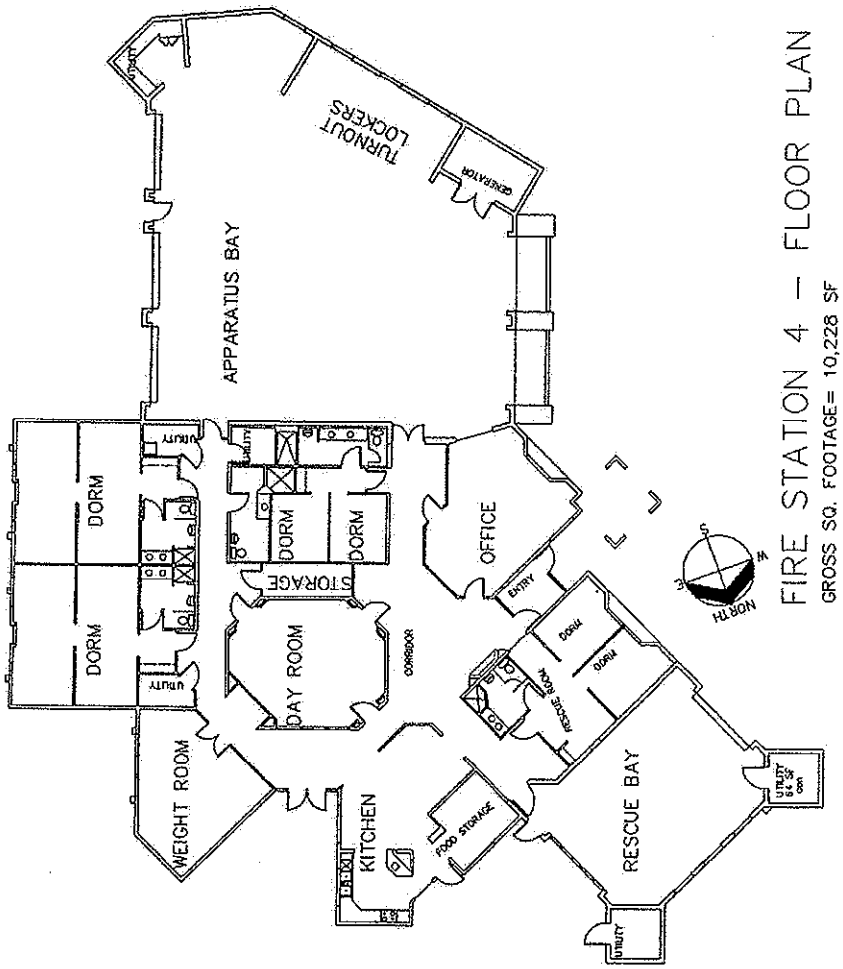


Legend | Layers

Print

This Property is within City of Las Vegas limits	
Parcel No.:	139-29-702-003
Site Address:	2645 W WASHINGTON AVE 89106
Subdivision Name:	PT NW4 SE4 SEC 29 20 61
Owner:	CITY OF LAS VEGAS
Owner Address:	400 E STEWART LAS VEGAS NV 89101-2913
Lot sq ft:	63949.55536
Living area sq ft:	0
Ward:	Ward 5
Precinct:	4035
Sales Price:	$0
Sales Date month/year:	undefined 0000
Census Tract:	201
Constr. Year:	1980
Assessed Year:	2010
Tax District:	207
Assessor's County Map:	Map 139297
County's Tax Bill Details:	County Treasurer's Information
Elected Officials	
Councilperson:	Ricki Y. Barlow
State Assembly:	District 06
State Senate:	District 04
US Congress District:	District 01

Click here for Development Info



FIRE STATION 4 – FLOOR PLAN

GROSS SQ. FOOTAGE= 10,228 SF

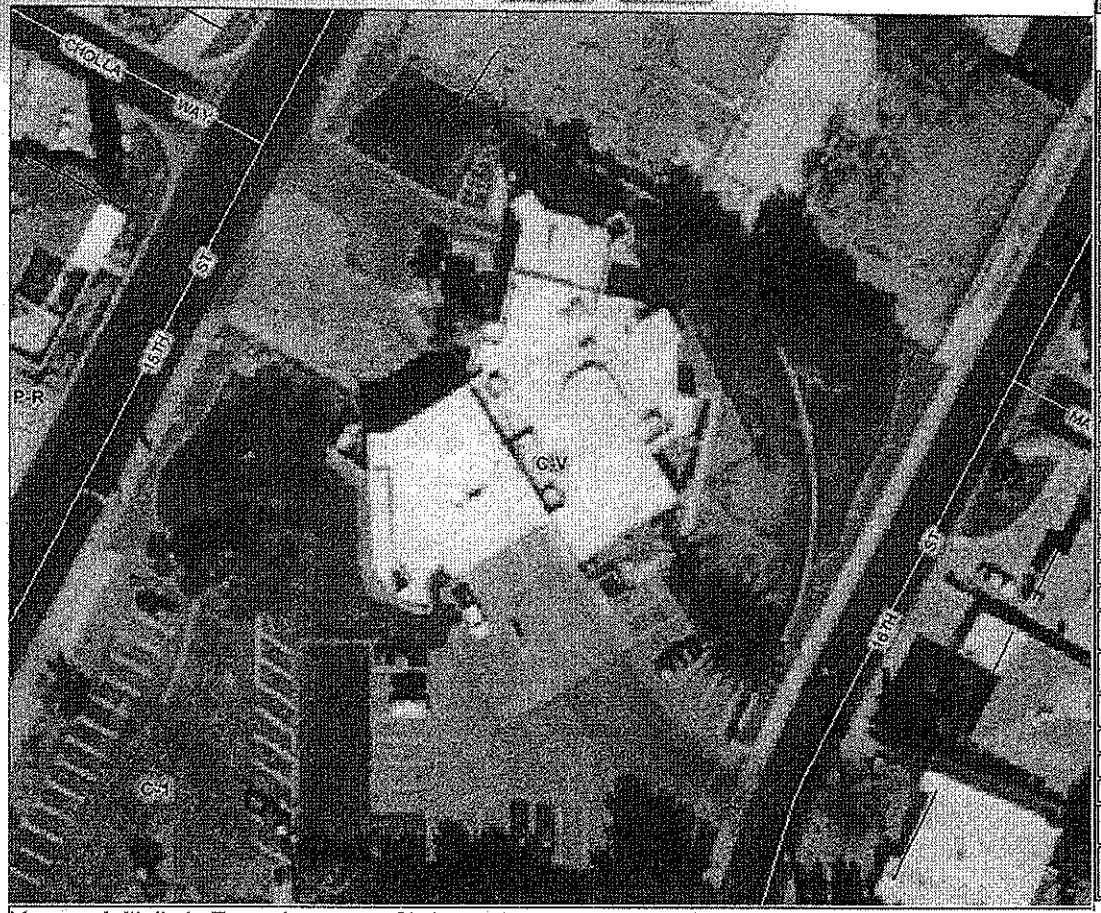
City of Las Vegas
Interactive Map

Clear Selection | Help

Zoom In
Zoom Out
Zoom Full
Pan
Identify
Print

Search by:

Address
Parcel
Owner
Intersection



You are initially in Zoom-In mode. Click on Map to zoom in. Use buttons to change mode. --- When using 'Pan' click and drag on map. --- To use 'Identify' first zoom in until parcels are visible, select 'Identify' and then click on a particular parcel."

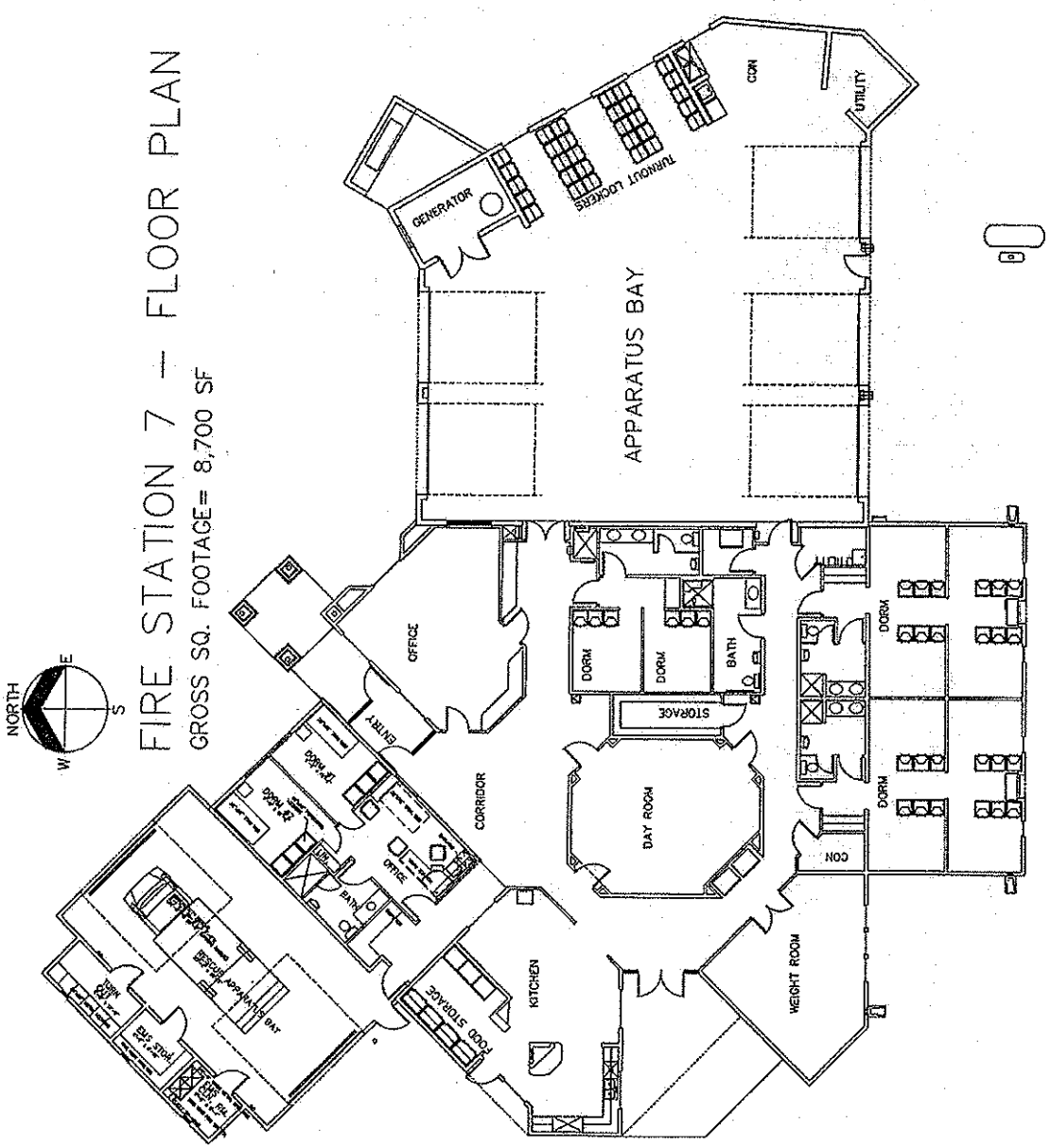
Pan

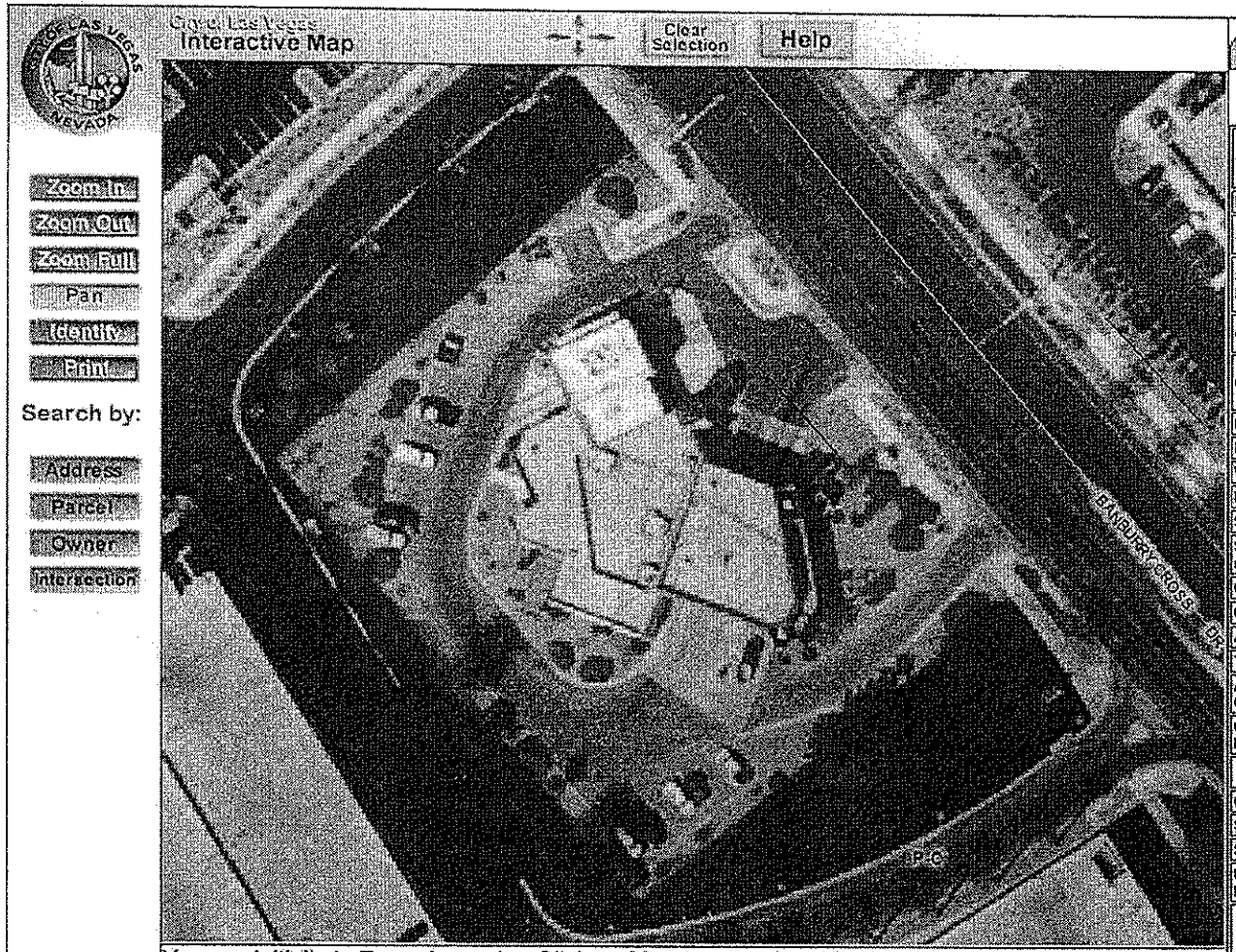
Legend | Layers

Print

This Property is within City of Las Vegas limits	
Parcel No.:	139-35-413-003
Site Address:	420 S 16TH ST 89101
Subdivision Name:	MAYFAIR TRACT #2 AMD
Owner:	CITY OF LAS VEGAS
Owner Address:	400 E STEWART LAS VEGAS NV 89101-2913
Lot sq ft:	84692.73998
Living area sq ft:	0
Ward:	Ward 3
Precinct:	4343
Sales Price:	$0
Sales Date month/year:	undefined 0000
Census Tract:	600
Constr. Year:	1990
Assessed Year:	2010
Tax District:	203
Assessor's County Map:	Map 139354
County's Tax Bill Details:	County Treasurer's Information
Elected Officials	
Councilperson:	Gary Reese
State Assembly:	District 09
State Senate:	District 10
US Congress District:	District 01

Click here for Development Info


FIRE STATION 7 – FLOOR PLAN
GROSS SQ. FOOTAGE= 8,700 SF
NORTH
E
S
W
APPARATUS BAY
GENERATOR
TURNOUT LOCKERS
CON
UTILITY
OFFICE
ENTRY
CORRIDOR
DORM
DORM
BATH
STORAGE
DAY ROOM
DORM
DORM
CON
KITCHEN
FOOD STORAGE
WEIGHT ROOM
OFFICE
BATH
DORM
DORM



Legend | Layers

Print

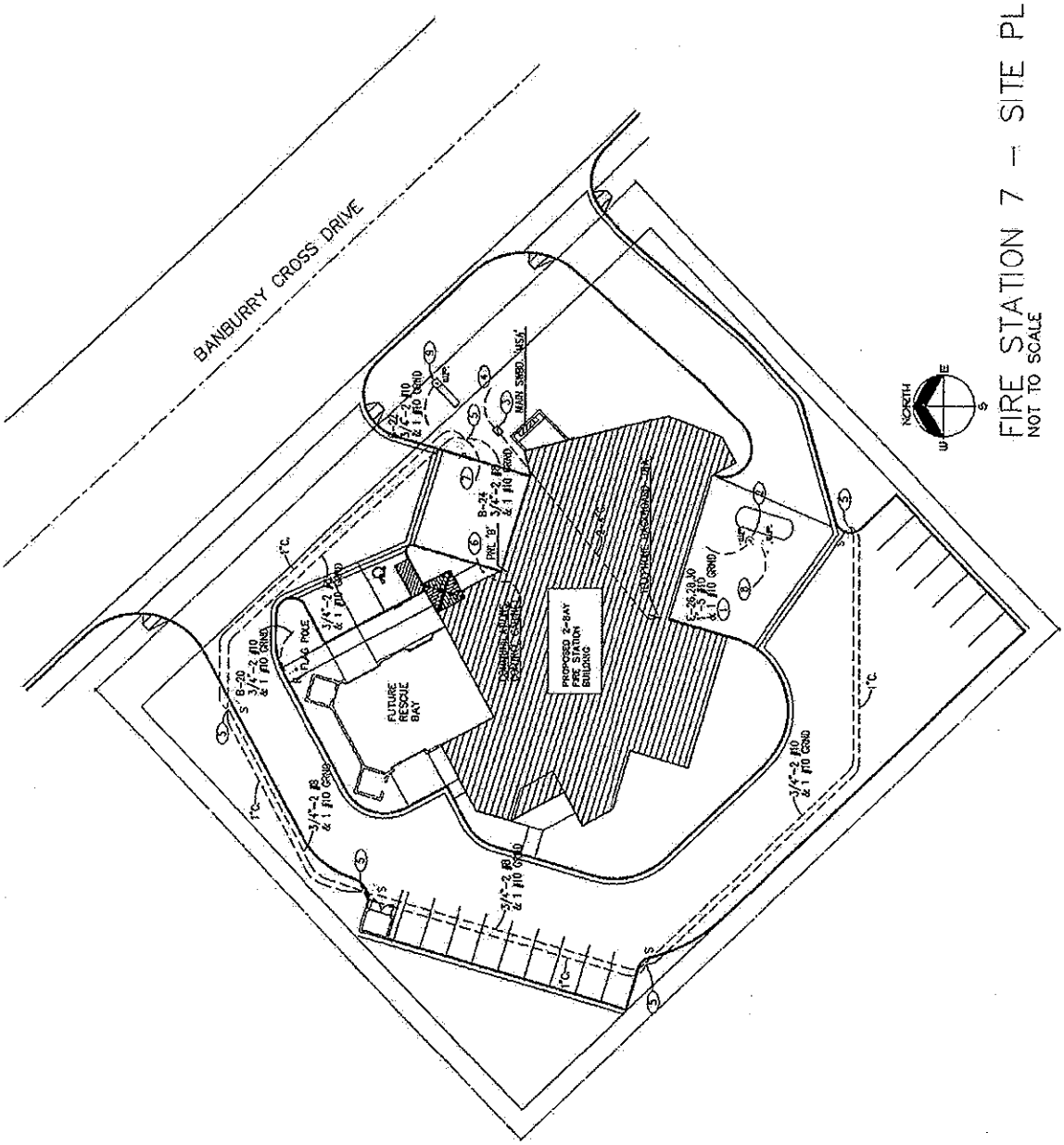
This Property is within City of Las Vegas limits

Parcel No.:	138-30-210-001
Site Address:	10101 BANBURRY CROSS DR 89144
Subdivision Name:	CROSSING AT SUMMERLIN VILLAGE 8
Owner:	CITY OF LAS VEGAS
Owner Address:	400 E STEWART AVE LAS VEGAS NV 89101-2913
Lot sq ft:	52114.0832
Living area sq ft:	0
Ward:	Ward 2
Precinct:	3371
Sales Price:	$0
Sales Date month/year:	undefined 0000
Census Tract:	3222
Constr. Year:	1995
Assessed Year:	2010
Tax District:	200
Assessor's County Map:	Map 138302
County's Tax Bill Details:	County Treasurer's Information

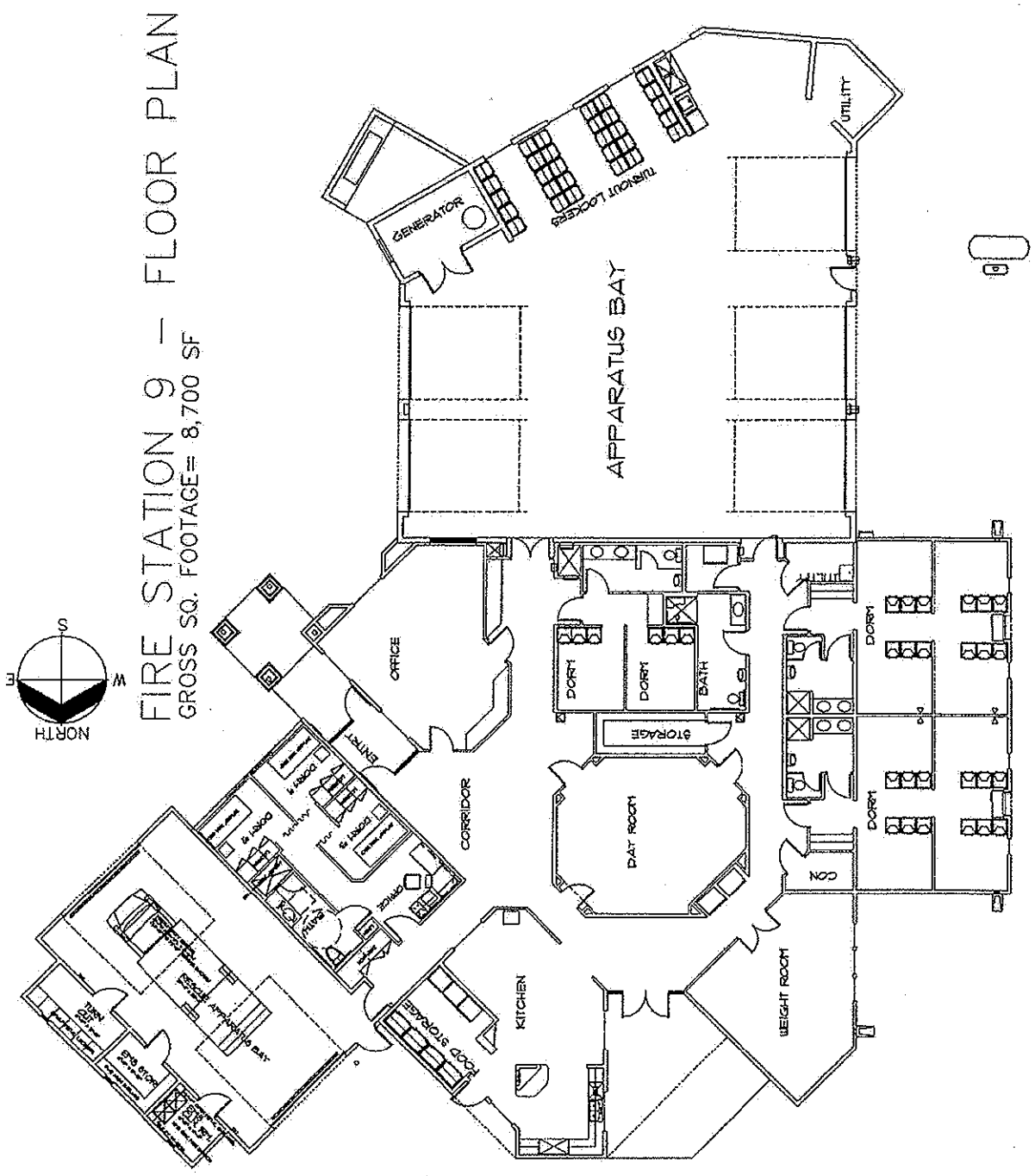
Elected Officials

Councilperson:	Steve Wolfson
State Assembly:	District 02
State Senate:	District 06
US Congress District:	District 01

Click here for Development Info



FIRE STATION 7 – SITE PLAN
NOT TO SCALE

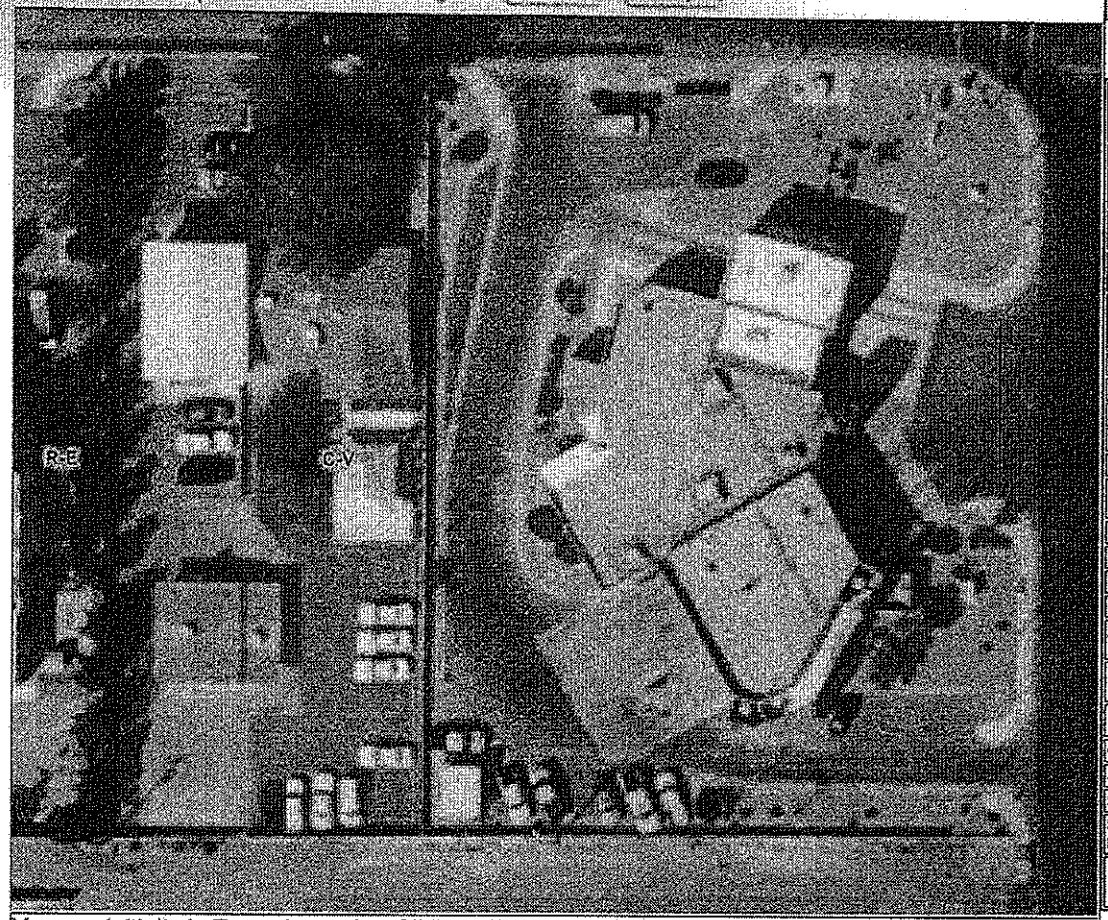

FIRE STATION 9 — FLOOR PLAN
GROSS SQ. FOOTAGE= 8,700 SF
NORTH
S
E
W
GENERATOR
TURNOUT LOCKERS
UTILITY
APPARATUS BAY
OFFICE
ENTRY
CORRIDOR
DORM
DORM
BATH
STORAGE
DAY ROOM
DORM
DORM
CON
KITCHEN
FOOD STORAGE
WEIGHT ROOM

City of Las Vegas Interactive Map

Clear Selection | Help

Zoom In | Zoom Out | Zoom Full | Pan | Identify | Print

Search by: Address | Parcel | Owner | Intersection



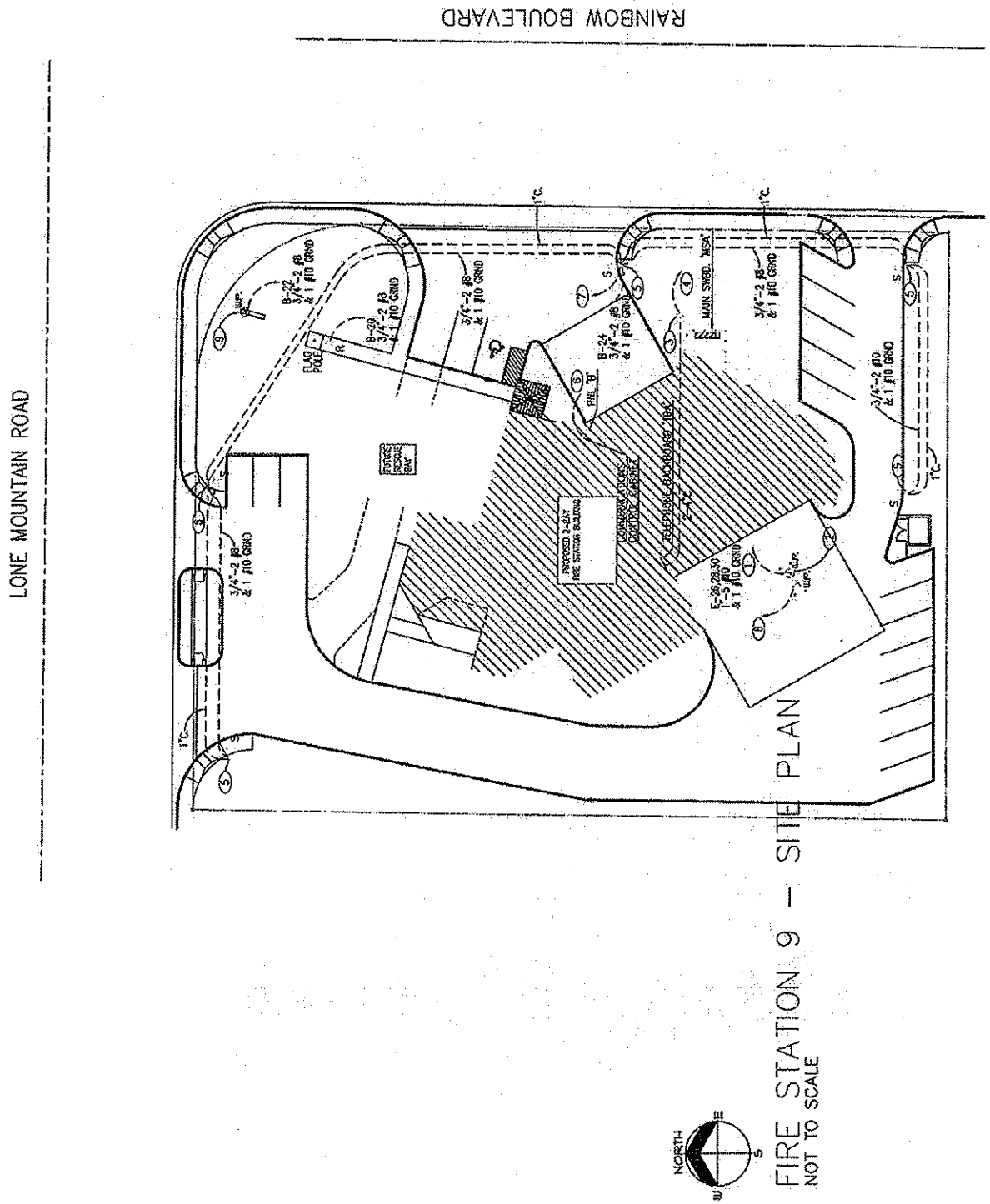
You are initially in Zoom-In mode. Click on Map to zoom in. Use buttons to change mode. --- When using 'Pan' click and drag on map. --- To use 'Identify' first zoom in until parcels are visible, select 'Identify' and then click on a particular parcel."

Identify

Legend | Layers

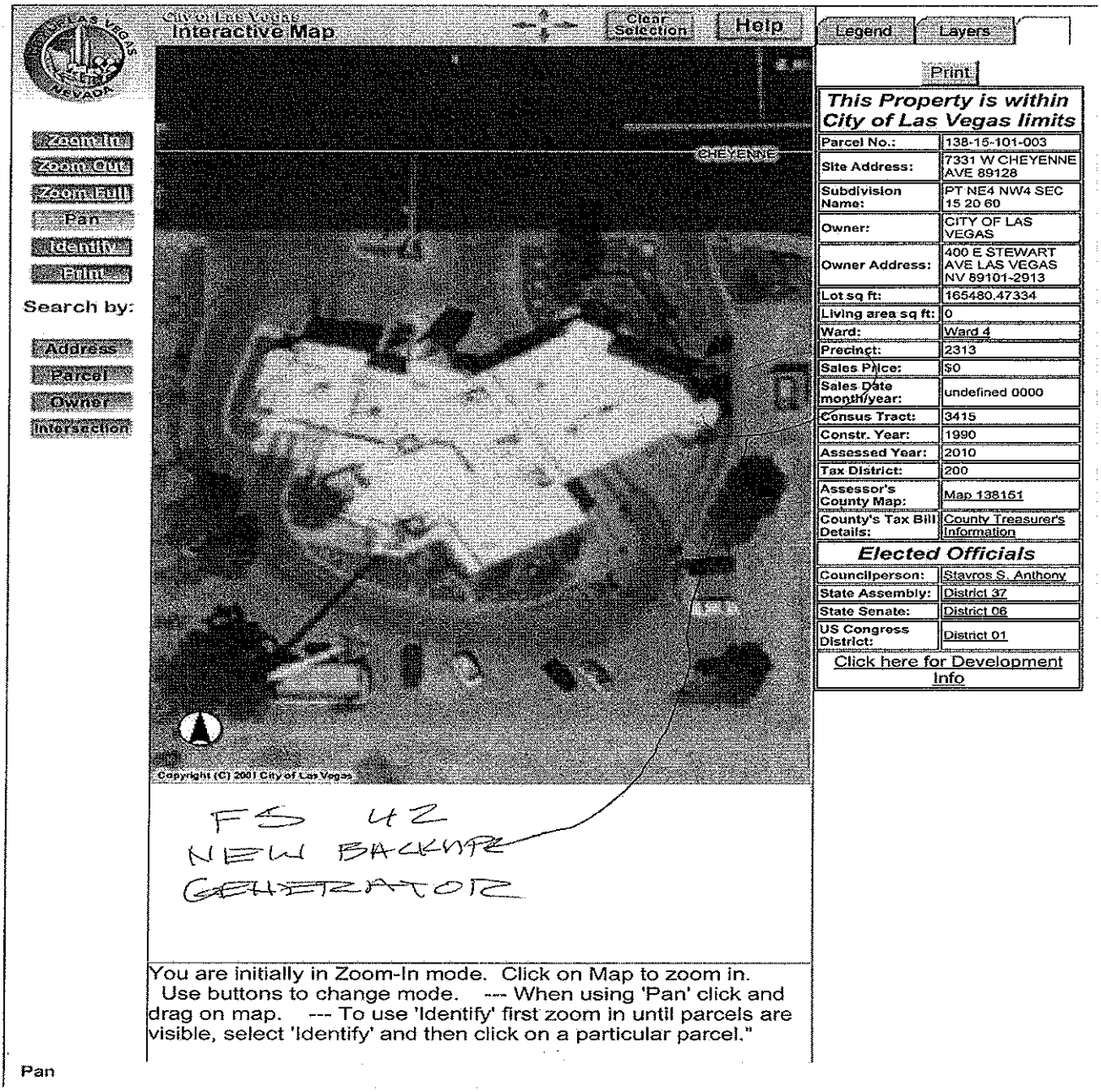
Print

This Property is within City of Las Vegas limits	
Parcel No.:	138-03-510-006
Site Address:	4747 N RAINBOW BLVD 89108
Subdivision Name:	BRIDLE PATH EST
Owner:	CITY OF LAS VEGAS
Owner Address:	400 E STEWART AVE LAS VEGAS NV 89101-2913
Lot sq ft:	36321.95393
Living area sq ft:	0
Ward:	Ward 4
Precinct:	2345
Sales Price:	$170000
Sales Date month/year:	December 1993
Census Tract:	3409
Constr. Year:	1995
Assessed Year:	2010
Tax District:	200
Assessor's County Map:	Map 138035
County's Tax Bill Details:	County Treasurer's Information
Elected Officials	
Councilperson:	Stavros S. Anthony
State Assembly:	District 37
State Senate:	District 04
US Congress District:	District 01
Click here for Development Info	



FIRE STATION 9 – SITE PLAN
NOT TO SCALE

ArcIMS Viewer



This Property is within City of Las Vegas limits	
Parcel No.:	138-15-101-003
Site Address:	7331 W CHEYENNE AVE 89128
Subdivision Name:	PT NE4 NW4 SEC 15 20 60
Owner:	CITY OF LAS VEGAS
Owner Address:	400 E STEWART AVE LAS VEGAS NV 89101-2913
Lot sq ft:	165480.47334
Living area sq ft:	0
Ward:	Ward 4
Precinct:	2313
Sales Price:	$0
Sales Date month/year:	undefined 0000
Census Tract:	3415
Constr. Year:	1990
Assessed Year:	2010
Tax District:	200
Assessor's County Map:	Map 138151
County's Tax Bill Details:	County Treasurer's Information
Elected Officials	
Councilperson:	Stavros S. Anthony
State Assembly:	District 37
State Senate:	District 06
US Congress District:	District 01
Click here for Development Info	

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Agreement and other Exhibits for additional submittals and requirements.

200.2 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

ARTICLE 201: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

201.1 Construction Cost Estimate.
201.2 PROJECT SCOPE AND BUDGET REPORT.

ARTICLE 202: CONSTRUCTION DOCUMENT PHASE

202.1 If required by governing authorities, Flood/Hydrology Reports submitted to Regional Flood Control and City of Las Vegas Land Development Section, and written notice to the City of the submittal dates for each.
202.2 If required by governing authorities, Traffic Study submitted to City of Las Vegas Traffic/Electrical Field Operations Section, and written
202.3 Construction Drawings and Specifications as described in the Scope of Services (**Exhibit "A"**) at 50%, 70%, 90%, and 100% completion, utilizing the City's standard cover sheet and title block, including Construction Cost Estimates with 50%, 90% and 100% submittals.
202.4 Building Permit Application.
202.5 Building Department and Land Development plan review permit applications.
202.6 Construction Drawings and Specifications ready for issuance of all required permits and printing for bidding phase distribution, which incorporate all governmental, agency, and utility company design comments and corrections.
202.7 Table of Contents listing each specification section, with print date indicated (if sections have different dates, individual dates must be indicated for each section).
202.8 Drawing list with sheet title and issue date for each sheet.
202.9 Specifications contributing authors' stamps and signatures.

ARTICLE 203: BIDDING PHASE

203.1 All bidding documents in pdf format for posting on DemandStar.com.
203.2 Requested and necessary addenda.

ARTICLE 204: CONSTRUCTION ADMINISTRATION PHASE

204.1 If requested by the Contractor (including his subcontractors acting through the Contractor), provide the Contractor with copies of the drawings including the civil topography, survey, horizontal control, and other related design work produced by the Consultant under this Agreement, in AutoCAD file format suitable for use by the Contractor for his intended use including field survey layout work for the Project. The Consultant shall make this a contractual obligation of his sub-consultants. The Consultant may require the Contractor to sign a hold harmless agreement as a condition for releasing the electronic files.

ARTICLE 205: POST CONSTRUCTION PHASE

205.1 Final Record Drawings in both electronic and acid-free bond format.
205.2

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

ARTICLE 301: PHASE SCHEDULE

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

PHASE	START TO COMPLETE DATES	REMARKS
Schematic Design	2/7/2011 to 3//8/2011	
Construction Documents	4/12/2011 to 7/1//2011	City review is concurrent with drawings progress. See below for the permitting phase scope.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**2/3/2011 TO 7/1/2011**	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

302.3 Specifically, the Consultant is aware of the following local conditions for timely processing of required design approvals:

302.4 The City of Las Vegas building permit application and drawing submittal process is a dual submittal process, one package to the Department of Building and Safety, and a separate package to the Department of Public Works, Land Development Section.

302.5 The Flood Study and Traffic Study need to be approved prior to Land Development accepting the construction permit application, and that these reviews can take many weeks to obtain.

302.6 The Land Development approval process generally takes longer than the Building Department approval process, and the submittals do not need to be simultaneous.

302.7 Upon approval of the Land Development package, the civil engineer of record is required to insert prints of the approved Land Development drawings into the Department of Building and Safety drawing package submittal prior to the final review and approval of the Building Department submittal that this action is generally on the critical path of the Project schedule.

302.8 The Nevada Power Company design precedes the Embarq submittal and other dry utilities design, and must be submitted for pre-application and service/design application as early as possible.

302.9 The application to the Las Vegas Water District must occur no later than six (6) weeks prior to the submission of the building permit application to the Building Department for the Project for park projects, and as soon as allowed by the Water District for building projects. The District conducts a dual approval process involving design plan review simultaneous with the interlocal agreement process, which requires official approval by both the District Board and the City Council. The District utilizes a "sticker" approval process prior to signatures.

302.10 The Consultant hereby agrees to reimburse the City for any damages, delays, and additional costs associated with any avoidable delays the Consultant could or should have prevented or mitigated, and that a lack of familiarity with the local processes shall not provide relief from this responsibility.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's fixed fee for the Construction Phase scope of services regardless of how long it takes to construct the Project and that the Consultant assumes all risks for changes in his costs to perform the scope of services agreed to in this Agreement due to the length of time it takes to construct the Project, excepting if the following occur with no cause being in any way the fault of the Consultant:

303.1.1 The Consultant may be allowed an increase in fee for construction delays caused by the suspension of the Project as provided for in Section 10.01 Suspension of this Agreement.

303.1.2 The Consultant's fee for the Construction Phase may be adjusted due to the time required to construct the Project once the variation in Construction Time (time from the Contractor's notice to proceed until Substantial Completion) exceeds a fifty percent increase or decrease from the time that was provided in the Contractor's construction contract at award. To the degree a construction extension of time is due to a suspension of the construction (and a resulting reduction in the Consultant's weekly work, regardless of the amount of such reduction), any increase of fee will be determined under Section 10.01 Suspension instead of this paragraph.

303.1.3 The Consultant's fee for the Construction Phase shall be increased as an Additional Service for the Consultant's costs after the Construction Time exceeds fifty percent more time than was provided for in the Contractor's construction contract time as awarded, with the Consultant absorbing any and all unanticipated Consultant costs up to the fifty percent time increase.

303.2 Should the Contractor complete the Project in less than fifty percent of the original awarded contract time, the Consultant's fee shall be proportionately reduced for the Construction Phase, with the City paying the full amount of the fee for the Construction Phase regardless of any reduction in time less than the fifty percent time reduction.

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Agreement including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$168,000.00**. Increases to total compensation may only be authorized by written amendment to this Agreement. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

401.1 For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant the fixed fee assigned for each phase of the Project identified in this Exhibit "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Agreement Exhibit "A" (Scope of Service) for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with the Agreement based upon the percentage of completion for each phase. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Schematic Design	18.6 %	$26,000.00	
Construction Documents	55.7 %	$78,000.00	
Bidding	.7 %	$1,000.00	
Construction	23.6 %	$33,0000.00	.
Post Construction	1.4 %	$2,000.00	Drafting As-Built Drawings, Punch List
	TOTAL	**$140,000.00**	

Basic Services Fee breakdown

PROJECT NAME

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Designer	Specification Writer	CADD Operator	Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$175	$125	$110	$95	$55			
100	Schematic Design								
100.1	Architectural Services	46	6	6	18	0	80	$0.00	$11,700.00
100.2	Mechanical / Electrical Design	0	0	0	0	0	0	$8,000.00	$8,000.00
100.3	Structural Design	0	0	0	0	0	0	$600.00	$600.00
100.4	Landscape Design	0	0	0	0	0	0	$3,000.00	$3,000.00
100.5	Cost Estimating	0	0	0	0	0	0	$2,700.00	$2,700.00
100	Subtotal Hours	46	6	6	18	0	80		
100	Subtotal Fee	$8,350.00	$750.00	$660.00	$1,710.00	$0.00		$14,300.00	$26,000.00
200	Construction Documents								
200.1	Architectural Services	135	0	24	100	20	279	$0.00	$36,500.00
200.2	Mechanical / Electrical Design	0	0	0	0	0	0	$25,800.00	$25,800.00
200.3	Structural Design	0	0	0	0	0	0	$2,000.00	$2,000.00
200.4	Landscape Design	0	0	0	0	0	0	$8,300.00	$8,300.00
200.5	Cost Estimating	0	0	0	0	0	0	$5,000.00	$5,000.00
200	Subtotal Hours	135.2	0	24	100	20	279		
200	Subtotal Fee	$23,660.00	$0.00	$2,640.00	$9,500.00	$1,100.00		$41,100.00	$78,000.00
300	BID PHASE								
300.1	Architectural Services	4	0	0	0	0	4	$0.00	$700.00
300.2	Mechanical / Electrical Design	0	0	0	0	0	0	$200.00	$200.00
300.3	Structural Design	0	0	0	0	0	0	$0.00	$0.00
300.4	Landscape Design	0	0	0	0	0	0	$100.00	$100.00
300	Subtotal Hours	4	0	0	0	0	4		
300	Subtotal Fee	$700.00	$0.00	$0.00	$0.00	$0.00		$300.00	$1,000.00
400	CONSTRUCTION PHASE								
400.1	Architectural Services	97	0	0	16	24	137	$0.00	$19,900.00
400.2	Mechanical / Electrical Design	0	0	0	0	0	0	$11,000.00	$11,000.00
400.3	Structural Design	0	0	0	0	0	0	$900.00	$900.00
400.4	Landscape Design	0	0	0	0	0	0	$1,200.00	$1,200.00
400	Subtotal Hours	97.4857	0	0	16	24	137		
400	Subtotal Fee	$17,050.00	$0.00	$0.00	$1,520.00	$1,320.00		$13,100.00	$33,000.00
500	POST CONSTRUCTION PHASE								
500.1	Architectural Services	8	0	0	0	0	8	$0.00	$1,400.00
500.2	Mechanical / Electrical Design	0	0	0	0	0	0	$600.00	$600.00
500.3	Structural Design	0	0	0	0	0	0	$0.00	$0.00
500.4	Landscape Design	0	0	0	0	0	0	$0.00	$0.00
500	Subtotal Hours	8	0	0	0	0	8		
500	Subtotal Fee	$1,400.00	$0.00	$0.00	$0.00	$0.00		$600.00	$2,000.00
	Total Basic Services Hours	392	6	32	134	44	508		
	Total Basic Services Fee	$51,175.59	$750.00	$3,520.00	$12,730.00	$2,420.00		$83,400.00	$139,993.59

Contract No.:

Page 1 of 1

401.2 CONSTRUCTION COST ESTIMATES.

Consultant shall **deduct** from the above Fees **$5,000** for each of the following required Construction Cost Estimates not delivered, for whatever reason, upon completion of each phase: Schematic Design, Construction Document at 50%, Construction Document at 90%, and Construction Document at 100%.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

402.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

402.2 Additional Services are services that are not set forth in Exhibit "A" (Scope of Services).

402.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Agreement and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with the Agreement.

402.4 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment to this Agreement.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$28,000.00	**Upgrade to electrical service- Stations 2, 4, 7, and/or 9 ($9,000)** **Architectural revisions to existing buildings due to unforeseen conditions ($10,000)** **Upgrades to existing HVAC systems ($6,000)** **Replacement of or upgrades to existing irrigation systems ($3,000)**

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Project Architect / Manager	$175	Per Hour
Architect / Engineer	$150	Per Hour
Designer	$125	Per Hour
Specification Writer	$110	Per Hour
Technician / CADD Operator	$95	Per Hour
Clerical	$55	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

501.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

Harris Engineers	RATE	UNIT
Principle	$200	Per Hour
Project Manager	$160	Per Hour
Engineer	$150	Per Hour
Designer	$120	Per Hour
Technician / CADD Operator	$90	Per Hour
Clerical	$70	Per Hour

Barker Drottar Associates	RATE	UNIT
Project Architect / Manager	$165	Per Hour
Architect / Engineer	$110	Per Hour
Technician / CADD Operator	$85	Per Hour
Clerical	$55	Per Hour

Southwick Landscape Architects	RATE	UNIT
Principle Landscape Architect	$160	Per Hour
Project Manager/Landscape Architect	$110	Per Hour
Landscape Designer	$100	Per Hour
Technician / CADD Operator	$78	Per Hour
Clerical	$52	Per Hour

ESG Construction Consultants	RATE	UNIT
Project Architect / Manager	$150	Per Hour
Architect / Engineer	$110	Per Hour
Technician / CADD Operator	$85	Per Hour
Clerical	$55	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

502.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Agreement.			$0
			$0
			$0

502.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

502.3 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Agreement.

503.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of **one and one tenth (1.10)** times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

503.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Sam Tolman

600.2 CONSTRUCTION PROJECT REPRESENTATIVE: Rusty Coleman

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Mark Danley AIA

601.1.2 PROJECT ARCHITECT: Mark Danley AIA

601.1.3 LEED PROJECT ADMINISTRATOR (Accredited by USGBC):

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Architect as licensed: Ed Kittrell, Jr., AIA

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Architect license number: 1204

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 STRUCTURAL ENGINEER: Barker Drottar Associates
602.1.2 Harris Engineers

602.1.3 MECHANICAL ENGINEER: Harris Engineers

602.1.4 ELECTRICAL ENGINEER: Harris Engineers

602.1.5 LANDSCAPE DESIGN: Southwick Landscape Architects

602.1.6 INDEPENDENT COST ESTIMATOR (NOT the Consultant): ESG Construction Consultants

END OF EXHIBIT "F"

EXHIBIT "G"

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	
KGA Architecture	
Name	9075 W. Diablo Drive, 3rd Floor Las Vegas, NV 89148
Address	702-367-6900
Telephone	
EIN or DUNS	88-0144500

Block 2 **Description**
Subject Matter of Contract/Agreement:
RFP #:

Block 3 **Type of Business**							
☐	Individual	☐	Partnership	☐	Limited Liability Company	X	Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Ed Kittrell, Jr. President/Founding Partner	9075 W. Diablo Drive, Third Floor Las Vegas, NV 89148	702-367-6900
2.	George F. Garlock Vice President/Treasurer/Founding Partner	9075 W. Diablo Drive, Third Floor Las Vegas, NV 89148	702-367-6900
3.	David P. Brom Partner	9075 W. Diablo Drive, Third Floor Las Vegas, NV 89148	702-367-6900
4.	James C. Lord II Partner	9075 W. Diablo Drive, Third Floor Las Vegas, NV 89148	702-367-6900
5.	Richard M. Romito Partner	9075 W. Diablo Drive, Third Floor Las Vegas, NV 89148	702-367-6900
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

George F. Garlock
Name

December 22, 2010
Date

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

Jennifer M. Oblad
Notary Public

JENNIFER M. OBLAD
Notary Public State of Nevada
No. 96-2183-1
My appt. exp. July 7, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of award of Contract No. 110128-CW, Annual Heart and Lung Physicals - Department of Fire and Rescue - Award recommended to: GILBERT, ROMICK AND ASSOCIATES OF NEVADA, MD dba ARC HEALTH AND WELLNESS CENTERS ($300,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $300,000
Funding Source: General Fund
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
This contract provides for annual heart and lung physicals for firefighters. These employees are required to have annual physicals with a copy of the results and any recommendations sent to the department representative to verify the employee's suitability to continue performance of duties. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: C. White
POC: Paul Granstrom - (775) 846-3413

RECOMMENDATION:
That City Council approve Contract No. 110128-CW, Annual Heart and Lung Physicals to Gilbert, Romick and Associates of Nevada, MD dba ARC Health and Wellness Centers in the estimated annual amount of $300,000 from date of award through December 31, 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. 110128-CW
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR ANNUAL HEART AND LUNG PHYSICALS FOR FIRE & RESCUE

THIS CONTRACT is being entered into this _____ day of _____, 2011 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 Gilbert, Romick and Associates of Nevada, MD LTD dba ARC HEALTH AND WELLNESS CENTERS (hereinafter the "Company") having its principal office located at 82 East Glendale Avenue, Sparks, Nevada 89431.

SECTION A – Contract Form

The subject matter of this Contract is the performance of Annual Heart and Lung Physicals for Fire & Rescue.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

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

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

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

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

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

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

(h) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

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

B-2 Contract Type

The Contract type is fixed fee for services rendered. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) The City will pay the Company the following amounts:

Item	Description	Amount
1	Male Examination	$472.79
2	Female Examination	$445.74

(b) The prices reflected above shall remain firm throughout the initial term of the contract.

(c) Economic Price Adjustment

There may be a change in the Company's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Company must provide the Purchasing & Contracts Representative with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City shall determine if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. Only one escalation request will be considered from the Company on an annual basis at the time of renewal.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made;
(iv) performance dates covered.

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

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

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Contract Term

(a) The Contract Term commences from Award Date through December 31, 2011, with three, one-year options to renew.

(b) Contract Renewal. The City reserves the option to renew this Contract for three, one-year renewal periods.

(c) Contract Extension. The City reserves the right to exercise an option to temporarily extend this Contract up to one hundred eighty (180) calendar days from the expiration date, for any reason, at the then current pricing.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the services to accomplish Heart and Lung Annual Physicals for Fire and Rescue.

C-2 Details

(a) The Company will manage Fire and Rescue's Annual Heart and Lung Physical Program. This service is bundled into the fees stated in B-3 Prices/Costs.

(b) The Company will employ and provide a full-time medical Assistant to coordinate all components of the examination including scheduling and working with the City's on-staff doctor. This service is bundled into the fees stated in B-3 Prices/Costs. The full-time medical assistant will:

1. Schedule and Coordinate all physical appointments
2. Ensure accuracy and completeness of the entire physical examination
3. Communicate Fit for Duty Status to the appropriate liaisons
4. Create and maintain a digital archive of physical results
5. Coordinate laboratory results and radiology over-reads
6. Closely follow requirements of NFPA 1582, Las Vegas Fire and Rescue, NRS/MAC 617, and Company protocols
7. Assist the City's medical provider with various components of the examination
8. Conduct the following examination components:

   (i) Body Composition Analysis
   (ii) Vision Testing
   (iii) Audiometry Examination
   (iv) Vo2 Max Stress Testing
   (v) On-site X-Ray Testing
   (vi) Pulmonary Function Testing (if applicable)
   (vii) TB Testing (if applicable)

(c) The Company will utilize their laboratory provider with their contractual rates bundled into the fees stated in B-3 Prices/Costs.

(d) The Company will utilize their X-Ray provider with their contractual rates bundled into the fees stated in B-3 Prices/Costs.

C-3 Deliverables

The Company shall provide the annual physical results to the City's Fire & Rescue medical provider.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY:
City of Las Vegas
Manager, Purchasing and Contracts
City Hall, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
ARC Health and Wellness Centers
82 East Glendale Avenue
Sparks, NV 89431
Phone: 775-846-3413
Fax: 775-823-9025

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

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

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

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

D-2 Project Manager/Company Representative [CAO-7/24/08]

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

(b) The Company designates Paul Granstrom, Executive Vice President as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-7/24/08]

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

D-6 Order of Precedence [CAO-7/24/08]

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

D-7 HIPAA Compliance

(a) The Company shall at all times, throughout the period of this Contract, provide for continued compliance with applicable HIPAA regulations and guidelines.

(b) The Company shall require that each subcontractor with access to Account Holder information agree to comply with the HIPAA regulations and guidelines applicable to this Contract.

D-8 Acknowledgement of Non-Compete Clause

(a) The City acknowledges that the Company's employees listed below have signed non-compete agreements which prohibit the employee from accepting employment with the City for a period of one (1) year after termination with the Company.

(b) In the event that the City intends to offer employment to one of the below-named individuals, the City will notify the Company of such intent prior to employing the individual. Within 30 days of such notification, if the Company desires to enforce the non-compete agreement, the Company's sole recourse shall be against the individual who is a party to the non-compete agreement, and not under any circumstances against the City.

(c) The Company may add or delete names from the list, however, under no circumstances will more than five (5) individuals be subject to this provision barred from seeking City employment, requiring the City to obtain said release, during the term of this Contract.

(d) List of employees subject to non-compete agreement:

1. Judith Padron, R.T.
2. Meri Pruitt, C. V. T.
3. Courtney Takushi, R. T.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08] **R**

The City or the Company 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, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

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

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

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

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

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

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

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

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

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

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-1/12/09] R

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during

performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. 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.

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

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

If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.

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

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

Submit certificates of insurance to:

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

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

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

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

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

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

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

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

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

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

E-6 **Indemnification** [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

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

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

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

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

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

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

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

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

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

(b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. 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 Contract, 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 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to

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

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

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

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

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

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

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

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

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

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

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

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

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

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

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

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

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

E-22 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Paragraph E-16(c)]	02/2011	2

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Taylor 7-1-11
Deputy City Attorney Date

Gilbert, Romick and Associates of Nevada, MD LTD dba ARC HEALTH AND WELLNESS CENTERS

Paul Granstrom, Executive Vice President

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

(FOR CONSULTING SERVICES ONLY)

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	**Block 2 Description (Subject Matter of Contract/Agreement)**
Name Gilbert Romick and Associates of Nevada MD LTD d/b/a ARC Health and Wellness Centers	**Annual Heart and Lung Physicals for Fire & Rescue**
Address 82 E. Glendale Ave. Sparks NV 89431	
Telephone 775-825-0707 Ext. 3	
EIN or DUNS 26-4185349	**Contract No. 110128-CW**

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☒ Professional 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.	WARREN STEVE GILBERT MD	826 E. Glendale Ave. Sparks NV 89431	775-825-0707 Ext. 3
2.	CHARLES ARTHUR ROMICK, MD	826 E. Glendale Ave. Sparks NV 89431	775-825-0707 Ext. 3
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

PAUL WESLEY GRANSTROM
Name

2/2/2011
Date

Subscribed and sworn to before me this 2nd day of February, 2011

Beth M. Hurley
Notary Public

BETH HURLEY
Notary Public State of Nevada
No. 09-9270-1
My appt. exp. Feb. 9, 2013

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

(FOR CONSULTING SERVICES ONLY)

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

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

Block 1 Contracting Entity	**Block 2 Description (Subject Matter of Contract/Agreement)**
Name Gilbert Romick and Associates of Nevada MD LTD d/b/a ARC Health and Wellness Centers	**Annual Heart and Lung Physicals for Fire & Rescue**
Address 82 S. Glendale Ave. Sparks NV 89431	
Telephone 775-825-0707 Ext. 3	
EIN or DUNS 26-4185399	**Contract No. 110128-CW**

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ☑ Professional 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.	WARREN STEVE GILBERT, MD	826 E. Glendale Ave. Sparks NV 89431	775-825-0707 Ext. 3
2.	CHARLES ARTHUR ROMECK, MD	826 E. Glendale Ave. Sparks NV 89431	775-825-0707 Ext. 3
3.			
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If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

PAUL WESLEY GRANSTROM
Name

2/2/2011
Date

Subscribed and sworn to before me this 2nd day of February, 2011

Beth M. Hurley
Notary Public

BETH HURLEY
Notary Public State of Nevada
No. 09-9270-1
My appt. exp. Feb. 9, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PARKS, RECREATION & NEIGH SVCS
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of the annual Nevada Law Foundation (NLF) Expanding Legal Services Disadvantage Grant in the amount of $105,000 (Special Revenue) for the Senior Citizens Law Project (SCLP) to provide legal services to senior citizens 60 years of age and older throughout Clark County - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $105,000
Funding Source: Grant Revenue/Special Revenue
Dept./Division: Parks, Recreation and Neighborhood Services

PURPOSE/BACKGROUND:
This grant will allow the SCLP to continue to provide legal services to senior citizens 60 years of age and older throughout Clark County. The SCLP has been the recipient of a grant award from the Nevada Law Foundation (NLF) since 2004. The NLF is awarding these monies to supplement general operating expenses, including office supplies, training, legal research, and the hiring of 3 hourly professionals to assist in the delivery of legal services. By supplementing the SCLP's operating expenses, the SCLP will continue to provide legal services to residents of Clark County aged 60 and older with particular emphasis placed on the individual's autonomy and free exercise of individual initiative in planning and managing their own lives. Particular attention is devoted to persons who are in the greatest social and economic need. No match is required.

RECOMMENDATION:
Staff recommends City Council approval.

BACKUP DOCUMENTATION:
Notification of Grant Award Letter from the Nevada Law Foundation

NEVADA LAW FOUNDATION

Senior Citizens Law Project
Sheri Cane-Vogel
400 Stewart Ave
Las Vegas, NV 89101

January 3, 2011

Dear Sheri,

On behalf of the entire Board of Trustees of the Nevada Law Foundation, I am pleased to inform you that your organization has been awarded $105,000 for the 2011 grant cycle. Enclosed is a check for the first the first half of your grant award, $52,500, the second installment will be sent on July 1.

Grants dispersed by the Nevada Law Foundation are funded by the Nevada Interest On Lawyers Trust Accounts (IOLTA) Program. These funds are distributed to organizations with missions related to providing legal services to the poor, to victims of domestic violence, to children protected by or in need of protection of the juvenile court, and to law-related education programs for members of the public.

Please note the following important Nevada Law Foundation dates, as late reports and applications may result in the loss of grant funds for the current year and will affect future funding requests:

- June 15, 2011: Interim report due by 5:00 p.m.
- October 13, 2011: Final report due by 5:00 p.m.
- October 14, 2011: 2012 grant application due by 5:00 p.m.

The Nevada Law Foundation will be posting information about the interim and final report requirements on their website, www.nevadalawfoundation.org.

Thank you for your continued efforts to provide vital services to our community.

Sincerely,

David McElhinney, Chair
Nevada Law Foundation

P.O. Box 1048
Las Vegas, NV 89125
702-384-1204
admin@nevadalawfoundation.org
www.nevadalawfoundation.org

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Cajun Connection, LLC, dba Lola's, Location: 241 West Charleston Boulevard, Suite 101, Date: March 5, 2011, Type: Special Event General, Event: Mardi Gras, Responsible Person in Charge: Lola Pokorny - 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 11:00 a.m. - 10:00 p.m. Estimated attendance is 200. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Wolcoff Enterprise, Inc., dba Luca's Café & Deli, Location: 231 South 3rd Street, Suite 110, Dates: February 26 and March 19, 2011, Type: Special Event General, Event: Luca's Nights, Responsible Person in Charge: Vanesa Wolcoff and 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 90. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Southern Nevada Association of Pride, Inc., Location: 475 South Grand Central Parkway, Suite 1600 (Bldg B), Date: February 26, 2011, Type: Special Event General, Event: Cherry Poppin' Red Dress (Cocktail Party Fundraiser for HIV/AIDS), Responsible Person in Charge: Anthony Clark - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 8:00 p.m. - 2:00 a.m. Estimated attendance is 300. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Whirlygig, Inc. subject to the provisions of the planning and fire codes and Health Dept. regulation, Inc., Location: 1228 South Casino Center Boulevard, Dates: March 3 and April 4, 2011, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Richard Dominguez - 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 times are 6:00 p.m. - 10:00 p.m. Estimated attendance is 3,500. Security provided by Las Vegas Protective Services.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning and fire codes and Health Dept. regulation.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Business Name for a Tavern License, Boomerang's Operator, LLC dba From: Boomerang's, To: Mango's, 6650 Vegas Drive, Stuart Apollo, Managing Mmbr - 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 Tavern License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Restricted Gaming License, Boomerang's Operator, LLC dba Mango's, 6650 Vegas Drive, Stuart Apollo, Managing Mmbr - Ward 5 (Barlow)

Fiscal Impact

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

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

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

CITY OF LAS VEGAS NEVADA

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Extension of a Tavern License for a Change of Ownership, Change of Business Name, and Change of Location, From: Crest Lodge, Inc., dba Fong's Garden Café de Manila, 2021 East Charleston Boulevard, To: Miz Lola's Spirits & Gaming 3, LLC, dba Miz Lola's, 2400 South Jones Boulevard, Suite 6, Juan Bracamonte, Managing Mmbr and Jacqueline Bracamonte, Managing Mmbr - Ward 1 (Tarkanian)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Extension of a Temporary Restricted Gaming License, Miz Lola's Spirits & Gaming 3, LLC, dba Miz Lola's, 2400 South Jones Boulevard, Suite 6, Juan Bracamonte, Managing Mmbr and Jacqueline Bracamonte, Managing Mmbr - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an Extension of a Temporary Restricted Gaming License for 15 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Package License, Cardenas Markets, Inc., dba Cardenas, 4700 Meadows Lane, Jesus Cardenas Sr., CEO, 20%; Luz Cardenas, Sr. VP, 20%; Guadalupe Cardenas, Treas, 20%; Jesus Cardenas Jr., Sr. VP, 20%; Jose Cardenas, Secy, Sr. VP, 20%; and George Cardenas, Sr. VP - Ward 1 (Tarkanian)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an Extension of a Beer/Wine/Cooler On-sale License, Harold Stephen Lyke, dba Pyaar India Restaurant, 9350 West Sahara Avenue, Suite 150, Harold Lyke, Owner, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an Extension of a Beer/Wine/Cooler On-sale License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Package License for a Change of Ownership, From: Stewart Market Corporation, To: Sergio Haron, dba Stewart Market, 2021 Stewart Avenue, Sergio Haron, Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Package License for a Change of Ownership.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Massage Establishment License, Body Spa, Inc., dba Body Spa West, 8751 West Charleston Boulevard, Suites 150, 170, and 190, Debra Ritchey, Pres, Secy, Treas, Dir, 100% - Ward 2 (Wolfson) [NOTE: This is an ancillary license to an existing salon – Body Spa West]

Fiscal Impact

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

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

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

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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

SUBJECT:
Approval of the First Amendment to North Las Vegas Wastewater Service Agreement between the City of Las Vegas (CLV) and the City of North Las Vegas (NLV) to retain a connection between the NLV and CLV sewer system and to charge a 25% premium for any NLV wastewater treated at the CLV facility - County (near Ward 3 - Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas and North Las Vegas entered into an agreement in 1981 which was renewed on February 4, 2009. Under the contract, North Las Vegas was authorized to connect its wastewater collection system into the City of Las Vegas sewer collection system. The City of Las Vegas processed and treated all of the indirect wastewater flows and the direct wastewater flows discharged into the CLV wastewater collection system form NLV wastewater collection system. NLV is constructing a Wastewater Treatment Facility which will receive and treat the indirect wastewater flows generated by the sewer accounts located in NLV. Refer to Agenda Memo for more information.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agenda Memo
2. First Amendment to North Las Vegas Wastewater Service Agreement

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: Approval of the First Amendment to North Las Vegas Wastewater Service Agreement between the City of Las Vegas (CLV) and the City of North Las Vegas (NLV) to retain a connection between the NLV and CLV sewer system and to charge a 25% premium for any NLV wastewater treated at the CLV facility - County (near Ward 3 - Reese)

The City of Las Vegas and North Las Vegas entered into an agreement in 1981 which was renewed on February 4, 2009. Under the contract, North Las Vegas was authorized to connect its wastewater collection system into the City of Las Vegas sewer collection system. The City of Las Vegas processed and treated all of the indirect wastewater flows and the direct wastewater flows discharged into the CLV wastewater collection system form NLV wastewater collection system. NLV is constructing a Wastewater Treatment Facility which will receive and treat the indirect wastewater flows generated by the sewer accounts located in NLV. This First Amendment will retain the connection between NLV and CLV collection system and charge a 25% premium for wastewater treated at the CLV facility after the construction of the NLV facility is completed. Approval of this First Amendment to the NLV Wastewater Service Agreement is contingent upon the Clark County Commission's approval of the easement and maintenance agreement with NLV for the Sloan Channel as the discharge point for NLV wastewater and the Clean Water Coalition Board striking and taking no action on the Reach 0 project.

FIRST AMENDMENT TO NLV WASTEWATER SERVICE AGREEMENT

THIS FIRST AMENDMENT TO NLV WASTEWATER SERVICE AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas ("CLV") and the City of North Las Vegas ("NLV"), each of which is a municipal corporation within the State of Nevada.

WITNESSETH

WHEREAS, CLV and NLV have previously entered into that certain NLV Wastewater Service Agreement dated February 4, 2009, which provides for the continued treatment by CLV of the Indirect Wastewater Flows (defined therein) generated by NLV until such time as NLV Wastewater Treatment Facility (defined therein) currently under construction by NLV becomes operational, at which time further treatment by the CLV would cease as of the deadline set forth under the Agreement; and

WHEREAS, the parties hereto recognize that prior or subsequent to the Wastewater Treatment Facility becoming operational, there may arise a need on the part of NLV to have CLV delay ceasing the treatment of all or a portion of the Indirect Wastewater Flows by the deadline set forth in the Agreement, or for CLV to resume treatment of a portion of the Indirect Wastewater Flows after cessation of the treatment thereof, including, without limitation, such needs as the temporary shutdown for operational maintenance of, or to construct additional treatment capacity at, or to delay or avoid the construction of additional treatment capacity at, the Wastewater Treatment Facility; and

WHEREAS, the parties hereto desire to amend the Agreement to provide NLV with the right to request (i) CLV continue treating the Indirect Wastewater Flows past the deadline set forth in the Agreement for the termination of such treatment, or (ii) resume treatment of the Indirect Wastewater Flows after CLV has ceased the treatment thereof, and to provide for the other modifications of the Agreement as set forth below.

NOW, THEREFORE, for and in consideration of the premises set forth above, the parties hereto do agree as follows:

1. Section 1, Definitions, of the Agreement is hereby amended to delete subsection (g) in its entirety and to insert in lieu thereof the following:

(g) "Direct Wastewater Flows" means the wastewater directly discharged into the CLV collection system by the sewer accounts in NLV.

2. Section 2.02, Indirect Wastewater Flows, of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

2.02 Indirect Wastewater Flows. For the term of this Agreement, or until commencement of operation of the Wastewater Treatment Facility, whichever is the first to

occur, CLV agrees to receive and treat all of the Indirect Wastewater Flows at the WPCF. In consideration for such wastewater treatment, NLV agrees to pay CLV the Monthly Treatment Charge determined pursuant to Section 3 of this Agreement. NLV agrees that CLV may cease receiving and treating the Indirect Wastewater Flows with the commencement of operation of the Wastewater Treatment Facility, provided, however, NLV may request that CLV continue treating, or resume the treatment of, the Indirect Wastewater Flow as set forth herein. For purposes of terminating and/or subsequently regulating the treatment of the Indirect Wastewater Flows, NLV has installed a lockable valve at the location indicated on Exhibit A attached hereto and incorporated herein as part of this Agreement. NLV agrees that the CLV shall have access to and sole control of this valve pursuant to a locking key or some mechanism acceptable to the City. NLV agrees to grant CLV access to this valve by execution of the Grant of Easement, Exhibit B attached hereto and incorporated herein as a part of this Agreement.

Prior or subsequent to the commencement of the operation of the Wastewater Treatment Facility, NLV shall have the right, if the need arises, to request in writing that CLV continue with, or resume the treatment of, the Indirect Wastewater Flows in the amount and for such period of time as requested by NLV. The request shall include, at a minimum, the following information, (i) the reason for the request, (ii) the anticipated date, time and duration needed for the treatment of the Indirect Wastewater Flows, (iii) the estimated daily flow of the Indirect Wastewater Flows to the CLV, (iv) the predicted quality of the Indirect Wastewater Flows (at a minimum the BOD, TSS, NH3-N and the total phosphorus concentrations), and (v) the existence and concentration of any toxic components in the Indirect Wastewater Flows. CLV shall have the sole discretion to grant or deny the request, after considering such factors as, but not limited to, (i) the availability and capacity of its collection system at the time of the request, (ii) the availability and impact on treatment capacity at WPCF, (iii) the quality of the Indirect Wastewater Flows and the presence of any toxic component and (iv) its ability to treat the Indirect Wastewater Flows. The cost for the treatment of the Indirect Wastewater Flows after the commencement of operation of the Wastewater Treatment Facility shall be at the rate set forth in Section 3.01. Nothing set forth in this Section 2.02 shall obligate the CLV to reserve any capacity of its collection system or at the WPCF for the treatment of the Indirect Wastewater Flows

3. Section 3.01, Charge Rate, of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

3.01 Charge Rate. The initial Charge Rate shall be $1.99/kgal for treatment of the Indirect Wastewater Flows. The initial Charge Rate shall remain in effect through December 31, 2011. Commencing January 1, 2012, the Charge Rate shall be $2.50/kgal, increased by the amount of the Consumer Price Index for each year thereafter for any request for the continued or resumed treatment of the Indirect Wastewater Flows submitted by NLV pursuant to Section 2.02.

4. Except as otherwise provided herein, all other provisions of the Agreement shall remain in force and effect between the parties.

Remainder of page intentionally left blank

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

ATTEST:

CITY OF LAS VEGAS

Beverly K. Bridges, MMC Date
City Clerk

By: _____
Oscar B. Goodman, Date
Mayor

APPROVED AS TO FORM:

Robert S. Sylvain 2-2-11
Robert S. Sylvain Date
Deputy City Attorney

ATTEST:

CITY OF NORTH LAS VEGAS

Karen L. Storms, CMC, Date
City Clerk

By: _____
Shari L. Buck, Date
Mayor

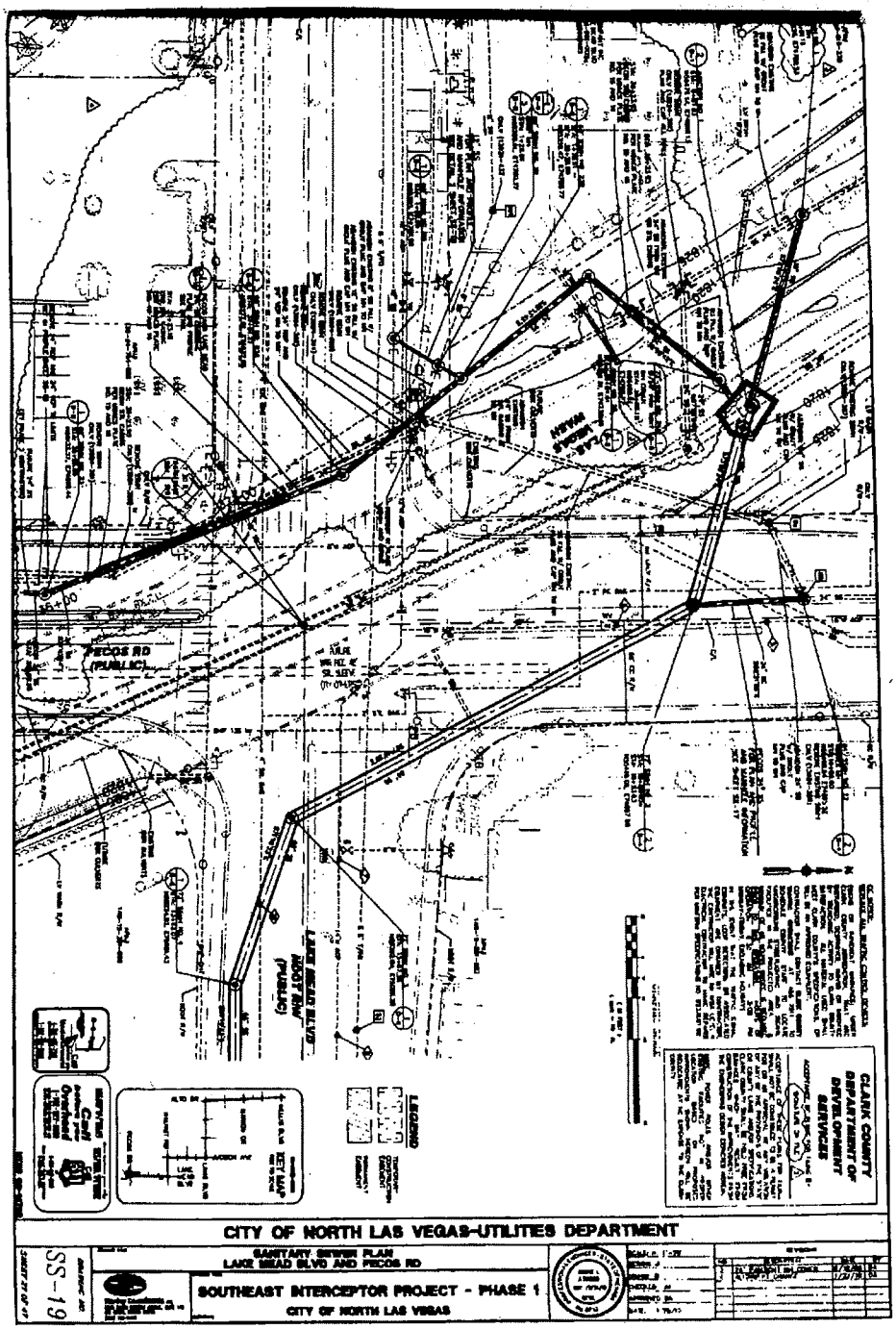
APPROVED AS TO FORM:

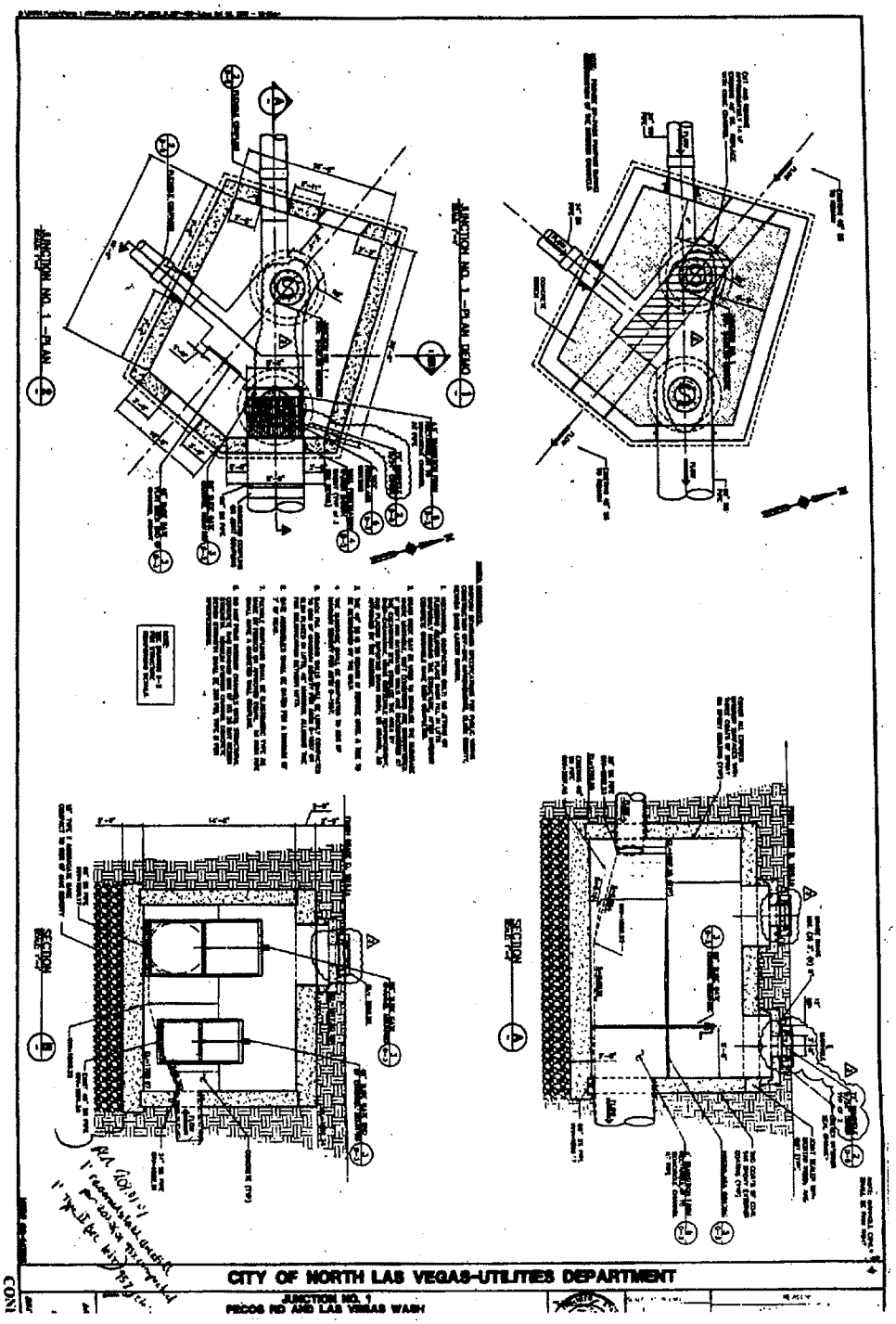
Nicholas G. Vaskov, Date
Acting City Attorney

EXHIBIT A

MAP SHOWING LOCATION OF LOCKABLE VALVE

Exhibit A
Map Showing Location of Lockable Valve





Page 2 of 2

EXHIBIT B

NON-EXCLUSIVE UTILITY ACCESS EASEMENT

APN 139-24-696-001 and 139-24-696-002

WHEN RECORDED, RETURN TO:

City of Las Vegas
Attn: Director of Public Works
400 Stewart Avenue
Las Vegas, Nevada 89101

NON-EXCLUSIVE UTILITY ACCESS EASEMENT

The City of North Las Vegas, a Nevada municipal corporation (the "Grantor"), in consideration for the payment of One Dollar ($1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to the City of Las Vegas, a Nevada municipal corporation (the "Grantee"), a non-exclusive utility access easement to the sewer valve contained in the manhole junction located in the Las Vegas Wash, which sewer valve and manhole junction are depicted on Exhibit A attached hereto and incorporated herein by this reference and located on that certain real property situate in the North Las Vegas, Clark County, Nevada, more particularly described on Exhibit B, attached hereto and incorporated by this reference. In addition to the right of access, the easement granted herein authorizes the Grantee to close or open, lock or unlock, and/or otherwise operate the sewer valve, which controls the flow of sewer effluent from the Grantor to the Water Pollution and Control Facility owned and operated by the Grantee. The Grantee agrees to notify, and coordinate with, the Grantor prior to closing, opening or otherwise operating the sewer valve as permitted herein. Notwithstanding the easement granted herein to the Grantee, Grantor shall be responsible for the maintenance and repairs which are necessary to keep the control valve and manhole junction in good operating condition.

The Grantor reserves all rights not specifically granted to the Grantee herein, including, without limitation, the right to use the easement area for its own purposes, provided such purposes do not interfere with maintaining the valve in a lock position. Without waiving the limits of liability of governmental entities set forth in NRS Chapter 43, and subject to the limit contained therein, the Grantee shall defend, indemnify and hold harmless the Grantor, its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the Grantor suffers, or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Grantee, its

employees, contractors, subcontractors, agents, representatives and employees arising from or related to Grantee's exercise of the rights granted by this instrument.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this _____ day of _____, 20__.

GRANTOR:

_____
MARYANN I. USTICK,
ACTING CITY MANAGER

ATTEST:

_____
KAREN L. STORMS, CMC
CITY CLERK

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

This instrument was acknowledged before me on this _____ day of _____, 2011, by Maryann I. Ustick, the Acting City Manager of the City of North Las Vegas.

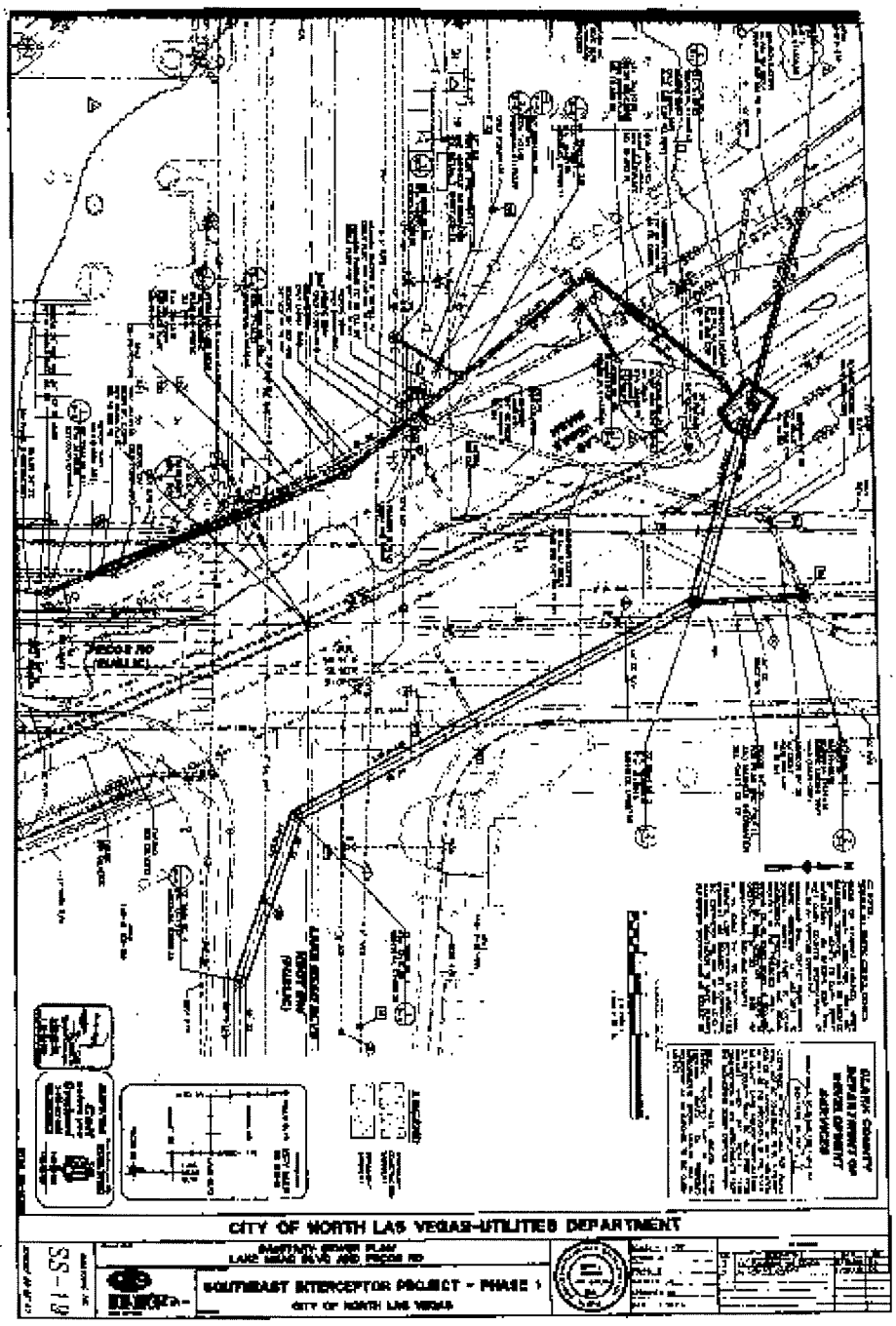
_____
Notary Public in and for said County and State
My Commission Expires on _____

STATE OF NEVADA)
) **ss.**
COUNTY OF CLARK)

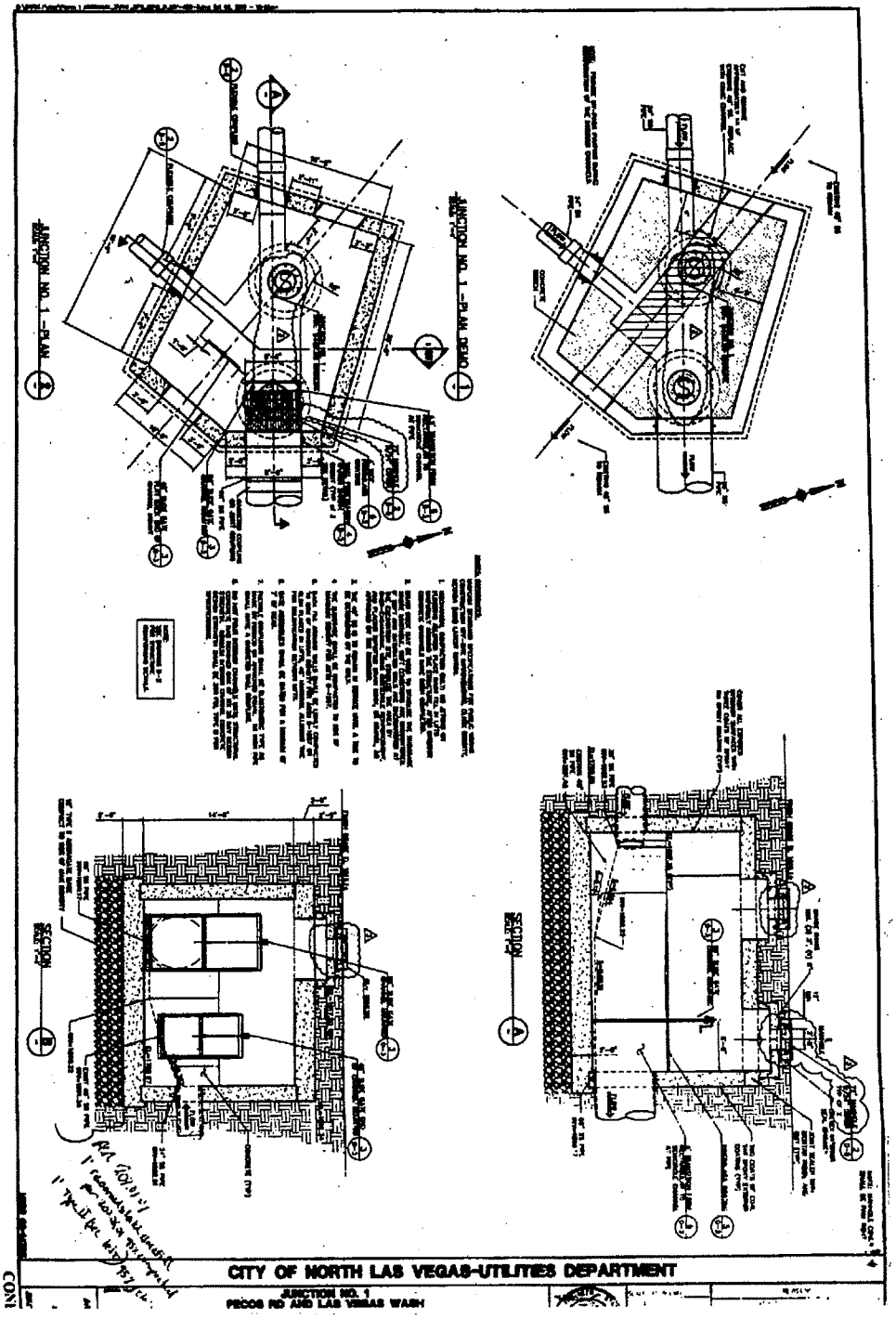
This instrument was acknowledged before me on this _____ day of _____, 2011, by Karen L. Storms, the City Clerk of the City of North Las Vegas.

_____
Notary Public in and for said County and State
My Commission Expires on _____

Exhibit A
Map Showing Location of Lockable Valve



Page 1 of 2


JUNCTION NO. 1 – PLAN
JUNCTION NO. 1 – PLAN DEMO
CITY OF NORTH LAS VEGAS-UTILITIES DEPARTMENT
JUNCTION NO. 1
PECOS RD AND LAS VEGAS WASH

Page 2 of 2

Exhibit B
Legal Description

Mayor
Sheri L. Buck

Council Members
William E. Robinson
Robert L. Eliason
Anita G. Wood
Richard J. Cherchio



Acting City Manager
Maryann Ustick

Public Works Department • Dr. Qiong Liu, P.E., PTOE, Director
50 East Brooks Avenue • North Las Vegas, Nevada 89030
Telephone: (702) 633-1306 • Fax: (702) 633-1909 • TDD: (800) 326-6868
www.cityofnorthlasvegas.com

EXPLANATION: This description represents a portion of the "City of North Las Vegas Flood Channel" properties (A.P.N.'s 139-24-696-001 and 139-24-696-002), located within the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 24, Township 20 South, Range 61 East, and is intended to be used to identify a Permanent Easement to benefit the City of Las Vegas, Nevada for Access Purposes.

PROPERTY DESCRIPTION

A parcel of land being located within the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 24, Township 20 South, Range 61 East, M.D.M., City of North Las Vegas, Clark County, Nevada described as follows:

Commencing at the southeast corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section 24; thence North 88°40'36" West along the south line of said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4), a distance of 90.00 feet to a point on the westerly line of a 150.00 City of North Las Vegas Flood Channel; thence North 32°13'55" West, along said westerly line, 83.16 feet to the **POINT OF BEGINNING** at the point of intersection of a 150.00 foot City of North Las Vegas Flood Channel and the north Right-of-Way line of Lake Mead Boulevard per the Plat of East Vegas Tract recorded in Book 1 Page 106, Clark County, Nevada Records; thence continuing along said westerly line, North 32°13'55" West, 196.21 feet; thence departing said westerly line, South 88°40'36" East, 155.93 feet; thence South 01°19'24" West, 39.48 feet; thence North 88°40'36" West, 105.74 feet; thence South 32°13'55" East, 148.39 feet; thence North 89°33'45" West, 23.76 feet to the **POINT OF BEGINNING**.

Containing 8,611 square feet or 0.197 acres, more or less.

15 Jun 2011
P:\PublicWorks\Survey\Projects\Land Projects\10-700\Descriptions\City of Las Vegas Access Easement.wpd

The Basis of Bearings for this description is North 88°40'36" West, being the south line of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 24, Township 20 South, Range 61 East, M.D.M., City of North Las Vegas, Clark County, Nevada and is based upon the Central Meridian of the City of North Las Vegas User Defined Transverse Mercator Projection; said Meridian being coincident with 115°05'53.00" West of the Greenwich Meridian. Orientation is defined by the High Accuracy Reference Network of Nevada, National Geodetic Survey. (Epoch 1999.37)

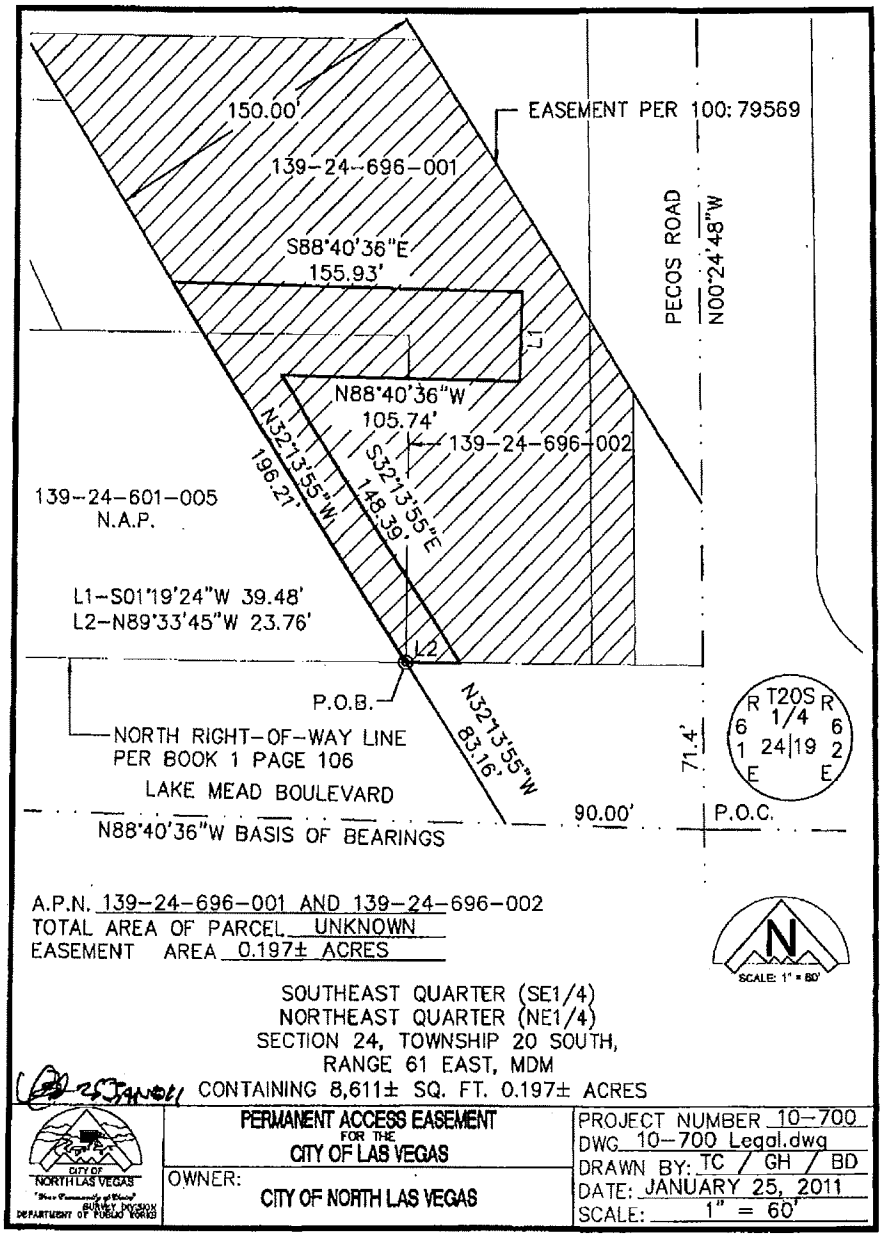
Prepared by:

Bartlett C Dalton, PLS, WRS, CFedS
City Surveyor
50 East Brooks Avenue
North Las Vegas, NV 89030



JAN 2016

P:\PublicWorks\Survey\Projects\Land Projects\10-700\Descriptions\City of Las Vegas Access Easement.wpd


150.00'
EASEMENT PER 100: 79569
139-24-696-001
S88°40'36"E
155.93'
PECOS ROAD
N00°24'48"W
L1
N88°40'36"W
105.74'
139-24-696-002
N32°13'55"W
196.21'
S32°13'55"E
148.39'
139-24-601-005
N.A.P.
L1-S01°19'24"W 39.48'
L2-N89°33'45"W 23.76'
L2
P.O.B.
N32°13'55"W
83.16'
NORTH RIGHT-OF-WAY LINE
PER BOOK 1 PAGE 106
LAKE MEAD BOULEVARD
N88°40'36"W BASIS OF BEARINGS
90.00'
P.O.C.
71.4'
R T20S R
6 1/4 6
1 24 19 2
E E
A.P.N. 139-24-696-001 AND 139-24-696-002
TOTAL AREA OF PARCEL UNKNOWN
EASEMENT AREA 0.197± ACRES
N
SCALE: 1" = 60'
SOUTHEAST QUARTER (SE1/4)
NORTHEAST QUARTER (NE1/4)
SECTION 24, TOWNSHIP 20 SOUTH,
RANGE 61 EAST, MDM
CONTAINING 8,611± SQ. FT. 0.197± ACRES
CITY OF NORTH LAS VEGAS
SURVEY DIVISION
DEPARTMENT OF PUBLIC WORKS
PERMANENT ACCESS EASEMENT
FOR THE
CITY OF LAS VEGAS
OWNER:
CITY OF NORTH LAS VEGAS
PROJECT NUMBER 10-700
DWG 10-700 Legal.dwg
DRAWN BY: TC / GH / BD
DATE: JANUARY 25, 2011
SCALE: 1" = 60'

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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

SUBJECT:
Approval of a Cooperative (Local Public Agency) Agreement for the Electric Bikes Program Street Improvements Project between the City of Las Vegas and the Nevada Department of Transportation ($261,629 - Public Works Capital Project Fund [CPF]) - Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $261,629
Funding Source: Public Works CPF
Dept./Division: PW/Traffic Engineering

PURPOSE/BACKGROUND:
The city of Las Vegas and the Nevada Department of Transportation (NDOT) have entered into an agreement in which NDOT will provide funding (Federal Congestion Mitigation and Air Quality Funds) for a street improvements project for developing the electric bikes program on various city streets to connect a variety of public agency buildings and/or facilities to the downtown area via designated electric bike routes.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Cooperative Agreement

Highway Agreement _____

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
ELECTRIC BIKES PROGRAM STREET IMPROVEMENTS PROJECT

This Agreement is made and entered the _____ day of _____, _____, by and between the State of Nevada, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Las Vegas 400 Stewart Ave. Las Vegas, NV 89101 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under N.R.S. (Nevada Revised Statutes) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 U.S.C. (United States Code) § 106; and

WHEREAS, N.R.S. 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 C.F.R. § 635.105(c) provides that when a local public agency project is located on a street or highway over which the DEPARTMENT does not have legal jurisdiction, or when special conditions warrant, the DEPARTMENT may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract provided certain conditions are met; and

WHEREAS, the CITY will design, advertise, award, and manage construction of bike infrastructure improvements including slurry seal paving, minor asphalt patching, median islands, a shared use path, bike lane restriping and the installation of bike signage on various streets in Downtown Las Vegas as outlined in the Project Scope attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved for Federal Congestion Mitigation and Air Quality (CMAQ) funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, C.F.D.A. (Code of Federal Domestic Assistance) Number 20.205 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 C.F.R. § 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and State regulations and policies.

3. To obligate Federal CMAQ funding for a maximum amount of Two Hundred Sixty-one Thousand Six Hundred Twenty-nine and No/100 Dollars ($261,629.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT.

6. To ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications and estimates) in fifteen working days and to ensure that American Association of State Highway Transportation Officials (AASHTO) and Manual of Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To review all exceptions to AASHTO design standards, and to approve those exceptions when acceptable.

9. To invoke the DEPARTMENT's authority under N.R.S. 408.210(4), to require relocation or adjustment of any encroachments, including utility facilities occupying the DEPARTMENT's right-of-way pursuant to DEPARTMENT permits issued pursuant to N.R.S. 408.210 and/or N.R.S. 408.423, in order to accommodate construction of the PROJECT.

10. To exercise final approval over utility adjustments that are within the DEPARTMENT's right-of-way and to have full authority to inspect said utility relocations.

11. To assign a Right-of-Way Agent to provide guidance and oversight to ensure all utility relocations are performed in accordance with state and federal regulations including, but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.

12. To ensure that applicable right-of-way laws and regulations are met on this PROJECT and to document those actions in accordance with the DEPARTMENT's administrative requirements.

13. To review and approve the CITY's procedures utilized for advertising, bid opening and award of the PROJECT, so that the DEPARTMENT may satisfy itself that the same are in accordance with applicable Federal requirements.

14. To issue an occupancy permit to the CITY, at no cost to the CITY, allowing it to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT.

15. To ensure that all reporting and project documentation, as necessary for financial management and required by applicable Federal requirements, is submitted by the DEPARTMENT to the FHWA.

16. To authorize the CITY to proceed with the advertisement/award of the contract and construction of the PROJECT, once the final design (including plans, specifications and

estimates) has been reviewed and approved by the DEPARTMENT, all certifications have been completed and the funding authorized. The DEPARTMENT shall issue such authorization through a written "Notice to Proceed".

17. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representative to monitor the CITY's compliance with applicable Federal and State requirements.

18. To review and approve when appropriate addenda, supplementals and change orders to the construction contract of the PROJECT to ensure compliance with the terms of this Agreement within five (5) working days. Failure to respond within five (5) working days constitutes approval. Approval of said addenda, supplementals and change orders does not alter the maximum reimbursement to the CITY as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7.

19. To review the CITY's as-built plans and to attend the CITY final inspection of the PROJECT.

20. To reimburse the CITY, monthly as work progresses on the PROJECT, for one hundred percent (100%) of ELIGIBLE PROJECT COSTS based on supporting documentation minus any DEPARTMENT PROJECT COSTS. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I Paragraph 3, minus any DEPARTMENT PROJECT COSTS as established in ARTICLE III Paragraph 7. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal Office of Management and Budget (OMB) Circulars including but not limited to those listed on Attachment B, attached hereto and incorporated herein.

21. To transfer to the CITY maintenance responsibility including utility costs for the improvements consisting of a shared use path and bike signage constructed as part of the PROJECT on Rancho Dr. from Austin Ave. to Mesquite Ave., Bonanza Rd. from Casino Center Blvd. to Las Vegas Blvd. and Washington Ave. from Veterans Memorial Dr. to Las Vegas Blvd. upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the PROJECT (including the development of plans, specifications and estimates); (b) the completion of the NEPA documentation in conformance with 23 C.F.R. § 771; (c) the acquisition of environmental permits and clearances; and (d) the advertisement, award and construction management of the PROJECT, as outlined in Attachment A, in accordance with Federal, State and local laws, regulations, ordinances and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with CITY standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State and local laws, regulations, ordinances and policies.

2. To require those utility companies having franchise agreements with the CITY, when permitted under the terms of the franchise agreement, to relocate their facilities if necessary or otherwise accommodate the PROJECT at no cost to the PROJECT, DEPARTMENT or the CITY.

3. To ensure that any utility relocations are in compliance with ADA requirements.

4. To coordinate and provide liaison for the relocation or adjustment of utilities in accordance with applicable State and Federal regulations, including but not limited to N.A.C (Nevada Administrative Code) Chapter 408 and 23 CFR § 645.

5. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews, right-of-way settings, review meetings and the pre-construction conference.

6. To submit to the DEPARTMENT for review and approval, preliminary plans at sixty percent (60%), ninety percent (90%) and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate and bid documents, which must include the provisions listed in Attachment C "Required Documents In Bid Packets Of Projects with DBE Goals", attached hereto and incorporated herein.

7. To obtain an occupancy permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of constructing and maintaining the PROJECT, prior to advertising the PROJECT.

8. To follow the terms and conditions of the occupancy permit issued by the DEPARTMENT so long as the terms and conditions are consistent with the terms and conditions contained herein and to incorporate those terms and conditions into the contract bid documents. In the event of any inconsistencies and/or conflict in the terms and conditions, this Agreement shall take precedence.

9. Concurrent with its provision to the DEPARTMENT of the hundred percent (100%) submittal, the CITY shall submit a written certification accompanied by supporting documentation, evidencing that the proposed improvements will be constructed on property owned or authorized to be used by the CITY and that all utility relocations and /or adjustments were completed in accordance with federal and state regulations.

10. To proceed with the PROJECT advertisement only after receiving a written "Notice to Proceed" from the DEPARTMENT.

11. To submit to the DEPARTMENT three (3) final sets of plans, specifications, estimates and bid documents for the DEPARTMENT's use.

12. To perform the contract administration of the construction contract by providing appropriate personnel to: (a) observe, review, inspect, perform materials testing; (b) be in responsible charge of the construction; (c) be capable of answering any question that may arise in relation to the contract plan and specifications during construction; (d) be responsible for ensuring that all applicable NEPA, environmental permits and clearances requirements for monitoring and mitigation during construction of the PROJECT are being met; and (e) to report to the DEPARTMENT's Resident Engineer on administration of the contract, compliance with Federal requirements and the contractor's acceptable fulfillment of the contract.

13. To submit to the DEPARTMENT for review and approval any addenda, supplementals and change orders and to obtain written DEPARTMENT approval for any addenda, supplementals and change orders prior to incorporating them into the PROJECT.

14. To allow the DEPARTMENT and its designated representatives to monitor all work associated with the PROJECT during construction.

15. To incorporate all required D.B.E. (Disadvantaged Business Enterprise) goals into the contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the D.B.E. goals.

16. To monitor the consultant and/or contractor on the PROJECT, to ensure that D.B.E. goals are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR § 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the D.B.E. standards.

17. To perform PROJECT documentation and quality control during contract administration according to the CITY's established procedures, as approved by the DEPARTMENT. If the CITY does not have DEPARTMENT approved procedures, it must then follow the procedures contained in the DEPARTMENT's "Documentation Manual" and "Construction Manual," incorporated herein by reference. The manuals may be obtained from the DEPARTMENT's Administrative Services Division.

18. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 C.F.R. § 170, including Appendix A available at http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.

19. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT COSTS. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as established in Article I Paragraph 3, less any DEPARTMENT PROJECT COSTS, as established in Article III Paragraph 7. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Invoices for the construction phase including the final invoice shall be forwarded to the DEPARTMENT's Resident Engineer for review. The DEPARTMENT's Resident Engineer shall forward the invoice to the DEPARTMENT's Local Public Agency Coordinator for payment processing. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars including but not limited to those listed on Attachment B.

20. To be responsible for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

21. To accept maintenance responsibilities including utility costs for the improvements consisting of asphalt paving, striping and bike signage constructed as part of the PROJECT with the exception of the bike signage installed on Bonanza Rd. from Casino Center Blvd. to Las Vegas Blvd. and Washington Ave. from Veterans Memorial Dr. to Las Vegas Blvd., upon completion and the DEPARTMENT's final written acceptance of the PROJECT.

22. To complete and sign Attachment D – "Affidavit Required Under Section 112(c)

of Title 23 United States Code, Act of August 27, 1958 and Part 29 of Title 49, Code of Federal Regulations, November 17, 1987" and Attachment E – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including December 31, 2012, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first ,save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 C.F.R. § 225.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. All right-of-way for the PROJECT is in place and no utility facilities, having prior rights or franchise agreements that require the CITY to pay for any relocation, will require relocation to accommodate the PROJECT. If it is subsequently determined that this is inaccurate, a written amendment to this Agreement shall be required.

5. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

6. The TOTAL ESTIMATED PROJECT COSTS are Two Hundred Sixty-one Thousand Six Hundred Twenty-nine and No/100 Dollars ($261,629.00), which includes: Two Hundred Sixty-one Thousand Six Hundred Twenty-nine and No/100 Dollars ($261,629.00), comprising Federal funding of one hundred percent (100%) of the TOTAL ESTIMATED PROJECT COSTS. The parties acknowledge and agree that the TOTAL ESTIMATED PROJECT COSTS set forth herein are only estimates and that in no event shall the DEPARTMENT or federal portion exceed the total obligated amount, as established in Article I Paragraph 3, and furthermore in no event will the CITY be obligated under this Agreement to pay any additional PROJECT COSTS in excess of the match amount set forth above, except as otherwise approved by the governing body of the CITY.

7. Any match requirement due to a change in future federal legislation will be the responsibility of the CITY and a written amendment to this Agreement shall be required.

8. The following is a summary of TOTAL ESTIMATED PROJECT COSTS and available funds:

TOTAL ESTIMATED PROJECT COSTS:

DEPARTMENT Preliminary Engineering Costs:	$ 5,000.00
CITY Preliminary Engineering Costs:	$ 45,000.00
DEPARTMENT Construction Engineering Costs:	$ 5,000.00
CITY Construction Engineering Costs:	$ 5,000.00
Construction Costs:	$ 201,629.00

TOTAL ESTIMATED PROJECT COSTS:	$ 261,629.00
AVAILABLE FUNDING SOURCES:	
Federal CMAQ Funds:	$ 261,629.00
TOTAL PROJECT FUNDING:	$ 261,629.00

9. The CITY may not incur any reimbursable PROJECT COSTS until this Agreement is executed by both parties and the DEPARTMENT has issued a written "Notice to Proceed."

10. The TOTAL PROJECT COSTS shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering, completing the NEPA process and acquiring environmental permits and clearances, right-of-way engineering, right-of-way acquisition, the relocation of utilities, construction engineering, and construction costs. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. ELIGIBLE PROJECT COSTS are those costs as defined in the applicable Federal OMB Circulars, including but not limited to those listed on Attachment B.

11. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work, and shall be specified in an amendment which will set forth the nature and scope thereof. The method of payment for extra work shall be specified at the time the amendment is written.

12. The CITY'S TOTAL ESTIMATED PROJECT COSTS may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices.

13. Plans, specifications, and estimates shall be reviewed by the DEPARTMENT for conformity with the Agreement terms. The CITY acknowledges that review by the DEPARTMENT does not include detailed review or checking of major components and related details or the accuracy and sufficiency of such deliverables.

14. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

15. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY.

16. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or

mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:

Susan Martinovich, P.E., Director
Attn: Jason Tyrrell, P.E.
Local Public Agency Coordinator
Nevada Department of Transportation
Roadway Design
123 E. Washington Avenue
Las Vegas, Nevada 89101
Phone: (702) 671-8852
Fax: (702) 671-8850
E - mail: jtyrrell@dot.state.nv.us

FOR CITY:

K. Diane Phomninh
City of Las Vegas – Traffic Engineering Management
400 Stewart Avenue
Las Vegas, NV 89101
Phone: (702) 229-2199
Fax: (702) 366-0032
E -mail: dphomninh@lasvegasnevada.gov

17. Up to the limitation of law, including, but not limited to, N.R.S. Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

18. The parties do not waive and intend to assert available N.R.S. Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any State or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

19. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada district courts for enforcement of this Agreement.

20. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

21. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

22. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

23. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

24. Each party agrees to keep and maintain under generally accepted accounting principles full, true and complete records and documents pertaining to this Agreement and to present, at any reasonable time, such information for inspection, examination, review, audit and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

25. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

26. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard 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, without limitation, apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

27. Both parties shall assure that no person shall on the grounds of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service, program or activity offered by said parties, regardless of funding source. Both parties further assure that every effort will be made to prevent discrimination through the impacts of their programs, policies, and activities on minority and low-income populations.

28. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

29. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

30. Pursuant to N.R.S. 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

31. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

32. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

33. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

34. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General

Attachment A

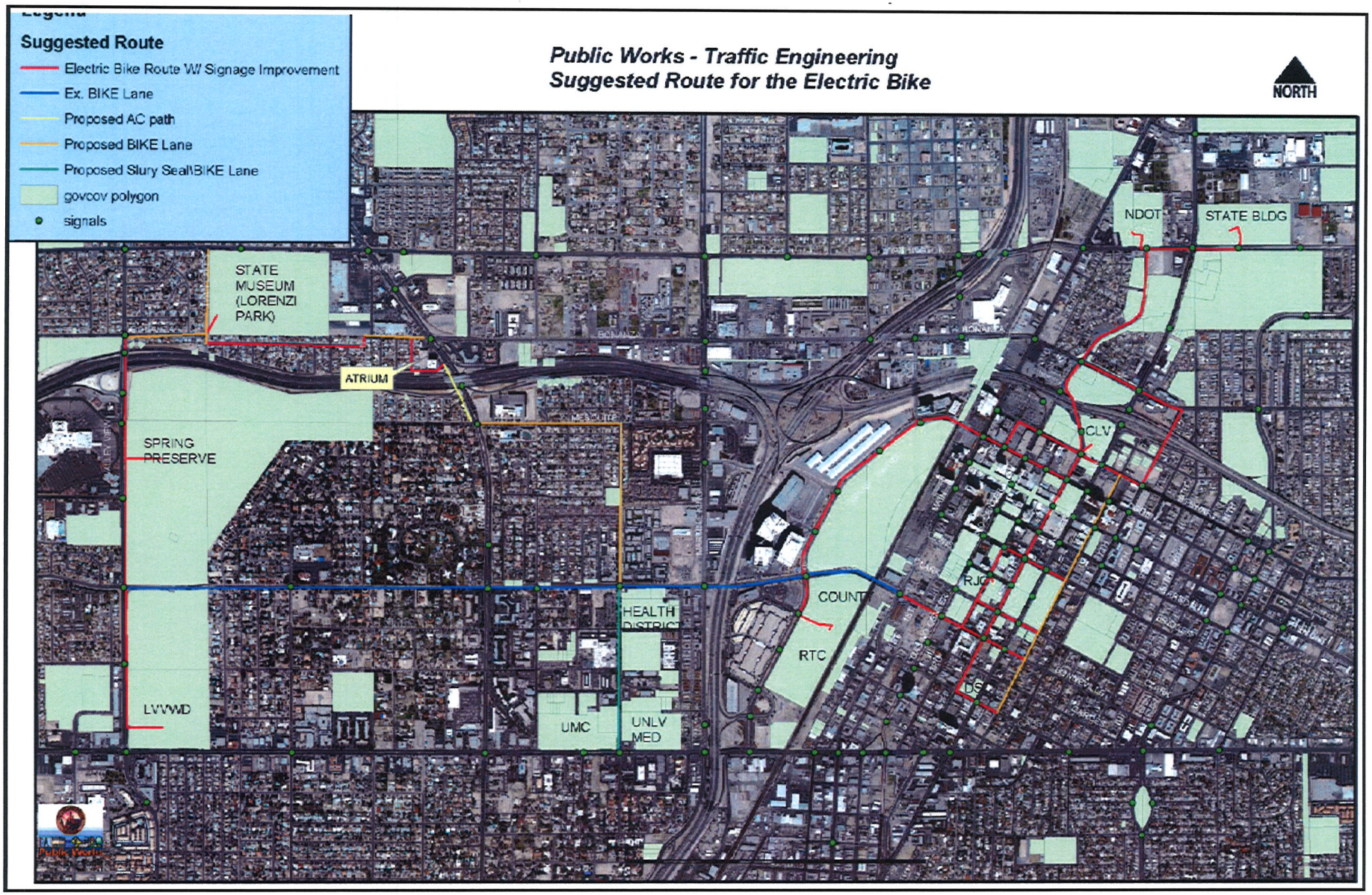
SCOPE OF WORK
PROJECT

The project consists of the construction of bike infrastructure improvements including slurry seal paving, minor patching, median island construction, bike lane restriping and signage on Shadow Ln. from Charleston Blvd. to Bonneville Ave. as depicted on the attached drawing.

The project also includes bike lane restriping and signage on the following streets; Twin Lakes Dr. from Washington Ave. to Avalon Ave., Bonanza Rd. from Valley View Blvd. to Twin Lakes Dr., Bonanza Rd. from Norlen St. to Rancho Dr., Shadow Ln. from Mesquite Ave. to Bonneville Ave. and 6th St. from Gass Ave. to Stewart Ave. as depicted on the attached drawing.

The project also includes the installation of bike signage on the following streets; Valley View Blvd. from Charleston Blvd. to Bonanza Rd., Avalon Ave. from Twin Lakes Dr. to Norlen St., Ramsey St. from Bonanza Ave. to Austin Ave., Austin Ave. from Ramsey St. to Rancho Dr., Grand Central Pkwy. From the North Entrance to the Clark County Government Center to Ogden Ave., Ogden Ave. from Grand Central Pkwy. to 4th St., Bonneville Ave. from Main St. to 6th St. Gass Ave. from 4th St. to 6th St., 1st St. from Ogden Ave. to Stewart Ave., 3rd St. from Bonneville Ave. to Bridger Ave., 4th St. from Gass Ave. to Grand Central Pkwy., Clark Ave. from 3rd St. to 6th St., Bridger Ave. from 3rd St. to 6th St., Stewart Ave. from 1st St. to 7th St., 7th St. Stewart Ave. to Bonanza Rd., Casino Center Blvd. from 4th St. to Bonanza Rd., Veterans Memorial Dr. from Bonanza Rd. to Washington Ave., Bonanza Rd. from Casino Center Blvd. to 7th St. and Washington Ave. from Veterans Memorial Dr. to the Sawyer Bldg. as depicted on the attached drawing.

The project also includes the construction of a shared use path and signage on Rancho Dr. from Austin Ave. to Mesquite Ave. as depicted on the attached drawing.


Suggested Route
Electric Bike Route W/ Signage Improvement
Ex. BIKE Lane
Proposed AC path
Proposed BIKE Lane
Proposed Slury Seal\BIKE Lane
govcov polygon
signals
Public Works - Traffic Engineering
Suggested Route for the Electric Bike
NORTH
STATE MUSEUM (LORENZI PARK)
ATRIUM
SPRING PRESERVE
LVVWD
UMC
UNLV MED
HEALTH DISTRICT
RTC
COUNTY
RJC
CLV
NDOT
STATE BLDG

Attachment B

Office of Management and Budget (OMB) Circulars

State and Local Governments

- 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
- OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; as implemented in 43 CFR 12, Subpart C
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Non-Profit Organizations

- 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122), except recipients listed in Appendix C to Part 230 are subject to Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, as implemented in 43 CFR Part 12, Subpart A: Administrative and Audit Requirements and Cost Principles for Assistance Programs

Organizations for Profit, Individuals and Others Not Covered Above

- Federal Acquisition Regulation (FAR) Subpart 31.2, Contracts with Commercial Organizations (Contract Cost Principles and Procedures)
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, hospitals, and Other Non-Profit Organizations, as implemented in 2 CFR 215 and 43 CFR Part 12, Subpart F
- FAR Subpart 42.1, Contract Audit Services; FAR Subpart 42.7, Indirect Cost Rates; FAR Subpart 42.8, Disallowance of Costs

The OMB Circulars can be found on:

http://www.whitehouse.gov/OMB/circulars/index.html

Attachment C

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS WITH DBE GOALS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Minority Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

NDOT – DBE (MBE/WBE) Information*

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**

* **Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

** **Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all

major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

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

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

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

(4) with respect to helpers as defined in Section IV.4(c), when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

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

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work

performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified on an applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper as defined above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics,

apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

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

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. **Instructions for Certification - Lower Tier Covered Transactions:** (Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", the Department is requiring that the employers insert, for their employees, an ethnic code and Male/Female identifier on each weekly certified payroll.

For standardization purposes the Department has established the following identification codes:

#1 Native Americans: Persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.

#2 Black Americans: Persons having origins in any of the Black racial groups of Africa.

#3 Asian-Pacific Americans: Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas and/or which includes persons whose origin are from India, Pakistan, and Bangladesh.

#4 Hispanic Americans: Persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race.

#5 None of These: Persons not otherwise included in the above designations.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of

Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work

force on board in whole or in part for the last payroll period preceding the end of the month.

The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

   a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

   b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

   c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

   The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

   > It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: 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, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

   The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In

the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
MINORITY BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

MINORITY BUSINESS ENTERPRISE. This project is subject to TITLE 49, Part 26, Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprise as defined in 49 CFR Part 26 shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that minority business enterprise have an equal opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

1. "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is;

    a. Black (a person having origins in any of the black racial groups of Africa);

    b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Carribean Islands, regardless of race);

    c. Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands); or

    d. American Indian and Alaskan Native (a person having origins in any of the original peoples of North America);

    e. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).

2. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

    a. A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to 49 CFR Part 26.1.

        (a) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

3. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's minority business enterprise program.

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ } SS

COUNTY OF _____ }

I, _____(Name of party signing this

affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

_____
Notary Public, Judge or

(SEAL)
other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
c. Initial award
d. post-award

3. Report Type:
☐ a. initial filing
b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify:** nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: _____
Title: _____
Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction Standard Form - LLL

CONTRACT NO.:_____ **CONTRACTOR:**

NAME OF SUBCONTRACTOR	USED		DBE STATUS	
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified
	☐ Yes	☐ No	☐ DBE Certified	☐ Not DBE Certified

NOTICE: SUBMIT THIS FORM BY 5:00 P.M. THE NEXT WORKING DAY AFTER THE OPENING OF BIDS. YOU MAY MAKE COPIES OF THIS FORM. LIST ALL COMPANIES BIDDING WITH YOUR FIRM ON THIS CONTRACT. FIRMS THAT ARE LISTED WILL BE SENT A CONTRACTORS REGISTRATION FORM BY NDOT THAT WILL BE UPDATED ANNUALLY. FAILURE TO SUBMIT THIS FORM WITHIN THE REQUIRED TIME WILL DEEM THE BID NON-RESPONSIVE.

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five (5) percent of bid amount)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

This information must be submitted with your bid proposal. The bidder shall enter ***"NONE"*** *under* ***"NAME OF SUBCONTRACTOR"*** *if not utilizing subcontractors exceeding this amount.*

NAME OF SUBCONTRACTOR	*CONTRACT ITEM NO(S).*	*NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT*	*DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED*

NOTE: Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one (1) percent of bid amount or $50,000, whichever is greater)

CONTRACT NO. _____ *CONTRACTOR* _____

PROJECT NO. (S). _____ *ADDRESS* _____

_____ _____

BID AMOUNT $ _____

This information must be submitted by the three lowest bidders within two (2) hours after the completion of the opening of the bids. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two (2) hours.

NAME OF SUBCONTRACTOR	CONTRACT ITEM NO(S).	NEVADA CONTRACTOR LICENSE AND LICENSE LIMIT	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

NOTE: ***Subsection 108.01 of the Standard Specifications and these Special Provisions apply to Subletting of any portion of the contract***

_____ _____

CONTRACTOR'S SIGNATURE *DATE*

TELEPHONE NO. ( ) _____

NDOT
052-011
01/00

Attachment D

AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF _____ }
COUNTY OF _____ } **SS**

I, _____ **(Name of party signing this**

affidavit and the Proposal Form) _____ **(title).**

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

- **(a)** **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:**
- **(b)** **Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**
- **(c)** **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and**
- **(d)** **Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.**

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this ____ day of_____, _____

_____
Signature

_____
Notary Public, Judge or other Official

Attachment E

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Name (please type or print)

_____
Signature

_____
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:
☐ a. contract
☐ b. grant
☐ c. cooperative agreement
☐ d. loan
☐ e. loan guarantee
☐ f. loan insurance

2. Status of Federal Action:
☐ a. bid/offer/application
☐ c. Initial award
☐ d. post-award

3. Report Type:
☐ a. initial filing
☐ b. material change

For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
☐ **Prime** ☐ **Sub-awardee**
Tier _____, *if* known:

Congressional District, *if* known:

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:

Congressional District, *if* known:

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, *if* applicable: _____

8. Federal Action Number, *if* know:

9. Award Amount, *if* known:
$

10. a. Name and Address of Lobbying Entity
(if individual, last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

b. Individuals Performing Services *(including address if different from No. 10a)*
(last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment *(check all that apply):*
$ _____ ☐ actual ☐ planned

12. Form of Payment *(check all that apply):*
☐ **a. cash**
☐ **b. in-kind; specify:** nature _____
value _____

13. Type of Payment *(check all that apply):*
☐ **a. retainer**
☐ **b. one-time fee**
☐ **c. commission**
☐ **d. contingent fee**
☐ **e. deferred**
☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing and possible action regarding the City of Las Vegas Neighborhood Stabilization Plan (NSP3) securing an allocation of $10,450,623 in NSP funds from the Department of Housing and Urban Development (HUD) – All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $10,450,623
Funding Source: Federal NSP3
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
Title III of Division B of the Housing and Economic Recovery Act, 2008 (HERA) appropriated $970,000,000 nationwide for emergency assistance for abandoned and foreclosed homes for Neighborhood Stabilization Program (NSP3). In order to receive the $10,450,623 allocation through NSP3, the City of Las Vegas must submit a Substantial Amendment to its Fiscal Year 2010-2011 Action Plan to HUD by March 1, 2011. This Substantial Amendment outlines the NSP3 eligible programs and strategies as proposed by the City.

RECOMMENDATION:
Staff recommends approval of the Substantial Amendment to the City of Las Vegas First Program Year Action Plan 2010-2011 / Neighborhood Stabilization Plan and authorizes the Director of the Department of Economic and Urban Development to submit the plan to HUD and execute all related documents.

BACKUP DOCUMENTATION:
2010-2011 Action Plan Substantial Amendment

City of Las Vegas, Nevada

Substantial Amendment
to
First Program Year Action Plan
2010–2011

For the Period ~ March 1, 2011 – June 30, 2014

Housing and Economic Recovery Act of 2008

Neighborhood Stabilization Plan 3

March 1, 2011

OFFICE OF BUSINESS DEVELOPMENT

Prepared and Submitted by the city of Las Vegas,
Office of Business Development ~ Bill Arent, Director



Las Vegas City Council: Mayor Oscar B. Goodman • Mayor Pro Tem Gary Reese, Ward 3
Councilman Steve Wolfson, Ward 2 • Councilwoman Lois Tarkanian, Ward 1 • Councilman Steven D. Ross, Ward 6
Councilman Ricki Y. Barlow, Ward 5 • Councilman Stavros S. Anthony, Ward 4

NS-0006-01-11 MC

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2010–2011 Action Plan Substantial Amendment

Executive Summary

Title III of Division B of the Housing and Economic Recovery Act, 2008 (HERA) appropriated $970,000,00 million nation wide for emergency assistance for redevelopment of abandoned, foreclosed, and short-sale residential properties and provides under a rule of construction that, unless HERA states otherwise, the grant is to be considered Community Development Block Grant (CDBG) funds. This grant program is referred to as the Neighborhood Stabilization Program (NSP1). The program contains alternative requirements to provisions under Title I of the Housing and Community Development Act as authorized through the Secretary of HUD to expedite the use of the NSP3 funds. In 2009, Congress appropriated additional neighborhood Stabilization funds under the Recovery Act. In 2010, Congress appropriated a third round of neighborhood stabilization funds in the Dodd-Frank Act. Grants, grantees, assisted activities, and implementation rules under the Dodd-Frank Act will be referred to within this document as NSP3.

The NSP3 funds must be used within neighborhoods that have the greatest need; specifically those identified through the HUD Foreclosure Need website. The score rank of need is rated from 1 to 20, with 20 being census tracts with the HUD-estimated greatest need; but identified targeted geography may not have less than the lesser of 17 or the twentieth percentile. The NSP3 funds may only be used according to the five NSP-1 eligible uses as delineated through HERA. The City of Las Vegas proposes to utilize its NSP3 funds to acquire residential properties that have been abandoned, foreclosed upon or offered as short sale and are located within a targeted neighborhood of greatest need. The program will be used to assist households earning up to 120% of Area Median Income (AMI) with 25% of the total allocation reserved to assist households earning at or below 50% AMI. The NSP3 funds may not be used to provide rental assistance, demolition of structures that are not blighted, or foreclosure prevention. Properties acquired through the NSP3 must be purchased at an aggregate 1% discount from current appraised value. Fifty percent (50%) of all NSP3 funds must be expended within 24 months from the time the City contracts with HUD and fully expended by June 30, 2014.

In order to receive the **$10,450,623** allocation from HUD through the NSP3, the City of Las Vegas must submit a Substantial Amendment to its Fiscal Year 2010-2011 Action Plan. This Substantial Amendment presents the housing activities which will be undertaken by the City through an approved contract with HUD. The goal of the housing activities is to make our community's neighborhoods more stable, sustainable, and competitive and to integrate them into the overall community with consideration for transportation, affordable housing, services, and employment centers to the greatest extent possible under the implementation rules of the NSP3.

City of Las Vegas Available Resources

Neighborhood Stabilization Program	**$10,450,623**
Total NSP3 Allocations to City of Las Vegas	**$10,450,623**

The City will also utilize RDA 18% Set-Aside, a non-federal funding source, to leverage NSP3 funds where applicable. The RDA Set-Aside funds may only be used to serve households earning 80% of AMI and have regulations that are less restrictive than NSP3.

2010–2011 Action Plan Substantial Amendment

Affordable Housing Objectives and Outcomes

Program	Budget	Objective	Outcome
Acquisition/Rehabilitation & Resale (ARR)	**$6,242,905**	Make City acquired and rehabilitated homes available for sale at a price affordable to households earning up to 120% AMI	Provide **40** high quality, affordable homes to qualified households and stabilize target neighborhoods
Homebuyer Assistance Program (HAP)	**$300,000**	Provide Home ownership opportunities for households earning up to **120% AMI**	Assist **40** households to purchase a city acquired and rehabilitated home (ARR). Program Income will be used to continue funding the HAP after the first 10 home sales.
Long Term Rental Housing (LTR)	**$2,612,656**	Affordable rental housing for households earning at or below **50% AMI**.	Acquire and maintain **16** homes to operate an affordable, long term rental program
Professional Services (PS)	**$250,000**	Secure professional services such as certified appraisers	Comply with the program rules under the Housing and Economic Recovery Act of 2008 for the NSP3.
Administrative	**$1,045,062**	Funding for salaries, supplies and equipment required to administer the NSP3 program activities	Successfully administer all NSP3 activities and provide affordable housing for households earning up to 120% AMI
Total	**$10,450,623**		**56 Homes**

Geographic Area of the City of Las Vegas

For geographic information about the City, please reference the Consolidated Plan and City of Las Vegas Community Profile publication which may be downloaded from the City of Las Vegas web site at **http://major.lasvegasnevada.gov/website/clvcamps/viewer.htm**

2010–2011 Action Plan Substantial Amendment

Areas of Greatest Need
Summary needs data identifying the geographic areas of greatest need in Las Vegas

Neighborhood Name: **Alexander-Buffalo-Gowan-El Capitan**
Neighborhood NSP3 Score: **17**
Total Housing Units in Neighborhood: **2,420**
Area Benefit Eligibility:

- Percent Persons Less than 120% AMI – **37.15%**
- Percent Persons Less than 80% AMI – **17.06%**

Vacancy Estimate:

- USPS Residential Addresses in Neighborhood: **2,686**
- Residential Addresses Vacant 90 or more days (USPS, March 2010): **125**
- Residential Addresses NoStat (possible units under development): **13**

Foreclosure Estimates:

- Total Housing Units to receive a mortgage between 2004 and 2007: **2,177**
- Percent of Housing Units with a high cost mortgage between 2004 and 2007: **19.56%**
- Percent of Housing Units 90 or more days delinquent or in foreclosure: **18.68%**
- Number of foreclosure starts in past year: **269**
- Number of Housing Units Real Estate Owned July 2009 to June 2010: **148**

Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): **54**
Supporting Data:

- Metropolitan Area percent fall in home value since peak value: **-50.7%**
- Unemployment Rate June 2005: **4.09%**
- Unemployment Rate June 2010: **14.38%** (over **350%** increase)

Market Analysis:

- Persistent Unemployment: Long Term Rental Strategy (LTR)
- Home Value Change and Vacancy: Homebuyer Assistance (HAP)
- Historically low vacancy that is now rising: Homebuyer and Rental Assistance

Amenities (1.5 mile from center of Target Neighborhood):

2 post offices	1 dry cleaner	7 restaurants	1 golf course
1 park	3 gas stations	1 child care	3 banks

Bus Stops (27 Pick-up/Drop off on weekdays), (20 Pick-up/Drop off on weekends)

NSP-1 Investment in Target Neighborhood: **13** homes acquired and rehabilitated (**5%** of REO in past year). NSP3 Goal is to address **20%** of REO in past year resulting in an overall impact to **25%** of the REO homes in the target area.



Alexander-Buffalo-Gowan-El Capitan

2010–2011 Action Plan Substantial Amendment

Distribution and Uses of Funds

Narrative describing how the distribution and uses of NSP3 funds will meet the requirements of Section 2301 (c)(2) of HERA that funds be distributed to the areas of greatest need.

The intent of the Neighborhood Stabilization Plan is to address decline in the identified area(s) due to the negative effects of a high number and percentage of homes which have been foreclosed upon, and then stabilize the neighborhood and position it for a sustainable role in a revitalized community The value of residential properties has dropped by as much as **70%** in Las Vegas and will continue this downward trend as the condition of abandoned, foreclosed, or short-sale homes deteriorates due to neglect and vandalism. The City of Las Vegas has the highest foreclosure (**11%** received a foreclosure filing, 5 times the national average) and unemployment (**14.38%**) rate in the nation, which has had a tremendously harmful impact on the local economy and tax base. Target neighborhoods are unable to financially support the maintenance of their streets and parks resulting in physical deterioration, while neighborhood businesses continue to fail due to a diminished customer base creating further disinvestment. Therefore, the NSP3 program requires cities to develop activities that will reduce the number of abandoned, vacant, and short-sale homes from our existing housing stock rather than constructing more housing in an already saturated market.

The Target neighborhoods have been selected based upon their risk factor scores, number of homes in foreclosure, number of homes at risk of foreclosure, percentage of high risk loans, loss of home value and unemployment rate. Ten percent (**10%**) of the homes in the target neighborhood are in foreclosure with an additional **6%** Real Estate Owned, another **8%** 90 days delinquent and a 51% loss in home values. The City overlaid this data on neighborhoods where NSP-1 funds were previously utilized to purchase and rehabilitate single family housing with the intent to place qualified families in them; and continue to be invested in order to leverage previous and on-going efforts to create a meaningful and positive impact. As NSP-3 funds are invested in Target neighborhoods; the City will monitor changes in the number of foreclosed homes, Neighborhood Indicators (crime statistics, public nuisance complaints), number of vacant, abandoned, and short-sale homes and property values based on comparative sales data. The City also recognizes that the foreclosure crisis is far too immense to be entirely resolved by the limited amount of federal and local funding available. Therefore the City has chosen to concentrate on Target neighborhoods that are still "relatively" healthy, but at risk of becoming blighted. Investment of the limited funding sources into already blighted neighborhoods would be ultimately imperceptible and fall short of the NSP-3 intent to create a positive and sustainable impact.

Neighborhood Stabilization Program (NSP3) Allocation to Serve Households earning at or below 50% of Area Median Income (Minimum 25% Requirement)

- Long Term Rental Housing for Low Income – 50% AMI [16 Households]
  The City will purchase and rehabilitate abandoned, foreclosed, or short-sale homes at an aggregate 1% discount from current appraised value within the targeted neighborhoods. The City will retain ownership of these homes and contract through a Request For Proposal (RFP) process with a non-profit and/or public agency to manage and operate the homes as affordable rental housing for persons and families earning at or below 50% AMI. The selected agency will use the housing units to serve persons who are not prepared for homeownership, but are capable of paying rent. The program income derived from the rent revenue will be used to maintain the properties and pay the management fee to the selected agency. These homes will be maintained in the City's affordable rental housing stock for a period of 15 years.

2010–2011 Action Plan Substantial Amendment

Neighborhood Stabilization Program (NSP3) Allocation to Serve Households earning at or below 120% of Area Median Income

- Acquisition/Rehabilitation & Re-sale Program (ARR) – 120% AMI [40 Households]
  The City will use NSP-3 funds to acquire and rehabilitate abandoned, foreclosed and short sale homes at 1% below appraised value within Target neighborhoods to be made available for sale to qualified households earning up to 120% AMI. A list of move-in ready homes will be provided to selected non-profit agencies operating the Homebuyer Assistance Program for distribution to families who have completed their minimum 8 hour housing counseling and obtained a home loan pre-approval. All homes will be marketed and shown by Brokers selected by the City through the Request For Qualification process. Any funds not used in a timely manner for this program will be allocated to the Homebuyer Assistance or Long Term Rental Housing or Professional Services programs.

- Homebuyer Assistance Program (HAP) – 120% AMI [40 Households]
  The City will provide NSP3 funding to non-profit agencies selected through an RFP process to administer a homebuyer assistance program assisting persons earning up to 120% AMI to purchase City acquired and rehabilitated homes in targeted neighborhoods. The program provides mortgage buy down and/or down payment and/or closing cost assistance not to exceed $50,000 (NSP-1 families required an average of $30,000 assistance). The selected agencies must provide a minimum 8 hours of housing counseling through a HUD certified housing counselor. Any funds not used in a timely manner for this program will be allocated to the Acquisition/Rehabilitation & Re-sale or Long Term Rental Housing or Professional Services programs.

- Professional Services Program – 120% AMI
  The City must obtain an appraisal of any abandoned, foreclosed or short-sold property it proposes to purchase from a certified appraiser. The appraisal may not be more than 60 days old at the time of purchase. In order to comply with this requirement, it will be necessary to contract with a certified appraiser selected through an RFQ process to render these services in a timely manner. Any funds not used in a timely manner for professional services will be allocated towards the Acquisition/Rehabilitation & Re-sale or Homebuyer Assistance or Long Term Rental Housing Programs.

Definitions and Descriptions

- ***Blighted Structure***: A structure is blighted when it exhibits objectively determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare.

- **Definition of Affordable Rents**: Rental rates for affordable rental housing shall not exceed 30% of the adjusted household income for households earning 120% of the Area Median Income (AMI) and households earning 50% AMI as adjusted for family size. Households earning 120% AMI shall be measured as 2.4 times the current Section 8 income limit for households below 50% AMI as adjusted for family size (see table 1).

Continued Affordability

Long Term Rental Housing

Acquisition & Rehabilitation of foreclosed properties for purposes of providing long term rental housing shall be subject to an affordability period of **15 years**.

Homeownership

If the homebuyer sells the property within the first 5 years of purchase regardless of the amount of assistance received; the entire grant or loan amount will be deemed repayable to the city. If the homebuyer received assistance in an amount greater than $15,000 but less than $40,000 and sells the property after the 5-year period, the prorated repayment schedule below will be followed:

Deferred Loan with **10 year** Period of Affordability

- thru the end of year 6 = 50% of loan amount
- thru the end of year 7 = 40% of loan amount
- thru the end of year 8 = 30% of loan amount
- thru the end of year 9 = 20% of loan amount
- thru the end of year 10 = 10% of loan amount
- At the end of the 10th year, no payment requirement

If the homebuyer received assistance in an amount greater than $40,000 and sells the property after the 5-year period, the prorated repayment schedule below will be followed:

Deferred Loan with **15 year** Period of Affordability

- Year 6 through the end of year 7 = 50% of loan amount
- Year 8through the end of year 9 = 40% of loan amount
- Year 10 through the end of year 11 = 30% of loan amount
- Year 12 through the end of year 13 = 20% of loan amount
- Year 14 through the end of year 15 = 10% of loan amount

At the end of the 15th year, no payment requirement

Housing Rehabilitation Standards

Upgrading substandard single- family residential homes by correcting housing deficiencies and addressing items deemed essential for basic health, safety, and welfare. All work shall meet 2006 International Building Code (IBC), 2006 Uniform Plumbing Code (UPC), 2006 Uniform Mechanical Code (UMC), 2005 National Electric Code (NEC) and the 2006 International Energy Conservation Code. New codes will automatically become effective when adopted by the city of Las Vegas Building and Safety Department.

- **Eligible rehabilitation activities include but are not limited to:**
  - Roofing
  - Mechanical (NOTE: All HVAC units 8 years or older will be replaced with gas or electric ENERGY STAR rated 14 SEER HVAC system
  - Electrical (NOTE: Light fixtures will be replaced with ENERGY STAR rated light fixtures complete with ENERGY STAR rated compact florescent bulb)
  - Plumbing (NOTE: Bath/Shower faucets will be replaced with EPA certified WaterSense (minimum flow rate of no more than 2.0 gpm, tested at a flowing pressure of 80 lbs. per square inch) tub and shower faucet and valves, including new riser to new shower head)
  - Insulation to include Air Sealing
  - Doors (includes hardware)
  - Windows (reglazing, frames, handles and cranks, replace existing windows with dual pane, low e, energy efficient type)
  - Floor Covering which will include when feasible replacing carpeting in bedrooms, hallways, living rooms, family rooms, bathrooms, kitchens, entryways, or laundry rooms with tile; laminate; or vinyl flooring with pad and vapor barrier which carries a 15-year warranty (no carpeting will be installed in bathrooms, kitchens, entryways, or laundry rooms) If carpet is installed, both carpet and pad shall meet FHA requirements, per HUD/FHA UM-44d, which shall be stamped on the materials. Pad shall be a Bonded Urethane. 0.47 thick, with a 1959 density rating. Carpet shall have a "Face Weight" of 48 oz., be 100% polyester with a seven (7) year wear and texture retention warranty.
  - Wall Repair (drywall and plaster)
  - Counter Tops and Cabinetry
  - Debris Removal (includes tree removal if necessary)
  - Replacement of appliances to include stove, dishwasher, and refrigerator, with appliances that meet or exceed Energy Star rating when applicable (allowed per Fed. Reg. Vol 73, No. 194, P. 58338)
  - Perform an Energy Audit which includes a Door Blower Test before and after the rehabilitation as well as a Duct Blaster Test with the result of air sealing the property to at least CFM50 pa for single family houses
  - Replace grass landscaping with drought tolerant landscaping
  - Tub and shower enclosures will be replaced with one-piece fiberglass or similar enclosure
  - Paint interior walls and ceiling with a 10-year quality satin low volatile organic compound (VOC) paint (<50 grams/liter of VOC) and paint exterior surfaces with a 10-year quality latex exterior low volatile organic compound (VOC) paint (<50 grams/liter of VOC.) Provide two (2) coats of paint, one (1) primer coat and one (1) finish coat, or two (2) finish coats
  - Thorough cleaning following Rehabilitation work

FY 2010 Income Limits Summary

Las Vegas-Paradise, NV MSA

FY 2010 Income Limit Area	Median Income	FY 2010 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Las Vegas-Paradise, NV MSA	$65,400	Extremely Low (30%) Income Limits	$13,800	$15,800	$17,750	$19,700	$21,300	$22,900	$24,450	$26,050
		Very Low (50%) Income Limits	$23,000	$26,300	$29,600	$32,850	$35,500	$38,150	$40,750	$43,400
		Low (80%) Income Limits	$36,800	$42,050	$47,300	$52,550	$56,800	$61,000	$65,200	$69,400
		Middle (120%) Income Limits	$55,200	$63,050	$70,950	$78,850	$85,150	$91,450	$97,750	$104,050

NOTE: **Las Vegas-Paradise, NV MSA** contains Clark County, NV.

Low Income Targeting

- *Estimated amount of NSP3 funds to be appropriated for housing individuals or families whose incomes do not exceed 50% AMI.*

The City will acquire and rehabilitate abandoned, foreclosed or short-sale homes for the purpose of providing long term affordable rental housing to 16 households earning at or below 50% AMI for a period of up to 15 years.

Acquisitions & Relocation

- *Estimate the number of low and moderate-income dwelling units reasonably expected to be demolished or converted as a result of NSP3 assisted activities.*
  - No housing currently serving the needs of households earning at or below 80% AMI are expected to be demolished or converted as a result of NSP3 assisted activities.

- *Estimate the number of NSP3 affordable housing units to be made available to households earning at or below 120% AMI by each NSP3 activity.* **[40 total units]**
  - Acquisition/Rehabilitation & Re-sale Program (40 units) [$6,242,905]

  The City estimates an average acquisition and rehabilitation cost of $150,000 per home resulting in approximately 54 abandoned, foreclosed, and short sale homes being made available for sale to qualified families earning at or below 120% AMI. Any funds not used in a timely manner for this program will be allocated to the Homebuyer Assistance or Long Term Rental Housing or Professional Services programs.

  - Homebuyer Assistance Program **(40 units)** [$300,000]

  While the program will provide up to $50,000 of assistance, NSP-1 experience shows the average household will need $30,000. As City owned homes are sold through the ARR Program, the program income will be recycled to continue funding the HAP program. Any funds not used in a timely manner for this program will be allocated to the Acquisition/Rehabilitation & Re-sale or Long Term Rental Housing or Professional Services programs.

- *Estimate the number of dwelling units expected to be made available to households earning at or below 50% AMI by each NSP3 activity.* [16 total units]
  - Long Term Rental Housing for Low Income (16 units) [$2,612,656]

  The City will purchase and rehabilitate abandoned, foreclosed, or short-sale homes at an average acquisition and rehabilitation cost of $150,000 per home. These homes will be maintained in the City's affordable rental housing stock for a period of 15 years.

Public Comment

The Neighborhood Stabilization Program (NSP3) was made available to the public through advertisement in local newspapers, placement at city community and senior centers and on the City's website at www.lasvegasnevada.gov on February 11, 2011 for a 15-day public review and comment period. The draft NSP3 Plan was also made available in print form at the Neighborhood Services Department. In addition, a public comment hearing was held on February 16, 2011 at the Las Vegas City Council.

NSP3 Information by Activity (Complete for each Activity)

Activity Name and Total Budget

Acquisition/Rehabilitation & Re-sale Program ($6,242,905)

Activity Type

The City will use NSP-3 funds to acquire and rehabilitate abandoned, foreclosed, and short-sale homes at 1% below appraised value within Target neighborhoods to be made available for sale to qualified households earning up to 120% AMI.

National Objective

Low and Moderate and Middle Income (LMMI) 24 C.F.R. 570.208(a)(2).

Program Duration

The Program will start March 1, 2010 and end June 30, 2014.

Responsible Organization

The City of Las Vegas will acquire and rehabilitate abandoned, foreclosed, or short-sale homes with assistance from Appraisers, Brokers and local Contractors. The City of Las Vegas, Department of Economic and Urban Development will administer the NSP3 funds and oversee the related service providers.

Location Description

Target Neighborhood identified as an Area of Greatest Need: Alexander-Buffalo-Gowan-El Capitan.

Activity Description

The City will use NSP-3 funds to acquire and rehabilitate abandoned, foreclosed, and short-sale homes at 1% below appraised value within Target neighborhoods to be made available for sale to qualified households earning up to 120% AMI. The City will assess the condition of prospective acquisitions, complete a rehabilitation scope of work, and commission an appraisal of the property with a selected Appraiser to determine whether a property meets the City's acquisition criteria. The City works with selected Brokers to purchase eligible properties and obtains the lowest, responsive and responsible bidder from a list of qualified local contractors to complete all necessary rehabilitation. Upon completion of rehabilitation work the homes are added to a list of move-in ready homes that are provided to selected non-profit agencies operating the Homebuyer Assistance Program for distribution to families who have completed their minimum 8 hour housing counseling and obtained a home loan pre-approval. All homes will be marketed, shown, and sold by selected Brokers. Any funds not used in a timely manner for this program will be allocated to the Homebuyer Assistance or Long Term Rental Housing or Professional Services programs.

Tenure of Beneficiaries/Term of Assistance/Affordability Period

The beneficiaries of the program will be households earning up to 120% AMI who are capable of ownership. Eligible households will also be able to obtain homebuyer assistance in the form of a deferred loan for mortgage buy down and/or down payment and/or closing costs up to $50,000 for a single home purchase through selected non-profit agencies. The deferred loan will be secured by a Deed of Trust in favor of the City of Las Vegas for a period of up to fifteen years. During the first five years the full loan is repayable; however during years 6 through 15 the loan will be pro-rated

and after the fifteenth year the deferred loan will automatically convert to a grant and all restrictions placed on the property through the receipt of the funding will terminate.

Discount Rate
Properties acquired by the City through the Acquisition/Rehabilitation & Re-sale Program will be discounted a minimum of 1% from the current appraised value based upon an appraisal by a certified appraiser completed not more than 60 days prior to the purchase date.

Range of Interest Rates
The City will use NSP-3 funds to pay all acquisitions and rehabilitation costs in full upon completion; therefore interest rates are not applicable. However, all loans related to the purchase of these properties by eligible households must be 30 year fixed interest rates consistent with the banking industry's daily rate with points and fees corresponding to the borrower's FICA score. Under no circumstance will a variable rate loan be considered.

Total Budget
A total of $6,242,905 will be dedicated to the Acquisition/Rehabilitation & Re-sale Program serving households earning up to 120% AMI. Funding not utilized in a timely manner for this program will be allocated towards the Homebuyer Assistance or Long Term Rental Housing or Professional Services programs.

Performance Measures
The Acquisition/Rehabilitation & Re-sale Program will serve households earning up to 120% AMI. The City estimates an average acquisition and rehabilitation cost of $150,000 per home resulting in approximately 40 abandoned, foreclosed, and short-sale homes being made available for sale to qualified families. The City will monitor changes in the number of foreclosed homes, Neighborhood Indicators (crime statistics, public nuisance complaints), number of vacant, abandoned, and short-sale homes and property values based on comparative sales data. The City's goal is to reduce vacant properties, crime, and public nuisance complaints and to stabilize property values.

Homebuyer Assistance Program ($300,000)

Activity Type
The City will provide NSP3 funding to non-profit agencies selected through an RFP process to administer a homebuyer assistance program assisting persons earning up to 120% AMI to purchase City acquired and rehabilitated homes in targeted neighborhoods. The program provides mortgage buy down and/or one-half of the down payment and/or closing cost assistance not to exceed $50,000 (NSP-1 families required an average of $30,000 assistance).

National Objective
Low and Moderate and Middle Income (LMMI) 24 C.F.R. 570.208(a)(2).

Program Duration
The Program will start March 1, 2010 and end June 30, 2014.

Responsible Organization
The City of Las Vegas will publish a Request For Proposal (RFP) making available NSP3 funds to non-profit agencies to operate the program. The City of Las Vegas, Department of Economic and

Urban Development will administer the NSP3 funds as related to the Homebuyer assistance program and oversee the agency/agencies operating the program.

Location Description
Target Neighborhood identified as an Area of Greatest Need: Alexander-Buffalo-Gowan-El Capitan

Activity Description
The Homebuyer Assistance Program will assist families purchase abandoned, foreclosed, or short-sale homes to reverse the trend toward disinvestment and deterioration of properties and property values within targeted neighborhoods impacted by a high percentage of foreclosures. Income qualified households will attain homeownership through fixed rate mortgages at a monthly payment that is affordable and appropriate for the household income (not to exceed 30% of household monthly income). The household must invest a minimum of $1,500 of personal funds or the equivalent of 3.5% of the home sales price consistent with FHA financing rules if the home purchase is to be financed through FHA. This program will serve households earning up to 120% AMI and is not designed to serve those earning at or below 50% AMI.

Tenure of Beneficiaries/Term of Assistance/Affordability Period
The beneficiaries of the program will be households earning up to 120% AMI who are capable of ownership. The homebuyer assistance will be offered one time in the form of a deferred loan for mortgage buy down and/or one-half of down payment and/or closing costs up to $50,000 for a single home purchase. The deferred loan will be secured by a Deed of Trust in favor of the City of Las Vegas for a period of up to fifteen years. During the first five years the full loan is repayable; however during years 6 through 15 the loan will be pro-rated and after the fifteenth year the deferred loan will automatically convert to a grant and all restrictions placed on the property through the receipt of the funding will terminate.

Discount Rate
Properties offered through the Homebuyer Assistance Program will have already been discounted a minimum of 1% from the current appraised value based upon an appraisal by a certified appraiser completed not more than 60 days prior to the purchase date.

Range of Interest Rates
Loans must be 30 year fixed interest rates consistent with the banking industry's daily rate with points and fees corresponding to the borrower's FICA score. Under no circumstance will a variable rate loan be considered.

Total Budget
A total of $300,000 will be dedicated to the Homebuyer Assistance Program serving households earning up to 120% AMI. Program Income will be used to continue the funding of this program once the original budget has been expended. Funding not utilized in a timely manner for this program will be allocated towards the Acquisition/Rehabilitation & Re-sale or Long Term Rental Housing or Professional Services programs.

Performance Measures
The Homebuyer Assistance Program will serve households earning up to 120% AMI. Based on a projected average assistance per household of $30,000 it is estimated that 40 households will be

able to attain homeownership through the purchase of an abandoned, foreclosed, or short-sale home and retain it for the affordability period stated above.

Activity Name and Total Budget

Long Term Rental Housing Program ($2,612,656)

Activity Type

Purchase abandoned, foreclosed, or short-sale properties for rehabilitation and contract with a non-profit and or public agency to manage and operate them as affordable rental housing to households at or below 50% Area Median Income.

National Objective

Low and Moderate Income (LMI) - -24 C.F.R. 570.208(a)(2).

Program Duration

The Program will start March 1, 2010 and end June 30, 2014.

Responsible Organization

The City of Las Vegas Department of Economic and Urban Development will be responsible for selecting, purchasing, owning, and rehabilitating the property and will enter into an agreement with a non-profit or public agency to manage and operate the homes as affordable rental housing.

Location Description

Target Neighborhood identified as an Area of Greatest Need: Alexander-Buffalo-Gowan-El Capitan

Activity Description

The City of Las Vegas will purchase and rehabilitate abandoned, foreclosed, or short-sale homes. Through an agreement with the city, a non-profit or public agency will provide property management, market the properties, and enter into annual leases with households at 50% AMI. Rent revenue will be utilized to maintain the properties and cover the cost of the management fees.

Tenure of Beneficiaries/Term of Assistance/Affordability Period

The beneficiaries will be provided with one year renewable leases. The city will retain ownership of the housing for up to 15 years to ensure that the property is utilized as affordable rental housing for households at or below 50% Area Median Income.

Discount Rate

Properties acquired for the Long Term Rental Housing Program will be discounted a minimum of 1% from the current appraised value based upon an appraisal by a certified appraiser completed not more than 60 days prior to the purchase date.

Range of Interest Rates

Not applicable

Total Budget

A total of $2,612,656 will be dedicated to the Long Term Housing Program serving households earning at or below 50% AMI.

Performance Measures
The City of Las Vegas will purchase and if necessary rehabilitate **16** abandoned, foreclosed, or short-sale homes for the purpose of providing affordable rental housing to households at or below 50% AMI for a period of at least 15 years. Following initial lease-up, at least 95% of the purchased homes will be occupied annually.

Activity Name and Total Budget
Professional Services and Non-Profit Assistance ($250,000)

Activity Type
The City must obtain an appraisal of any abandoned, foreclosed, or short-sale property it proposes to purchase from a certified appraiser. The appraisal may not be more than 60 days old at the time of purchase. In order to comply with this requirement, it will be necessary to contract with one or more certified appraisers to render these services in a timely manner.

National Objective
Low, Moderate and Middle Income (LMMI)-24 C.F.R. 570.208(a)(2).

Program Duration
The Program will start March 1, 2010 and end June 30, 2014.

Responsible Organization
City of Las Vegas
Department Economic and Urban Development
Attn: Tim Whitright
400 Stewart Avenue
Las Vegas, Nevada 89101
Telephone number: (702) 229-2330
Fax number: (702) 382-3045

The City of Las Vegas will be responsible for procuring the professional services delineated above and required to successfully administer the NSP3 activities. All services will be procured through a Request for Qualifications (RFQ) process.

Location Description
T Target Neighborhood identified as an Area of Greatest Need: Alexander-Buffalo-Gowan-El Capitan

Activity Description
The City of Las Vegas will contract for the professional services provided above while satisfying the rules and regulations outlined in HERA. Appraisals are a requirement of HERA.

Tenure of Beneficiaries/Term of Assistance/Affordability Period
Through the Request for Proposal process, the City of Las Vegas will procure all required professional services to expedite the NSP3 affordable housing activities for the period required by each activity. All agreements will terminate June 2014.

Discount Rate
Not Applicable

Range of Interest Rates
Not Applicable

Total Budget
A total of $250,000 of the NSP3 funding will be allocated for this activity. Funding not utilized in a timely manner for this program will be allocated towards the Acquisition/Rehabilitation & Re-sale or Homebuyer Assistance or Long Term Rental Housing programs.

Performance Measures
Approximately **400** houses will be appraised prior to purchase offers.

Vicinity Hiring

The City will to the greatest extent feasible, provide opportunities for residents within the Target Neighborhood (Alexander-Buffalo-Gowan-El Capitan) to benefit from the economic stimulus and job creation and/or retention resulting from the acquisition and rehabilitation of abandoned, foreclosed, and short-sale homes therein. The Target Neighborhood is composed primarily of residential properties (2,420 homes) wherein 24% of the homes are either in foreclosure, Real Estate Owned or are at least 90 days delinquent and the unemployment rate is over 14%.

APPENDIX - A

Homebuyer Assistance Program – Administration & Criteria

Program Description
Qualifying individuals will receive financial assistance from the city of Las Vegas (City) toward mortgage buy down and/or one-half of the down payment and/or closing costs up to a maximum of $50,000 to purchase City acquired and rehabilitated homes.

Homebuyer Eligibility
- Household income must be at or below 120% of Area Median Income
- Must accept a deed restriction for up to 15 year term from the date of close of escrow; and
- Must occupy as principle residence for up to a duration of 15 year affordability period; and
- Applicant must not own another home or property; and
- Subleasing of the residence is prohibited;
- May not allow any liens or encumbrances on the property for up to 15 year eligibility period. For exceptions, see "Refinancing" paragraph below.
- A potential homebuyer must:
    - Secure a first mortgage, fixed interest rate loan;
    - Make a minimum investment of $1,500 by the close of escrow; and
    - May not have total assets exceeding $10,000 (excluding vehicles, subject property, furniture and fixtures, pension funds, 401(K) funds). Assets include, but are not limited to, checking accounts, savings accounts, money market accounts, bonds, stocks, mutual funds, boats, & motor homes, etc. The city of Las Vegas has determined that if an Individual Development Account (IDA) has been set up solely for the purpose of homeownership and is not accessible to the client until the close of escrow, these funds would not be counted as an asset when income qualifying a potential homebuyer.

Property Eligibility
All properties will be provided by the City of Las Vegas. Only City acquired and rehabilitated abandoned, foreclosed, and short-sale properties will be eligible for homebuyer assistance from the City.

Program Reimbursement Costs
- Mortgage buy down, one-half of the down payment and closing costs will be paid at close of escrow.
- Sub-recipient agency will receive a processing fee as contained within the Agreement for each client the sub-recipient successfully assists in purchasing a home through this Homebuyer program.

Recapture Provisions
- The Program will require a deferred loan period of up to 15 years.
- Homebuyer will be required to repay the appropriate portion of the assistance provided according to the repayment schedule below if any one of the following occurs:

    - Housing does not continue to be the principal residence of the homebuyer;
    - Property owner has breached the terms of the program agreement; or
    - The property is sold or title is otherwise transferred during the period of affordability.

APPENDIX - A

Repayment Schedule

If the homebuyer sells the property within the first 5 years of purchase regardless of the amount of assistance received; the entire grant or loan amount will be deemed repayable to the city of Las Vegas. If the homebuyer received assistance in an amount greater than $15,000 but less than $40,000 and sells the property after the 5-year period, the prorated repayment schedule below will be followed:

Deferred Loan with 10 year Period of Affordability

- thru the end of year 6 = 50% of loan amount
- thru the end of year 7 = 40% of loan amount
- thru the end of year 8 = 30% of loan amount
- thru the end of year 9 = 20% of loan amount
- thru the end of year 10 = 10% of loan amount
- At the end of the 10th year, no payment requirement

If the homebuyer received assistance in an amount greater than $40,000 and sells the property after the 5-year period, the prorated repayment schedule below will be followed:

Deferred Loan with 15 year Period of Affordability

- Year 6 through the end of year 7 = 50% of loan amount
- Year 8through the end of year 9 = 40% of loan amount
- Year 10 through the end of year 11 = 30% of loan amount
- Year 12 through the end of year 13 = 20% of loan amount
- Year 14 through the end of year 15 = 10% of loan amount

At the end of the 15th year, no payment requirement

The affordability period commences the day the deed is recorded at the Office of the County Recorder. The required recapture provisions will be enforced through the execution of a loan agreement between the city and the homebuyer, which will include the signing of a Promissory Note and a Deed of Trust.

Foreclosure

In the event the homeowner's property goes into foreclosure proceedings; the city will take all precautions necessary to ensure the program funds invested in the property are protected. The sub-recipient agency should also refer the homebuyer to a counseling agency and notify the City of the potential foreclosure situation. Should the homebuyer lose possession of the property through foreclosure, the City must be properly notified by a recorded Request for Notice in order for the City to be included in the division of net proceeds to satisfy the repayment of the program funds. This would essentially write off the loan. The homeowner will be required to acknowledge and agree that the city of Las Vegas will require repayment of the program funds from the net proceeds (if any) from the foreclosure sale, and this amount will satisfy the repayment of the program funds. The City will have the first right of refusal to purchase the home at the city's option.

Payoff

Should the homeowner repay the program funds invested in the property according to the repayment schedule, the homeowner shall issue a check to the City of Las Vegas in the amount of the program funding owed. The City will then execute a Substitution of Trustee and a Deed of Reconveyance and send this to the homeowner to record at the County Recorder's Office.

APPENDIX - A

Refinancing

- Refinancing of an assisted property is allowable only to lower the interest rate and monthly payment on the first mortgage by a minimum of $100 per month unless the program money is repaid to the City in the refinancing process.

The City of Las Vegas will not subordinate its position for other credit debt or loans which do not meet the criteria noted above. In addition, the City will not subordinate its position if the borrower is refinancing to "cash-out" their equity for any reason. The applicant must send a written request with supporting documentation to the City of Las Vegas Department of Economic and Urban Development Director explaining the reason for a subordination request. Additionally, the new refinanced amount must be at or below HUD's 203(b) limit FHA Maximum Mortgage Limit. The City of Las Vegas will only approve one subordination request per year per applicant and only if it fulfills the requirements above. Applicants may refinance the property if the NSP3 funds are being paid back to the City in the process – see "Payoff" paragraph above.

Educational Requirements

Each homebuyer must complete 8 hours of HUD homebuyer training and counseling provided by a HUD Homebuyer Counselor certified by HUD. Evidence of the completion of such training and counseling shall be maintained by the Sub-recipient in the permanent record of each eligible applicant. In satisfaction of its obligation herein, the Sub-recipient may provide such training and counseling or allow the applicant to enroll in an existing program that addresses the concerns of homeownership, including but not limited to: Preparing for Home Ownership; Budgeting and Financing; Negotiating on a home; Understanding the Costs of a First and Second Mortgage; Obtaining a Mortgage; Costs of Home Ownership; Closing on a home; Responsibilities of Home Ownership; and Home Maintenance.

APPENDIX - A

Long Term Rental Housing Program - Administration & Criteria

Program Description
The Long Term Rental Housing Program provides improved access to affordable rental housing to households at or below 50% Area Median Income (AMI). The Program allows families who are not prepared to enter into home ownership, but are capable of paying rent to obtain stable and affordable rental housing.
Sub-recipient Responsibilities
The city will purchase abandoned, foreclosed upon, or short-sale homes at a 1% discount and complete any necessary rehabilitation work to ensure the home is in a decent, safe and habitable condition. As the City of Las Vegas will select a property management company to manage the properties during the fifteen year period of affordability, no sub-recipients will be involved in this program. The property management company will be selected through a Request For Proposal (RFP) process. The successful respondent will be the first point of contact for households interested in renting and will be responsible for determining applicant eligibility. Each potential client will be provided with an informational packet that describes the program, their obligations, the property manager's responsibilities, and a sample copy of the rental agreement which must be executed between the property owner (City of Las Vegas) and the potential renter.

Eligible Persons
Long Term Rental housing may only be provided to individuals and families whose income is at or below 50% AMI. Incomes of participating tenants must be verified by the property management company before assistance is provided and re-examined annually.

Eligible Units
Formerly abandoned, foreclosed upon, and short-sale homes acquired by the City of Las Vegas with NSP3 funds for the Long Term Rental Housing Program within targeted Zip Codes. Units must meet Section 8 Housing Quality Standards (HQS). Inspections must be made at initial occupancy and annually during the length of tenancy. The HQS includes a basic occupancy standard of two persons per living/sleeping area. All units must rent for a reasonable amount, compared to rents charged for comparable, unassisted units and may not exceed 30% of the household income.

Procedures
The property management company will advertise the program in a manner best suited to reach the target population to be served. Potential applicants must fill out an application in person at the agency or their designated office. Applicants must provide acceptable, third party verification of all sources of gross income (this should include employment, benefits, pensions, food stamps, etc), and all assets for the family for documentation of initial eligibility and interim re-examination of income as the household size, composition, and income changes.
Provide copies of birth certificates and/or Social Security cards and picture ID, State of Nevada Medical cards with Children's social security number, as applicable for all persons who reside in the household.

Long Term Rental Housing Program (continued)

Subrecipient Responsibilities
The property manager will screen and select potential program participants in accordance with the Selection Criteria and provide monthly reports indicating the number of individuals entering the

program, along with all required demographic information; and conduct HQS inspections prior to the tenant household occupying the unit.

Termination of Assistance
Any violation of the material provisions of the rental lease, income eligibility, or illegal activities will be cause for termination from the Program, in accordance with the provisions of the Program.

APPENDIX - B
Public Comment

Citizen Name:

Date:

Citizen Name:

Date:

APPENDIX – C
Certifications

CERTIFICATIONS

1. Affirmatively furthering fair housing. The jurisdiction certifies that it will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

2. Anti-displacement and relocation plan. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan

3. Anti-lobbying. The jurisdiction must submit a certification with regard to compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part

4. Authority of jurisdiction. The jurisdiction certifies that the consolidated plan or abbreviated plan, as applicable, is authorized under state and local law (as applicable) and that the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements

5. Consistency with plan. The jurisdiction certifies that the housing activities to be undertaken with NSP funds are consistent with its consolidated plan or abbreviated plan, as applicable

6. Acquisition and relocation. The jurisdiction certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24, except as those provisions are modified by the notice for the NSP program published by HUD

7. Section 3. The jurisdiction certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135

8. Citizen participation. The jurisdiction certifies that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of Sections 24 CFR 91.105 or 91.115, as modified by NSP requirements

9. Following a plan. The jurisdiction certifies it is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD. [Only States and entitlement jurisdictions use this certification.

10. Use of funds. The jurisdiction certifies that it will comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 by spending 50 percent of its grant funds within 2 years, and spending 100 percent within 3 years, of receipt of the grant

11. The jurisdiction certifies:
    a. that all of the NSP funds made available to it will be used with respect to individuals and families whose incomes do not exceed 120 percent of area median income; and

    b. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-

income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if NSP funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with NSP funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than NSP funds if the jurisdiction certifies that it lacks NSP or CDBG funds to cover the assessment.

12. Excessive force. The jurisdiction certifies that it has adopted and is enforcing:
    a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

    b. A policy of enforcing applicable state and local laws against physically barring entrance to, or exit from, a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

13. Compliance with anti-discrimination laws. The jurisdiction certifies that the NSP grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

14. Compliance with lead-based paint procedures. The jurisdiction certifies that its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

15. Compliance with laws. The jurisdiction certifies that it will comply with applicable laws.

_____ _____

Bill Arent Date
Director Economic & Urban Development

APPENDIX – D
City Council Approval

Agenda Item No.:.

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011
DEPARTMENT: ECONOMIC & URBAN DEVELOPMENT
DIRECTOR: BILL ARENT **Consent Discussion**

SUBJECT: Discussion and possible action regarding the City of Las Vegas Neighborhood Stabilization Plan (NSP3) securing an allocation of $10,450,623 in NSP funds from the Department of Housing and Urban Development (HUD) – All Wards

Fiscal Impact
No Impact
Budget Funds Available
Augmentation Required

Amount: $10,450,623
Funding Source: Federal NSP3, State of Nevada NSP3
Dept./Division: Economic & Urban Development/Development Division

PURPOSE/BACKGROUND:
Title III of Division B of the Housing and Economic Recovery Act, 2008 (HERA) appropriated $970,000,000 nationwide for emergency assistance for abandoned and foreclosed homes for Neighborhood Stabilization Program (NSP3). In order to receive the $10,450,623 allocation through NSP3, the City of Las Vegas must submit a Substantial Amendment to its Fiscal Year 2010-2011 Action Plan to HUD by March 1, 2011. This Substantial Amendment outlines the NSP3 eligible programs and strategies as proposed by the City.

RECOMMENDATION:
Staff recommends approval of the Substantial Amendment to the City of Las Vegas First Program Year Action Plan 2010-2011 / Neighborhood Stabilization Plan and authorizes the Director of the Department of Economic & Urban Development to submit the plan to HUD and execute all related documents.

BACKUP DOCUMENTATION:
20010-2011 Action Plan Substantial Amendment

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 629 Lineshack Lane in the amount up to $27,518.85. PROPERTY OWNER: JUAN C. RAMIREZ - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Juan Ramirez, owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on November 17, 2010. The case was generated on January 7, 2010. There was one abatement conducted on this property April 27, 2010. The lien was recorded at Clark County recorder's office on November 30, 2010. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated December 16, 2010 from the owner, Juan Ramirez, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 16, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 629 Lineshack Lane in the amount up to $27,518.85. PROPERTY OWNER: JUAN C. RAMIREZ – Ward 3 (Reese)

Today's hearing is a request from Juan Ramirez to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on November 17, 2010. The case was generated on January 7, 2010. There was one abatement conducted on this property April 27, 2010. The lien was recorded at Clark County recorder's office on November 30, 2010. Neighborhood Services received a Request for Waiver and/or Reduction of Civil Penalties Application dated December 16, 2010 from the owner, Juan Ramirez, requesting the civil penalties be waived.

Fees associated with the one abatement and inspections including interest total $2,468.85. To date, no payments have been made. Total owed on the case with civil penalties $27,518.85.

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 12/16/10

Location and/or address of subject property:

Nearest major intersection: Sandhill - Bonanza

Street Address: 629 Lineshack Ln 89110

Parcel Number: 140-30-410-088

Applicant's Address/Contact Information:
Name: Carlos Ramirez
(please check the following the applies)
☒ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)* _____
Street Address/PO Box: 556 Caribbean Palm Dr.
City: Las Vegas State: NV. Zip Code: 8938
Phone No: 702 768-2550 E-mail: C21.Carlos@Yahoo.com Fax No: 702-489-57-94

Property Owner's Address/Contact Information: (if different from applicant):
Name: _____
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 27,505.14 as. 2/Dec/10

Amount requested to be considered for waiving and/or reduced? $ 26,000

Signature of Applicant: Carlos Ramirez. Date: _____

Signature of Owner: Juan Ramirez Date: 12/16/10

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

I bought the property on august 27, 2010.
I used a real estate agent a title and escrow company to make a professional transaction.
I was notified by the city about this problem in November 2010.
I immediately contacted the title company; they told me that they would take care of the problem. The title company transfers the problem to their claims department, I have called the claim department, and they keep telling me that they would take care of the problem.
I do not trust the title company, so I borrow money from my family and I am in the position to pay the amount of money the city already expended on the property but, I am in no financial position to pay the penalty. I am a enlisted service man with the air force station in Maryland for this reason I am asking my Father Carlos Ramirez to delivered this letters to you, please speak to him in all regard on this matter since is no easy contacting me. He was also my realtor on this transaction.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

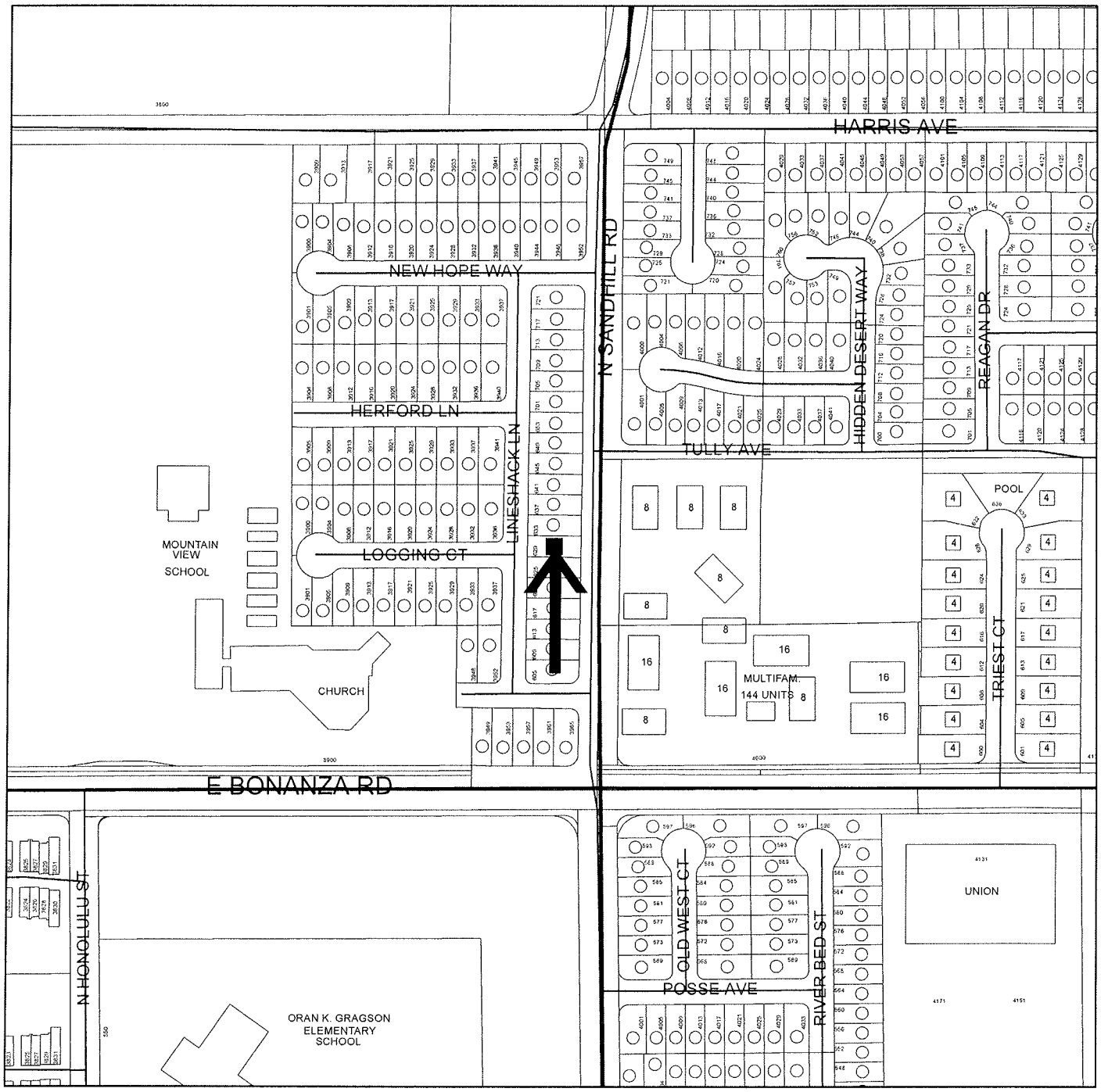
The property is in good conditions. Since I took possession of the property, I have done only good things for it. We (my father is helping) have painted inside and outside, replace the broken glass windows, put new carpet and fixed all the problems with the property. Now the property is functional and occupied.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

We already did the improvements; the property is functional and occupied.

629 LINESHACK LANE
CROSS STREETS - BONANZA//SANDHILL

City of Las Vegas Vicinity Map



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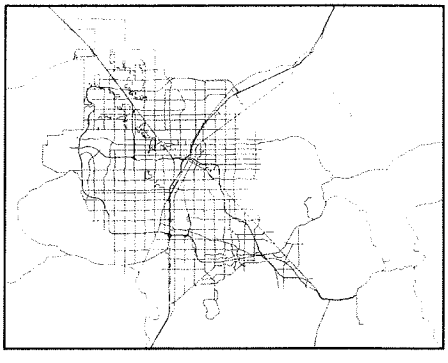
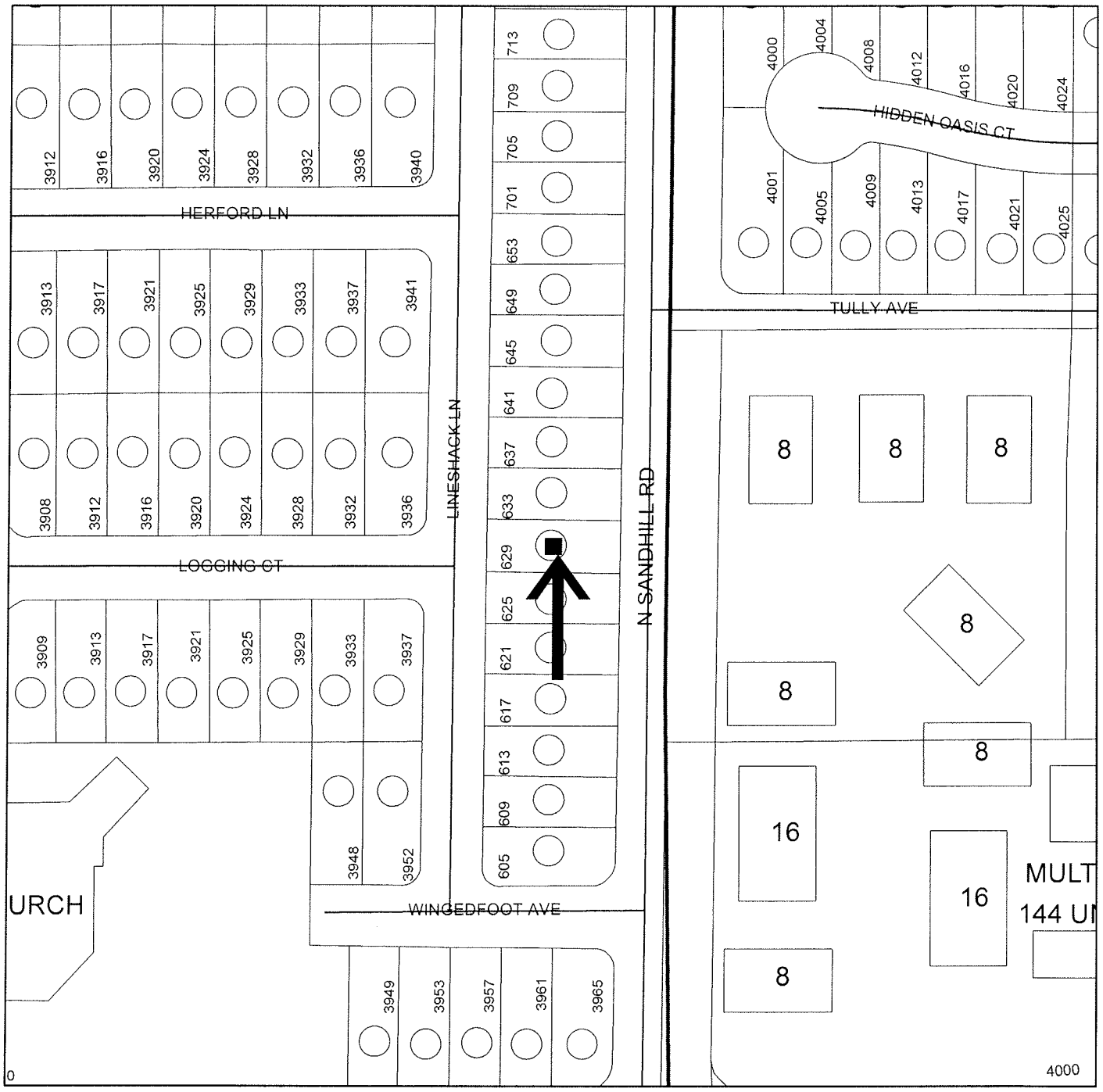


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

629 LINESHACK LANE
CROSS STREETS - BONANZA//SANDHILL

City of Las Vegas Vicinity Map



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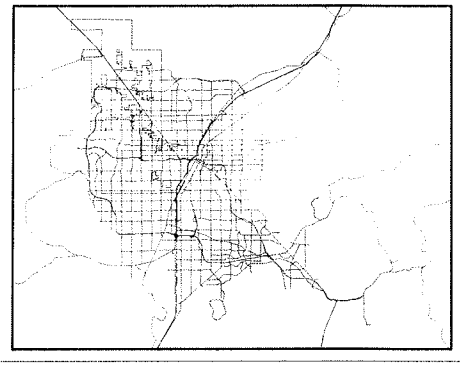

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Financial Overview:

Total Amount Assessed:	$27,505.14	*Council date November 17, 2010*
Amounts Paid:	-$0.00	
Total Balance owed:	$27,505.14	
Amount Requested to be waived:	$26,000.00	

FINANCIAL BREAKDOWN:

ABATEMENT FEES	$677.51	
Subcontractor Expenses:	$0.00	
Admin Fees (15%):	$101.63	
Inspection Fees:	$660.00	
Late Fees:	$66.00	
Penalties per failed inspection:	$950.00	
Sub-total	$2,455.14	Staff recommends that none of the abatement fees be waived
Daily Civil Penalties:	$25,050.00	
Interest accrued	$13.71	Calculated by Finance and Business Services
GRAND TOTAL related to this case	$27,518.85	
Payments	-$0.00	
BALANCE DUE (w/ daily civil penalties)	**$27,518.85**	
Remaining Abatement Fees Due	$2,468.85	
Remaining Daily Civil Penalties Due	$25,050.00	

Waiver Option:

Daily Civil Penalties	**$0.00**
Outstanding Balance:	**$27,518.85**

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 16, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, FEBRUARY 16, 2011,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **629 LINESHACK LANE – Case #85409.** The Director of Neighborhood Services certifies that the sum of **$2,468.85** was expended and Civil Penalties in the sum of **$25,050.00** may be imposed for a total of **$27,518.85.** Owner of record at time of abatement: **JUAN C. RAMIREZ – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0043-08-09

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City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5216 Doe Avenue in the amount of $5,444.88 (General Fund) and assess a maximum of $44,050 in daily civil penalties. PROPERTY OWNERS: GODOFREDO T. AND CONCEPCION A. SUGAY - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,444.88
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Lunas Construction to remove all trash, debris, and high weeds, grass or uncultivated plant growth over eight inches from all areas of the property. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $120,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $242.50 invoice for Lunas Construction in addition to other fees assessed for a total of $5,444.88 and consider assessing a maximum of $44,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: Building & Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5216 Doe Avenue in the amount of $5,444.88 (General Fund) and assess a maximum of $44,050 in daily civil penalties. PROPERTY OWNERS: GODOFREDO T. AND CONCEPCION A. SUGAY – Ward 1 (Tarkanian)

Lunas Construction completed work on July 20, 2010 at a cost of $242.50; $1,716 in reinspection fees (w/late fees); $3,450 in civil penalties; plus a 15% administrative fee for a total of $5,444.88.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

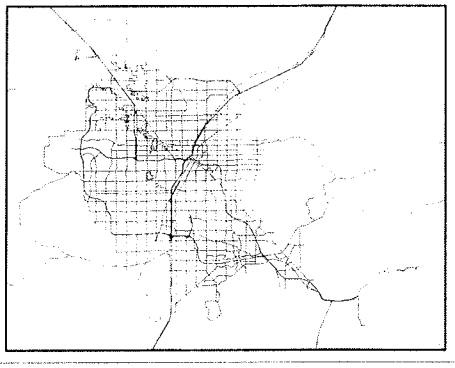
5216 DOE AVENUE
CROSS STREETS - DECATUR//OAKEY

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

5216 DOE AVENUE
CROSS STREETS - DECATUR//OAKEY

City of Las Vegas Vicinity Map



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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: January 24, 2011

Re: Report of Expenses for the abatement of nuisance located at 5216 Doe Avenue - Ward 1 (Tarkanian)

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 caused the above-referenced property to be corrected by removing all trash, debris, and high weeds, grass or uncultivated plant growth over eight inches from all areas of the property. The abatement was completed by Lunas Construction on July 20, 2010 at a cost of $242.50, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove all trash and debris from all areas of property.	$121.25
Remove all high weeds, grass or uncultivated plant growth over 8 inches from all areas of property.	$121.25
AMOUNT DUE:	$242.50
Administrative Processing Fee:	$36.38
Sub-Total:	$278.88
Reinspection Fees (w/late fees):	$1,716.00
Civil Penalties:	$3,450.00
TOTAL AMOUNT DUE:	**$5,444.88**
Daily Civil Penalties – 95 days @ $500 a day (excluding civil penalty fees already assessed) April 17, 2010 to July 20, 2010	**$44,050.00**
MAXIMUM TOTAL:	**$49,494.88**
OWNER OF RECORD	GODOFREDO T. & CONCEPCION A. SUGAY
PROPERTY ABATED:	5216 Doe Avenue
	Las Vegas, NV 89146
ASSESSOR PARCEL:	163-01-614-050
LEGAL DESCRIPTION:	CHARLESTON HGTS SUB TRACT #32A-2
	PLAT BOOK 6 PAGE 91
	LOT 29 BLOCK 3

DSS:ld

Lunas Construction
4830 E Cartier Avenue
Las Vegas, NV 89115

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	Manuel Madrigal	4830 E. Cartier Ave. LV, NV 89115	702-644-6840
2.	Rosa Madrigal	Same	Same
3.	Victor Madrigal	Same	Same
4.	Roberto Madrigal	Same	Same
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Lunas Construction

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of August, 2009.

_____
Notary Public in and for Clark County,
State of Nevada

DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 16, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, FEBRUARY 16, 2011,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **5216 DOE AVENUE – Case #86997.** The Director of Neighborhood Services certifies that the sum of **$5,444.88** was expended and Civil Penalties in the sum of **$44,050.00** may be imposed for a total of **$49,494.88.** Owner of record at time of abatement: **GODOFREDO T. AND CONCEPCION A. SUGAY – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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FM-0044 08-09

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City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 86997

5216 DOE AVE - Map # 02521-48 Parcel 16301614050

Owner Information:

SUGAY GODOFREDO T & CONCEPCION A
5216 DOE AVE
LAS VEGAS, NV 89146-0302

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: HOUSE VACANT - YARD TRASHED, NEEDS CLEANING UP

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: March 03, 2010 Ward: 1

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date Status/Completed Date Location Comments

AN-003: 9.04.010 (4) REFUSE & WASTE
3/4/10 OPEN
Remove all refuse and waste from all areas of property.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
3/4/10 OPEN
Remove all high vegetation over 8" from all areas of property.
Remove all high weeds/grass over 8" from all areas of property.

Chronology of Events:

March 04, 2010 **Insp#: 956425**

35)Minor high weeds, minor bottles, dead plant materials. Posted notice,call back 3/18

March 04, 2010 **CORRECTION NOTICE ISSUED**

March 18, 2010 **RESEARCH**

35)No default found but a lis pendens was found by Health and Human Services. Sewer has an address of 5909 Hampton Grove Ct, LV,NV,89129 and phone 878-4754. Phone is not in service per recorded message.

March 18, 2010 **Insp#: 956685**

35)No change, high weeds and refuse remain in front/side yards. Took photos. Mailed 2nd notice to owner at sewer screen address. $120 fee today.

March 18, 2010 **CORRECTION NOTICE ISSUED**

March 26, 2010 **Insp#: 962623**

35)High weeds and refuse remain, no owner contact. I will probably have to go to Notice and Order. Mailed notice to owner. $180 + $150 today.

March 26, 2010 **CORRECTION NOTICE ISSUED**

April 01, 2010	**RESEARCH**	
	35)No Mers hits on address or owner. Zaba has Doe address and the same phone number that was in sewer which is not in service. Assessor records show owner also owns 3909 Hampton Grove Ct, sewer list 5909 Hampton Grove Ct. Map shows only a 3909 and no 5909 Hampton Grove Ct but notices were not returned by post office. I mailed the 3 correction notices to 3909 Hampton Grove.	
April 02, 2010	**NOTICE AND ORDER REQUEST**	
	35)Forwarded Notice and Order request to 19 for approval.	
April 02, 2010	**Insp#: 966722**	
	35)No cahnge, took photos of weeds and refuse. I will prepare Notice and Order. $180 +$300 today.	
April 06, 2010	**REVIEW**	
	19)Notice and Order has been created, file returned to officer for review. Return file to 19 after violations reviewed and initialed on draft.	
April 06, 2010	**NOTICE AND ORDER ISSUED**	
April 07, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	ed) After review and approval by #19 - Scanned & mailed N&O to owner SUGAY GODOFREDO T & CONCEPCION @ 5216 DOE AVE. To 35 for posting. To Laura for recording. C/B 4/16/10	
April 08, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded Nuisance N&O To Comply dated 4/7/10	
April 08, 2010	**Insp#: 970081**	
	35)Weeds and refuse remain in all yards. Posted Notice and Order, call back 4/19 $180 + $500 today	
April 19, 2010	**Insp#: 972652**	
	35)No change, refuse and weeds remain. Took photos. I will prepare bid sheet and forward to 19. $180 + $500 today.	
April 20, 2010	**BID REQUEST BY OFFICER**	
	35)Sent to 19 for bid approval	
April 22, 2010	**REVIEW**	
	19) Reviewed file to proceed with bids. File to LM.	
April 27, 2010	**BID REQUEST SENT**	
	CREATED MAP; PREP INV TO BID & SENT TO ALL CONTRACTORS; DUE 4/30	
May 03, 2010	**BID RECEIVED**	
	RECORDED & SCANNED BIDS RECEIVED= LUNAS= $242.50; AMERICAN DEMO= $669; WEAVER= $700	
May 03, 2010	**Insp#: 977031**	
	35)No change, weeds and refuse remain,took photos. $180 +$500 today. I will refer to 19 for proceed with abatement.	
May 04, 2010	**10 DAY NOTICE PROCESSING**	
	PREP; SCANNED & MAILED 10-DY BEFORE ABATEMENT; TO #35 FOR POSTING; C/B 5-14	
May 05, 2010	**Insp#: 984472**	
	35)Posted 10 day notice before abatement. Weeds and refuse remin. $180 + $500 today.	
May 17, 2010	**Insp#: 985957**	
	35)No change, refuse and high vegetation remains. Took photos. I will refer to 19 for abatement. $180 + $500 today.	
June 03, 2010	**REVIEW**	

	19) reviewed case, and looked for contact information for owner, (recorders, mers, whitepages, zabasearch) Nothing filed. Forwarding case to LMH for review to proceed with abatement.
June 04, 2010	**BID PREPERATION**
	21)bid approved-continue abatement
June 07, 2010	**ADMINSTRATIVE**
	19) Per 21 LMH approved to continue with abatement. File to ED to proceed with notifying contractor.
June 08, 2010	**EMAIL SENT OR RECEIVED**
	Ld) Sent email to Devin for approval of Requisition #169465 $242.50 to Lunas Construction
June 15, 2010	**PRE-ABATEMENT VIDEO**
	19) Pre-video completed, violations remain.
June 16, 2010	**BID AWARDED TO CONTRACTOR**
	Ld) Bid awarded to Lunas Construction $242.50 PO #282428
June 22, 2010	**Insp#: 990928**
	19) Checked property, violations remain, high weeds in all yards, refuse/waste in all yards. Pre-abatement video and pictures competed. Failed inspection.
July 14, 2010	**Insp#: 1014303**
	19) Contractor removed all debris and weeds from all areas. Property clean. Post-abatement video and pictures completed. Case closed.
July 15, 2010	**VIDEO REQUEST**
	ed) RECEIVED COMPLETION DATE; PREPARED AND SENT POST-ABATEMENT VIDEO REQUEST TO #19
October 08, 2010	**REVIEW**
	19) checked fee's and abatement costs. File to LD to process for Council Agenda to assess lien for costs.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	03/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/26/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	03/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/02/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	04/02/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/08/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	04/08/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	04/19/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	04/19/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/03/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	05/03/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/05/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	05/05/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/17/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	05/17/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/14/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/14/2010	
NUISANCE ABATEMENT FEE	$242.50	U	07/15/2010	
ADMINISTRATIVE	$36.38	U	07/15/2010	

Total Amount Due: **$5,288.88**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	LUNAS	A	4/29/10

Bid Amount: 242.50
Bid Award Date: 6/16/10
Contractor Start Date: 6/22/10
Description:
Remove all trash, debris, high weeds, grass or uncultivated plant growth from all areas of property

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	4/29/10

Bid Amount: 700.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	NA	4/27/10

Bid Amount: 669.00
Bid Award Date:
Contractor Start Date:
Description:

Revised Bid Information:

Bid #	CONTRACTOR	REQUEST	Requested Date:	New Bid Amount
	APPROVED	APPROVER		
	REASON			

APN 163-01-614-050

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **GODOFREDO T. AND CONCEPCION A. SUGAY**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **163-01-614-050**
Commonly known as: **5216 Doe Avenue**
Legal Description: **CHARLESTON HGTS SUB TRACT #32A-2**
PLAT BOOK 6 PAGE 91
LOT 29 BLOCK 3

On **July 20, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$5,444.88** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$44,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$49,494.88** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **February 16, 2011** ordered the above charges in the amount of **$49,494.88**, 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 _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DR, LAS VEGAS, NV 89106 Case #86997

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 222 West Cleveland Avenue in the amount of $11,269.35 (General Fund) and assess a maximum of $53,050 in daily civil penalties. PROPERTY OWNER: JOHNCYN DEVELOPMENT LLC - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $11,269.35
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired American Demolition to demolish the structures in compliance with Clark County Health regulations (bid must include asbestos removal), and remove all trash, debris, and vegetation. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $106,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $8,499 invoice for American Demolition in addition to other fees assessed for a total of $11,269.35 and consider assessing a maximum of $53,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 16, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of Dangerous Building Demolition located at 222 West Cleveland Avenue in the amount of $11,269.35 (General Fund) and assess a maximum of $53,050 in daily civil penalties. PROPERTY OWNER: JOHNCYN DEVELOPMENT LLC – Ward 3 (Reese)

American Demolition completed work on July 12, 2010 at a cost of $8,499; Ninyo & Moore conducted asbestos survey at a cost of $450; $528 in reinspection fees (w/late fees); $450 in civil penalties; plus a 15% administrative fee for a total of $11,269.35.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

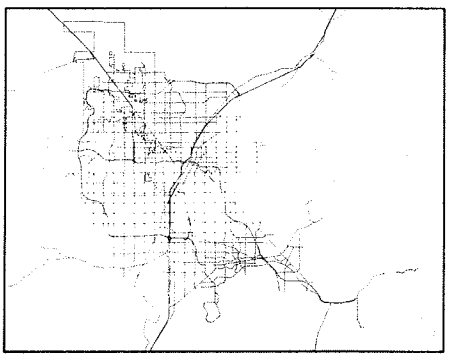
222 W CLEVELAND AVENUE
CROSS STREETS - LAS VEGAS//SAHARA

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



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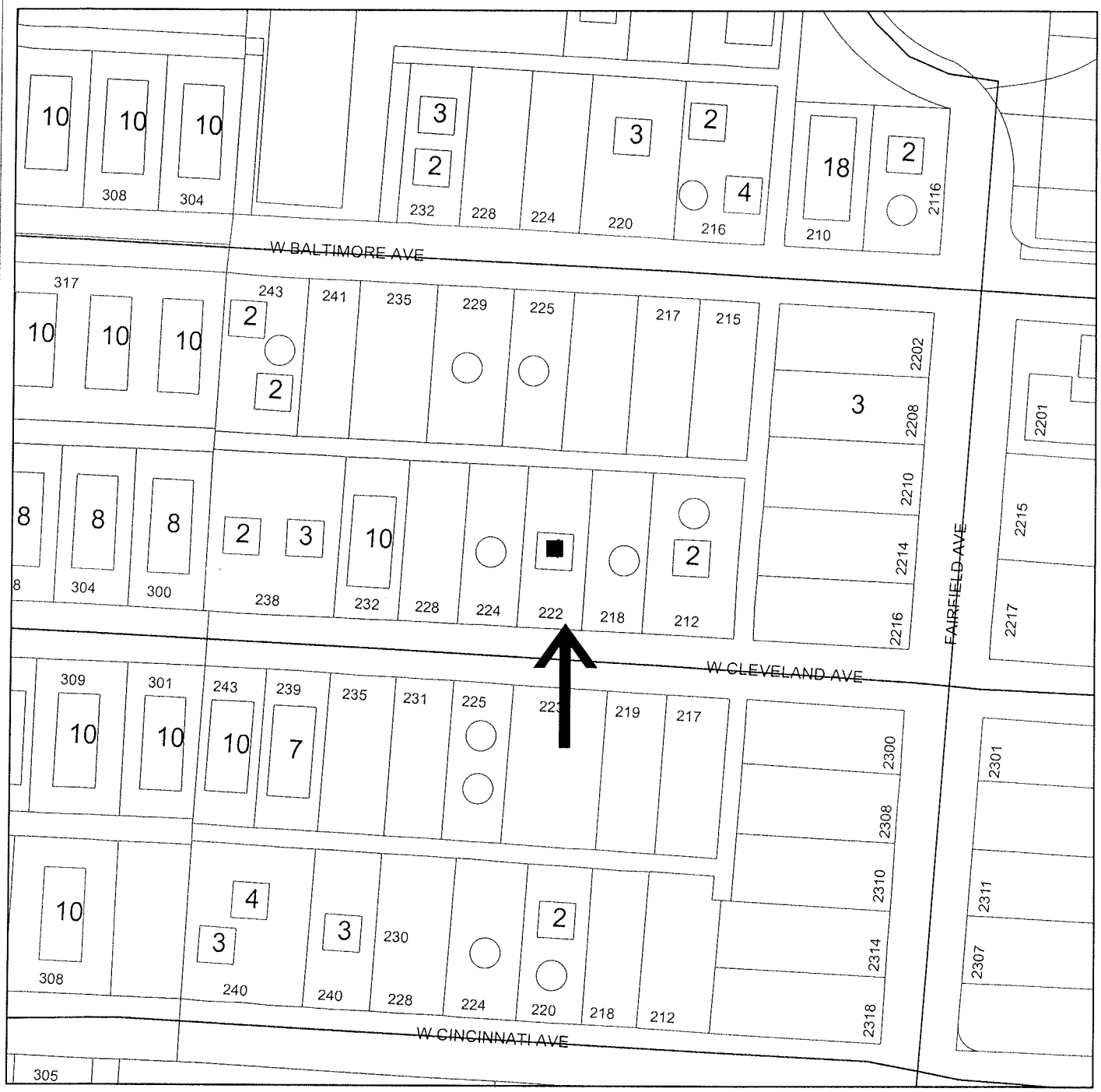
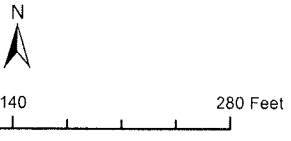
Geographic Information System
Planning & Development Dept.
702-229-6301

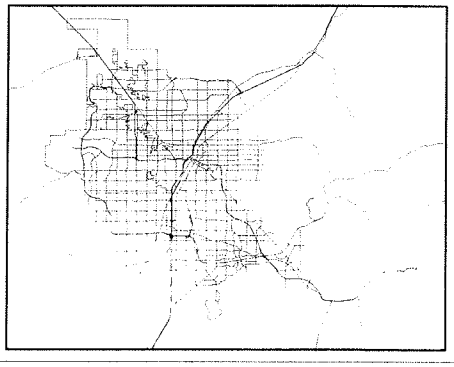
PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

222 W CLEVELAND AVENUE
CROSS STREETS - LAS VEGAS//SAHARA

City of Las Vegas Vicinity Map







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Geographic Information System
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702-229-6301

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: January 24, 2011

Re: Report of Expenses for the abatement of Dangerous Building Demolition located at 222 West Cleveland Avenue - 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 "Dangerous Building Demolition," the Department of Neighborhood Services caused the above-referenced property to be corrected by demolishing the structures in compliance with Clark County Health regulations (bid must include asbestos removal), and removing all trash, debris, and vegetation. The abatement was completed by American Demolition on July 12, 2010 at a cost of $8,499.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Demolish both structures.	$7,900.00
Remove all trash and debris.	$400.00
Remove all vegetation-oleanders, large bushes, etc.	$199.00
Asbestos Survey	$450.00
AMOUNT DUE:	$8,949.00
Administrative Processing Fee:	$1,342.35
Sub-Total:	$10,291.35
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
TOTAL AMOUNT DUE:	**$11,269.35**
Daily Civil Penalties – 107 days @ $500 a day (excluding civil penalty fees already assessed) March 28, 2010 to July 12, 2010	**$53,050.00**
MAXIMUM TOTAL:	**$64,319.35**
OWNER OF RECORD	JOHNCYN DEVELOPMENT LLC
PROPERTY ABATED:	222 West Cleveland Avenue
	Las Vegas, NV 89102
ASSESSOR PARCEL:	162-04-813-028
LEGAL DESCRIPTION:	MEADOWS ADD
	PLAT BOOK 1 PAGE 43
	LOT 28 BLOCK 11
	& LOT 29

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	Jack Praeger	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 16, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, FEBRUARY 16, 2011,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **222 WEST CLEVELAND AVENUE – Case #78794.** The Director of Neighborhood Services certifies that the sum of **$11,269.35** was expended and Civil Penalties in the sum of **$53,050.00** may be imposed for a total of **$64,319.35.** Owner of record at time of abatement: **JOHNCYN DEVELOPMENT LLC – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 78794

222 W CLEVELAND AVE - Map # 02524-87 Parcel 16204813028

Owner Information:

JOHNCYN DEVELOPMENT L L C
11738 STONEWALL SPRINGS AVE
LAS VEGAS, NV 89138-1577

Zoning Information: R-4(HIGH DENSITY RESIDENTIAL)

Case Comments: recent fire- please check for security, any violations...see e mail attached.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 09, 2009

Ward: 3

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date Status/Completed Date Location
Comments

AB-006: 16.08.010 UDB SEC 403
6/10/09 OPEN Property
Building damaged over 50% must file plan with city to demolish the building.
Secure all structures to City of Las Vegas specifications. Building and windows must be boarded to CLV standards.
6/24/09 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS
2/17/10 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS

AB-006D: 16.08.010 UDB SEC 302 (04)
8/4/09 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS
2/17/10 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS

AB-006H: 16.08.010 UDB SEC 302 (08)
8/4/09 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS
2/17/10 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS

AB-006K: 16.08.010 UDB SEC 302 (11)
8/4/09 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS- STRUCUTRE IS MORE THAN 50% FIRE DAMAGED
2/17/10 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS- STRUCUTRE IS MORE THAN 50% FIRE DAMAGED

AB-006Q: 16.08.010 UDB SEC 302 (17)
8/4/09 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS
2/17/10 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS

AB-006R: 16.08.010 UDB SEC 302 (18)
8/4/09 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS
2/17/10 OPEN PROPERTY
DEMOLISH FIRE DAMAGED STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS

AB-008N: HC-SEC 1001.3 STRUCTURAL HAZ
6/10/09 OPEN Units 2, 3, and 4
Repair or place roof due to fire damage along with fire damage to units 2, 3, and 4.
Remove fire damaged building from property.

AB-008P: HC-SEC 1001.5 HAZ ELECTRICAL
6/10/09 OPEN Main Panel
Remove all electrical hook ups to building.
Repair/replace damaged electrical fuse/breaker panel. Hire license contractor. Obtain permits and inspections to obtain legal power and gas to building prior to re-occuping.

AN-003: 9.04.010 (4) REFUSE & WASTE
6/10/09 OPEN Property
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all refuse from fire from property.
6/24/09 OPEN
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all refuse from fire from property.

AV-002: 16.31 VACANT -BOARDING CERT
6/10/09 OPEN Property
Obtain proper CLV boarding certificates and maintain properly secured until such property is secured and plans are completed for demo.
Obtain proper CLV boarding certificates.

Chronology of Events:

June 10, 2009	**Insp#: 848778**	
	33) Observed for rent sign with # of 290-5695 (Espanol) also Basch Construction sign - 314-4545, all units secure, took several photo's of property appears fire was in unit #3, damage to roof, will have 21 review photos.	
June 24, 2009	**Insp#: 849815**	
	33) no change in property, still secure and boarded, e-mail to 21 to check on next step.	
August 04, 2009	**Insp#: 855853**	
	33) Met with 20 on scene evaluated for demo, per 20 due to extent of damage to move forward with Notice to Demo building.	
August 20, 2009	**NOTICE AND ORDER REQUESTED**	
	33) Prepared case for 21 to review.	
October 29, 2009	**NOTICE AND ORDER REQUESTED**	
	21)file lost- prepared another n&o request- gave to office staff - LM for process	
December 16, 2009	**TELEPHONE CONVERSATION**	
	33) Received call from concerned citized Arturo. 400-2462, who advised small children 7-8 where seen hanging around area along with transients, advised status of case.	
February 26, 2010	**DIRECTIVE**	
	21)file MIA- will start over from beginning new photos and dang buiding n&o	
February 26, 2010	**NOTICE AND ORDER REQUEST**	
	21)forwrded n&o and file to LM to process she will return it to you for review before mailing.	
February 26, 2010	**RESEARCH**	
	21)CC recorder shows a trustee sale on 10/15/09 to Charette Corp 3800 Howard Hughes Pk 17th floor 89169...NOTE cc assessor has not changed will issue to both parties. called registered agent- 385-6000,KEMP,JONES,COULTHARD.left message someone will get back to me. Later spoke to rep- he stated they dont have any interest in company may be a Title Comp mistake. they did buy 225.	
February 26, 2010	**DIRECTIVE**	
	33) Took current photos of property for 21. Property still secure.	
February 26, 2010	**NOTICE AND ORDER ISSUED**	
February 26, 2010	**NOTICE AND ORDER ISSUED**	
March 18, 2010	**NOTICE AND ORDER PROCESSING**	
	printed, scanned & mailed N&O to owner of record & entered into HANSEN	
March 19, 2010	**POSTING OF NOTICE & ORDER**	
	31)posted n&o cb 3-29	
March 19, 2010	**Insp#: 879540**	
	33) Posted Notice to Abate DangerousBuilding/Demolion on front window, photo's taken, no change in property, photo taken of notice posted on building that property to be foreclosed, Affidavit of posting completed and notarized by Douglas, call back set for 03/29/10. Fees assessed for failed inspection.	
March 25, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded N&O	

March 29, 2010	**Insp#: 963124**	
	33) No change, photo's taken, assessed fees, sent to 21 for abatement bids for demo.	
March 30, 2010	**BID PREPERATION**	
	21)refer to office staff for bids to demo entire building,remove all high weeds,remove any trees/bushes which could be used as vagrant harbourage	
March 30, 2010	**BID REQUEST SENT**	
	created map; prepared ASBESTOS bid request; sent out to CamAir; GCA & Ninyo &Moore. Due back 4/2/2010	
April 05, 2010	**BID RECEIVED**	
	recorded & scanned ASBESTOS bids received; sent Award ltr to NINYO & MOORE; sent request for approval to D. Smith & submitted into Oracle.	
April 27, 2010	**DIRECTIVE**	
	33) Per 21 still awaiting aspestus report before demo.	
April 27, 2010	**BID REQUEST SENT**	
	prep inv. to bid for DEMO quotes; sent w/asbestos survey report to all contractors; due 4/30/2010	
May 03, 2010	**BID RECEIVED**	
	Received; scanned & recorded bids received for demo: 1- American Demo= $8499; 2-Baldwin Dev= $10900; 3-CGI = $11,198 & 4- Weaver= $15975	
May 03, 2010	**10 DAY NOTICE PROCESSING**	
	Prep, scanned, mailed & updated in Hansen- 10 dy before abatement; to #33 for posting; c/b 5-13	
May 03, 2010	**Insp#: 967526**	
	33) Posted 10 day notice before abatement. photo's taken, assessed fees, call back set for 05/13/10.. Completed affidavit Units doors are open on units #3 and 4 and screen doors are secured on #1 and 2 but appears transients are living in them.	
May 17, 2010	**EMAIL SENT OR RECEIVED**	
	21)we are ready to proceed with demo- i emailed rep servicing this foreclosure-jgreagor@rtrustee.com-he will check into the banks knowledge of the demo-ONEWEST BANK. will hold off for one week.also e mailed both N&O`s cb 5-24	
May 24, 2010	**DIRECTIVE**	
	21)no response back from onewest bank- will proceed with demo-approved by lm	
June 09, 2010	**EMAIL SENT OR RECEIVED**	
	Ld) Sent email to Devin for approval of Requisition #169520 $8,499 to American Demolition	
June 16, 2010	**BID AWARDED TO CONTRACTOR**	
	Ld) Demo bid awarded to American Demolition $8,499.00 PO #282438	
June 22, 2010	**BID REQUEST SENT**	
	ed) Asbestos bid request and map sent to all contractors. Due 6/22.	
June 29, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
July 12, 2010	**Insp#: 984676**	
	33) Removed, closed, abated.	
July 13, 2010	**VIDEO REQUEST**	
	Ld) Received invoice, sent video request to #21	
July 15, 2010	**POST-ABATEMENT VIDEO**	
	21)post video and photos done in ccitems file	

September 08, 2010	REVIEW
	21)foward case file to Laura to place on CC agenda for monies

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	03/19/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/29/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	03/29/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/03/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	05/03/2010	
ASBESTOS BID COSTS	$450.00	U	07/14/2010	
VACANT/ABAND/DANG BLDG ABATE FEE	$8,499.00	U	07/15/2010	
ADMINISTRATIVE	$1,274.85	U	07/15/2010	
ADMINISTRATIVE	$67.50	U	08/05/2010	

Total Amount Due: **$11,221.35**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	ASBESTOS	NINYO & MOORE	A	4/2/10
	Bid Amount:	450.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
1	ASBESTOS	CAMAIR	NA	4/2/10
	Bid Amount:	500.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
2	VACANT	AMER DEMO	A	4/27/10
	Bid Amount:	8,499.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
2	VACANT	WEAVER	NA	4/30/10
	Bid Amount:	15,975.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
2	VACANT	BALDWIN	NA	4/30/10
	Bid Amount:	10,900.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
2	VACANT	CGI	NA	4/29/10
	Bid Amount:	11,198.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
3	ASBESTOS	CAMAIR	NA	6/29/10
	Bid Amount:	600.00		
	Bid Award Date:	6/29/10		
	Contractor Start Date:			
	Description:			
	Asbestos survey			

3	**ASBESTOS**	**GCA ENVIRO**	**NA**	**6/22/10**

Bid Amount: 1,250.00
Bid Award Date: 6/29/10
Contractor Start Date:

Description:

Asbestos Survey

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: Fines Assessed:
Status: Court Costs:
Jail Required:

Court Sentence:

APN 162-04-813-028

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOHNCYN DEVELOPMENT LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-04-813-028**
Commonly known as: **222 West Cleveland Avenue**
Legal Description: **MEADOWS ADD**
PLAT BOOK 1 PAGE 43
LOT 28 BLOCK 11
& LOT 29

On **July 12, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$11,269.35** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$53,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$64,319.35** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **February 16, 2011** ordered the above charges in the amount of **$64,319.35**, 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 _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 NORTH RANCHO DRIVE, LAS VEGAS, NV 89106 Case #86827

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: BUILDING AND SAFETY
DIRECTOR: CHRIS KNIGHT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4245 Amethyst Avenue in the amount of $5,068.50 (General Fund) and assess a maximum of $40,050 in daily civil penalties. PROPERTY OWNERS: VERLISS RIZZO AND NANCY DIMICK - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,068.50
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Neighborhood Services declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Neighborhood Services hired Lunas Construction to remove the mobile home, remove all trash, debris, wood, concrete blocks, furniture, appliances, dilapidated shed, carts, etc. from all areas of the property, and remove white Chevrolet truck. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $68,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $2,950 invoice for Lunas Construction in addition to other fees assessed for a total of $5,068.50 and consider assessing a maximum of $40,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 16, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 4245 Amethyst Avenue in the amount of $5,068.50 (General Fund) and assess a maximum of $40,050 in daily civil penalties. PROPERTY OWNERS: VERLISS RIZZO AND NANCY DIMICK – Ward 6 (Ross)

Lunas Construction completed work on July 20, 2010 at a cost of $2,950; $726 in reinspection fees (w/late fees); $950 in civil penalties; plus a 15% administrative fee for a total of $5,068.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

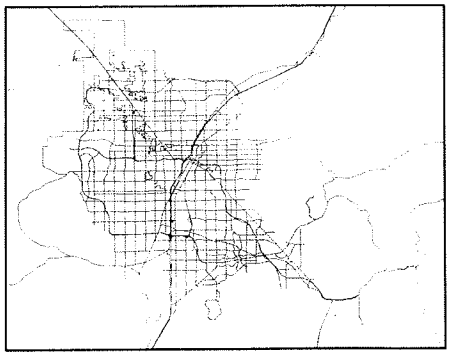
4245 AMETHYST AVENUE
CROSS STREETS - CRAIG//TORREY PINES

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



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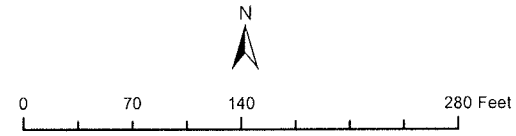
Geographic Information System
Planning & Development Dept.
702-229-6301

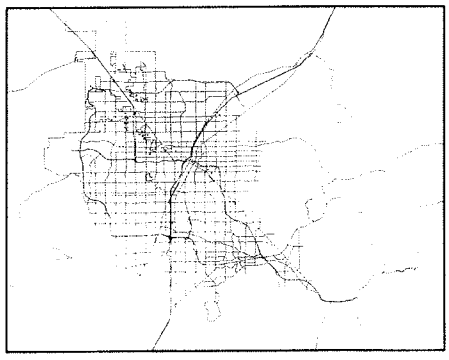
PLANNING & DEVELOPMENT

4245 AMETHYST AVENUE
CROSS STREETS - CRAIG//TORREY PINES

City of Las Vegas Vicinity Map







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702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: January 24, 2011

Re: Report of Expenses for the abatement of nuisance located at 4245 Amethyst Avenue - Ward 6 (Ross)

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 caused the above-referenced property to be corrected by removing the mobile home, removing all trash, debris, wood, concrete blocks, furniture, appliances, dilapidated shed, carts, etc. from all areas of the property, and removing the white Chevrolet truck. The abatement was completed by Lunas Construction on July 20, 2010 at a cost of $2,950.00, which was accepted by the Department of Neighborhood Services.

Contract Amount Breakdown:	
Remove mobile home.	$2,300.00
Remove all trash, debris, wood, concrete blocks, furniture, appliances, dilapidated shed, carts, etc. from all areas of property.	$450.00
Remove white Chevrolet truck.	$200.00
AMOUNT DUE:	$2,950.00
Administrative Processing Fee:	$442.50
Sub-Total:	$3,392.50
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
TOTAL AMOUNT DUE:	**$5,068.50**
Daily Civil Penalties – 82 days @ $500 a day (excluding civil penalty fees already assessed) April 29, 2010 to July 20, 2010	**$40,050.00**
MAXIMUM TOTAL:	**$45,118.50**
OWNER OF RECORD	VERLISS RIZZO AND NANCY DIMICK
PROPERTY ABATED:	4245 Amethyst Avenue
	Las Vegas, NV 89108
ASSESSOR PARCEL:	138-02-315-059
LEGAL DESCRIPTION:	JADE PARK UNIT #2
	PLAT BOOK 15 PAGE 53
	LOT 24 BLOCK 1

DSS:ld

Lunas Construction
4830 E Cartier Avenue
Las Vegas, NV 89115

Disclosure of Principals

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

	Full Name	Business Address	Business Phone
1.	Manuel Madrigal	4830 E. Cartier Ave. LV, NV 89115	702-644-6840
2.	Rosa Madrigal	Same	Same
3.	Victor Madrigal	Same	Same
4.	Norberto Madrigal	Same	Same
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

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

Lunas Construction

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of August, 2009.

_____
Notary Public in and for Clark County,
State of Nevada

DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

FEBRUARY 16, 2011

Pursuant to Las Vegas Municipal Code for the Abatement of Dangerous Buildings/Nuisance Code and/or Housing Code, NOTICE IS HEREBY GIVEN THAT ON **WEDNESDAY, FEBRUARY 16, 2011,** at the hour of **9:00 A.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **4245 AMETHYST AVENUE – Case #88724.** The Director of Neighborhood Services certifies that the sum of **$5,068.50** was expended and Civil Penalties in the sum of **$40,050.00** may be imposed for a total of **$45,118.50.** Owner of record at time of abatement: **VERLISS RIZZO AND NANCY DIMICK – WARD 6 (ROSS)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

PM 0911-08-09

Printed with environmentally friendly soy ink

City of Las Vegas
Neighborhood Services Department
Code Enforcement Case Report

Case # 88724

4245 AMETHYST AVE - Map # 01819-65 Parcel 13802315059

Owner Information:

RIZZO VERLISS
4245 AMETHYST AVE
LAS VEGAS, NV 89108-5610

Zoning Information: R-MH(MOBILE/MANUFACTURED HOME)

Case Comments: owner is tearing trailer home apart with permits

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 08, 2010

Ward: 6

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
4/14/10	OPEN	On property
Remove unsafe structure.		
AB-006E: 16.08.010 UDB SEC 302 (05)		
4/14/10	OPEN	On property
Remove unsafe structure.		
AB-006H: 16.08.010 UDB SEC 302 (08)		
4/14/10	OPEN	On property
Remove unsafe structure.		
AB-006I: 16.08.010 UDB SEC 302 (09)		
4/14/10	OPEN	On property
Remove unsafe structure.		
AB-006K: 16.08.010 UDB SEC 302 (11)		
4/14/10	OPEN	On property
Remove unsafe structure.		
AB-006L: 16.08.010 UDB SEC 302 (12)		
4/14/10	OPEN	On property
Remove unsafe structure.		
AB-006Q: 16.08.010 UDB SEC 302 (17)		
4/14/10	OPEN	On property
Remove unsafe structure.		
AB-006S: 16.08.010 UDB SEC 302 (19)		
4/14/10	OPEN	On property
Remove unsafe structure.		
AB-013: 16.44 MOBILE HOME-DANGEROUS		
4/14/10	OPEN	On property
Remove mobile home that has been deemed unsafe by the State of Nevada Department of Business and Industry, Manufactured Housing Division.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
4/14/10	OPEN	On property
Remove all refuse/waste, to include construction debris, wood, insulation, concrete blocks, trash, furnitire, appliances, dilapidated shed, carts, etc.		
AZ-002: 19.04.010 LAND USE VIOLATIONS		
4/14/10	COMPLIED 09/02/10	On property
Remove white Chevrolet truck. Not permitted to be stored on vacant property.		

Chronology of Events:

April 09, 2010	**RESEARCH**
	34) No foreclosure found.
April 09, 2010	**PHONE CALL**
	34) Called officer Moon with Metro 807-0040, stated occupant Eddie has been arrested & is in county jail. Property now vacant. Grandmother Verliss Rizzo (property owner) lives in area at 4224 Peachblossom Ln.
April 09, 2010	**EMAIL SENT OR RECEIVED**
	34) Called manufactured housing inspector Bill Robotham 486-4311, cell 604-2422. He will check property on 4-12 & tag it "unsafe for occupancy".
April 13, 2010	**Insp#: 972613**

34) Vacant mobile home being torn apart, including roof & interior walls. Electric service meter missing. Scattered refuse/waste (construction debris, wood, insulation, concrete blocks, trash, furnitire, appliances, dilapidated shed, carts). Rear door damaged, structure open/accessible. White Chevrolet truck no tag on south side of structure. Posted red tag on front window. Photos. Go to Notice & Order. Went to 4224 Peachblossom Ln, spoke to Joanne White 834-5512. Stated her mom is Verliss Rizzo (owner of 4245 Amethyst Ave), she's inside home but not able to speak to me. Owner is in her 80's & has Alzheimer's. Told Joanne about violations & left card, stated she hasn't been to property in a while.

April 14, 2010 **NOTICE AND ORDER REQUEST**

34) Gave case to 19 for Notice & Order review.

April 14, 2010 **REVIEW**

19) Reviewed notice and order request, approved, letter processed and sent to Building Dept. for signature.

April 14, 2010 **Insp#: 974941**

April 14, 2010 **NOTICE AND ORDER ISSUED**

April 21, 2010 **NOTICE AND ORDER PROCESSING**

copied; scanned & mailed 10day N&O to abate dang/bldg-demo; to Ld for recording; to #34 for posting.

April 21, 2010 **Insp#: 975410**

34) Post 10 Day Notice & Order to Abate Dangerous Building/Demolition. Call back 5-3. No fee, this is first notice.

April 23, 2010 **RECORDED DOCUMENT**

Ld) Recorded 10 Day N&O To Abate Dangerous Building/Demolition dated April 19, 2010

May 04, 2010 **10 DAY NOTICE PROCESSING**

ed) Prep, scanned and sent 10-day Notice to Abate to: YVETTE LESTER @ 7516 CLOUDBURST AVE, LV, NV 89128-3274

May 05, 2010 **Insp#: 978985**

34) Still unsafe structure, Chevrolet truck, & refuse/waste. $120 fee. State of Nevada Manufactured Housing Division "unsafe" posting on window, dated 4-28-10. Photos.

May 10, 2010 **PROCEED WITH ABATEMENT**

34) Gave case to 19 to begin abatement process. Requesting removal of unsafe structure (mobile home), refuse/waste, & Chevrolet truck.

May 17, 2010 **REVIEW**

19) Reviewed Bid Request, approved, file to LM for processing.

June 04, 2010 **Insp#: 986137**

34) Post 10 Day Notice Before Abatement, call back 6-15. Still unsafe structure, Chevrolet truck, & refuse/waste. $180 + $150 fee.

June 18, 2010 **Insp#: 998631**

34) Still unsafe structure, Chevrolet truck, & refuse/waste. Photos. $180 + $300 fee.

June 21, 2010 **PROCEED WITH ABATEMENT**

34) Checked county assessor & recorder again. No change to ownership & no foreclosure found. Gave case to 19 to proceed with abatement.

June 24, 2010 **REVIEW**

19) Reviewed file to proceed with abatment review to LMH. Cost to abate is $2950 by Lunas to remove dangerous open structure and remove, abandoned vehicle, debris and weeds. No information recorded on property as to bank involved on property with County or MERS. Looked for info on owner, none found. Request to LMH for approval.

June 28, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	Cert ltr sent to RIZZO VERLISS AND DIMICK NANCY, 4245 AMETHYST AVE, LV,NV returned without signature	
July 06, 2010	**BID AWARDED TO CONTRACTOR**	
	21)bid approved-forward case file to office staff-LIZ	
July 09, 2010	**BID AWARDED TO CONTRACTOR**	
	ed) Received PO #283213-prepared and sent award ltr to Lunas Construction	
July 13, 2010	**VIDEO REQUEST**	
	ed) Prepared pre-abatement video request - start date 7/15. request to #19 w/e-mail	
July 14, 2010	**PRE-ABATEMENT VIDEO**	
	19) Completed pre-abatement video and pictures of property.	
July 14, 2010	**Insp#: 1004718**	
	19) Checked property and found open accessbile structure still standing, refuse, waste in all areas of property and white Chevy truck still on property. Pre-Abatement videos and pictures completed.	
July 19, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	ed) Received 10-day, unclaimed.	
July 20, 2010	**VIDEO REQUEST**	
	Prepared post-abatement video request - completion date 7/15. Request to #19 w/e-mail	
July 26, 2010	**ADMINSTRATIVE**	
	RECEIVED IN ORACLE (RECEIPT #279872 - $2950 TO LUNAS); SCANNING, AND CLOSING OF FILE.	
August 02, 2010	**POST-ABATEMENT VIDEO**	
	19) Post video and pictures completed.	
August 06, 2010	**REVIEW**	
	19) reveiwed case, file to LD to process for city council agenda.	
September 02, 2010	**Insp#: 1014329**	
	19) Abatement completed, all debris and refuse removed, building removed. Video and pictures completed. Case closed.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/05/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/04/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/04/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/14/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/14/2010	
ADMINISTRATIVE	$442.50	U	08/04/2010	
NUISANCE ABATEMENT FEE	$2,950.00	U	08/04/2010	

Total Amount Due: **$5,002.50**

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 138-02-315-059

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **VERLISS RIZZO AND NANCY DIMICK**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-02-315-059**
Commonly known as: **4245 Amethyst Avenue**
Legal Description: **JADE PARK UNIT #2**
PLAT BOOK 15 PAGE 53
LOT 24 BLOCK 1

On **July 20, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$5,068.50** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$40,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$45,118.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **February 16, 2011** ordered the above charges in the amount of **$45,118.50**, 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 _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 NORTH RANCHO DRIVE, LAS VEGAS, NV 89106 Case #88724

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding an Appeal of Denial of an Ice Cream Truck License, Terrie Ann Farr, dba Keshawn and Kiara Lil Huddies Ice Cream, 801 Searles Avenue, Terrie Farr, Owner, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of Denial of an Ice Cream Truck License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: BILL ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-4-2011 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Entertainment Visual improvement Program Agreement (EVIP) between the RDA and A.W. Ham, III Trust (Owner) and Insert Coin(s), LLC, (Tenant and EVIP Participant) located at 512 Fremont Street (APN 139-34-611-007) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 4 (RA-1-2011)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Insert Coin(s), LLC (EVIP Participant) with the costs of exterior improvements to the property located at 512 Fremont Street. Approval will adopt findings that the EVIP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-4-2011
2. Before Photos and After Renderings of Project
3. Site Map

RESOLUTION NO. R-4-2011

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE ENTERTAINMENT VIP AGREEMENT ("EVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND A. W. HAM, III TRUST ("OWNER") AND INSERT COIN(S), LLC ("TENANT" AND "EVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-611-007

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on February 16, 2005 the reallocation of funds to fund the Entertainment District Visual Improvement Program (EVIP), in order to provide funding to participating tavern-limited businesses for the purpose of making improvements to the exterior of such commercial properties; and

WHEREAS, A. W. HAM, III TRUST (the "OWNER") the owner of real property and improvements located at 512 FREMONT STREET, and which parcel is commonly known as APN 139-34-611-007 (the "Site"); and

WHEREAS, INSERT COIN(S), LLC (the "EVIP PARTICIPANT") is the

tenant of the real property located at 512 FREMONT STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Entertainment VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Entertainment VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to INSERT COIN(S), LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "EVIP Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2011.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
CITY CLERK

APPROVED AS TO FORM:

_____ ESQ 1-26-11
Date

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
ENTERTAINMENT VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS ENTERTAINMENT VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, ____, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and A. W. HAM, III TRUST ("Owner") and INSERT COIN(S), LLC ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved an Entertainment Visual Improvement Program (the "Entertainment VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Entertainment VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the building on the Property in accordance with this Agreement and the Entertainment VIP Guidelines (the "EVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of $75,000.00 and the Tenant has provided a 100% matching cash contribution to the Agency's participation to ensure that Tenant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and Tenant desires to participate in the Entertainment VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER and TENANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las

Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 400 Stewart Avenue, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Tenant warrants that it has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the façade improvements, with a not to exceed maximum of SEVENTY-FIVE THOUSAND DOLLARS **($75,000.00)** for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and Tenant shall have provided Agency with all the documents required for participation in the EVIP, as set forth in the EVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the EVIP Guidelines. Additionally, the Agency will not release any funds until the Tenant has secured a Tavern-Limited license, has obtained the necessary approval from the Downtown Design Review Committee for the installation of signage and exterior improvements on the property and has been issued a Certificate of Occupancy by the appropriate city department.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Tenant. The

Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 60 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the EVIP

Guidelines. Tenant shall complete the improvements within 180 days of commencement of work. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Tenant is unable to obtain (3) or more competitive bids, the Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Entertainment VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Entertainment VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or Tenant in the event of any default or breach by the Agency or for any amount which may become due to the Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of a Owner and/or Tenant

Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or Tenant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM: The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and Tenant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 8 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and Tenant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2011 by the Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2011

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
OSCAR B. GOODMAN, CHAIRMAN
"Agency"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
SECRETARY

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

Print Name:_____

OWNER

A. W. HAM, III TRUST

By: _____
Name: Artemus W. Ham, III
Its: Trustee

TENANT

INSERT COIN(S), LLC

By: _____
Name: Christopher LaPorte
Its: Chief Operating Officer

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS - TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

Lots No. 16 and 17 in block 2 of Hawkins Addition to the City of Las Vegas, Clark County, Nevada, as per map thereof on file and at record in book 1 of Plats, at page 40 in the Office of the County Recorder of Clark County, Nevada, together with the appurtenances thereunto belonging, being Assessor's Parcel No. 139-34-611-007.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

A. W. Ham III Trust (Landlord)

and

Insert Coin(s), LLC (Tenant)

is on file with the City of Las Vegas - Office of Business Development

EXHIBIT A

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer
APN: 139-34-611-007

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, A. W. HAM III, Trust ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into an Entertainment Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "EVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the EVIP Agreement and Grantee's Entertainment Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this _____ day of _____, _____.

A. W. HAM III Trust

By:_____
ARTEMUS W. HAM III
Its: TRUSTEE
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
OSCAR B. GOODMAN

Its: CHAIRMAN
"GRANTEE"

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

Print Name:_____

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by A. W. HAM III TRUST as GRANTOR.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots No. 16 and 17 in block 2 of Hawkins Addition to the City of Las Vegas, Clark County, Nevada, as per map thereof on file and at record in book 1 of Plats, at page 40 in the Office of the County Recorder of Clark County, Nevada, together with the appurtenances thereunto belonging, being Assessor's Parcel No. 139-34-611-007.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $75,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$75,000.00
Anytime during second year:	$60,000.00
Anytime during third year:	$45,000.00
Anytime during fourth year:	$30,000.00
Anytime during fifth year:	$15,000.00
After five full years from recordation of the Façade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
ATTN: Operations Officer
APN: 139-34-611-007

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20___, between A. W. HAM III TRUST, hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 512 Fremont Street, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos.139-34-611-007; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved an Entertainment Visual Improvement Program (the "Entertainment VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner and/or tenant has rehabilitated the facades of the property: the area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Entertainment Visual Improvement Agreement and Grant of Facade Easement dated ____ _____ (the "EVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Business Development and any other city department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Las Vegas in the Office of Business Development, 400 Stewart Avenue, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by City. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latch sets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The City's Director of the Office of Business Development ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with the fact that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101
Attn: Operations Manager

OWNER: A. W. Ham III Trust
2008 Gray Eagle Way
Las Vegas, NV 89117
Attn: Artemus W. Ham III

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Director of the Office of Business Development in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date first stated above, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

A. W. HAM, III TRUST

By: _____ Date: _____
Name: ARTEMUS W. HAM, III
Title: TRUSTEE

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
Name: OSCAR B. GOODMAN
Title: CHAIRMAN

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by A. W. HAM, III TRUST as OWNER

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2011 by Oscar B. Goodman as Chairman of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots No. 16 and 17 in block 2 of Hawkins Addition to the City of Las Vegas, Clark County, Nevada, as per map thereof on file and at record in book 1 of Plats, at page 40 in the Office of the County Recorder of Clark County, Nevada, together with the appurtenances thereunto belonging, being Assessor's Parcel No. 139-34-611-007.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face adjoining the Fremont Street right-of-way and northerly abutting alley right-of-way, or other public areas, including all exterior wall planes, window, doors, fascias, awnings, signage and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Demolition and installation of Front Entrance**	**$40,560.00**
2.	**Modifications and repairs to Existing Canopy**	**$14,950.00**
3.	**Installation of Neon Signage**	**$62,250.00**
4.	**Repair and install concrete Sidewalk**	**$6,517.00**
	ESTIMATED PROJECT COSTS	**$124,277.00**
	Plus 20% contingency	**$24,855.00**

Maximum Reimbursement for EVIP Grant **$75,000.00**

Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will begin 30 days after approval of Agreement and should be complete within 120 days, depending on contractor's work schedule/work load.

A.H

Attachment 6–A

Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name A.W. HAM III TRUST

Mailing Address 2008 Gray Eagle Way, Las Vegas, Nevada 89117

Business Phone 702-732-8334

Tax ID or Social Security Number 88 6020890

Ownership Interest

Estate in Severalty X Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Art Ham III	2008 Gray Eagle Way, Las Vegas	702-732-8334

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: n/a

A.H

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages _____

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature A.W. HAM III TRUST
BY: A.W. HAM III, TRUSTEE A.W. Ham III, Trustee

Date December 22, 2010

State of Nevada
County of Clark

This instrument was acknowledged before me on

December 22, 2010 (date) by

A.W. HAM, III, TRUSTEE (name of person)

Leonette S. Cunningham
Notary Public

LEONETTE S. CUNNINGHAM
Notary Public State of Nevada
No. 09-9874-1
My appt. exp. May 7, 2013

Attachment 6–B

Please Print Legibly

VIP Disclosure of Ownership/Principals

Business - Page 1 of 2

VIP Contracting Entity Information

Name INSERT COIN(S)

Mailing Address 3456 Crestmoor Dr, Woodbury MN

Business Phone 702.885.9366

Tax ID or Social Security Number 27-37-68447

Type of Business

Sole Proprietor____ Partnership____ Limited Liability Company X Corporation____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Stefano Sinicropi	3456 Crestmoor Dr, Woodbury MN	651.491.5252
Bonaventure Ngu	3456 Crestmoor Dr, Woodbury, MN	936.697.2111

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document _____

Date of Attached Document _____

Number of Pages Ø

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete, and accurate.

Signature _____

Date 12.23.10

State of Nevada
County of Clark

This instrument was acknowledged before me on

December 23, 2010 (date) by

Timothy Christopher LaPorte (name of person)

JoAnn Crolli

Notary Public

JOANN CROLLI
Notary Public-State of Nevada
APPT. NO. 02-79131-1
My App. Expires September 18, 2014

Attachment 7

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Christopher LaPorte, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Insert Coins, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 512-514 Fremont St ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on Feb 16, 2011.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☒ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight. ☒ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. CL (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. CL (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. CL (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. CL (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 23 day of December, 2010.

Authorized Signature: _____

SIGNED AND SWORN TO before

me this 23th day of Dec, 2010, by Heather J. Farley

NOTARY PUBLIC
My Commission Expires:
Sept 20, 2014

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
HEATHER J. FARLEY
No: 10-3118-1
My Appointment Expires Sep. 20, 2014

AH

Attachment 8

Please Print Legibly

VIP Real Property Owner Consent

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, A.W. HAM III, owner and/or authorized representative of APN# 139-34-611-007 also commonly known as 512 - 514 Fremont Street hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by INSERT COIN(S),LLC, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 22nd day of December, 2010, _____.

Authorized Representative: A.W. HAM III TRUST
BY: A.W. HAM III, TRUSTEE A.W. Ham III, Trustee

SIGNED AND SWORN TO before
me this 22nd day of December, 2010, by Leonette S. Cunningham

NOTARY PUBLIC
My Commission Expires:

LEONETTE S. CUNNINGHAM
Notary Public State of Nevada
No. 09-9874-1
My appt. exp. May 7, 2013

Before Photos – Insert Coin(s)
(512 Fremont Street)



Before Photos – Insert Coin(s)
(512 Fremont Street)



Before Photos – Insert Coin(s)
(512 Fremont Street)



After Rendering – Insert Coin(s)
(512 Fremont Street)



After Rendering – Insert Coin(s)
(512 Fremont Street)

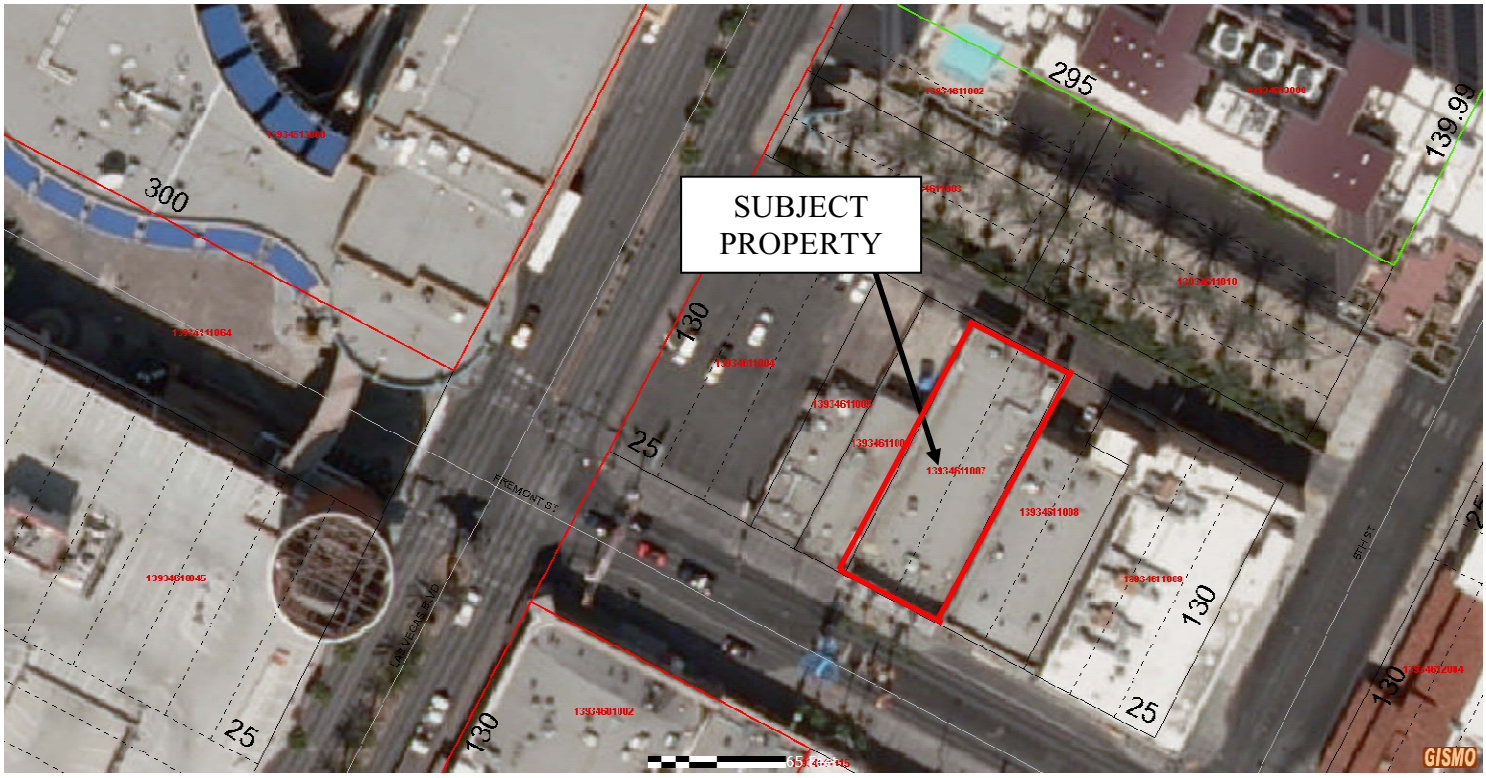


After Rendering – Insert Coin(s)
(512 Fremont Street)



Gray Exterior (match logo)
Dark Tinted Inset Elongated Windows, w/ alternating inset colors: gloss white, red (match logo), yellow (match logo)
Black Overhang w/ red underside & multicolored dome lights
Heavy Gunmetal Doors with Domed “Portholes”

SITE MAP – INSERT COIN(S) CLASSIC ARCADE BAR & LOUNGE
(512 FREMONT STREET)



City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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

SUBJECT:
RESOLUTIONS:

R-5-2011- Discussion and possible action regarding a Resolution to support the "Creating 100,000 Nevada Jobs" report submitted by the Building Jobs Coalition (Coalition) that was presented to the Las Vegas City Council on February 2, 2011 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This resolution will support the Coalition's first edition of its "Creating 100,000 Nevada Jobs" report that was provided to the Las Vegas City Council on February 2, 2011 by Steve Holloway, Executive Vice President of Associated General Contractors Las Vegas (AGC). The AGC is a founding member of the Building Jobs Coalition (Coalition), a broad-based group formed to identify, research, vet and advocate on behalf of job creation strategies throughout the state of Nevada.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Resolution No. R-5-2011
2. Creating 100,000 Nevada Jobs Report

RESOLUTION OF THE CITY OF LAS VEGAS TO SUPPORT THE "CREATING 100,000 NEVADA JOBS" REPORT BY THE BUILDING JOBS COALITION TO PUT NEVADA'S CONSTRUCTION AND DEVELOPMENT WORKERS BACK TO WORK

WHEREAS, there are more than 180,000 Nevada residents actively looking for work–that translates into the highest rate of unemployment in the United States; and

WHEREAS, the economic downturn has required private sector employers to cut 179,400 jobs, and, at the same time, reduce hours, wages and benefits for their remaining employees; and

WHEREAS, in December 2007, the average private sector worker was working approximately 37.0 hours per week. In October 2010, it has fallen to 34.2 hours per week, a reduction of nearly 8 percent translating into 9.3 million fewer hours on the job for local workers per week and nearly 466 million fewer hours per year; and

WHEREAS, Nevada's unemployment rate increased to a record-high of 14.4 percent in September 2010 and presently stands at over 14 percent–the highest rate in the nation; and

WHEREAS, during that same period, private sector employment has fallen from 1,137,100 to 957,700 or a 15.8-percent reduction, roughly 1 in every 6 private sector workers have been displaced since the recession began; and

WHEREAS, as of October 2010, the construction sector accounted for 60,500 jobs statewide, with roughly 6 out of every 10 construction jobs having been eliminated since late 2006 when the industry's job count peaked at nearly 150,000; and

WHEREAS, in the past 12 months, the industry has shed 20 percent of its workforce, or 14,700 positions that does not include the tens of thousands of additional jobs that have been lost in design, engineering, planning and support businesses throughout the State; and

WHEREAS, an essential element of Nevada's ability to recover is needed investment in the State's roads and highways; its schools and universities; its water, sewer and flood control infrastructure; and its hospitals, prisons and other government facilities; and

WHEREAS, it is vitally important that Nevada not only stop the diversion of money away from these programs, but also find ways to accelerate their construction; and

WHEREAS, it is imperative that Nevada based companies, employing Nevada-based

workers, are given first priority for all State and local projects to put Nevada's construction and development workers back to work while at the same time positioning the economy for future growth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to support the "Creating 100,000 Nevada Jobs" report by the Building Jobs Coalition to put Nevada's construction and development workers back to work. The City Council's support for the report is general in nature and is not tied to any particular scope or language of implementing proposals that might be brought forward.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2011.

CITY OF LAS VEGAS

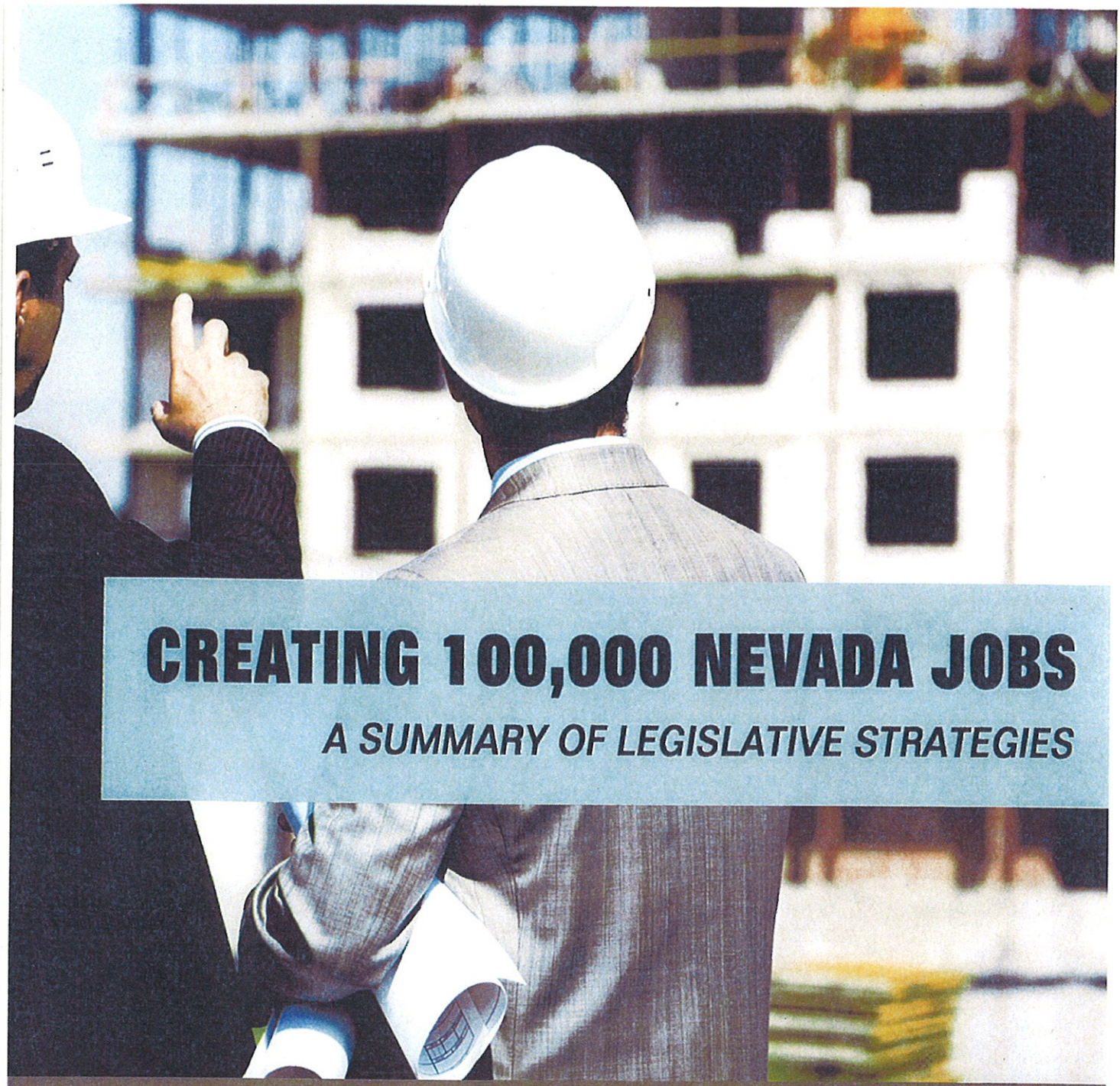
BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 2-8-11
Date



CREATING 100,000 NEVADA JOBS

A SUMMARY OF LEGISLATIVE STRATEGIES

BUILDING JOBS COALITION

NORTHERN NEVADA
316 California Avenue, #159
Reno, Nevada 89509

Phone: (775) 685-6550

SOUTHERN NEVADA
150 N. Durango Drive, Suite 100
Las Vegas, Nevada 89145

Phone: (702) 796-9986

Web: BuildingJobsCoalition.com Email: info@BuildingJobsCoalition.com

BUILDING JOBS COALITION

NORTHERN NEVADA
316 California Avenue,
#159
Reno, Nevada 89509

Phone: (775) 685-6550

SOUTHERN NEVADA
150 N. Durango Drive,
Suite 100
Las Vegas, Nevada 89145

Phone: (702) 796-9986

Economic Conditions
Job Creation Strategies
Open Forum Discussions

Web:
BuildingJobsCoalition.com

Email:
info@BuildingJobsCoalition.com

The economic impact of the Great Recession has been devastating on Nevada. Nowhere is this more apparent than within the State's construction industry. As of October 2010, the construction sector accounted for 60,500 jobs statewide, with roughly 6 out of every 10 construction jobs having been eliminated since late 2006 when the industry's job count peaked at nearly 150,000. In just the past 12 months, the industry has shed 20 percent of its workforce, or 14,700 positions. Importantly, these figures do not include the tens of thousands of additional jobs that have been lost in design, engineering, planning and support businesses throughout the state. The *Building Jobs Coalition* was formed with a single purpose in mind – *getting these Nevadans back to work.*

An essential element of Nevada's ability to recover is needed investment in the state's roads and highways; its schools and universities; its water, sewer and flood control infrastructure; and its hospitals, prisons and other government facilities. It is vitally important that Nevada not only stop the diversion of money away from these programs but also find ways to accelerate their construction. It is also imperative that Nevada-based companies, employing Nevada-based workers, are given first priority for all state and local projects. This puts Nevada's construction and development workers back to work while at the same time positioning the economy for future growth.

The Coalition's origins are in the construction and development industries, but its focus is broader-based. Today, there are more than 180,000 Nevada residents actively looking for work, translating into the highest rate of unemployment in the United States. Getting construction workers back on the job will require wide-spread economic recovery. To this end, the Coalition is working together with other industries, legislators and other community leaders to develop and vet a series of job-creation strategies.

This white paper is a working draft of those strategies. It is not offered as, nor intended to be, a comprehensive solution. Rather, it is a compilation of ideas developed through research, discussions with legislators in and out of Nevada, and input from industry leaders. Some strategies may be mutually exclusive; others may be proven impracticable for one reason or another. That said, the ultimate objective of this exercise is to refine this document over the next several months so that vetted, actionable strategies that can be delivered to the Nevada State Legislature in advance of convening its 2011 Regular Session.

For more information regarding the Coalition or this white paper, please contact us directly at (702) 796-9986.

BUILDING JOBS COALITION

NORTHERN NEVADA
316 California Avenue,
#159
Reno, Nevada 89509

Phone: (775) 685-6550

SOUTHERN NEVADA
150 N. Durango Drive,
Suite 100
Las Vegas, Nevada 89145

Phone: (702) 796-9986

Economic Conditions
Job Creation Strategies
Open Forum Discussions

Web:
BuildingJobsCoalition.com

Email:
info@BuildingJobsCoalition.com

Findings and Recommendations in Summary

- Nevada's economy has been ravaged by the economic recession that began in December 2007. **The economic downturn has required private sector employers to cut 179,400 jobs,** and, at the same time, reduce hours, wages and benefits for their remaining employees. There is no precedent for these impacts in Nevada's modern history.

- No industry in Nevada has been harder hit by the recession than the construction industry, which has **cut its workforce by more than 50 percent and accounts for roughly 1 in every 3 unemployed workers.**

- The total **direct cost of unemployment (benefits paid) totaled $850 million during the past 12 months.** Getting people back to work is not only important to the state economically, but also fiscally, as Nevada faces the largest state general fund percentage shortfall in the nation.

- There are a number of potential strategies that might be used by Nevada lawmakers to put people back to work. These include short-term and longer-term alternatives. **Strategies aimed at putting construction and development professionals back to work are particularly attractive because of the sector's share of unemployment and the nexus between infrastructure investment and economic development.**

- **The following "Top 5 Strategies" would support approximately 27,000 person-years of employment (i.e., one full-time job for one year);** in total, the short-run and longer-run strategies outlined in this report would generate an estimated 100,000 person-years of employment.

  - Create the Nevada Job Bonds Support Fund, a Stable, Dedicated Revenue Source for Capital Projects | (11,495 jobs)

  - Require State and Local Governments to Dedicate Annual Appropriations/Authorizations Sufficient to Properly Maintain Core Infrastructure Assets | (3,823 jobs)

  - Eliminate Tax Rate Sunsets Dedicated to Capital Projects and Otherwise Increase Financing Flexibility Where Doing So Could Accelerate Essential Infrastructure Projects | (3,077 jobs)

  - Require Local Governments to Provide a Streamlined Permitting Process as well as Permit and Planning Fee Abatements for Reuse or Improvement of Underutilized Real Property Assets | (3,483 jobs)

  - Index the Motor Vehicle Fuel Tax Imposed on the Sale of Motor Vehicle Fuels Statewide, Directing Additional Funds to Local Transportation Infrastructure Programs | (5,192 jobs)

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Building Jobs Coalition

This white paper is designed to accomplish two tasks. The first is to outline the magnitude of the current economic downturn and illustrate how significantly it has affected Nevada's construction, design and development trades. The second is to identify a number of potential strategies aimed at getting out-of-work Nevadans back on the job. This report does not offer, nor is it intended to provide, a comprehensive solution to Nevada's economic challenges. Rather, it provides a compilation of potential strategies that Nevada legislators may want to consider during the upcoming legislative session.

The strategies provided on the pages that follow are broken down into two segments: (1) immediate, infrastructure-related strategies; and (2) other longer-run job creation strategies. In total, these strategies represent the creation of approximately 100,000 Nevada jobs. The Building Jobs Coalition's focus is on putting out-of-work Nevadan's back to work as quickly as possible. Being that construction, design and development workers account for roughly 1 in 3 unemployed Nevada jobseekers; infrastructure and related undertakings leave the state without the assets essential to growing the economy; and Nevada's state and local governments have immediate infrastructure needs, the near-term solutions focus more heavily on capital investment-related strategies.

In the sections that follow, we provide an overview of current economic conditions and outline a number of potential job-creation strategies. Estimates are also provided for local employment, wage and salary payments and economic output (or business activity). Importantly, these estimates include a combination of direct, indirect and induced impacts.

- *Direct impacts* include those sourced to the strategy itself, such as construction workers hired to lay the asphalt for a new highway project;
- *Indirect impacts*, in turn, reflect the effects of the construction of that same new highway on local suppliers of goods and services; and
- *Induced impacts* measure the ripple effect of employee spending throughout the local economy in supermarkets, movie theaters, doctor offices, and all other locations where earned income might be spent.

It is well settled in the field of economic analysis that creating jobs in one industry creates measureable benefits other industries within the host community. The objective of this analysis was to capture and reflect the total economic impacts of the strategies provided for the state of Nevada. The chart below illustrates how creating 100 construction jobs in Nevada ripples through the balance of the state's economy and the table summarizes the

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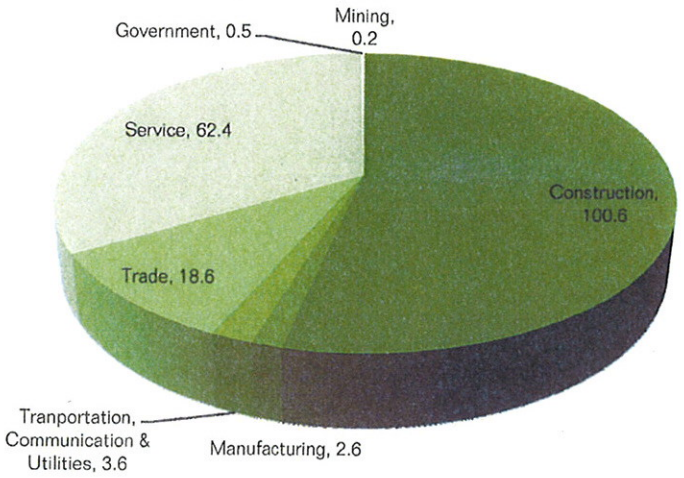
estimated direct, indirect and induced impact of all of the strategies discussed.

The Impact of Creating 100 Construction Industry Jobs
(Direct, Indirect and Induced Employment)



Summary Impacts of Job Creation Strategies
(Direct, Indirect and Induced)

	Part I. Immediate, Infrastructure-Related Strategies	Part II. Other Longer-Run Job Creation Strategies	Total All Strategies Combined
Jobs			
Direct	14,361	41,548	55,909
Indirect	4,940	14,292	19,232
Induced	7,769	22,479	30,248
Total	27,070	78,318	105,388
Wages & Salaries			
Direct	$1,014,199,875	$2,934,286,986	$3,948,486,861
Indirect	$258,272,744	$1,861,877,803	$2,120,150,547
Induced	$317,291,171	$917,988,038	$1,235,279,209
Total	$1,589,763,790	$4,599,510,720	$6,189,274,510
Output			
Direct	$2,097,612,575	$6,068,820,782	$8,166,433,357
Indirect	$643,534,952	$1,861,877,803	$2,505,412,755
Induced	$928,669,723	$2,686,830,819	$3,615,500,542
Total	$3,669,817,250	$10,617,529,404	$14,287,346,654

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Nevada's Current Economic Condition

Nevada's economy has been ravaged by the economic recession that began in December 2007. The economic downturn has required private sector employers to cut 179,400 jobs, and, at the same time, reduce hours, wages and benefits for their remaining employees. There is no precedent for these impacts in Nevada's modern history.

When the recession officially began, Nevada's unemployment rate was 5.3 percent. Since, it has risen to a record-high of 14.4 percent (September 2010) and presently stands at 14.3 percent (November 2010) - the highest rate in the nation. During that same period, private sector employment has fallen from 1,137,100 to 957,700 or a 15.8-percent reduction. Stated otherwise, roughly 1 in every 6 private sector workers have been displaced since the recession began.

For those continuing to work, pay rates and hours on the job have also been reduced. In December 2007, the average private sector worker was working approximately 37.0 hours per week. As of October 2010, this figure has fallen to 34.2 hours per week, a reduction of nearly 8 percent. This translates into 9.3 million fewer hours on the job for local workers per week and nearly 466 million fewer hours per year. The result is an effective "underemployment rate" of 22.3 percent for Nevada.

The U.S. Bureau of Economic Analysis reported total, private sector earnings of $51.8 billion in the fourth quarter of 2007 for the state of Nevada. In the second quarter of 2010, this figure has fallen to $41.0 billion. This translates into a loss in private worker wages and salaries of $10.8 billion, or 20.9 percent. This reduction in private sector earnings is not only a function of fewer employees working; the average private sector employee is also earning significantly less than they did when the recession began. In the fourth quarter of 2007, the average employee reported weekly earnings of $860 per week, or an average annual salary of $44,720 per year. As of second quarter, this figure had fallen by 11.4 percent or $762 per week and $39,624 per year.

At present, there are 181,600 people actively looking for a job in Nevada, the highest number in state history. It does not appear that getting these people back to work will be either quick or easy. Although the nation's economy is showing signs of improvement, the tell tale signs of the economic turnaround – employment growth, new investment, productivity growth, value stabilization and improved consumer sentiment – remain less visible locally. Moreover, the state's two largest industries, tourism and construction, remain depressed. Nevada's largest hotels and casinos reported a combined loss of $6.5 billion in 2009, and significant supply overages in nearly every segment of Nevada's real estate market has all but halted residential and commercial construction alike.

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PART I. IMMEDIATE, INFRASTRUCTURE-RELATED STRATEGIES

This section includes a number of strategies which the Coalition believes the Nevada State Legislature could enact during the 2011 Regular Session that would immediately create incremental job growth. They include:

1. *Create the Nevada Job Bonds Support Fund, a Stable, Dedicated Revenue Source for Capital Projects*
2. *Require State and Local Governments to Dedicate Annual Appropriations/Authorizations Sufficient to Properly Maintain Core Infrastructure Assets*
3. *Eliminate Tax Rate Sunsets Dedicated to Capital Projects and Otherwise Increase Financing Flexibility Where Doing so Could Accelerate Essential Infrastructure Projects*
4. *Require Local Governments to Provide a Streamlined Permitting Process as well as Permit and Planning Fee Abatements for Reuse or Improvement of Underutilized Real Property Assets*
5. *Index the Motor Vehicle Fuel Tax Imposed on the Sale of Motor Vehicle Fuels Statewide, Directing Additional Funds to Local Transportation Infrastructure Programs*

1] Create the Nevada Job Bonds Support Fund, a Stable, Dedicated Revenue Source for Capital Projects

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
11,495	$675,053,384	$1,558,296,000

Providing for public infrastructure is a fundamental obligation of government. Without roads, bridges, buildings, and other public facilities, businesses could not conduct commerce and individuals could not participate in their government or avail themselves of necessary services. Infrastructure is a necessity, not a luxury, and its construction and replacement should not depend on realization of unpredictable surpluses or inordinate amounts of borrowing.

The state of Nevada's present system of financing infrastructure is somewhat dysfunctional. The funding process for non-highway infrastructure consists primarily of estimating how much more debt the state issue within a 17-cent property tax rate, then cutting off the project priority list at the point the capacity for new debt is exceeded. With little debt capacity left due to declines in property values, state funding for non-highway infrastructure dropped from $217 million in 2001 to $158 million in 2009, and there is every possibility this will fall farther as property values are now less than projected in 2009.

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Diverting money from local governments to the state is not the cure for this condition. In 2007, the state rejected a new revenue proposal for infrastructure, and instead took money from local governments and the Las Vegas Convention and Visitors Authority to build only a portion of the state highway projects recommended by the Blue Ribbon Task Force. In 2009, the state drained its own capital improvement accounts and took yet more local money to avoid state layoffs. The balance in public policy has clearly shifted away from essential long-term infrastructure investment in favor of funding short-term operational decisions. Now, neither the state nor local governments have the infrastructure financing they need to offset even the annual wear and tear on existing infrastructure much less the projects in the development pipeline.

There is merit in considering a dedicated source of financing for infrastructure. This could take any number of forms. Perhaps the most direct solution would be to redirect capital project funds such as the property tax diverted from local governments in 2009 to dedicated capital program funds that cannot be diverted for state or local operations. To these funds the state may want to consider adding legislatively authorized transfers of excess petroleum cleanup funds, department of motor vehicles fees and other underutilized revenue streams. Beyond the restoration and or redirection existing revenue sources, new levies such as a ¼ of 1 percent sales tax, a $0.10-property tax levy, or an infrastructure surcharge imposed on all licensed vehicles could also generate the needed revenue. Although the form is ultimately important, having a secure stream of revenue that ensures the state's capital projects can be maintained is the critical outcome.

These funds would be dedicated to a new state fund, the *Nevada Job Bonds Support Fund*. Assuming roughly $100 million in annual proceeds, if bonded for 20 years at current interest rates, would enable issuance of more than $1.0 billion for needed projects, or could be used on a pay-as–you-go basis to help close the gap on a deferred basis, or could be used on a combination basis for necessary improvements.

To further leverage the amount available and ensure the money is targeted for high priority areas, matching funds could be required from communities benefitting from the projects; and, where applicable, from school districts and higher education. If state projects are funded not at local request, the state general fund could also be required to provide the same match requirement as local governments or individual agencies. Criteria could be established based on project impact including but not limited to health and safety, critical environmental compliance, or other issues which, if not resolved, could lead to decline in the well being of the public.

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2] Require State and Local Governments to Dedicate Annual Appropriations/Authorizations Sufficient to Properly Maintain Core Infrastructure Assets

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
3,823	$224,528,248	$518,301,928

Only in recent years has government begun to account for depreciation of assets in its financial statements, and it is becoming clear that the state and local governments are not keeping up with major maintenance of core infrastructure. Regardless of the idea that depreciation is a non-cash expense and not always representative of the cost of actual maintenance required during the period, it is fiscally unsound to construct physical projects without specific plans to fund their upkeep and/or eventual replacement. Highlighting this issue in the current biennium based on a cursory review of financial statements reveals the following examples.

In 2009 alone, the State and the Nevada System of Higher Education together incurred $180 million in depreciation of assets, of which $76 million was in buildings. Yet the 2009 Legislature only provided $43 million in capital projects for major maintenance. At this pace, the state has fallen behind $109 million in deterioration of its buildings this biennium.

In a second example, the City of Henderson incurs depreciation on its streets and roads at a rate of $107 million every two years, yet its planned expenditure for replacement is only $57 for this biennium, a shortfall of $50 million. The City's planned expenditures for water projects is also $10 million short of depreciation for the same period.

Clark County attempts to fund as much of its major maintenance from its general fund as possible, but its revenues have dwindled. Over the next two years, the County's capital plan allocates only $76 million to cover an estimated $132 million in depreciation for its governmental operations alone, a shortfall of $56 million, not including streets, roads, University Medical Center, McCarran International Airport, the Las Vegas Valley Water District and Clark County Water Reclamation District.

City of North Las Vegas financial statements reflect depreciation of $5 million per year, or $10 million over two years, in buildings and improvements to land for governmental purposes, yet their capital plan allocates no general funds to any building renovation. The only money dedicated to municipal projects is allocated to a new city hall, which arguably, represents replacement of an asset declining in usefulness. Nevertheless, North Las Vegas, like other governments, does not have a capital replacement plan which keeps up with depreciation over time.

The above examples alone total $235 million over the current two-year biennium. While accounting methods and estimates may be debated, the

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fact that the largest government entities in Nevada appear to consistently underfund major maintenance is a significant issue and a disservice to taxpayers. We should not consider expanding public services or enhancing revenues without first assuring that the assets put in place for the public good are kept in serviceable condition without undue reliance on debt or robbing Peter to pay Paul.

This strategy could be effectuated by amending NRS 341 and NRS 353 to require the State Public Works Board and the Governor to submit with the Executive Budget a depreciation schedule for all existing state facilities, a list of projects recommended in the budget for the refurbishment and replacement of such facilities, and an analysis demonstrating that the projects recommended are substantially sufficient to maintain state facilities in a serviceable condition on a continuing basis for the forthcoming biennium and in the future. Also, amend NRS 354.5947 and related statues to add the same requirement for local government capital project plans. As a framework for this analysis, the state may want to build from its existing "Facility Conditions Needs Index," which basically identifies the conditions of state-owned facilities (http://spwb.state.nv.us/FCA_Library.asp).[1]

3] Eliminate Tax Rate Sunsets Dedicated to Capital Projects and Otherwise Increase Financing Flexibility Where Doing So Could Accelerate Essential Infrastructure Projects

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
3,077	$180,721,002	$417,177,103

One example of this type of opportunity relates to the ¼ of 1 percent tax dedicated to water and waste water programs in southern Nevada. NRS 377B.100 currently requires the ordinance imposing this tax to provide for the cessation of the tax when the total sum collected exceeds $2.3 billion, or on June 30, 2025, whichever is later. The combination of the prolonged decline in taxable sales and the long-term needs for water and wastewater capital investment has rendered the original projections for this financing program obsolete. Consideration should be given to repealing the sunsets for both the dollar amount and the time frame. This strategy could be immediately effectuated by amending NRS 377B to remove the sunset on ¼ cent water and wastewater infrastructure tax in Clark County.

Along these same lines, there may be instances where changing legislatively imposed requirements relating to bonding may benefit from increased flexibility. For instance, bonds for capital projects are generally limited to terms of less than 30 years. However, in a limited number of cases, such as projects which generate user fees or for which the useful life of the asset extends beyond 30 years, there may be instances where longer financing terms may be useful to accelerating the timeline of a needed capital project.

[1] http://spwb.state.nv.us/FCA_Library.asp.

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Lifting the statutory restriction in favor of a case-by-case assessment of the most appropriate term for each project may free up additional capacity in the near term. The interest tradeoff may be material, but the increased flexibility may prove useful and could have a material impact on job creation and/or preserving existing jobs. In assessing the potential for longer-term financing, the benefits of additional leverage should be carefully analyzed against any additional interest cost which may be incurred; and, use of such mechanisms as capital appreciation bonds or refunding of existing bonds should be undertaken only if justified by economic and fiscal benefits. Notably, amending NRS 408.273 to permit bond maturities up to 30 years for state highway bonds (not contingent on Nevada receiving federal highway funds) may be a meaningful first step. Currently, maturities are limited to 20 years.

4] Require Local Governments to Provide a Streamlined Permitting Process and Permit and Planning Fee Abatements for Reuse or Improvement of Underutilized Real Property Assets

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
3,483	$204,561,671	$472,211,000

Planning hurdles create a formidable obstacle for construction, development and design industries. At times, developers may have an opportunity to convert a vacant or underutilized property to a higher or better use, but they cannot because antiquated regulations do not permit the conversion, or obtaining the desired use permits is such a long and costly process that it makes the project impracticable or infeasible. One potential strategy would be to mandate an accelerated process and to abate permitting and planning fees where a project meets a set of established criteria such as: (1) puts underutilized property to a higher and better use; (2) the project would be completed in less than 12 months; and (3) the project would create more than 50 net new Nevada jobs.

5] Index the Motor Vehicle Fuel Tax Imposed on the Sale of Motor Vehicle Fuels Statewide, Directing Additional Funds to Local Transportation Infrastructure Programs

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
5,192	$304,899,484	$703,831,219

Presently, all fuel taxes, except those in Washoe County are flat amounts per gallon, effectively restricting growth in revenue to growth in number of gallons sold, a manner of taxation unresponsive to increases in vehicle fuel economy and the cost of construction.

In Washoe County, voters approved and the Legislature authorized per-gallon fuel taxes collected be indexed for inflation. The current index is the lesser of 7.8 percent or the Producer Price Index for Highway Construction. As a result, the Washoe County Regional Transportation Commissions benefits from an additional 9.08 cents per gallon to maintain and enhance roads.

To illustrate the impacts of this strategy, if motor vehicle fuel taxes were similarly indexed in southern Nevada, roughly $400 million in additional bonding capacity could be created for critical transportation infrastructure enhancements during the next three years and upwards of $1.8 billion through 2020. Significantly higher yields are generated when diesel and other fuels indexed and added to the equation.

The mechanism has proven beneficial in Washoe County and should be considered, where possible, in the balance of the state. This strategy could be effectuated by amending NRS 373.066, and would be expected to have immediate effects on local employment levels.

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PART II. OTHER LONGER-RUN JOB CREATION STRATEGIES

This section includes a number of longer-run economic development strategies aimed at increasing Nevada's competitiveness and creating jobs throughout the state.

Require a "Yellow Pages" Test for All State and Local Government Development, Design and Construction Projects

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
3,483	$204,561,671	$472,211,000

Many local governments and state agencies have internal design and development groups. Additionally, certain state and local maintenance crews have developed at least some construction capabilities. Utilization of these groups may or may not provide the best value, highest quality or lowest cost for these services nor is the use of internal workforces uniformly in the best interest of the public at large. The recommended policy is to utilize competitive private sector service providers for these services, whenever possible, with government maintaining a project administration, management and oversight role.

This strategy would require that state agencies, local governments, special districts and joint powers authorities solicit proposals from the private sector for design, development and/or construction-related projects, and then determine the best source for procuring these services in accordance with the public interest, efficiency to the taxpayer and greatest value for the project.

In the case of services and/or products not governed by NRS 625.530, a cost and value comparison analysis could easily be made using internal cost analyses, including indirect and overhead costs, compared to the cost of outsourcing the services. Further, the results of such cost comparison and recommended decision on sourcing for the subject procurement could then be appropriately made at a public meeting. Where the cost to outsource the project is lower than the inclusive internal cost, the agency, municipality or district could be required to either outsource the project or provide substantive rational judgment for the use of the higher cost provider.

In the case of procuring professional design services, procurement policy for state agencies, local government, special districts and joint powers authorities, the objective should be to utilize local, Nevada-based firms whenever possible and feasible. The internalization of professional design services, specifically engineering, inspection and surveying services, may also be limited to those projects and services for which the private sector lacks expertise, experience or capacity. In the case of procuring professional design services addressed in NRS 625.530; state, local and special districts, and joint powers authorities, should consider following a qualification-based

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selection process, as prescribed in NRS 625.530, providing at least a 10-percent preference for local, Nevada-based professional firms. Furthermore, any new projects funded, in whole or in part, by the adoption of new funding sources in the 2011 legislative session that require the services of a person licensed pursuant to NRS Chapter 625 for the performance of any engineering or land survey services should consider licensees employed in the private sector.

Streamline and Consolidate Workforce Development and Economic Development Functions Statewide

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

Economic development in Nevada today is as much about retaining businesses currently operating in the state as it is attracting new businesses to the state. Both require improvements in the depth of the current labor pool, a means to provide a consistent message, and a cooperative effort with state and local stakeholders in the public and private sectors. Moreover, workforce development programs receive significant support in the way of federal grants, which could be more effectively leveraged in a broader economic development context.

Prohibit Interest Earnings in Capital-related Enterprise Funds from Being Transferred to the Operating Accounts of Local Governments

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

At present, interest earning within enterprise funds for water, sewer and other capital-related local government programs can, and often are, transferred out of those enterprise funds at the end of each year and into the operating accounts of local governments. This not only takes money away from those capital construction accounts, but it violates the spirit of why an enterprise fund is created in the first place and results in higher fees and charges for enterprise services. This practice should be eliminated.

Create a User-based Funding Mechanism to Support the Construction of Transmission Lines so Power can be Transferred From Where it is Harvested to Where it Can Be Used

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
24,382	$1,431,931,872	$3,305,477,404

Nevada cannot exploit its competitive advantages relative to renewable

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energy without having the ability to move energy from where it can be harvested to where it can be used. The estimated cost to build out an integrated and comprehensive power transmission system in Nevada is $2.1 billion. At this cost, near-term development is prohibitive. This strategy would impose a fractional charge escalating to an estimated 0.6 cents per megawatt hour by 2016 on all power users, which, when applied to the 35.1 billion kWh generated in Nevada generates roughly $225 million per year. These funds would be used to repay a revenue bond issued to fund the construction of the transmission infrastructure master plan over a 28-year period. Once the bond was fully repaid, money generated from the surcharge could be used to "buy down" the cost of energy for Nevada residents and businesses.

Create Industrial Hubs with Development and Transmission of Clean Energy, Transportation, and Communication Capabilities

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
14,562	$855,217,247	$1,974,187,000

Nevada's combination of open spaces and access to highways and rail transportation offers opportunities for the creation and transmission of clean energy as well as for other industries. In northern Nevada, a site is already under development that is in close proximity to geothermal power, rail transportation, Interstate 80, Highway 95, and Highway 50. Geothermal power will complement the availability of other utilities and provide cost savings to industries locating at the site. Entitlements and permitting processes are well underway, with construction scheduled for 2011. The potential for similar development in southern Nevada is immense. For example, the Interstate 15/Highway 93 corridor includes significant open space and rail capacity, a gas pipeline, utility corridors, and opportunities for partnerships for delivery of water and wastewater services. Development of solar energy is already contemplated. Other energy technologies, including gasification of waste, could not only be developed at such industrial hubs, but could power them and offer opportunities to augment existing power sources on the grid.

Require the State of Nevada to Produce and Publish a Rolling Five-Year Capital Improvement Plan in the Same Manner as Now Required for Local Governments in NRS 354.5945

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

Currently, the Executive Budget presents only a two-year capital projects plan, now funded largely with increased debt. Funding for this plan generally relies on the projected capacity of the state to sell additional bonds based on

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past increases in property values and retirement of old debt. The combination of declining property values and short-term thinking in the state's capital projects planning now leaves Nevada with virtually no capital funding structure and no long-term plan, despite the continuing need to serve the public.

Requiring presentation and Legislative approval of a documented five-year capital plan, including description of projects and proposed funding sources for each, would encourage deliberation of capital projects and funding beyond the next biennium, and would guide the preparation of each budget in a more rational manner. The rolling five-year capital plan would be subject to update and amendment during each legislative session, and the first two years of each such plan should reconcile to the actual funding appropriated and authorized by that session of the Legislature. Funding for years beyond the first two may be estimated, may be described as undetermined, or a combination of both. Objections to this proposal may arise in that no Legislature can dictate the actions of a subsequent Legislature, and that that the state budget covers only two years, not five. However, local government five-year plans already extend beyond both the budget and election cycles; and experience at the local level demonstrates such concerns are without merit.

Require Local Governments to Include a Schedule in Their Annual Capital Improvement Programs that Shows the Funding Status for All Projects Under-Construction or Planned for Development in the Prior Year

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

Local governments are currently required to file rolling five-year capital plans, and most local plans are in full compliance with the relevant statutes. Nevertheless these plans could be enhanced by requiring all entities to provide all the information that some already include. This strategy could be effectuated by amending NRS 354.5945 to require the listing for each capital project to include its original cost estimate in addition to its current cost estimate and any remarks as to significant differences such as change in project scope, bids received, etc., as well as the cumulative amount disbursed in years prior to the years covered in the five-year plan. In addition, local entities should include projects and estimated costs that are deemed by the governing board to be necessary or likely to be necessary, but for which a source of funding is not yet known.

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Prohibit the Use of any Dedicated Capital Dollars for the On-Going Operations of State and Local Governments and Keep Outside the Reach of Collective Bargaining Agreements

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
1,544	$90,701,624	$209,376,000

Budgeting for capital infrastructure is an integral part of prudent public policy. Without infrastructure, services cannot be effectively and efficiently provided. The State of Nevada as a whole has drifted into the disastrous habit of raiding state and local capital funds in order to meet state operating expenses including payroll. The state has collapsed its own capital program to maintain operating costs, and is relying increasingly on diversion of local capital dollars. The Clark County School District has lost $45 million in school capital, the Southern Nevada Clean Water Coalition is in court over $62 million for water infrastructure, and Clark and Washoe Counties have lost $60 million in road money this biennium alone. Combined with curtailment of capital investment at the local level, this trend has, with few exceptions, virtually ceased construction of public projects – projects which put people to work and provide the public with needed infrastructure.

This strategy could be effectuated by amending NRS 354 to (1) declare money in the capital projects fund is not available for any other purpose, and may not be used to settle or arbitrate contracts negotiated under NRS 288 or disputes related thereto. And (2) prohibit local governing boards from transferring money, regardless of its source, from the capital projects fund to any other fund.

Identify and Consistent and Stable Funding Source for Economic Development and Consider Setting Aside a Percentage of State General Fund Reversions to Fund Economic Development Activities

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
10,074	$591,629,516	$1,365,720,000

An essential element of Nevada's economic recovery is the ability to attract new businesses and retain existing employers. At roughly $5 million per year, this effort is underfunded relative to the needs of the state and in comparison to other states. A stable and consistent funding source in support of a community-based, cohesive economic development and diversification plan would be significantly improve Nevada's overall positioning and competitiveness. In addition many states have closing funds, or dedicated dollars available to help bring new businesses or industries to the state. This strategy contemplates dedicating 50 percent of general fund reversions in each year to economic development programs. This allocation would be capped at $20 million, and the available money would be restricted to one-time outreach, marketing, infrastructure or training investments.

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Importantly, it should not be used for wages, salaries, or benefit payments for economic development employees those are recurring expenditures and should have a recurring source of funds.

Restructure State Economic Incentives

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

Incentives are an important tool for Nevada's regional economic development agencies; however, they may not always mirror the state's current needs. For example, the state may want to consider changing its economic development abatement and incentive program to focus more on existing employee training and retraining rather than reduced tax payments to new and expanding businesses, at least in the short run (i.e., next 5 to 7 years). Additionally, the state may want to develop a tiered economic development program rewarding the most desirable companies (e.g., those employing more people of providing higher paying jobs) with more aggressive incentive packages. The incentives can and should be flexible enough to allow them the change over time and target a desired impact.

Create an Economic Incentive Program for Businesses that Work to Attract Their Suppliers to Nevada

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
9,579	$562,544,487	$1,298,580,000

Economic development is not only about attracting new types of industries to the state, but it is also about making existing Nevada businesses more efficient. One way to do this is to evaluate what services and supplies are being purchased by Nevada businesses from outside the state. Nevada should review and analyze the out-of-state purchases made by the state's largest employers, actively solicit those businesses to relocate or expand into Nevada and give those existing Nevada businesses that are successful in helping to attract their suppliers into the state a payroll tax break equal to the amount of the new payroll tax being paid by the relocating business for a period of five years.

Research-to-Results Program: Make 20 Percent of University System Funding Competitive Based on Economic Development Outcomes

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
1,376	$80,822,937	$186,572,000

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Currently, higher education funding is essentially driven from a base of current expenditures, plus enhancements, minus cuts, or both. Periodically, proposals are brought forth and justified to some degree by the prospect of economic or workforce development. However such justification is the exception rather than the rule.

A procedure could be adopted by which all or a portion of Nevada System of Higher Education (NSHE) funding could be predicated on economic development impact. This could be accomplished by automatic reduction of the current level of NSHE funding by at least 20 percent, and requiring NSHE and the Legislature to determine the priority of programs restored based on economic impact. The challenge arises from the question of which 20 percent is reduced or made subject to such justification. If it is the 20 percent that can be demonstrated to have positive impact, restoration is easily justified. An alternative would be to make all programs of NSHE subject to justification according to economic impact.

Create a Job Corps for People Receiving Unemployment Insurance Benefits Longer than 20 Weeks

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

At present, there are statutory limitations relating to what can be asked of out-of-work persons collecting unemployment insurance payments in terms of community service and/or mandatory job training/retaining programs. Wherever possible, these laws should be changed to encourage contributions and self-help mitigation efforts by those collecting these payments from the state.

Modify the Millennium Scholarship Program to Offset Tuition Costs for Students Concentrating In Science, Technology, Engineering and Mathematics Programs Who Remain in Nevada for at Least Five Years after Graduation

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

Economic development is going to come from innovation; innovation is going to come from occupations requiring skills in math, science, engineering, and technology. The Millennium Scholarship Program should be modified to provide a greater incentive to students pursuing careers in innovation sectors of the economy and who plan on staying in Nevada.

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Consider the Creation of a Private Equity Program, which Invests Selected State Funds in Qualifying Private Equity and Venture Capital Firms, that Then Invest in the State's Innovative Companies (Similar to Program in New Mexico)

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
7,018	$412,140,578	$951,387,000

Partly due to the presence of federal research labs, research and development (R&D) activities account for more of the New Mexico economy than any other state and the state houses a high concentration of STEM (science, technology, engineering and math) jobs to support this activity. In order to better capitalize on these activities, New Mexico's legislature passed a Research Applications Act to establish a research center to more readily move technologies developed at the state's federal labs into the marketplace. The New Mexico Private Equity Program invests the state's severance tax permanent fund in qualifying private equity and venture capital firms, who then invest in New Mexico's innovative companies. The state investment requires a private match to the state allocation, allowing New Mexico to leverage its resources while providing private capital access to innovative local firms. With the support of the New Mexico Private Equity Investment Program, more than $350 million in capital has been committed to 22 funds that directly benefit New Mexico businesses, typically in the technology sector in the Albuquerque area. Nevada may be able to do something similar with one or more of its funds.

Take Steps to Mitigate the Impacts of Unnecessary Construction Defect Litigation Claims

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

Spurious construction defect claims continue to be an issue for Nevada, unnecessarily constraining the development of multi-family housing in both Clark and Washoe County and creating unfavorable situations for homeowners drawn into class-action law suits that all too often result in little more than labeling their homes "defective." Many contractors are reporting that even though the strongest demand for housing in smaller attached product types, they cannot build them because insurance is unavailable or makes the project infeasible and it is a near certainty that they and most of their subcontractors will be sued after the project is completed. As the economy recovers, this trend is likely to limit not only the number of potential development projects but also access to entry-level housing for some segments of the state's population.

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Create an *iHub* System, Leveraging Assets Such as Research Parks, Technology Incubators, Universities, and Federal Laboratories to Provide an Innovation Platform for Startup Companies, Economic Development Organizations, Business Groups, And Venture Capitalists (Similar to the Program in California)

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

The *iHub* initiative, now in its second round, is intended to modernize California's national and global competitiveness by stimulating partnerships, economic development, and job creation around specific research clusters through state-designated iHubs. The California iHub Initiative is designed to promote collaboration, create employment opportunities, shorten the commercialization process and attract funding for technology. The "i" in iHub represents the words innovation, inspiration, invention, ingenuity, and investment. iHubs are operated by local collaboratives comprised of government entities, universities, businesses, venture capitalist networks and economic development organizations. Specifically they target young, innovative companies that have been in business for less than eight years in a technology cluster identified by the local consortium. They are anchored by at least one major university or research center/institution, at least one economic development corporation and typically contain assets such as research parks, technology incubators, universities, community colleges, business accelerators and federal laboratories. Certified iHubs are supported by a UC Institute for Science and Innovation. Nevada may be able to do something similar, particularly along the lines of making university assets available to qualifying companies.

Create Aggressive Tax Credits for Start-Up Companies in Research and Development (Similar to Utah's Centers of Excellence Program)

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
5,000	$294,954,857	$680,875,000

In order to better facilitate technology transfer from the state's universities to the private sector, Utah has implemented a system of licensee grants through its Centers of Excellence program. Since 2007, private sector businesses, including startups, have received grants from the state to aid them in bringing technology developed at the state's universities to market, creating new products, companies, and spurring job creation in the technology sector. The state has rolled out aggressive tax credits focusing on reducing risk for investments in research and start-up companies. The Centers of Excellence Program is a state-funded grant program developed by the Utah Legislature in 1986 to help accelerate the process of taking university-developed cutting-edge technologies to market, thereby driving economic development and creating jobs for the state's residents. Historically, the COE statute only permitted grants to Utah universities,

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however, in 2007 the Legislature passed and the Governor signed into law, changes to the COE statute that now permits grants to companies who license technology developed at Utah's colleges and universities, including startups as well as existing companies who plan to create a new product or product line from the licensed technology.

Create a Nevada Modified Business Tax Credit of Up to 10 Percent of Total Liability for Any Nevada Business that Invests in a Small Business Involved in Research and Development Within Nevada

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
1,277	$75,005,932	$173,144,000

Nevada lacks venture capital. This strategy is designed to create an incentive for private industries to invest in new ventures. While it would reduce the state's total tax receipts, this strategy is expected to be more than offset by the reduced unemployment and increase tax payments by new businesses.

Establish a Nevada World Trade Center at UNLV or UNR and a State International Trade and Diplomacy Office Designed to Focus on Connecting Nevada Industries to International Markets; Create an Aggressive Tax Incentive for Businesses Exporting Goods and Services to Emerging Markets Such as China and India

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

Growth in US domestic product is expected to be 2 to 3 percent annually. Growth in emerging markets like China, India, and Brazil are expected to average 9 percent or higher. Helping Nevada businesses access these markets will be critical to their long-run competitiveness.

Promote, Develop and Retain Special Events

JOBS	WAGES & SALARIES	ECONOMIC ACTIVITY
N/A	N/A	N/A

Special events have become increasingly important to southern Nevada's economy during the past decade, with event such as the National Finals Rodeo, NASCAR races, and the Ultimate Fighting Championship (UFC) bouts bolstering visitor traffic and spending. Retaining these events will be extremely important to Nevada's continued economic recovery and developing new events and key ingredient of future economic development.

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There has even been some discussion of actively seeking to site the Winter Olympic Games in northern Nevada. While some have suggest this is a "long shot," the value of these activities and their synergies with the existing economy are significant; the state would be well severed to thoroughly evaluate such opportunities.

Project Approach and Limitations

This white paper is a working draft of job creation strategies. It is not offered as, nor intended to be, a comprehensive solution to Nevada's current economic or fiscal challenges. Rather, it is a compilation of ideas and concepts developed through research, discussions with legislators in and out of Nevada, and input from industry leaders. Some strategies may be mutually exclusive; others may be proven impractical for one reason or another. That said, the ultimate objective of this exercise is to refine this document over time such that vetted, actionable strategies that can be delivered to the Nevada State Legislature in advance of convening its 2011 Regular Session.

Preparation of this written summary was completed on December 15, 2010. Generally speaking, the data referred to herein are as of November 2010, the most recent data available at the time this report was drafted.

Included in this report is an overview and analysis of the potential economic and fiscal impacts associated with an alternative economic development and job creation strategies. Data used in this analysis were obtained from state, local and federal government agencies and other third-parties providers. While we have no reason to doubt the accuracy of the information referenced herein, we have neither audited these data nor performed thorough review and assurance procedures, and as such, we make no representations or assurances as to their completeness or usefulness for all purposes.

The analysis includes estimates of economic impacts where appropriate. Economic benefits resulting from deploying potential capital public infrastructure programs, economic development initiatives and other related activities. This primarily includes one-time economic impacts during the construction phase of those investments, although some would be expected to have recurring economic benefits.

There is often confusion about the term economic impacts. For the purposes of this report, economic impacts refer to jobs, wages and salaries and business activity (or output) generated throughout the state of Nevada as a result of potential development activity. To identify and model the interrelationships in the economy, IMPLAN (Impact Analysis for Planning) software and databases were used. IMPLAN is an input-output model (or

econometric system). It utilizes complex economic equations to explain how the "outputs" of one industry become the "inputs" of others, and vice versa. This relationship is sometimes referred to as the "multiplier effect," illustrating how changes in one sector of the economy can affect other sectors.

The notion of multipliers rests upon the difference between an "initial effect" and the "total effects" of that change or stimulus. Generally speaking, these effects are segmented into direct impacts, indirect impacts and induced impacts. Each is described below.

Direct impacts measure the effects of the specific impacting force being considered. In this case, for example, construction or engineering jobs generated by the state or local governments would be considered direct jobs and the wages and salaries they are paid are considered direct personal income.

Indirect impacts consider how other businesses respond to the impacting condition. Employees of construction material suppliers, for example, are considered indirect employees to the extent their jobs are dependent, in full or in part, on the suppliers' income generated by the project-related purchases.

Induced impacts measure the effects of increased (or decreased) consumer expenditures resulting from wage and salary payments sourced to an impacting condition. In the present case, for example, if a new person were to be employed as a result of a state funded construction project, she might be expected to spend a portion of her monthly salary at the supermarket or the local movie theater. Induced effects capture the impacts of this spending as it "ripples" through the local economy.

Total effects are the sum of direct, indirect and induced effects.

Input-output models, as is the case with all econometric models, are not without their limitations. The statistical model used in this analysis, IMPLAN, for example, assumes that capital and labor are used in fixed proportions. This means that for every job created or lost, a fixed change in investment, income and employment results. In reality, developers, consumers and governments respond to stimuli in complex ways, including changing the mix of capital or labor as well as the types and frequencies of investment. Importantly, each impacting force has its own unique characteristics, affecting how consumers and businesses respond to the given change.

Unless stated otherwise, all figures are expressed in constant 2010 dollars.

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City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: FINANCE
DIRECTOR: CANDACE FALDER ☐ **Consent** ☒ **Discussion**

SUBJECT:
RESOLUTIONS:

R-6-2011 - Discussion and possible action regarding a Resolution authorizing the execution and delivery of an Amended and Restated Interlocal Cooperative Agreement by and between the City of Las Vegas Redevelopment Agency (RDA) and the City of Las Vegas, Nevada (the City), a political subdivision of the State of Nevada, concerning the Symphony Park Master Planned Development (formerly Union Park) and the Museum of Organized Crime and Law Enforcement (300 Stewart Avenue) pursuant to which the City's Sanitation Enterprise Fund (SEF) will loan RDA an amount not to exceed $15,500,000 for the purpose of refunding the existing interfund loan from SEF to the Capital Improvements Fund of the City (CPF), and authorizing the execution of the Interlocal Cooperative Agreement by the City and documents related thereto - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 5 (RA-2-2011)]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $15,000,000
Funding Source: RDA Special Revenue Fund
Dept./Division: Finance and Business Services

PURPOSE/BACKGROUND:
Construction of Public Improvements in the RDA area was funded with the proceeds of the existing interfund loan from the SEF of the CPF. The RDA is responsible for making the debt service payments on the interfund loan. It has been determined that the best way to facilitate the repayment of the obligation and place it in the name of the RDA is to make it a revenue pledge obligation of the RDA. The City will loan the RDA not to exceed $15,500,000, including accrued interest and such proceeds will be used to repay the interfund loan. Repayment of the loan to the RDA will be made with legally available funds of the RDA.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-6-2011

RESOLUTION NO. R-6-2011

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE PROPOSED AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND CITY OF LAS VEGAS, NEVADA ("CITY") FOR THE PROJECTS CONCERNING THE SYMPHONY PARK MASTER PLANNED DEVELOPMENT AND THE MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT, AND APPROVING, AND AUTHORIZING THE EXECUTION OF THE AGREEMENT.

WHEREAS, on March 5, 1986, the City of Las Vegas Redevelopment Agency (the "Agency") adopted that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the Redevelopment Plan, the City is authorized to take certain actions for the purpose of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects located within the Redevelopment Area, including, without limitation, furnishing, dedicating, paving, grading and planning of streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake and causing recreational and community facilities or any other works which it is otherwise empowered to undertake, to be furnished adjacent to or in connection with redevelopment projects; and

WHEREAS, the City Council of the City has considered the findings that (1.) the construction of new streets, curbs, gutters and underground utilities (the "SP Public Improvements") in the Symphony Park Master Planned Development; and (2.) causing recreational and community facilities or any other works in connection with the former federal U.S. courthouse to be constructed into a museum ("Museum Improvements") (collectively the "Public Improvements"), are both of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City has considered the findings that no other reasonable means of financing the Public Improvements are available; and

WHEREAS, in 2009, the City approved an interfund loan from its Sanitation Enterprise Fund to its Capital Improvements Fund in the amount of $15,000,000 in order to fund the Public Improvements (the "Interfund Loan"); and

WHEREAS, it was the intent of the City and the Agency that the Agency use available Agency revenues to repay the costs of the Public Improvements through the Interfund Loan; and

WHEREAS, in order to clarify that the Agency is the obligated party for repayment of the Public Improvements financed through the Interfund Loan, the City and the Agency have proposed executing and delivering the Agreement pursuant to which the City will loan $15,472,192 from its Sanitation Enterprise Fund to the Agency (the "RDA Loan"); and

WHEREAS, the Agency will use the proceeds received from the RDA Loan to pay the City's Capital Improvements Fund for the costs of the Public Improvements; and

WHEREAS, the City will use the proceeds received from the Agency to the City's Capital Improvements Fund to repay the Interfund Loan in its entirety; and

WHEREAS, the City Council of the City has considered the proposed form of the Agreement attached hereto as Exhibit A and the undertakings of the Agency in connection therewith; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City hereby finds and determines that the construction of the Public Improvements are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City hereby finds and determines there are no reasonable means of financing the Public Improvements; and

RESOLVED FURTHER, that the City Council of the City hereby consents to the undertakings of the Agency in connection with the Agreement concerning the Public Improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City hereby approves the Agreement in substantially the form attached hereto as Exhibit A and authorizes the appropriate officers of the City to execute the same on behalf of the City.

THE FOREGOING RESOLUTION was passed, adopted and approved this 16th day of February, 2010.

CITY OF LAS VEGAS

By_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC, CITY CLERK

APPROVED AS TO FORM:

J. Pinkerton 2/8/11
Date

411509.1

EXHIBIT "A"
AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT (this "Agreement"), is entered into as of this _____ day of February, 2011, between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY (the "Agency"), a Public Body, in the State of Nevada and CITY OF LAS VEGAS, NEVADA, (the "City") a political subdivision of the State of Nevada:

W I T N E S S E T H:

WHEREAS, the City has entered into an agreement concerning the financing of public improvements within the Symphony Park Master Planned Development; and

WHEREAS, on March 5, 1986, the Agency adopted that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, pursuant to NRS 279.432 and Section III, Subsection H of the City of Las Vegas Redevelopment Plan, the City is authorized to take certain actions for the purpose of aiding and cooperating in the planning, undertaking, construction and operation of redevelopment projects located within the Redevelopment Area, including, without limitation, furnishing, dedicating, paving, grading, and planning streets, roads, roadways, alleys, sidewalks or other places which it is otherwise empowered to undertake; and

WHEREAS, NRS 279.486 provides in effect that: (1) if the value of any land or cost of construction of any building, facility, structure or other improvement, or the installation of any improvement has been or will be paid or provided initially by the City, the Agency may enter into a contract with the City under which it agrees to reimburse the City for all or a part of the value of that land or of the cost of the building, facility, structure, other improvement, or both, by periodic payments over a period of years; and (2) the obligation of the Agency under that contract constitutes an indebtedness of the agency which may be payable out of taxes levied and collected and allocated to the Agency under paragraph 1(b) of subsection 1 of NRS 279.676 or out of any other available money; and

WHEREAS, NRS 279.486 permits the Agency, with the consent of the City Council of the City (the "City Council"), to pay all or a part of the value of land for the cost of the construction of any building, facility, structure or other improvement and the installation of any improvement which is publicly or privately owned within or without the Agency; and;

WHEREAS, NRS 279.468 requires that before the City Council gives its consent as provided in the preceding preamble, the City Council is required to determine that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate

neighborhood in which the redevelopment area is located and no other reasonable means of financing those buildings, facilities, structures or other improvements are available; and

WHEREAS, NRS 277.180(1) provides in part that "Any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform"; and

WHEREAS, the City has constructed new streets, curbs, gutters and underground utilities ("SP Public Improvements") in the Symphony Park Master Planned Development located in downtown Las Vegas, as well as, the Las Vegas Redevelopment Area; and

WHEREAS, the City has acquired the former U.S. federal courthouse and proposes to construct and rehabilitate the courthouse building into a museum ("Museum Pubic Improvements" and collectively with the SP Public Improvements, the "Public Improvements") for the benefit of residents and tourists in the City; and

WHEREAS, the City has previously financed the Public Improvements through an interfund loan from the City's Sanitation Enterprise Fund to the City's Capital Improvements Fund in the principal amount of $15,000,000 (the "Interfund Loan"); and

WHEREAS, pursuant to NRS 279.432(6), the City is authorized to purchase bonds of the Agency; and

WHEREAS, it was the intent of the City and the Agency to use available Agency revenues to repay the costs of the Public Improvements through the Interfund Loan and unpaid interest due on the Interfund Loan; and

WHEREAS, in order to clarify that the Agency is the obligated party for repayment of the costs of the Public Improvements financed through Interfund Loan, the City and the Agency have proposed executing and delivering this Agreement pursuant to which the City will loan $15,472,192 from its Sanitation Enterprise Fund to the Agency (the "RDA Loan"); and

WHEREAS, the Agency will use the proceeds of the RDA Loan to pay the City's Capital Improvements Fund for the costs of the Public Improvements and unpaid interest due on the Interfund Loan; and

WHEREAS, the City will use the moneys received from the Agency pursuant to the preceding paragraph to repay the Interfund Loan in its entirety.

NOW, THEREFORE, in consideration of the mutual covenants of good faith and promises by and among the Parties set forth hereinafter, it is agreed as follows:

1. The Agency and the City acknowledge and agree that construction of the Public Improvements will be funded with the proceeds of the RDA Loan and such proceeds will be used to repay the Interfund Loan in its entirety.

2. On the date hereof, the City will loan the Agency $15,472,192.

3. The obligations of the Agency pursuant to the RDA Loan shall be represented by the a bond in the form attached hereto as Exhibit "A."

4. The Agency's obligation to repay the RDA Loan shall be subordinate to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes or agreements including, but not limited to, the Agency's outstanding "City of Las Vegas Redevelopment Agency Tax Increment Revenue Bonds, Series 2009A" in the original aggregate principal amount of $85,000,000 (such existing and future indebtedness and other financial obligations are herein referred to as the "Superior Lien Obligations").

5. The Agency hereby pledges to the payment of the obligations of this Agreement the non-housing portion of the taxes it receives pursuant to NRS 279.676 (b)(1) after payment of the Superior Lien Obligations. The lien of the pledge made by this Section on the non-housing portion of such taxes is subordinate and junior to the lien of all Superior Lien Obligations of such taxes.

6. This Agreement is for the benefit of the Parties only. No person or entity is intended to ever be a third party beneficiary of this Agreement.

7. If either Party fails to make any payment due hereunder at times specified herein, or either Party fails to abide by the provisions of this Agreement, this Agreement may be enforced by the other Party hereto in a court of competent jurisdiction to enforce the provisions of this Agreement, for damages or to obtain any other remedy that may be available in law or in equity, including specific performance of the provisions of this Agreement. The provisions of this Section are not intended as a limitation on the remedies that may be available in case of breach of this Agreement.

8. No failure or delay on the part of any Party to this Agreement to enforce the provisions hereof shall operate as a waiver thereof, nor shall a single or partial enforcement of any provision hereof preclude any other or further enforcement or exercise of any other right, power or remedy that any party of this Agreement may have.

9. Time is of the essence to this Agreement. Each Party agrees that it shall perform all of its obligations under this Agreement promptly when required.

10. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and their assigns. No assignment of this Agreement or any

11. This Agreement may be modified at any time by the Parties, but only by a written instrument signed by each of the Parties.

12. If any provision of this Agreement is deemed to be invalid or unenforceable, the invalidity or unenforceability shall not affect the remaining provisions of this Agreement that can be given effect without the invalid or unenforceable provision, and the Parties agree to replace the invalid or unenforceable provision with a valid provision which has as nearly as possible the same effect.

13. This Agreement 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.

14. By approving and executing this Agreement, the City has authorized and consented to undertakings of the Agency and finding that these actions are in compliance with and furtherance of the Redevelopment Plan.

15. Any notice or other communication hereunder shall be transmitted to the attention of the Parties at the following addresses:

City of Las Vegas, Nevada
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: City Manager

City of Las Vegas Redevelopment Agency
400 Stewart, 2nd Floor
Las Vegas, Nevada 89101
Attn: Chief Operations Officer

A copy of each notice to the other party shall also be sent to the attention of the City Manager of the City and to the attention of the Chief Operations Officer of the Agency at the above addresses.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date first written above.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

(SEAL)

By _____
Oscar B. Goodman, Chairman

ATTEST:

_____
Beverly Bridges, MMC, Secretary

APPROVED AS TO FORM:

_____
Date:

CITY OF LAS VEGAS, NEVADA

(SEAL)

By _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly Bridges, MMC, City Clerk

APPROVED AS TO FORM:

_____
Date:

EXHIBIT A

Form of Bond

UNITED STATES OF AMERICA
STATE OF NEVADA

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
TAX INCREMENT REVENUE SUBORDINATE LIEN BOND, SERIES 2011

No. 1 **$15,472,192**

Interest Rate **Dated As of**

3.00% **February 17, 2011**

REGISTERED OWNER: CITY OF LAS VEGAS, NEVADA

PRINCIPAL AMOUNT: FIFTEEN MILLION FOUR HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED NINETY TWO DOLLARS

The City of Las Vegas Redevelopment Agency, Las Vegas, Nevada (the "Agency"), for value received hereby promises, solely out of funds available for the purpose as hereinafter set forth, to pay to the registered owner hereof specified above the principal amount specified above. The Bond shall bear interest on the unpaid principal amount hereof from the date of delivery of the Bond at the rate of interest per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months). The principal of and interest on the Bond shall be payable annually on the following dates and in the following amounts:

Date	Interest Amount	Principal Amount
2/17/12	$464,166	$-0-
2/17/13	464,166	-0-
2/17/14	464,166	-0-
2/17/15	464,166	-0-
2/17/16	464,166	-0-
2/17/17	464,166	2,825,319
2/17/18	379,406	2,895,912
2/17/19	292,529	2,982,790
2/17/20	203,045	3,072,273
2/17/21	110,877	3,695,898

Installments of principal and interest on this Bond shall be in lawful money of the United States of America by cash, check, draft or wire transfer. The final payment of principal and interest on this Bond is payable upon presentation and demand.

The principal of this Bond may be prepaid by the Agency in whole or in part on any date at a price equal to the principal amount so prepaid plus accrued interest to the prepayment date.

The principal of and interest on this Bond shall be payable from any non-housing Tax Increment Revenue which the Agency receives pursuant to paragraph 1(b) of subsection 1 of NRS

279.676 or out of any other available moneys of the Agency. The Agency has pledged such tax increment Revenue to the repayment of this Bond. The lien of such pledge is subordinate and junior to all existing and future indebtedness and other financial obligations of the Agency for borrowed money whether evidenced by bonds, notes, or agreements. This Bond shall be treated as a loan, advancement of money or indebtedness for the purposes of NRS 279.676 (1) (b).

It is hereby certified, recited and warranted that all of the requirements of law have been fully complied with by the proper officers of the Agency in the issuance of this Bond.

No recourse shall be had for the payment of the principal and interest of this Bond, against any individual member of the Agency or any officer or other agent of the Agency, past, present, or future, either directly or indirectly through the Agency, or otherwise, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any penalty or otherwise, all such liability, if any, being by the acceptance of this Bond and as a part of the consideration of its issuance specially waived and released.

IN WITNESS WHEREOF, City of Las Vegas Redevelopment Agency, Nevada, has caused this Bond to be executed in its name with the manual signature of the Chairman, to be attested with the manual or facsimile signature of the Agency Secretary, and has caused a manual or facsimile impression of the seal of the Agency to be affixed hereon.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By _____
Chairman

ATTEST:

By: _____
Secretary

[SEAL]

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Mel Velasquez, Term Expiration 2/2/2011 and Maria Dent, Term Expiration 2/2/2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Board is comprised of 9 members filling three-year terms. There is a limit of two full terms and unexpired terms must be filled. Appointees must include at least two members over the age of 60 as well as must represent the following specific categories: 2 members from Senior Organizations; 2 members from Senior Service Providers; 3 Private Citizens; and 2 members from the Nevada State Bar. Both Mr. Velasquez, who serves in the Senior Services Provider category, and Ms. Dent, who serves in the Senior Organization category, were appointed February 2, 2005 and have completed two full terms. Since neither member is eligible for reappointment, a new appointment must be made to fill each respective category.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. The only option is to appoint a new member to represent the Senior Services Provider category and a new member to represent the Senior Organization category.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Memo from Sheri Cane Vogel, Senior Citizens Law Project Administrator
3. Board Interest Forms from Sanje Sedera, Julie Ann Barbagallo, Megan Heryet and Valencia Burch

Senior Citizen Law Project Advisory Board

	Name	Appointment Date	Expiration Date	Recommended By:
1	**Sydelle MacKay** Private Citizen	6 /21/2006 **Reapp: 10/17/2007**	11/1/2013 **10/20/2010**	Mayor
2	**Marguerite Mathis** Member, Senior Organization Effective 4/18/2008	4 /2 /2008 **Reapp: N/A**	4/18/2011	Leisure Services
3	**Judge Douglas E. Smith** Member, Nevada State Bar Effective 7/19/2007	6 /20/2007 **Reapp: 7/7/2010**	7/19/2013	Reese
4	**Charles Bernick** Private Citizen Fills unexpired term of Ben Graham	8 /5 /2009 **Reapp: N/A**	1/5/2012	Reese
5	**Mel Velasquez** Senior Services Provider	2 /2 /2005 **Reapp: 1/9/2008**	2/2/2011	Leisure Services
6	**Kathy McClain** Senior Services Provider	9 /3 /2008 **Reapp: 11/5/2008**	11/18/2011	Leisure Services
7	**Maria Dent** Member, Senior Organization	2 /2 /2005 **Reapp: 1/9/2008**	2/2/2011	Leisure Services
8	**Tracey Itts** Member, Nevada State Bar	8 /2 /2006 **Reapp: 4/1/2009**	4/14/2012	Reese

Name	Appointment Date	Expiration Date	Recommended By:
9 **Albert O'Neal** Private Citizen	6 /21/2006 **Reapp: 6/20/2007**	7/7/2013 **7/7/2010**	Reese

AUTHORITY: Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM: 3 years. Limited to 2 terms

MEMBERS: 9 members (at least 2 over 60 years of age)
- 2 members to be members of senior organizations.
- 2 from senior service providers
- 3 private citizens
- 2 members of the Nevada State Bar

APPOINTED: Appointment by the City Council; Must fill unexpired terms

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIREMENT

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m.
310 South 9th Street, 89101

DEPT. SUPPORT: Sheri Cane Vogel, Project Director, Senior Citizen Law Project

MEMORANDUM

City of Las Vegas
Senior Citizens Law Project

To: Beverly K. Bridges, City Clerk

From: Sheri Cane Vogel, Esq., Project Administrator

Date: February 7, 2011

Re: Senior Citizens Law Project Advisory Board

It is my recommendation that Wendy Kraft, be appointed to fill the impending vacant seat of SCLP Advisory Board Member, Mel Velasquez who served as a senior services provider. Ms. Kraft is a Director of Kraft & Sussman Funeral Services where she assist seniors with their end of life wishes.. She has expressed an interest in serving as an Advisory Board member.

I am also recommending that Jacqueline Ragin, MS, MPH;to fill the vacant seat of Maria Dent who served as our senior organization member. Ms. Ragin is the Associate Program Coordinator of the UNLV Gerontology Program. She also has expressed an interest in serving as an Advisiory Board member.

SCV:dlw

RECEIVED
CITY CLERK

2008 NOV 20 A 10:40

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Sanje Sedera

Home Street Address: ~~1128 Triumph Ct~~ 1413 Strike Jumper Court 9/7/2010

City: Las Vegas **ZIP Code:** ~~89117~~ 89108

Work Street Address: 6585 High Street #211

City: Las Vegas **ZIP Code:** 89113

Employer: First United Mortgage **Occupation:** Sr. Loan officer

Home Phone Number: 702-461-8655 **Work Phone Number:** 702-921-4800

Other Phone Number: _____ **Email Address:** Sedera@aol.com

Please list the boards, commissions, or committees that you are interested in serving on:

1/ Citizen Review Board 4/ Neighborhood partners fun board

2/ Community Development Recommending Board 5/ Senior Citizen Law project Adv. Board

3/ Las Vegas Housing Authority 6/ Senior Citizen Advisory Board

For office use only

CLV Y ✓ N ___

Ward ~~2~~ 1 9/7/2010

Date ~~11/21/08~~

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please refer to the resume.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please refer to the attached letter & resume

Please list any of your relatives or friends that work for the entity in which you would be serving: N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

11-17-2008

Sanje Sedera
1128 Triumph Court
Las Vegas, NV 89117

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

To whom it may concern:

I have been a resident of Las Vegas since 1995 and have been a strong advocate in senior care, equality in education, helping the homeless community and well being of battered children and women. My passion to help them has drawn me to " Shade Tree, Salvation Army and Blind Center". In last ten years I have done my best to help this disadvantage community on regular basis. Few times per month I visit the homeless shelters with hot Pizza and I am known as the "Pizza Man" among the homeless community.

I have organized relief efforts for countries, which have faced with catastrophic natural disasters. I was the chief organizer for relief efforts involving the cyclone Ngris in Burma in 2008 and Tsunami relief efforts involving Sri Lanka in 2004.

I currently serve as the Chairman of the Asian American Democratic Caucus, Vice President of South Asian Chamber of Commerce, Vice President of Summerlin Lions Club and board member of numerous professional and civic organizations.

Professionally I have been a mortgage broker and a real estate broker for over 12 years. I have been partner of a venture capital company and co-own a childcare and pre-school.

I strongly believe I have more to offer to this wonderful city. I would like to serve in any committee that you believe that I could serve best for our community.

I would really appreciate if you could contact me at 702-461-8655 for a brief meeting.

Thank you.

Sanje Sedera

SANJE SEDERA
1128 Triumph Court
Las Vegas, Nevada 89117
Phone (702) 461-8655 Fax (702) 873-2143
Email: sedera@aol.com

WORK HISTORY

Sr. Loan Officer, First United Mortgage Company
6585 High Street, Las Vegas, NV 89113 (October 1st 2008 to Present)

Originate and fund commercial and residential loans, while providing outstanding customer service.

Sr. Loan Officer, Cornerstone Mortgage Company,
7942 W.Sahara Ave. Las Vegas, NV 89117 (March1st, 2001 to October 2008)

Trained Jr. Loan Officers on modern sales techniques. Managed a sales team of 22 loan officers. Originated and funded commercial and residential loans, while providing outstanding customer service.

Broker/ Salesman, Elite Realty
7448 W. Sahara Ave., Las Vegas, NV 89117 (May 2007 to Present)

Preformed commercial and residential real estate transactions while maintaining exceptional customer relations.

Loan Officer, Northern Pacific Mortgage Company (March 1st 1999 to March 1st 2001)

Originated and funded commercial and residential loans. Top loan officer in year 2000.

Loan Officer, Green Tree Financial (March 1st 1998 to March 1st 1999)

Originated residential loans. Top loan officer in year 1998.

President, Little Round Up Pre-School and Day Care (June 1st 2004 to Present)
3700 Vegas Drive, Las Vegas, NV 89108

Manage and operate pre-school and day care facility while adhering to city and county standards. Manage the employee relations to provide better working environment and higher productivity.

EDUCATION AND TRAINING

Bachelor of Arts in Management and CIS– Idaho State University 1994
Associate Degree in CIS – Institute of Technological Studies, Sri Lanka 1991
Real Estate Broker license - Nevada since June 2007
Real Estate Loan Officer License - Nevada since March 1996

AWARDS AND AFFILIATIONS

Vive President- South Asian Chamber of Commerce, Las Vegas, Nevada
Vice President - Summerlin Lions Club, Las Vegas, Nevada
President – Asian American Democratic Caucus, Las Vegas, Nevada
Co- Chair- Nevada Partners for relief – Rebuild Burma, Las Vegas, Nevada
Secretary / Treasurer – Desert Democrats Toast Masters Club
Service Coordinator – Las Vegas Sai Baba Center
Charter President/ Treasurer – Sri Lanka Cricket and Recreation Club
Active Member of United States Tennis Association
Recipient of American Field Service Award to Australia

REFERENCES

Will be provided upon request

RECEIVED
CITY CLERK

2009 NOV 10 A 10:58

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Julie Ann Barbagallo

Home Street Address: 7228 Childers Ave

City: Las Vegas, NV **ZIP Code:** 89178

Work Street Address: 3620 N. Rancho Dr. # 101

City: Las Vegas, NV. **ZIP Code:** 89130

Employer: Commercial West Brokers **Occupation:** Broker / Owner

Home Phone Number: 702-489-27x **Work Phone Number:** 702-289-7007

Other Phone Number: _____ **Email Address:** julie@commercialwestbrokers.com

Please list the boards, commissions, or committees that you are interested in serving on:

Community Development Recommending Board
Downtown Design Review Committee
Senior Citizen Law Protect Advisory Board

For office use only

CLV Y___ N✓

Ward ~~1~~ Clark Cty

Date 11/10/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Practing both Commercial & Residential Broker for 14 years. In depth Knowledge in All Aspects of Commercial & Residential Zoning laws, Construction laws and Building Codes. Attended over 54 real estate abitrations and Zoning issues.

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Commercial West Brokers
3620 N. Rancho Drive
Suite 101
Las Vegas, NV. 89130

RECEIVED
CITY CLERK

2009 NOV 10 A 10:58

City Of Las Vegas
City Hall
Boards & Commissions
400 Stewart Avenue
Las Vegas, NV. 89101

Dear Commissioners,

I would like to submit the following documents for your review. I am interested in applying for any opportunity to sit on the boards listed to help our great city of Las Vegas, continue to grow in a positive direction.
I have been an active licensed Broker in the State of Nevada for over 14 years. My goal is to help put Las Vegas back in a positive position for continued development. I have worked diligently with Developers both Commercial & Residential, to help bring success to unfinished projects around the city.
I have a strong construction background as well as Nevada law. I continue to campaign and network with many large corporations and brokerage firms, to keep a positive influence in front of the media.
I am interested in pursuing a political future here in Nevada and would like to start with a seat on the Board, Commissions or Committee. It is my intent to help make the right decisions, that our businesses and city can benefit from. I will come from a position of power to get it done as well.

Please consider me for any opportunities that may come available to assist with the continued development of this great city.

Sincerely,

Julie A. Barbagallo
Broker

C W B
COMMERCIAL WEST BROKERS

Julie A. Barbagallo
Broker
3620 N. Rancho Drive
Suite 101
Las Vegas, NV. 89130
Phone: 702-289-7007
Fax: 702-489-2776
julie@commercialwestbrokers.com
www.commercialwestbrokers.com

3620 N. Rancho
Suite 101
Las Vegas, NV. 89130

702-289-7007
Julie@commercialwestbrokers.com
www.commercialwestbrokers.com

Julie A. Barbagallo

Objective

To provide outstanding customer service to the point of garnering future business and repeat clients. To strive for continued successful development within challenging markets.

Summary

Self - starting, goal orientated strategist whose confidence, perseverance and vision promote success.

Experience

August 2007 to Present Commercial West Brokers Las Vegas, NV

Director of Property Management & Leasing
Broker / Owner

- On site Property Management and Leasing of over 500,000 square feet of Class "A" Offices and Retail space and 300 Unit Condo property
- Review and negotiate lease terms and purchase agreements
- Analyze the market conditions to keep property profiles competitve
- Reviewed tenant Triple Net and or Modified Gross leases for renewals and changes
- Develop relationships with local contractors for property maintained
- Review Tenants construction progress and resolve any issues
- Prepared monthly billing statements and collected rents
- Approve all General Contractors and Insurance policies
- Review tenants financials semi annually for changes
- Directed and promoted Broker and Tenant appreciation functions
- Weekly walk thru of each property to inspect buildings and tenant space
- Meet with City Officials and attend Zoning issue meetings
- Prepare monthly status reports for Landlord/Developers
- Conferred with legal team to determine if transactions were handled in accordance with state laws and with regulations governing real estate industry
- Strong background interacting with Architects, Attorneys, Engineers and Developers

June 2004 to July 2007 Northbrooke Property Management LLC,

V.P. Property Management and Development
Broker LLC

- On site Property Manager and Leasing Director for over 300,000 square feet of Class "A" office and Retail space and 364 unit residential
- Create and manage relationships with current and potential tenants
- Negotiate and approve all general Contractors and state license verification
- Prepare monthly statements for rents and Tenant Improvement loans
- Negotiate and approve all Triple Net, Modified Gross leases and renewals
- Follow thru with lease due diligence to assure timely Certificate of occupancy
- Develop and implement creative marketing material for monthly mailers and web site
- Weekly inspections of property sites to for repairs and construction issues
- Attend any legal arbitrations on behalf of the Landlord/Developer

September 2000 to June 2004 **Sun West Contractors and Development**

V.P. Real Estate Sales, Management and Leasing
Broker Salesperson

- Managed commercial and leased over 400,000 square feet of commercial and residential properties
- Directed activities of sales staff and real estate department
- Negotiated and approved all Triple Net and Modified Gross lease terms for commercial properties
- Prepared monthly billing statements and financial changes
- Weekly inspection of new construction and tenant walk thru to assure timely Certificate of Occupancy
- Review and approve all general Contractors and Insurance issues

Education

2004 UNLV Las Vegas, NV
Law Studies

1995 Nevada School Of Real Estate Las Vegas, NV.
Real Estate practices

1987 Academy of Dental Health Sciences Ft. Sam Houston, TX.
Doctorate in Dental Sciences

Additional schooling and training in all areas of commercial and residential construction. Extensive knowledge of real estate laws on a local and national basis. Currently getting licensed in Arizona and California

Professional

Memberships

Las Vegas Better Business Bureau Accredited Business

Memberships Cont. Las Vegas Chamber of Commerce Networking

St. Jude's Children's Ranch Boulder City, NV.

References **Available**

Extracurricular Culinary Chef, Photographer, Travel , Sport Car Collector

Awards received 2004 Women In Commercial Real Estate Rose Awards

2009 Who's Who for outstanding Business Development (see attch)

WHO'S WHO 2009

In Business LAS VEGAS

PUBLISHER

Bruce Spotleson	bruce@gmgvegas.com
ASSOCIATE PUBLISHER	Debbie Donaldson (990-2457)
ASSISTANT	Kenya Johnson (990-2443)

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MANAGING EDITORS	Pat Teague
	Carla J. Zvosec
STAFF WRITER	Brian Sodoma
PHOTOGRAPHER	Ulf Buchholz

CREATIVE

EDITORIAL DESIGNER	Bradley Samuels
ADVERTISING CREATIVE DIRECTOR	Joe Boswell

ADVERTISING

FROM THE EDITOR



Annually, we publish the Who's Who in Real Estate, Construction and Development to showcase the movers and shakers who have helped design, develop and build the cityscape we know as the Las Vegas Valley.

It's a guide of the men and women who broker some of the most important deals in this city — the people who make the moves that transform our skyline, making history in the process.

In keeping with our long-standing practice for the Who's Who publication, listings are provided at no charge to qualifying executives and managers.

We've decided to change the presentation of the Who's Who this year. In this in-paper section, we've presented profiles of all the companies represented by the individuals in the Who's Who. Below each company description, you'll find the names and titles of the people in this year's edition.

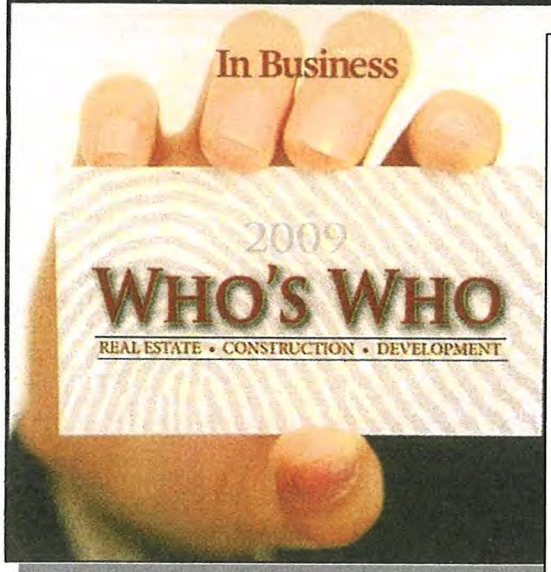
Instead of printing a bound magazine this year, we've elected to place each of the more than 300 bios on our Web site at www.lasvegassun.com/news/business. Log on to the Web site, click the special publications tab and pull down to the Who's Who listings. All of the bios of the top executives are housed there.

Each year, we strive to keep up with the changing faces in Southern Nevada businesses. Companies are constantly promoting employees and expanding their talent pools. It's sort of like trying to keep track of personnel changes on a professional sports team. Please let us know of updates.

We hope you find all of this information helpful in your business endeavors. The names, addresses, phone numbers, e-mail addresses and Web sites of the city's top real estate executives are just a click away. Use that information to learn about and reach out to those key people in Southern Nevada.

Rob Langrell
Editor of Special Publications
rob.langrell@gmgvegas.com
(702) 990-2490

INSIDE: SPECIAL PUBLICATION



Commercial West Brokers

www.commercialwestbrokers.com

Commercial West Brokers specializes in commercial and residential real estate sales and development. The company offers a wide array of real estate services, including: commercial income investments, residential real estate services and commercial and residential general contracting services as well. The firm has worked with groups like Richmond American Homes, Kroger Foods, Compass Lending Corp., Nevada Ready Mix, among others. Prior to starting Commercial West Brokers, owner Julie Barbagallo did marketing and sales for custom home builder Sun West.

Julie Barbagallo, Broker, Owner

JUNE 23, 2009

LAS VEGAS SUN

In Business LAS VEGAS

2009

WHO'S WHO

REAL ESTATE • CONSTRUCTION • DEVELOPMENT

COMMERCIAL WEST BROKERS:

Julie A. Barbagallo

Broker, Owner



Julie A. Barbagallo

Thu, Jun 11, 2009 (6 a.m.)

Julie A. Barbagallo

Broker, Owner

Commercial West Brokers

4275 N. Rancho Drive, Suite 145

Las Vegas, NV 89130

702.289.7007

julie@commercialwestbrokers.com

www.commercialwestbrokers.com

As broker and owner of Commercial West Brokers, Julie A. Barbagallo works directly with the buyers, sellers, investors, Real Estate Investment Trusts and developers of commercial development throughout Nevada, Arizona and California. Barbagallo actively has been practicing and specializes in retail/office sales and leasing, income-investment properties, land acquisitions, shopping center sales and leasing for more than 13 years. She currently has more than $40 million worth of retail/office inventory for sale and more than 500,000 square feet of retail/office inventory. Barbagallo also is working on adding property management to the company's profile. Commercial West Brokers is a proud, accredited business member of the Better Business Bureau. Barbagallo segued into the real estate market in 1995, she practiced dentistry in Scottsdale, Ariz., earning a doctorate in dental sciences through the military. She has been a veteran for more than 20 years. Barbagallo is involved with the World Master Chefs Society, feeding needy families throughout Southern Nevada, and St. Jude's Ranch for Children, and she currently works with a group of real estate brokers to combat and end child abuse throughout the United States. Barbagallo has two sons, Heston, 21, and J.C., 17, and a daughter, Ricki, 12.

Megan Heryet
2312 San Jose Ave.
Las Vegas, NV 89104

RECEIVED
CITY CLERK

2010 SEP 28 P 12: 11

September 27, 2010

City Clerk
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101

To Whom It May Concern:

I am writing to express interest in serving on the Senior Citizen Law Project Advisory Board or Senior Citizen Advisory Board. These boards deal with issues very important to me and my education and skills are a perfect match.

Please find enclosed interest form and resume, which describe my experience in the gerontology, aging and senior advocacy fields. I have particular interest and experience in adult guardianship, having spent five years working with private professional guardians, the Clark County public guardian and elder law attorneys. I also spent 2 ½ years researching Nevada adult guardianship law as part of my senior project at UNLV.

Thank you very much for your consideration.

Sincerely,

Megan Heryet

Enclosure

RECEIVED
CITY CLERK

2010 SEP 28 P 12:11

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Megan Heryet

Home Street Address: 2312 San Jose Ave.

City: Las Vegas **ZIP Code:** 89104

Work Street Address: 6655 W Sahara Ave #B200

City: Las Vegas **ZIP Code:** 89146

Employer: Self / The Ambder Agency **Occupation:** REALTOR

Home Phone Number: _____ **Work Phone Number:** 702.616.9180

Other Phone Number: 702.280.6002 **Email Address:** megan.heryete gmail.com

Please list the boards, commissions, or committees that you are interested in serving on:

Senior Citizen Law Project Advisory Board, Senior Citizens Advisory Board

For office use only

CLV Y ✓ N ___

Ward 3

Date 9/28/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

n/a

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

please see attached

Please list any of your relatives or friends that work for the entity in which you would be serving:

none

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Bachelor's degree with an emphasis in gerontology

Academic Certificate in Gerontology

Broad interdisciplinary educational background including psychology, sociology, healthcare administration and social work as it applies to seniors

Senior project involved 2 ½ years researching and analyzing adult guardianship law in Nevada

Practicum with the Clark County Public Guardian's office, including administrative tasks and direct contact with seniors

Hospice volunteer since 2007

Five years experience working with private professional guardians, elder law attorneys and guardianship court in the real estate field

Five years experience as an assistant to a personal property appraiser working with private professional guardians, trust officers and elder law attorneys

Passion for senior and aging issues affecting Nevadans

MEGAN HERYET

2312 San Jose Ave. Las Vegas, NV 89104

megan.heryet@gmail.com ◆ 702-280-6002

PROFILE

- Self-motivated and accept challenges readily
- Exceptional organizational, analytical, writing, interpersonal skills
- Innovative, creative, and resourceful
- Practical abilities in working in diverse environments

EDUCATION

University of Nevada Las Vegas — **Las Vegas, NV**
B.A. in Interdisciplinary Studies — *Spring 2006 –Fall 2009*
Academic Certificate in Gerontology

- Areas of concentration: Gerontology and Spanish language
- Coursework: Psychology, sociology, healthcare administration and social work as it applies to aging populations

Clark County Public Guardian's Office — **Las Vegas, NV**
Estate Case Manager Practicum — *Jan 2009 –Mar 2009*

- Conducted interviews with referrals submitted by external agencies and current wards to assess needs of vulnerable adults
- Maintained concise, accurate records of visits and interviews
- Initiated applications for federal and state assistance of eligible wards
- Followed up on interviews and interventions and communicated findings to case management staff

WORK EXPERIENCE

The Anhder Agency — **Las Vegas, NV**
Licensed Real Estate Agent — *Apr 2006 – present*
REALTOR

- Established and maintained professional client base, primarily private professional guardians
- Communicated between property owners/guardians and family members, lawyers and other real estate professionals
- Coordinated inspections, appraisals, court dates and closings for clients and their families
- Maintained accurate and detailed records including online listings

Star Nursery — **N. Las Vegas, NV**
Landscape Design and Sales — *Apr 2006 – Jan 2007*

- Managed landscaping design and projects with values ranging from $500 to $10,000
- Performed needs analysis and advised clients and designed landscapes to client specifications and needs
- Liaison between client, contractor, and landscaping teams

Pacific Coast Home and Garden — **San Luis Obispo, CA**
Receiving Manager, Floor Supervisor — *Oct 2000 – July 2005*

- Lead a team of 15 employees and managed closing operations at the largest garden center on the Central Coast
- Managed all aspects of receiving department
- Scheduled receipt of merchandise, checking-in and delivery to floor
- Maintained accurate records ensuring accurate billing and inventory
- Coordinated special orders between sales floor, wholesaler and customer

VOLUNTEER

Family Home Hospice — **Las Vegas, NV**
Volunteer — *Aug 2007 – Aug 2008*, *Aug 2010-present*

- Provide respite, companionship and emotional support to hospice patients and their families
- Perform routine tasks and errands for home bound seniors
- Assisted planning and presenting of annual memorial

Odyssey Hospice — **Las Vegas, NV**
Volunteer — *Aug 2008 – June 2009*

- Provide respite, companionship and emotional support to hospice patients and their families

SKILLS

Computer: Proficient in Microsoft Word, Excel, PowerPoint and typing 40-50 WPM.

RECEIVED
CITY CLERK
2010 SEP 29 A 8:07

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Valencia Burch

Home Street Address: 8225 Cantura Peak St.

City: Las Vegas **ZIP Code:** 89143

Work Street Address: 700 Belrose St.

City: Las Vegas **ZIP Code:** 89107

Employer: LV Urban League **Occupation:** Child Care Subsidy Supervisi

Home Phone Number: 631 8646 **Work Phone Number:** 486 1546

Other Phone Number: (Cell) 8584398 **Email Address:** valenciaburch@yahoo.com

Please list the boards, commissions, or committees that you are interested in serving on:

Citizens Advisory Committee

Senior Citizens Law Project

For office use only

CLV Y ✓ N ___

Ward 6

Date 9/29/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

(Guest Speaker Committee)
Guest Speaker Chair - Kappa Lambda Honor Society

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Demonstrated commitment to community service, support for committee mission and values, personal integrity, executive expertise, knowledgable about community needs, proficient leadership and communication skills and able to strategically "think outside the box".

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

September 27, 2010

Las Vegas Redevelopment Agency
400 Stewart Ave., First Floor
Las Vegas, NV 89101

Dear City of Las Vegas Redevelopment Agency,

I am contacting you regarding the volunteer position for the Citizens Advisory Committee with the Redevelopment Agency. As a citizen of the fabulous City of Las Vegas and my interest in public administration, I have become familiar with many of the goals and standards of the Redevelopment Agency, which I seek to amplify in my work as a volunteer.

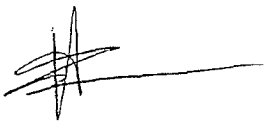
I am currently completing my Bachelors in Legal Studies at Kaplan University. Additionally, I plan on beginning the Masters program in Public Administration as part of a simultaneous degree opportunity in order to be well-rounded both academically and in order to reflect my interests.

I have maintained full-time academic status while working full-time since the commencement of my undergraduate studies. I have learned to balance my work as a supervisor for the Las Vegas Urban League Child Care subsidy program, my academic studies, and my interest for advocacy in a way that allows me to excel and manage my commitments. I feel my diverse background with real estate, the study of law, as an entrepreneur, and my community interests make me a viable candidate for this volunteer appointment.

During my personal and professional education and endeavors, I have developed a proficient knowledge of writing, speaking, and analysis which I believe could greatly contribute to the Citizens Advisory Committee. Yet, I am interested in learning more about redevelopment and bringing ideas, projects and programs to the Agency as part of a team.

Thank you for your time and consideration. My resume is attached and provides additional information about my experiences and skills. Please feel free to contact me with any inquiries to discuss my qualifications in greater detail or to schedule an interview.

Regards,



Valencia Burch

Valencia Burch
8225 Cantura Peak St
Las Vegas, NV 89143
Phone: 702-858-4398
Email: valenciaburch@yahoo.com

Objective: To obtain a position where demonstrated business development, communication, and organization are utilized to promote excellent customer service and where enthusiasm, efficiency, and judgment are important to get the job done.

Professional Skills

Business Development -Leadership -Problem Solving

- Skilled at developing new business relationships
- Demonstrated ability to gain customer trust and provide exceptional follow-up, leading to increased client acquisition, retention and conversion
- Expertise in development and execution of projects, presentations and workshops
- Proficient in simultaneous project coordination and management
- Strong attention for detail with the ability to multi-task
- Assertive with traditional prospecting, sales and renewal calls and meetings
- Directed daily activities, structured transactions and contract negotiations
- Formulated and executed marketing strategies to meet or exceed sales targets
- Handled confidential information, files and other materials
- Utilized good judgment and effective communication in dealing with client problems
- Telecommute disciplined, the ability to manage multiple high priority assignments and developing solutions to challenging business problems.
- Broad based experience covering a full spectrum of administrative duties including staff management, customer care, account/case management, and document preparation.

Professional Work History

- **Supervisor,** Las Vegas Urban League, Las Vegas, Nevada Jan 2010- Present
- **Author/ Speaker/Founder**, L.I.F.E. University for Women June 2009- Present
- **Office Manager**, H&R Block, Atlanta, Georgia Oct.2008-April 2009
- **Real Estate Salesperson**, Solid Source Realty Inc., Roswell, GA June 2005-Dec. 2007
- **President/Entrepreneur**, PKInc., Lawrenceville, GA Aug. 2004 – May 2009
- **Business Consultant**, Diverge Corp. Solutions, Atlanta, GA Aug.2004 – March 2008
- **Owner**, Studio 702 Hair & Nail Gallery, Las Vegas, NV April 1997 –Nov 2003

Valencia Burch
8225 Cantura Peak St
Las Vegas, NV 89143
Phone: 702-858-4398
Email: valenciaburch@yahoo.com

Education and Recognition

Paralegal Certificate, Merit College, Van Nuys, CA (1992)
BS, Legal Studies, Kaplan University, (2012)
Legal Aid Center of Southern Nevada – (Volunteer Educational Surrogate) (2009)
Certified Educator in Personal Finance (2010)
Alpha Beta Kappa National Honor Society (2010)
Kappa Lambda Honor Society (2009)
President and Deans Lists Honors
State of Nevada Notary Public

References upon request

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-3 – Grants to tw telecom of nevada llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the franchise agreement incorporated by reference into this Ordinance. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will grant to tw telecom of nevada llc (tw telecom) a non-exclusive franchise for ten years, with an option to renew for five years, for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference. The franchise will replace a 1996 franchise agreement entered into by the City and one of tw telecom's predecessors-in-interest.

RECOMMENDATION:
ADOPTION at 2/16/2011 City Council meeting pursuant to the 2/1/2011 Recommending Committee.

First Reading – 1/19/2011 First Publication 2/3/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-3
2. Franchise Agreement

BILL NO. 2011-3

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO TW TELECOM OF NEVADA LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE AND AUTHORIZED TO DO BUSINESS IN NEVADA, A NON-EXCLUSIVE FRANCHISE FOR A TELECOMMUNICATIONS SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY OF LAS VEGAS, SUBJECT TO AND IN ACCORDANCE WITH THAT CERTAIN FRANCHISE AGREEMENT ENTERED INTO BETWEEN THE CITY OF LAS VEGAS AND TW TELECOM; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Grants to tw telecom llc a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance.

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 tw telecom of nevada llc the non-exclusive right, privilege, authority and permission to install, operate and maintain a telecommunications service system in, upon, along, across, above, over and under all present and future public ways (excluding railroad rights-of-way), highways, streets, avenues and alleys within the incorporated boundaries of the City of Las Vegas, subject to and in accordance with the terms and conditions of that certain document entitled Franchise Agreement between the City of Las Vegas and telecom of nevada llc, a copy of which Franchise Agreement is on file with the Clerk of the City of Las Vegas and by this reference incorporated herein. For the purposes of this Section the term "telecommunications service" has the same meaning as that term is defined in the United States Code 47 U.S.C. 153 (46).

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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-5-11
_____
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

FRANCHISE AGREEMENT

between

The City of Las Vegas

and

tw telecom of nevada llc

Effective February 1, 2011

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FRANCHISE AGREEMENT

This Franchise Agreement ("this Agreement") is executed to be effective the 1st day of February, 2011, between the City of Las Vegas, a municipal corporation of the State of Nevada, ("the City") and tw telecom of nevada llc, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

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 general laws of the State of Nevada, to enter into this Agreement; and

WHEREAS, Company has applied for a franchise for the purpose of constructing, installing, operating and maintaining Telecommunications Service Facilities 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 Company; and

WHEREAS, said application coming on regularly for hearing on the ___ day of _____, 2011, 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, has been given by publication of that Resolution adopted by the City Council in the Las Vegas Review Journal, a newspaper of general circulation within the City, to-wit:

In the issue of said newspaper published on the ____ day of _____, 201__, and the ____ day of _____, 201__; and

WHEREAS, the City Council, in the exercise of its lawful power has determined that it is in the best interests of the inhabitants of the City that a franchise be granted, subject to the terms and conditions hereinafter 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 meaning given in this Section unless the context clearly requires otherwise. When not inconsistent with the context, 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 word "shall" is mandatory and "may" is permissive. Words not defined in this Section shall be given their common and ordinary meaning.

A. "City" means the City of Las Vegas, a municipal corporation of the State of Nevada.

B. "City Council" or "Council" means the legislative body of the City.

C. "City Manager" means the City Manager appointed by the City Council, or his or her designee.

D. "Code" means the official code of all of the City's ordinances of a general and permanent character, as may be adopted and amended by the City Council.

E. "Company" means tw telecom of nevada llc, a limited liability company organized and existing under the laws of the State of Delaware.

F. "CPCN" means a Certificate of Public Convenience and Necessity issued by the Nevada Public Utilities Commission authorizing the holder thereof to provide Telecommunications Service within the City.

G. "Facility" or "Facilities" means all antennae, poles, wires, cables, conduits, amplifiers, instruments, appliances, fixtures and other personal property used by any authorized user of the Rights-of-Way for the provision of authorized services within the City.

H. "Franchise" means the non-exclusive authorization granted herein to rent and use Rights-of-Way to construct, operate and maintain Company Facilities for the purpose of providing Telecommunications Service.

I. "Gross Revenue" means any and all intrastate retail revenue of Company from Telecommunications Service provided to customers within the City, including but not limited to:

1. All revenue charged on a flat rate basis;

2. All revenue from intrastate long distance calls originating in the State of Nevada and billed to an address physically located in the City;

3. All revenue from installation service charges;

4. All revenue from connection, disconnection or change-of-service fees;

5. All revenue from penalties or charges to customers for late payments or for checks returned from banks;

6. Recoveries of bad debts previously written off and revenue from the sale or assignment of bad debts, provided that revenue may be adjusted for net write-off of uncollectible accounts computed on the average annual rate for customers within the City;

7. All revenue that is designated by City, State or Federal law to be subject to fees under this Franchise.

"Gross Revenue" shall not include: (a) any tax passed through to consumers on behalf of governmental agencies received by Company for service provided to customers through the use of Facilities; (b) any charges passed through to the customers for interconnection with the local exchange provider; (c) any proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks; (d) any long-haul wholesale revenue; and (e) any revenue other than intrastate revenue collected from retail customers. Company is not required to measure each category of revenue separately; provided that in the event of an audit by the City,

Company will be required to provide an appropriate justification for amounts reported as Gross Revenue under this Agreement.

J. "Public Works Director" or "Director" means the Director of the City's Public Works Department, or his or her designee.

K. "Reasonable Attorney's Fees" means reasonable charges for legal representation as may be incurred by the City and determined by a court of proper jurisdiction.

L. "Rights-of-Way" means all present and future streets, avenues, highways, alleys, bridges and public ways (excluding railroad rights-of-way) of the City within the City limits.

M. "Telecommunications" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(43), as it may be amended from time to time.

N. "Telecommunications Service" has the same meaning as that term is defined in the United States Code, 47 U.S.C. 153(46), as it may be amended from time to time.

SECTION 2: PRIOR AGREEMENT SUPERSEDED; GRANT OF NEW NON-EXCLUSIVE FRANCHISE

A. The parties acknowledge that Company is presently operating as a Telecommunications Service provider and is presently using the Rights-of-Way for its Telecommunications Facilities pursuant to that certain Franchise Agreement between the City and American Communications Services of Las Vegas, Inc., Company's predecessor-in-interest, dated February 7, 1996 (the "Existing Franchise"). This Agreement is intended to and shall supersede the Existing Franchise from and after the effective date of this Agreement.

B. The City hereby grants to Company, subject to the terms, conditions and limitations contained in this Agreement, a Franchise with permission to rent, use and occupy Rights-of-Way within the corporate limits of the City, as the same now exist or may be extended in the future, to provide Telecommunications Service, including the right and privilege to erect,

construct, maintain and operate Telecommunications Facilities within the Rights-of-Way necessary or convenient for the transmission and distribution of Telecommunications Service, including private property easements on which preliminary subdivision plats have been approved by the City for the provision of public utilities within the corporate limits of the City, as the same now exist or may be extended in the future.

C. Company shall be subject to all requirements of City ordinances, rules, regulations and specifications hereafter enacted or established in so far as such ordinances are not in violation of any State or Federal regulation.

D. This Franchise does not grant Company the right to provide any "video service" (as such term is defined in NRS 711.141) without a valid State-issued franchise for such service.

E. This Franchise is non-exclusive and shall not be construed as a limitation on the City's right to grant rights, privileges and authority to other persons or entities similar to or different from those herein set forth to use the Rights-of-Way or to operate a public utility.

SECTION 3: DURATION

This Franchise is for a period of ten years from and after the effective date of this Agreement. If Company is in compliance with all material provisions of this Agreement, Company has the option of renewing this Franchise under the same terms and conditions of this Agreement for one additional period of five years by giving the City written notice of such renewal during the last 90 days prior to the expiration of the original 10-year term.

SECTION 4: COMPLIANCE WITH APPLICABLE LAWS

Company shall at all times comply with all applicable Federal, State and local laws, rules and regulations concerning the provision of Telecommunications Service, including all applicable Federal Communications Commission and Nevada Public Utilities Commission rules, regulations and orders.

SECTION 5: BUSINESS LICENSES, FEES AND TAXES

A. At all times during which Company is authorized to provide Telecommunications Service within the City pursuant to a CPCN, Company shall maintain a valid unexpired business license specific to its Telecommunications Service business pursuant to Chapter 6.67 of the Code.

B. In addition to the business license required by Subsection (A), Company shall maintain all other business licenses specific to any of Company's business activities other than those of providing Telecommunications Service, as such other business activities are specified in the Code. Company shall pay all license fees due from such other business activities separately from the payment of fees due for its Telecommunications Service business.

C. In addition to payment of the fees specified in Subsections (A) and (B), Company shall pay all lawful property taxes, ad valorem taxes and local improvement district assessments and all exactions, fees and charges that are generally applicable during Company's real property development or use as required by the Code.

D. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of Company's obligations under this Agreement or applicable law, and such acceptance shall not preclude the City from later establishing that a larger amount was actually due or from collecting such balance.

SECTION 6: FRANCHISE FEES

A. In the event that the business license fees required by Section 5(A) above are declared illegal, unconstitutional or void for any reason by any court or proper authority, Company shall be contractually bound to pay the City as a franchise fee for its use of the Rights-of-Way, as provided for herein, an aggregate amount equal to the amounts which otherwise would have been paid as Telecommunications Service business licensee fees.

B. The fees required to be paid pursuant to Subsection (A) shall be paid quarterly by the fifteenth day of the second month following the end of each calendar quarter for which payment or portion thereof is due. Company shall furnish to the City with each payment of compensation required by this Section a written statement, showing the amount of Gross Revenue of Company subject to a fee under this Agreement for the period covered by the payment.

C. Acceptance by the City of any payment due under this Section shall not be deemed to be a waiver by the City of any breach of this Agreement occurring prior thereto, nor shall the acceptance by the City of any such payments preclude the City from later establishing that a larger amount was actually due or from collecting any balance due to the City.

SECTION 7: REVIEW AND AUDIT OF COMPANY'S RECORDS

A. The City shall have the right to annually review or audit Company's books and records regarding any amounts which may be owed under this Agreement. This right includes the right to review and audit all books and records of revenue which may be reasonably considered by the City to be subject to a business license or franchise fee. The City shall give written notice to Company of any additional amount claimed to be due to the City as a result of the City's review. Any amount due shall be paid within thirty days following the City's notification that such amount is due and payable. If the City's review shows Company has overpaid, said overpayment shall be reimbursed to Company by the City within thirty days of such determination.

B. Company shall keep complete and accurate books and records of its business and operations pursuant to this Agreement in accordance with the rules and regulations of the State of Nevada.

C. Company shall provide the City with access to and/or copies of all records, books,

contracts, accounts and documents of Company (or any affiliate thereof), whether in an electronic, print or other format (hereafter referred to collectively as "Records") for Company's operations in the City, to the extent reasonably necessary for the City to perform an audit. All Records shall be retained by Company for a period of five years. Company shall make Records available to the City for inspection and/or copying at a location in the City, upon thirty days notice from the City.

D. Upon request by the City, Company shall provide to the City copies of all papers filed by Company with any federal or state regulatory agency that pertain to Company's Facilities located in the City.

SECTION 8: ADA REQUIREMENTS

Company shall install all of its Facilities in the Rights-of-Way in a manner consistent with the Americans with Disabilities Act ("ADA"), including any reconstruction or modification of existing Facilities. Following notice by the City of an ADA violation or construction problem caused directly or indirectly by Company, Company shall, within thirty days or such other time as the Public Works Director reasonably determines to be appropriate, remedy the ADA violation or problem.

SECTION 9: CONSTRUCTION PERMITS; EMERGENCY REPAIRS

A. The City may require Company to obtain a construction, encroachment or occupancy permit for any work in the Rights-of-Way, may inspect any construction, installation, maintenance or repair work performed in the Rights-of-Way, and may charge a fee to issue such permit or to perform such inspection. The City shall act upon any request by Company for a permit no later than ten business days after the date on which the request is made.

B. If there is an emergency requiring immediate response work or repair in, on, under or over any Rights-of-Way, Company may begin such work or repair without first

obtaining a permit; provided that Company shall notify the Public Works Director as promptly as is reasonably possible after learning of the need for the emergency work, shall subsequently obtain any permit that otherwise would have been required for non-emergency work, shall pay all applicable fees for such permit, and shall restrict any work performed in the Rights-of-Way prior to obtaining a permit to emergency work and repairs.

C. The amount of any permit fee under this Section or Section 10 shall not exceed the actual costs incurred by the City in administering the process of issuing such permits and performing such inspections.

SECTION 10: REQUIREMENTS BEFORE WORKING IN RIGHTS-OF-WAY

Before Company may conduct underground work involving excavation, new construction or relocation work in any Rights-of-Way that will block one or more lanes of motor vehicle traffic, Company shall:

A. Notify the City and comply with any special conditions relating to location, scheduling, coordination and public safety;

B. Apply for and obtain a permit from the Public Works Director;

C. Submit and obtain approval of a traffic barricade plan;

D. File maps and drawings showing the location of any construction or extension of its Facilities in the Rights-of-Way; for conduit, the maps and drawings shall show the size, location, burial depth and configuration of the conduit, the trench backfill material and width, and the method of pavement restoration;

E. Participate in the "Call Before You Dig" program set forth in NRS Chapter 455, as amended, with regard to giving and receiving notice of the location of Facilities and excavations;

F. Pay all permit fees; and

G. Provide security and proof of insurance as required in Sections 17 and 18 below.

SECTION 11: INSTALLATIONS, EXCAVATIONS AND RESTORATIONS

A. In using the Rights-of-Way for its Facilities, Company shall comply with the following requirements:

1. All construction work in the Rights-of-Way performed by or on behalf of Company shall be performed in a safe manner subject to the approval of the Public Works Director and in accordance with all applicable laws, rules, regulations and permitting requirements related to public safety or the use of the Rights-of-Way, including but not limited to all standards specified in Title 13 of the Code. When the public improvement designs prepared by Company are more detailed than, or not covered by, the improvement standards in Title 13 of the Code, plans and specifications for construction, reconstruction, installations and repairs of public improvements shall be sealed by a Nevada registered professional engineer.

2. Company shall not place any Facilities on, over or within the median portion of any boulevard or parkway without first having obtained the written permission of the Public Works Director.

3. Company shall not place any of its above-ground Facilities in any sidewalk area in the Rights-of-Way without the prior written consent of the Public Works Director.

4. Company shall not attach any of its Facilities to any City-owned Facilities unless Company has entered into a written agreement with the City for the rights of attachment and use.

5. The City may require through any permitting process that any installations, excavations and restorations affecting street or 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. and from 4:00 p.m. to 6:00 p.m. except for emergency repairs performed in accordance with Section 9 above.

6. The City may assist in the coordination and scheduling of any Company projects where such project may be reasonably coordinated with the placement of other Rights-of-Way users' Facilities; provided that, subject to City permitting processes and approvals, Company may otherwise control the scheduling of its projects consistent with this Agreement.

7. Whenever it is commercially reasonable to do so, Company shall use "trenchless" technology in the placement of its Facilities. Except in an emergency as specified in Section 9 above, Company shall, not less than seven working days prior to the commencement of any work by Company which involves excavation in any Rights-of-Way, notify the Public Works 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 notice in writing as soon as practical. Company shall provide advance notice so as not to disrupt services of the City or any other person or utility using any Rights-of-Way and to allow the City to place any inspector it may deem necessary at the site of the project.

B. Company shall at all times take all reasonable precautions to minimize interruption to traffic flow, damage to property or creation of a hazardous condition.

C. After an excavation is made and after any excavation work is completed, Company shall, as soon as practicable, but not later than seventy-two hours, remove all surplus material; except that if the surplus material is blocking a public street or sidewalk, Company shall remove such material no later than twenty-four hours after the excavation is made.

D. Company shall reconstruct, replace or restore any landscaping, street or alley, or any water, sewer, sanitary sewer, storm drainage, traffic signal or street light Facility, or any other Facility of the City disturbed by Company, within thirty days of written notice by the City,

to a condition acceptable to the Public Works Director, consistent with specifications, requirements and regulations of the City in effect at the time of such restoration. Any such improvements so disturbed by Company shall be reconstructed, replaced or restored only under the supervision of City personnel. All costs incurred in surplus material removal and restoration, whether done with the City's work forces and equipment or otherwise, shall be paid by Company, including the cost of any inspectors the City may assign to the project.

SECTION 12: LOCATION AND RELOCATION OF FACILITIES

A. All Facilities of Company shall be placed so that they do not interfere with the use of Rights-of-Way by the City and shall only be placed after approval of the location by the Public Works Director and in accordance with any specifications adopted by the City governing the location of Facilities.

B. Whenever the City excavates or performs any work in the Rights-of-Way and such excavation or work may disturb but not require the removal or relocation of Company's Facilities, the City shall notify Company sufficiently in advance of the excavation or work to enable Company to take such measures as it may deem necessary to protect its Facilities from damage and inconvenience, or from injury or damage to the public or the Rights-of-Way. If Company cannot take such measures, Company shall be required to relocate its Facilities in accordance with this Section, in which case Company shall, upon request, furnish field markings to the City showing the location of all of its Facilities in the area involved in such proposed excavation or work.

C. The City reserves all rights to:

1. Construct, install, maintain and operate any public improvement, work or Facility, to do any work that the City may find desirable on, over or under any Rights-of-Way, and to construct, install, maintain and operate any public improvement, work or Facility;

2. Vacate, alter or close any Rights-of-Way, all such work to be done in such manner as not to obstruct, injure or prevent free use and operation of Company's Facilities; and

3. Require the removal or relocation of Company's Facilities in the Rights-of-Way as may reasonably be required after notice to Company, including but not limited to City projects for the installation of landscaping, or of water, sanitary sewer, storm drainage, traffic signal or street light Facilities, or of any road construction or reconstruction.

D. Company shall remove and relocate such Facilities within sixty days following written notice to do so from the City. Prior to any such relocation, the City agrees to provide for a temporary suitable location for such relocated Facilities sufficient to maintain service.

E. Subject to Subsection (F), all costs directly attributable to removal or relocation of Company Facilities shall be paid by Company.

F. The City may require Company to relocate its Facilities to accommodate another Rights-of-Way user, if Company's and the other user's Facilities can both be located in the Rights-of-Way without interfering with Company's operations, subject to the following conditions:

1. The other user shall pay Company the costs of any relocation occasioned by such user.

2. Company shall remove and relocate its Facilities upon receipt of payment of Company's estimated costs from the other user.

3. If Company's estimated costs do not cover all of Company's final costs of the removal or relocation, Company shall bill the other user for the balance of the costs following completion of the work benefiting the other user, and the other user shall pay Company any balance due within thirty days of the billing statement.

4. If Company's estimated costs exceed Company's final costs of the

removal or relocation, Company shall refund any overpayment to the other user within thirty days after completion of the work benefiting the other user.

G. When the City proposes to improve a Rights-of-Way, including but not limited to work related to streets, sidewalks, landscaping, traffic signalization, water lines, storm drainage or sanitary sewers, and such improvements include excavation and the placement of underground utilities vaults and conduit sufficient for Company's Facilities by and at the expense of someone other than Company, then upon notification by the City and upon such reasonable scheduling as may be required by the City, Company shall replace its overhead Facilities as are then within the affected Rights-of-Way with underground Facilities within such area. Company shall pay all costs of such underground placement. The conversion from overhead to underground shall be conditioned upon the City requiring the undergrounding in the area in which both the existing and new Facilities are and will be located and on the City requiring all existing overhead communication and utility Facilities in such area be removed.

H. Nothing in this Section shall require Company to place its Facilities in ducts or conduits owned or leased by the City.

SECTION 13: NO VESTED LOCATION RIGHTS; VACATED RIGHTS-OF-WAY

Company shall not acquire any vested right or interest in any particular Rights-of-Way location for any of its Facilities constructed, operated or maintained in any existing or proposed Rights-of-Way, even though such location was approved by the City; provided that whenever the City vacates Rights-of-Way for the convenience or benefit of any person, the City shall preserve Company's rights for any legally established, existing Facilities of Company in such vacated portion of the Rights-of-Way.

SECTION 14: TEMPORARY AND EMERGENCY MOVEMENT OF FACILITIES

A. Whenever it becomes necessary to temporarily rearrange, remove, lower or raise

the cables or wires or other apparatus of Company to permit the passage of any building, machinery or other object, Company shall perform such rearrangement upon the receipt of written notice from the person desiring to move said building, machinery or object. The written notice shall detail the route of movement of the building, machinery or object. The costs incurred by Company in making such rearrangements of its aerial Facilities will be borne, excepting the City, by the person seeking such rearrangement, unless the aerial Facilities are placed or maintained in violation of the applicable rules of any local, state or federal regulatory agency and thereby interferes with the movement of said building, machinery or object.

B. Whenever, in the case of an emergency, it becomes necessary to remove any of Company's Facilities, the City shall not be liable to Company for any charge, loss, damage, restoration cost or repair resulting from the emergency removal.

SECTION 15: MAPS OF FACILITIES

Company shall maintain on file maps and operational data pertaining to its operations in the Rights-of-Way, which the City may inspect at any time during normal business hours upon reasonable notice to Company. Upon request of the City, Company shall furnish to the Public Works Director, as soon as practical and without charge, current maps either in a hard-copy printed form or in the City's geographical information system format or compatible data base, showing the location and dimension of any existing and proposed Facilities, but not other proprietary information, used in operating Company's Facilities in the Rights-of-Way.

SECTION 16: NOTIFICATION TO RESIDENTS OF CONSTRUCTION PROJECTS

Except in the case of emergency work performed pursuant to Section 9, when Company is the initiator of a project in the Rights-of-Way along which residential yards are located, Company shall give written notification to residents who are located adjacent to the proposed project at least two days prior to the date on which Company proposes to commence

construction. Such notice shall be by personal delivery, by posted notice on the street where the proposed project is scheduled to be built (which notice is to be large enough to be clearly read by passing motorists), by door hanger or by mail, with a description of the proposed project, Company's name, and telephone number at which Company can be reached twenty-four hours per day.

SECTION 17: SECURITY FOR PERFORMANCE

A. As security for performance of its obligations under this Agreement and the Code, Company shall at all times provide security in the form of a letter of credit, performance bond or cash deposit, delivered to the Director of Department of Finance and Business Services, in the amount of one hundred thousand dollars ($100,000.00), to remain in force during the term of this Agreement, any or all of which may be claimed by the City as payment for fees and liquidated damages, and to recover losses resulting to the City from Company's failure to perform.

B. Any bond provided pursuant to Subsection (A) shall:

1. In addition to all other costs, provide for payment of Reasonable Attorney's Fees;

2. Be issued by a surety company authorized to do business in the state of Nevada and listed in Department Circular 570 of the U.S. Department of the Treasury Fiscal Service (Current Revision);

3. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney;

4. Guarantee the performance of all of Company's obligations under this Agreement and the Code.

C. The following procedures shall apply to drawing on the security required herein:

1. If Company fails to make timely payment to the City of any amount due

under this Agreement or the Code, or fails to compensate the City within thirty days of written notification that such compensation is due, for any damages, costs or expenses the City suffers or incurs by reason of any act or omission of Company in connection with this Agreement or its enforcement, or fails, after thirty days' written notice, to comply with any provision of this Agreement or the Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any penalties, from the security.

2. Within three days of a withdrawal from the security, the City shall mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Company.

3. If at the time of a withdrawal from the security by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Company to the City until it is paid.

4. No later than thirty days after the mailing of notification to Company of a withdrawal from the security, Company shall restore the security to the total amount specified in Subsection (A).

D. Failure to maintain or restore the security shall constitute a material violation of this Agreement.

E. Recovery by the City of any amounts under the security required by this Section does not limit Company's duty to provide insurance or to indemnify the City as otherwise required by this Agreement.

SECTION 18: INSURANCE REQUIREMENTS

A. Company shall at all times during the term of this Agreement maintain in full force and effect, at its own cost, a general comprehensive liability insurance policy for the

protection of the City, which shall:

1. Be issued by an insurance company approved by the City and in a form satisfactory to the City Attorney;

2. Name the City and its elected and appointed officers, boards, commissions, agents and employees as additional insureds;

3. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Company's operations under this Agreement, with minimum liability limits of one million dollars ($1,000,000.00) for personal injury or death of any one person and three million dollars ($3,000,000.00) for personal injury or death of two or more persons in any one occurrence and five hundred thousand dollars ($500,000.00) for damage to property resulting from any one occurrence; and

4. Contain a provision that a written notice of cancellation of or reduction in coverage shall be delivered to the City at least thirty days in advance of the effective date thereof.

B. Company'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, Company shall provide proof of coverage for "prior acts" and proof of coverage for claims reported within two years of any occurrence.

C. Recovery of any amount by the City from the insurance required by this Section does not limit Company's obligation to provide security or to indemnify the City as otherwise required by this Agreement.

SECTION 19: INDEMNIFICATION

A. Company shall defend, indemnify and hold the City harmless from and against all claims for damages to persons or property in any way related, directly or indirectly, to the

construction, maintenance and operation of its Facilities or its use of the Rights-of-Way, or to its performance under this Agreement, when or to the extent injury or damage is caused or alleged to have been caused, wholly or in part, by any act, omission, negligence or misconduct of Company or any of its contractors, subcontractors, officers, agents or employees, or by any person for whose act, omission, negligence or misconduct Company is by law responsible. This Section is intended to require Company to indemnify the City to the maximum extent allowed by law for claims related to Company's use of the Rights-of-Way and is not intended to create liability for the benefit of any party other than the City.

B. If any claim is made against the City that is covered by Subsection (A), and if a Court of competent jurisdiction shall adjudge by final decree that the City is liable therefor, Company shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses and Reasonable Attorney's Fees incurred by the City in defense thereof and incurred at any stage of the proceedings.

C. Upon commencement of any suit, proceeding at law or in equity against the City relating to any matter covered by Subsection (A), the City shall give Company prompt notice of such suit or proceeding; whereupon Company shall provide a defense to any such suit, including any appellate proceedings brought in connection therewith, and pay any settlement, costs and judgments that may be rendered against the City by reason of such suit.

D. If Company fails to comply with its obligations under Subsection (C), after reasonable notice to it by the City, the City shall have the right to defend any claims against it and, in addition to being reimbursed for any settlement or judgment that may be rendered against the City, Company shall reimburse the City's Reasonable Attorney's Fees and all expenses incurred by the City by reason of undertaking the defense of such suit, regardless of whether such suit is successfully defended or settled, or fully adjudicated. If the City is required to

defend any such suit because of Company's failure to do so, the City shall have the right and authority to enter into any settlement as the City may deem in its best interest, without the prior approval Company.

SECTION 20: TRANSFER OF FRANCHISE

A. No transfer of this Agreement or the Franchise granted herein (including but not limited to transfer by forced or voluntary sale, receivership or similar means) shall occur unless prior application is made by Company to the City. No application for a transfer shall be granted unless all of the following conditions are met:

1. Company and the transferee agree in writing to the transfer, in a form acceptable to the City.

2. The transferee agrees that it will accept all terms of this Agreement and will assume all of the obligations and liabilities for all acts and omissions, known and unknown, of Company under this Agreement for all purposes, whether such obligations and liabilities arose before or arise after the date of the transfer.

3. The transferee provides proof that it has a CPCN authorizing it to provide Telecommunications Service in the City.

4. The transferee provides security for performance and insurance coverage in compliance with Sections 17 and 18, respectively, no later than the date of the transfer.

B. Approval by the City of a transfer does not constitute a waiver or release of any of the rights of the City under this Agreement against Company, whether arising before or after the date of the transfer.

SECTION 21: DEFAULT; REMEDIES NOT EXCLUSIVE

A. All remedies and penalties under this Agreement are cumulative and not exclusive, and the recovery or enforcement by one available remedy or imposition of any penalty

is not a bar to recovery or enforcement by any other such remedy or imposition of any other penalty. The City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition or obligation imposed upon Company by this Agreement. A specific waiver of a particular breach of any term, condition or obligation imposed upon Company by this Agreement shall not be a waiver of any other or future breach of the same or of any other term, condition or obligation, or a waiver of the term, condition or obligation itself. For purposes of this Section, "Director" means the Director of the Department of Finance and Business Services, or his or her designee.

B. Company agrees that an "Event of Default" shall include but not be limited to any of the following acts or failure to act by the Company:

1. Failure to obtain any applicable permits or pay any applicable permit fees pursuant to this Agreement;

2. Failure to comply with the terms of Section 20 concerning the transfer of this Agreement;

3. Failure to supply the necessary security for performance or insurance as specified in Sections 17 and 18;

4. Failure to make any payment required by Sections 5(A) or 6 of this Agreement within the period provided for such payment;

5. Failure to comply with any rules, regulations, orders or directives of the City as set forth in this Agreement within applicable periods; or

6. Substantial or repeated failure to comply with Section 11 concerning installations, excavations and restorations.

C. Upon the occurrence of an Event of Default, the City may, in accordance with the

procedures provided for in this Agreement:

1. Require Company to take such actions as are reasonably required to remedy such Event of Default;

2. Seek money damages from Company as compensation for such Event of Default;

3. Accelerate the expiration of the term of this Agreement by decreasing the term of this Agreement provided in Section 3, the extent of such acceleration to be determined by the City Council, including any period of time up to the remaining term of this Agreement; or

4. As a last measure only, revoke the Franchise granted herein by termination of this Agreement.

D. The City shall exercise the rights set forth in this Section in accordance with the following procedures:

1. The Director shall notify Company, in writing, of an alleged Event of Default. This written notice shall set forth with reasonable specificity the facts the City believes are the basis for declaring that an Event of Default has occurred. Company shall, within sixty days of the date of the notice, or such additional time as the Director may specify in the notice: (a) cure the alleged Event of Default; (b) present in writing, for review by the Director, a reasonable time frame and method to cure the Event of Default; or (c) present in writing with reasonable specificity, for review by the Director, facts and arguments as to why Company disagrees that an Event of Default has occurred.

2. If Company presents a written response that challenges whether an Event of Default has occurred, the Director shall within fourteen days review the submitted materials and determine again whether an Event of Default has occurred. If the Director reaffirms that an Event of Default has occurred, Company shall be notified in writing of this decision and shall,

within thirty days, cure the alleged Event of Default.

3. If Company fails to cure the Event of Default so declared pursuant to this Section within the time permitted by the Director, the Director shall prepare a written report to the City Council and recommend action to be taken. The City Council may order an appropriate remedy as set forth in this Section.

E. In addition to the rights under this Section, the City, upon any termination, may direct Company to remove, at Company's sole cost and expense, any of its Facilities from all Rights-of-Way, subject to the following:

1. If Company fails to remove its Facilities from the Rights-of-Way within 30 days after termination of this Agreement and the City determines that removal of any buried cable or conduit is not necessary, Company shall abandon its Facilities in place and, if requested by the City, transfer ownership of the installed Facilities to the City.

2. In removing any part of its Facilities, Company shall refill and compact any excavation that shall be made by it and shall leave all Rights-of-Way in as good a condition as that prevailing prior to Company's removal of the Facilities.

3. The City shall have the right to inspect and approve the condition of the Rights-of-Way after removal has occurred.

4. The removal shall commence within thirty days of an order to remove being issued by the Director at the direction of the City Council.

5. Company shall be responsible for all necessary removals of its Facilities and maintenance of the Rights-of-Way area in the same manner and degree as if the Facilities were in active use, and Company shall retain all liability associated with such removals.

6. Nothing herein shall cause the City to incur any costs related to the removal of the Company's Facilities or the transfer of ownership of said Facilities to the City.

SECTION 22: LIQUIDATED DAMAGES

A. In addition to the remedies specified in Section 21, Company may be subject to the assessment of liquidated damages by the City Manager for any violation of this Agreement in accordance with the provisions of this Section.

B. Except for causes beyond the reasonable control of Company, if Company fails to comply with any of its obligations under this Agreement, the City Manager may deliver to Company a reasonably detailed written notice describing the violation on the part of Company. Company shall cure any such violation no later than thirty days after receipt of the notice of violation; provided that if the nature of violation is such that it cannot be fully cured within thirty days, the City Manager may extend the period of time for Company to cure the violation for such additional time as is reasonably necessary to complete the cure if, in the City Manager's reasonable judgment, Company promptly begins its efforts to cure the violation and diligently pursues its efforts to effect a cure.

C. If a violation has not been cured within the time allowed by Subsection (B), Company shall be liable for liquidated damages as follows:

1. Failure to comply with the City's requirements concerning usage of the 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 any violations resulting in construction-delay claims against the City: $500.00 per day for each day such failure continues.

2. Failure to comply with any other provisions of this Agreement, including but not limited to promptly providing data, documents, reports or information to the City, or to provide insurance or security for the performance of Company's obligations hereunder: $100.00

per day for each day such failure continues.

D. The amounts specified in Subsection (C) constitute compensation for injuries to the City and its residents that would be difficult to ascertain and prove with certainty and are intended to be liquidated damages, not penalties or forfeitures.

SECTION 23: DRAWING UPON SECURITY UPON REVOCATION

In the event that a revocation of the Franchise is declared pursuant to Section 21 above, it shall be deemed a failure to perform on the part of Company, and the City may proceed against and draw upon, as required, the security provided for in Section 17 above for amounts due under this Agreement.

SECTION 24: ADDITIONAL CITY RIGHTS

Pursuant to the City Charter and applicable State statute, the right and privilege of the City to purchase or condemn Company's Facilities located within the City is expressly recognized herein.

SECTION 25: SEVERABILITY

If any provision, condition, covenant or portion of this Agreement is for any reason held invalid, unenforceable or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity or enforceability of the remaining portions of this Agreement. With respect to any portion of this Agreement held to be invalid, unenforceable or unconstitutional, 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 Council hereby declares that it would have approved this Agreement and each portion thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

SECTION 26: NOTICES

Any notice or other communication required or permitted to be given under this Agreement (the "Notice") 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. The Notice shall be deemed received on the date of actual receipt or refusal of delivery. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above:

TO THE CITY:	Director – Finance and Business Service City of Las Vegas 400 Stewart Avenue, 6th Floor Las Vegas, Nevada 89101
with a copy to:	City Attorney's Office City of Las Vegas 400 Stewart Avenue, 9th Floor Las Vegas, Nevada 89101
TO COMPANY:	tw telecom of nevada llc Attn: Kristie Ince Vice President Regulatory Affairs tw telecom inc. 2805 Dallas Parkway, Suite 140 Plano, TX 75093
with a copy to:	tw telecom of nevada llc Senior V.P. & Deputy General Counsel 10475 Park Meadows Drive Littleton, CO 80124

SECTION 27: PUBLIC PURPOSE

All of the regulations provided in this Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or City official or employee charged with the enforcement of this Agreement, acting for the City in the discharge of his or her duties, shall not thereby render himself personally liable; and

he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties. Neither the City nor Company by accepting this Agreement waives its right to seek all appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved and all terms and provisions hereof shall be enforceable through injunctive relief. Neither party shall be liable for any consequential or punitive damages, including lost profits.

SECTION 28: APPLICABLE LAW

This Agreement is governed by and construed and enforced in accordance with the laws of the State of Nevada, and the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996 or subsequent amendments.

SECTION 29: PUBLIC UTILITIES COMMISSION AND CHARTER REQUIREMENTS

This Agreement is subject to and contingent upon Company complying with all applicable rules and regulations of the Public Utilities Commission of Nevada and the City adopting a Resolution, conducting a public hearing and enacting an Ordinance granting this Franchise to Company in accordance with Section 7.050 of the City Charter.

SECTION 30: DISCLOSURE OF OWNERSHIP AND PRINCIPALS

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Company warrants that it has disclosed, on the "Disclosure of Ownership/Principals" form attached hereto, all principals, including partners, of Company, as well as all persons and entities holding more than a 1% interest in Company or any principal of Company. If Company, principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the

Securities and Exchanges Commission or by the Employee Retirement Income Security Act), and attaches current copies of such federal disclosures to Exhibit A, the requirements of this Section shall be satisfied. Throughout the term hereof, Company 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 date specified above.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, CMC, City Clerk

APPROVED AS TO FORM:

1/3/11
Date

tw telecom of nevada llc,
a Delaware limited liability company,
by tw telecom management co. llc,
its sole member

By: Tina Davis

Its: SVP & Deputy General Counsel

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 — Contracting Entity

tw telecom of nevada llc

Name

10475 Park Meadows Drive
Littleton CO 80124

Address

303-566-1000

Telephone

EIN or DUNS EIN 84-1560861

Block 2 — Description

Subject Matter of Contract/Agreement:

Franchise Agreement

RFP #

Block 3 — Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	tw telecom management co. llc	10475 Park Meadows Dr. Littleton, CO 80124	303-566-1000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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.

Tina Davis
Name

1-4-2011
Date

Subscribed and sworn to before me this 4th day of January, 2011.

Cheryll B Hart
Notary Public

My commission expires 3/03/2013

CHERYLL B. HART NOTARY PUBLIC STATE OF COLORADO

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-5 – Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update the permitting and identification requirements for news racks. The bill includes authorization for permit sticker fees in the amount of $50 and an application fee in the amount of $2. The bill also will allow news racks to be bolted to sidewalks if done in an approved manner.

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. 2011-5
2. Business Impact Statement

BILL NO. 2011-5

ORDINANCE NO. _____

AN ORDINANCE RELATING TO NEWS RACKS; UPDATING PERMITTING AND IDENTIFICATION REQUIREMENTS, INCLUDING AUTHORIZATION FOR PERMIT STICKER FEES; AUTHORIZING THE BOLTING OF NEWS RACKS TO SIDEWALKS; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Updates permitting, identification and securing requirements for news racks, including authorization for permit sticker fees.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 13, Chapter 24, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.24.020: (A) Every person or other entity which places or maintains a news rack on a public sidewalk or parkway of the City shall: [have his or its name, address and telephone number affixed thereto in a place where such information may be easily seen, but such information shall not take up space on the rack in excess of six square inches. The City shall issue an identification number for each authorized news rack. The identification number shall be displayed upon each news rack so that it is prominent and readily visible.]

(1) Obtain from the City a permit sticker for that news rack in accordance with Subsection (B) of this Section;

(2) Affix to the news rack, in a prominent location so as to be readily visible from the adjacent roadway, the permit sticker referred to in Paragraph (1) above;

(3) Affix to the news rack, in a prominent location so as to be readily visible but limited to an area no greater than six square inches, the name, address and telephone number of the persons or entities responsible for the placement and maintenance of the news rack; and

(4) Maintain in place and in readable condition the permit sticker and other information affixed to the news rack in accordance with this Subsection (A).

(B) Permit stickers for authorized news racks will be issued by the City on an annual basis, or as needed. In accordance with Section 13.24.025, the Director is authorized to charge

a fee for each initial, renewal or replacement permit sticker, and the fee must be paid in order to obtain such a sticker. A permit sticker must be affixed to the news rack to which it pertains within thirty days after its issuance.

SECTION 2: Title 13, Chapter 24, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 25, reading as follows:

13.24.025: (A) The Director is authorized to charge the following fees under this Chapter:

(1) A nonrefundable permit sticker fee of fifty dollars for each initial, renewal or replacement permit sticker issued under Section 13.24.020.

(2) A nonrefundable application fee of two dollars for each application submitted under Section 13.24.085 or 13.24.210, or two dollars for each location applied for if the Director accepts multi-location applications.

(B) The fees authorized by this Section are intended, and may only be used, to partially offset the costs of processing applications, issuing permit stickers, and administering and enforcing this Chapter.

SECTION 3: Title 13, Chapter 24, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.24.110: Notwithstanding any other provision of this Chapter, no news racks shall be placed, installed, used or maintained:

(A) Within five feet of any marked crosswalk;

(B) Within seventeen feet of the curb return of any unmarked crosswalk;

(C) Within five feet of any fire hydrant, fire call box, police call box or other emergency facility;

(D) Within five feet of any driveway or alley;

(E) Within twenty-five feet ahead of, and five feet to the rear of, any sign marking a designated bus stop;

(F) Within six feet of any bus bench;

(G) In such a manner as to impede or interfere with the reasonable use of a window

used for display purposes;

(H) In such a manner as to be [permanently] affixed to any sidewalk, street or other City property[;], except as provided in LVMC 13.24.115;

(I) Within six feet of the boundary of the Fremont Street Experience pedestrian mall, as described in LVMC 11.68.040; or

(J) Without displaying thereon the information and identification number described in Section 13.24.020.

SECTION 4: Title 13, Chapter 24, 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 115, reading as follows:

13.24.115: (A) A news rack may be affixed to a sidewalk by bolts or other similar means if:

(1) The means of doing so is approved by the Director or is in accordance with a standard established by the Director; and

(2) The installation is performed in a manner that does not disturb the integrity of the sidewalk and that will allow the news rack to be removed without damage to the sidewalk.

(B) The person responsible for the placement of a news rack under this Section shall be responsible for any damage to the sidewalk that may remain after the news rack is removed and shall ensure that the sidewalk is restored to a safe and serviceable condition.

SECTION 5: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: 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 7: 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 1-19-11
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. 2011-5
(Updates the permitting and identification requirements for news racks, including authorization for permit sticker fees)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-5, that will update the permitting and identification requirements for news racks, including authorization for permit sticker fees.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

A notice was sent to owners/operators of news racks within the City, informing them of the proposed ordinance and inviting them to provide written comments with respect to business impact. Written comments were received from three companies. As to business impact, the summary of the comments, which is available to interested persons as part of this business impact statement, is as follows:

–Imposing fees at this time will be unduly burdensome on news rack operators.

–As a result of the imposition of fees, distributors will have to give consideration to engaging in other means of distribution, including distribution by hand.

–The amount of the proposed fee is excessive in relation–both in relation to the need and with reference to what is constitutionally permissible.

–The principal burden of fees should be on those who do not follow the ordinance requirements, rather than having all permittees bear permit-related fees in the same amount.

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

Increased fees (permit-related fees not having been charged previously)

Beneficial effects:

Establish a revenue source to help offset the cost of news rack regulation

Direct effects:

(See adverse effects and beneficial effects above)

Indirect effects:

None noted

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

In response to the comments received, a meeting was scheduled for the purpose of discussing the concerns. Representatives of two of the responding companies attended. Among the items discussed was the possibility of allowing news racks to be bolted to sidewalks, which was represented as being a step the City could take to soften the impact of the proposed ordinance. Following the meeting, it was to decided to 1) include language in the ordinance to allow bolting, but 2) not to make any fee-related adjustment.

4. The estimate of the annual cost to the local government for enforcement of the proposed rule is:

$122,000

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

$104,000

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Help offset the costs of news rack regulation and enforcement

7. If the proposed rule includes provisions that duplicate or are more stringent than federal, state or local standards regulating the same activity, the following explains why such duplicative or more stringent provisions are necessary:

N/A

Date: January 19, 2011

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-6 – Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Sponsored by: Councilman Steve Wolfson

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will provide that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian. Any laws and regulations of other regulatory bodies that might apply to liquor stores will continue to apply.

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. 2011-6
2. Business Impact Statement

BILL NO. 2011-6

ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE THAT THE CITY'S REGULATIONS PERTAINING TO ALCOHOLIC BEVERAGES DO NOT PROHIBIT A MINOR FROM ENTERING OR REMAINING IN A LIQUOR STORE WITH A PACKAGE LICENSE AS LONG AS THE MINOR IS CONTINUOUSLY ACCOMPANIED BY THE MINOR'S PARENT OR LEGAL GUARDIAN, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steve Wolfson

Summary: Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.020: Unless the context otherwise requires, the scope of all words in this Chapter shall be liberally construed in order to effectuate the purpose of this Chapter, and, in particular, the following words shall have the meaning ascribed to them as follows:

"Alcoholic beverage" includes alcohol, spirits, liquor, wine and beer, and every liquid or solid which contains alcohol, spirits, liquor, wine or beer; and which contains one-half of one percent or more of alcohol by volume; and which is fit for beverage purposes, either alone or when diluted, mixed or combined with other substances. Any liquid or solid containing beer or wine in combination with any other alcoholic beverage shall not be construed to be beer or wine.

"Alcoholic beverage caterer" means a person who serves or sells alcoholic beverages only for consumption on the premises where the same are dispensed, served or sold during the times, dates and places specified by permit.

"Art gallery or art studio" means a business establishment where the general public is invited to view artistic exhibitions, presentations and performances.

"Banquet or event establishment" means any establishment which is rented by individuals or groups to accommodate private or public events. Such establishment may or may not include:

(1) Kitchen facilities for the preparation or catering of food.

(2) Outdoor gardens or reception facilities.

"Beer" means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops or similar product, or any combination thereof, in water.

"Commercial center" means a concentration of retail stores that:

(1) Contains at least eighty thousand square feet of retail space enclosed within a building or buildings;

(2) Contains at least one anchor retail store of at least twenty thousand square feet;

(3) Includes a parking lot common to the retail stores; and

(4) Is situated on at least fifteen gross acres of land.

"Container," except as the context otherwise requires, means a receptacle provided by an establishment (or otherwise) from which alcoholic beverages are consumed on the premises of the establishment.

"Convenience store" means a retail establishment other than a drugstore, which:

(1) Offers for sale prepackaged food products, household items and other goods commonly associated with those products and items, provided that not more than thirty percent of its physical retail inventory on the establishment premises is devoted to alcoholic beverages;

(2) Contains not less than one thousand-two hundred square feet, nor more than five thousand square feet of floor space devoted to retail sales display, exclusive of warehouse and office areas; and

(3) Displays alcoholic beverages for sale no closer than ten feet from any public entrance to the establishment.

"Convention facility" means a structure which has at least 100,000 square feet of floor space utilized for scheduling, hosting or accommodating a convention, trade show or temporary event, whether the activity is open or closed to the general public. For purposes of this Chapter, the term includes a stadium facility that is operated in conjunction with a convention facility, but does not include a permanent trade show facility.

"Cooler" means any prebottled alcoholic beverage, other than beer or wine, that is a distillate

obtained from the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than ten percent of alcohol by volume.

"Downtown entertainment overlay district" means that area of the City bounded by Ogden Avenue on the north, Carson Avenue on the south, Las Vegas Boulevard on the west and 8th Street on the east.

"Drugstore" means a business establishment which occupies the entire business premises of a building, or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, where a State licensed pharmacist is present at all times the pharmacy operation is open for the purpose of compounding or dispensing, or both compounding and dispensing of drugs and medicines, and where a grill and fountain service is permitted as well as the retail sales of sundries, including stationery, magazines, cosmetics and health items.

"Dues" means fees paid on a monthly, quarterly, semiannual or annual basis for the right to participate in the planning of activities and the utilization of services offered by a nonprofit corporation, association or organization. The term "dues" does not include fees paid for the purchase of drinks, meals or other services offered by a nonprofit corporation, association or organization.

"Event" means private or public activity, including, but not limited to, weddings, birthdays, ceremonials, commemorations, anniversaries, family reunions, fund raisers, political campaign gatherings, and religious or other types of observances.

"Gift basket" means a receptacle or container that may be filled with food items or novelty items, and alcoholic beverages in sealed or corked containers in quantities not greater than 25.4 ounces (approximately 1.79 pints), measured in the English system of weights and measures, or in quantities not greater than seven hundred fifty milliliters measured in the metric system of weights and measures.

"Groceries" means staple food stuffs, dairy products, meats and produce meant for human consumption; articles used in the preparation of food; and household supplies.

"Grocery store" means a business establishment which occupies all of the business premises of a building or a portion of the business premises of a building which is segregated physically or spatially from the rest of the business premises, and which contains more than five thousand square

feet of floor space for the display and sale of groceries and alcoholic beverages, exclusive of warehouse and office space. The term does not include an establishment in which more than thirty percent of the physical retail inventory on the establishment premises consists of alcoholic beverages.

"Hotel lounge bar" means a bar located in a lounge area of a hotel where alcoholic beverages are sold for consumption in specified areas only.

"Key employee" means an employee designated by a business licensee to oversee the operations of the business in the absence of the licensee.

"Liquor store" means a specialty retail store which does not allow entry to minors (except as provided for in LVMC 6.50.170) and which deals exclusively in alcoholic beverages and related items including magazines, newspapers and packaged snack foods.

"Malt beverage" means beer, ale, porter, stout and other similar fermented beverages of any name or description, brewed or produced from malt, wholly or in part.

"Meal" means an assortment of food listed on a menu which must include entrees, appetizers, side items and desserts available for purchase at various hours of the day.

"Mega store" means a business which has in excess of twenty-five thousand square feet of floor space devoted for the sale of a multiple line of products, including, but not limited to groceries, electronics, pharmaceuticals, home decorating and improvement supplies, office supplies, clothing and similar items.

"Nonprofit club" means any nonprofit corporation, association or organization which has been in continual existence for at least two years prior to applying for a license under this Chapter, and:

(1) Is organized or qualified to do business and operate under the laws of the State;

(2) Has tax-exempt status granted by the United States Internal Revenue Service;

(3) Maintains a membership of at least one hundred active members who are residents of Southern Nevada, who are twenty-one years of age or older and who pay dues to the nonprofit corporation, association, or organization;

(4) Operates a clubhouse, clubroom or meeting room in a permanent location which it owns or leases; and

(5) Maintains a sign-in log that each member and the member's guests must sign

upon entering the club house, clubroom or meeting room operated by the club.

"Off-sale" means the sale of alcoholic beverages in original sealed or corked containers for consumption off the premises where the same are sold.

"On-sale" means the sale of alcoholic beverages for consumption on the premises where the same are sold.

"Permanent trade show" means an event held at a permanent trade show facility where products, goods or wares are displayed for the purpose of exhibitors demonstrating and soliciting orders for the wholesale of or offering for wholesale of such products, goods or wares exclusively to members of a specific industry or industries.

"Permanent trade show facility" means a parcel or contiguous parcels of land with one or more buildings located thereon consisting of a minimum of two hundred-fifty thousand square feet of floor space that is designed and intended primarily to conduct one or more permanent trade shows annually, at which members of the general public are not admitted. A "permanent trade show facility" may also be used for events to which the general public is invited.

"Restaurant" means a place which is regularly and in a bona fide manner used and kept open for the service of meals to guests for compensation; and which has suitable kitchen facilities connected therewith, containing conveniences for cooking an assortment of foods which may be required for ordinary meals.

"Restaurant service bar" means a bar wherein alcoholic beverage drinks are prepared for service only at tables in a restaurant for consumption only in connection with a meal on the premises where the same is sold.

"Sale" means the act of selling and, in connection therewith, "sell" means, for compensation or any other private or public business purpose at a commercial location, to sell, serve, give away, or distribute; or to cause or permit to be sold, served, given away or distributed or to possess with the intent to sell, serve, permit consumption, give away or distribute; or to solicit or receive orders to sell, serve, give away or distribute.

"Specialty merchandise store" means a retail store located within a commercial center that:

(1) Has at least eighteen thousand square feet of gross floor area;

(2) Has at least eleven thousand five hundred square feet of floor space dedicated to the sale and display of furniture, glassware, kitchenware and other household goods;

(3) Has at least three thousand six hundred square feet of floor space dedicated to the sale and display of gourmet foods and nonalcoholic beverages; and

(4) Maintains an inventory of beer, wine and coolers with a wholesale value of at least twenty-five thousand dollars.

"Supper club" means a restaurant and bar operation with alcoholic beverage sales wherein the bar area is separated from the restaurant area by a barrier sufficient to prevent access to the bar area by minors and the restaurant operation is the principal portion of the business.

"Wedding chapel" means a business establishment that is licensed to perform marriages in accordance with State law.

"Wholesale dealer" or "wholesaler" means a person who sells alcoholic beverages for the purposes of resale.

"Wine" means any alcoholic beverage, other than beer, obtained by the fermentation of the natural contents of fruits or other agricultural products containing natural or added sugar, which contains not more than twenty-two percent of alcohol by volume.

SECTION 2: Title 6, Chapter 50, Section 170, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.170: (A) A package license authorizes the sale, to consumers only and not for resale, of alcoholic beverages, in original sealed or corked containers, for consumption off the premises where the same are sold. **[**; however, on-premises wine, beer, cordial and liqueur tasting is permitted at a liquor store**]** In addition, a liquor store that holds a package license may provide on-premises wine, beer, cordial and liqueur tasting, but only if the licensee also holds a wine, beer, cordial and liqueur tasting license for that location.

(B) Nothing in this Chapter prohibits a minor from entering or remaining in a liquor store that holds a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-19-11
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. 2011-6
(Provides that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-6 , that would provide that the City's regulations pertaining to alcoholic beverages do not prohibit a minor from entering or remaining in a liquor store with a package license as long as the minor is continuously accompanied by the minor's parent or legal guardian.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

Additional shopping option for customers

Direct effects:

See 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:

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: January 19, 2011

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2011-7 – Adopts by reference a Unified Development Code for the City. (TXT-39391, TXT-39392, TXT-39750, DIR-40341) Proposed by: Flinn Fagg, Acting Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will adopt by reference a Unified Development Code, as a replacement for current Title 18 (relating to subdivisions and other land development) and Title 19 (relating to zoning). The preparation of the Unified Development Code has taken into account input received from a customer feedback committee, several public meetings, as well as Planning Commission review. The content and format were presented to the City Council in report form last December.

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. 2011-7
2. Cover Page and Table of Contents
3. Chapters 19.00, 19.02, 19.04, 19.06, 19.08, 19.10
4. Chapters 19.12, 19.14, 19.16, 19.18 and Appendices
5. Letters of Support

BILL NO. 2011-7

ORDINANCE NO. _____

AN ORDINANCE RELATING TO ZONING AND LAND DEVELOPMENT; REPEALING TITLES 18 AND 19 OF THE MUNICIPAL CODE AND ADOPTING BY REFERENCE A UNIFIED DEVELOPMENT CODE, TO BE CONTAINED IN A NEW TITLE 19; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Acting Director of Planning and Development

Summary: Adopts by reference a Unified Development Code for the City.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Titles 18 and 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 2: The Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new title, designated as Title 19, consisting of that certain document entitled "Unified Development Code," which is hereby adopted by reference and by incorporation as a specialized code of the City of Las Vegas. Although not initially published as a physical part of the Municipal Code, the Unified Development Code, as Title 19 of the Municipal Code, shall be considered as part of the Municipal Code and shall be numbered and subdivided accordingly. Copies of the Unified Development Code shall be maintained in the Office of the City Clerk and in the departments charged with its administration and enforcement.

SECTION 3: The provisions of the Unified Development Code, adopted as Title 19 of the Municipal Code, may be amended from time to time by the adoption of an ordinance specifying the amendments to be made. Amendments may be accomplished by the means set forth in Section 2.100(3) of the City Charter. However, because the Unified Development Code is a specialized code capable of adoption by reference, amendments to the Unified Development Code may also be made by any means reasonably calculated to indicate the deletion or repeal of existing language and the addition or substitution of new language.

SECTION 4: Whenever in the Las Vegas Municipal Code there is a reference to a provision of Title 18 or Title 19, the City Council intends for the equivalent or successor provision

set forth in the Unified Development Code (the Title 19 adopted by this Ordinance) to apply, unless the context requires otherwise. In implementing, interpreting and enforcing the provisions of the Municipal Code which make reference to Title 18 or Title 19, the City Manager and City staff are vested with the authority and discretion to determine the intent of the Council and to implement that intent by reference to appropriate provisions of the Unified Development Code, any other provision of the Municipal Code, or any combination thereof.

SECTION 5: The Planning and Development Department is authorized and directed to:

(A) Include the date of the adoption of this Ordinance and its assigned ordinance number within the document referred to in Section 2 at such locations as are designed to reflect that information;

(B) Replace any page within the document that may indicate it is in "draft" form with a final version of that page;

(C) Publish the document in final form; and

(D) File the final document with the City Clerk within three business days following the adoption of this Ordinance.

SECTION 6: This Ordinance shall become effective on May 1, 2011. However, the departments charged with its administration and enforcement 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, convenience and notice to the public and to those affected.

SECTION 7: 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 8: 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 9: 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 1-19-11
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

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to this item can be viewed by referring to the February 2, 2011 City Council meeting, Item 56.

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AIA las vegas
a chapter of the American Institute of Architects

October 11, 2010

City of Las Vegas
Planning & Development
Development Services Center
731 S. Fourth Street
Las Vegas, NV 89101
Attn: Ms. Courtney Mooney, AICP
Urban Design Coordinator, Historic Preservation Officer

Dear Ms. Mooney,

On behalf of the Las Vegas Chapter of the American Institute of Architects, representing approximately 85% of licensed architects practicing in the Las Vegas Valley, we are pleased to add our endorsement to the City's Title 19 Unified Development Code revisions and consolidations for chapters 19.00, 19.12, 19.14 and 19.18. Our support for these chapters is based on:

- The City's movement toward more sustainable community development.
- The City's acceptance of the ideals envisioned by the "AIA 150 Blueprint for America," conceived to inspire communities to come together around architecture, to share ideas for creating and sustaining livable communities. The Blueprint's 10 principles of livable communities: 1) Design on a human scope; 2) Provide choices; 3) Encourage mixed-use development; 4) Preserve urban centers; 5) Vary transportation options; 6) Build vibrant public spaces; 7) Create a neighborhood identity; 8) Protect environmental resources; 9) Conserve landscapes; and 10) "Design matters."
- The City's agreement in the near future to seek specific efficiencies relevant to automobile parking, with the goal of achieving significant reductions in parking ratios for many projects and uses. Such reductions offer myriad community advantages including aesthetic, practical, environmental, sustainability, and economic benefits. These measures will also place the City at the forefront of responsible community design, while potentially presenting a meaningful competitive advantage when compared with other jurisdictions.
- The City's goal within the near future of creating new guidelines for adaptive reuse and infill projects, certain to take a more central role during any meaningful economic recovery. These guidelines will signal a new direction for the valley by encouraging and rewarding responsible use, adaptation and re-tasking of existing buildings, previously thought to beyond their useful lives.
- The City's commitment to regard the subject revisions as living documents, subject to frequent and continuous improvement and modification, with the ultimate goal of creating and supporting more livable communities.

We look forward to working together on future chapter revisions and appreciate the opportunity to comment on these meaningful issues.

Sincerely,

Jim Stroh, AIA, NCARB
Chairman, AIA Las Vegas Codes Committee

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401 South 4th Street, Suite 175, Las Vegas, Nevada 89101
www.aialasvegas.org T 702.895.0936 F 702.895.4417

REGIONAL TRANSPORTATION COMMISSION
RTC
OF SOUTHERN NEVADA
600 S. Grand Central Parkway, Suite 350 • Las Vegas, Nevada 89106-4512 • 702-676-1500 • Fax: 702-676-1518

Jacob L. Snow,
General Manager

July 7, 2010

Margo Wheeler, AICP
Director
Planning & Development
731 South Fourth Street
Las Vegas, Nevada 89101

DEVELOPMENT CODE UPDATE

Dear Ms. Wheeler:

We are pleased to offer our support of the revisions to your Zoning and Subdivision Codes that include development of a Unified Development Code, in particular Chapters 19.02: Subdivision Design, Construction and Improvement Requirements; 19.04: Complete Streets Standards; and 19.08: Commercial and Industrial Districts – Purpose and Development and Design Standards. Having served on the Customer Feedback group, we appreciate the opportunity to have worked with staff and community representatives and are very supportive of the proposed revisions.

Should you have any questions, please contact Polly Carolin, FAICP, at (702) 676-1721 or carolinp@rtcsnv.com.

Sincerely,

Martyn James
Director of Planning Services

cc: Courtney Mooney

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Courtney Mooney

From: Sandie Taylor [sandie@snhba.com]
Sent: Thursday, November 11, 2010 3:18 PM
To: Margo Wheeler
Cc: Joe Pantuso
Subject: Comments on Changes to Title 19

Follow Up Flag: Follow up
Flag Status: Flagged

Southern Nevada Home Builders Association

Margo Wheeler
Planning Director
City of Las Vegas
Las Vegas, NV

Dear Margo:

The Southern Nevada Home Builders Association has participated with city staff representatives from the Planning and Public Works Departments for several months in a review of the proposed changes to Title 19. It has been a positive experience and I want to particularly thank Courtney Mooney, Robert Summerfield and Bart Anderson for their dedication to the process and high level of professionalism in working with the home building community representatives in reviewing many of the complex aspects in the code.

The home building industry in Southern Nevada is committed to adhering to sound planning principals for in the end doing such will benefit not only home buyers, but the community at large. There are outstanding examples of developments in the Las Vegas Valley that reflect a close level of cooperation between planners and home builders.

Let me begin by stating that the web-based interactive nature of the new code will be of great assistance to our builders and their consultants. The detailed linking that is provided throughout the document is a great technological tool that will benefit your customers and staff.

During the course of our review process, we have brought to the attention of staff aspects of the code that are of concern to the home building industry. The first of those was the initial high level of connectivity for new developments at an index of 1.5. We noted that by adopting such a level would all but eliminate the possibility of desired the cul-de-sac configurations in developments. We are pleased that the city recognized that such a high level of connectivity will result in the reduction of various amenities new home buyers seek. By agreeing to reduce the connectivity index to 1.3, staff displayed a willingness to work with developers. An index level of 1.3 provides for more connection within and between developments than currently exists, yet allows some of the desired features of a community such as the selective use of cul-de sacs and improved safety to residents.

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NOV 11 2010

To achieve this lower level of connectivity it was agreed that pedestrian connections may be counted toward achieving the level stated level.

We worked with staff to come to some level of agreement on the matter of reductions in asphalt pavement for 47' streets. Additionally, we appreciate the city's effort to off set the costs of landscaping and additional paving at the periphery of developments in an amenity zone by reducing the Open Space requirements within a development. Nevertheless, this tradeoff in terms of equalizing costs may work for only some projects.

The portion of the code that still remains very troublesome for the building community is the policy which requires a ridged plan of minor collector streets at 1,320' intervals. This requirement could directly affect the economic feasibility of a project. Even with adjustment in levels of connectivity and the other adjustments that have been made in the code to date, this requirement would still be very burdensome from a cost perspective.

While many new concepts may be desirable for the city's agencies, it is the home buying public we must please. The home buying public is highly desirous of cul-de-sacs, less intersections, controlled traffic; a separation of land uses and in many cases privacy for their communities.

The SNHBA will support the adoption of this code if there are changes made in the section dealing with the Complete Street Policy--specifically the requirement for 60' minor collector streets at ¼ mile intervals. SNHBA stands ready to discuss further this aspect of the code that remains troublesome and welcomes the opportunity to continue to work with City staff.

Irene Porter

Irene Porter
Executive Director
SNHBA

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City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-8 – Amends the zoning provisions governing the computation of time to treat days that the City's offices are officially closed to the public the same as Saturdays, Sundays and holidays. (TXT-40266) Proposed by: Flinn Fagg, Acting Director of Planning and Development

Fiscal Impact

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

PURPOSE/BACKGROUND:
Current zoning regulations that govern the computation of time within which certain acts must be performed exclude from consideration Saturdays, Sundays and holidays. This bill will add to that list any day that the City's principal administrative offices are officially closed to the public. The primary intent is to adjust to the fact that the City's principal offices are closed on Fridays.

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. 2011-8

BILL NO. 2011-8

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ZONING PROVISIONS GOVERNING THE COMPUTATION OF TIME TO TREAT DAYS THAT THE CITY'S OFFICES ARE OFFICIALLY CLOSED TO THE PUBLIC THE SAME AS SATURDAYS, SUNDAYS AND HOLIDAYS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Acting Director of Planning and Development

Summary: Amends the zoning provisions governing the computation of time to treat days that the City's offices are officially closed to the public the same as Saturdays, Sundays and holidays.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 00, Section 60, Subsection (D), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(D) Computation of Time. The time within which an act is to be performed shall be computed by excluding the first day and including the last day. If the last day is a Saturday, Sunday, [or] legal holiday, or other day on which the City's principal administrative offices are officially closed to the public, that day shall be excluded. The following time-related words shall have the meanings ascribed below:

"Day" means a calendar day unless otherwise stated.

"Week" means seven calendar days.

"Month" means one calendar month.

"Year" means a calendar year, unless a fiscal year is indicated.

SECTION 2: For purposes of Section 2.100(3) of the City Charter, LVMC 19.00.060 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 _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-2-11
_____
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

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
NEW BILL:

Bill No. 2011-9 – Adds a number of specific licensing categories to the City's business licensing regulations. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will add a number of specific licensing categories to the City's business licensing regulations, namely, corporate administrative office space, fulfillment center, affiliate company software developer, sales-related call center, and internet retailer. The new categories reflect the City's desire to attract and retain these types of businesses.

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. 2011-9
2. Business Impact Statement

BILL NO. 2011-9

ORDINANCE NO. _____

AN ORDINANCE TO ADD A NUMBER OF SPECIFIC LICENSING CATEGORIES TO THE CITY'S BUSINESS LICENSING REGULATIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Adds a number of specific licensing categories to the City's business licensing regulations.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 4, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.040: Businesses or business locations within the following licensing categories shall pay a one hundred dollars annual business license fee, as set forth below:

Administrative office space, which is an office location in which specific administrative functions of a business are conducted apart from the primary business location.

Corporate administrative office space, which is an office location in which centralized administrative functions are conducted on behalf of affiliated business entities, whether the business operations of those entities are conducted at that location or elsewhere.

Lawn and landscape maintenance, which is any business that provides lawn or landscape maintenance but is not required to have a State contractor's license.

Motor transportation service, which is any person who provides passenger transportation service for hire, excluding a taxi service. An applicant for this license must furnish a certificate of public convenience and necessity from the Transportation Services Authority in accordance with NRS Chapter 706, or evidence of exemption from the certificate requirement. The fee amount shall be charged for each vehicle operated as part of the business, except that any vehicle which is devoted exclusively to public transportation as designated by a local government within Clark County is exempt from the license fee requirement.

Public bus service, which is any person who operates a privately owned bus service for the purpose of transporting members of the general public from place to place within the City. The fee

amount shall be charged for each bus used in the transportation service. Before a license application may be approved by the City Council, the applicant must file with the City Clerk a map designating the proposed service routes, and must meet all Transportation Service Authority requirements.

Sightseeing bus or limousine service, which is any person who operates a transportation service utilizing buses or limousines to transport passengers for hire, but which is not operated over fixed routes or between pre-established points. The fee amount shall be charged for each vehicle used in the transportation service. An applicant for this license must furnish a certificate of public convenience and necessity from the Transportation Services Authority, as obtained in accordance with NRS Chapter 706.

Skating rink, which is any business that offers to the public for a fee the use of any facility, regardless of surface type, for the purpose of skating. The term "skating" includes roller skating, ice skating or any other type or form of skating or skateboarding.

Travel and ticket agency, which is any person in the business of purchasing and reserving hotel accommodations, transportation, show tickets, entertainment or other vacation incidentals for tourists or other persons. The category does not include any person who furnishes reservations or tickets exclusively for services in an establishment owned by that person.

Truck rental agency, which is any business that offers trucks for rent. The fee amount shall be charged for each truck available for rental.

SECTION 2: Title 6, Chapter 4, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.04.060: Businesses within the following licensing categories shall pay a two hundred dollars annual business license fee, as set forth below:

Adult day care facility, which is an establishment operated and maintained to provide care, for not more than twelve hours at a time, on a temporary or permanent basis for aged or infirm persons.

Advertising or marketing service, which is any business engaged in the act of designing, producing and disseminating information to the general public, including public relations activities on behalf of persons or businesses.

Auto broker, which is any person who, for a fee or any other consideration, offers to provide to another person the service of arranging, negotiating or assisting in the purchase of a new or used vehicle which has not been registered by the broker.

Automobile leasing, which is any business that leases automobiles or any other kind of motor vehicle that is required to be licensed by the Department of Motor Vehicles and Public Safety.

Babysitting service, which is any business whose employees are sent to a home or lodging establishment to care for one or more children who reside there. Each principal of the business and each employee that provides care must obtain a work card pursuant to LVMC Chapter 6.86 and a health card pursuant to regulations of the Health District.

Bail agent or bail enforcement agent, which is any person who is authorized, employed or contracted by a surety or bail agent to do any of the following:

(A) Solicit bail transactions;

(B) Execute or countersign undertakings of bail;

(C) Pledge currency, money orders or cashier's checks as security for a bail bond in connection with judicial proceedings and receive or be promised money or other things of value therefor;

(D) Enforce the terms and conditions of a defendant's release from custody on bail in a criminal proceeding; or

(E) Locate, apprehend, or surrender a defendant to custody. Each bail agent and bail enforcement agent is required to have an appropriate State license issued in accordance with NRS Chapter 697 before doing business in the City.

Body piercing, which is any business that pierces the skin for the purpose of inserting rings, loops, studs or other implements, or which engages in the sale of those items for use in connection with body piercing.

Environmental analysis, which is any business that tests or analyzes the quality or content of soil, water, atmosphere, or other elements related to the environment.

Health and fitness club, which is any business that is open to the general public and that provides the use of equipment or facilities for the maintenance or development of physical fitness or

the control of weight.

Insurance adjuster, which is any person who is licensed or required to be licensed as an adjuster under NRS Chapter 684A and who receives compensation for acting as an adjuster, whether acting as an owner, officer, associate, member or employee of a business.

Insurance agency, which is any business whose agents, brokers, or adjusters transact insurance subject to the regulations of NRS 679A. The license fee for this category includes the first agent, broker or adjuster who otherwise would be required to be pay a license fee under this Section as a sales or service agent or representative.

Managed health care organization, which is any person who provides, arranges, pays for, or reimburses for the provision of any element of health care services and who controls the amounts to be paid to health care providers by a managed care program.

Management or consulting service, which is any person or firm that conducts budgeting, management counseling, consulting service or promoting for another.

Merchandise broker, which is any person who acts as an agent for others in negotiating contracts, purchases, the sale of goods, wares or services and who does not take physical possession of the merchandise.

Photography business, which is any business that takes photographs for eventual sale to a client or customer of the business.

Remote motor vehicle rental, which is an automobile ticket rental agency or transportation rental agency location with no vehicles on site.

Residential home care provider, which is any person who provides or contracts to provide medical supervision, general care, nursing or housekeeping services to the sick, injured or dependent within a home setting, whether on a temporary or permanent basis.

Sales or service agent or representative, which is any person who sells, solicits, negotiates, offers or performs on behalf of another person the transaction of any instrument or finance related service, including but not limited to insurance, financial or investment advice, securities or similar activities, whether the instrument or service is in possession of the agent or representative and whether the agent or representative is an employee or under contract to perform these activities.

Wire service, which is any person who engages in the business of transmitting or receiving funds by means of a communication system in which the transmission and reception stations are directly connected by one or more telephones or computers.

Youth employment organization, which is any for-profit or nonprofit organization whose primary purpose is to hire minors to sell a product or service, either door-to-door or at a fixed location. Principals of an organization must obtain a work card pursuant to LVMC Chapter 6.86. Each organization must comply with State Labor Commission regulations and must first obtain the written consent of the parent or legal guardian of each minor before they are hired.

SECTION 3: Title 6, Chapter 4, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto the new sections, designated respectively as Section 153, 155 and 157, reading as follows:

6.04.153: Subject to the provisions of Subsections (D) and (E) of LVMC 6.02.150, businesses within the following licensing category shall pay a three thousand dollars annual business license fee, as set forth below:

Fulfillment center, which is a business whose services include without limitation the fulfillment of orders placed directly by a customer or by an affiliate company, whether such orders are placed by means of mail, fax, email, telephone or an internet transaction. The license fee for this category includes all sales-related activities.

6.04.155: Subject to the provisions of Subsections (D) and (E) of LVMC 6.02.150, businesses within the following licensing categories shall pay a four thousand dollars annual business license fee, as set forth below:

Affiliate company software developer, which is a business that provides information technology services and/or a technology platform for its corporate affiliates, including without limitation (1) the development of websites, applications, e-commerce, digital assets, and 2) domain name management.

Sales-related call center, which is a business that is designed, equipped and used to:

(A) Handle a large volume of telephone calls pertaining to orders for goods that are placed by telephone or through an Internet website; and

(B) Forward such orders directly to a merchant or fulfillment center to complete such transactions.

If a call center has more than one business location in the City, an additional fee shall be charged for each such location. If a call center operates on behalf of more than one trade name, an additional fee shall be charged for each additional trade name on whose behalf the call center operates. The license fee for this category includes all sales-related activities.

6.04.157: Subject to the provisions of Subsections (D) and (E) of LVMC 6.02.150, businesses within the following licensing category shall pay a five thousand dollars annual business license fee, as set forth below:

Internet retailer, which is any business that sells tangible personal property, digital goods or services primarily over the Internet, and has no walk-in retail sales or services. The license fee for this category includes all sales- and service-related activities.

SECTION 4: Title 6, Chapter 2, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.010: Unless the context otherwise requires, the scope of all words in this Title shall be liberally construed in order to effectuate the purposes of this Title. In particular, the following words shall have the meaning ascribed to them as follows:

"Applicant" means any person who has applied for a City business license, approval of suitability, work card or any permit.

"Business" means any business, commercial enterprise, trade, occupation, calling, profession, vocation or activity engaged in, conducted, carried on, advertised or marketed, by any person, his agent or employee for the purpose of gain, benefit or advantage, either direct or indirect.

"Department" means the Department of [Finance and Business Services.] Planning.

"Director" means the Director of the Department of [Finance and Business Services] Planning and those persons authorized [by him to act in his] to act in the Director's behalf.

"Employee" means any person who performs services for another for hire, salary, wages or any other kind of compensation, whether or not the services are casual, temporary or permanent, and whether or not the contract of service is express or implied, oral or written.

"Establishment" means any business conducted in or upon any premises, and includes any buildings, improvements, equipment and facilities used or maintained in connection with such business.

"Gross sales/gross revenues," as used in connection with the determination of license taxes, means the total amount of the sale price of all goods sold, the total amount charged or received for the performance of any act, service or employment, of whatever nature it may be, whether or not such service, act or employment is performed as part of or in connection with the sale of goods, wares or merchandise for which a charge is made or credit allowed, including all receipts, cash, credits or property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property of any kind, any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of property sold, cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever.

(A) The term gross sales/gross revenue shall not include:

(1) Cash discounts which are allowed or taken on sales/revenue;

(2) Over-allowance on trade-ins of used merchandise, cars or goods which are received in trade for the purchase of new merchandise, cars or goods. For purposes of this definition, "over-allowance" means the amount which is allowed on any trade-in which is in excess of the actual sale price of the trade-in by the dealer, whether that sale is wholesale, retail or at auction. In order for a dealer of new merchandise, cars or goods to substantiate deductions for over-allowances, a separate general ledger account must be maintained which accumulates the total over-allowances. This account must be supported by a cash receipt journal or similar journal which summarizes the daily transactions. Each daily entry must be supported by the original contract which clearly substantiates the difference between the actual sales price and the allowance which is given to the customer on the trade-in;

(3) Inventory transfers between dealers of new merchandise, cars or goods and their wholly owned leasing companies, wherein no profit is involved. In order for a dealer of new merchandise, cars or goods to substantiate deductions for inventory transfers, a separate account must

be maintained in the general ledger for all merchandise, cars or goods which are transferred to its wholly owned leasing company. These transactions must be traceable to a cash receipt journal or similar journal which summarizes daily transactions. Each daily entry must be supported by paperwork which legally transfers the new merchandise, car or goods to the leasing company; [and]

(4) Any tax on fuel or retail sales that is collected by the seller[.] ; and

(5) Any charge between a purchaser and seller where, at the time a license fee is due, the purchaser and seller are related entities as defined in Section 267 of the Internal Revenue Code.

"Health District" means the Southern Nevada Health District.

"License" means permission granted by the licensing authority to engage in the business for which the license is issued.

"Licensee" means any person to whom a valid license has been issued pursuant to this Title.

"License fee" or "license tax" means any money required by law to be paid to obtain, renew or maintain a license.

"Metro" means the Las Vegas Metropolitan Police Department.

"Person" includes any association, corporation, firm, partnership, trust or other form of business or social association or organization, as well as a natural person and the estate of a natural person.

"Personal representative" means any person authorized to act on behalf of the estate of a natural person.

"Premises" means land together with all buildings, appurtenances, improvements, parking areas and personal property located thereon.

"Principal" means:

(A) Any person who is an officer, director, trustee, personal representative or general partner or who has an ownership interest in or voting control of the business equal to or greater than ten percent of the entire ownership of voting control of such business. If the ownership interest or voting control is held by a person other than an individual, then each officer, director, trustee, personal representative or general partner of such person is a principal;

(B) Any person who is or will be directly engaged in the administration or supervision of the business; and

(C) Any other person if, in the Director's opinion, the person exercises, or is capable of exercising, significant influence over the business.

"Professional" means a person who:

(A) Holds a license, certificate, registration, permit or similar type of authorization issued by a State regulatory body as defined in NRS 622.060, or who is regulated pursuant to the Nevada Supreme Court Rules; and

(B) Practices his or her profession for any type of compensation as an employee. The term "employee" for the purposes of this definition includes an owner, sole proprietor, member, partner or associate of a professional business.

"Professional business" means a business which:

(A) Holds itself out as offering services regarding one or more of the professions regulated by a State regulatory body as defined in NRS 622.060 or by Nevada Supreme Court Rules; and

(B) Employs one or more professionals to provide such services.

"Valid unexpired license" means a license that has not been suspended or revoked before its expiration date.

SECTION 5: Title 6, Chapter 2, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.02.150: (A) Separate licenses or permits must be obtained for each branch establishment or separate place of business, whether the activity is intended to be permanent or temporary.

(B) Except as otherwise provided in this Section or with respect to a specific license category established under this Title:

(1) A license must be obtained for every class and type of business in this Code specified, even though several classes or types of business may be operated by the same person and at the same place of business[.]; and

(2) The license fee applicable to each type or class must be paid, whether

the fee is based on gross sales pursuant to LVMC 6.04.005 or is a semiannual or annual fixed license fee established elsewhere in this Code.

(C) A person conducting several classes or types of businesses, each of which is required by LVMC 6.04.005 to pay a license fee on the basis of gross sales, at the same location and under the same business name, shall, unless otherwise directed by the Director, apply for and obtain only one license.

(D) A person who falls within a license category described in Subsection (E) shall be subject to the gross sales license fee described in LVMC 6.04.005 unless, for one or more future licensing periods, the person elects to pay the fixed annual license fee established in the applicable Code section described in Subsection (E). As deemed appropriate, the Director shall establish deadlines, procedures and other requirements for making the election described in this Subsection.

(E) The following license categories are subject to the election provisions of Subsection (D):

(1) Corporate administrative office space, as described in LVMC 6.04.040.

(2) Fulfillment center, as described in LVMC 6.04.153.

(3) Affiliate company software developer or sales-related call center, as described in LVMC 6.04.155.

(4) Internet retailer, as described in LVMC 6.04.157.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is

required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 8: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-8-11
_____
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. 2011-9
(Adds a number of specific licensing categories to the City's business licensing regulations)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-9, that would add a number of specific licensing categories to the City's business licensing regulations.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Not applicable

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None

Beneficial effects:

Availability of additional licensing categories

Direct effects:

Availability of additional licensing categories

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. The fee categories created are fixed fees rather than the gross-sales type of fee that otherwise would apply

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. See #5 above

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: February 8, 2011

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: CITY ATTORNEY
DIRECTOR: BRADFORD R. JERBIC ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing to determine the advisability of granting a telecommunications service franchise to tw telecom of nevada, llc, pursuant to the purpose, character, term, time and conditions of the proposed franchise agreement - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City has been requested to grant to tw telecom of nevada llc (tw telecom) a franchise permitting tw telecom's use of City rights-of-way for the installation and operation of facilities to provide telecommunications service within the City. The franchise will replace a 1996 franchise agreement entered into with one of tw telecom's predecessors-in-interest. Bill No. 2011-3 will grant a franchise for ten years, with an option to renew for five years. The terms of the franchise agreement are consistent with those contained in the previous agreement and with similar franchise agreements.

RECOMMENDATION:
Public hearing only; no action required

BACKUP DOCUMENTATION:
Resolution and Notice (approved at the January 19. 2011, City Council meeting)

RESOLUTION AND NOTICE REGARDING THE GRANTING OF A TELECOMMUNICATIONS SERVICE FRANCHISE TO TW TELECOM OF NEVADA LLC, SETTING THE PURPOSE, CHARACTER, TERM AND CONDITIONS OF THE PROPOSED FRANCHISE AND SETTING A PUBLIC HEARING ON THE ADVISABILITY OF GRANTING THE PROPOSED FRANCHISE

WHEREAS, the CITY OF LAS VEGAS (CITY), is desirous of providing its residents the opportunity to receive telecommunications service; and

WHEREAS, tw telecom of nevada llc (tw telecom) is a limited liability company organized and existing under the laws of the State of Delaware, is authorized to do business in the State of Nevada, and was created for the purpose of providing a telecommunications service; and

WHEREAS, tw telecom has requested the CITY to grant it a franchise permitting the installation, operation and maintenance of a telecommunications service within the corporate limits of the CITY; and

WHEREAS, there exists a need to ensure that the installation, operation and maintenance of a telecommunications service within the corporate limits of the CITY is conducted in a manner which will not interfere with the public's use of improved or unimproved public ways, highways, streets, avenues and alleys now or hereafter existing; and

WHEREAS, in response to tw telecom's request for franchise, a proposed Franchise Agreement between the CITY and tw telecom has been prepared granting the necessary permission and authority to tw telecom to utilize the various improved or unimproved public ways (excluding railroad rights-of-way), highways, streets, avenues and alleys, now or hereafter existing, for purposes of installing, operating and maintaining its telecommunications service.

NOW, THEREFORE, pursuant to the requirements of Section 7.050 of the Las Vegas Charter, IT IS HEREBY ACKNOWLEDGED, DETERMINED AND RESOLVED, by the City Council of the City of Las Vegas, Nevada, as follows:

1. That tw telecom has requested the CITY that a franchise be granted to tw telecom for the purpose of installing, operating and maintaining a telecommunications service within the corporate boundaries of the CITY.

2. That the purpose, character, terms, time and conditions of the franchise that the CITY proposes to grant to tw telecom in response to such request to install, operate and maintain a

telecommunications service in, upon, along, across, above, over and under the public ways (excluding railroad rights-of-way), highways, streets, avenues and alleys within the corporate boundaries of the CITY for a ten (10) year term, with a five (5) year extension under the same terms and conditions upon request of tw telecom is fully set forth in the proposed Franchise Agreement on file in the Office of the City Clerk of the City of Las Vegas, Nevada, which proposed Franchise Agreement is available for inspection by members of the public. For purposes of Section 7.050 of the City Charter, the proposed Franchise Agreement is, by this reference, incorporated herein and made a part of this Resolution and Notice.

3. That a public hearing be, and it hereby is, set for Wednesday, the 16th day of February, 2011, in the City Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, at the hour of 1:00 p.m., for the purpose of hearing any objections or protests made by any person to the granting of a franchise to tw telecom pursuant to the proposed Franchise Agreement.

4. That all interested persons shall have, and they are hereby given, the right to appear and be heard on the question of the advisability of granting a telecommunications service franchise pursuant to the proposed Franchise Agreement to tw telecom at the place, date and hour specified for the public hearing in paragraph 3 of this Resolution and Notice, or at any subsequent time to which said public hearing may be adjourned.

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5. That the notice provided by this Resolution and Notice is reasonably calculated to inform each interested person of his or her opportunity to appear and be heard on the question of the granting of a telecommunications service franchise pursuant to the proposed Franchise Agreement, and that the City Clerk therefore, be, and she hereby is, authorized, empowered and directed to cause a copy of this Resolution and Notice to be published in full in the issues of the Las Vegas Review Journal published on the 26th day of January, 2011, and the 2nd day of February, 2011.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2011.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 1-5-11
Date

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

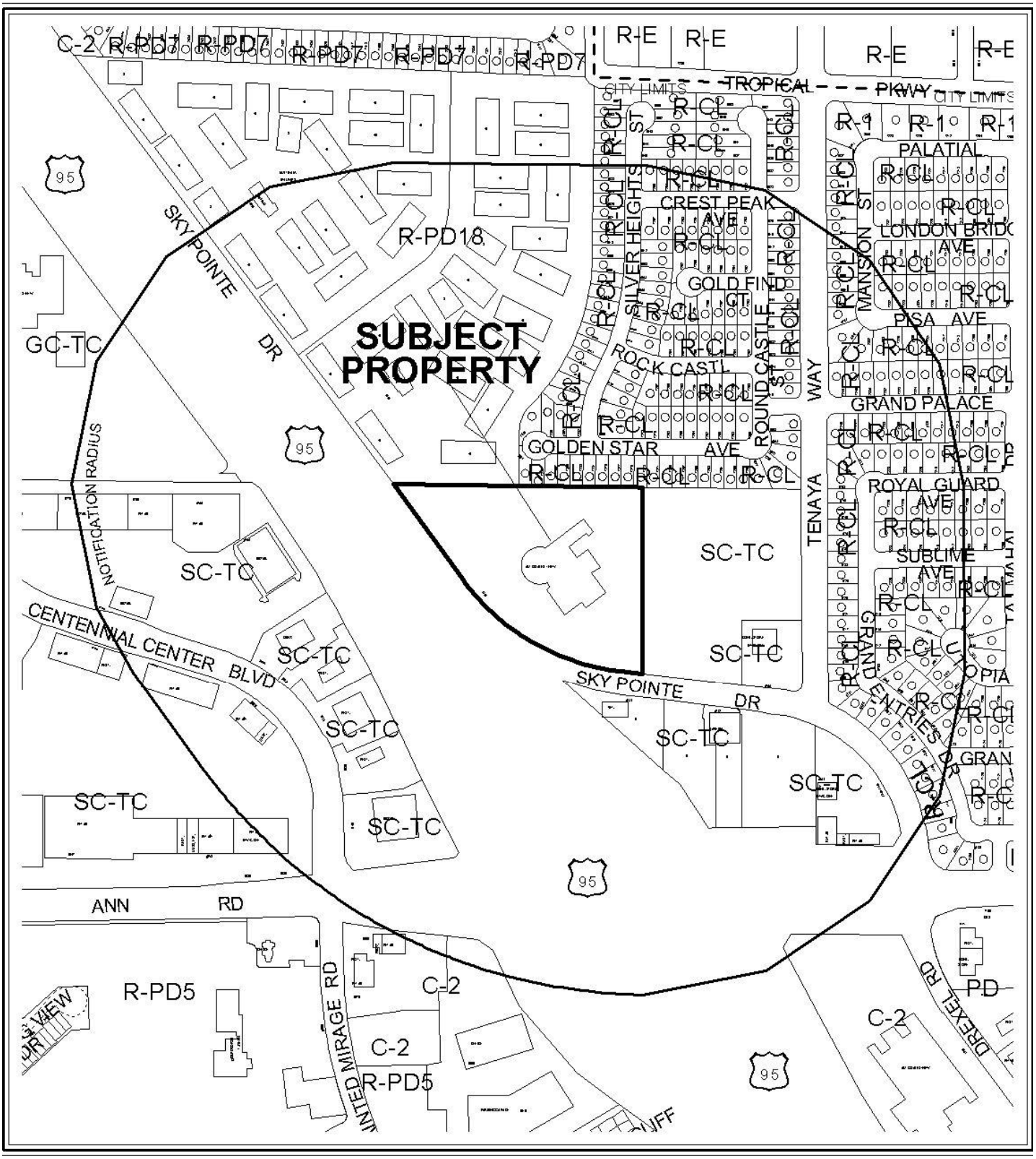
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-40646 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - Request for an Extension of Time OF A NON-CONFORMING USE FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter



0 300 600 Feet

CASE: **EOT-40646**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE

[SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]



0 300 600 Feet

CASE: **EOT-40646**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE

[SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GARDEN CITY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40646	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40646 CONDITIONS

Planning and Development

1. This request for an Extension of Time of a Non-Conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive shall expire on February 16, 2012 unless another extension of time request is approved by City Council.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Automobile Dealership within the Town Center zoning district at 5750 Sky Pointe Drive. On January 8, 2010, business license A16-01272 for an Automobile Dealership was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/96	The City Council approved a request for an Aesthetic Review (AR-22-96) on property located on the east side of Rancho Road, north of Ann Road for a proposed 43,134 square-foot Auto Dealership. The Planning Commission recommended approval.
10/27/97	The City Council approved a request for Rezoning (Z-0088-97) from R-E (Residence Estates) to C-2 (General Commercial) located at 5750 Sky Pointe Drive. The Planning Commission recommended approval.
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) on property located within the area designated Town Center on the northwest amendment to the General Plan from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center). The Planning Commission recommended approval.
07/26/00	The Planning Commission approved a request for an Administrative Site Development Plan Review [Z-0076-98(8)] on property located approximately 1,320 feet west of US 95 and 1,320 feet south of Centennial Parkway to allow a proposed Auto Dealership.
05/09/02	The Planning Commission approved a request for a Site Development Plan Review and a reduction in the amount of required perimeter and parking lot landscaping [Z-0076-98(32)] for a proposed 48,562 square foot new Auto Dealership on 7.11 acres located adjacent to the west side of Centennial Center Boulevard, approximately 2,400 feet north of Tropical Parkway.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/27/02	The Planning Commission approved a request for a Site Development Plan Review [Z-0076-98(33)] for a new Auto Dealership on 3.99 acres located adjacent to the northwest corner of Centennial Center Boulevard and Oso Blanca Road.
06/05/07	The Town Center Architectural Design Committee approved a request for a Master Sign Plan (ARC-22217) for an approved Auto Dealership at 5750 Sky Point Drive.

Most Recent Change of Ownership	
12/02/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no active building permits or business licenses for the subject site.

Pre-Application Meeting
A pre-application 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	7.04

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Building	SC-TC (Service Commercial - Town Center)	T-C (Town Center)
North	Single-Family and Multi-Family Residences	ML (Medium-Low Density Residential)	Single Family Compact-Lot and RPD18 (Residential Planned Development- 18 Units Per Acre)

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Right-of-Way (95 Freeway)	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Convenience Store and Undeveloped Land	SC-TC (Service Commercial- Town Center)	T-C (Town Center)
West	Right-of-Way (95 Freeway)	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The automobile dealership is considered a non-conforming use within the SC-TC (Service Commercial- Town Center) zoning district as the use pre-dates the creation of Town Center regulations and standards. On January 8, 2010, business license A16-01272 for the existing Automobile Dealership at 5750 Sky Pointe Drive was classified as out of business with no subsequent licenses applied for at the subject site. In accordance with Bill 2010-40, Ordinance 6114, the owner of property deemed abandoned for a period of time greater than the applicable abandonment period may request the abandonment period extended through an Extension of Time application. A public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant cites Chrysler Corporation's revoking the dealership as part of a bankruptcy, and poor economic conditions in the area as reasons for the requested extension of time. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety and welfare and falls within the intent of Bill 2010-10, staff recommends approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 246 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40646** APN: 125-27-402-005 RT

Name of Property Owner: Garden City LLC

Name of Applicant: Renaldo M. Tiberti

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: Renaldo Tiberti

Print Name: Renaldo Tiberti

Subscribed and sworn before me

This 6th day of January, 2011

Ronetta Ralston

Notary Public in and for said County and State

NOTARY PUBLIC
RONETTA RALSTON
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 12, 2014
No: 10-1899-1

RECEIVED
JAN 06 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 5750 Sky Pointe Drive

Project Name United Dodgeland **Proposed Use** New Car Sales

Assessor's Parcel #(s) 125-27-402-005 RS **Ward #** _____

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 7.5 **Lots/Units** N/A **Density** N/A

Additional Information Closed Auto Dealership

PROPERTY OWNER Garden City LLC **Contact** Renaldo M. Tiberti

Address 1806 Industrial Road **Phone:** 248-4000 **Fax:** 382-5361

City Las Vegas **State** NV **Zip** 89102

E-mail Address rmt@tiberti.com

APPLICANT Garden City LLC **Contact** Renaldo M. Tiberti

Address 1806 Industrial Road **Phone:** 248-4000 **Fax:** 382-5361

City Las Vegas **State** NV **Zip** 89102

E-mail Address rmt@tiberti.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Renaldo Tiberti

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Renaldo Tiberti

Subscribed and sworn before me

This 6th day of January, 20 11.

Ronetta Ralston

Notary Public in and for said County and State

NOTARY PUBLIC
RONETTA RALSTON
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 12, 2014
No: 10-1899-1

FOR DEPARTMENT USE ONLY

Case #	EOT-40646
Meeting Date:	2-16-11
Total Fee:	800.00
Date Received:*	1-6-11
Received By:	JFmd

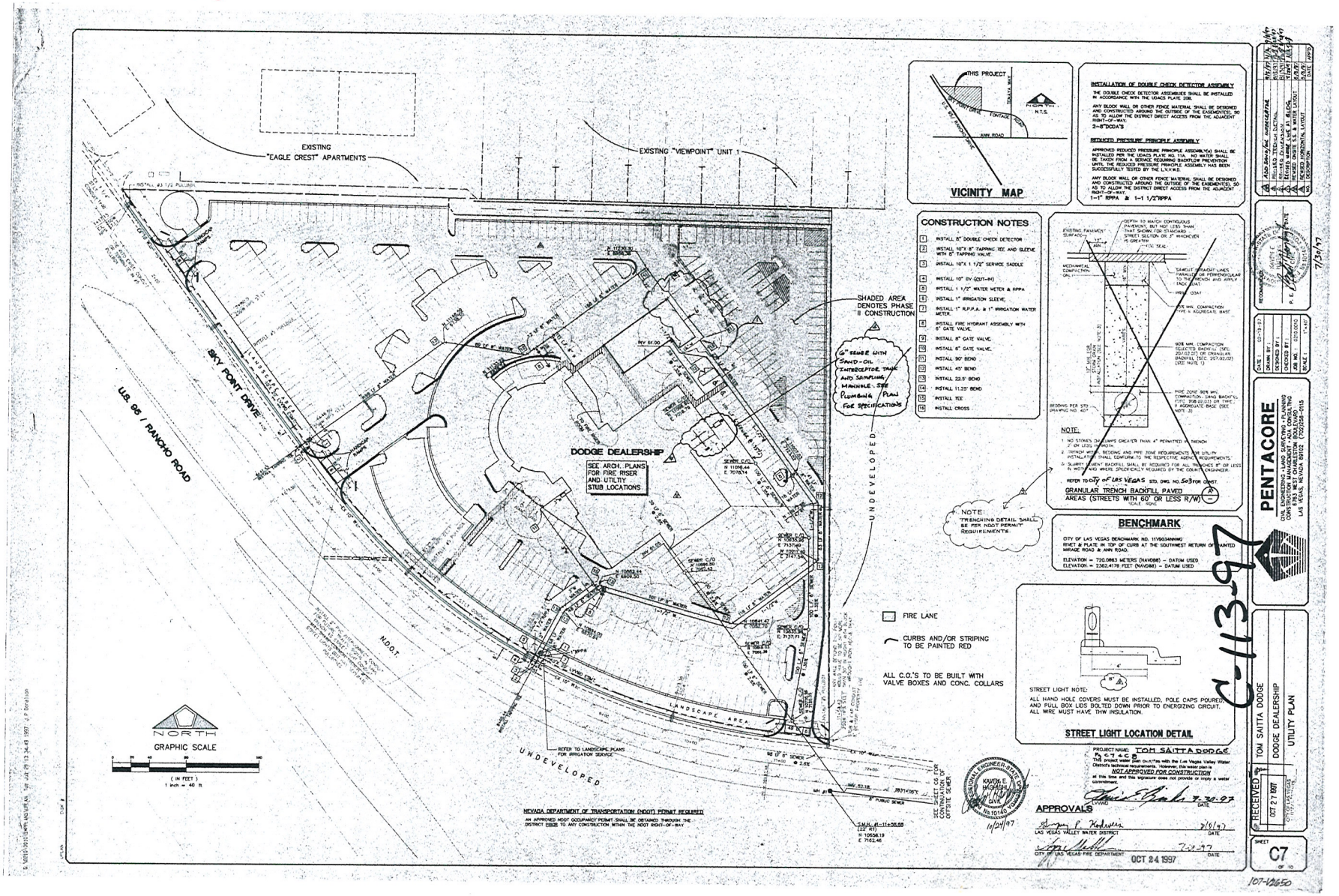
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
JAN 06 2011

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

RECEIVED
JAN 06 2011



VICINITY MAP

INSTALLATION OF DOUBLE CHECK DETECTOR ASSEMBLY

THE DOUBLE CHECK DETECTOR ASSEMBLIES SHALL BE INSTALLED IN ACCORDANCE WITH THE UOACS PLATE 208.

ANY BLOCK WALL OR OTHER FENCE MATERIAL SHALL BE DESIGNED AND CONSTRUCTED AROUND THE OUTSIDE OF THE EASEMENTS, SO AS TO ALLOW THE DISTRICT DIRECT ACCESS FROM THE ADJACENT RIGHT-OF-WAY.

2-8"DCDA'S

REDUCED PRESSURE PRINCIPLE ASSEMBLY

APPROVED REDUCED PRESSURE PRINCIPLE ASSEMBLY(A) SHALL BE INSTALLED PER THE UOACS PLATE NO. 113. NO WATER SHALL BE TAKEN FROM A SERVICE REQUIRING BACKFLOW PREVENTION UNTIL THE REDUCED PRESSURE PRINCIPLE ASSEMBLY HAS BEEN SUCCESSFULLY TESTED BY THE LVVWD.

ANY BLOCK WALL OR OTHER FENCE MATERIAL SHALL BE DESIGNED AND CONSTRUCTED AROUND THE OUTSIDE OF THE EASEMENTS, SO AS TO ALLOW THE DISTRICT DIRECT ACCESS FROM THE ADJACENT RIGHT-OF-WAY.

1-1" RPPA & 1-1 1/2"RPPA

CONSTRUCTION NOTES

1. INSTALL 8" DOUBLE CHECK DETECTOR
2. INSTALL 10"X 8" TAPPING TEE AND SLEEVE WITH 8" TAPPING VALVE
3. INSTALL 10"X 1 1/2" SERVICE SADDLE
4. INSTALL 10" DV (CUT-IN)
5. INSTALL 1 1/2" WATER METER & RPPA
6. INSTALL 1" IRRIGATION SLEEVE
7. INSTALL 1" R.P.P.A. & 1" IRRIGATION WATER METER.
8. INSTALL FIRE HYDRANT ASSEMBLY WITH 6" GATE VALVE.
9. INSTALL 8" GATE VALVE.
10. INSTALL 6" GATE VALVE.
11. INSTALL 90° BEND
12. INSTALL 45° BEND
13. INSTALL 22.5° BEND
14. INSTALL 11.25° BEND
15. INSTALL TEE
16. INSTALL CROSS

6" SEWER WITH SAND-OIL INTERCEPTOR TRAP AND SAMPLING MANHOLE. SEE PLUMBING PLAN FOR SPECIFICATIONS

NOTE:
1. NO STONES OR LUMPS GREATER THAN 4" PERMITTED IN TRENCH 2' OR LESS) WIDTH.
2. TRENCH WIDTH, BEDDING AND PIPE ZONE REQUIREMENTS FOR UTILITY INSTALLATIONS SHALL CONFORM TO THE RESPECTIVE AGENCY REQUIREMENTS.
3. SLURRY CEMENT BACKFILL SHALL BE REQUIRED FOR ALL TRENCHES 8" OR LESS IN WIDTH AND WHERE SPECIFICALLY REQUIRED BY THE COUNTY ENGINEER.

REFER TO CITY OF LAS VEGAS STD. DWG NO. 502 FOR CONST.

GRANULAR TRENCH BACKFILL PAVED AREAS (STREETS WITH 60' OR LESS R/W)

NOTE:
TRENCHING DETAIL SHALL BE PER NDOT PERMIT REQUIREMENTS.

BENCHMARK

CITY OF LAS VEGAS BENCHMARK NO. 11V903ANNWG
RIVET & PLATE IN TOP OF CURB AT THE SOUTHWEST RETURN OF PAINTED MIRAGE ROAD & ANN ROAD.

ELEVATION = 720.0863 METERS (NAVD88) – DATUM USED
ELEVATION = 2362.4178 FEET (NAVD88) – DATUM USED

STREET LIGHT NOTE:
ALL HAND HOLE COVERS MUST BE INSTALLED, POLE CAPS POURED AND PULL BOX LIDS BOLTED DOWN PRIOR TO ENERGIZING CIRCUIT. ALL WIRE MUST HAVE THW INSULATION.

STREET LIGHT LOCATION DETAIL

PROJECT NAME: TOM SAITTA DODGE
D.C.T.#C.S.
This project water plan do/es not conform with the Las Vegas Valley Water District's technical requirements. However, this water plan is NOT APPROVED FOR CONSTRUCTION at this time and this signature does not provide or imply a water commitment.

APPROVALS

LAS VEGAS VALLEY WATER DISTRICT — DATE 7-30-97
CITY OF LAS VEGAS FIRE DEPARTMENT — DATE 7/16/97
OCT 24 1997

KAWEH E. HASHEMI — NEVADA ENGINEER — No. 10140 — 10/24/97

NO.	DESCRIPTION	DATE	APPD
1	ADD BACKFLOW INFORMATION	10/17/97	
2	REVISED STORM DETAIL	10/17/97	
3	REVISED WATER LINE AT BLDG.	10/17/97	
4	REVISED WATER & SEWER LAYOUT	8/8/97	
5	REVISED UTILITY LAYOUT	7/30/97	

REVISED — 7/30/97 — P.E.

DATE: 05-13-97
DRAWN BY: J.P.
REVISED BY:
CHECKED BY:
JOB NO.: 0250.000
SCALE: 1"=40'

PENTACORE
THE DOMINION LAND SURVEYING CONSTRUCTION MANAGEMENT PLANNING
8783 W. SAHARA AVENUE, LAS VEGAS, NEVADA 89117 (702)341-0115

RECEIVED
OCT 27 1997
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

TOM SAITTA DODGE
DODGE DEALERSHIP
UTILITY PLAN

SHEET C7 OF 10

107-12650

C-113-97

EOT-40646

TIBERTI MANAGEMENT
COMPANY

January 3, 2011

Doug Rankin, AICP
City of Las Vegas Planning and Development
731 S. Fourth St.
Las Vegas, NV 89101

RE: 5750 Sky Pointe Drive
Assessors Parcel #125-27-407-005
Lot 3-1, Parcel Map File 87, Page 61

Dear Mr. Rankin,

Please accept this letter as my request to extend the existing zoning at the above location as a new car dealership. The city is aware that the Chrysler Corporation revoked the dealership as a part of their bankruptcy. Now would not be timely due to economic and other reasons to institute a new car dealership at this location. We are making this request to preserve our use and viability of this property. I have enclosed the fee for the extension of time. I would request a minimum of five (5) years until our next review.

Thanking you in advance for your attention to this matter. You may feel free to contact me at the following numbers:

1. 248-4000 p.m.
2. 405-3101 a.m.
3. 501-4545 cell

Sincerely,

Renaldo M. Tiberti

RECEIVED
JAN 06 2011

RMT/rr

EOT-40646

1806 Industrial Road • Las Vegas, NV 89102
Telephone: 702.248.4000 • Fax: 702.382.5361
Email: Property@Tiberti.com • Web: TibertiManagement.com

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

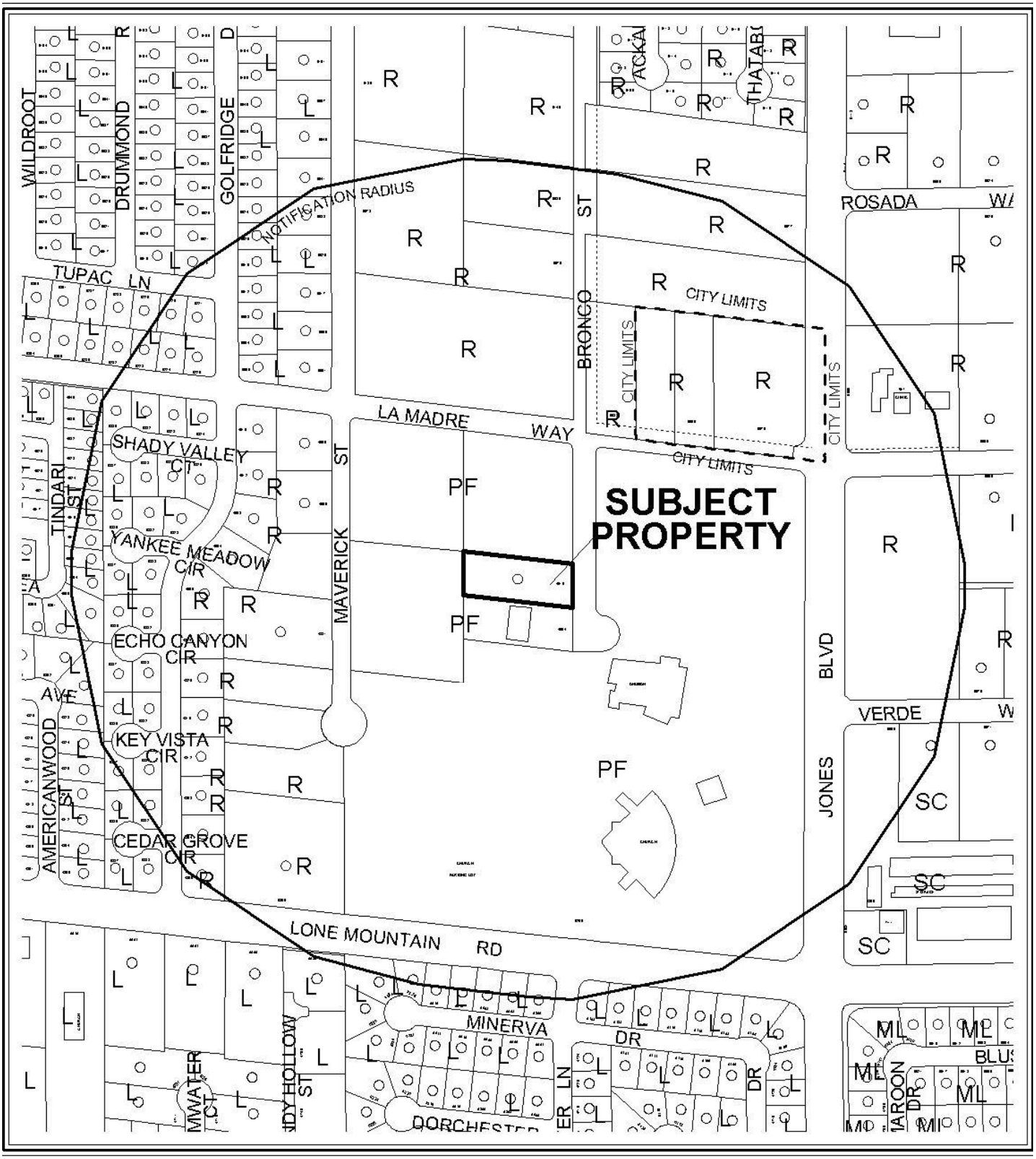
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-39700 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH - Request for a General Plan Amendment FROM: R (RURAL DENSITY RESIDENTIAL) TO: PF (PUBLIC FACILITIES) on 0.71 acres at 6200 West Lone Mountain Road (APN 125-35-802-004), Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report - GPA-39700 and ZON-39703
3. Supporting Documentation
4. Photos - GPA-39700 and ZON-39703
5. Justification Letter
6. Support Postcard
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Items GPA-39700 and ZON-39703



0 300 600 Feet

CASE: **GPA-39700**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY :

R (RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY :

PF (PUBLIC FACILITIES)

N



CASE: **GPA-39700**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY :

R (RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY :

PF (PUBLIC FACILITIES)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-39700	Staff recommends APPROVAL.	
ZON-39703	Staff recommends APPROVAL.	

YK

** STAFF REPORT **

PROJECT DESCRIPTION

This request is to bring the subject property into conformance with both the General Plan and Zoning designations for the religious use proposed by the Canyon Ridge Church owners. The Canyon Ridge Church also owns all surrounding properties which have a PF (Public Facilities) General Plan designation and a C-V (Civic) Zoning designation. This request will align the property with the rest of the Canyon Ridge complex. Staff recommends approval. If denied, the property will remain as a residential property.

ISSUES

- A General Plan Amendment and a Rezoning approval are required for a religious facility to utilize this parcel.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/08/10	A Reversionary Map (PMP-37994) was filed. This application has not been finalized.
01/25/11	The Planning Commission voted (7-0) to recommend APPROVAL of companion items GPA-39700 and ZON-39703 (PC Agenda Items 6-7/yk).

Most Recent Change of Ownership	
06/10/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No activity is on file.

Pre-Application Meeting	
08/04/10	Staff reviewed the requirements for a General Plan Amendment and Rezoning applications. No specific issues of concern were noted.

Neighborhood Meeting	
12/08/10	A required neighborhood meeting was held where six members of the public attended. Residents did not want to see ball fields with lighting, an amphitheater or drug rehabilitation on the site. Some concern was expressed regarding the parking situation and noise from special events. The applicant stated that they have no current plans for the property.

Field Check	
12/14/10	Staff conducted a site visit and found a single family residence in good condition and well maintained. No issues or concerns were noted.

Details of Application Request	
Site Area	
Net Acres	0.71

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residential	R (Rural Density Residential)	R-E (Residence Estates)
North	Undeveloped	PF (Public Facilities)	C-V (Civic)
South	Church Office	PF (Public Facilities)	C-V (Civic)
East	Church Parking Lot	PF (Public Facilities)	C-V (Civic)
West	Undeveloped	PF (Public Facilities)	C-V (Civic)

Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District 175 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

The subject site is located in the Centennial Hills Sector of the General Plan and has a current General Plan designation of R (Rural Density Residential). This is a proposal to amend the General Plan designation to PF (Public Facilities). The Public Facilities category allows various public uses including religious facilities for which the request is predicated. The proposed Public Facilities General Plan designation is compatible with the existing surrounding religious facilities use.

There is an existing single family dwelling on the property. This structure complies with the 175-feet Airport Overlay. No changes are proposed to the structure. The General Plan Amendment and corresponding Rezoning application will bring this property into conformance with the surrounding Canyon Ridge Church complex. The result will be a uniformed area bounded by West La Madre Way, North Jones Boulevard, West Lone Mountain Road and Maverick Street for Civic uses. Approval of this request will have no adverse effect on the surrounding area.

FINDINGS (GPA-39700)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The PF (Public Facilities) General Plan designation allows for large governmental building sites and complexes, police and fire facilities, hospitals and rehabilitation sites, sewage treatment and storm water control facilities, and other uses considered public or semi-public such as libraries, religious facilities and public utility uses. The proposed amendment is compatible with the existing adjacent PF (Public Facilities) designation.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   An application to rezone the property from R-E (Residence Estates) classification to C (Civic) accompanies this request and if approved will be consistent with the adjacent parcels General plan designations.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

The site is accessed by North Bronco Street, designated as a 60-foot Right-of-Way, and is adequate for the uses permitted by the proposed amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The proposed amendment conforms to the Centennial Hill Sector Plan.

FINDINGS (ZON-39703)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   A General Plan Amendment application was submitted in conjunction with this request and if approved, will allow the proposed C (Civic) zoning designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The C (Civic) zoning designation will be compatible with the surrounding C (Civic) zoning designations and religious facilities.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The requested rezoning will allow the adjacent religious facility to expand to meet its growing membership needs.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is accessible via North Bronco Street, a 60-foot wide Right-of-Way.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 81

NOTICES MAILED 108 (By City Clerk)

APPROVALS 1

PROTESTS 3

YK

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Numbe GPA-39700 APN: 125-35-802-004

Name of Property Owner: Canyon Ridge Christian Church

Name of Applicant: Canyon Ridge Christian Church

Name of Representative: Jose Cruz, Pastor of Operations

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: Steve Breer

Print Name: Steve Breer

Subscribed and sworn before me

This 17 day of September, 20 10.

Victoria S. O'Sullivan

Notary Public in and for said County and State

VICTORIA S. O'SULLIVAN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-24-2011
Certificate No: 07-5291-1

RECEIVED
SEP 23 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 6200 W Lone Mountain Road, Las Vegas, NV 89130

Project Name Amend the Plan from R to PF **Proposed Use** Rezone/Vacation

Assessor's Parcel #(s) 125-35-802-004 **Ward #** _____

General Plan: existing yes proposed _____ **Zoning:** existing yes proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Canyon Ridge Christian Church **Contact** Jose Cruz

Address 6200 W Lone Mountain Road **Phone:** 217-4499 **Fax:** 658-9622

City Las Vegas, **State** Nevada **Zip** 89130

E-mail Address _____

APPLICANT Canyon Ridge Christian Church **Contact** Jose Cruz

Address 6200 W Lone Mountain Road **Phone:** 217-4499 **Fax:** 658-9622

City Las Vegas **State** Nevada **Zip** 89130

E-mail Address _____

REPRESENTATIVE Jose Cruz **Contact** _____

Address 6200 W Lone Mountain Road **Phone:** 217-4499 **Fax:** 658-9622

City Las Vegas **State** Nevada **Zip** 89130

E-mail Address jcruz@canyonridge.org

Property Owner Signature* Steve Breer

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Steve Breer

Subscribed and sworn before me

This 17 day of September, 20 10.

Victoria S. O'Sullivan

Notary Public in and for said County and State

VICTORIA S. O'SULLIVAN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-24-2011
Certificate No: 07-5291-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	GPA-39700
Meeting Date:	11/2/11
Total Fee:	$550.00
Date Received:*	9/23/10
Received By:	B.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.

f:\depot\Application Packet\Application Form.pdf

RECEIVED
SEP 23 2010

GENERAL PLAN AMENDMENT Parcel: 125-35-802-004



GENERAL PLAN AMENDMENT

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel

GPA-39700

FROM R TO PF

RECEIVED
SEP 23 2010

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: September 07, 2010



GPA-39700 & ZON-39703 - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH
6200 WEST LONE MOUNTAIN ROAD

12/14/10

CANYON RIDGE
CHRISTIAN CHURCH

September 13, 2010

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, NV 89101

Re: Justification Letter for General Plan Amendment

Ladies and gentleman:

Please accept this letter as the Justification Letter to accompany the Application/Petition Form to amend the General Plan from R (Rural Density Residential) to PF (Public Facilities). We have been granted an extension under EOT-38390 in order to comply with the conditions that were placed on our application for Vacation under VAC-33863 by Planning Supervisor Peter Lowenstein. We are requesting approval of the Plan Amendment to continue with our Vacation application. Revisionary Map and Drainage Study have been completed. You may find additional information under parcel file number PMP-37894.

Canyon Ridge Church is appreciative of all of the efforts of the planning department with regards to this matter. Should you have any questions or require any further information or documentation, please contact me at 702-217-4499 at your earliest convenience. Thank you for your help and consideration.

Sincerely,

Jose Cruz
Pastor and Director of Operations
Canyon Ridge Christian Church

RECEIVED
SEP 23 2010
GPA-39700

6200 W. Lone Mountain Road, Las Vegas, NV 89130
702.658.2722 :: www.canyonridge.org

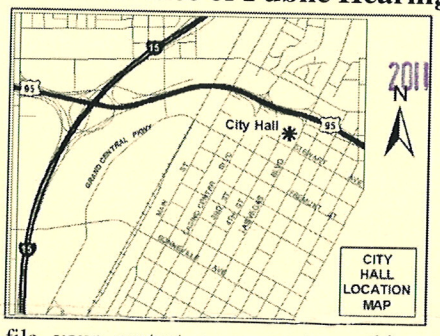
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK
2011 FEB -8 A 10:53



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39700 &ZON-39703
City Council Meeting of 2/16/2011

SCHOFIELD ROGER T & DAWN M
4808 GOLFRIDGE DR
LAS VEGAS NV 89130-5611

APN#12535810037

70 KRDGN11 89130

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
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **GPA-39700 – APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JANUARY 25, 2011*** 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 ***JANUARY 24, 2011***.

Signature

1/21/11
Date

Jose Cruz
Please Print Name

Canyon Ridge Christian Church
Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

RECEIVED
JAN 24 2011

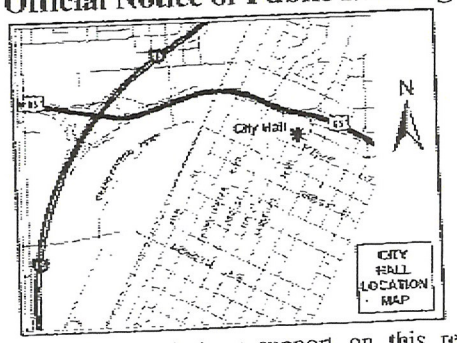
6

01/24/2011 11:51 7026568802 KACEYS UPHOLSTERY PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39700 & ZON-39703

Planning Commission Meeting of 1/25/2011

This is a church, not a "Civic/Public Facility." Is this a precurser to building an outdoor ampitheatre, which will broadcast intense, loud noise pollution throughout our primarily residential area?

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Case: GPA-39700

12535810016
CASTO GERALD F & KATHLEEN M
6337 ECHO CANYON CIR
LAS VEGAS NV 89130-5618

1/21/11

70 KRDFNP1 89130

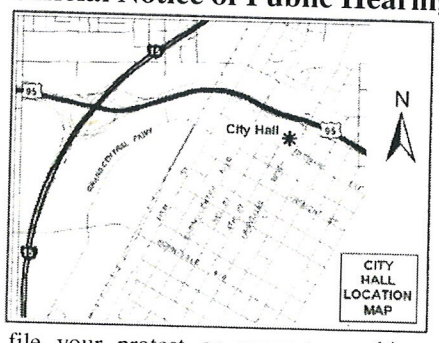
RECEIVED
JAN 24 2011

6 of 7

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39700 & ZON-39703

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-39700

12535810017
FERNANDEZ EDUARDO & CHRISTINE A
6333 ECHO CANYON CIR
LAS VEGAS NV 89130-5618

6-7 P

70 KRDFNP1 89130

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
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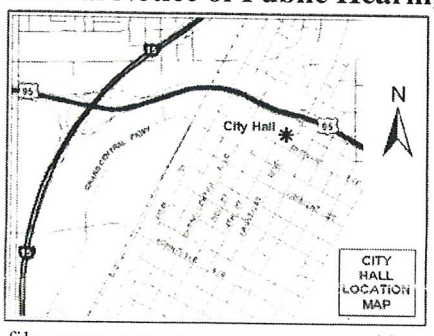
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39700 & ZON-39703

Planning Commission Meeting of 1/25/2011

Case: GPA-39700

12535812019
LEMMON DONALD L & SUSAN K
4920 TINDARI ST
LAS VEGAS NV 89130-2119

6-7

70 KRDFNP1 89130

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
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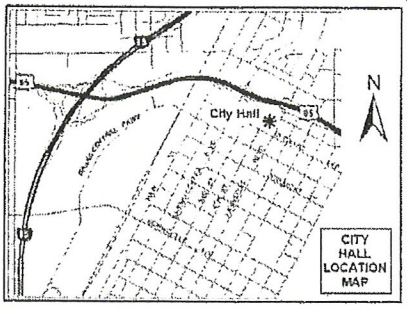
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39700 & ZON-39703

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 20 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-39700
12536403007
LONE MOUNTAIN DEVELOPERS L L C
3030 S HIGHLAND
LAS VEGAS NV 89109-1047

6-7 A

23 KRDFNP1 89109

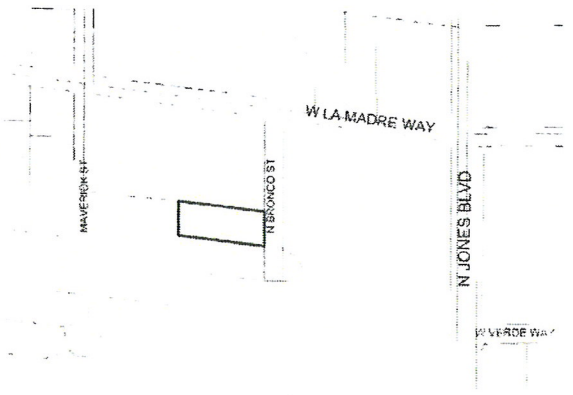
Application Information

GPA-39700 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH - Request for a General Plan Amendment FROM: R (RURAL DENSITY RESIDENTIAL) TO: PF (PUBLIC FACILITIES) on 0.71 acres at 6200 West Lone Mountain Road (APN 125-35-802-004), Ward 6 (Ross).

ZON-39703 - REZONING RELATED TO GPA-39700 - PUBLIC HEARING - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 0.71 acres at 6200 West Lone Mountain Road (APN 125-35-802-004), Ward 6 (Ross).

We would be interested in hearing what plans CanyonRidge Christian Church has for implementing their earlier proposals for a wall and a twenty-foot deep land-scaped area to separate church parking from the properties on Maverick lane.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

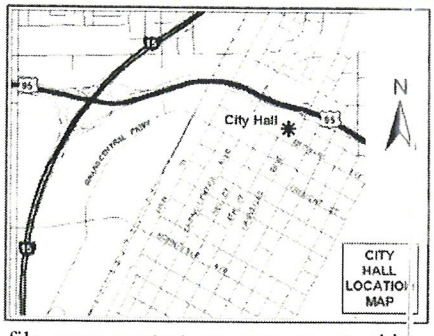
Meeting:	Planning Commission
Date:	***January 25, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39700 & ZON-39703
Planning Commission Meeting of 1/25/2011

Our opposition or support would depend on the answers to the issues presented on the other side of this card.

RECEIVED
JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-39700

12535810043
MCKINNIS FAMILY TRUST
5605 PASEO RECALLO CT
LAS VEGAS NV 89108-4141

6-1
P

24 KRDFNP1 89108

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

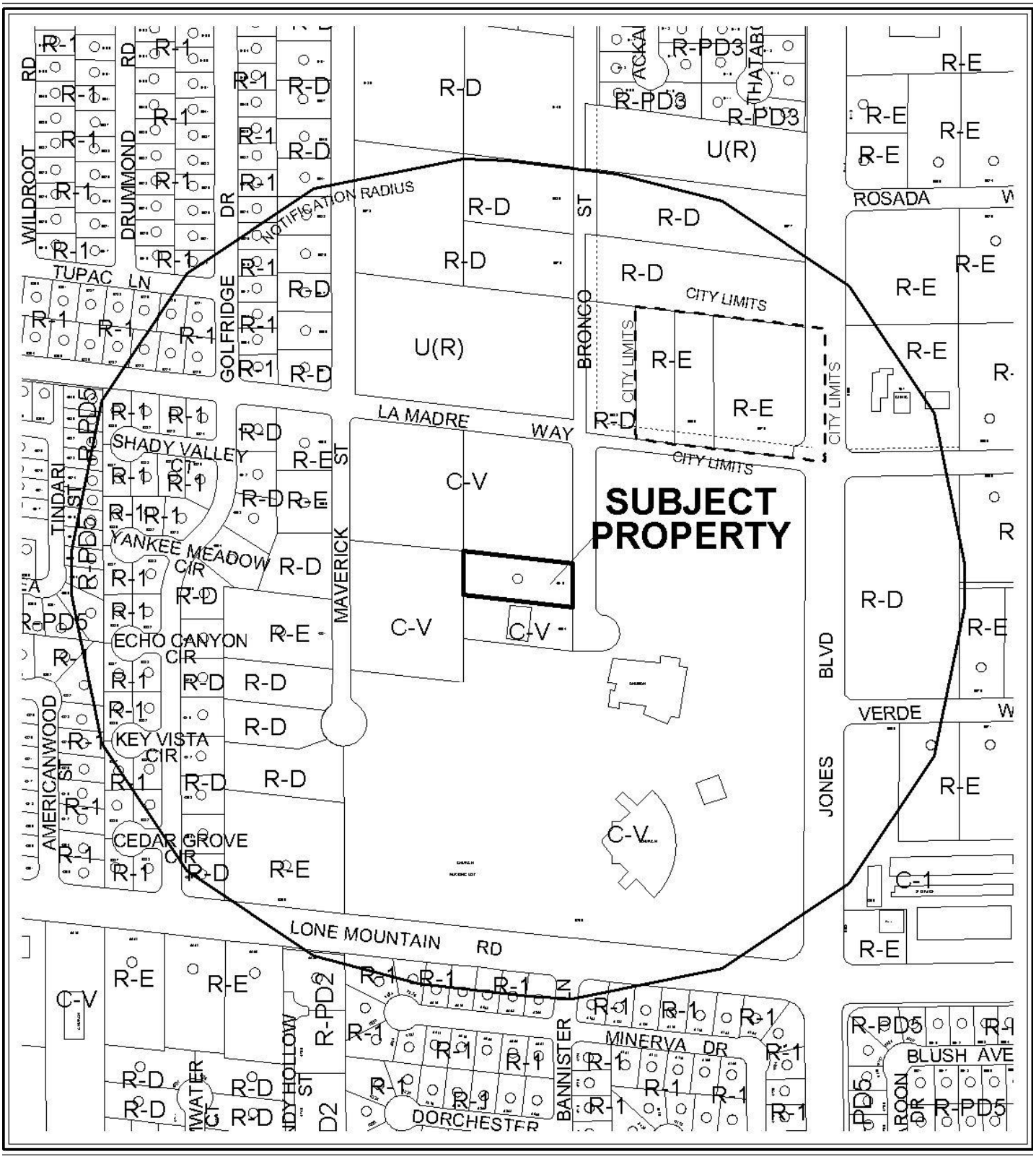
SUBJECT:
ZON-39703 - REZONING RELATED TO GPA-39700 - PUBLIC HEARING - APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-V (CIVIC) on 0.71 acres at 6200 West Lone Mountain Road (APN 125-35-802-004), Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Support Postcard
6. Backup referenced from the January 25, 2011 Planning Commission Meeting Item ZON-39703

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: **ZON-39703**

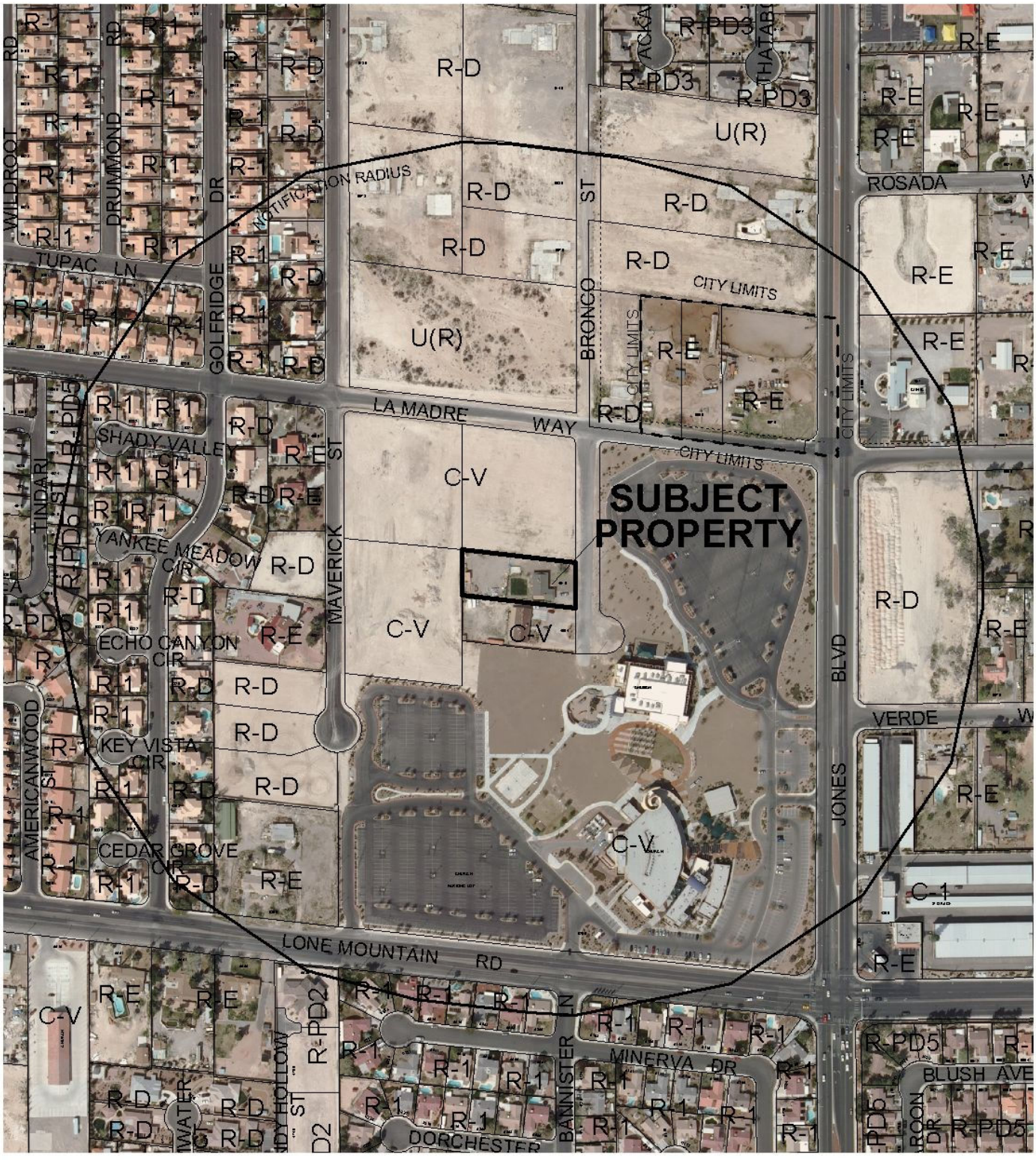
RADIUS: 1000 FT

0 400 800 Feet

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N



CASE: **ZON-39703**

RADIUS: 1000 FT

0 400 800 Feet

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-39703** APN: 125-35-802-004

Name of Property Owner: Canyon Ridge Christian Church

Name of Applicant: Canyon Ridge Christian Church

Name of Representative: Jose Cruz, Pastor of Operations

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: Steve Breer

Print Name: Steve Breer

Subscribed and sworn before me

This 17 day of September, 20 10

Victoria S. O'Sullivan

Notary Public in and for said County and State

VICTORIA S. O'SULLIVAN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-24-2011
Certificate No: 07-5291-1

RECEIVED
SEP 23 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 6200 W Lone Mountain Road, Las Vegas, NV 89130

Project Name Rezone from R-E to C-V **Proposed Use** Vacation

Assessor's Parcel #(s) 125-35-802-004 **Ward #** _____

General Plan: existing yes proposed _____ **Zoning:** existing yes proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Canyon Ridge Christian Church **Contact** Jose Cruz

Address 6200 W Lone Mountain Road **Phone:** 217-4499 **Fax:** 658-9622

City Las Vegas, **State** Nevada **Zip** 89130

E-mail Address _____

APPLICANT Canyon Ridge Christian Church **Contact** Jose Cruz

Address 6200 W Lone Mountain Road **Phone:** 217-4499 **Fax:** 658-9622

City Las Vegas **State** Nevada **Zip** 89130

E-mail Address _____

REPRESENTATIVE Jose Cruz **Contact** _____

Address 6200 W Lone Mountain Road **Phone:** 217-4499 **Fax:** 658-9622

City Las Vegas **State** Nevada **Zip** 89130

E-mail Address jcruz@canyonridge.org

Property Owner Signature* Steve Breer

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Steve Breer

Subscribed and sworn before me

This 17 day of September, 20 10.

Victoria S. O'Sullivan

Notary Public in and for said County and State

VICTORIA S. O'SULLIVAN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-24-201
Certificate No: 07-5291-1

RECEIVED
SEP 23 2010

FOR DEPARTMENT USE ONLY

Case #	ZON-39703
Meeting Date:	11/5/11
Total Fee:	$1,200
Date Received:*	9/23/10
Received By:	Bus

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

REZONING Parcel: 125-35-802-004



CANYON RIDGE
CHRISTIAN CHURCH

September 13, 2010

City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, NV 89101

Re: Justification Letter for Rezone Application

Ladies and gentleman:

Please accept this letter as the Justification Letter to accompany the Application/Petition Form to request rezone of Parcel 125-35-802-004 from R-E (Residential Estates) to C-V (Civic). We have been granted an extension under EOT-38390 in order to comply with the conditions that were placed on our application for Vacation under VAC-33863 by Planning Supervisor Peter Lowenstein. We are requesting approval of the rezone to continue with our Vacation application. Revisionary Map and Drainage Study have been completed. You may find additional information under parcel file number PMP-37894.

Canyon Ridge Church is appreciative of all of the efforts of the planning department with regards to this matter. Should you have any questions or require any further information or documentation, please contact me at 702-217-4499 at your earliest convenience. Thank you for your help and consideration.

Sincerely,

Jose Cruz
Pastor and Director of Operations
Canyon Ridge Christian Church

RECEIVED
SEP 23 2010
ZON-39703

SEEKING GF GOD FIRST

6200 W. Lone Mountain Road, Las Vegas, NV 89130
702.658.2722 :: www.canyonridge.org

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.

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
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ZON-39703 – APPLICANT/OWNER: CANYON RIDGE CHRISTIAN CHURCH

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *JANUARY 25, 2011* 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 ***JANUARY 24, 2011***.

Signature — 1/21/11 Date

Jose Cruz
Please Print Name

Canyon Ridge Christian Church
Company Name

RECEIVED
JAN 24 2011

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

1

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

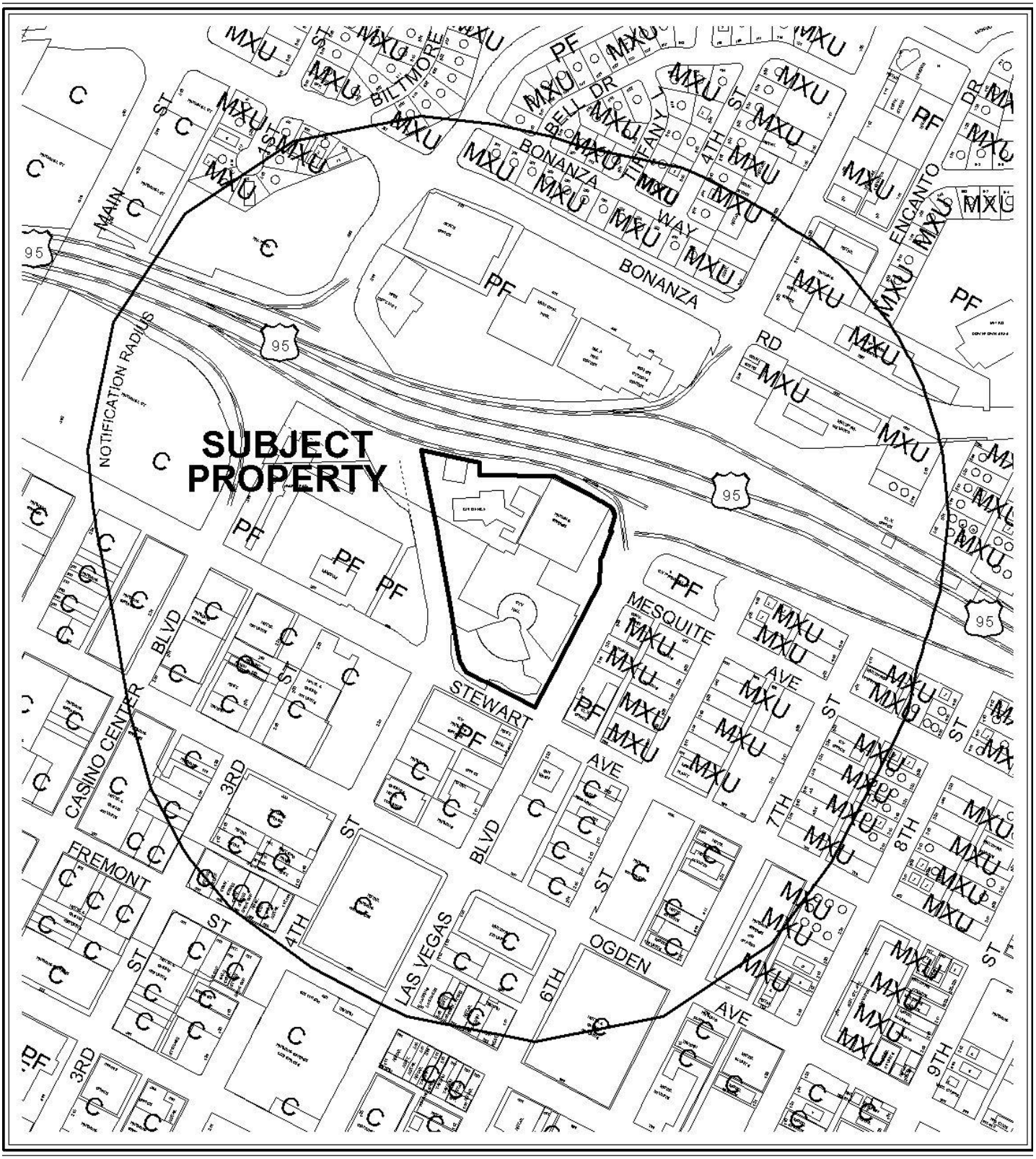
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-40031 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a General Plan Amendment FROM: PF (PUBLIC FACILITIES) TO: MXU (MIXED-USE) on 6.58 acres at the northwest corner of Stewart Avenue and Las Vegas Boulevard (APN 139-34-501-003), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report - GPA-40031 and ZON-40032
3. Supporting Documentation
4. Photos – GPA-40031 and ZON-40032
5. Justification Letter



0 300 600 Feet

CASE: **GPA-40031**

RADIUS: 1000 FT

GENERAL LAND USE OF SUBJECT PROPERTY:

PF (PUBLIC FACILITIES)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:

MXU (MIXED-USE)

N



0 300 600 Feet

CASE: **GPA-40031**

RADIUS: 1000 FT

GENERAL LAND USE OF SUBJECT PROPERTY:

PF (PUBLIC FACILITIES)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:

MXU (MIXED-USE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRAURY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-40031	Staff recommends APPROVAL.	
ZON-40032	Staff recommends APPROVAL.	GPA-40031

YK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend a portion of the Southeast Sector Plan of the General Plan from PF (Public Facilities) to MXU (Mixed Use) with a companion request for a Rezoning (ZON-40032) from C-V (Civic) to C-2 (General Commercial) on 6.4 acres at 400 Stewart Avenue. The purpose for the General Plan Amendment and Rezoning is to prepare the site for private development once the new city hall building is completed. If these applications are denied, the General Plan designations would remain PF (Public Facilities) and the C-V (Civic) zoning designation would remain limiting the development potential of the site.

ISSUES

- Approval of General Plan Amendment (GPA-40031) is required to approve an associated request for Rezoning (ZON-40032).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/16/80	The City Council approved a Special Use Permit (CV-0001-80) for a helicopter landing site.
05/17/00	The City Council approved a Site Development Plan Review (SD-0017-00) for a 33,069 Square Feet addition to City Hall, a 2,625 Square Feet, six-level Parking Garage, and a 7,347 Square Feet, two story Television Studio. The Planning Commission and Staff recommended approval.
01/25/11	The Planning Commission voted (7-0) to recommend APPROVAL of companion items GPA-40031 and ZON-40032 (PC Agenda Items 8-9/yk).

Most Recent Change of Ownership
The property has not had a change in ownership.

Related Building Permits/Business Licenses	
07/07/08	A Building Permit (26779) for a Capital Improvement Project was issued and finalized on July 7, 2008.
07/17/09	A Building Permit (143571) for a Tenant Improvement was issued. The permit was final on September 29, 2009.
08/25/09	A Building Permit (146223) for a Tenant Improvement was issued. The permit was final on September 8, 2009.

Pre-Application Meeting	
10/22/10	Staff reviewed the applications required for a successful submittal.

Neighborhood Meeting	
12/20/10	A neighborhood meeting was held, however, no one attended.

Field Check	
12/14/10	Staff conducted a site visit and found the property to be well maintained.

Details of Application Request	
Site Area	
Gross Acres	6.4

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	PF (Public Facilities)	C (Commercial)	C-V (Civic)
North	PF (Public Facilities)	PF (Public Facilities)	C-V (Civic)
South	C (Commercial)	C (Commercial)	C-2 (General Commercial)
East	MXU (Mixed Use)	MXU (Mixed Use)	C-2 (General Commercial)
West	C (Commercial)	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Downtown Design Review Committee Overlay	X		N/A
A-O (Airport Overlay) District 200-Feet	X		Y
Live/Work Overlay District	X		N/A
Las Vegas Boulevard Scenic Byway Overlay District	X		N/A
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

YK

ANALYSIS

The subject site is located within the Downtown Centennial Plan Downtown Gateway District, Airport Overlay District with a 200-foot height restriction, Las Vegas Redevelopment Plan, Live Work Overlay, Las Vegas Boulevard Scenic Byway and the Downtown Design Review Committee Overlay. None of these overlay districts will be impacted by the proposals. The site is adjacent to the Scenic Byway Trail which will not be impacted by this request. Fourth Street is an existing 80-foot right-of-way and Las Vegas Boulevard is a 100-foot Primary Arterial as designated in the Master Plan of Streets and Highways. The purpose for the General Plan Amendment and Rezoning is to prepare the land use designation for future commercial uses. The proposed C (Commercial) General Plan designation as well as the C-2 (General Commercial) zoning district is intended for intense commercial and/or office uses that will further the city's redevelopment goals for downtown, therefore, staff recommends approval.

FINDINGS (GPA-40031)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed C (Commercial) designation allows for a variety of intense commercial and/or office uses, which is compatible with the adjacent land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed Rezoning to C-2 (General Commercial) allows for a variety of intense commercial and/or office uses which are compatible with existing adjacent zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject property contains a 10-story office building and adjacent parking garage. The site can be accessed from Fourth Street and Las Vegas Boulevard to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

No applicable plans are affected by this request.

FINDINGS (ZON-40031)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-2 (General Commercial) zoning district conforms to the proposed C (Commercial) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-2 (General Commercial) zoning district would permit a variety of intense commercial and/or office uses that are compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The proposed Rezoning is appropriate to be consistent with the existing and proposed commercial/office use.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The access to the site is provided along Fourth Street and Las Vegas Boulevard. The streets are adequate to meet the requirements for the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 123 (By City Clerk)

APPROVALS 0

PROTESTS 0

YK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-40031** APN: 139-34-501-003

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas

Name of Representative: N/A

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A N/A

APN: N/A

Signature of Property Owner: _____

RECEIVED
NOV - 3 2010

Print Name: PETER LOWENSTEIN

Subscribed and sworn before me

This 22nd day of October, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 400 Stewart Avenue

Project Name Las Vegas City Hall **Proposed Use** Office

Assessor's Parcel #(s) 139-34-501-003 **Ward #** 5 (Barlow)

General Plan: existing PF proposed MXU **Zoning:** existing CV proposed C-2

Commercial Square Footage N/a **Floor Area Ratio** N/A

Gross Acres 6.4 acres **Lots/Units** 1 **Density** N/A

Additional Information To amend to the General Plan from PF (Public Facilities) to MXU (Mixed Use) for the existing City Hall site.

PROPERTY OWNER City of Las Vegas **Contact**

Address 400 Stewart Avenue **Phone:** 229-6301 **Fax:** 474-7463

City Las Vegas **State** NV **Zip** 89101

E-mail Address

APPLICANT City of Las Vegas **Contact** Peter Lowenstein

Address 400 Stewart Avenue **Phone:** 229-6301 **Fax:** 474-7463

City Las Vegas **State** NV **Zip** 89101

E-mail Address

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Peter Lowenstein

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Peter Lowenstein

Subscribed and sworn before me

This 22nd day of October, 20 10.

Nora Lares

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-40031
Meeting Date:	1/27/11
Total Fee:	$2,000. ~~xx~~
Date Received:*	10/22/10
Received By:	

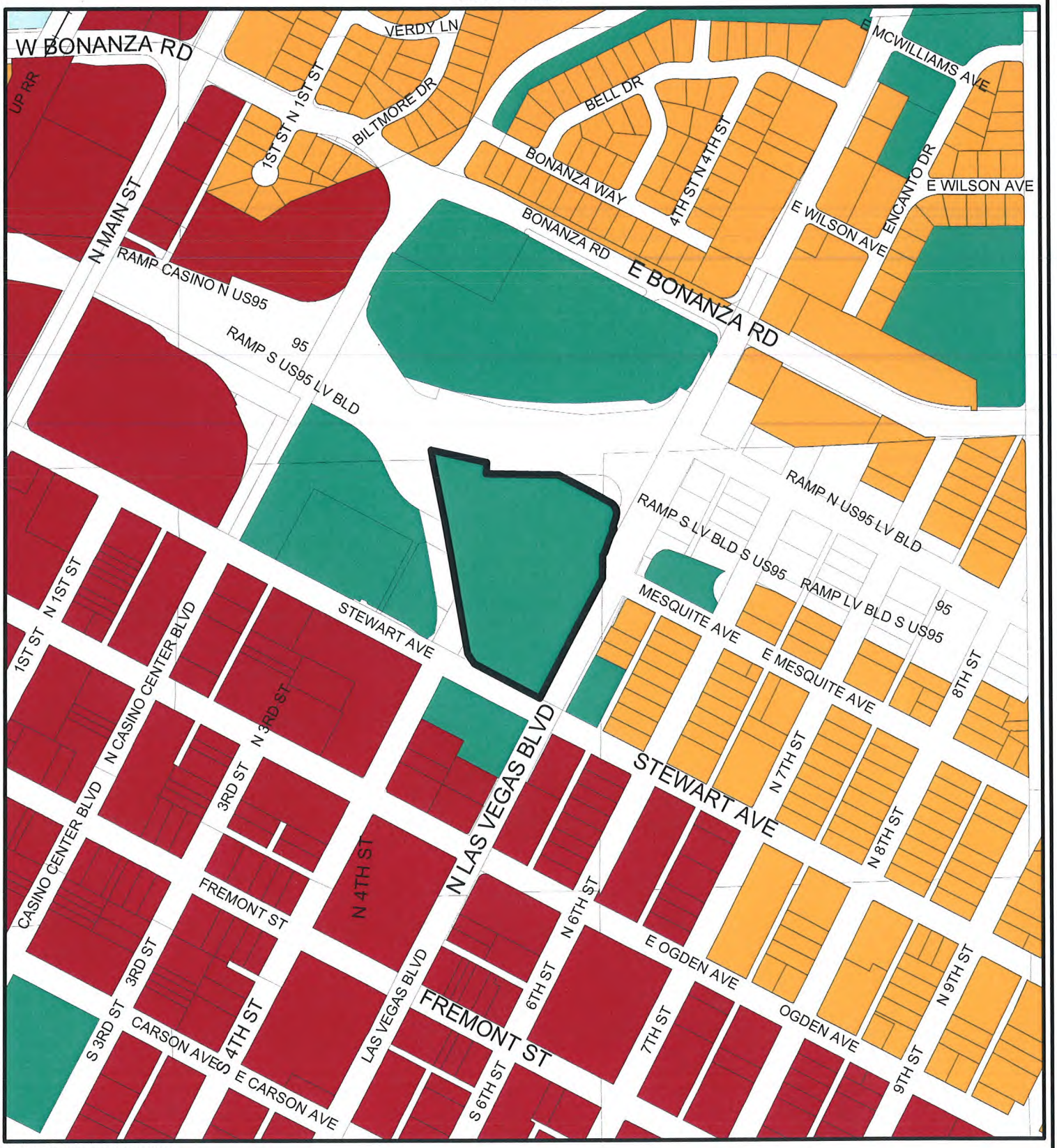
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

GENERAL PLAN AMENDMENT Parcel: 139-34-501-003

GPA-40031



GENERAL PLAN AMENDMENT

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel
- City Limits

FROM PF TO MXU

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: October 26, 2010

PLANNING & DEVELOPMENT



GPA-40031 & ZON-40032 - APPLICANT/OWNER: CITY OF LAS VEGAS
NWC STEWART AVENUE AND LAS VEGAS BOULEVARD

12/14/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 22, 2010

Steve Gebeke
Planning & Development Department
731 S 4th Street
Las Vegas, NV 89101

RE: Application GPA-40031
Assessor's Parcel Number 139-34-501-003

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classification are inconsistent with possible future development. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the General Plan designation of the site to MXU (Mixed Use). Please call me at 229-4693 with any questions.

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Planning & Development Department

PL:nl

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

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GPA-40031

07101-001-06-09

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

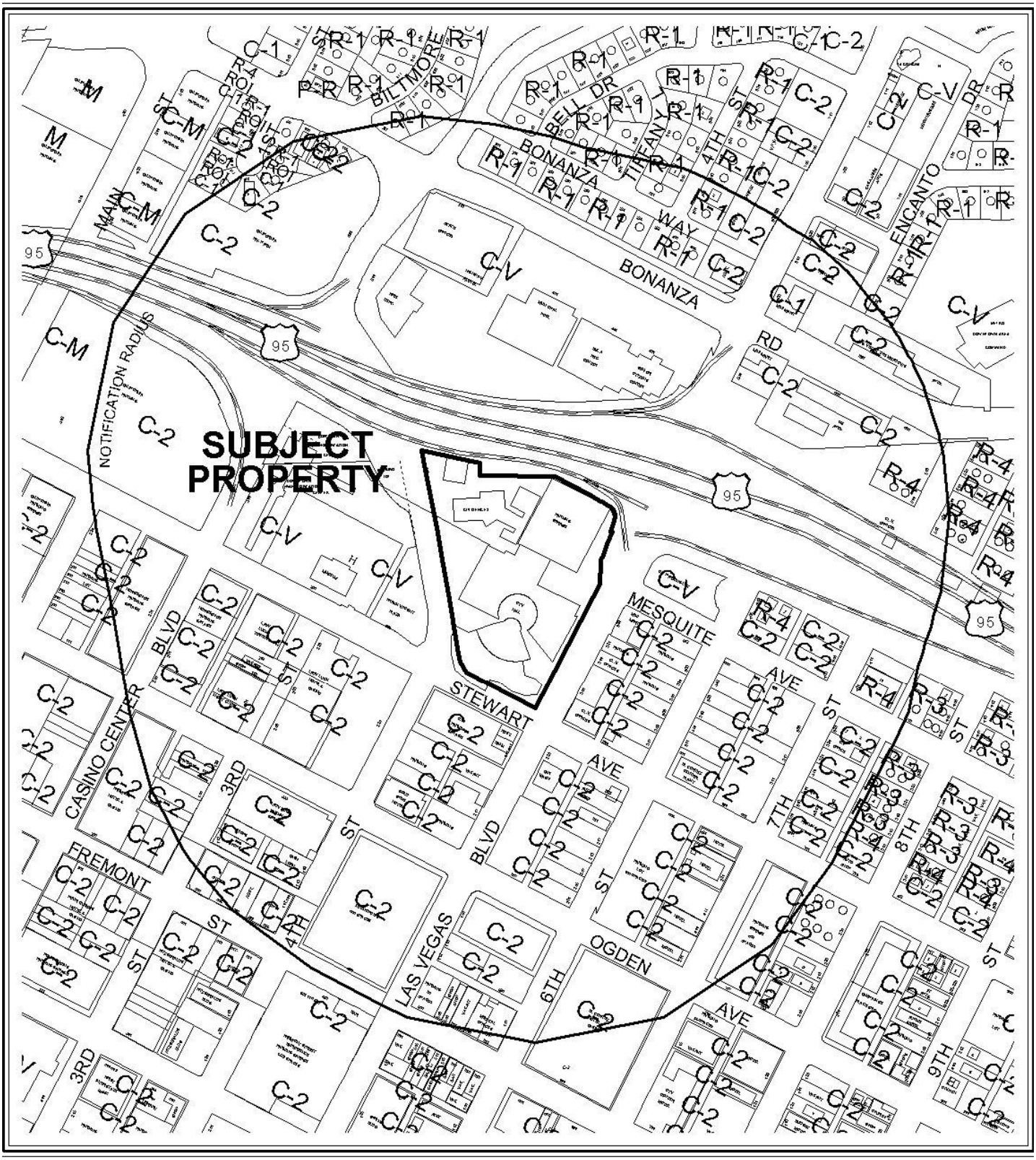
SUBJECT:
ZON-40032 - REZONING RELATED TO GPA-40031 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request for a Rezoning FROM: C-V (CIVIC) TO: C-2 (GENERAL COMMERCIAL) on 6.58 acres at the northwest corner of Stewart Avenue and Las Vegas Boulevard (APN 139-34-501-003), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

CASE: **ZON-40032**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **ZON-40032**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-40032 APN: 139-34-501-003

Name of Property Owner: City of Las Vegas

Name of Applicant: City of Las Vegas

Name of Representative: N/A

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A N/A

APN: N/A

Signature of Property Owner: [signature]

Print Name: PETER LOWENSTEIN

Subscribed and sworn before me

This 22nd day of October, 2010

[signature]
Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 400 Stewart Avenue

Project Name Las Vegas City Hall **Proposed Use** Office

Assessor's Parcel #(s) 139-34-501-003 **Ward #** 5 (Barlow)

General Plan: existing PF proposed MXU **Zoning:** existing CV proposed C-2

Commercial Square Footage N/a **Floor Area Ratio** N/A

Gross Acres 6.4 acres **Lots/Units** 1 **Density** N/A

Additional Information To amend the zoning from C-V (Civic) to C-2 (General Commercial) for the existing City Hall site.

PROPERTY OWNER City of Las Vegas **Contact**

Address 400 Stewart Avenue **Phone:** 229-6301 **Fax:** 474-7463

City Las Vegas **State** NV **Zip** 89101

E-mail Address

APPLICANT City of Las Vegas **Contact** Peter Lowenstein

Address 400 Stewart Avenue **Phone:** 229-6301 **Fax:** 474-7463

City Las Vegas **State** NV **Zip** 89101

E-mail Address

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

Property Owner Signature* Peter Lowenstein

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Peter Lowenstein

Subscribed and sworn before me

This 22nd day of October, 2010.

Nora Lares

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-40032
Meeting Date:	1/27/11
Total Fee:	$ 1,200.00
Date Received:*	10/22/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

REZONING Parcel: 1139-34-501-003

ZON - 40032



ZONING

C-V	R-MH	R-3	O	C-2
C-PB	R-CL	R-4	C-D	C-M
P-C	R-2	R-5	C-1	M
U	R-D	R-MHP	PD	Subject Parcel
R-A	R-PD	P-R	T-D	City Limits
R-E	R-1	N-S	TC	ROI Zoning

FROM C-V TO C-2

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: October 26, 2010

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 22, 2010

Steve Gebeke
Planning & Development Department
731 S 4th Street
Las Vegas, NV 89101

RE: Application ZON-40032
Assessor's Parcel Number 139-34-501-003

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classification are inconsistent with possible future development. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning district of the site to C-2 (General Commercial). Please call me at 229-4693 with any questions.

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Planning & Development Department

PL:nl

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

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CITY OF LAS VEGAS NEVADA

07101-001-06-09

ZON-40032

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

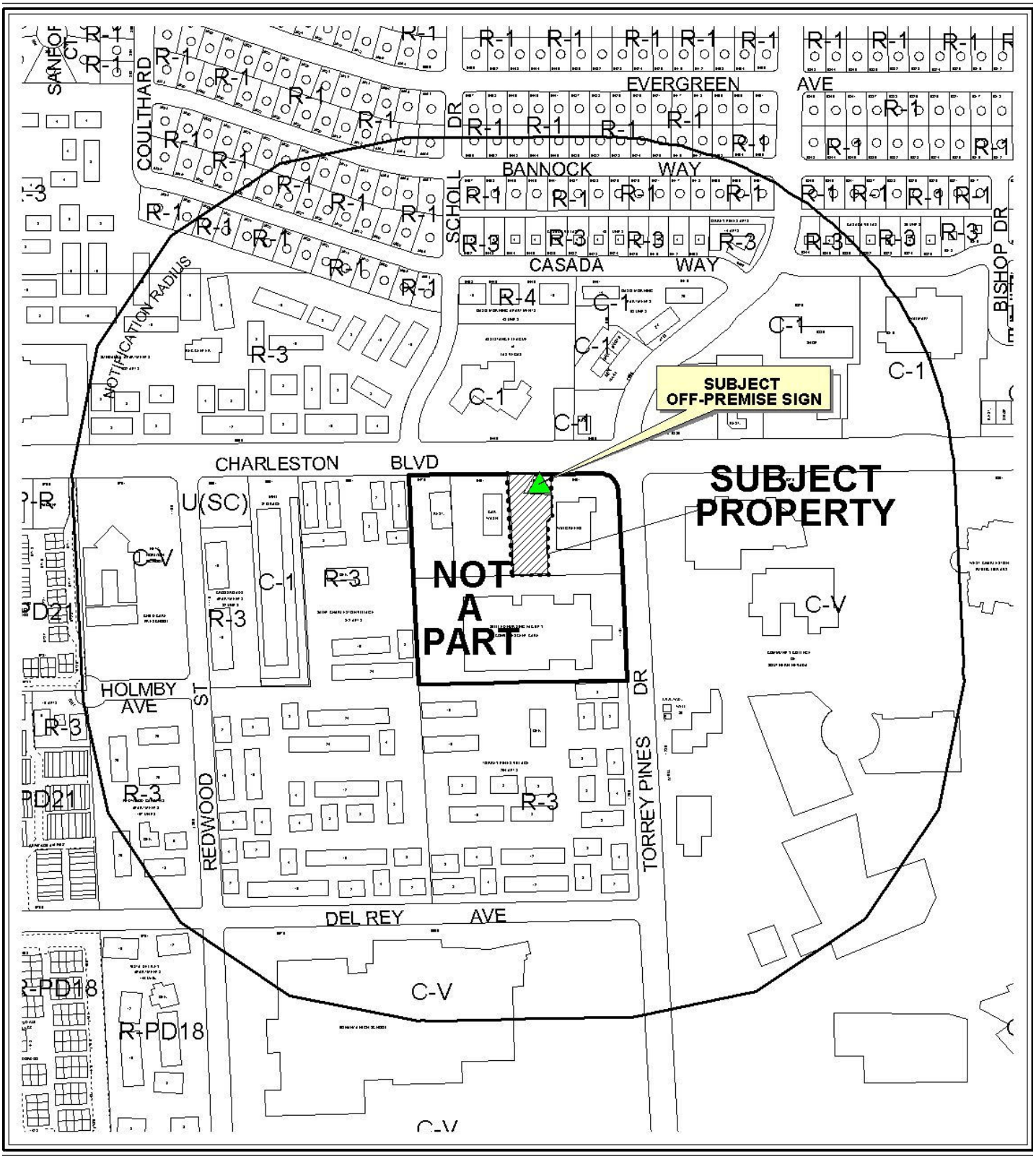
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-40350 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: ANDREA AND SUSAN RUSSO - Required Review of a previously approved Special Use Permit (SUP-4693) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-0-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-0-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Planning and Development Embellishment Approval Letter
6. City Council Approval Letter for RQR-25210
7. City Council Approval Letter for SUP-4693
8. Protest/Support Postcards
9. Backup referenced from the January 25, 2011 Planning Commission Meeting Item RQR-40350



0 300 600 Feet

CASE: **RQR-40350**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



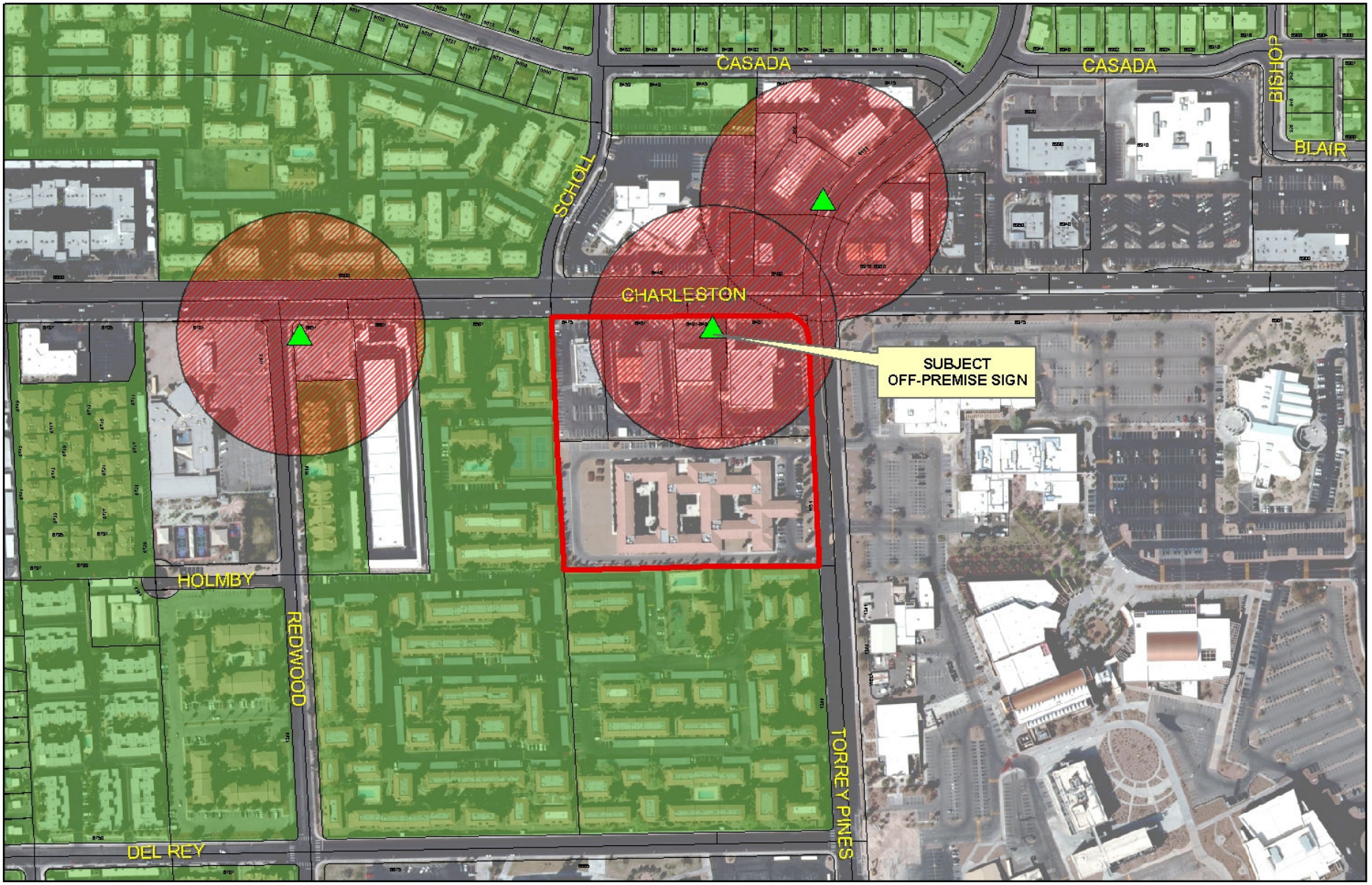
0 300 600 Feet

CASE: **RQR-40350**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-40350

- Subject Parcel
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Freeway Billboard
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: RUSSO ANDREA & SUSAN

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-40350	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-40350 CONDITIONS

Planning and Development

1. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

2. Bird deterrent devices shall be installed on the sign within 30 days of final approval by the City of Las Vegas.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City Departments shall be satisfied.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Required Review of an approved Special Use Permit (SUP-4693), which allowed a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 6431 West Charleston Boulevard. The sign is in conformance with all previous conditions of approval, has been permitted and received a final inspection, and the surrounding area has not changed in character since the previous review. The Off-Premise Sign has bird droppings on the asphalt, surrounding the base. Staff recommends approval of this review, subject to conditions, with a required review in three years. If denied, the Off-Premise Sign would be required to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/01/95	The City Council approved an application for Rezoning (Z-0068-95) from N-U (Non-Urban) to C-1 (Limited Commercial) on property located on the southwest corner of Charleston Boulevard and Torrey Pines Drive. The Planning Commission and staff recommended approval of the application.
03/16/05	The City Council granted the Appeal from the Denial on the application for a Special Use Permit (SUP-4693) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 6431 West Charleston Boulevard. The Planning Commission recommended denial and staff recommended approval.
01/09/08	The City Council approved a Required Three Year Review (RQR-25210) of an approved Special Use Permit (SUP-4693) which allowed a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 6431 West Charleston Boulevard. The Planning Commission and staff recommended approval.
06/11/09	The Planning and Development staff administratively approved a Minor Site Development Plan Review (SDR-34363) for a four-foot by 24-foot embellishment to an existing 40-foot high, 14-foot by 48-foot Off-Premise Sign at 6431 West Charleston Boulevard.
01/25/11	The Planning Commission voted (5-0-2/bg/tm) to recommend APPROVAL of this request (PC Agenda Item 12/jg).

Most Recent Change of Ownership	
11/25/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/08/05	A building permit (#5007776) was issued for a 40-foot high, 14-foot by 48-foot Off-Premise Sign located at 6431 West Charleston Boulevard. The Off-Premise Sign was assigned Tag # 08676. The permit was finaled on 03/28/07.
02/12/07	A building permit (81591) was issued for 100 Amp panel on a 40-foot high, 14-foot by 48-foot Off-Premise Sign located at 6431 West Charleston Boulevard. The permit was finaled on 07/01/07.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/14/10	During a site visit, staff noted a well maintained Off-Premise Sign, with bird droppings covering the asphalt around the base.

Details of Application Request	
Site Area	
Net Acres	0.79

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shops	SC (Service Commercial)	C-1 (Limited Commercial)
North	Offices / Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
South	Convalescent Care Facility	SC (Service Commercial)	C-1 (Limited Commercial)
East	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Car Wash	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

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Torrey Pines Drive	Secondary Collector	Master Plan of Streets and Highways	80	Y

DEVELOPMENT STANDARDS

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within the public right-of-way. May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Not Located within the Exclusionary Zone	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Located within a C-1 (Limited Commercial) zoning district	Y

Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	672 S.F.	Y
Height	No higher than 40 feet from grade at the point of construction	Maximum height of 40 feet from grade	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	Screened	Y
Off-Premise Sign	At least 300 feet to another Off Premise Sign	413 feet to another Off Premise Sign	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" zoned district.	385 feet from "R" zoned property to the west.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Permanently secured to ground; located on strictly commercial property	Y

ANALYSIS

This is the second required review for an Off-Premise Sign located at 6431 West Charleston Boulevard. The sign is in compliance with the original conditions of approval as required by Special Use Permit (SUP-4693) that was approved by the City Council on March 16, 2005. The Off-Premise Sign meets the minimum 300-foot distance separation requirement from another Off-Premise Sign and residentially zoned properties.

The continued use of the Off-Premise Sign on the subject site is appropriate, in that the vicinity has not changed in land use or character since the last required review and the continuation of the use will be in compliance with the original conditions of approval. In the event that the conditions of the surrounding area change in land use or character such that the Off-Premise Sign no longer meets the required standards, then 19.14.100 allows for the removal of a noncompliant Off-Premise Sign.

FINDINGS (RQR-40350)

A site inspection was conducted on December 14, 2010 and photos were taken of the Off-Premise Sign. The inspection revealed the sign is in good physical condition and free of graffiti, but the Off-Premise Sign has bird dropping surrounding the base. A condition has been added to install bird deterrent devices, to address the bird droppings. Staff recommends approval of this review, with conditions. This Off-Premise Sign use will be subject to review in three years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

NOTICES MAILED 271 (By City Clerk)

APPROVALS 0

PROTESTS 1

(2)

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-40350 APN: 163-02-114-003

Name of Property Owner: Russo, Andrea & Susan

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Andrea J Russo Susan R Russo 11/08/10

Print Name: ANDREA J RUSSO Susan R. Russo

Subscribed and sworn before me

This 8th day of November, 2010

_____

Notary Public in and for said County and State

LARRY D. KRIEGER
Comm. No.1868799
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Nov. 15, 2013

RECEIVED
DEC 02 2010

RECEIVED
NOV 10 2010
By

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Santa Clara

On 11-8-10 (Date) before me, Larry D. Krieger (Here Insert Name and Title of the Officer),
personally appeared Andrea J. Russo (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LARRY D. KRIEGER
Comm. No. 1868799
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Nov. 15, 2013

Signature: _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Application / Financial Interest

Document Date: 11-8-10 Number of Pages: 2

Signer(s) Other Than Named Above: Susan R. Russo

Capacity(ies) Claimed by Signer(s)

Signer's Name: Andrea J. Russo

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Susan R. Russo

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 6431 W. Charleston Blvd.

Project Name Charleston / Torrey Pines sign **Proposed Use** off-premise sign

Assessor's Parcel #(s) 163-02-114-003 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required review for an existing off-premise sign

PROPERTY OWNER Russo Andrea & Susan **Contact** Susan Russo

Address 441 Mares Court **Phone:** _____ **Fax:** _____

City Pleasanton **State** CA **Zip** 64566-9506

E-mail Address _____

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE Same as applicant **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Andrea J. Russo 11/8/10

Property Owner Signature* Susan R Russo 11/8/10

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ANDREA J. RUSSO Susan R. Russo

Subscribed and sworn before me

This 8th day of November, 20 10.

_____

Notary Public in and for said County and State

LARRY D. KRIEGER
Comm. No.1868799
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Nov. 15, 2013

Revised 10/27/08

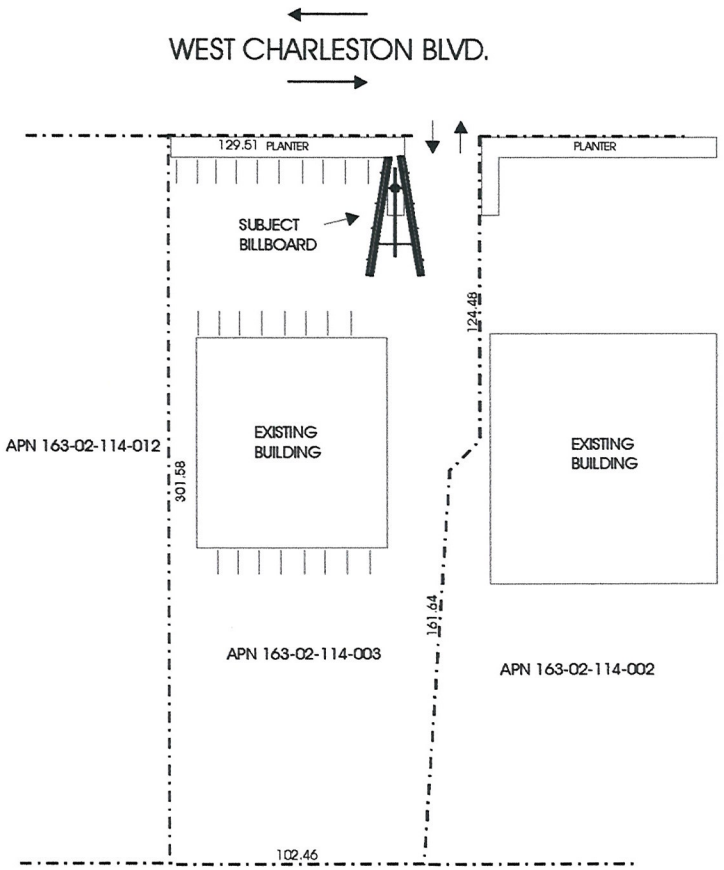
FOR DEPARTMENT USE ONLY

Case #	RQR-40350
Meeting Date:	1/25/11
Total Fee:	$ 900.00
Date Received:*	12-2-10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

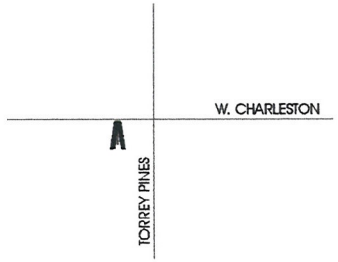
f:\depot\Application Packet\Application Form.pdf

RECEIVED
DEC 02 2010





ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

RECEIVED
DEC 02 2010

LAMAR OUTDOOR ADVERTISING		
SCALE: 1" = 50'	DATE: 1/28/09	DRAWN BY: S.NAFTZGER
JOOJ INVESTMENTS		
APN 163-02-114-003		DRAWING NUMBER:

RQR-40350



RECEIVED
DEC 02 2010

RQR-40350



DEC 02 2010

RQR-40350



RQR-40350 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: ANDREA AND SUSAN RUSSO
506 FREMONT STREET

12/14/10



RQR-40350 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: ANDREA AND SUSAN RUSSO
506 FREMONT STREET

12/14/10



RQR-40350 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: ANDREA AND SUSAN RUSSO
506 FREMONT STREET

12/14/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

May 1, 2009

Mr. Scott Naftzger
Lamar Central Outdoor, LLC
1863 Helm Drive
Las Vegas, NV 89119

RE: Embellishment on an existing Off-Premise Sign at 6431 West Charleston Boulevard: SDR-34363

Dear Mr. Naftzger:

It has been determined that the proposed addition of a 4-foot by 24-foot Embellishment on an existing Off-Premise Sign located at 6431 West Charleston Boulevard meets the standard for approval as defined in Title 19.14.100 of the Zoning Code of the city of Las Vegas, subject to the following.

1. Conformance to the submitted site plan and elevations signed and dated April 30, 2009.

2. This Minor Site Development Plan Review is final; no additional applications will be required prior to submittal of building permits. A copy of this letter must be included in the building permit package.

If you have any questions, please feel free to contact me at (702) 229-6895.

Sincerely,

Debbie Sullivan, Planner I
Current Planning Division
Planning & Development Department

DS:dw

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

MAY 03 2010

Printed with environmentally friendly soy ink.

RQR-40350

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

January 11, 2008

JOOJ Investments LLC
13600 Marina Point Drive, #1815
Marina Del Rey, California 90292

RE: RQR-25210 – REQUIRED REVIEW
CITY COUNCIL MEETING OF JANUARY 9, 2008

Dear Applicant:

The City Council at a regular meeting held January 9, 2008 APPROVED the Required Three Year Review of an approved Special Use Permit (SUP-4693) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 10, 2008. This approval is subject to:

Planning & Development

1. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

2. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

RQR-40350

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Naftzger
Lamar Outdoor Advertising
Las Vegas, Nevada 89119



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
MICHAEL MACK
STEVE WOLFSON
LOIS TARKANIAN

DOUGLAS A. SELBY
CITY MANAGER

May 10, 2005

Mr. Tom Obata
7015 Furlong Avenue
Gilroy, California 95020

RE: SUP-4693 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MARCH 16, 2005

Dear Mr. Obata:

The City Council at a regular meeting held March 16, 2005 considered the Appeal filed by the applicant from the Denial by the Planning Commission on a request for a Special Use Permit FOR A PROPOSED 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 6431 West Charleston Boulevard (APN 163-02-114-003), C-1 (Limited Commercial) Zone.

The City Council granted the Appeal; thereby APPROVING the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on March 17, 2005. This approval is subject to:

Planning and Development

1. The sign structure and pole shall match that of the shopping center, in conformance with elevations submitted 3/16/2005.

2. 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.

3. The Special Use Permit shall be reviewed in two (2) years at which time the City Council may require the off-premises sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premises advertising (billboard) sign be removed.

4. Conformance to all Minimum Requirements under Title 19.14 for an Off-Premises Sign use and other applicable sign requirements.

5. The off-premises advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of trash, weeds and graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premises advertising (billboard) sign.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-1-05
CLV 7009

RQR-40350

6. The off-premises advertising (billboard) sign support pole shall be designed to include finish materials to complement the existing on-site buildings.

7. Only one advertising sign is permitted per sign face.

8. The entire face-area of both sides of the off-premises advertising (billboard) sign shall be signage area or its border framework; none of the supporting structure shall be visible aside from the support pole.

9. If the off-premises advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premises advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

10. All City Code requirements and design standards of all City Departments shall be satisfied.

Public Works

11. The off-premise advertising (billboard) sign shall not be located within public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

Sincerely,

Ydoleena Yturralde
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Jay Brown
520 South Fourth Street
Las Vegas, Nevada 89101

Ms. Glenda Lippman
Orion Outdoor Media
7924 Rockbridge Circle
Las Vegas, Nevada 89128

FAX 01/01
SAMSON EQUITIES
7029485001
02/04/2011 13:54
02/04/2011 FRI 13 55 [TX/RX NO 8854] 001

RECEIVED
CITY CLERK
2011 FEB -7 A 7 04

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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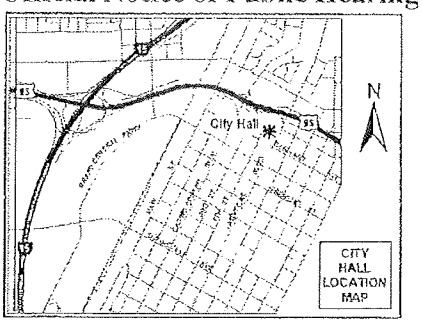
Return Service Requested
Official Notice of Public Hearing



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.

THE SIGN IS A ENORMOUS DISTRACTION TO THE NEIGHBORHOOD AND BLIGHTED AS IT HAS

FELDMAN ROBERT L
%SAMSON EQUITIES CORP
800 N RAINBOW BLVD #208
LAS VEGAS NV 89107-1193

APN#16302114010

RQR-40350
City Council Meeting of 2/16/2011

25 FEDONI 89107

P.001/001
(FAX)
02/05/2011 01:53

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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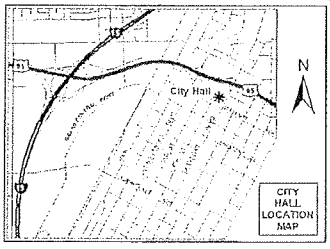
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40350

City Council Meeting of 2/16/2011

SINIBALDI MATTHEW J
6715 W CHARLESTON BLVD #4
LAS VEGAS NV 89146-9221

APN#16302111047

RECEIVED
CITY CLERK
2011 FEB -7 A 7:05

55 KRDON11 89146

02/05/2011 SAT 13:35 [TX/RX NO 8863] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **RQR-40350 – APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: ANDREA AND SUSAN RUSSO**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JANUARY 25, 2011*** 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 ***JANUARY 24, 2011***.

Signature — 1/19/11 Date

Scott Naftzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

RECEIVED
JAN 18 2011

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

12

PAGE 01/01
SAMSON EQUITIES
7029485001
01/18/2011 16:08

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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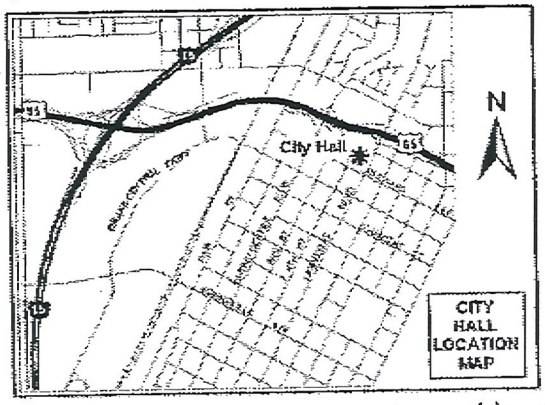
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40350

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: RQR-40350

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FELDMAN ROBERT L
%SAMSON EQUITIES CORP
800 N RAINBOW BLVD #208
LAS VEGAS NV 89107-1193

12/0

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

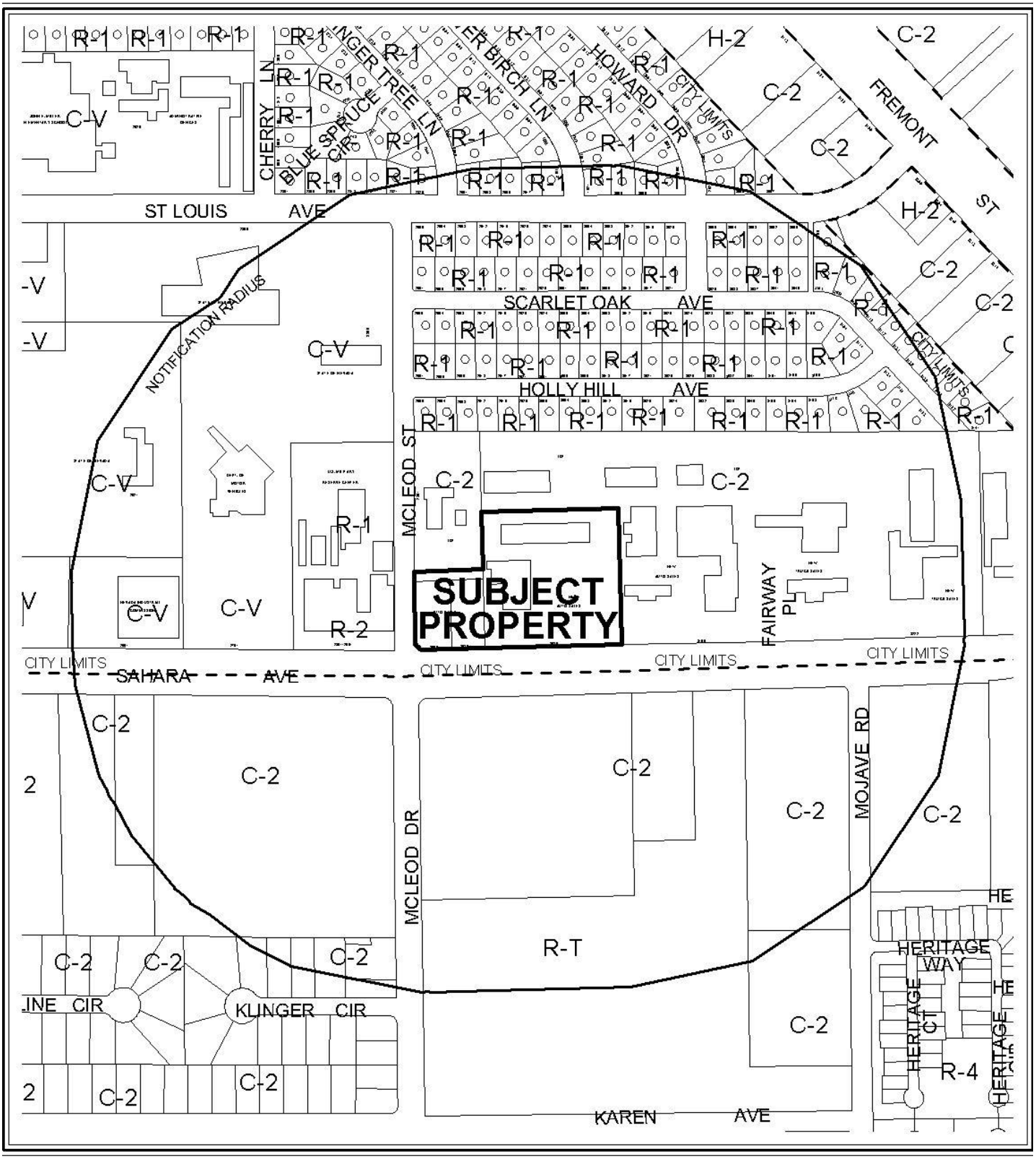
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40436 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC - OWNER: BILL HADEN, INC. - Request for a Special Use Permit FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-801-018; 019; 020; and 021), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Support Postcards
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Item SUP-40436



0 300 600 Feet

CASE: **SUP-40436**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **SUP-40436**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DRIVETIME CAR SALES COMPANY, LLC – OWNER: BILL HADEN, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40436	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-40436 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Motor Vehicle Sales, (Used) use.

2. Conformance to the approved conditions for Rezoning (Z-0071-77) and Plot Plan Review (Z-0071-77).

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 32,237 square-foot Motor Vehicle Sales, (Used) use at 3030 East Sahara Avenue. The subject property contains existing buildings totaling 32,237 square feet that were previously approved through Plot Plan Review (Z-0071-77) for a New Car Dealership, which operated at the site for 24 years. Staff recommends approval of this request, as it can be conducted in a manner that is compatible with the surrounding uses. If this application is denied, the vacant buildings would remain.

ISSUES

- A Motor Vehicle Sales, (Used) use is permitted in the C-2 (General Commercial) Zoning District with the approval of a Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/21/70	The Board of City Commissioners approved a Rezoning (Z-0060-70) of property generally located on the north side of Sahara Avenue between McLeod Street and Boulder Highway from R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) to C-2 (General Commercial), under Resolution of Intent.
09/07/77	The Board of City Commissioners approved a Rezoning (Z-0071-77) of property generally located on the northeast corner of Sahara Avenue and McLeod Street from R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) to C-2 (General Commercial), under Resolution of Intent. The Planning Commission and staff recommended approval.
03/26/85	The Planning Commission approved a Plot Plan Review (Z-0071-77) for a New Car Dealership on property generally located on the northeast corner of Sahara Avenue and McLeod Street. The Planning and Development Department staff recommended approval.
01/25/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 15/jg).

Most Recent Change of Ownership	
05/25/71	A deed was recorded for a change in ownership for (APN 162-01-801-021).
03/06/78	A deed was recorded for a change in ownership for (APN 162-01-801-020).
06/06/84	A deed was recorded for a change in ownership for (APN 162-01-801-018).
02/07/85	A deed was recorded for a change in ownership for (APN 162-01-801-019).

Related Building Permits/Business Licenses	
C.1972	A restaurant at 3030 East Sahara Avenue were constructed
C.1986	A sales office / showroom and garage at 3030 East Sahara Avenue were constructed
02/24/86	A business license (A16-00001) was issued for Automobile Sales at 3030 East Sahara Avenue. The license was marked out of business on 09/08/10.
03/07/95	A business license (A19-00112) was issued for a Rental Car Agency at 3030 East Sahara Avenue. The license was marked out of business on 01/30/09.

Pre-Application Meeting	
12/03/10	A pre-application meeting with the applicant was held where elements of submitting a Special Use Permit for a Motor Vehicle Sales (Used) use.

Neighborhood Meeting
A neighborhood meeting is not required for this application, nor was one held.

Field Check	
12/14/10	During a site visit, staff noted a vacant Motor Vehicle Sales (New) and Motor Vehicle Sales (Used) lots, with service bays to be clean and free of debris.

Details of Application Request	
Site Area	
Net Acres	4.71

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	GC (General Commercial)	C-2 (General Commercial)
North	Motor Vehicle Sales (New)	GC (General Commercial)	C-2 (General Commercial)
South	Sahara Avenue	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Motor Vehicle Sales (New)	GC (General Commercial)	C-2 (General Commercial)
West	Government Facility	PF (Public Facility)	R-1 (Single Family Residential)
			R-2 (Medium-Low Density Residential)

JG

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance	X		Y

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	100	N
McLeod Street	Local	N/A	60	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales, (Used)	32,237 SF	1/500 SF	65				
TOTAL SPACES REQUIRED			65		387		Y
Regular and Handicap Spaces Required			62	3	383	4	Y

ANALYSIS

A Motor Vehicle Sales, (Used) use is defined by Title 19.20.020 as "a facility or area used primarily for the display and sale (or leasing) of used automobiles, motorcycles and motor scooters, but excluding mopeds. The term includes service bays and auto body shops which are incidental and accessory to the sales use. The applicant is proposing a Motor Vehicle Sales, (Used) use on property that was formally a Motor Vehicle Sales, (New) use. The proposed hours

of operation would be from 10:00 a.m. to 8:00 p.m. Monday through Thursday and from 8:30 a.m. to 8:30 p.m. Friday and Saturday. An on-street bike trail has been proposed on McLeod Street along the western property line. The proposed use complies with Title 19.04 minimum Special Use Permit Requirements and can be conducted in a manner that is compatible with existing and surrounding land uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-40436)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use will be located on a former Motor Vehicle Sales, (New) site. The proposed use can be conducted in a manner that is harmonious and compatible with the existing and future uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site has adequate parking, including display spaces, and floor area to provide facilities for the Motor Vehicle Sales, (Used) use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed by Sahara Avenue and McLeod Street. These streets are of sufficient size to accommodate the needs of the proposed Motor Vehicle Sales, (Used) use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed use complies with the minimum Special Use Requirements for a Motor Vehicle Sales, (Used) use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 6

NOTICES MAILED 152 (By City Clerk)

APPROVALS 1

PROTESTS 1

JG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40436** APN: 162-01-801-018; 019; 020, 021

Name of Property Owner: Bill Haden, Inc.

Name of Applicant: DriveTime Car Sales Company, LLC -- Steven Johnson

Name of Representative: Erin McMullen, Snell & Wilmer L.L.P

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: James Haden - Asignee

Subscribed and sworn before me

This 8 day of December, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MISTY HUFF
Appt. No. 04-90236-1
My Appt. Expires July 6, 2012

RECEIVED
DEC 09 2010
City of Las Vegas

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 3000 E. Sahara Ave. and 3030 E. Sahara Ave.

Project Name DriveTime Car Sales Company, LLC **Proposed Use** Motor Vehicle Sales (Used)

Assessor's Parcel #(s) 162-01-801-018; 019; 020; and 021 **Ward #** 3 - Reese

General Plan: existing GC proposed GC **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 32,237 total sq. ft. **Floor Area Ratio** 1:6.37

Gross Acres 4.71 acres **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER Bill Haden, Inc. **Contact** James Haden

Address 2625 Wigwam Parkway #106 **Phone:** **Fax:**

City Henderson **State** NV **Zip** 89074

E-mail Address hadenj@lvtechs.com

APPLICANT DriveTime Car Sales Company, LLC **Contact** Steven Johnson

Address 4020 E. Indian School Road **Phone:** (602) 778-5003 **Fax:** (602) 778-5025

City Phoenix **State** AZ **Zip** 85018

E-mail Address Steven.Johnson@drivetime.com

REPRESENTATIVE Snell & Wilmer, LLP **Contact** Erin McMullen

Address 3883 Howard Hughes Parkway, Suite 1100 **Phone:** (702) 784-5269 **Fax:** (702) 784-5252

City Las Vegas **State** NV **Zip** 89169

E-mail Address emcmullen@swlaw.com

Property Owner Signature* Jan C Haden

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James Haden - Assignee

Subscribed and sworn before me

This 8 day of December, 2010.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MISTY HUFF
Appt. No. 04-90236-1
My Appt. Expires July 6, 2012

FOR DEPARTMENT USE ONLY

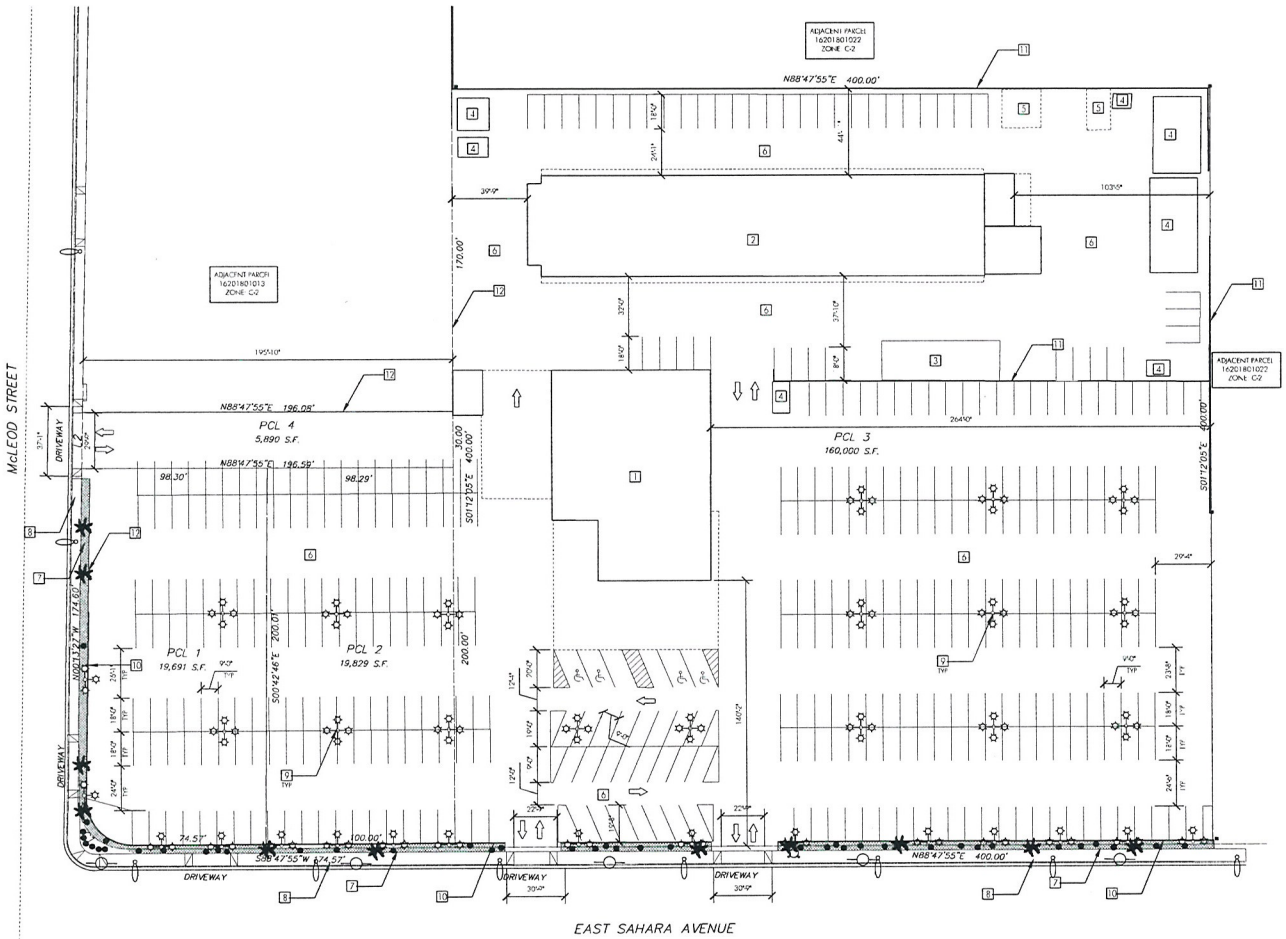
Case #	SUP-40436
Meeting Date:	1/25/11
Total Fee:	$1,030
Date Received:*	12/9/10
Received By:	BLS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
DEC 09 2010
City of Las Vegas

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



KEYNOTES

1	EXISTING MOTOR VEHICLE SALES BUILDING
2	EXISTING AUTO REPAIR BUILDING
3	EXISTING CARWASH
4	EXISTING SHED
5	EXISTING CANOPY
6	EXISTING ASPHALT PAVING
7	EXISTING LANDSCAPING - PALM TREES AND SHRUBS
8	EXISTING CONCRETE WALK
9	EXISTING POLE LIGHT
10	EXISTING BLOCK WALL - MAX HEIGHT 3 FEET
11	EXISTING BLOCK WALL - MAX HEIGHT 10 FEET
12	EXISTING CHAIN LINK FENCE - MAX HEIGHT 10 FEET

PARKING

MOTOR VEHICLE SALES, USED	18,747 SF
REQUIRED:	1 STALL PER 500 SF = 38 STALLS
PROVIDED	40 STALLS
AUTO REPAIR, MINOR	13,490 SF
REQUIRED:	1 STALL PER 200 SF = 73 STALLS
PROVIDED	75 STALLS

SITE DATA

PARCEL	162018010 18, 19, 20 & 21
ADDRESS	3030 E SAHARA
JURISDICTION:	LAS VEGAS - WARD 4
ZONING	C-2
LOT SIZE	0.14 + 0.44 + 0.46 + 3.67 = 4.57 ACRE
F.A.R.	1.6.37

VICINITY



SITE PLAN SCALE: 1"=30'

DRIVETIME CAR SALES COMPANY

SUP-40436

RBA ARCHITECTURE December 9, 2010

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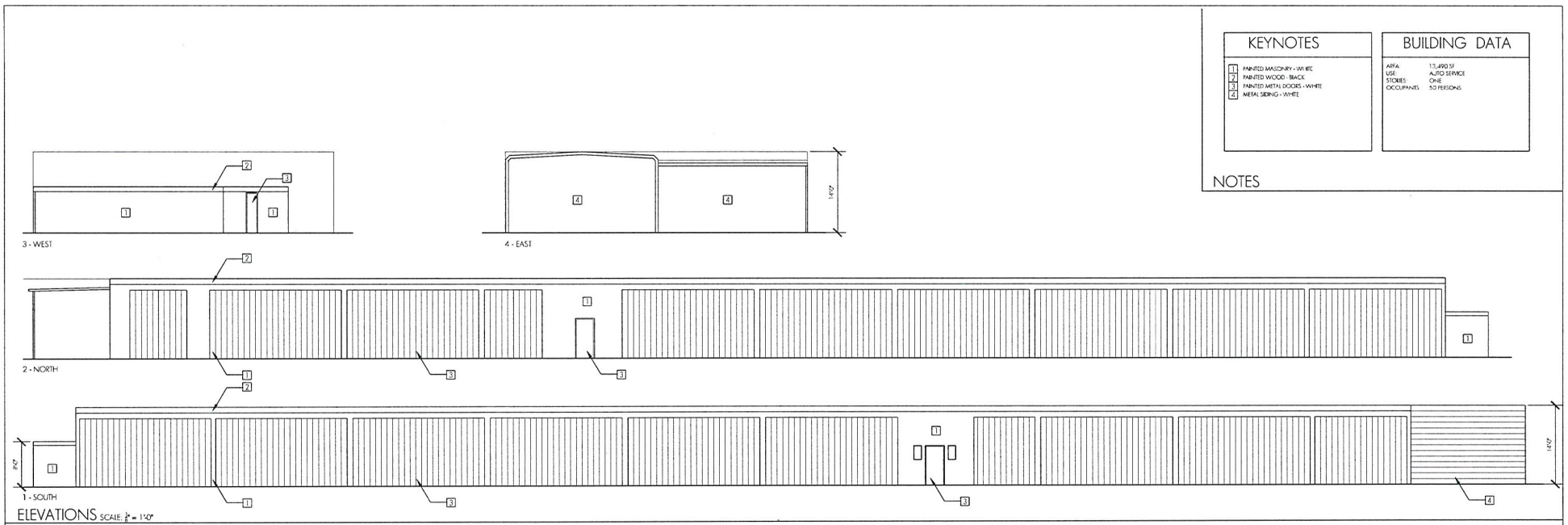
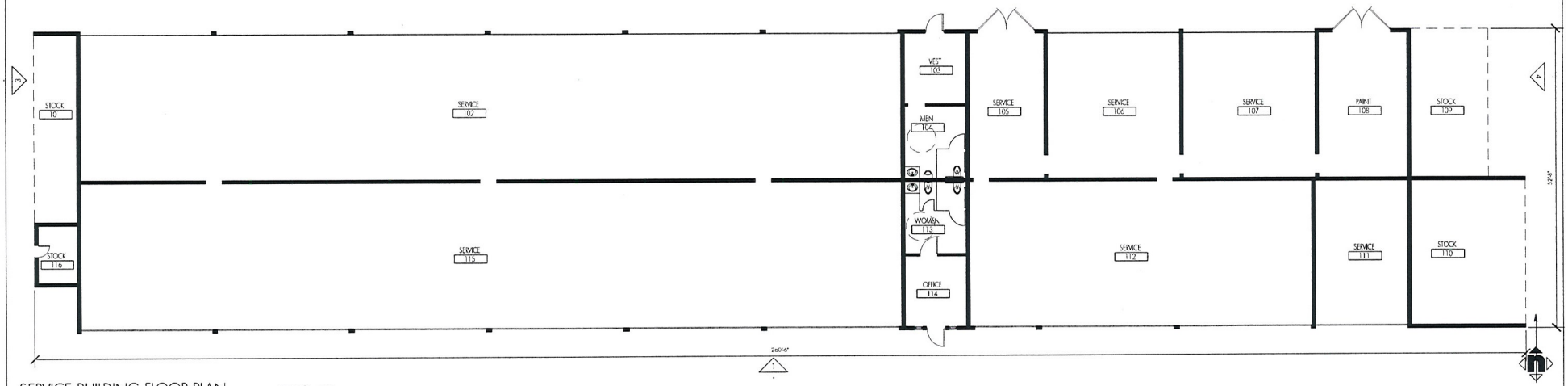
City of Las Vegas



ELEVATIONS SCALE: 1/8" = 1'-0"



SERVICE BUILDING FLOOR PLAN SCALE 1/8" = 1'-0"

KEYNOTES

1. PAINTED MASONRY - WHITE
2. PAINTED WOOD - BLACK
3. PAINTED METAL DOORS - WHITE
4. METAL SIDING - WHITE

BUILDING DATA

AREA:	13,490 SF
USE:	AUTO SERVICE
STORIES:	ONE
OCCUPANTS:	50 PERSONS

NOTES

DRIVETIME CAR SALES COMPANY

RBA ARCHITECTURE December 9, 2010

SUP-40436

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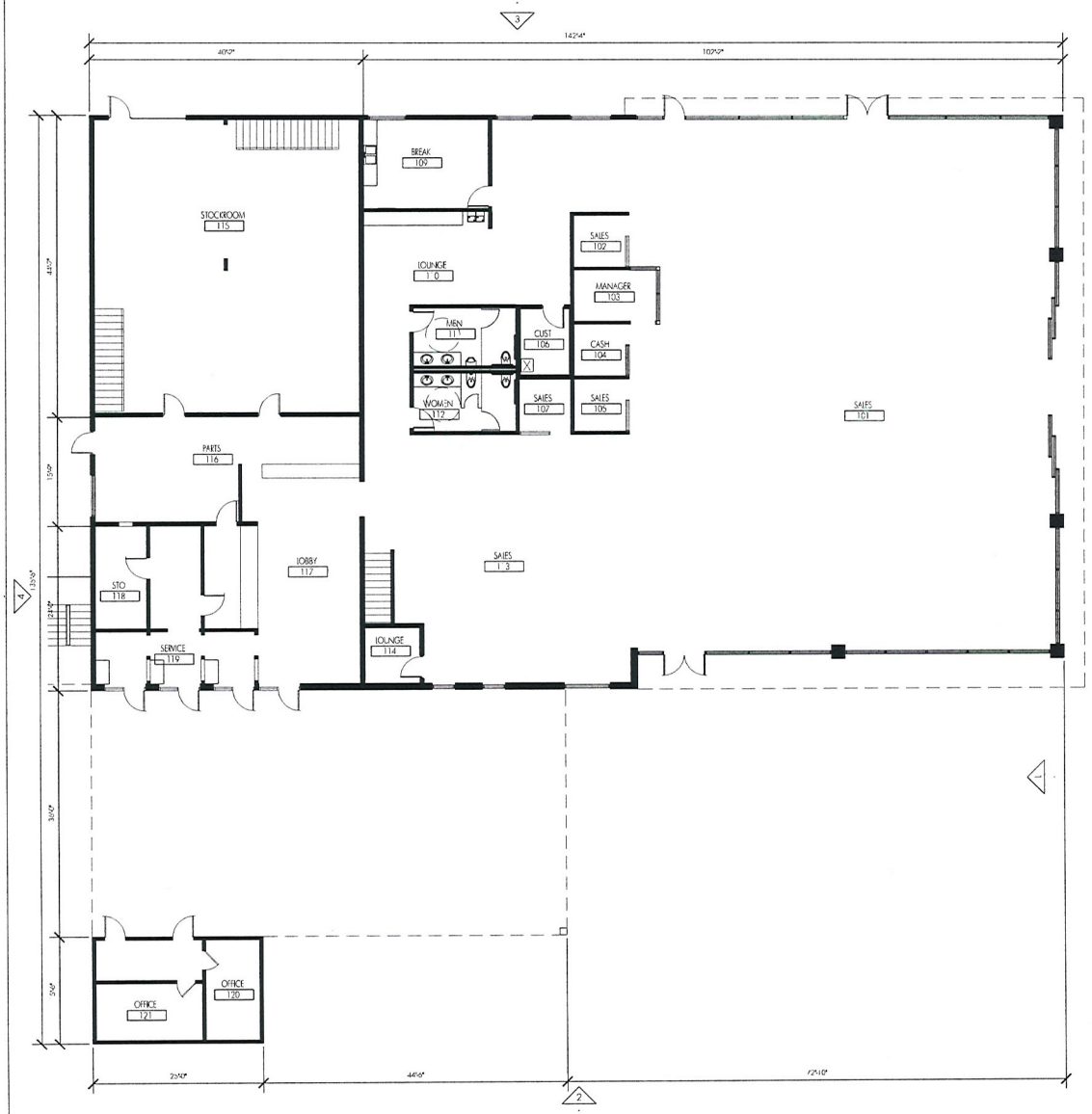
DEC 09 2010
City of Las Vegas

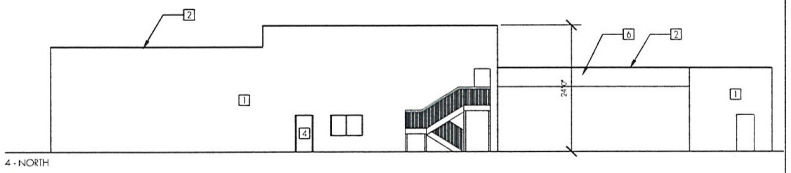


MOTOR VEHICLE SALES BUILDING FIRST FLOOR PLAN SCALE 1/8" = 1'-0"

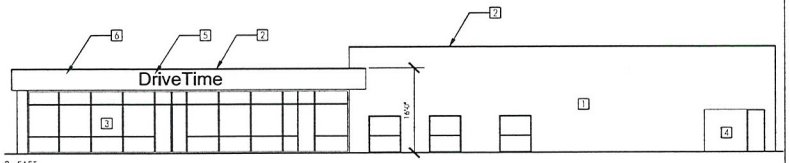
KEYNOTES
1 MASONRY - WHITE
2 METAL TRIM - BLACK
3 STOREFRONT WINDOW FRAME - SILVER
4 METAL DOOR - WHITE
5 BUILDING SIGNAGE
6 STUCCO FINISH - WHITE

BUILDING DATA	
AREA	
1ST FLOOR	12,034 SF
2ND FLOOR	6713 SF
USE	M
STORIES	TWO
OCCUPANTS	
1ST FLOOR	349 PERSONS
2ND FLOOR	23 PERSONS

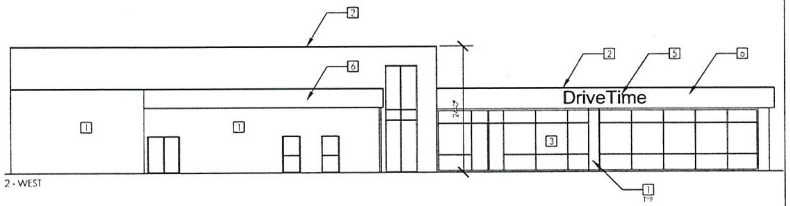
NOTES



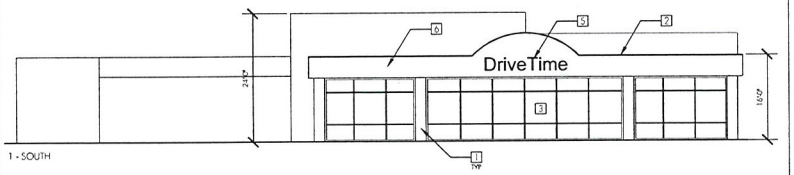
4 - NORTH



3 - EAST



2 - WEST



1 - SOUTH

ELEVATIONS SCALE 1/8" = 1'-0"

DRIVETIME CAR SALES COMPANY

RBA ARCHITECTURE December 9, 2010

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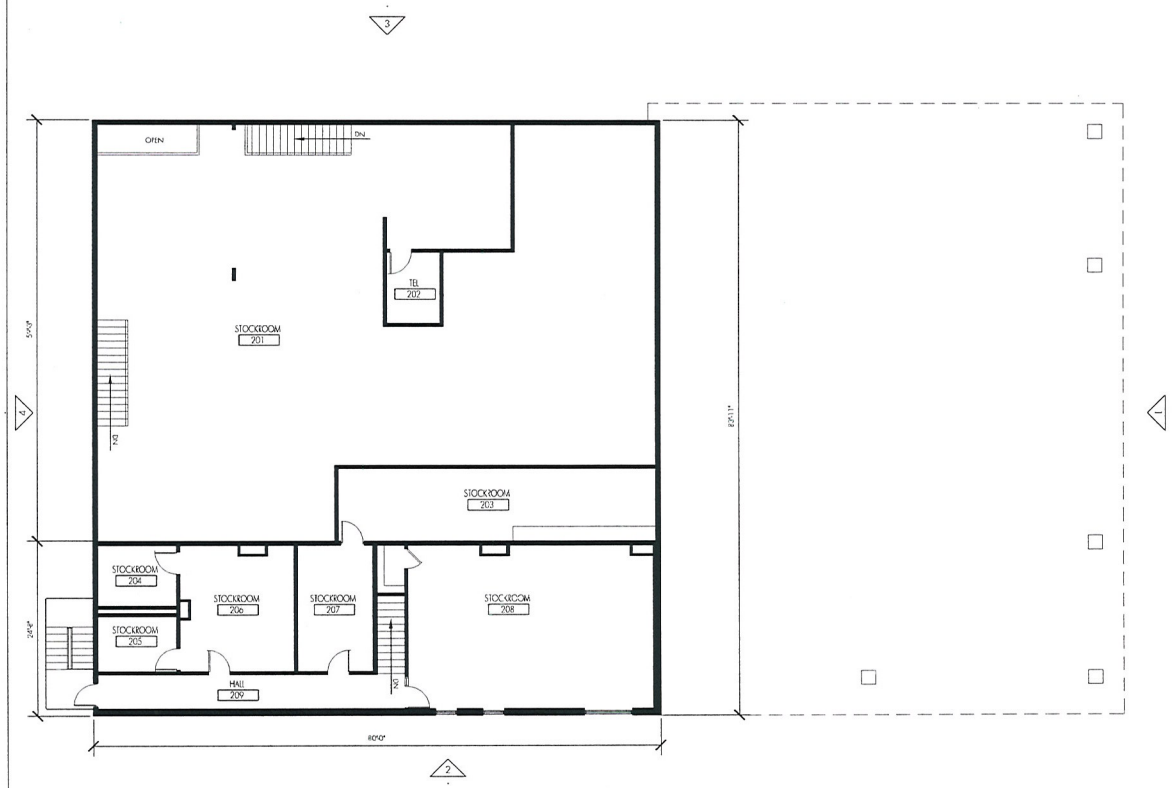
City of Las Vegas

SUP-40436



MOTOR VEHICLE SALES BUILDING SECOND FLOOR PLAN SCALE: 1/8" = 1'-0"

DRIVETIME CAR SALES COMPANY

BUILDING DATA

AREA	
1ST FLOOR	12,034 SF
2ND FLOOR	6713 SF
USE	M
STORIES	TWO
OCCUPANTS	
1ST FLOOR	349 PERSONS
2ND FLOOR	23 PERSONS

NOTES

SCALE:

PBA ARCHITECTURE December 9, 2010

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DEC 09 2010
City of Las Vegas

SUP-40436



SUP-40436 - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC – OWNER: BILL HADEN, INC.
3030 EAST SAHARA AVENUE

12/14/10



SUP-40436 - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC – OWNER: BILL HADEN, INC.
3030 EAST SAHARA AVENUE

12/14/10



SUP-40436 - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC – OWNER: BILL HADEN, INC.
3030 EAST SAHARA AVENUE

12/14/10

Snell & Wilmer
L.L.P.
LAW OFFICES

Hughes Center
3883 Howard Hughes Parkway
Suite 1100
Las Vegas, Nevada 89169-5958
702.784.5200
702.784.5252 (Fax)
www.swlaw.com

DENVER
LAS VEGAS
LOS ANGELES
LOS CABOS
ORANGE COUNTY
PHOENIX
SALT LAKE CITY
TUCSON

Erin McMullen
702.784.5269
emcmullen@swlaw.com

December 9, 2010

38764.0084

City of Las Vegas
Department of Planning and Development
731 South 4th Street
Las Vegas, Nevada 89101

Re: Justification Letter for Applicant DriveTime Car Sales Company, LLC (Parcel Nos. 162-01-801-018, 162-01-801-019, 162-01-801-020 and 162-01-801-021)

This firm represents DriveTime Car Sales Company, LLC ("DriveTime"). DriveTime has entered into an agreement to purchase the above-referenced adjacent parcel numbers which are located at 3000 East Sahara Avenue and 3030 East Sahara Avenue (collectively the "Sahara Property").

DriveTime intends to use the Sahara Property for the sale of used motor vehicles with an accessory auto body and service facility. DriveTime will simply utilize the existing buildings on the Sahara Property for the sale of used motor vehicles, along with an accessory auto body and service facility in support of the sales operations. Currently, the Property is classified as a General Commercial Zoning District (C-2). Pursuant to Las Vegas Municipal Code Title 19.04.010, a Special Use Permit is required for used motor vehicle sales in a General Commercial Zoning District. Therefore, DriveTime requests that it be granted a Special Use Permit from the Planning Commission in order to proceed with its intended use of the Sahara Property for the sale and service of used motor vehicles.

DriveTime intends to have 25 employees, and the proposed hours of operation are Monday through Thursday from 10:00 a.m. to 8:00 p.m., Friday and Saturday from 8:30 a.m. to 8:30 p.m., and closed on Sundays. DriveTime will obtain the requisite used motor vehicle dealer license issued by the Nevada Department of Transportation, Motor Vehicle Division in order to operate.

DriveTime also operates two similar used car sales dealerships located at 3333 East Fremont Street (opened in 1986) and a used car sales dealership at 1616 South Decatur (opening in 2004). Pictures of both locations, as well as the Department of Motor Vehicles Dealer Licenses for both locations are attached.

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City of Las Vegas

SUP-40436

Snell & Wilmer is a member of LEX MUNDI, The Leading Association of Independent Law Firms.

Snell & Wilmer
L.L.P.

Title 19.18 of the Las Vegas Municipal Code sets forth various issues for the Planning Commission to consider when determining whether or not to approve a Special Use Permit. In order to approve a Special Use Permit, the Planning Commission must determine that: (1) the proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan; (2) the subject site is physically suitable for the type and intensity of land use being proposed; (3) Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use; and (4) approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety and welfare or the overall objectives of the General Plan.

DriveTime is able to satisfy all of the above criteria. Although the property is currently vacant, it was previously operated as a new and used car dealership. As such, the subject site is physically suitable for the type and intensity of land use being proposed since the previous use was for a similar purpose. Furthermore, much of the surrounding property areas are also used for the same purpose (i.e. the sale of motor vehicles), which indicates that DriveTime's intended use would be harmonious and compatible with the surrounding land uses and consistent with the General Plan. The Property is located on East Sahara Avenue, a major thoroughfare, and is easily accessible via Boulder Highway and other alternative routes to accommodate future customers. Lastly, approval of a Special Use Permit to allow DriveTime to sell used motor vehicles on the Property would in no way be inconsistent with the General Plan or compromise public health or safety, as DriveTime's intended use is consistent with the surrounding areas and previous use of the Property.

Based on the foregoing, DriveTime's intended use of the property for the sale of used motor vehicles is justified. Please feel free to contact me should you have any questions or require additional information.

Sincerely,
Snell & Wilmer, L.L.P.

Erin McMullen

SUP-40436

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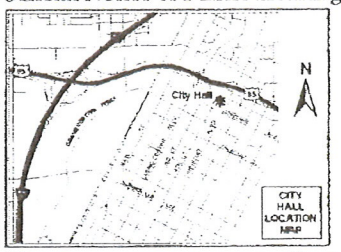
DEC 09 2010
City of Las Vegas

P.01
702 795 8779
11 10:58 AM M CANTWELL
02/04/2011 FRI 11 47 [TX/RX NO 8853] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40436
City Council Meeting of 2/16/2011

27 KRDGN11 89104

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
2011 FEB -7 A 7 04

CANTWELL BERNARD & CHARLOTTE E
2904 ST LOUIS AVE
LAS VEGAS NV 89104-4256

APN#16201810002

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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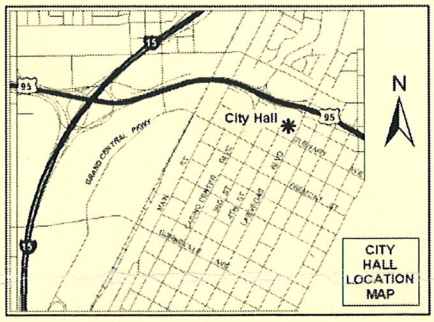
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40436
City Council Meeting of 2/16/2011

36 KRDGN11 89135

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
2011 FEB -7 P 12:29

WARD LINDA LEE REVOCABLE LIV TR
WARD LINDA LEE TRS
11278 WINTER COTTAGE PL
LAS VEGAS NV 89135-1702

APN#16201801013

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
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **SUP-40436 - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC - OWNER: BILL HADEN, INC.**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JANUARY 25, 2011*** 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 ***JANUARY 24, 2011***.

Steven P. Johnson
Signature

January 19, 2011
Date

Steven P. Johnson - In House Counsel
Please Print Name

DriveTime Car Sales Company, LLC
Company Name

Sincerely,

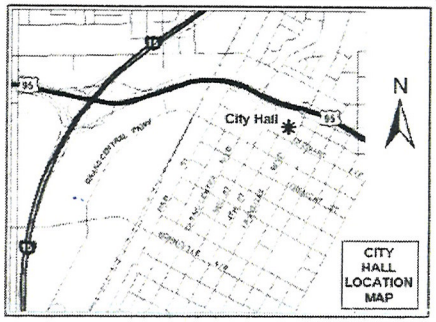
RECEIVED
JAN 20 2011

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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JAN 20 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40436
Planning Commission Meeting of 1/25/2011

Case: SUP-40436
16201801013
WARD LINDA LEE REVOCABLE LIV TR
11278 WINTER COTTAGE PL
LAS VEGAS NV 89135-1702

36 KRDFNP1 89135

15 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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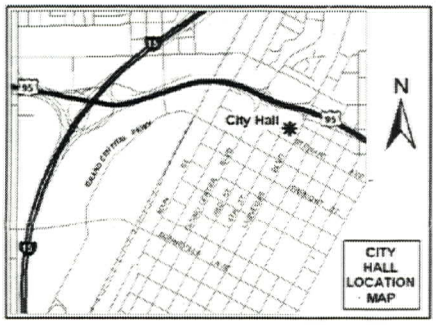
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 26 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40436
Planning Commission Meeting of 1/25/2011

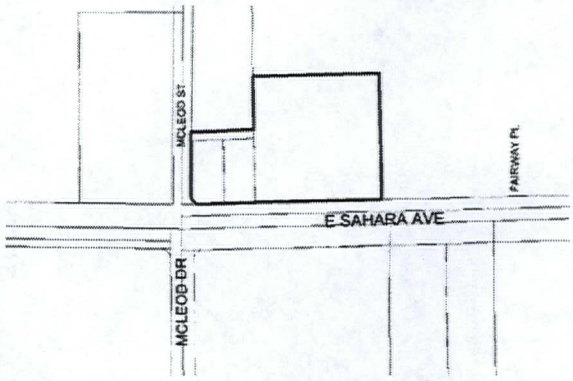
Case: SUP-40436
16201801022
FAIRWAY CHEVROLET COMPANY
3222 E SAHARA AVE
LAS VEGAS NV 89104-4304

27 KRDFNP1 89104

Application Information

SUP-40436 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: DRIVETIME CAR SALES COMPANY, LLC - OWNER: BILL HADEN, INC. - Request for a Special Use Permit FOR A PROPOSED 32,237 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 3030 East Sahara Avenue (APNs 162-01-801-018; 019; 020; and 021), C-2 (General Commercial) Zone, Ward 3 (Reese). ALLOWING A USED CAR DEALER TO OPERATE IN WHAT IS A ZONED NEW VEHICLE FRANCHISE BUILDING WILL CREATE AN UNFAIR ADVANTAGE. THE USED CAR DEALER WILL BENEFIT FROM THE ADVERTISING OF 5 NEW CAR FRANCHISES WITHOUT THE SAME FINANCIAL COMMITMENT AND INVESTMENT. FURTHER IT IS OUR UNDERSTANDING THAT THE USED CAR DEALER WILL OPERATE ON SUNDAYS WHILE THE NEW CAR DEALERSHIPS ARE REQUIRED TO BE CLOSED. WE ARE NOT OPPOSED IF THE STANDARDS REQUIRED TO RENOVATE ARE THE SAME AS WHAT WAS REQUIRED OF US AND THE DEALER AGREES TO FOLLOW THE RULES IMPOSED ON NEW CAR DEALERS AND BE CLOSED ON SUNDAYS.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***January 25, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

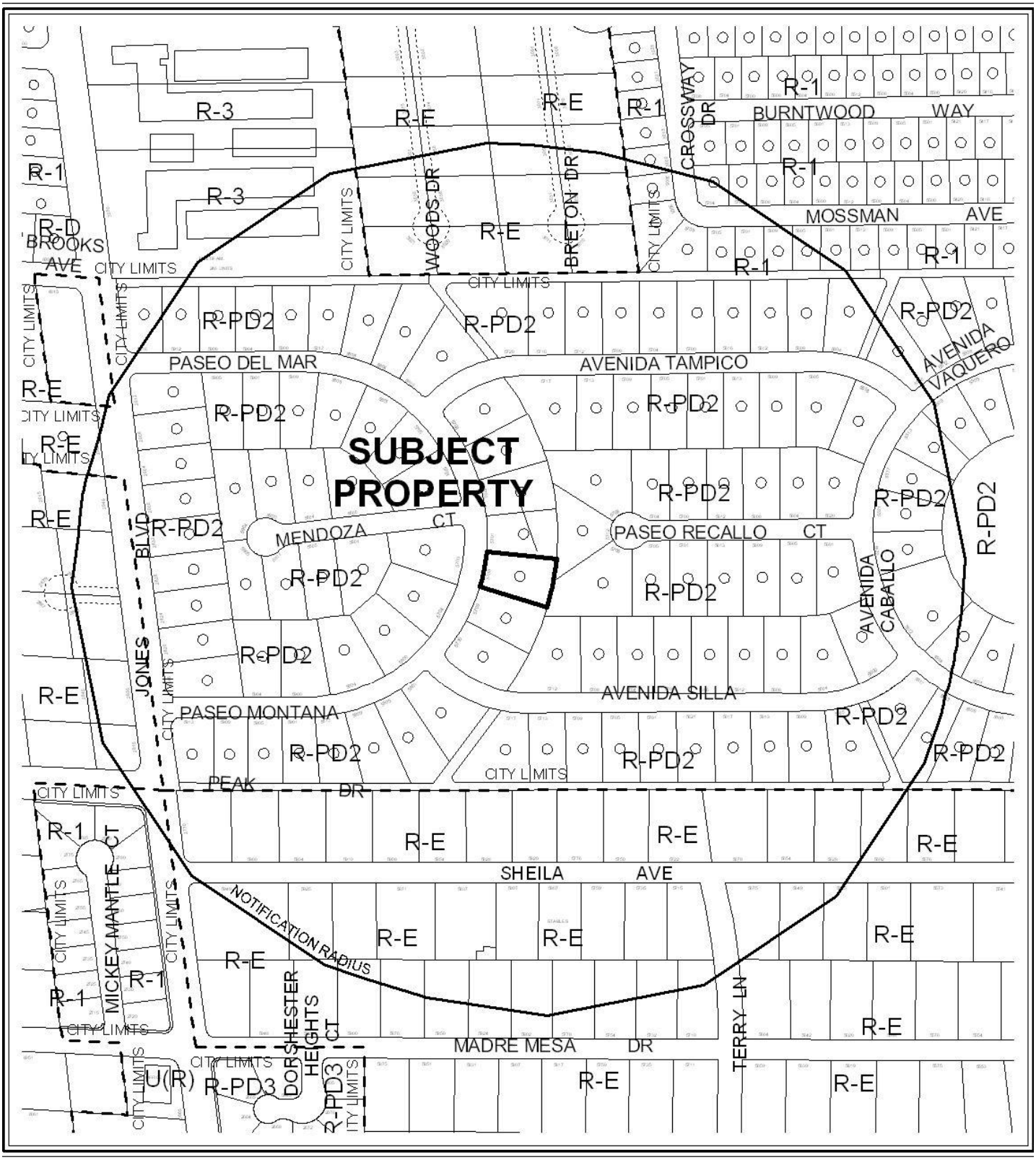
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40127 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROY WINBLAD - Appeal filed from the denial by the Planning Commission for a request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow). The Planning Commission (4-2 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**5**
City Council Meeting	**16**	**City Council Meeting**	**4**

RECOMMENDATION:
The Planning Commission (4-2 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Appeal Letter Submitted by Roy A. Winblad
6. Justification Letter
7. Protest/Support Postcards
8. Backup referenced from the December 16, 2010 Planning Commission Meeting Item VAR-40127



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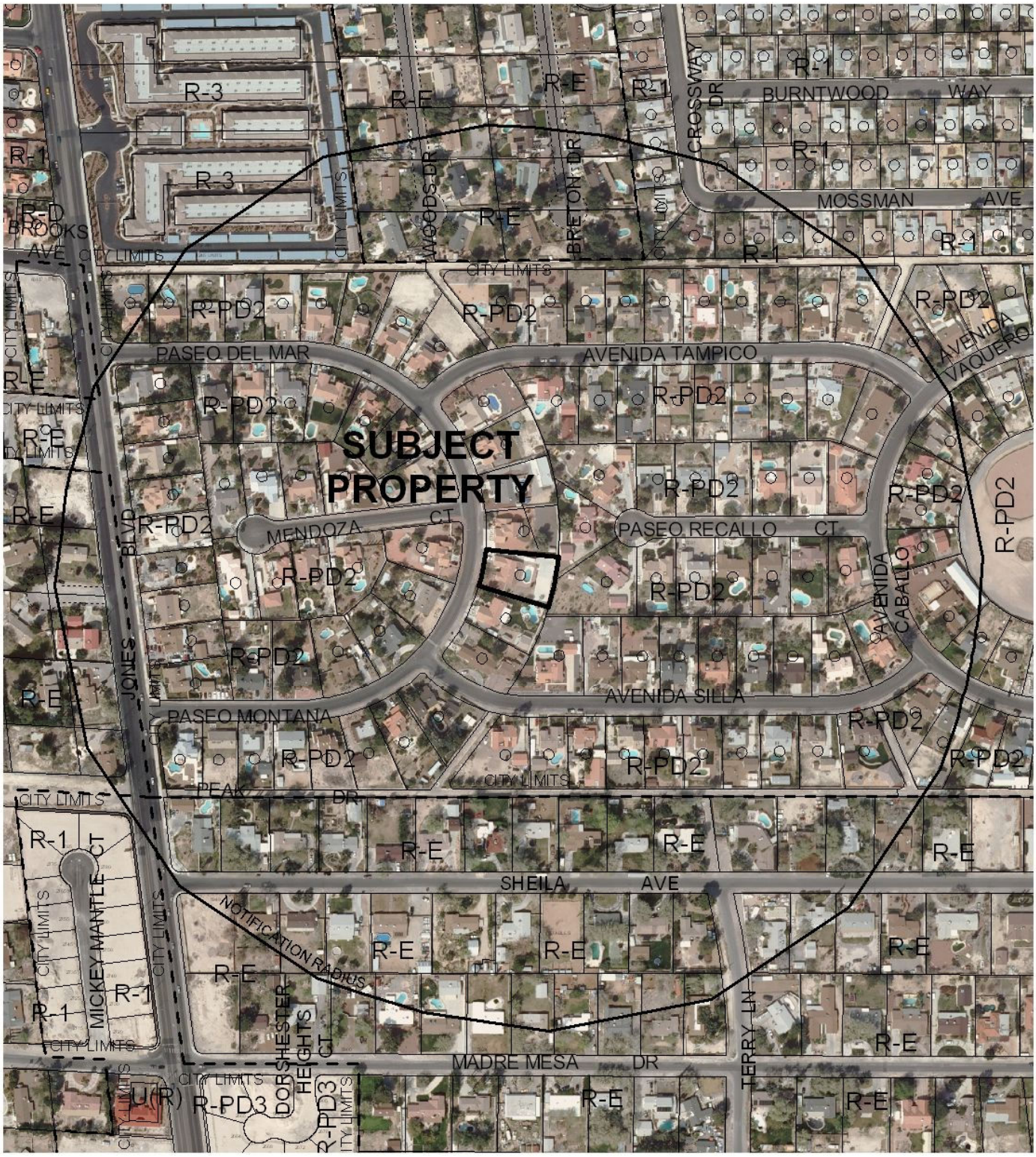
CASE: VAR-40127

RADIUS: 1000 FT.

ZONING OF SUBJECT PROPERTY: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT)

N



0 300 600 Feet

CASE: VAR-40127

RADIUS: 1000 FT.

ZONING OF SUBJECT PROPERTY: R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ROY WINBLAD

THIS ITEM WAS HELD IN ABEYANCE FROM THE 01/19/11 CITY COUNCIL MEETING

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-40127	Staff recommends DENIAL, if approved subject to conditions:	N/A

**** CONDITIONS ****

VAR-40127 CONDITIONS

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. 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.

3. Conformance to the site plan date stamped 11/02/10, and building elevation date stamped 1/13/11, except as amended herein.

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.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow a proposed 14'-4" tall, 3,000 square-foot Accessory Structure (Class II) where a 12-foot high, 800 square-foot Accessory Structure (Class II) is permitted on a developed single-family residential lot at 5705 Paseo Montana Court. The lot contains an existing 1,600 square-foot residence. Staff recommends denial, as no characteristics of the property prevent the Accessory Structure (Class II) from being designed to meet Title 19 standards. If this application is denied, the Accessory Structure (Class II) will have to be designed to conform to Title 19 requirements.

ISSUES

- This Variance application consists of two requests: to exceed the allowable square footage by 2,200 square feet, and to permit the accessory structure to stand two feet-four inches higher than the primary structure.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/04/76	The Board of City Commissioners approved an Annexation (A-0001-75) for property located Michael Way and Jones Boulevard extending north from Peak Drive approximately 320 feet. The Annexation became effective 02/09/76.
01/04/78	The Board of City Commissioners approved a revised Tentative Map for Charleston Heights Tract # 53A-D. The Planning Commission recommended approval.
09/07/83	A Final Map was recorded for Charleston Heights Tract # 53-D.
12/16/10	The Planning Commission (4-2 vote/gf/gt) recommends DENIAL (PC Agenda Item 17/jg).
12/20/10	The applicant filed an appeal with the City Clerk and the item was scheduled to be considered by the City Council on January 19, 2011.
01/19/11	The City Council voted to hold this item in abeyance to the February 16, 2011 City Council meeting.

Most Recent Change of Ownership	
05/28/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1987	The single family residence was constructed.
08/01/00	A building permit (00014349) was issued for a patio cover at 5705 Paseo Montana Court. The permit was finaled on 09/14/00.
09/20/05	A building permit (51023) was issued for a water heater at 5705 Paseo Montana Court. The permit was never finaled.

Pre-Application Meeting	
10/05/10	A pre-application meeting was held with the applicant where the submittal requirements for a Variance were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
11/09/10	During a site visit staff noted a single family residence that was clean of trash and debris.

Details of Application Request	
Site Area	
Net Acres	0.41

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	R (Rural Density Residential)	R-PD2 (Residential Planned Development-2 Units per Acre)
North	Single Family Residence	R (Rural Density Residential)	R-PD2 (Residential Planned Development-2 Units per Acre)
South	Single Family Residence	R (Rural Density Residential)	R-PD2 (Residential Planned Development-2 Units per Acre)

East	Single Family Residence	R (Rural Density Residential)	R-PD2 (Residential Planned Development-2 Units per Acre)
West	Single Family Residence	R (Rural Density Residential)	R-PD2 (Residential Planned Development-2 Units per Acre)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
R-PD (Residential Planned Development) District	X		Y
A-O (Airport Overlay) District (70 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	14,190 SF	17,930 SF	Y
Min. Lot Width	60 Feet	88 Feet	Y
Min. Setbacks (Accessory Structure, Class II)			
• Front	Not Allowed	N/A	N/A
• Side	3 Feet	5 Feet	Y
• Rear	3 Feet	5 Feet	Y
Min. Distance Between Buildings	6 Feet	56 Feet	Y
Max. Building Height	12 Feet	14'-4"	N
Max. Floor Area (Accessory Structure)	800 SF	3,000 SF	N

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Paseo Montana Court	Local	N/A	55	N/A

ANALYSIS

Pursuant to Title 19.08, accessory structures in residential zones shall not exceed 50% of the building area of the primary structure, be built using materials that are similar to the main residence and shall not exceed the height of the primary structure.

The applicant submitted revised plans dated 1/13/11 that reflect a gable slope roof verses a low sloping metal roof, cement stucco texture and paint color to match the existing residence verses a prefabricated metal panel system, reduced the height of the accessory structure from 15'-3" to 14'-4" with the west elevation having a door and window added and the east elevation depicting an entry door. Additionally, the applicant has added landscaping that includes approximately 13 trees to the area surrounding the building.

This request is for a 74% deviation from the allowable square footage, and a 16% deviation from the allowed height of an accessory structure. All of these deviations are self-imposed hardships. The subject site is located in the Airport Overlay District and conforms to the 70-foot height restriction. The proposed Accessory Structure, (Class II) could be redesigned to meet all Title 19.08 requirements. Therefore, staff recommends denial of the request.

FINDINGS (VAR-40107)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing an Accessory Structure, (Class II) contrary to Title 19 requirements. Alternative design of the proposed Accessory Structure, (Class II) would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION
The Planning Commission considered a condition requiring the accessory structure be stuccoed to match the home.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 188 (By City Clerk)

APPROVALS 9

PROTESTS 21

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40127** APN: _____

Name of Property Owner: Roy A. Winblad

Name of Applicant: Roy A. Winblad

Name of Representative: Wade W. Lizotte

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: Roy A. Winblad

Print Name: Roy A. Winblad

Subscribed and sworn before me

This 25th day of October, 2010

Patrice Staiger Clark, NV

Notary Public in and for said County and State

PATRICE STAIGER
Notary Public State of Nevada
No. 03-84163-1
My appt. exp. Sept. 12, 2011

RECEIVED
NOV 02 2010

Revised 11-14-06

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PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE

Project Address (Location) 5705 PASEO MONTANA CT.

Project Name _____ **Proposed Use** STORAGE

Assessor's Parcel #(s) 138-13-210-015 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .41 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Roy A Winblad **Contact** _____

Address 5705 Paseo Montana **Phone:** 451-4055 **Fax:** _____

City Las Vegas **State** N.V. **Zip** 89108

E-mail Address myo6hd@hotmail.com

APPLICANT Roy A Winblad **Contact** _____

Address 5705 PASEO MONTANA **Phone:** 451-4055 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89108

E-mail Address myo6hd@hotmail.com

REPRESENTATIVE Wade W. Lizotte **Contact** BUS. LIC. #C11-11373

Address 2012 Sedona Pathway **Phone:** 683-7767 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89128

E-mail Address wadelizotte@hotmail.com

NV. BUS ID: NV20051417540

Property Owner Signature* Roy A. Winblad

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Roy A. Winblad

Subscribed and sworn before me

This 25th day of October, 20 10.

Patrice Staiger

Notary Public in and for said County and State Clark, NV

PATRICE STAIGER
Notary Public State of Nevada
No. 03-84163-1
My appt. exp. Sept. 12, 2011

FOR DEPARTMENT USE ONLY

Case #	VAR-40127
Meeting Date:	12/16/10
Total Fee:	$30.00
Date Received:*	11/2/10
Received By:	CAM

*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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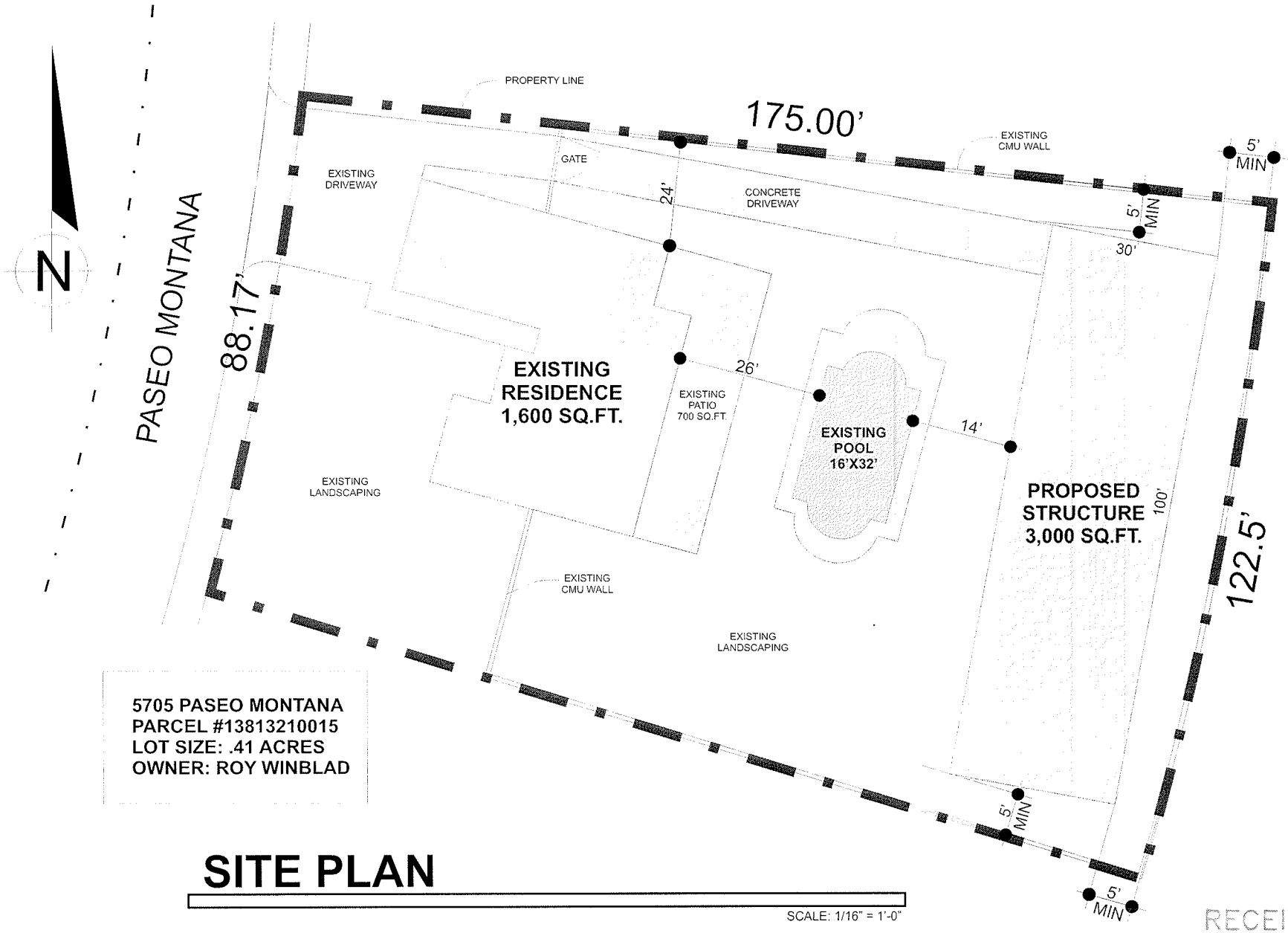

5705 PASEO MONTANA
PARCEL #13813210015
LOT SIZE: .41 ACRES
OWNER: ROY WINBLAD

SITE PLAN

SCALE: 1/16" = 1'-0"

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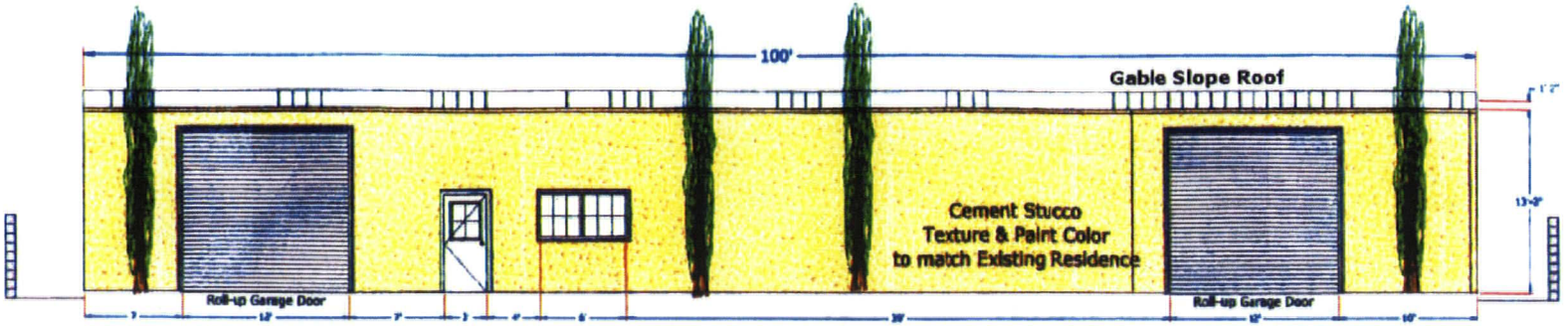
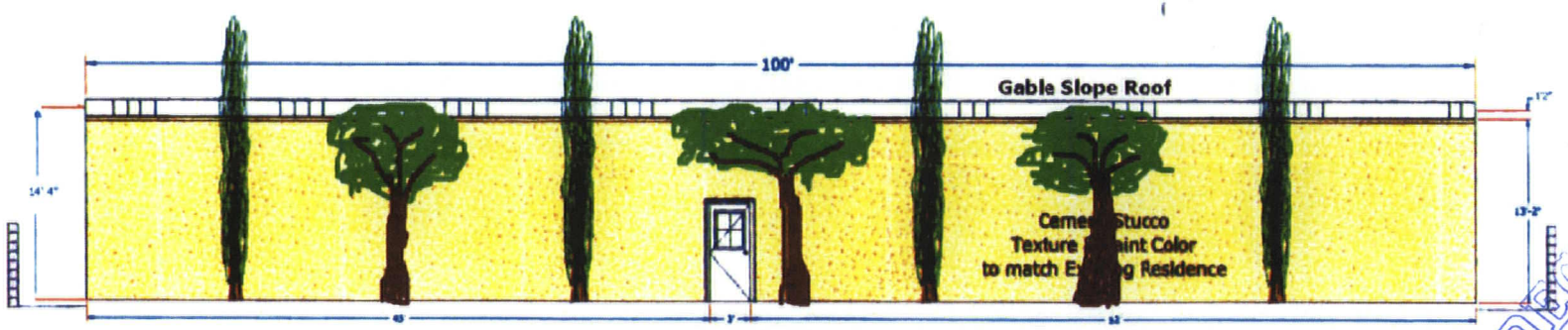
NOV 02 2010

VAR-40127



West Elevation



East Elevation

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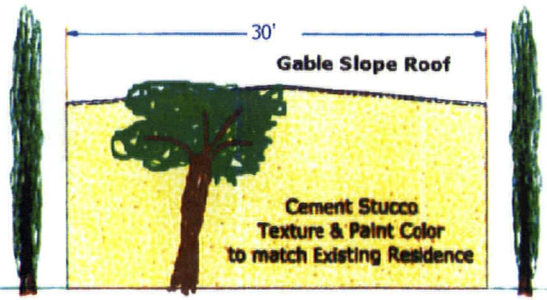
JAN 13 2011

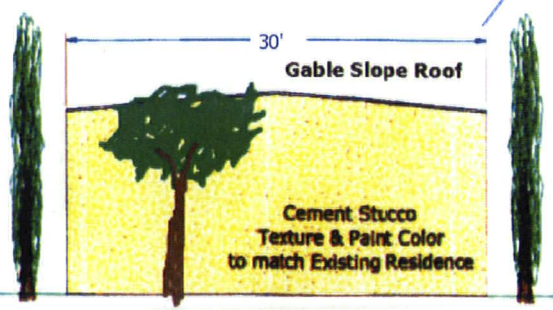
Roy Winblad Proposed Accessory Structure

5705 Paseo Montana Court
Las Vegas, NV 89108
APN: 138-13-210-015

Wood Frame Construction



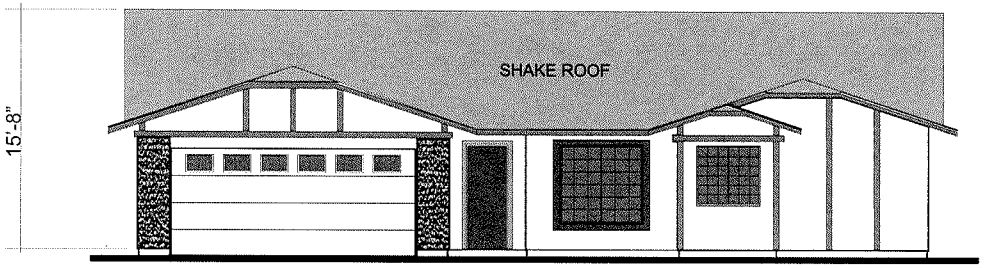
North Elevation



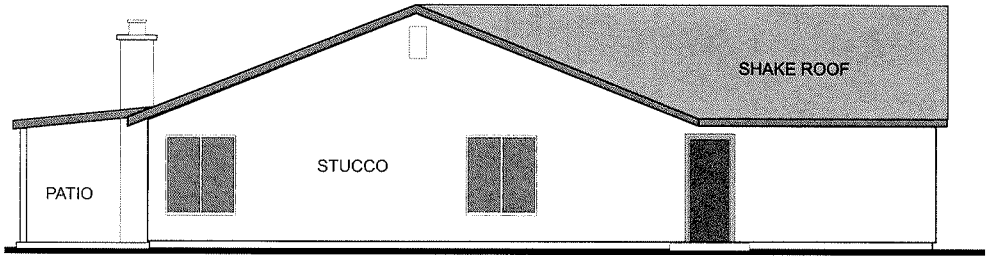
South Elevation

Suburban Lofts, LLC - dba:
DONROSS Construction Service
NV Licenses: C-3 - #0073116 Bid Limit: $50,000
Nev B-3 Licenses - #0073044 - Bid Limit: $100,000

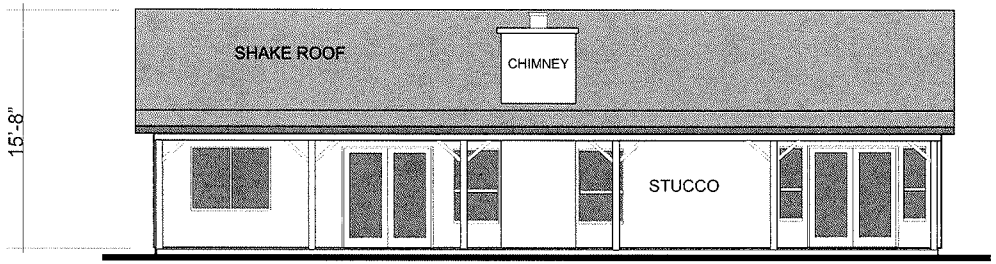
VAR-40127
REVISED



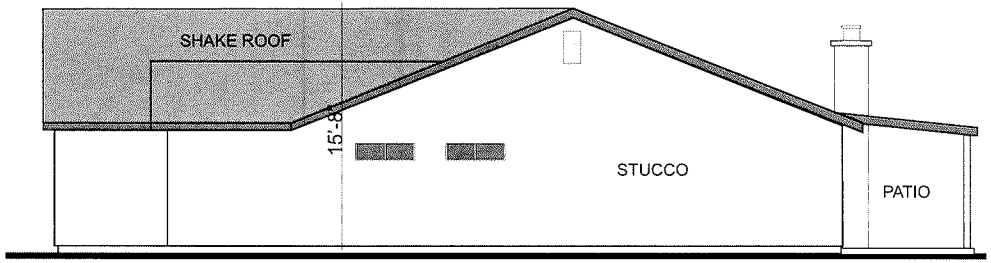
WEST ELEVATION - EXIST. RESIDENCE
SCALE: 1/8" = 1'-0"



NORTH ELEVATION - EXIST. RESIDENCE
SCALE: 1/8" = 1'-0"



EAST ELEVATION - EXIST. RESIDENCE
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION - EXIST. RESIDENCE
SCALE: 1/8" = 1'-0"

EXISTING RESIDENCE ELEVATIONS

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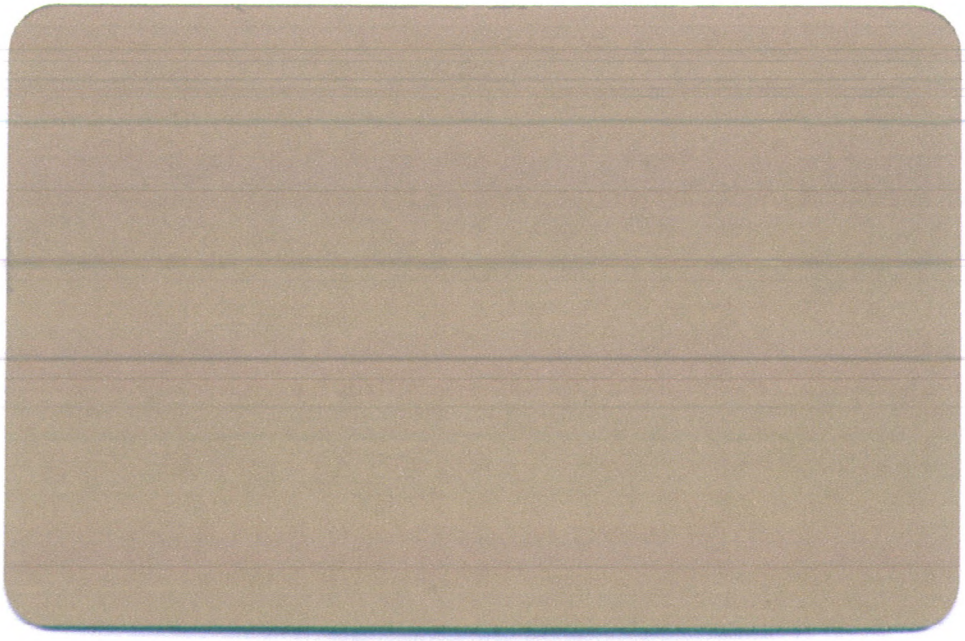
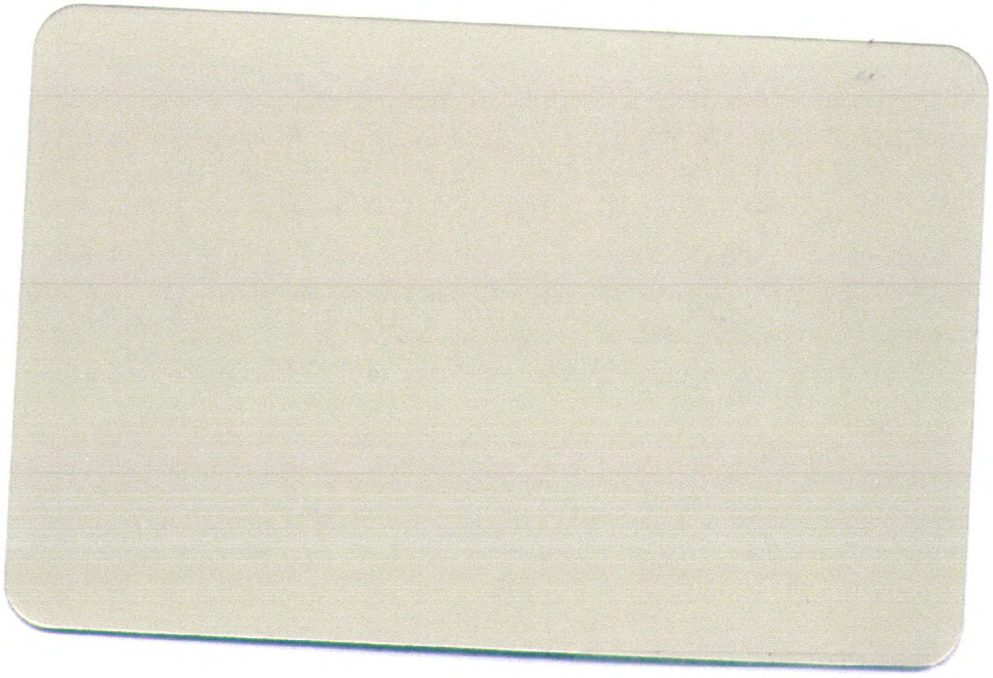
VAR-40127

MBMI BUILDING COLORS
5705 PASEO MONTANA

ROOF & TRIM



SIDE WALLS



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VAR-40127


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NOV 02 2010
VAR-40127



VAR-40127 - APPLICANT/OWNER: ROY WINBLAD
5705 PASEO MONTANA COURT

11/09/10



VAR-40127 - APPLICANT/OWNER: ROY WINBLAD
5705 PASEO MONTANA COURT

11/09/10

APPEAL NOTIFICATION LETTER

RECEIVED
CITY CLERK
2010 DEC 21 A 8:17

Date: December 20, 2010

Owner: Roy A Winblad
5705 Paseo Montana
Las Vegas, NV. 89108

Subject: City Planning Commissions denial of (VAR 40127)

Comments: This letter is a request for an appeal that City Planning Commission denied on December 16, 2010 meeting, # VAR 40127. I the applicant (Roy Winblad) Am appealing the decision of denial. Please consider this letter an official request for an appeal of variance # 40127.

Respectfully
Roy A. Winblad

Roy A. Winblad

JUSTIFICATION LETTER

Address: Planning & Development Dept.
4th & Gass
Las Vegas, NV

Property: 5705 Paseo Montana ct.
Las Vegas, NV. 89108
Parcel # 138-13-210-015

Topic: Request variance for garage to be built that exceeds the 50% limit of dwelling.
The size of garage is (3000 sq. ft.) and dwelling is (1600 sq. ft.) The proposed structure will exceed main dwelling by (1400 sq. ft.). Height of main dwelling is 15'8" and height proposed structure is 15'3". The back yard area is over 10,000 sq. ft.

Reason: The purpose of this building is for storing my collection of classic automobiles, cycles, boat, and camper in a secure area; to eliminate the destruction of my vehicles caused by animals, weather, and vandalism.

Comment: The proposed structure will be an open floor plan with no rooms inside of building.
Your consideration to this variance request would be appreciated.

Thank You

Roy Winblad
5705 Paseo Montana ct.
Las Vegas, NV. 89108

Roy Winblad

RECEIVED
NOV 02 2010
VAR-40127

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

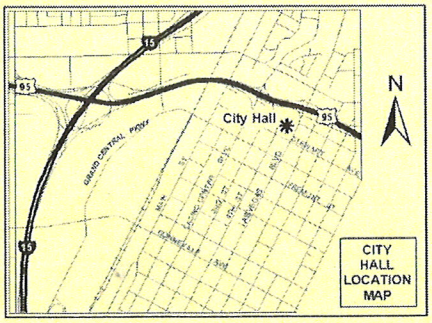
PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN07 2011
MAILED FROM ZIP CODE 89101

CITY CLERK

2011 JAN 10 A 11:01

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-40127
City Council Meeting of 1/19/2011

WOICICKI FAMILY TRUST
WOICICKI PAUL N & PAMALA TRS
5709 PASEO RECALLO CT
LAS VEGAS NV 89108-4166

APN#13813211029

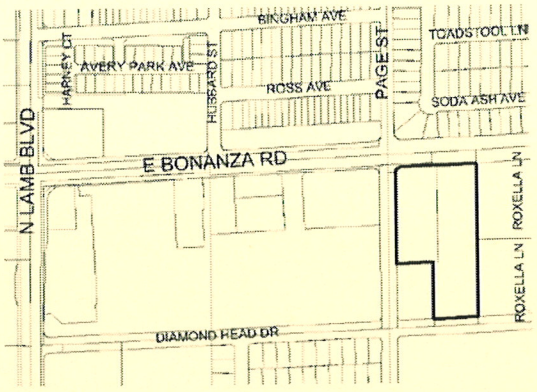
24 KRDFN11 89108

Application Information

VAR-40127 - APPLICANT/OWNER: ROY WINBLAD - Appeal from the Denial by the Planning Commission of a request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

We live directly behind this property. The proposed structure would completely block our view of the mountains. It also would not blend in with existing structures in our neighborhood.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: ***January 19, 2011***
Time: 1:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

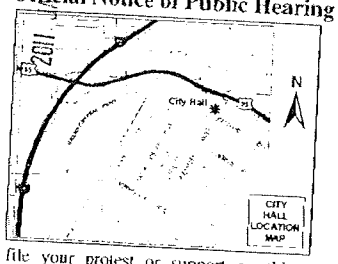
Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

P 1/1

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127

City Council Meeting of 1/19/2011

VANG STEPHEN L & NANCY J
5609 AVENIDA TAMPICO
LAS VEGAS NV 89108-4184

APN#13813211018

24 KRDFN11 89108

7028786334 >>

Vang

2011-01-10 14:34

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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0004279218 JAN07 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

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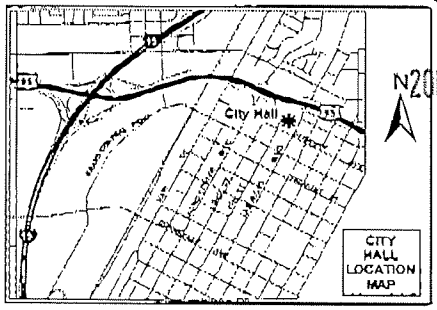
CITY CLERK
2011 JAN 10 A 7:59



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
City Council Meeting of 1/19/2011

KNAUSS FAMILY TRUST
KNAUSS CORY & LYNN E TRS
5900 PASEO MONTANA
LAS VEGAS NV 89108-4163

APN#13813213006

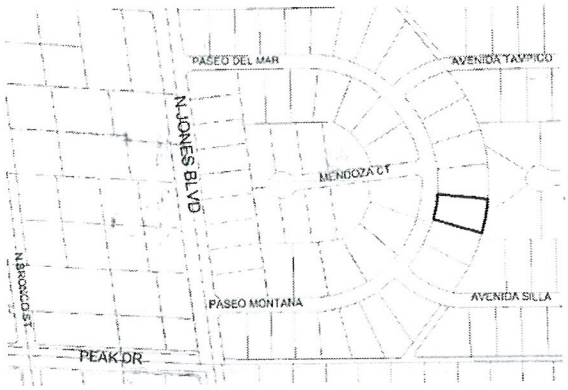
24 KRDFN11 89108

Application Information

VAR-40127 – **RENOTICE** – APPLICANT/OWNER: ROY WINBLAD - Request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow).

The size of this structure will lead to Commercial applications.

Application Location



The proposed project may not pertain to the entire highlighted project site.

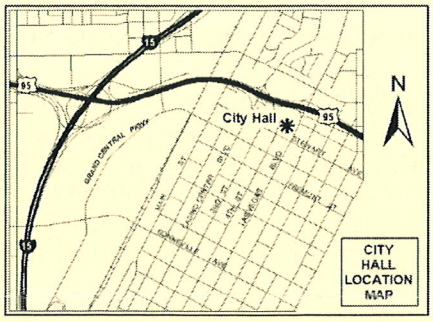
Public Hearing Information

Meeting:	City Council
Date:	***January 19, 2011***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127 (RENOTICE)
City Council Meeting of 1/19/2011

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UNITED STATES POSTAGE PITNEY BOWES
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0004279218 JAN 10 2011
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
2011 JAN 13 A 7:37

NIXON PATRICK J
5612 PASEO RECALLO CT
LAS VEGAS NV 89108-4165

APN#13813211024

24 KRDFN11 89108

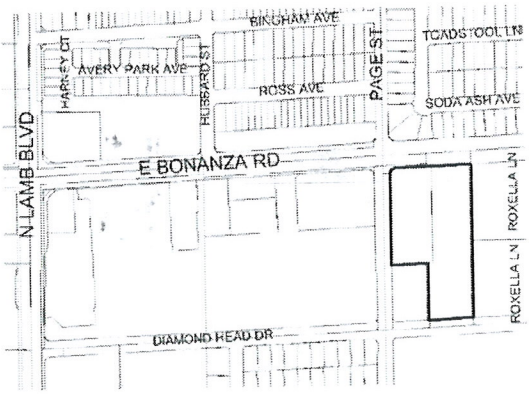
50

Application Information

VAR-40127 - APPLICANT/OWNER: ROY WINBLAD - Appeal from the Denial by the Planning Commission of a request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow). (Staff recommends DENIAL.)

Thank you.

Application Location



The proposed project may not pertain to the entire highlighted project site.

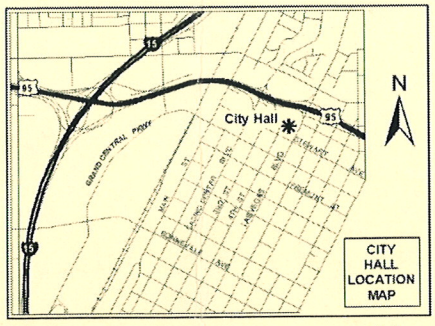
Public Hearing Information

Meeting: City Council
Date: ***January 19, 2011***
Time: 1:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, including the full staff report, please call (702) 229-6311 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
City Council Meeting of 1/19/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN07 2011
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
2011 JAN 13 A 7:37

MCKINNIS FAMILY TRUST
MCKINNIS WILLIAM B & CAROLE TRS
5605 PASEO RECALLO CT
LAS VEGAS NV 89108-4141

APN#13813211034

24 KRDFN11 89108

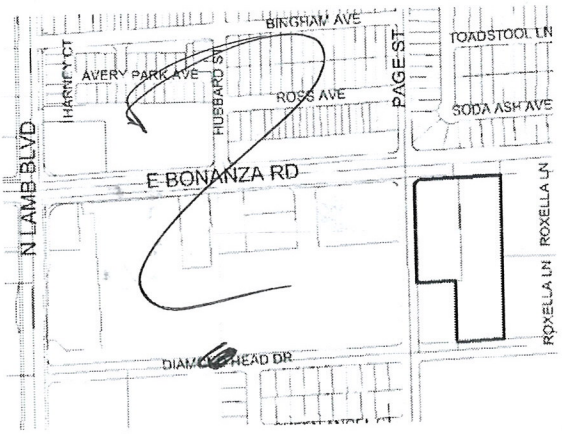
50

Application Information

VAR-40127 - APPLICANT/OWNER: ROY WINBLAD - Appeal from the Denial by the Planning Commission of a request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

15' high - 3,000 sq ft way too big - Its bigger than the majority of houses here.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***January 19, 2011***
Time:	1:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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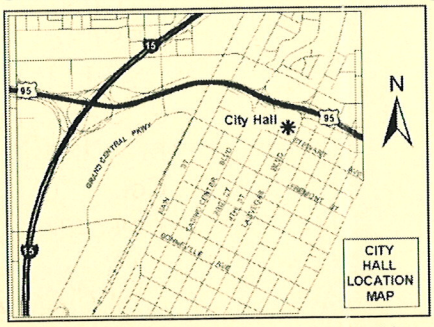
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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. (-over)

VAR-40127
City Council Meeting of 1/19/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN07 2011
MAILED FROM ZIP CODE 89101

RECEIVED CITY CLERK
2011 JAN 11 A 11:04

KEEFE MICHAEL F & SHARON A
5608 PASEO RECALLO CT
LAS VEGAS NV 89108-4165

APN#13813211023

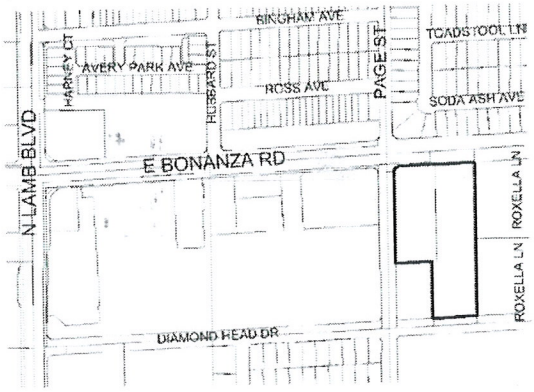
24 KRDFN11 89108

Application Information

VAR-40127 - APPLICANT/OWNER: ROY WINBLAD - Appeal from the Denial by the Planning Commission of a request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

A structure of this magnitude will lead to Commercial exploitation!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: City Council
Date: ***January 19, 2011***
Time: 1:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

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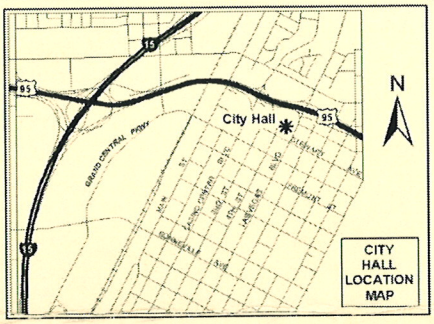
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
City Council Meeting of 1/19/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN07 2011
MAILED FROM ZIPCODE 89101

RECEIVED
2011 JAN 11 A 10:01
CITY CLERK

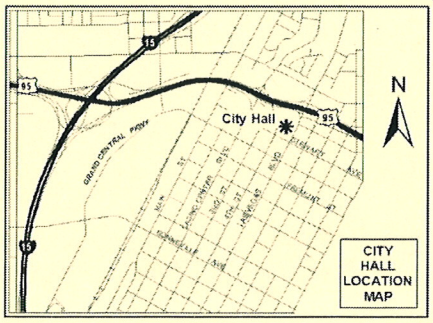
NIXON PATRICK J
5612 PASEO RECALLO CT
LAS VEGAS NV 89108-4165

APN#13813211024

24 KRDFN11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
City Council Meeting of 1/19/2011

24 KRDFN11 89108

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN07 2011
MAILED FROM ZIP CODE 89101

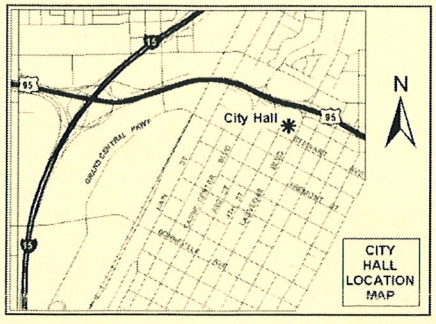
RECEIVED
CITY CLERK
2011 JAN 11 A 11:09

DAVIDSON H PETER & REV LIV TR
5812 PASEO DEL MAR
LAS VEGAS NV 89108-4179

APN#13813210007

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
City Council Meeting of 1/19/2011

24 KRDFN11 89108

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN07 2011
MAILED FROM ZIP CODE 89101

Thank you very much for denying the request. We have such a nice neighborhood at the present time.

RECEIVED
CITY CLERK
2011 JAN 12 A 11:07

CARSON ROSE L & DAVID R
5705 PASEO RECALLO CT
LAS VEGAS NV 89108-4166

APN#13813211030

50

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
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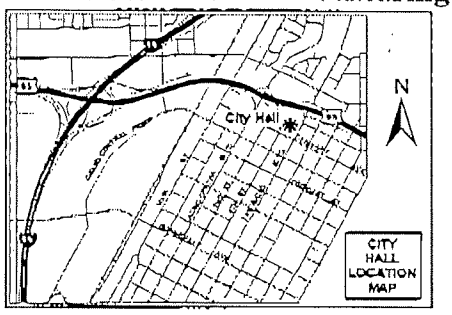
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN10 2011
MAILED FROM ZIP CODE 89101

2011 JAN 12 A 8:00

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127 (RENOTICE)
City Council Meeting of 1/19/2011

KNAUSS FAMILY TRUST
KNAUSS CORY & LYNN E TRS
5900 PASEO MONTANA
LAS VEGAS NV 89108-4163

APN#13813213006

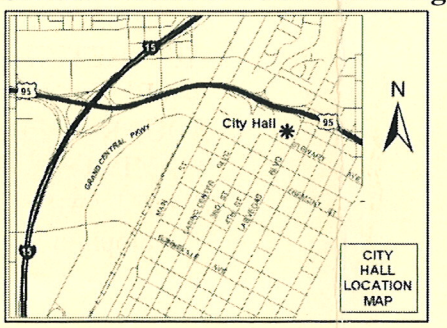
24 KRDFN11 89108

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 JAN 10 2011
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

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VAR-40127 (RENOTICE)
City Council Meeting of 1/19/2011

RECEIVED
CITY CLERK
2011 JAN 13 A 11:10

MUNS GEORGE F & VELMA A
5916 PASEO DEL MAR
LAS VEGAS NV 89108-4155

APN#13813210002

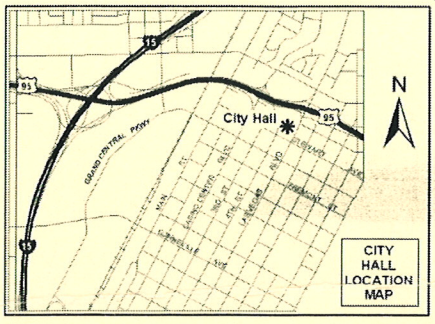
24 KRDFN11 89108

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 JAN 10 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127 (RENOTICE)
City Council Meeting of 1/19/2011

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CITY CLERK
2011 JAN 13 A 11:10

PRUET LEON & GAYLE
5704 AVENIDA SILLA
LAS VEGAS NV 89108-4181

APN#13813213036

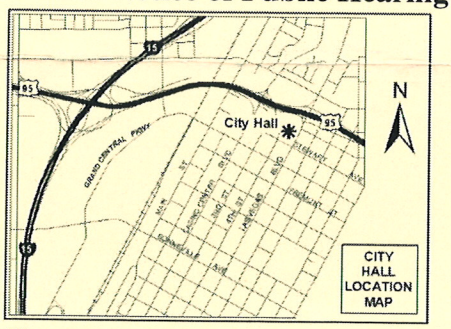
24 KRDFN11 89108

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 JAN10 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127 (RENOTICE)
City Council Meeting of 1/19/2011

RECEIVED
CITY CLERK
2011 JAN 13 A 11:00

PROFAIZER BRENT & PAULETTE
5517 AVENIDA CABALLO
LAS VEGAS NV 89108-4144

APN#13813212034

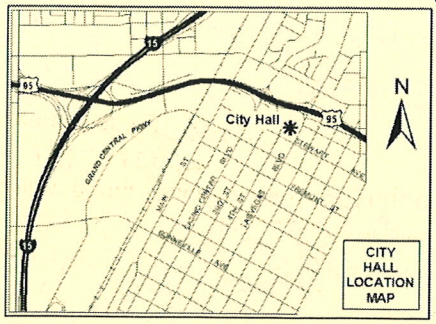
24 KRDFN11 89108

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 JAN10 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127 (RENOTICE)
City Council Meeting of 1/19/2011

We feel that this building is just too large - too tall & too big overall.

RECEIVED
CITY CLERK
2011 JAN 13 A 11:00

SAWYER FAMILY TRUST
SAWYER GENE H & COLLEEN B TRS
5604 PASEO RECALLO CT
LAS VEGAS NV 89108-4165

APN#13813211022

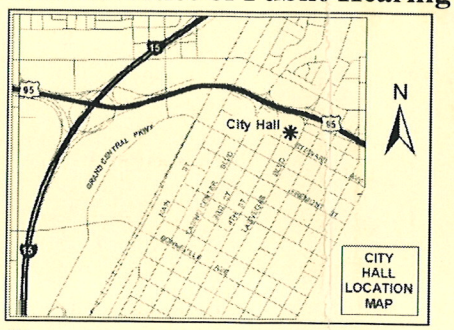
24 KRDFN11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JAN07 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
City Council Meeting of 1/19/2011

RECEIVED
CITY CLERK
2011 JAN 13 A 11:10

MUNS GEORGE F & VELMA A
5916 PASEO DEL MAR
LAS VEGAS NV 89108-4155

APN#13813210002

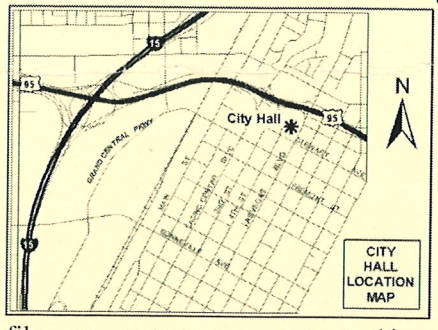
24 KRDFN11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
JAN07 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
City Council Meeting of 1/19/2011

RECEIVED
CITY CLERK
2011 JAN 13 A 11:10

BONAVENTURA MARIO & CAROL REV
BONAVENTURA MARIO A & CAROL
5801 PASEO DEL MAR
LAS VEGAS NV 89108-4156

APN#13813210028

24 KRDFN11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

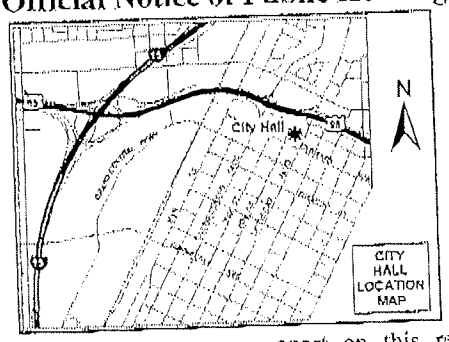
PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES $ 00.41[4] JAN10 2011 MAILED FROM ZIP CODE 89101

2011 JAN 11 P 3:35

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127 (RENOTICE)

City Council Meeting of 1/19/2011

LSLTLLC
P O BOX 324
ALAMO NV 89001-0324

APN#13813310008

45 KRDFN11 89001

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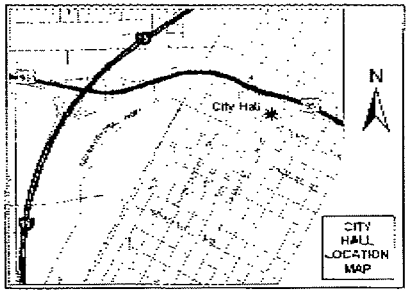
CITY CLERK

2011 JAN 12 A 11:08

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



Please look at the map on back of this card. It does not represent the affected zoning request. CA

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-40127
City Council Meeting of 1/19/2011

ALLISON CHARLES & ZOE
3505 MUSTANG ST
LAS VEGAS NV 89108-4928

APN#13813210034

24 KRDFN11 89108

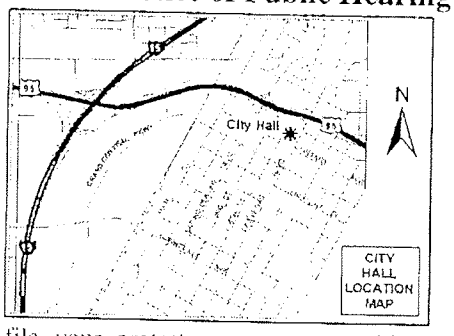
City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST-CLASS MAIL

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN 10 2011
MAILED FROM ZIP CODE 89101

2011 JAN 12 P 1:02

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127 (RENOTICE)
City Council Meeting of 1/19/2011

STURGISS ROBERT D JR & DONA L
5701 PASEO RECALLO CT
LAS VEGAS NV 89108-4166

APN#13813211031

24 KRDFN11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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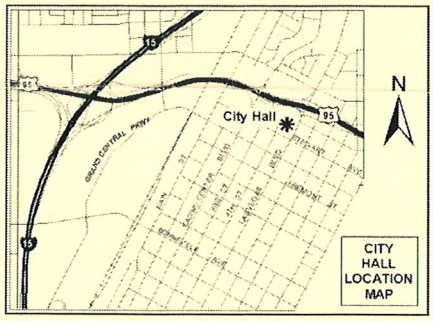
0004279218
$ 00.41⁴
JAN07 2011
MAILED FROM ZIP CODE 89101

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.

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

There is considerable construction taking place at this address already...

RECEIVED
2011 JAN 11 A 11:04
CITY CLERK

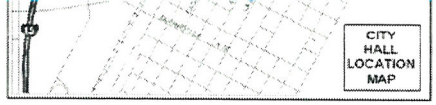
STORMOEN DONALD G
5616 AVENIDA SILLA
LAS VEGAS NV 89108-4158

APN#13813213034

VAR-40127
City Council Meeting of 1/19/2011

24 KRDFN11 89108

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



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-40127

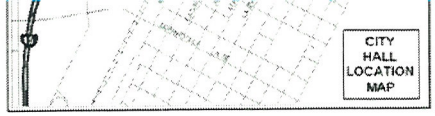
Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 08 2010

Case: VAR-40127

13813211024
NIXON PATRICK J
5612 PASEO RECALLO CT
LAS VEGAS NV 89108-4165

17P



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127

Planning Commission Meeting of 12/16/2010

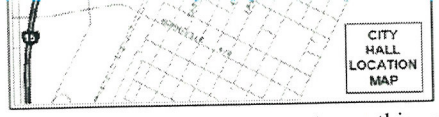
The resident needs to buy a new piece of property and realize his dreams without the need for any variance

DEC 0 8 2010

Case: VAR-40127

13813211034
MCKINNIS FAMILY TRUST
5605 PASEO RECALLO CT
LAS VEGAS NV 89108-4141

17P



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127

Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 08 2010

Case: VAR-40127

13813210007
DAVIDSON H PETER & G REV LIV TR
5812 PASEO DEL MAR
LAS VEGAS NV 89108-4179

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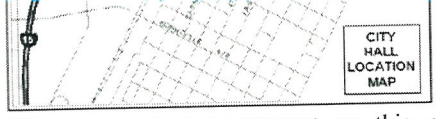

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127

Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 08 2010

Case: VAR-40127

13813211029
WOICICKI FAMILY TRUST
5709 PASEO RECALLO CT
LAS VEGAS NV 89108-4166

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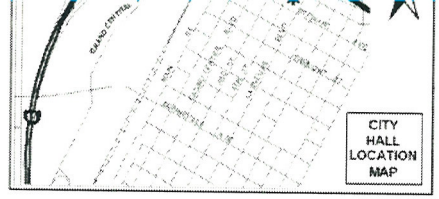

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DEC 08 2010

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127

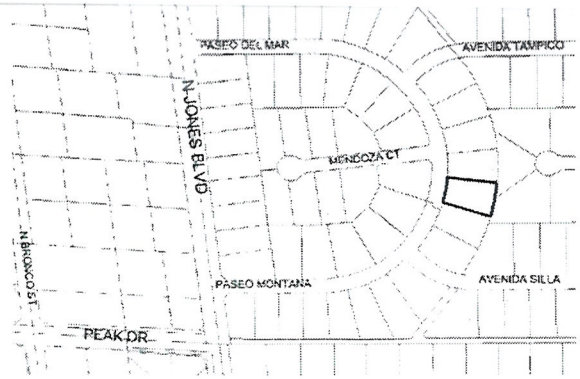
Planning Commission Meeting of 12/16/2010

Case: VAR-40127

13813212034
PROFAIZER BRENT & PAULETTE
5517 AVENIDA CABALLO
LAS VEGAS NV 89108-4144

VAR-40127 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROY WINBLAD - Request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow).

THIS STRUCTURE WOULD BE BOTH UNSIGHTLY AND INAPPROPRIATE IN A RESIDENTIAL NEIGHBORHOOD.



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

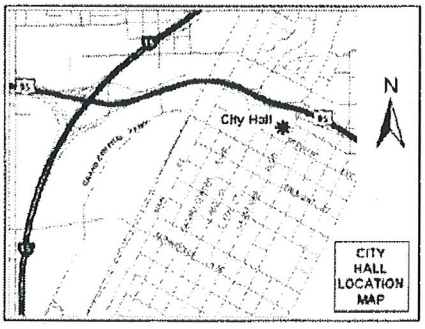
Meeting:	Planning Commission
Date:	***December 16, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

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.

17P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
Planning Commission Meeting of 12/16/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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Case: VAR-40127

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WELCH FRED S
5802 MADRE MESA DR
LAS VEGAS NV 89108-3627

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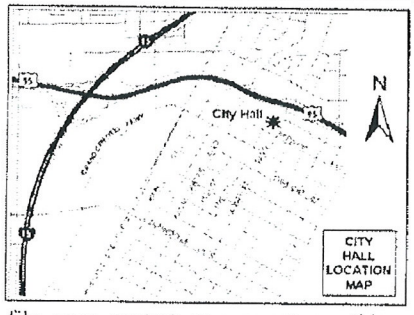
City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

LAWRENCE WEEK 49

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40127
Planning Commission Meeting of 12/16/2010

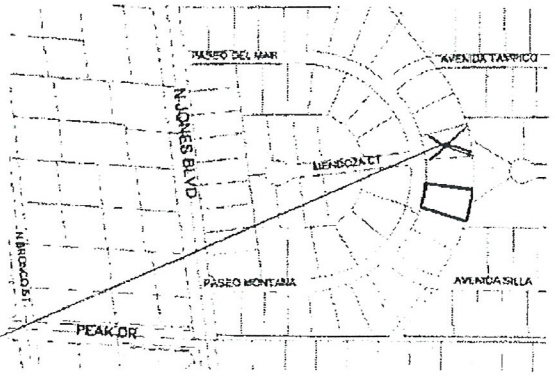
Case: VAR-40127
13813210013
BENTON MICHAEL B & SHIRLY REV TR
5700 PASEO DEL MAR
LAS VEGAS NV 89108-4153

Application Information

VAR-40127 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ROY WINBLAD - Request for a Variance TO ALLOW A 15-FOOT HIGH, 3,000 SQUARE-FOOT ACCESSORY STRUCTURE, CLASS II THAT IS NOT AESTHETICALLY COMPATIBLE (METAL) WITH THE MAIN DWELLING (STUCCO), WHERE A 12-FOOT HIGH, 800 SQUARE FEET ASSESSORY STRUCTURE, CLASS II IS THE MAXIMUM ALLOWED on 0.41 acres at 5705 Paseo Montana Court (APN 138-13-210-015), R-PD2 (Residential Planned Development) Zone, Ward 5 (Barlow).

OUR PROPERTY

Application Location



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17A

Dec 07 10 07:31a House 702 658-1718 p.1

NEIGHBOR ACCEPTANCE LETTER

Date: October 24, 2010

Location: 5705 Paseo Montana ct.
Las Vegas, NV. 89108
Parcel # 138-13-210-015

Topic: Acceptance for a variance to build a 3000 sq. ft. storage garage steel building at 5705 Paseo Montana ct. The building will be of the same color as dwelling and will conform to city codes. The surrounding area will have trees and shrubs to help diminish visual impact of area.

By signing this Letter I am aware and give acceptance for this building of said storage garage as described above.

Neighbor's Name and Address

Owner's Name: _____ Date: 11-1-10
Sign

MARILYN McLAUGHLIN
Print Name

Owner's Address: 5712 PASEO Recallo ct.
LV. NV. 89108

Owner's Parcel#: 138-13-211-028

RECEIVED
NOV 02 2010

NEIGHBOR ACCEPTANCE LETTER

Date: October 24, 2010

Location: 5705 Paseo Montana ct.
Las Vegas, NV. 89108
Parcel # 138-13-210-015

Topic: Acceptance for a variance to build a 3000 sq. ft. storage garage steel building at 5705 Paseo Montana ct. The building will be of the same color as dwelling and will conform to city codes. The surrounding area will have trees and shrubs to help diminish visual impact of area.

By signing this Letter I am aware and give acceptance for this building of said storage garage as described above.

Neighbor's Name and Address

Owner's Name: _____ Date: 10/25/10
Sign

STEVEN WEBB
Print Name

Owner's Address: 5701 PASEO MONTANA CT 89108

Owner's Parcel#: 138132100 14

RECEIVED
NOV 02 2010

NEIGHBOR ACCEPTANCE LETTER

Date: October 24, 2010

Location: 5705 Paseo Montana ct.
Las Vegas, NV. 89108
Parcel # 138-13-210-015

Topic: Acceptance for a variance to build a 3000 sq. ft. storage garage steel building at 5705 Paseo Montana ct. The building will be of the same color as dwelling and will conform to city codes. The surrounding area will have trees and shrubs to help diminish visual impact of area.

By signing this Letter I am aware and give acceptance for this building of said storage garage as described above.

Neighbor's Name and Address

Owner's Name: Susan L Sutles Date: 10/25/10
Sign

Susan L. Sutles
Print Name

Owner's Address: 5709 Paseo Montana
Las Vegas, NV 89108

Owner's Parcel#: 138-13-210-016

RECEIVED
NOV 02 2010

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

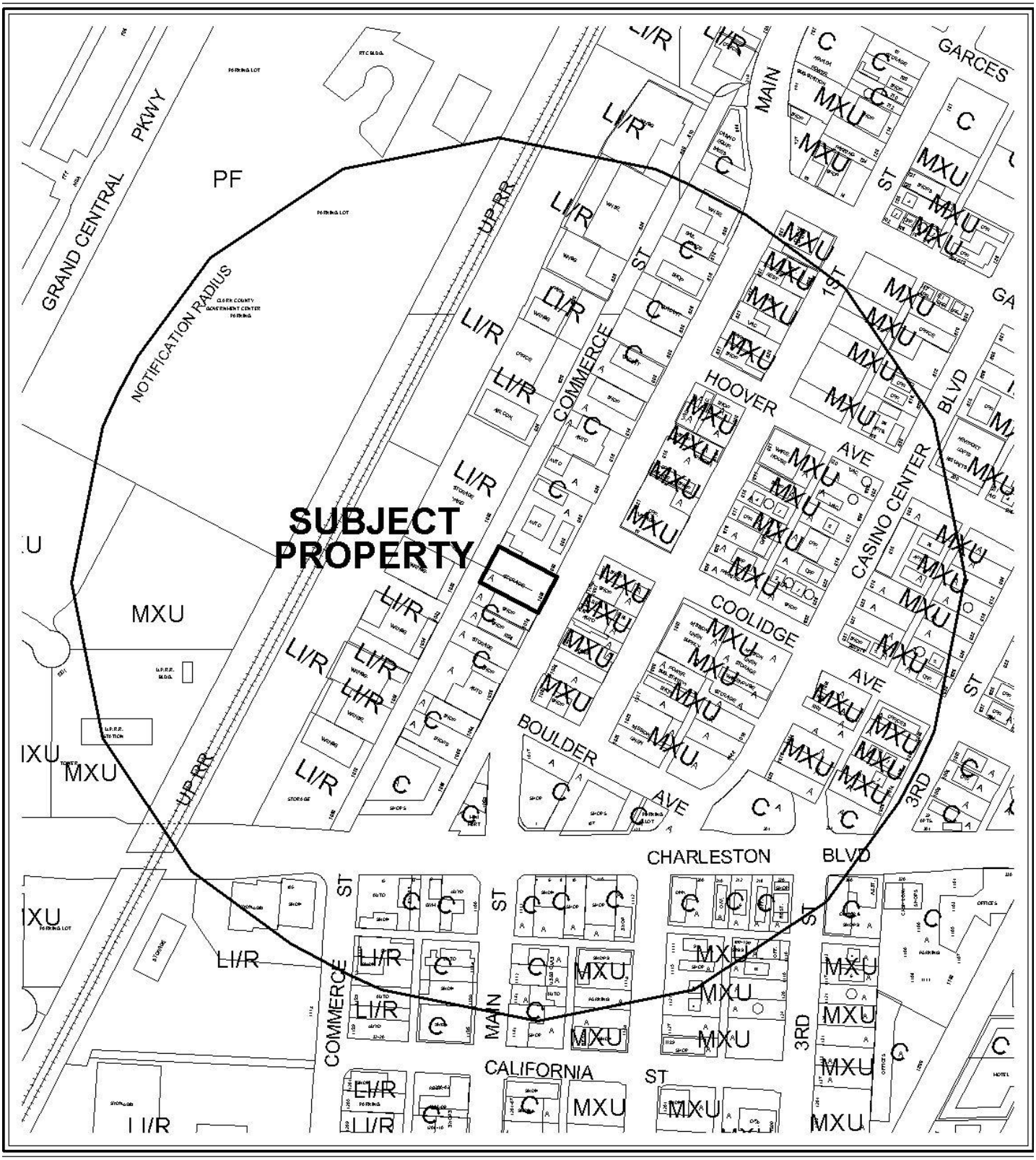
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-40043 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY - Request for a General Plan Amendment FROM: C (COMMERCIAL) TO: PF (PUBLIC FACILITIES) on 0.37 acres at 1004 South Main Street (APN 139-33-811-007), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report – GPA-40043, ZON-40044, VAR-40434 and SDR-40432
3. Supporting Documentation
4. Photos – GPA-40043, ZON-40044, VAR-40434 and SDR-40432
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Items GPA-40043, ZON-40044, VAR-40434 and SDR-40432



0 300 600 Feet

CASE: **GPA-40043**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY :

C (COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY :

PF (PUBLIC FACILITIES)

N



0 300 600 Feet

CASE: **GPA-40043**

RADIUS: 1000 FT

GENERAL PLAN LAND USE OF SUBJECT PROPERTY :

C (COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY :

PF (PUBLIC FACILITIES)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-40043	Staff recommends APPROVAL.	
ZON-40044	Staff recommends APPROVAL.	GPA-40043
VAR-40434	Staff recommends APPROVAL, with conditions:	GPA-40043 ZON-40044
SDR-40432	Staff recommends APPROVAL, with conditions.	GPA-40043 ZON-40044 VAR-40434

** CONDITIONS **

VAR-40434 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-40043) and Rezoning (ZON-40044).

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. The maximum Perimeter Screen Wall height shall be no higher than sixteen-feet.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

SDR-40432 CONDITIONS

Planning and Development

1. Conformance to the Conditions of Approval for Variance (VAR-40434), except as amended herein.

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 date stamped 01/25/11 and building elevations, date stamped 12/09/10, except as amended by conditions herein.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. Waivers of the Downtown Centennial Plan Streetscape Standards and to allow no landscape amenity zone are approved.

6. Exceptions to allow zero landscape buffers and zero perimeter trees are approved.

7. These Conditions of Approval shall be affixed to the cover sheet of the plan set submitted for building permit.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. Dedicate an additional five feet of right-of-way on Main Street adjacent to this site. This dedication requirement may be modified by the City Engineer if it can be demonstrated that such a dedication is infeasible.

10. Remove all substandard public street improvements and unused driveway cuts adjacent to this site and replaced with new improvements meeting current City Standards concurrent with development of this site except as amended by conditions herein. 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.

11. Landscape and maintain all unimproved rights-of-way on Main Street and Commerce Street 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.

12. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the Main Street and Commerce Street public rights-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of said landscaping in the public right of way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

13. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the "Main Street-Commerce Street One Way Couplet" project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend a portion of the Southeast Sector Plan of the General Plan from C (Commercial) to PF (Public Facilities) with a companion request for a Rezoning (ZON-40044) from C-M (Commercial/Industrial) to C-V (Civic) on .37 acres at 1004 South Main Street. The purpose for the General Plan Amendment and Rezoning is to correct the land use designation to match the existing Electric Utility Substation use. This property will continue to be used as an Electric Utility Substation and no new development is proposed as part of this application; therefore, staff recommends approval. If these applications are denied, the General Plan designations would remain C (Commercial) and the C-M (Commercial/Industrial) zoning designation would remain.

A fire damaged the site earlier this year and resulted in the need to rebuild the site which requires a Site Development Plan Review and a Variance request. The Variance (VAR-40434) would allow the perimeter wall to be 16-feet high where eight-foot is the maximum height permitted. The associated Site Development Plan Review (SDR-40432) has a Waiver request to allow the perimeter wall to be moved to the property line and the Downtown Centennial Plan Streetscape requirements to be waived.

The fire and associated explosion clearly demonstrated the need for a higher perimeter wall and the reduction in streetscape requirements. The General Plan and Rezoning requests will bring the use into conformance with the General Plan and current zoning category. Staff recommends approval of all four applications as being in the public's best interest. If denied, the facility would remain in nonconformance with the General Plan and public safety could be affected in this high traffic area.

ISSUES

- Approval of General Plan Amendment (GPA-40043) is required to approve an associated request for Rezoning (ZON-40044).
- Approval of a Site Development Plan Review (SDR-40432) and Variance (VAR-40434) is required for the rebuilding of the site due to an earlier fire and explosion for improved safety.
- A Waiver of the Downtown Centennial Plan Streetscape Standards is required for the Site Development Plan Review to be approved.
- Exceptions to for the perimeter landscape buffers and perimeter trees are required for the Site Development Plan Review to be approved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/25/11	The Planning Commission voted (7-0) to recommend APPROVAL of companion items GPA-40043, ZON-40044, VAR-40434 and SDR-40432 (PC Agenda Items 20-23/yk).

Most Recent Change of Ownership
The property has never changed ownership.

Related Building Permits/Business Licenses	
10/11/06	A Building Permit (#74082) was issued for a wall fence. The permit is still open.

Pre-Application Meeting	
10/22/10	Staff reviewed the application requirements for a successful submittal.

Neighborhood Meeting	
12/21/10	A neighborhood meeting was held with the applicant and City staff in attendance. Two property owners within the notification radius attended. They were most concerned about if the requested applications would have a negative effect on their properties. Once satisfied that it wouldn't, they exchanged contact information and the meeting ended.

Field Check	
12/14/10	Staff conducted a site visit and found the site to be damaged from an early fire/explosion. A sixteen foot high screening wall already exists at the property line. There was a whole in the wall from the explosion. Adjacent buildings were still showing signs of damage from the explosion.

Details of Application Request	
Site Area	
Gross Acres	0.37

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	C (Commercial)	P-F (Public Facilities)	C-M (Commercial/Industrial)
North	C (Commercial)	C (Commercial)	C-M (Commercial/Industrial)

YK

South	C (Commercial)	C (Commercial)	C-M (Commercial/Industrial)
East	MXU (Mixed Use)	MXU (Mixed Use)	C-M (Commercial/Industrial)
West	LI/R(Light Industry/Research)	LI/R(Light Industry/Research)	M (Industrial)

Development Standards

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	6 Trees	0 Trees	N
• South	1 Tree / 30 Linear Feet	6 Trees	0 Trees	N
• East	1 Tree / 30 Linear Feet	4 Trees	0 Trees	N
• West	1 Tree / 30 Linear Feet	4 Trees	0 Trees	N
TOTAL PERIMETER TREES		**20 Trees**	**0 Trees**	**N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N
• South	8 Feet		0 Feet	N
• East	15 Feet		0 Feet	N
• West	8 Feet		0 Feet	N
Wall Height	8 Feet Adjacent to Residential		16 Feet	N

Master Plan Areas	***Yes***	***No***	***Compliance***
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District 200-Feet	X		Y
Live/Work Overlay District	X		N/A
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

YK

Waiver		
Requirement	***Request***	***Staff Recommendation***
Main Street shall have a five foot amenity zone and a 10-foot wide, unobstructed sidewalk.	To allow no amenity zone and a 6-foot wide unobstructed sidewalk.	APPROVAL

Exception		
Requirement	***Request***	***Staff Recommendation***
To install a 15-foot landscape buffer along the right-of-way and an eight-foot landscape buffer on all interior lot lines.	To allow no perimeter landscape buffers.	APPROVAL

ANALYSIS

The Site Development Plan Review and Variance are needed in order to rebuild the site after an earlier fire and explosion damaged the site and surrounding properties. The proposed 16-foot wall height required by the Variance will reduce such collateral damage if a similar fire and explosion occurs. The related Site Development Plan Review requires a Waiver to eliminate the required amenity zone and 10-foot wide sidewalk. This is an old utility substation that was development prior to the current code. There is not room to bring this substation up to current safety standards and install the required amenity zone and wider sidewalk within the constraints of the parcel and existing right-of-way. In this case, safety is the overriding concern and therefore, staff recommends approval of the Waiver and Variance, with conditions.

The subject site is located within the Downtown Centennial Plan 18b Las Vegas Arts District, Airport Overlay District with a 200-foot height restriction and the Las Vegas Redevelopment Plan. The site is adjacent to an existing off-street bike trail (Bike Path) and Downtown Trail (Tortoise), which will not be impacted by this request. Main Street is an existing 100-foot right-of-way as designated in the Master Plan of Streets and Highways. The purpose for the General Plan Amendment and Rezoning is to correct the land use designation to match the existing use. The proposed PF (Public Facilities) General Plan designation as well as the C-V (Civic) zoning district is intended for public and quasi-public uses such as school, libraries, public parks, electrical transmission facilities and other public utility facilities, therefore, staff recommends approval.

FINDINGS (GPA-40043)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed PF (Public Facilities) designation allows for an Electric Utility Substation, which is currently located within the parcel and is compatible with the adjacent land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed Rezoning to C-V (Civic) allows for an Electric Utility Substation. The existing use is compatible with existing adjacent zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject property contains an Electric Substation. The site can be accessed from Main Street to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   No applicable plans are affected by this request.

FINDINGS (ZON-40044)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-V (Civic) zoning district conforms to the proposed PF (Public Facilities) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-V (Civic) zoning district would permit school, libraries, public parks, electrical transmission facilities and other public utility facilities that are compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The proposed Rezoning is appropriate to be consistent with the existing Electric Utility Substation use.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The access to the site is provided along Main Street. The street is adequate to meet the requirements for the proposed zoning district.

FINDINGS (VAR-40434)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

Evidence of a unique or extraordinary circumstance has been presented in that the applicant has not created a self-imposed hardship as the utility substation was built prior to the current development standards being adopted. The need to rebuild this utility substation to serve the downtown community after a recent fire and to increase the safety standards of the site, the request is justified as presented.

FINDINGS (SDR-40432)

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 utility substation has existed at the present site for over 50 years. The increased safety measures being taken, including the increased height of the perimeter wall make this development compatible with the area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   With the approval of the requested Variance and Waiver this project is consistent with all associated plans for the area.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The existing 100-foot wide Main Street right-of-way is adequate to service the project.

4. **Building and landscape materials are appropriate for the area and for the City;**

   All materials used are appropriate for the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The project has been designed to minimize the impact on the surrounding neighborhood.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 253 (By City Clerk)

APPROVALS 1

PROTESTS 0

YK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-40043** APN: 139-33-811-007

Name of Property Owner: Nevada Power Company

Name of Applicant: City of Las Vegas

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: _____

RECEIVED
NOV – 3 2010

Signature of Property Owner: _____

Print Name: Peter Lowenstein

Subscribed and sworn before me

This 22ND day of OCTOBER, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 1004 S Main Street

Project Name NV Energy Substation **Proposed Use** Electric Utility Sub

Assessor's Parcel #(s) 139-33-811-007 **Ward #** 3 (Reese)

General Plan: existing C proposed PF **Zoning:** existing C-M proposed C-V

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.37 Acres **Lots/Units** 1 **Density** N/A

Additional Information To amend the General Plan from C to PF for the existing NV Energy Electric Utility Substation.

PROPERTY OWNER Nevada Power Company **Contact** Tom Dombrowski

Address PO Box 98910 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89193

E-mail Address

APPLICANT City of Las Vegas **Contact** Peter Lowenstein

Address 731 S 4th Street **Phone:** (702) 229-6301 **Fax:** (702) 385-7268

City Las Vegas **State** NV **Zip** 89101

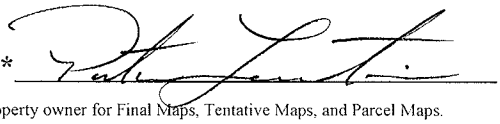
E-mail Address

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

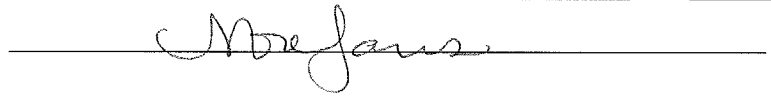
Property Owner Signature* 

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Peter Lowenstein

Subscribed and sworn before me

This 22ND day of OCTOBER, 20 10.



Notary Public in and for said County and State

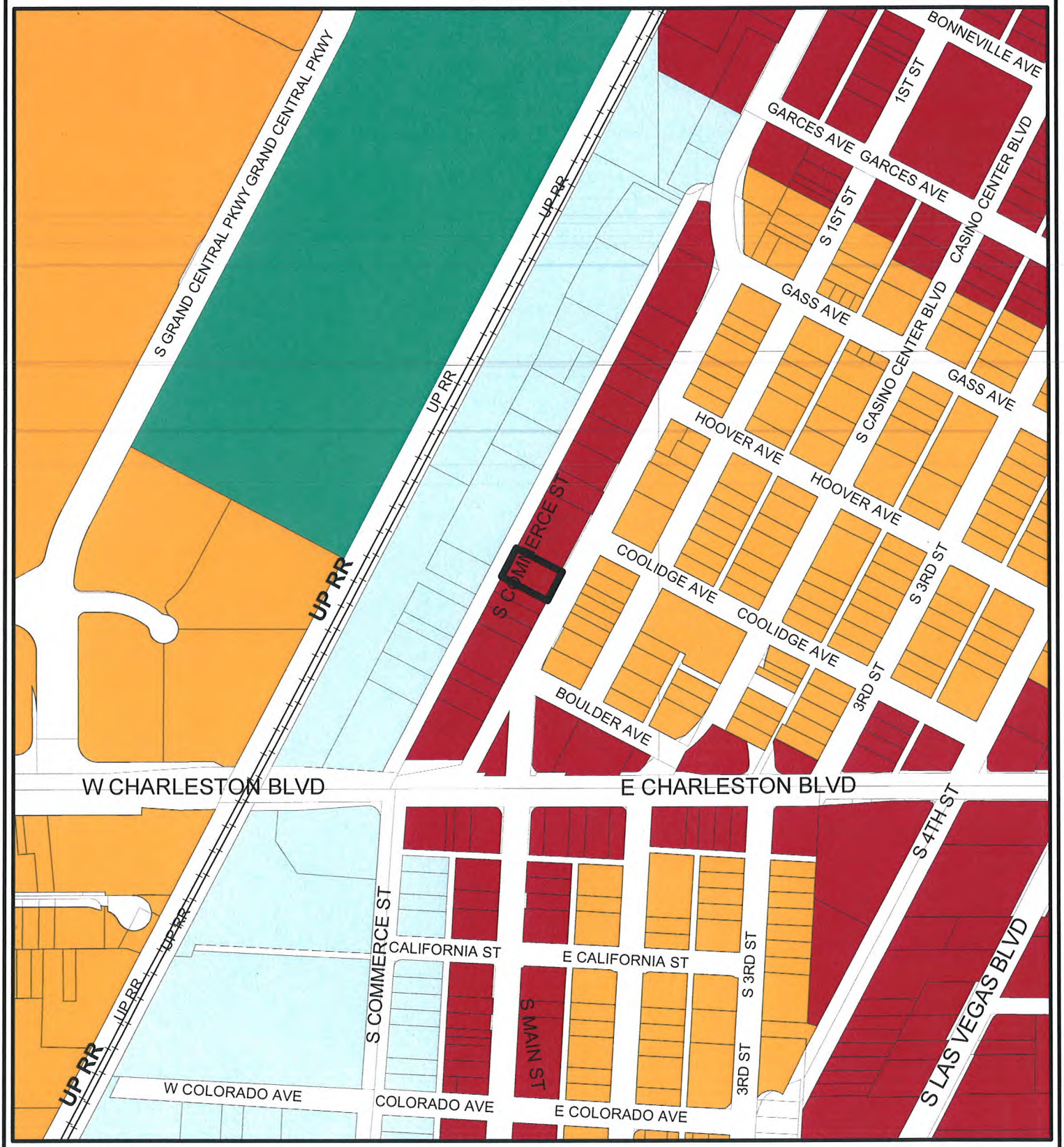
Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

FOR DEPARTMENT USE ONLY

Case #	GPA-40043
Meeting Date:	1/27/11
Total Fee:	$2,000.00
Date Received:*	10/22/10
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.

GENERAL PLAN AMENDMENT Parcel: 139-33-811-007
GPA-40043



GENERAL PLAN AMENDMENT

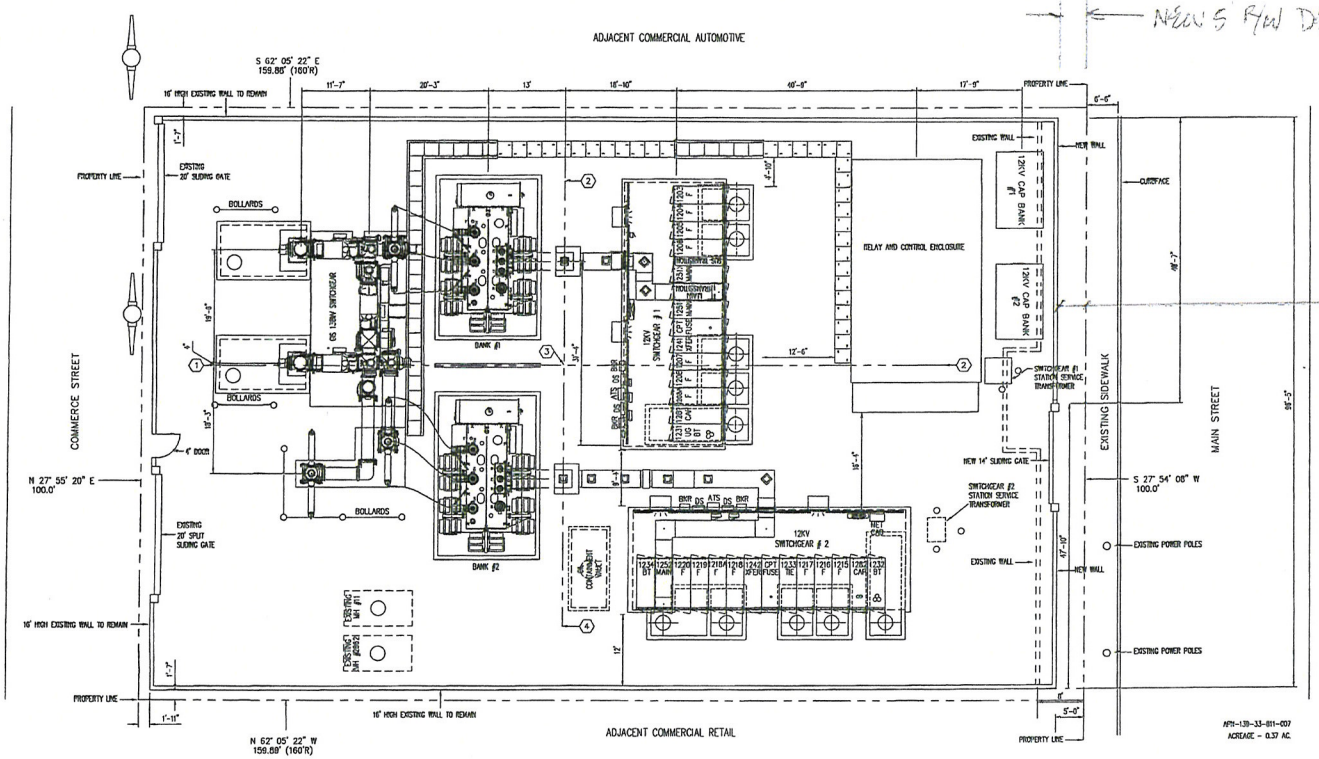
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel
- City Limits

FROM C TO PF

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: October 26, 2010

PLANNING & DEVELOPMENT

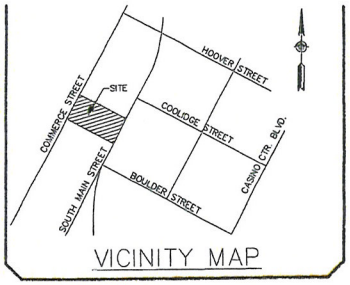


NEW 5' R/W DEDICATION

T.D.

5' NEW SIDEWALK.

T.D.



NPC COORDINATE TABLE		
NODE	NORTHING	EASTING
* 1	622569.37'	294270.41'
* 2	622569.50'	294337.54'
* 3	622290.85'	294322.83'
* 4	622521.85'	294302.35'
* 5	622530.57'	294379.75'

* NOTE: POINTS ARE 10' FROM WALL

RECEIVED
JAN 25 2011

NO.	W.O.	REVISION RECORD	REV'D BY	DATE	CHK'D BY	DATE	APP'D BY	DATE
2	DS726XSSUB	R/P 12kV SWGEAR AND BANK 1 & 2 REVISED EAST WALL	DR	11/10	SBA	11/10		
1	DS588COCSU	ADDED BANK #2 TRANSFORMER	TOR	12/07			TOR	1/08

ENG. RECORD			
	DATE	BY	
DRAWN	1/06	KRC	
CHECKED	1/06	SBA	
APP'D	.	WRE	
PHASING			

NVEnergy. 6226 WEST SAHARA AVE. LAS VEGAS, NEVADA

COMMERCE 138/12kV SUBSTATION
ULTIMATE PLOT PLAN

DWG. NO. 431.155 E14-2 SHT. NO. 1 OF 1

W.O. NO. 0000063151 107.362 SCALE: 1"=10'-0" 2

Submitted at Planning Commission

Date 1/25/2011 Item 20-23

GPA-40043 ZON-40044
VAR-40434 SDR-40432
01/25/11 PC REVISED



GPA-40043, ZON-40044, VAR-40434 & SDR-40432 - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY
1004 SOUTH MAIN STREET

12/14/10



GPA-40043, ZON-40044, VAR-40434 & SDR-40432 - APPLICANT: CITY OF LAS VEGAS - OWNER: NEVADA POWER COMPANY
1004 SOUTH MAIN STREET

12/14/10

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 22, 2010

Steve Gebeke
Planning & Development Department
731 S 4th Street
Las Vegas, NV 89101

RE: Application GPA-40043
Assessor's Parcel Number 139-33-811-007

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classification are inconsistent with possible future development. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the General Plan designation of the site to PF (Public Facilities). Please call me at 229-4693 with any questions.

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Planning & Development Department

PL:nl

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NOV - 3 2010

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

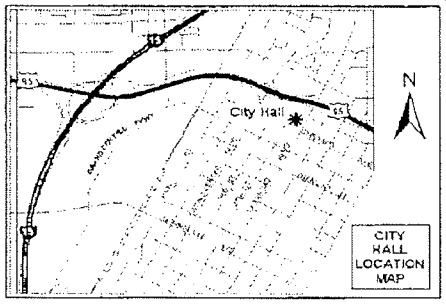
City Manager
Elizabeth N. Fretwell

07101-001-06-09

GPA-40043

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.

GPA-40043, ZON-40044, VAR-40434 & SDR-40432
City Council Meeting of 2/16/2011

I oppose SDR-40432.
I support the other three.

RECEIVED
2011 FEB -8 A 6:
CITY CLERK

TARIO BRIAN P
200 HOOVER AVE #1705
LAS VEGAS NV 89101-6883

APN#13934412109

30 KRDGN11 89101

02/07/2011 MON 18:55 [TX/RX NO 8891] 001

p.1
702-530-7436
Jan 29 11 08:19p JCS
02/05/2011 SAT 15:35 [TX/RX NO 8865] 001

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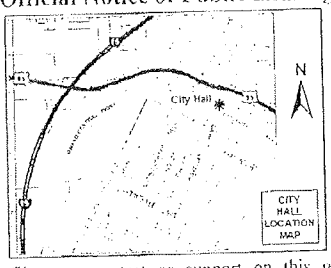
CITY CLERK
2011 FEB -7 A 7 05

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40043, ZON-40044, VAR-40434 & SDR-40432
City Council Meeting of 2/16/2011

SHEN JOHN CHEN & ANITA M
200 HOOVER AVE #1506
LAS VEGAS NV 89101-6880

APN#13934412084

89101

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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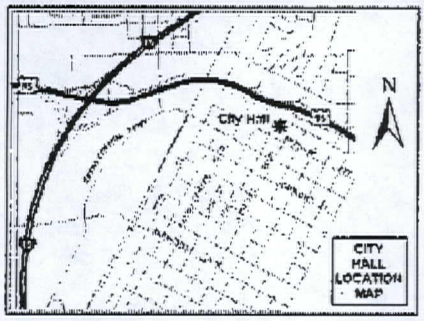
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40043 & ZON-40044
Planning Commission Meeting of 1/25/2011

Case: GPA-40043

13934412117
KUDLER DONALD C
1721 ADRA CT
LAS VEGAS NV 89102-2092

32 KRDFNP1 89102

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JAN 18 2011

20-21
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Las Vegas, NV
Permit No. 1630

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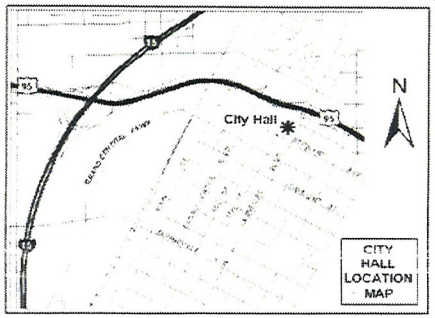
Official Notice of Public Hearing



RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40043 & ZON-40044
Planning Commission Meeting of 1/25/2011

Case: GPA-40043
13934412113
BRUNS NICHOLAS A & YVONNE S
140 PRAIRIE LAKE RD
EAST DUNDEE IL 60118-9134

20-21 A

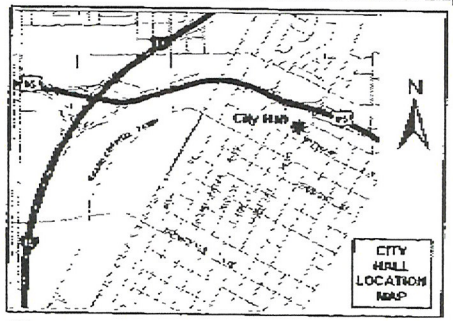
116 KRDFNP1 60118

JAN. 19. 2011 7:51AM COOPER, GAY, STEELE NO. 9135 P. 3

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1639

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40043 & ZON-40044
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-40043

13934412094
MARTINEZ ANGEL
92 LAIGHT ST #10ID
NEW YORK NY 10013-2025

102 KRDFNP1 10013

A-10-21

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

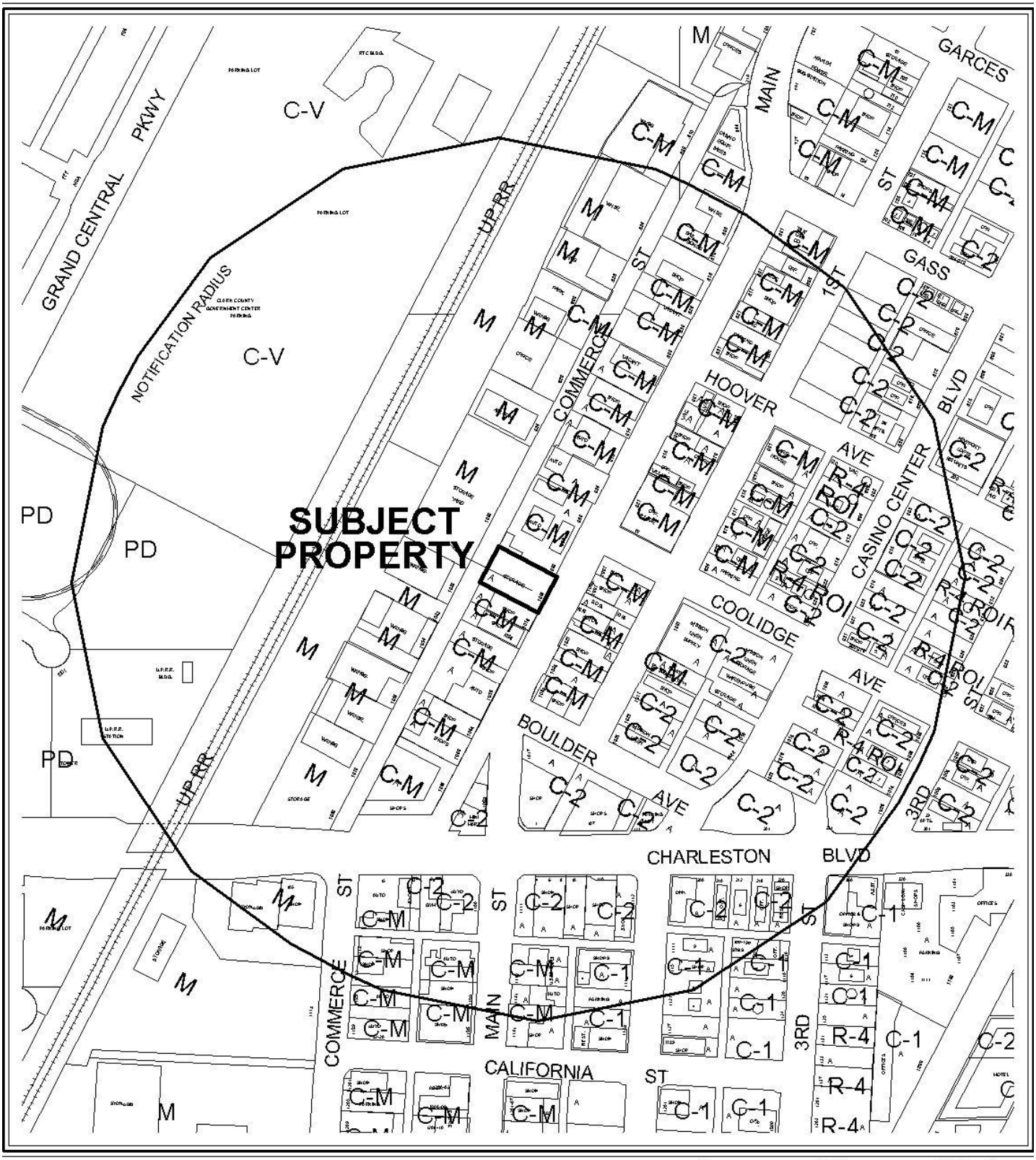
SUBJECT:
ZON-40044 - REZONING RELATED TO GPA-40043 - PUBLIC HEARING - APPLICANT: NV ENERGY - OWNER: NEVADA POWER COMPANY - Request for a Rezoning FROM: C-M (COMMERCIAL/INDUSTRIAL) TO: C-V (CIVIC) on 0.37 acres at 1004 South Main Street (APN 139-33-811-007), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Justification Letter
5. Protest/Support Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



CASE: **ZON-40044; VAR-40434 AND SDR-40432**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)



0 300 600 Feet

CASE: **ZON-40044; VAR-40434 AND SDR-40432**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-40044** APN: 139-33-811-007

Name of Property Owner: Nevada Power Company

Name of Applicant: City of Las Vegas

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☐ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Peter Lowenstein

RECEIVED
NOV – 3 2010

Subscribed and sworn before me

This 22ND day of OCTOBER, 2010

_____
Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 1004 S Main Street

Project Name NV Energy Substation **Proposed Use** Electric Utility Sub

Assessor's Parcel #(s) 139-33-811-007 **Ward #** 3 (Reese)

General Plan: existing C proposed PF **Zoning:** existing C-M proposed C-V

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 0.37 Acres **Lots/Units** 1 **Density** N/A

Additional Information To amend the zoning district from C-M to C-V for the existing NV Energy Electric Utility Substation.

PROPERTY OWNER Nevada Power Company **Contact** Tom Dombrowski

Address PO Box 98910 **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89193

E-mail Address

APPLICANT City of Las Vegas **Contact** Peter Lowenstein

Address 731 S 4th Street **Phone:** (702) 229-6301 **Fax:** (702) 385-7268

City Las Vegas **State** NV **Zip** 89101

E-mail Address

REPRESENTATIVE **Contact**

Address **Phone:** **Fax:**

City **State** **Zip**

E-mail Address

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 Peter Lowenstein

Subscribed and sworn before me

This 22ND day of OCTOBER, 20 10.

[signature]

Notary Public in and for said County and State

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2013

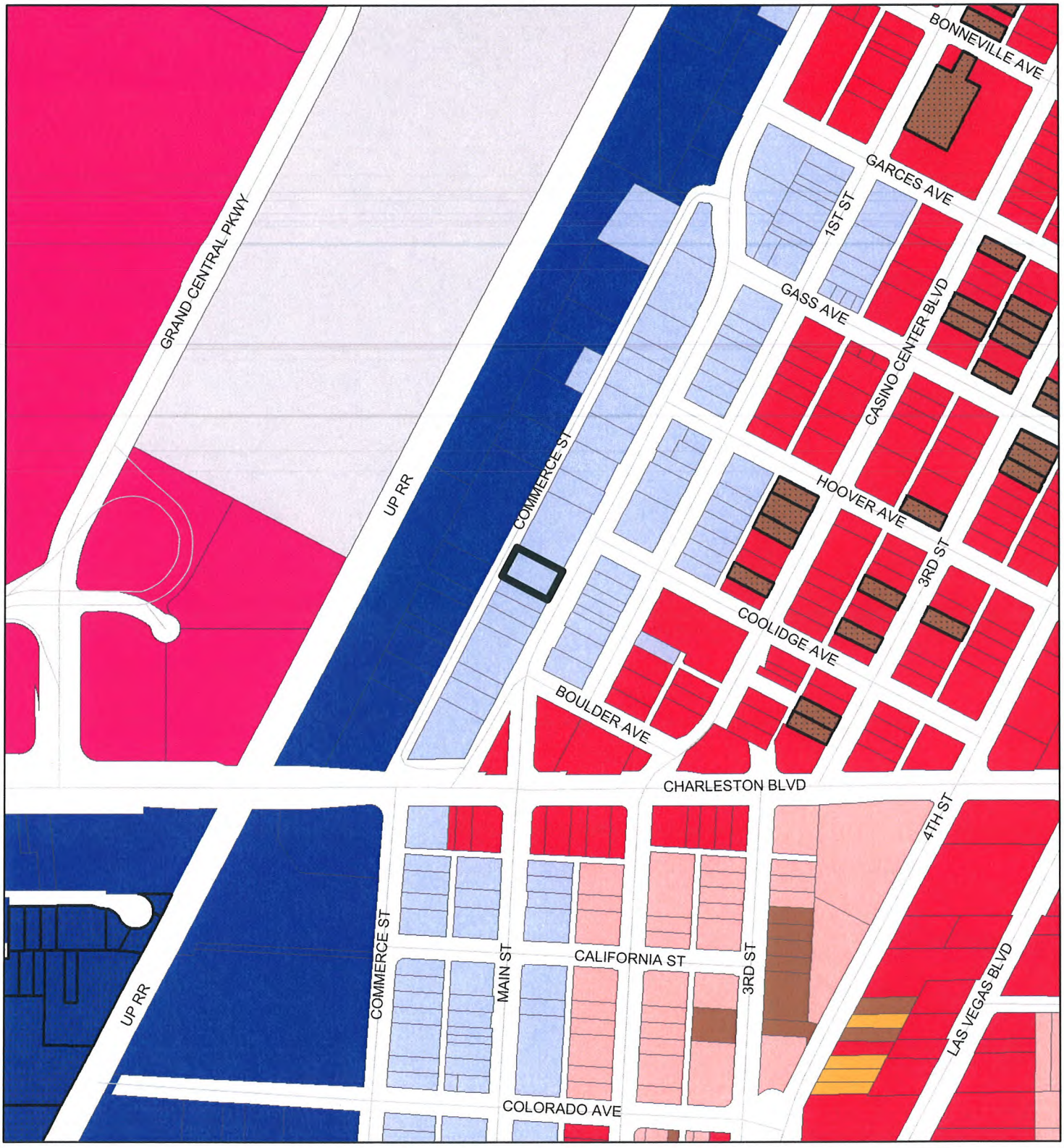
FOR DEPARTMENT USE ONLY

Case #	ZON-40044
Meeting Date:	1/27/11
Total Fee:	$1,200.00
Date Received:*	10/22/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

REZONING Parcel: 139-33-811-007

ZON - 40044



ZONING

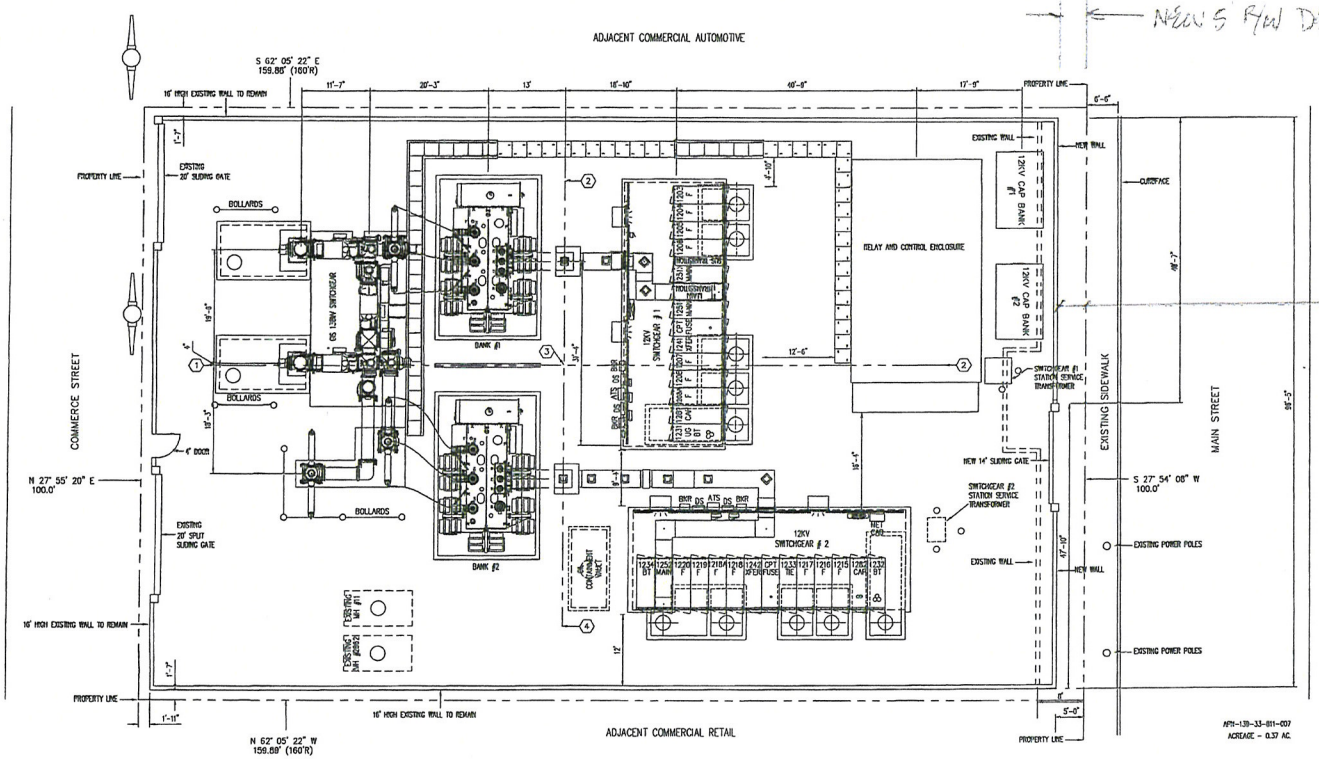
C-V	R-MH	R-3	O	C-2
C-PB	R-CL	R-4	C-D	C-M
P-C	R-2	R-5	C-1	M
U	R-D	R-MHP	PD	Subject Parcel
R-A	R-PD	P-R	T-D	City Limits
R-E	R-1	N-S	TC	ROI Zoning

FROM C-M TO C-V

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: October 26, 2010

PLANNING & DEVELOPMENT

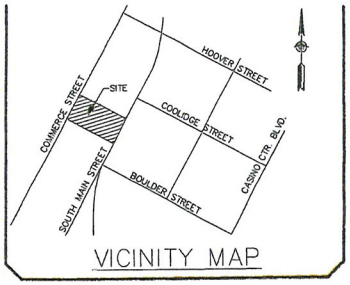


NEW 5' R/W DEDICATION

T.D.

5' NEW SIDEWALK.

T.D.



NPC COORDINATE TABLE		
NODE	NORTHING	EASTING
* 1	622569.37'	294270.41'
* 2	622569.50'	294337.54'
* 3	622290.85'	294322.83'
* 4	622521.85'	294302.35'
* 5	622530.57'	294379.75'

* NOTE: POINTS ARE 10' FROM WALL

RECEIVED
JAN 25 2011

NO.	W.O.	REVISION RECORD	REV'D BY	DATE	CHK'D BY	DATE	APP'D BY	DATE
2	DS726XSSUB	R/P 12kV SWGEAR AND BANK 1 & 2 REVISED EAST WALL	DR	11/10	SBA	11/10		
1	DS588COCSU	ADDED BANK #2 TRANSFORMER	TOR	12/07			TOR	1/08

ENG. RECORD			
	DATE	BY	
DRAWN	1/06	KRC	
CHECKED	1/06	SBA	
APP'D	.	WRE	
PHASING			

NVEnergy. 6226 WEST SAHARA AVE. LAS VEGAS, NEVADA

COMMERCE 138/12kV SUBSTATION
ULTIMATE PLOT PLAN

DWG. NO. 431.155 E14-2 | SHT. NO. 1 OF 1
W.O. NO. 0000063151 107.362 | SCALE: 1"=10'-0" | 2

Submitted at Planning Commission
Date 1/25/2011 Item 20-23

GPA-40043 ZON-40044
VAR-40434 SDR-40432
01/25/11 PC REVISED

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER
731 S. Fourth Street
Las Vegas, NV 89101

Voice: 702-229-6301
Fax: 702-474-0352
TTY 702-386-9108
www.lasvegasnevada.gov

October 22, 2010

Steve Gebeke
Planning & Development Department
731 S 4th Street
Las Vegas, NV 89101

RE: Application ZON-40044
Assessor's Parcel Number 139-33-811-007

Dear Mr. Gebeke:

In regard to this parcel, staff has determined that the existing General Plan designation and zoning classification are inconsistent with possible future development. In order to resolve this inconsistency and ensure that future development is compatible with existing development, staff is proposing to change the zoning district of the site to C-V (Civic). Please call me at 229-4693 with any questions.

Sincerely,

Peter Lowenstein, AICP
Planning Supervisor
Planning & Development Department

PL:nl

Mayor
Oscar B. Goodman

City Council
Gary Reese
(Mayor Pro Tem)
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

City Manager
Elizabeth N. Fretwell

RECEIVED
NOV - 3 2010

CITY OF LAS VEGAS NEVADA

07101-001-06-09

ZON-40044

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.

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40434 - VARIANCE RELATED TO GPA-40043 AND ZON-40044 - PUBLIC HEARING - APPLICANT: NV ENERGY - OWNER: NEVADA POWER COMPANY - Request for a Variance TO ALLOW A 16-FOOT HIGH PERIMETER WALL WHERE EIGHT FEET IS THE MAXIMUM ALLOWED on 0.36 acres at 1004 South Main Street (APN 139-33-811-007), C-M (Commercial/Industrial) Zone [PROPOSED: C-V (Civic)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Justification Letter – VAR-40434 and SDR-40432
4. Protest/Support Postcards
5. Backup referenced from the January 25, 2011 Planning Commission Meeting Items VAR-40434 and SDR-40432

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40434** APN: 139-33-811-007

Name of Property Owner: Nevada Power Company (d.b.a. NV Energy)

Name of Applicant: Nevada Power Company (d.b.a. NV Energy)

Name of Representative: Thomas Dombrowski @ NV Energy

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: James R. Saavedra

Print Name: James R. Saavedra

Subscribed and sworn before me

This 9th day of December, 20 10

Yolanda Benito

Notary Public in and for said County and State

YOLANDA M. BENITO
Notary Public, State of Nevada
Appointment No. 93-2749-1
My Appt. Expires Sept. 20, 2013

City of Las Vegas
DEC 09 2010
RECEIVED

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance --- (Wall Height)

Project Address (Location) 1004 S. Main Street

Project Name Commerce Electrical Substation **Proposed Use** Public Facility

Assessor's Parcel #(s) 139-33-811-007 **Ward #** 3 --- Gary Reese

General Plan: existing C proposed PF **Zoning:** existing C-M proposed C-V

Commercial Square Footage 15,212 sf. = 0.349 ac **Floor Area Ratio** N/A

Gross Acres 0.367 ac. **Lots/Units** N/A **Density** N/A

Additional Information Rebuilding and relocating the electrical substation perimeter wall on the Main Street side of the substation, which was destroyed this past summer.

PROPERTY OWNER NV Energy **Contact** Thomas Dombrowski

Address 6226 W. Sahara Avenue **Phone:** (702) 402-2620 **Fax:** (702) 402-5064

City Las Vegas **State** NV **Zip** 89146

E-mail Address TDombrowski@nvenergy.com

APPLICANT SAME **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE SAME **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* James R Saavedra

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James R. Saavedra

Subscribed and sworn before me

This 9th day of December, 20 10.

Yolanda Benito

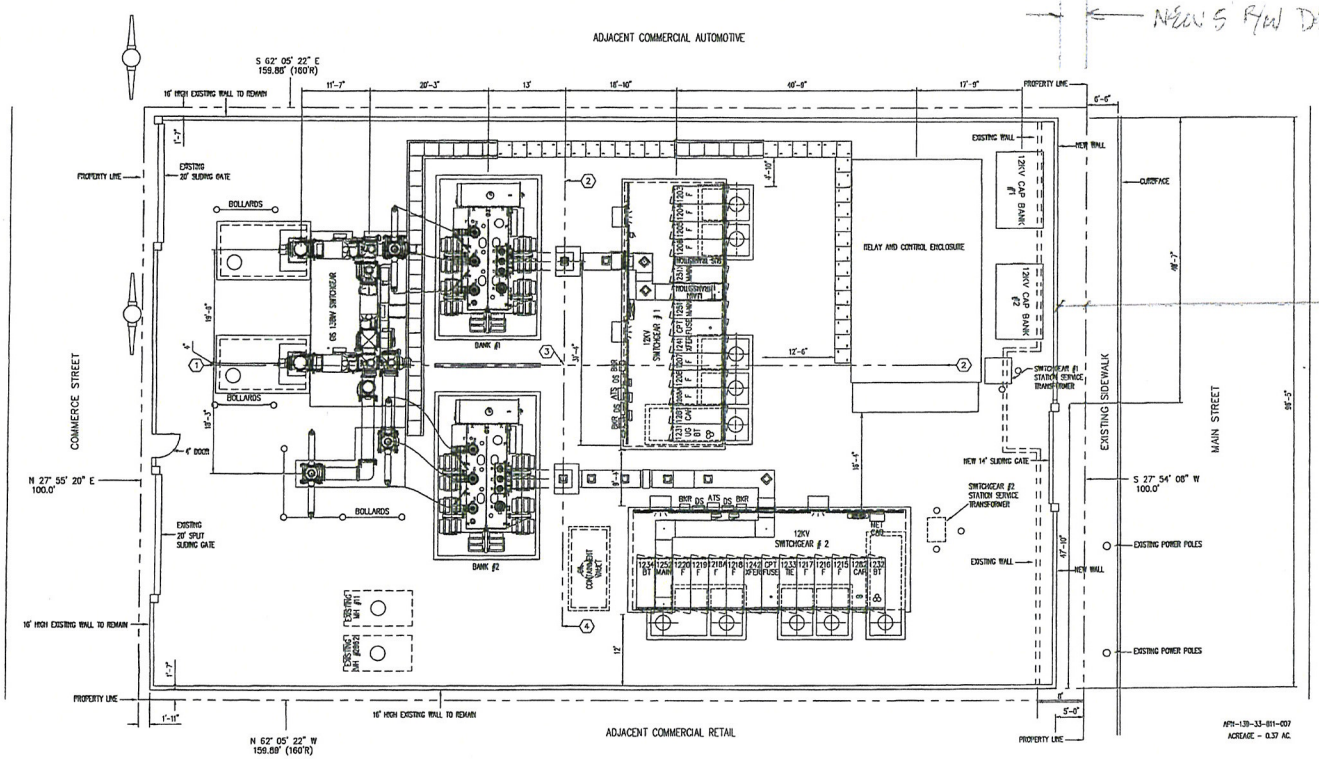
Notary Public in and for said County and State

YOLANDA M. BENITO
Notary Public, State of Nevada
Appointment No. 93-2749-1
My Appt. Expires Sept. 20, 2013

FOR DEPARTMENT USE ONLY

Case #	VAR-40834
Meeting Date:	1-25
Total Fee:	830
Date Received:*	12-9-10
Received By:	FS

*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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T.D.

5' NEW SIDEWALK.

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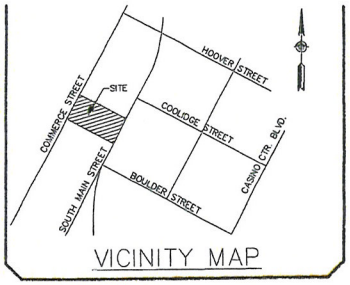

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JAN 25 2011

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PHASING			

NVEnergy. 6226 WEST SAHARA AVE. LAS VEGAS, NEVADA

COMMERCE 138/12kV SUBSTATION
ULTIMATE PLOT PLAN

DWG. NO. 431.155 E14-2 | SHT. NO. 1 OF 1
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Submitted at Planning Commission
Date 1/25/2011 Item 20-23

GPA-40043 ZON-40044
VAR-40434 SDR-40432
01/25/11 PC REVISED

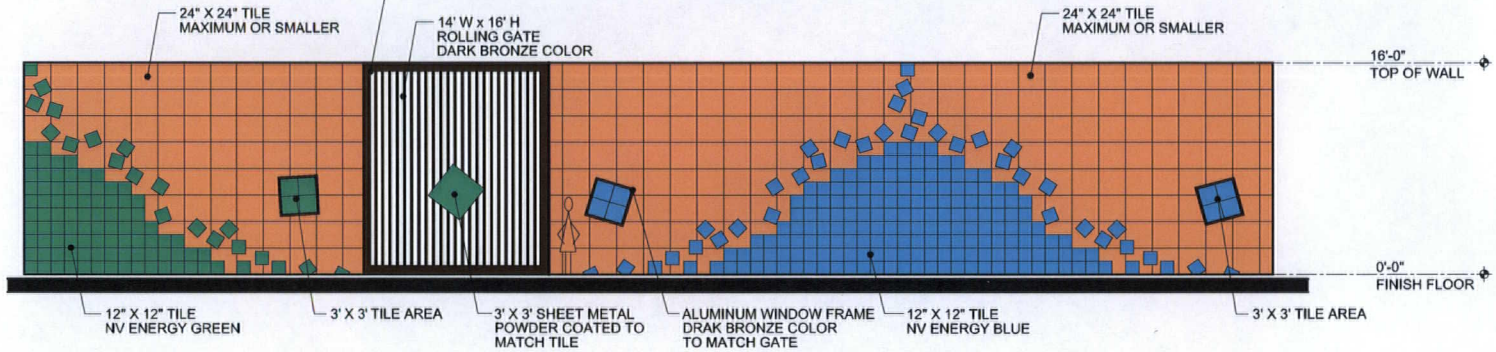
TILE / GROUT DESIGN:
TILE AND GROUT ARE TO BE AS GRAFFITI RESIST AS POSSIBLE SO THAT REMOVAL OF GRAFFITI IS SIMPILIER AND THAT THE ANTI-GRAFFITI ABILITY DOES NOT 'WEAR OFF' AFTER REMOVING GRAFFITI.

GATE DESIGN:
OUTER FRAME - 10" X 6" TUBE STEEL
FRAME TO BE 14' WIDE X 16' HIGH

FIELD - 4" X 4" TUBE STEEL
VERTICAL SECTION TO BE SPACED MAXIMUM OF 4" ON CENTER

SCREENING - PERFORATED METAL WITH MAXIMUM 30% OPEN AREA .
TYPICAL HOLE SIZE TO BE NO BIGGER THAN 1/8".
APPLIED TO BACK SIDE OF GATE FOR ENTIRE WIDTH AND HEIGHT

FINISH - POWDER COAT TO MATCH BRONZE WINDOW FRAMES



PILE OF TILE

1 ELEVATION - PILE OF TILE
1/4"=1'-0"

Scott L. Baker, Architect, Inc.

NV ENERGY
COMMERCE SUBSTATION
SCREEN WALL DESIGN

number	date	description
1	1.11	CHANGE STUCCO TO TILE

10-125
project number
DECEMBER 7, 2010
date
SLB
drawn
SLB
checked

ELEVATION
PILE OF TILE

A2.1

GPA-40043 ZON-40044
VAR-40434 SDR-40432
REVISED

NVEnergy

December 9, 2010

RECEIVED
DEC 09 2010
City of Las Vegas

City of Las Vegas
Planning & Development
731 South Fourth Street
Las Vegas, NV 89101

Re: Justification Letter – Rebuilding NV Energy's Commerce Electrical Substation
(APN-139-33-811-007)
Site Development Plan Review (including 3 Waivers), and a Variance

To Whom It May Concern:

NV Energy is rebuilding its Commerce substation, located at 1004 S. Main Street, and upon reactivating this substation it will continue to serve the immediate area, including the Golden Nugget Hotel & Casino and the World Market Center, and it will also serve the future Union Park area. Obtaining all the necessary approvals for this rebuilding, as readily as possible, places us in the position to reactivate the substation prior to the summer loads. This will also put us in a position to deactivate the temporary mobile substation and retain it for future emergency usage.

We're requesting a Site Development Plan Review, inclusive of three (3) Waivers to the Downtown Centennial Plan Streetscape Standards, and a Variance for wall height.

- The Waivers are for: (1) reducing the code required sidewalk width from 10' to 6'-6", (2) to elimination the code required the 5' wide landscape requirement, and (3) to allow the electrical distribution lines to remain above ground.
- The Variance is to increase the perimeter screen wall height, on the S. Main Street side of the property from the code required 8' height, as identified in Title 19.12.075 - Wall Standards, to a height of 16'.

The first two of the waiver requests are in reference to our request to rebuild the wall along S. Main Street in a relocated position and add a vehicle gate. Half of the new wall location (northern 48'-7" portion) is proposed to be on the S. Main Street right-of-way (R/W) line (zero setback), and the remaining half (southern 47'-10"portion), inclusive of the gate would have a 2' setback onto our property from the S. Main Street R/W line. As a result of the relocated wall position, the sidewalk width would be reduced and the landscape requirements would need to be eliminated.

- *To support these two waivers; after assessing the damaged electrical equipment, we have concluded that providing a different equipment layout within this substation is necessary in order to utilize existing equipment we have on hand because ordering the replacement of the exact equipment would take many months, well beyond the timetable needed to energize the substation to meet the summer loads. Two pieces of equipment included in*

VAR-40434
SDR-40432

this arrangement are the two cap banks on the east side of the relay and control enclosure, which must be placed in a position to meet an access clearance of 10' from the enclosure, thus requiring the proposed location of the perimeter wall in that area. Another piece of equipment is the 12kV switchgear #2 and its transformer, which must be aligned running west to east in order to fit into the substation. The vehicle access from proposed gate and perimeter wall location in this area to the transformer bollard is only 18', which is the minimum turning radius required.

- *Additionally, in order to install the 1,000kcmil 12kV underground cables at the substation, the following equipment will be mobilized to the east side (S. Main Street side) of the substation: truck with tracker/trailer 63' in length, a crew truck 28' in length, and a truck with trailer 50' in length (see photos enclosed). Trucks have a boom radius of 50' for pulling wire'. Therefore an area of at least 50' long must be available adjacent to the cable vaults inside the substation.*

- *Additionally, the new equipment layout will prevent vehicle access to all of the equipment and the relay and control enclosure from the existing gates located on the Commerce Street side of the substation. Thus, we need to have a vehicle entry gate on the S. Main Street side of the substation giving us access to the equipment on that side. This entry gate access would only be used during construction of the substation rebuild and for emergencies. With this vital but limited need, we don't see a need to have a curb cut at this location.*

The third waiver request is for a Utility Waiver to allow the distribution lines, which come in and out of the substation, to remain above ground.

- *To support this waiver, these distribution lines existed above ground prior to the unfortunate need to rebuild this electrical substation. Due to the nature of our use, that being an electrical substation, as opposed to a normal commercial use where power is simply supplied to it via one overhead distribution line, it would be a tremendous undertaking to underground the lines associated with this use.*

- *The power lines and poles are already in franchise and the poles not part of the substation, nor are they on the substation property.*

The Variance request is to allow a 16' high perimeter wall along S. Main Street. This is the only wall that will be rebuilt, as the other three (3) existing walls, all of which are 16' high walls, will remain in their current locations.

- *To support this request, the original wall, prior to being damaged, was 16' in height, which provided substantially more screening of electrical equipment than an 8' high wall would. We believe the variance would be an aesthetic benefit to the community.*

- *We believe the variance will not be a detriment to the public good, and will not impair the intent and purpose of any ordinance or resolution.*

VAR-40434
SDR-40432

The existing substation wall on S. Main Street included a facade to emulate a "business front" in an effort to make it aesthetically compatible with the surrounding developments. To meet the current architectural design standards of the Las Vegas Arts District in the Downtown Centennial Plan, we have chosen a façade design for the proposed substation wall, included in this application, which we believe meets the goals of the standards and today's Arts District theme. On a parallel path, we will approach Mr. Dick Geyer, from the local neighborhood association, which includes members of the Arts District, to show him our desired facade design.

These applications will run concurrently with the General Plan Amendment (GPA-40043) and Rezoning (ZON-40044) that will modify the land use of this property to PF (Public Facilities) and rezone it to the C-V (Civic) Special Purpose Overlay district. Approval of these requests will eliminate the legal, non-conforming status.

Should you need any further information, please feel free to contact me at 702-402-2620.

Sincerely,

Thomas Dombrowski
Sr. Land Use Consultant
NV Energy
TDombrowski@nvenergy.com

VAR-40434
SDR-40432

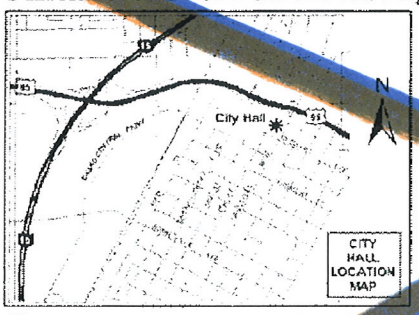
Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



I oppose the special use permit.

Brian.

RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

Planning Commission Meeting of 1/25/2011

Case: RQR-40298

13934412109
TARIO BRIAN P
200 HOOVER AVE #1705
LAS VEGAS NV 89101-6883

30 KRDFNP1 89101

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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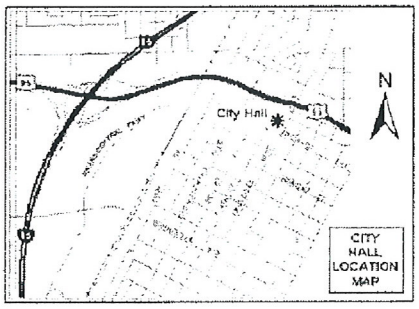


I oppose SDR-40432 – the waiver of the streetscape requirement

Brian.

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-40434 & SDR-40432

Planning Commission Meeting of 1/25/2011

Case: VAR-40434

13934412109
TARIO BRIAN P
200 HOOVER AVE #1705
LAS VEGAS NV 89101-6883

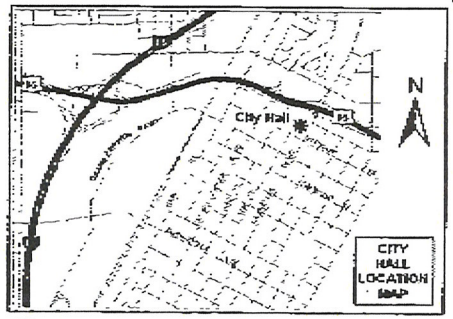
RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

30 KRDFNP1 89101

2/8

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40434 & SDR-40432

Planning Commission Meeting of 1/25/2011

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PAID
Las Vegas, NV
Permit No. 1630

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JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40434

13934412094
MARTINEZ ANGEL
92 LAIGHT ST #10D
NEW YORK NY 10013-2025

102 KRDFNP1 10013

22-23

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
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PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested

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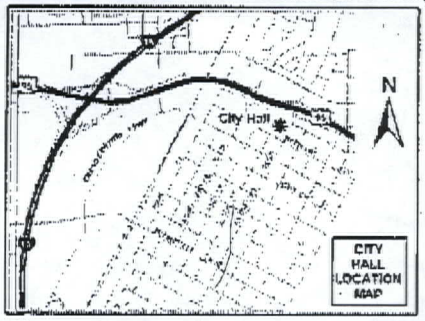

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-40434 & SDR-40432

Planning Commission Meeting of 1/25/2011

Case: VAR-40434

13934412117
KUDLER DONALD C
1721 ADRA CT
LAS VEGAS NV 89102-2092

32 KRDFNP1 89102

RECEIVED
JAN 18 2011

22-23
A

facilitec

817 S. Main Street
Las Vegas, NV 89101
P: (702) 795-8800
F: (702) 795-8838

January 21, 2011

Mr. Thomas Dombrowski
Sr. Land Use Consultant
NV Energy
6226 West Sahara Ave.
Las Vegas, Nevada

Dear Mr. Dombrowski,

This is letter is to acknowledge my support of your proposed improvements of the Commerce Electrical Substation (SDR-40432 & VAR40434), located at 1004 S. Main Street.

My business is located just north of the substation, and I am pleased to see the commitment made by NV Energy to consider the design of the remodeled substation. .

Thank you for the opportunity to review your proposal and provide input.

Regards,

Quentin Abramo
Owner

Submitted at Planning Commission
Date 1/25/11 Item 22-23

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40432 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-40043, ZON-40044 AND VAR-40434 - PUBLIC HEARING - APPLICANT: NEVADA POWER COMPANY - OWNER: NV ENERGY - Request for a Site Development Plan Review FOR A PROPOSED ELECTRIC UTILITY SUBSTATION WITH A WAIVER OF THE DOWNTOWN CENTENNIAL PLAN STREETSCAPE REQUIREMENTS on 0.36 acres at 1004 South Main Street (APN 139-33-811-007), C-M (Commercial/Industrial) Zone [PROPOSED: C-V (Civic)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Photos
4. Protest/Support Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-40432** APN: 139-33-811-007

Name of Property Owner: Nevada Power Company (d.b.a. NV Energy)

Name of Applicant: Nevada Power Company (d.b.a. NV Energy)

Name of Representative: Thomas Dombrowski @ NV Energy

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: James R Saavedra

Print Name: James R. Saavedra

Subscribed and sworn before me

This 9th day of December, 20 10

Yolanda Benito

Notary Public in and for said County and State

YOLANDA M. BENITO
Notary Public, State of Nevada
Appointment No. 93-2749-1
My Appt. Expires Sept. 20, 2013

RECEIVED
DEC 09 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Design Review (includes 3 Waivers)

Project Address (Location) 1004 S. Main Street

Project Name Commerce Electrical Substation **Proposed Use** Public Facility

Assessor's Parcel #(s) 139-33-811-007 **Ward #** 3 --- Gary Reese

General Plan: existing C proposed PF **Zoning:** existing C-M proposed C-V

Commercial Square Footage 15,212 sf. = 0.349 ac **Floor Area Ratio** N/A

Gross Acres 0.367 ac. **Lots/Units** N/A **Density** N/A

Additional Information Rebuilding and relocating the electrical substation perimeter wall on the Main Street side of the substation, which was destroyed this past summer.

PROPERTY OWNER NV Energy **Contact** Thomas Dombrowski

Address 6226 W. Sahara Avenue **Phone:** (702) 402-2620 **Fax:** (702) 402-5064

City Las Vegas **State** NV. **Zip** 89146

E-mail Address TDombrowski@nvenergy.com

APPLICANT SAME **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE SAME **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* James R Saavedra

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James R. Saavedra

Subscribed and sworn before me

This 9th day of December, 20 10.

James R. Saavedra Yolanda Benito

Notary Public in and for said County and State

YOLANDA M. BENITO
Notary Public, State of Nevada
Appointment No. 93-2749-1
My Appt. Expires Sept. 20, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-40432
Meeting Date:	1-25-11
Total Fee:	1030
Date Received:*	12-9-10
Received By:	FS

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.



This tractor trailer combination measures 8' 7" in width.

SDR-40432

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DEC 09 2010
City of Las Vegas



This truck measures 8 feet in width.

RECEIVED
DEC 09 2010
City of Las Vegas

SDR-40432



The width in this truck-trailer combo measures 9 1/2 feet wide.

RECEIVED
DEC 09 2011
City of Las Vegas
SDR-40432

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.

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

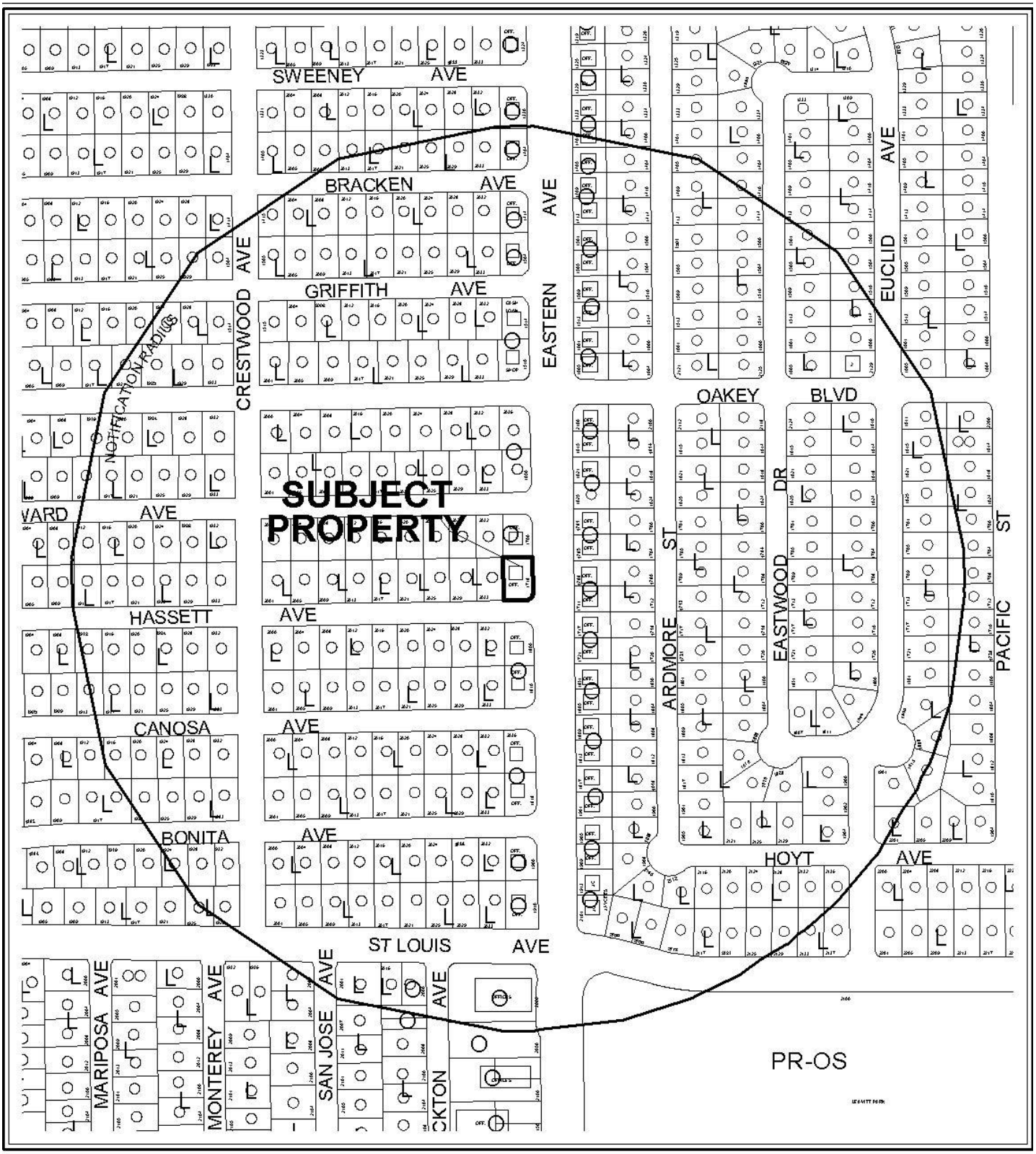
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-40387 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: GILDA R. VERSALES - Request for a General Plan Amendment FROM: O (OFFICE) TO: L (LOW DENSITY RESIDENTIAL) on 0.16 acres at 1718 South Eastern Avenue (APN 162-02-713-039), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-40387, ZON-40388 and VAR-40389
3. Supporting Documentation
4. Photos - GPA-40387, ZON-40388 and VAR-40389
5. Justification Letter - GPA-40387, ZON-40388 and VAR-40389
6. Backup referenced from the January 25, 2011 Planning Commission Meeting Items GPA-40387, ZON-40388 and VAR-40389



0 300 600 Feet

CASE: **GPA-40387**

RADIUS: 1000 FT

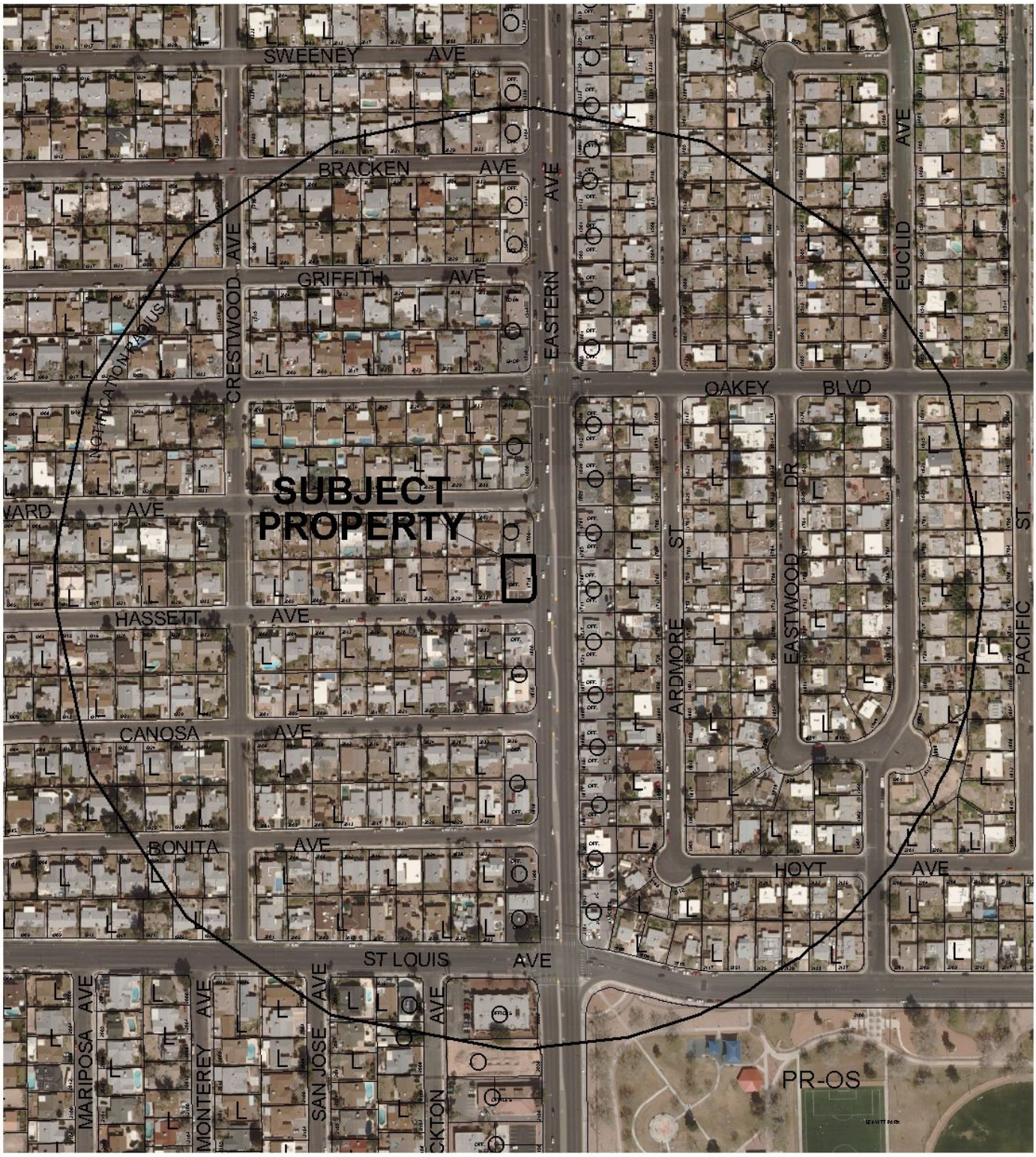
GENERAL LAND USE OF SUBJECT PROPERTY:

O (OFFICE)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

N



0 300 600 Feet

CASE: **GPA-40387**

RADIUS: 1000 FT

GENERAL LAND USE OF SUBJECT PROPERTY:

O (OFFICE)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GILDA R. VERSALES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-40387	Staff recommends DENIAL.	N/A
ZON-40388	Staff recommends DENIAL.	GPA-40387
VAR-40389	Staff recommends DENIAL, if approved subject to conditions:	GPA-40387 ZON-40388

** CONDITIONS **

VAR-40389 CONDITIONS

Planning and Development

1. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the patio cover. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. 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.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

5. Remove the existing driveway on Eastern Avenue and replace with new curb, gutter, and sidewalk meeting Current City Standards.

Staff Report Page One
February 16, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend General Plan designation from O (Office) to L (Low Density Residential) with a companion request for a Rezoning from P-R (Professional Office and Parking) to R-1 (Single Family Residential) at 1718 South Eastern Avenue. The property currently contains a vacant building, which was previously used as an office. The current land use and zoning designation provides a buffer zone to separate residential uses from more intense commercial uses. The proposed amendment to the land use designation and zone change would eliminate that buffer zone; therefore, staff recommends denial of this request. If these applications are denied, the General Plan designation would remain O (Office) and P-R (Professional Office and Parking) zoning designation.

The applicant is also requesting approval of a Variance to allow a zero-foot side yard setback at the east side of the existing building for a proposed 345 square-foot patio cover. Staff recommends denial, as no characteristic of the property prevents the patio cover from being designed to meet Title 19 standards. If this request is denied, the patio cover must be built within required setbacks in conformance to Title 19.

ISSUES

- Approval of General Plan Amendment (GPA-40387) is required to approve an associated request for Rezoning (ZON-40388).
- Approval of General Plan Amendment (GPA-40387), Rezoning (ZON-40388) and Variance (VAR-40389) are required to allow the proposed patio cover to be located within zero-foot from the corner side yard property line, where 15 feet is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/01/78	The Board of City Commissioners approved the request for a Rezoning (Z-0146-77) of property located at 2037 Hassett Avenue from R-1 (Single Family Residential) to P-R (Professional Office and Parking) for an acupuncture clinic. The Planning Commission recommended approval.
05/17/06	The City Council approved a request for a General Plan Amendment (GPA-12043) to amend a portion of the Southeast Sector Plan of the General Plan from SC (Service Commercial) and L (Low Density Residential) to O (Office) as part of a larger request. The Planning Commission and staff recommended approval.
01/25/11	The Planning Commission voted (7-0) to recommend DENIAL of companion items GPA-40387, ZON-40388 and VAR-40389 (PC Agenda Items 28-30/rg).

Most Recent Change of Ownership	
11/03/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1954	A single family dwelling was constructed in 1956.
03/04/57	A building permit (#28254) was issued for a Fence at 2037 Hassett Avenue. The project was completed on 05/09/59.
05/22/63	A building permit (#20166) was issued for a Masonry Block Wall at 2037 Hassett Avenue. The project was completed on 06/02/63.
03/06/72	A building permit (#3358) was issued for a Patio Cover at 2037 Hassett Avenue. The project was completed on 03/14/72.
04/17/78	A building permit (#5460) was issued for an Interior Remodel for a Medical Office at 2037 Hassett Avenue. The project was completed on 04/03/79.
04/18/78	A building permit (#5505) was issued for a Masonry Block Wall at 2037 Hassett Avenue. The project was completed on 05/11/78.
04/27/78	A building permit (#5919) was issued for Paving at 2037 Hassett Avenue. The project was completed on 05/23/78.
05/12/03	A building permit (#03009604) was issued for a Non-work Certificate of Occupancy for an Office at 1718 South Eastern Avenue. The project was completed 06/13/03.

Pre-Application Meeting	
12/06/10	A pre-application meeting was held with staff to discuss the required actions necessary to allow a Community Residence at 1718 South Eastern Avenue and discussed the submittal requirements for a General Plan Amendment from O (Office) to L (Low Density Residential), Rezoning from P-R (Professional Office and Parking) to R-1 (Single Family Residential) district, and Variance for setback to allow a patio cover to encroach within corner side yard setback along Eastern Avenue.

Neighborhood Meeting	
01/03/11	A neighborhood meeting was held at 1718 Eastern Avenue, Las Vegas, NV 89104 at 5:30 p.m. There were one member of the public, the applicant and a Planning and Development staff present. The applicant explained the request and there was no objection from the citizen in attendance.

Field Check	
12/14/10	During a site visit staff noted a vacant building on the property and a monument sign was observed at the corner of Hassett Avenue and Eastern Avenue.

Details of Application Request	
Site Area	
Net Acres	0.15

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office	O (Office)	P-R (Professional Office and Parking)
North	Office	O (Office)	P-R (Professional Office and Parking)
South	Desktop Publishing	O (Office)	P-R (Professional Office and Parking)
East	Office	O (Office)	P-R (Professional Office and Parking)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Hassett Avenue	N/A	N/A	50	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	*Gross Floor Area or Number of Units*	*Required*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Community Residence	1	2 Spaces per Unit	2				
TOTAL SPACES REQUIRED			2		2		Y
Regular and Handicap Spaces Required			2	0	2	0	Y

ANALYSIS

The request is to amend the current General Plan land use designation from O (Office) to L (Low Density Residential), as well as, to change the current zoning designation from P-R (Professional Office and Parking) to R-1 (Single Family Residential). The purpose of the General Plan Amendment and Rezoning is to use the property for a single family residence, and to allow the proposed Community Residence use. The proposed L (Low Density Residential) land use designation as well as the R-1 (Single Family Residential) Zoning District provides for the development of single-family detached dwellings in a suburban setting. The R-1 District is consistent with the policies of the Low Density Residential category of the General Plan. However, the property is located within the Neighborhood Revitalization Area of Las Vegas 2020 Master Plan. The P-R (Professional Office and Parking) District is intended to allow for office uses in an area which is predominantly residential but because of traffic and other factors is no longer suitable for the continuation of low density residential uses. This district is designed to be a transitional zone to allow low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact.

Although the subject site was originally developed as a single family residence, it was determined that properties immediately adjacent to Eastern Avenue could better serve as a transitional buffer between the existing residential subdivisions and the intense activity found along a Primary Arterial. Many properties, including the subject site, were allowed to Rezone for less intense commercial uses, and thereby provide such buffers. Eastern Avenue remains a Primary Arterial, and the level of activity along it has only become more intense since the subject site was Rezone for commercial use in 1978. Amending the General Plan designation and Rezoning the property to allow residential uses would not be appropriate at this location; therefore, staff recommends denial of both the General Plan Amendment and the Rezoning requests.

The proposed 11-foot nine-inch by 39-foot patio cover will be attached on the east side of the existing building along Eastern Avenue. The patio cover pursuant to Title 19.18 may encroach within 15 feet of the corner side property lines in the proposed R-1 (Single Family Residential) Zoning District. The setback shall be measured from the supporting post; however, the overhang of the patio cover many not extend closer than three feet from a property line. The proposed patio cover overhang is located at the property line.

As there is no hardship associated with the physical characteristics of the site, failure to meet code requirements with regard to the proposed patio cover is self-imposed, and staff recommends denial.

FINDINGS (GPA-40387)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed L (Low Density Residential) land use designation is not compatible with the existing adjacent land use designations. The transitional zone established to allow low intensity administrative and professional offices would be eliminated.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed Rezoning to R-1 (Single Family Residential) allows for a single family residence. The existing adjacent land use or zoning districts will be incompatible since there will be no adequate transition from residential to commercial, as a result of the General Plan Amendment.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject property contains a building that could be used for a residential use. The site contains a driveway and can be accessed from Hassett Avenue. There are adequate facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   No applicable plans are affected by this request.

FINDINGS (ZON-40388)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed R-1 (Single Family Residential) conforms to the proposed L (Low Density Residential) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed R-1 (Single Family Residential) Zoning District in the subject property will not be compatible with the surrounding land uses and zoning districts. The property serves as a buffer zone to separate residential uses from more intense commercial uses, which is the intent of the P-R (Professional Office and Parking) Zoning District.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Eastern Avenue continues to increase in intensity as Las Vegas continues to grow. This increased intensity does not indicate the need for or appropriateness of the proposed Rezoning for residential uses.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site access is provided along Hassett Avenue. This street is adequate in size to meet the requirements of the proposed zoning district.

FINDINGS (VAR-40389)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing the patio cover within the corner side yard setback. Alternative is to move the proposed patio cover elsewhere in the property that would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 22

NOTICES MAILED 410 (By City Clerk)

APPROVALS 4

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-40387** APN: 162-02-713-039

Name of Property Owner: GILDA R. VERSALES

Name of Applicant: GILDA R. VERSALES

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: Gilda R. Versales

Print Name: GILDA R. VERSALES

Subscribed and sworn before me

This 6 day of December, 20 10

Notary Public in and for said County and State

CLARK County
Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2881-1
My Appointment Expires Mar. 14, 2012

RECEIVED
DEC 07 2010

Revised 11-14-06

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: GENERAL PLAN

Project Address (Location) 1718 SO. EASTERN AVE. LV, NV 89104

Project Name MV EASTERN COMM. RESIDENCE **Proposed Use** COMM. RESIDENCE

Assessor's Parcel #(s) 162-02-713-039 **Ward #** _____

General Plan: existing O proposed LOW DENSITY RESIDENCE **Zoning:** existing PR proposed R-1

Commercial Square Footage 6,970 sq ft. **Floor Area Ratio** 1,296 sq ft.

Gross Acres 0.16 **Lots/Units** 01 **Density** _____

Additional Information _____

PROPERTY OWNER GILDA R. VERSALES **Contact** _____

Address 39478 ZACATE AVE. **Phone** (510) 396-9620 **Fax** (510) 792-5359

City FREMONT **State** CA **Zip** 94539

E-mail Address md_gilda@yahoo.com

APPLICANT _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE RAUL VERSALES **Contact** (702) 722-2896

Address 1418 SO. 3RD ST. **Phone** (818) 648-3421 **Fax:** _____

City LAS VEGAS, **State** NEVADA **Zip** 89104

E-mail Address RAUL-VRSLS@YAHOO.COM.

Property Owner Signature* Gilda R. Versales

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name GILDA R. VERSALES

Subscribed and sworn before me

This 6 day of December, 20 10.

Notary Public in and for said County and State
CLARK County
Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2881-1
My Appointment Expires Mar. 14, 2012

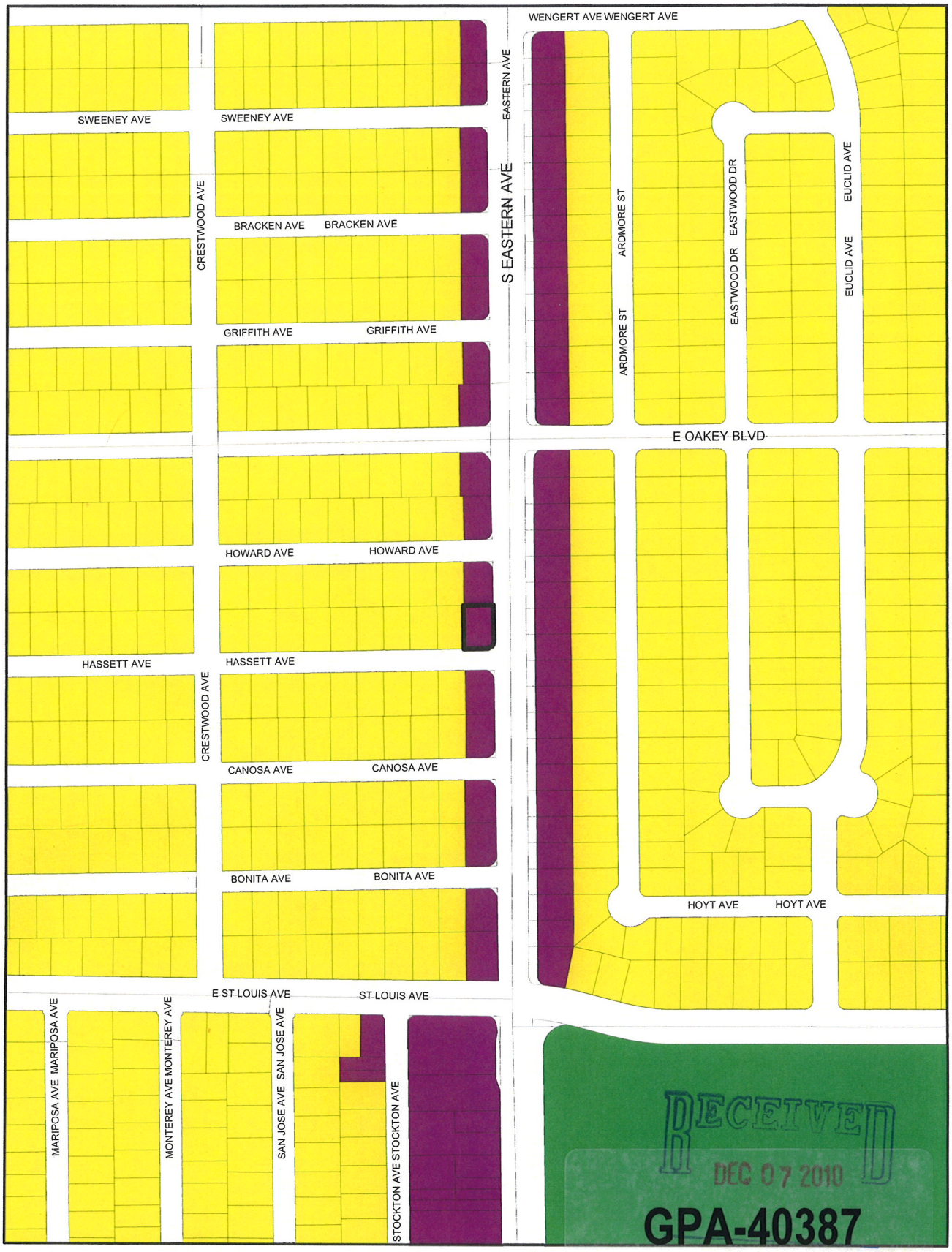
FOR DEPARTMENT USE ONLY

Case #	GPA-40387
Meeting Date:	1/25/11 PC
Total Fee:	$2,000
Date Received:*	12/7/10
Received By:	

RECEIVED
DEC 07 2010

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

GENERAL PLAN AMENDMENT Parcel: 162-02-713-039



RECEIVED
DEC 07 2010
GPA-40387

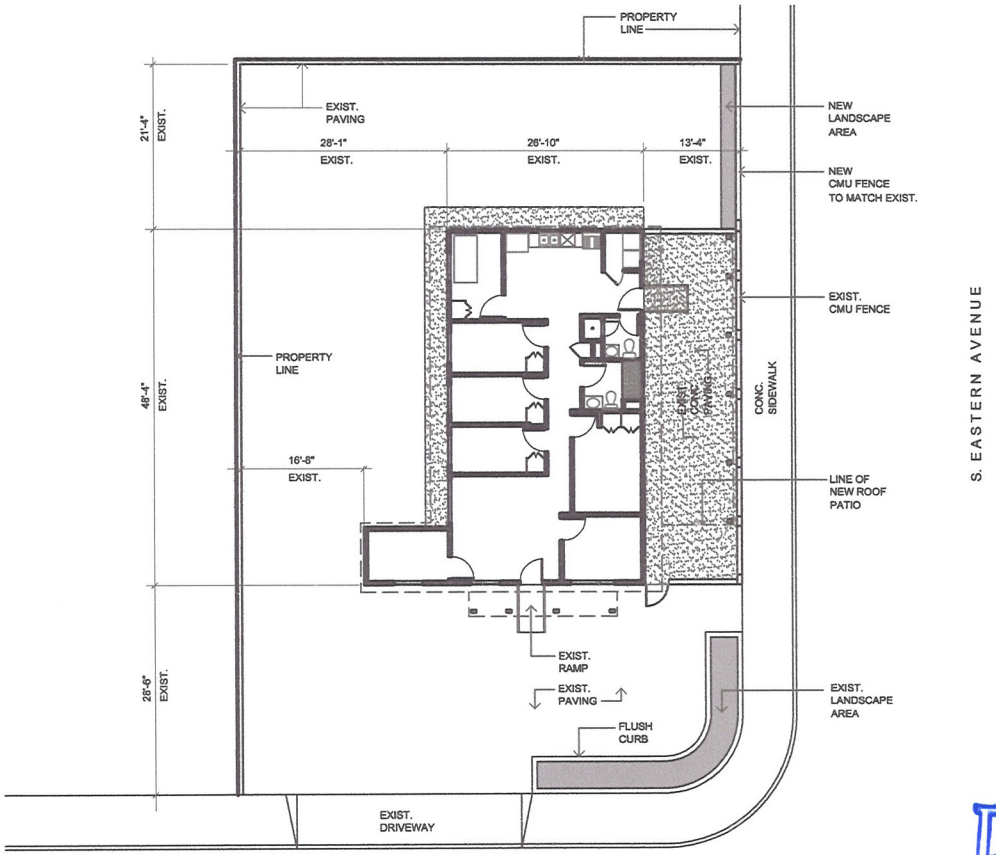
GENERAL PLAN AMENDMENT

FROM O TO L

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium - Low
- Medium - Low Attached
- Medium
- High
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industrial / Research
- Planned Community Development
- Downtown Redevelopment Area
- Park / Recreation / Open Space
- Public Facility
- Public Facility - School
- Public Facility - Clark County
- Town Center
- Resource Conservation
- Downtown - Commercial
- Downtown - Mixed Use
- Not in City
- Subject Parcel
- City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: December 06, 2010



NOTE:

1. NO ALTERATION ON BUILDING FOOTPRINT.
2. NEW LAYOUT OF PARKING STALLS.
3. LANDSCAPE AREA TO REMAIN AS IS.
4. DAMAGE PAVING TO BE PATCH AND REPAIRED.
5. PATIO ROOF TO BE ADDED AT EAST SIDE OF BUILDING.
6. REFER TO FLOOR PLAN FOR ROOM NAMES.

RECEIVED
DEC 07 2010

SITE PLAN

SCALE: 1/8" = 1'-0"

0 1'-0" 3'-0" 5'

NORTH

GPA-40387
ZON-40388
VAR-40389

ARCHITECTURAL SERVICES
4045 S. BUFFALO DRIVE #271
LAS VEGAS, NV 89147
702/368-2968

1718 S. EASTERN AVE.,
LAS VEGAS, NV
89148

the contractor shall check and verify all dimensions and report all errors and omissions to this office prior to commencing work. these drawings are not to be scaled

number date description

20101201 project number
12/06/10 date
ROE drawn
ROE project manager
SITE PLAN

A1.00

NOTE:

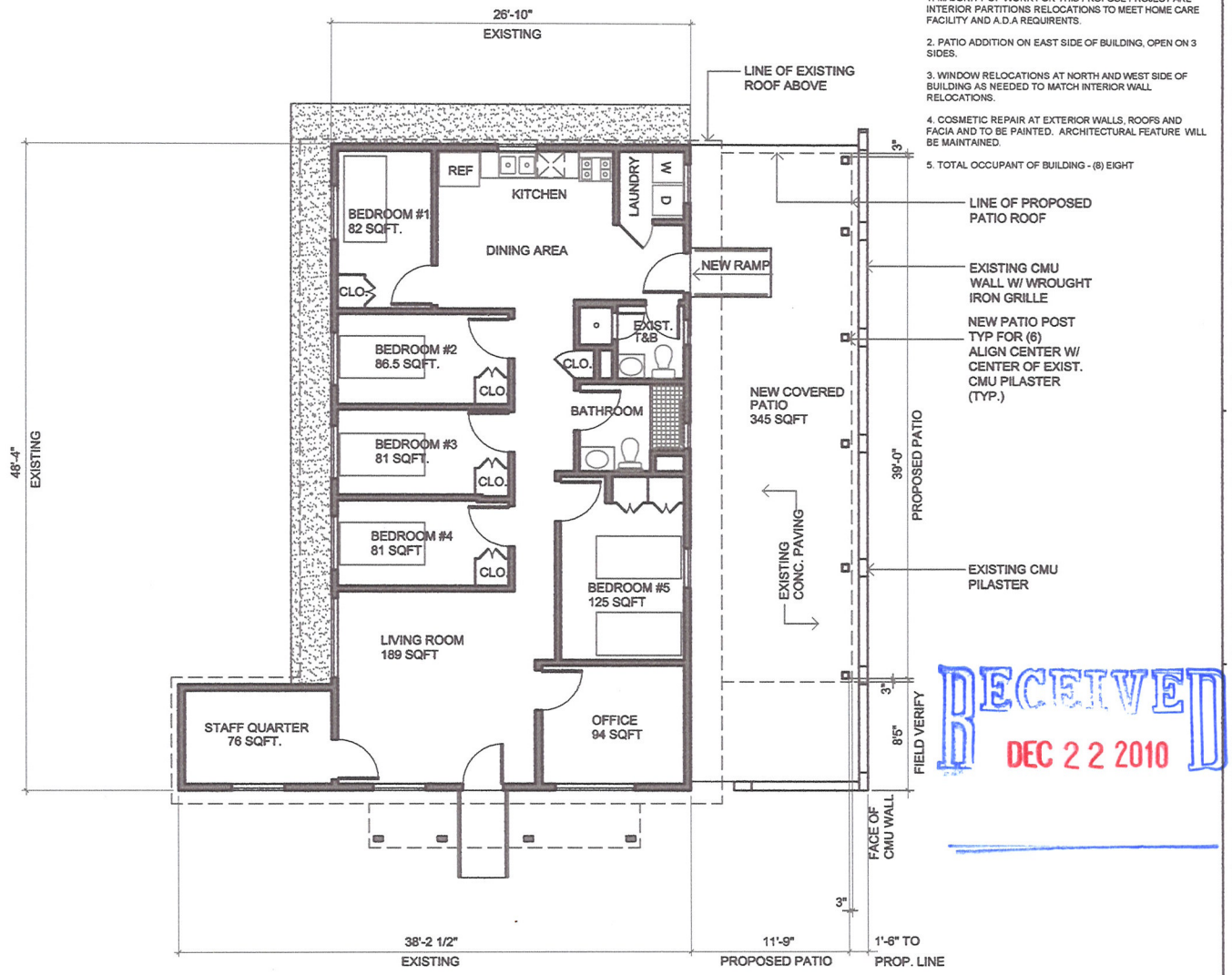
1. MAJORITY OF WORK FOR THIS PROPOSE PROJECT ARE INTERIOR PARTITIONS RELOCATIONS TO MEET HOME CARE FACILITY AND A.D.A REQUIRENTS.

2. PATIO ADDITION ON EAST SIDE OF BUILDING, OPEN ON 3 SIDES.

3. WINDOW RELOCATIONS AT NORTH AND WEST SIDE OF BUILDING AS NEEDED TO MATCH INTERIOR WALL RELOCATIONS.

4. COSMETIC REPAIR AT EXTERIOR WALLS, ROOFS AND FACIA AND TO BE PAINTED. ARCHITECTURAL FEATURE WILL BE MAINTAINED.

5. TOTAL OCCUPANT OF BUILDING - (8) EIGHT



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DEC 2 2 2010

FLOOR PLAN

SCALE: 1/4" = 1'-0"

0 1'-0" 3'-0"

NORTH

VAR-40389
REVISED

ARCHITECTURAL SERVICES
4045 S. BUFFALO DRIVE #271
LAS VEGAS, NV 89147
702/968-2968

1718 S. EASTERN AVE.,
LAS VEGAS, NV
89104

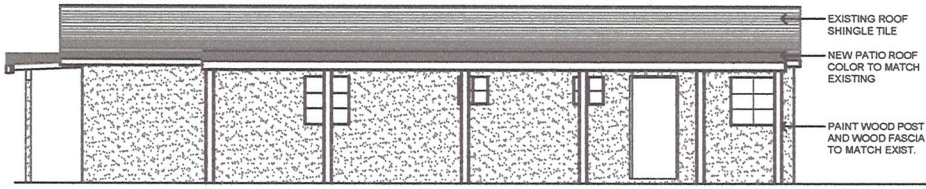
the contractor shall check and verify all dimensions and report all errors and omissions to this office prior to commencing work. these drawings are not to be scaled

number date description

20101201
project number
12/06/10
date
ROE
drawn
ROE
project manager

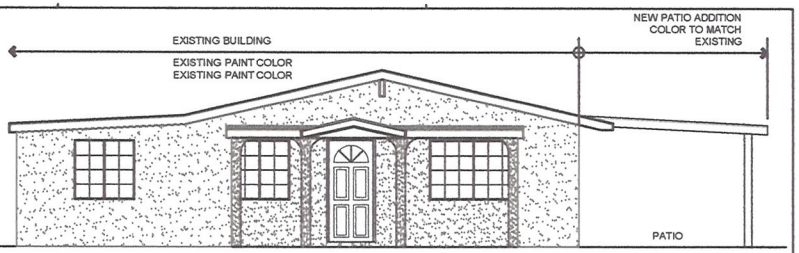
PROPOSE
FLOOR PLAN

A2.00



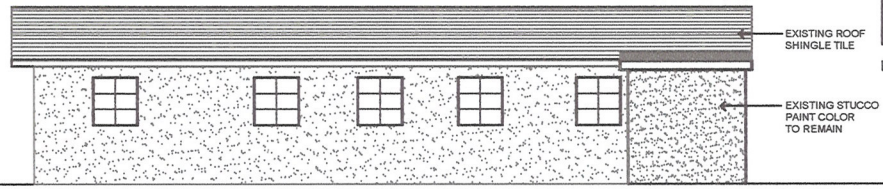
EAST ELEVATION

SCALE: 1/4" = 1'-0"



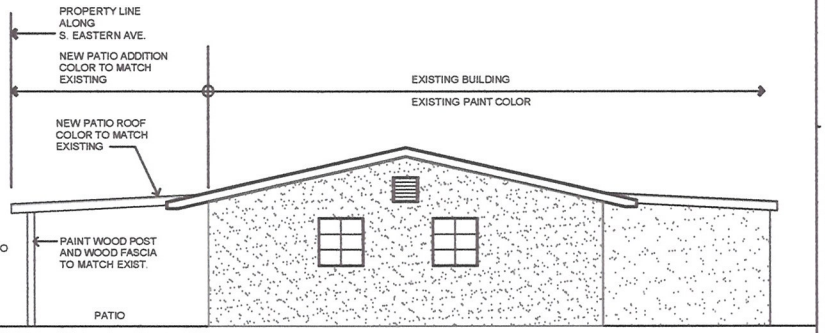
SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



WEST ELEVATION

SCALE: 1/4" = 1'-0"



NORTH ELEVATION

SCALE: 1/4" = 1'-0"

NOTE:

1. EXTERIOR OF BUILDING TO BE PAINTED TO MATCH EXISTING COLOR.
2. ALL SURFACES TO BE FIX AND PREPARED OR REPLACED AS REQUIRED PRIOR TO PAINTING.
3. NEW PATIO ROOF TO MATCH EXISITNG.
   WOOD FASCIA AND POST TO BE PAINTED TO MATCH EXISTING.

GPA-40387
ZON-40388
VAR-40389

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ARCHITECTURAL SERVICES
4045 S. BUFFALO DRIVE #271
LAS VEGAS, NV 89147
702/368-2968

1718 S. EASTERN AVE.,
LAS VEGAS, NV
89104

the contractor shall check and verify all dimensions and report all errors and omissions to this office prior to commencing work. these drawings are not to be scaled

number	date	description

20101201
project number

12/06/10
date

ROE
drawn

ROE
project manager

EXTERIOR ELEVATIONS

A3.00

NOTE:

1. MAJORITY OF WORK FOR THIS PROPOSE PROJECT ARE INTERIOR PARTITIONS RELOCATIONS TO MEET HOME CARE FACILITY AND A.D.A REQUIRENTS.

2. PATIO ADDITION ON EAST SIDE OF BUILDING, OPEN ON 3 SIDES.

3. WINDOW RELOCATIONS AT NORTH AND WEST SIDE OF BUILDING AS NEEDED TO MATCH INTERIOR WALL RELOCATIONS.

4. COSMETIC REPAIR AT EXTERIOR WALLS, ROOFS AND FACIA AND TO BE PAINTED. ARCHITECTURAL FEATURE WILL BE MAINTAINED.

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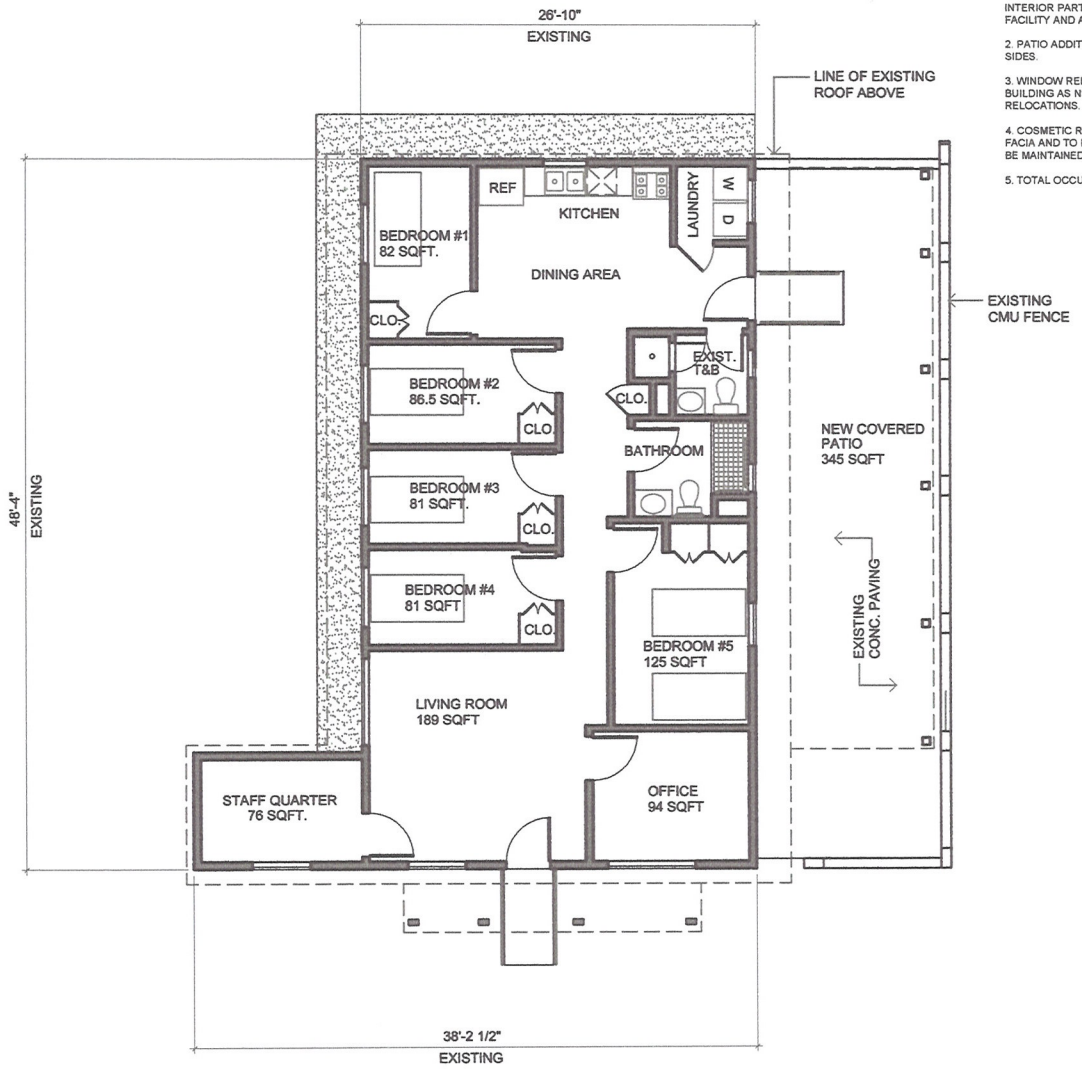

FLOOR PLAN

SCALE: 1/4" = 1'-0"

0 1'-0" 3'-0" 5'-0"

NORTH

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DEC 07 2010

GPA-40387
ZON-40388
VAR-40389

ARCHITECTURAL SERVICES
4045 S. BUFFALO DRIVE #271
LAS VEGAS, NV 89147
702/368-2968

1718 S. EASTERN AVE.,
LAS VEGAS, NV
89104

the contractor shall check and verify all dimensions and report all errors and omissions to this office prior to commencing work. these drawings are not to be scaled.

number date description

20101201 project number
12/06/10 date
ROE drawn
ROE project manager

PROPOSE FLOOR PLAN

A2.00



GPA-40387, ZON-40388 & VAR-40389 - APPLICANT/OWNER: GILDA R. VERSALES
1718 SOUTH EASTERN AVENUE

12/14/10



GPA-40387, ZON-40388 & VAR-40389 - APPLICANT/OWNER: GILDA R. VERSALES
1718 SOUTH EASTERN AVENUE

12/14/10

December 6, 2010

Planning & Development
713 So. 4th Street
Las Vegas, NV 89101

RE: 1718 So. Eastern Avenue , Las Vegas, NV 89104
Justification Letter

ISSUE: I would like to use the current office building as a community residence. The building has been vacant since 2008. Because of the current economy,the city continues to have an oversupply of vacant office buildings. I'm aware of the need for quality community residence for certain specific need clients. I have experience in this type of business and I believe I can generate employment and income for the city than having an unoccupied office building.

INFORMATION: No. of residents = 6 to 10
No. of employees = 5 to 10 ((full time/part time)
Any existing similar uses owned or operated by the applicant and the location = One 10-bed residential care home at 3821 Topaz St., Las Vegas, NV 89121
Any required state licenses specific to the use requested = Yes

SUSTAINABILITY:

Will this project participate in the City of Las Vegas Green Building Program?	NO
Will this project be constructed to LEED or other equivalent standards?	NO
Will this project utilize alternative energy sources or water savings measures? Will change to tankless water heater.	YES
Is there connectivity to adjacent parcels?	NO
Will the proposed project qualify as a walkable community (for Residential and Mixed Use projects only)?	NO
Is the project using any means of sustainable construction?	NO
Will this project meet the intent of the Urban Forestry Initiative?	NO
Will the project provide any bicycle parking?	NO
Will the project provide any electric vehicle recharging stations?	NO

FINDINGS :
ZONING: Existing : P-R Proposed: R-1
To have a community residence I have to apply to rezone the property to R-1. The proposed plan will maintain a residential character which is still in compliance with the general plan. The properties at the side and rear of the proposed property are occupied single family homes.

VARIANCE: The property has an existing uncovered patio facing Eastern Avenue. It is about 3 feet high from the sidewalk level. There's a plan to put patio cover and to be able

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GPA-40387
ZON-40388
VAR-40389

to do this we're requesting a 0 setback to make the patio with the cover aesthetically appealing to the commuters and surrounding homes and offices. The covered patio is intended for the clients' safety, to have a place to hang out, have simple table activities, be outdoors if they want to and be protected from the possible harsh weather. The proposed patio with cover will not be an eye sore because it blends with the surrounding buildings and the patio has been part of the building since 1954. The patio cover will not exceed 12 feet high.

We also have a monument sign in front of the building which is not allowed in residential zoning. We will remove this free standing sign prior to the approval of this application.

GENERAL PLAN: Existing : Office Proposed : Low Density Residence
The request to change the use of the building from Office to Low Density Residence still complies with the land use in the city's General Plan. The traffic in the area which is mild will be maintained. The community residence will meet the housing needs of specific clients we will serve, ones who need special care. Using the building will avoid what has been noted around the area of vacant buildings full of graffiti and vandalized.

I hope for the consideration of the application/petition on the above property.

Lidia R. Versales

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JAN 03 2011

GPA-40387 ZON-40388
VAR-40389 REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

FROM :XKN FAX NO. :7024563222 Jan. 18 2011 02:16PM P1

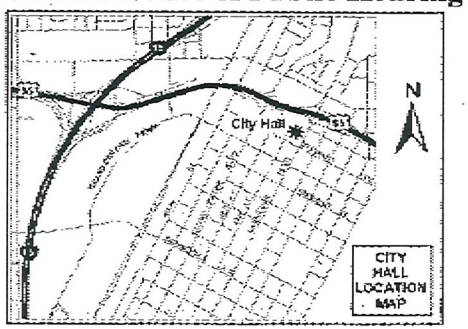
26-29 A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested

Official Notice of Public Hearing



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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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.

[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40387 & ZON-40388

Planning Commission Meeting of 1/25/2011

Case: GPA-40387

16201310134
NEGRETE RAUL E & XAVIER M
4445 MOUNTAIN VISTA
LAS VEGAS NV 89121-6549

14 KRDFNP1 89121

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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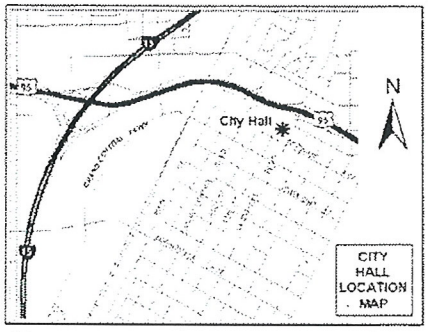
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40387 & ZON-40388
Planning Commission Meeting of 1/25/2011

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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-40387
16201310137
MEJIA-CORRALES LORENA & LUCIO A
1700 ARDMORE ST
LAS VEGAS NV 89104-3927

28, 29
A

27 KRDFNP1 89104

01/18/2011 TUE 9:43 FAX 002/002

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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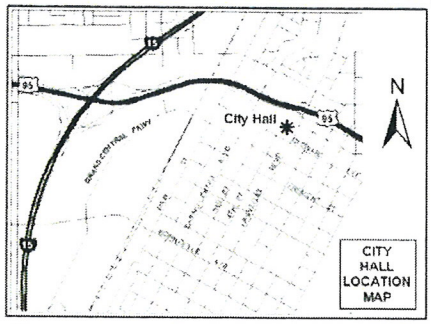
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40387 & ZON-40388
Planning Commission Meeting of 1/25/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-40387

16202616062
CHICKEN & ROOSTER L L C
5473 S EASTERN AVE
LAS VEGAS NV 89119-2316

28-29
A

15 KRDFNP1 89119

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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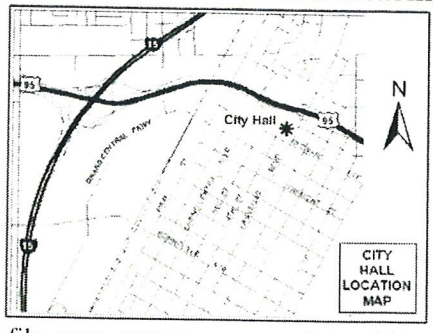
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40387 & ZON-40388

Planning Commission Meeting of 1/25/2011

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JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-40387

16202616064
CHICKEN & ROOSTER L L C
5473 S EASTERN
LAS VEGAS NV 89119-2316

28-29
A

16 KRDFNP1 89119

KAUFMAN, KAUFMAN & ASSOCIATES
A LAW FIRM

PRESTON P. REZAEE, CHTD.
"OF COUNSEL"

KEITH D. KAUFMAN, ESQ.
JERRY J. KAUFMAN, ESQ.
Lic. in NV & UT

January 4, 2011

City of Las Vegas
Planning & Dev.
731 So. Fourth St.
Las Vegas, NV 89101-2986

Re: GPA-40287; ZON-40388; VAR-4-389
Applicant: Gilda R. Versales

To Whom It May Concern:

I own the entire SW corner of Eastern and St. Louis which is an up scale law office building. I also owned and recently sold the properties at 1913, 1915, 1919 & 2101 E. St. Louis (NE corner of St Louis & Eastern). I still own a 90% mortgage on the latter properties. The last 4 properties are all commercial sites and have been upgraded.

I have lived in Las Vegas for over 45 years and believe to downgrade the General Plan and re-zone or permit variances would be a detriment to the locality. The commercial market is already in economic woes and to allow residential occupancy in an area that is predominately commercial-professional would be non-conforming, a reduction in the land value, an architectural incompatibility and hurt the already value stressed present owners.

I submit MY OBJECTION not in detriment of property within the city but to plead for its upgrading. Mr. Eric Palacios just built a new $1,000,000 professional law office immediately adjacent to my 2000 So. Eastern building. The intent is to promote commercial/professional development…not to hinder it. Such reduction in zoning would be a hindrance.

Very truly yours,

Jerry J. Kaufman
Neighborhood Owner

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

P

2000 S. EASTERN AVENUE · LAS VEGAS, NV 89104 · (702) 765-LAWS (5297) · FAX (702) 791-LAWS (5297) · KDK@KAUFMANLAWYERSLV.COM

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

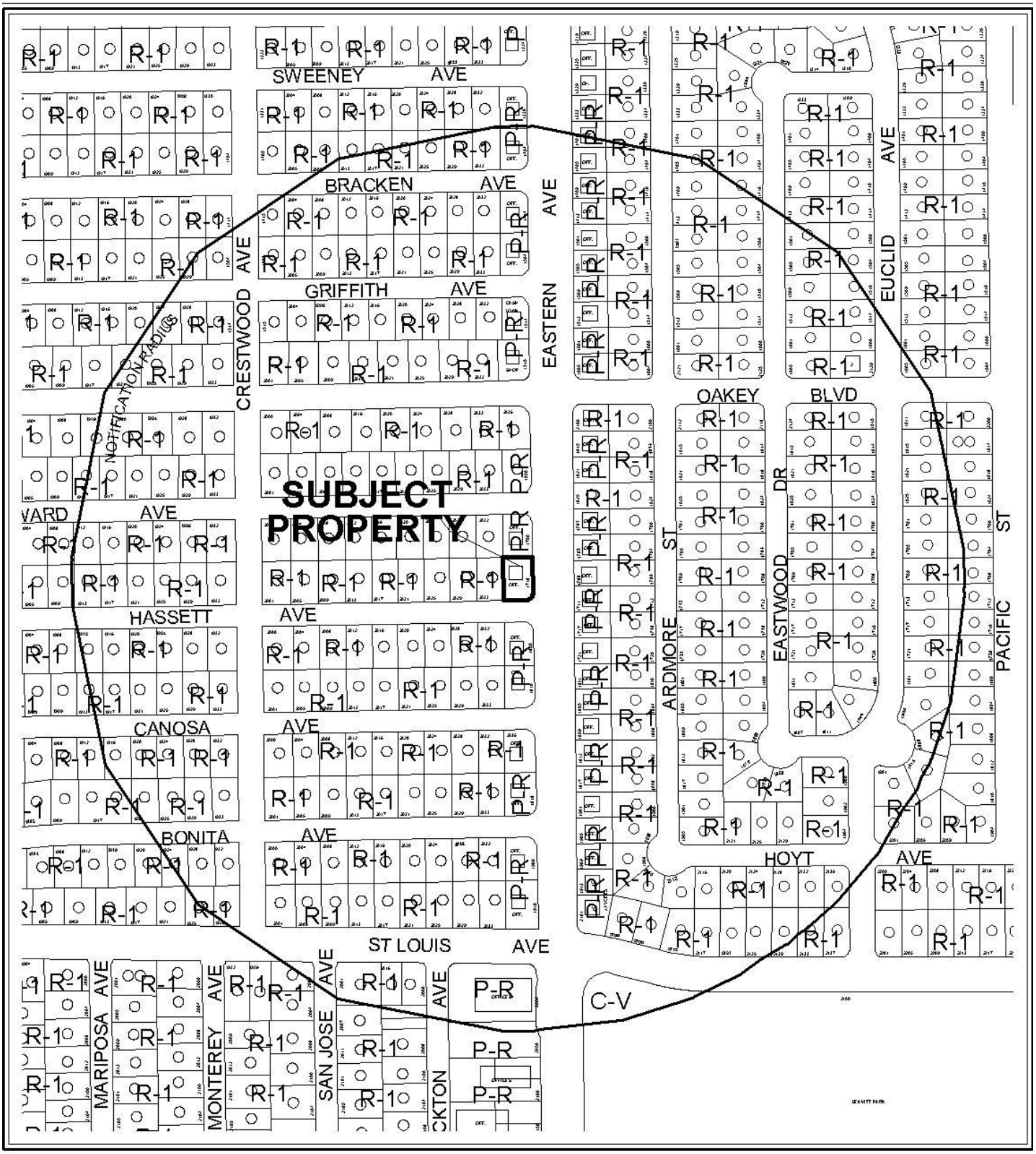
SUBJECT:
ZON-40388 - REZONING RELATED TO GPA-40387 - PUBLIC HEARING - APPLICANT/OWNER: GILDA R. VERSALES - Request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 0.16 acres at 1718 South Eastern Avenue (APN 162-02-713-039), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps – ZON-40388 and VAR-40389
3. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

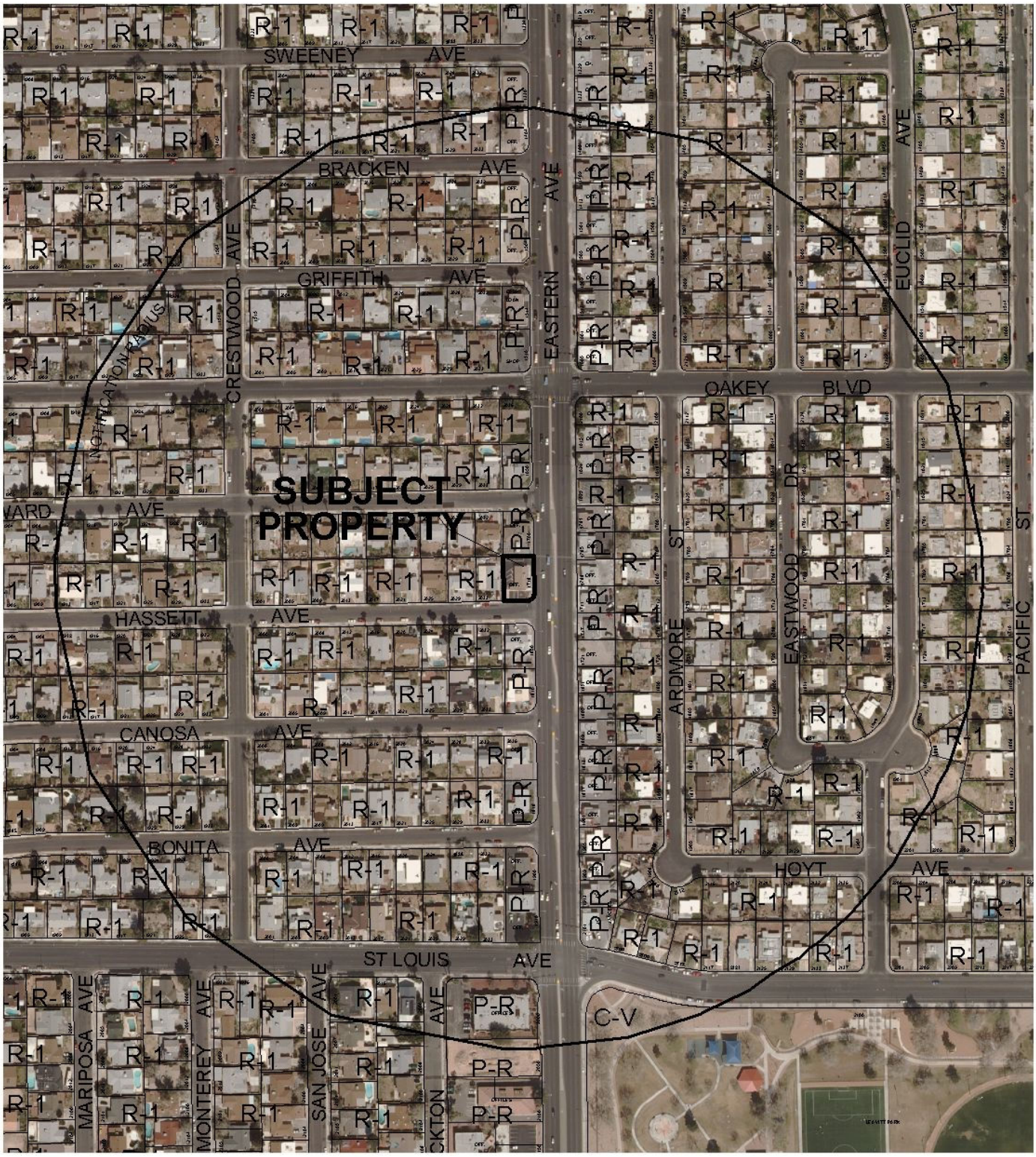
CASE: **ZON-40388 AND VAR-40389**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 300 600 Feet

CASE: **ZON-40388 AND VAR-40389**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-40388** APN: 162-02-713-039

Name of Property Owner: GILDA R. VERSALES

Name of Applicant: GILDA R. VERSALES

Name of Representative: RAUL R. VERSALES / RAUL ESPINITY

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: Gilda R. Versales

Print Name: GILDA R. VERSALES

Subscribed and sworn before me

This 6 day of December, 20 10

Notary Public in and for said County and State

Clark County Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2881-1
My Appointment Expires Mar. 14, 2012

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DEC 07 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: REZONING

Project Address (Location) 1718 SO. EASTERN AVE. LV, NV 89104-3907

Project Name M V EASTERN COMM. RESIDENCE **Proposed Use** COMMUNITY RESIDENCE

Assessor's Parcel #(s) 162-02-713-039 **Ward #** _____

General Plan: existing O proposed R-1 Low Density Residential **Zoning:** existing PR proposed R-1

Commercial Square Footage 6,970 **Floor Area Ratio** 1,296

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER GILDA R. VERSALES **Contact** _____

Address 39478 ZACATE AVE. **Phone:** (510) 396-9620 **Fax:** _____

City FREMONT **State** CA **Zip** 94539

E-mail Address md_gilda@yahoo.com

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE RAUL R. VERSALES **Contact** _____

Address 3821 Topar ST. **Phone:** (818) 648-3421 **Fax:** (818) 722-2876

City Las Vegas **State** NV **Zip** 89121

E-mail Address Raul_vrsls@yahoo.com

Property Owner Signature* Gilda R. Versales

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name GILDA R. VERSALES

Subscribed and sworn before me

This 6 day of December, 20 10.

Notary Public in and for said County and State

CLARK County NEVADA

Revised 10/27/08

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2681-1
My Appointment Expires Mar. 14, 2012

FOR DEPARTMENT USE ONLY

Case #	ZON-40388
Meeting Date:	1/25/11 PC
Total Fee:	$1,200
Date Received:*	12/7/10
Received By:	

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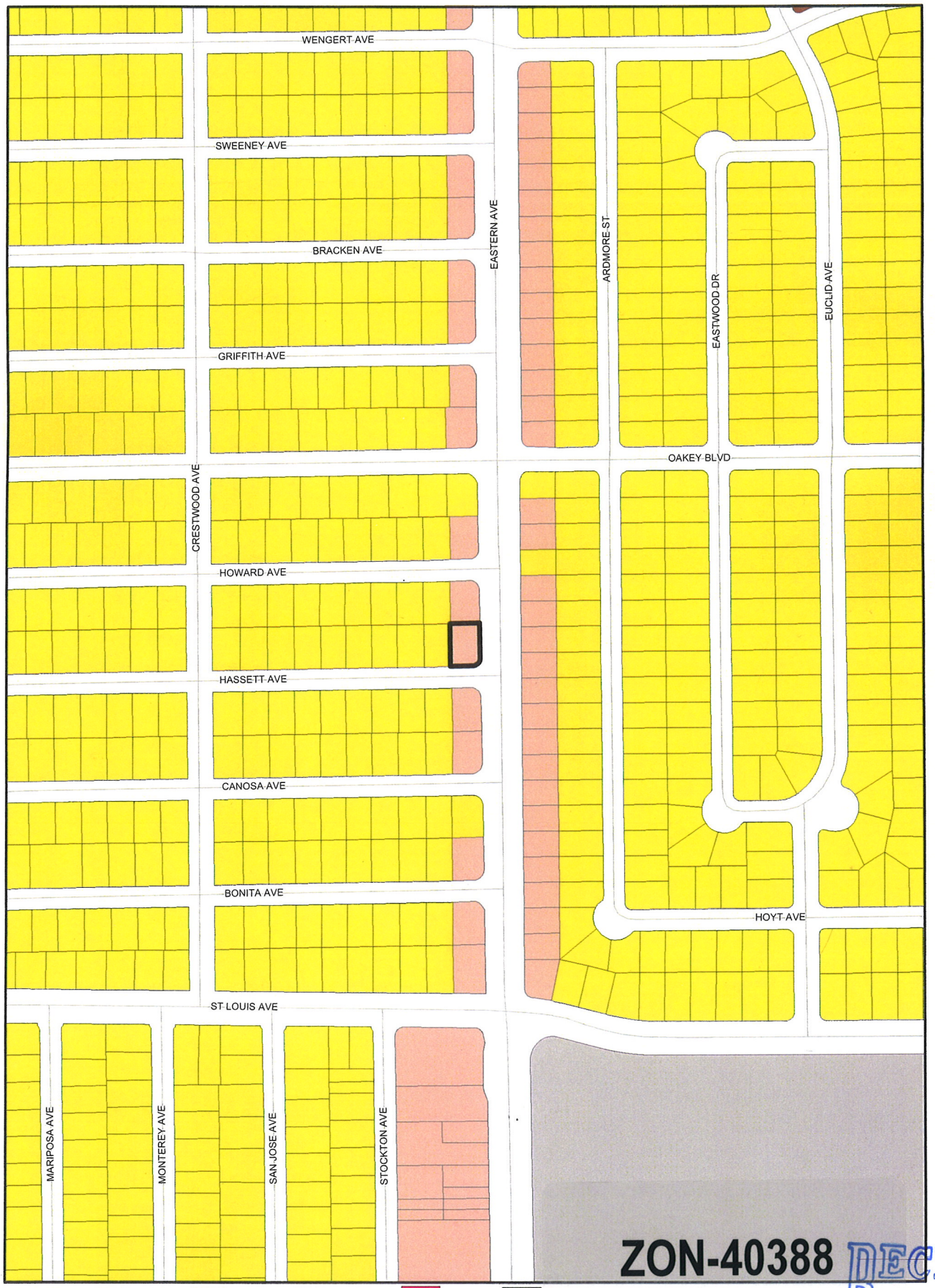
DEC 07 2010

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

REZONING Parcel: 162-02-713-039



ZON-40388

FROM PR TO R-1

RECEIVED
DEC 07 2010

ZONING

C-V	U	R-MH	R-MHP	PD	Subject Parcel
C-PB	R-A	R-CL	P-R	T-D	City Limits
P-C	R-E	R-2	N-S	TC	ROI Zoning
	R-D	R-3	O	C-2	
	R-PD	R-4	C-D	C-M	
	R-1	R-5	C-1	M	

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: December 06, 2010

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40389 - VARIANCE RELATED TO GPA-40387 AND ZON-40388 - PUBLIC HEARING - APPLICANT/OWNER: GILDA R. VERSALES - Request for a Variance TO ALLOW A ZERO-FOOT CORNER SIDE YARD SETBACK WHERE FIFTEEN FEET IS REQUIRED FOR A PROPOSED PATIO COVER on 0.16 acres at 1718 South Eastern Avenue (APN 162-02-713-039), P-R (Professional Office and Parking) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Support Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40389** APN: 162-02-713-039

Name of Property Owner: GILDA R. VERSALES

Name of Applicant: GILDA R. VERSALES

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: Gilda R. Versales

Print Name: GILDA R. VERSALES

Subscribed and sworn before me

This 6 day of December, 20 10

Notary Public in and for said County and State

CLARK County

Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2881-1
My Appointment Expires Mar. 14, 2012

RECEIVED
DEC 07 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance

Project Address (Location) 1718 So. Eastern Avenue

Project Name MV EASTERN COMM. RESIDENCE **Proposed Use** COMMUNITY RESIDENCE

Assessor's Parcel #(s) 162-02-713-039 **Ward #** _____

General Plan: existing ( ) proposed LOW DENSITY RESIDENCE **Zoning:** existing PK proposed R-1

Commercial Square Footage 6,970 **Floor Area Ratio** 1,296

Gross Acres 0.16 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER GILDA R. VERSALES **Contact** _____

Address 39478 ZACATE AVE. **Phone:** _____ **Fax:** _____

City FREMONT **State** CA **Zip** 94539

E-mail Address md_gilda@yahoo.com

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE RAUL R. VERSALES **Contact** _____

Address 3821 TOPAZ ST. **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89121

E-mail Address _____

Property Owner Signature* Gilda R. Versales

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name GILDA R. VERSALES

Subscribed and sworn before me

This 6 day of December, 20 10.

Notary Public in and for said County and State
CLARK County
Nevada

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MAX KOSTINER
No: 92-2881-1
My Appointment Expires Mar. 14, 2012

FOR DEPARTMENT USE ONLY

Case #	VAR-40389
Meeting Date:	1/25/11 PC
Total Fee:	$830.00
Date Received:*	12/7/10
Received By:	

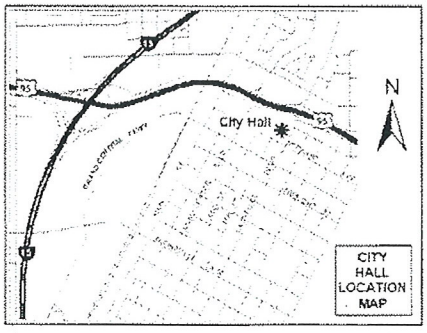
RECEIVED
DEC 07 2010

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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-40389

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40389
16201310137
MEJIA-CORRALES LORENA & LUCIO A
1700 ARDMORE ST
LAS VEGAS NV 89104-3927

27 KRDFNP1 89104

30 A

01/18/2011 TUE 9:42 FAX 001/002

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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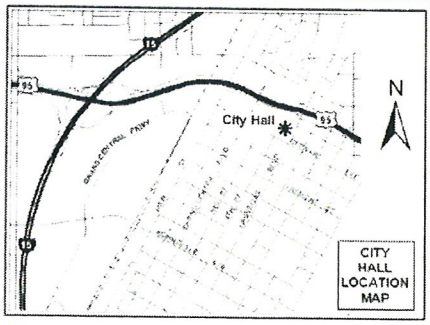
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40389

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40389

16202616064
CHICKEN & ROOSTER L L C
5473 S EASTERN
LAS VEGAS NV 89119-2316

30 A

16 KRDFNP1 89119

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
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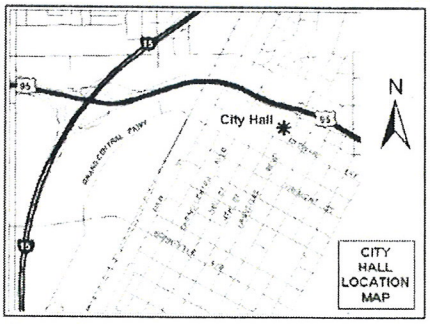
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40389

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40389

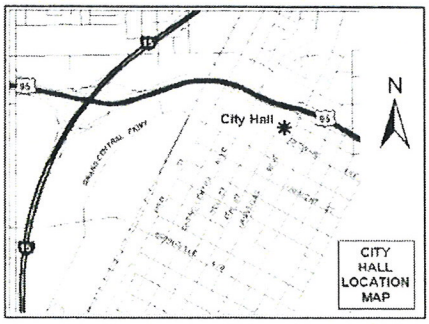
16202616062
CHICKEN & ROOSTER L L C
5473 S EASTERN AVE
LAS VEGAS NV 89119-2316

30
A

16 KRDFNP1 89119

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40389
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011

City of Las Vegas
Planning & Development
Department
City of Las Vegas
731 S. Fourth St
Las Vegas Nevada
89101-2986

30A

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-40404 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Request to adopt an updated Transportation & Streets and Highways Element. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. Transportation Element Revisions

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-40404	Staff recommends APPROVAL.	

Staff Report Page One
February 16, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This request is to adopt and updated the Transportation & Streets and Highways Element, as well as the associated Master Streets and Highways Map and Schedule contained within and to incorporate it into the city of Las Vegas 2020 Master Plan. An update to Transportation & Streets and Highways Element is required at this time to align the Element with the proposed changes to Title 13.12 and the Unified Development Code (UDC), as well as to keep current with existing conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/01/92	The City Council adopted Ordinance No. 3636, thereby adopting the Las Vegas General Plan as required by NRS 278. This master plan contained a circulation plan.
09/06/00	The City Council adopted Ordinance No. 5250, which adopted the Las Vegas 2020 Master Plan.
06/05/01	The Nevada Legislature adopted Assembly Bill No. 182 during the 71st Session that required the inclusion of a Streets and Highways Plan and a Transportation Plan within master plans of cities within a county population greater than 400,000.
04/15/09	The City Council adopted Ordinance No. 6038, which adopted to the Transportation & Streets and Highways Element.
01/25/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 35/pl).

Neighborhood Meeting	
01/06/11	A neighborhood meeting was held at the Development Services Center located at 731 S 4th Street at 5:30 PM. Two staff members were in attendance. No one from the public attended the meeting. The meet adjourned at 6PM.

ANALYSIS

The update to the Transportation & Streets and Highways Element (hereinafter "Element") is intended to complying with state mandated requirements concerning the Master Plan, providing the latest available information, clarifying maps and tables, and presenting consistent information with the Las Vegas Municipal Code.

The Transportation & Streets and Highways Element accomplishes the following:

- State goals, objectives and policies to guide and influence planning and implementation of transportation systems;
- Compile a comprehensive listing and description of the street network, grade separations, and terminals;
- Describe building line setbacks, the functional classification system, and street addressing and numbering used within the city of Las Vegas;
- Support the city's Sustainability Initiative;
- Analyze short and long term goals and priorities for transportation planning;
- Describe the city's role in facilitating the development of streets and highways;
- Evaluate the effectiveness and potential benefit of land-use tools in transportation planning;
- Identify strategies/actions to enhance the city's role in coordinating transportation planning and implementation with the Regional Transportation Commission of Southern Nevada and other governmental entities.

The major changes to the document since its adoption in 2009 are listed below:

- Updated the "Functional Classifications" section of the Element to reflect the language found within the proposed updates to Title 13.12 and the Unified Development Code.
- Updated the Element to reflect proper references to Title 19 and the Street Naming and Address Assignment Regulations, 2009 Edition.
- Updated tables found within the "Building Setback" section of the Element to reflect proposed zoning districts and corresponding development standards found within Title 19.
- Updated Appendix A to reflect proposed language, as well as the status if policies or programs.
- Clarify the process by which to amend the Element.
- Updated the name of the Master Streets and Highways Map to the "Master Streets and Highways Map and Schedule."
- Updated the text to reflect the completion of the Bonneville Transit Center, as well as the Strip & Downtown Express transit route.

<u>Relationship to Nevada Revised Statutes</u>

The Nevada Revised Statutes (NRS) are the current codified laws of the State of Nevada. The Statutes of Nevada are a compilation of all legislation passed by the Nevada Legislature during a particular legislative session. With respect to these laws, the Transportation & Streets and Highways Element conform to the following:

NSR 278.150 through 170 inclusive requires that the governing body (in this case the city of Las Vegas) prepare and adopt a comprehensive, long-term general plan for the physical development of the city. This document, known as the Las Vegas 2020 Master Plan, must include a transportation plan and a streets and highways plan.

The streets and highways plan must show the general locations and widths of a comprehensive system of major traffic thoroughfares and other traffic ways and of streets and the recommended treatment thereof, building line setbacks, and a system of naming or numbering streets and numbering houses, with recommendations concerning proposed changes.

The transportation plan must show a comprehensive transportation system, including, without limitation, locations of rights-of-way, terminals, viaducts and grade separations. The plan may also include port, harbor, aviation and related facilities.

The Transportation & Streets and Highways Element, within its current and proposed form, addresses all current NRS requirements in one document.

Relationship to Las Vegas 2020 Master Plan

The city of Las Vegas 2020 Master Plan policy document was adopted in September 2000. It provides a broad policy structure intended to direct the actions of the city regarding land use and development for the period from 2000 to 2020. The individual elements are intended to provide more specific direction, through detailed analysis and recommended actions, as to how the City should react to certain issues. The Transportation & Streets and Highways Element contains the goals, objectives and policies from the Master Plan policy document that best relate to transportation, streets and highways.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

Transportation & Streets and Highways Element Strike Throughs

Page1, within the actions of the executive summary:

"Amend Title ~~18~~19 to create standards that support the Neighborhood Traffic Management Program. Improvements could include speed bumps, dips, and street narrowing, all designed to ensure the safety and livability of local residential streets."

Page 3, within Recommendation #5 actions sections:

"Adopt more specific street tree requirements, such as type and placement, to supplement those in LVMC Title 19.~~12.040 (G)~~"

Page 29, Within Paragraphs 1-3 and associated foot notes #41:

The Master Plan of Streets and Highways was originally adopted as the "Major Street Plan Map" by the Board of City Commissioners on October 6, 1971[39] for the purpose of eliminating existing congestion and facilitating rapid traffic movement, while making provisions for anticipated future traffic needs. It provides the "locations and widths of a comprehensive system of major traffic thoroughfares and other traffic ways," as required by NRS 278.160. Changes to the Transportation & Streets and Highways Element and the Master Plan of Streets and Highways Map and Schedule are made through a General Plan Amendment application and approved by the City Council in ordinance form ~~in accordance with Title 13.12.180 of the Las Vegas Municipal Code~~. The most recent amendment to this plan was on February 4, 2009.[40]

The Master Plan of Streets and Highways Map and Schedule prescribes the location and classification of present and future primary roads within the city of Las Vegas. (A detailed examination of the functional classification appears below.) It determines right-of-way widths and ~~major~~ Planned right-of way alignments. Excluding private master planned areas of Las Vegas, circulation in the city is facilitated by a grid pattern to effectively move vehicular and bicycle traffic in the shortest amount of time. Major Planned streets typically occur in half-mile intervals, with primary (100-foot wide) arterials on section lines and ~~secondary~~ major (80-foot wide) collectors on quarter section lines. Specially designed roads are also identified, which are documented in a separate set of drawings. Freeways are also an integral part of the circulation system, as they are designed to carry the most vehicles, connect to other points of the system and have high impact on the arrangement of land uses. The Master Plan of Streets and Highways Map and Schedule is shown on Map 2.

Today, the city of Las Vegas contains 1,661 lane-miles of roadway within functional classes shown on Map 3.[41] (A mile long, two-lane street equals two lane-miles; a mile-long, four-lane street equals four lane-miles.) Of ~~major~~ Planned streets, arterials make up approximately 52 percent of the total lane-miles classified within city boundaries. Roads classified as freeways, expressways, frontage streets or ramps make up about 23 percent of the total,[42] according to the classification system used by the city.

[41] Data supplied by City of Las Vegas Public Works Department Traffic Engineering Division, Feb. 26, 2008. Lane miles are calculated only for those streets classified as ~~major~~ Planned streets on the official Master Plan of Streets and Highways Map and Schedule.

Page 30, within the Downtown Transportation Center:

~~Currently, this 10,000 square-foot bus depot is the main transfer point for all of the City Ride bus routes and is the main transfer point for many Citizens Area Transit (CAT) bus routes. A new terminal that will handle the anticipated increased demand for bus service has been approved for downtown Las Vegas and will be located on First Street, between Garces Avenue and Bonneville Avenue. The Downtown Transportation Center is scheduled for completion in 2010. According to the approved site plan (SDR-27948, approved August 6, 2008), the new facility will have 16 vehicle bays, an air conditioned terminal with administrative offices, and a bicycle facility with a repair station and showers for commuters.~~

As of November 7th, 2010 the brand new 20,000 square-foot Bonneville Transit Center began operations. The transit center, located at the corner of Bonneville Avenue and Casino Center Boulevard, is currently the largest Regional Transportation Commission of Southern Nevada (RTC) transit center in operation and provides a variety of transportation services. The center facilitates routes which include the Strip & Downtown Express, the Dues on the Strip, Centennial Express, Metropolitan Area Express (MAX) and 12 other routes.

Pages 34 through 36, within the discussion of functional classifications:

Title 13.12.040[50] identifies what are considered ~~major~~ Planned streets in the city of Las Vegas. Title 13.12.040 states:

> ~~Major~~ Planned streets or highways shall denote streets or highways of ~~primary and secondary~~ importance to the City and on which preference is given to the through movement of traffic. ~~Major~~ Planned streets and highways shall consist of the following designations within the official Master Plan of Streets and Highways Map and Schedule:
>
> (A) All highways designated as Federal highways;
>
> (B) All Highways designated as State Highways; to include frontage roads;
>
> (C) Section line roads designated by the Planning Commission;
>
> (D) Other streets and highways, existing or proposed, which by the Planning Commission has designated as ~~major~~ Planned streets or highways in order to carry out the purposed of this Plan.

Title 13.12.050[51] of the Las Vegas Municipal Code is the Functional Classification System for ~~major~~ Planned streets in the city of Las Vegas. Title 13.12.050 states:

> For the purposes of function, ~~major~~ Planned streets or highways shall be classified and are so designated on the official Master Plan of Streets and Highways Map as follows:
>
> (A) Major thoroughfare:

(1) Freeway: A divided highway with one-hundred-fifty-foot-wide minimum right-of-way and classified as "controlled access"; a high-speed road with grade-separated interchanges.

(2) Expressway: A divided highway with a one-hundred-fifty foot-wide minimum right-of-way and classified as "limited access"; a high-speed road with at-grade, cross-traffic, intersections.

(B) ~~(3)~~ Primary thoroughfare:

(1) ~~Primary thoroughfare~~ Parkway Arterial: A street or highway which has a minimum right-of-way width of one hundred and twenty feet and an existing or potential design capacity of ~~two~~ three or more travel lanes of traffic in each direction~~.~~ and 19' on each side for sidewalk and landscape divided by a landscape median.~~, divided when possible.~~

(2) Primary Arterial: A street or highway which has a minimum right-of-way width of one hundred feet and an existing or potential design capacity of three lanes in each direction, divided by a raised median with left turn pockets.

(~~B~~C) Secondary thoroughfare:

(1) ~~Secondary thoroughfare:~~ Major Collector: A street or highway which has a minimum right-of-way width of eighty feet and an existing or potential design capacity of two travel lanes of traffic in each direction~~.~~ with a center turn lane or raised median with left turn pockets.

(2) Minor Collector: A street which has a minimum right-of-way width of sixty feet which collects traffic from local streets and distributes them to major collectors or arterial streets.

Title 13.12.060[52] identifies what are considered minor streets in the city of Las Vegas. Title 13.12.060 states:

Minor streets shall include all streets not designates as ~~major~~ Planned streets or highways on the official Master Plan of Streets and Highways Map and Schedule. ~~and which facilitate the movement and distribution of vehicular traffic to and from the major street system.~~

Title 13.12.070[53] of the Las Vegas Municipal Code is the Functional Classification System for minor streets in the city of Las Vegas. Title 13.12.070 states:

(A) For the purposes of function, minor streets are classified as follows:

(1) Residential Street: A street with which is designed to carry residential traffic between minor collectors. ~~Collector Street: A minor street with a~~

~~minimum right-of-way width of sixty feet which connects major streets in a more or less direct line, or which has or will obtain, through future projection, a potential use capacity of more than three hundred vehicles per hour.~~

(2) Local street: Any street which is designed to a carry a combination of light commercial and residential traffic between minor collector, major collectors and primary arterials that does not function as a collector or arterial. ~~A street with a minimum right-of-way width of fifty-one feet which is designated to carry residential traffic between collector or other streets or highways and abutting properties.~~

(3) Local Access or Service Road: A street or that portion of a major or secondary thoroughfare lying outside the principle roadway designed to provide frontage for individual lots and which primarily carries traffic having a destination or origin on the street itself. ~~Street service road: That portion of a major or secondary thoroughfare lying outside of the principle roadway thereof, separated therefrom by a dividing island and providing ingress and egress from abutting property.~~

(B) The locations of minor streets are not shown on the official ~~Map of the~~ Master Plan of Streets and Highways Map and Schedule, but it is the intent of this Plan that, whenever a street functions as a minor street as defined in this Chapter, all the provisions of the Master Plan pertaining to minor streets shall apply.

Pages 46 through 49, Street Treatment:

Perimeter buffer zones on private property that is adjacent to all street rights-of-way are currently regulated by the "~~Perimeter Landscape Buffering~~ Complete Streets" section requirements found in Title 19~~.12.040~~ of the Las Vegas Municipal Code. These regulations include the minimum ~~"~~buffer zone depth,~~"~~ or width, which is determined by the use of the property. The landscape buffer width requirements shown in 19~~.12.040(A), Table 1~~ are as follows:

TABLE 6: Current Perimeter Landscape Buffer Widths

(Table omitted)

*When adjacent to or across the street from an existing single family residential use or zoning district, the buffer shall be increased to 15 feet.

**Only when adjacent to streets classified as collector or larger.

Source: Las Vegas Municipal Code Title 19~~.12.040(A), Table 1~~. See Note 50.

Three types of encroachments are currently allowed within the landscape buffer zone:[60]

1. Driveways (curb cuts) that are located perpendicular or approximately perpendicular to the street right-of-way.

2. Sidewalks that are located perpendicular or approximately perpendicular to the street right-of-way.

3. Pedestrian plazas that are located adjacent to the public right-of-way and in accordance with LVMC 19~~.08.050(E)(3)~~.

Sidewalks and trails parallel to the street are not included in the measurement of the perimeter landscape buffer. Similarly, when the sidewalk has landscaping on both sides, as is required on arterial streets, the landscaping adjacent to the street right-of-way does not count towards the landscape buffer width requirements. This method of calculating landscape buffer width provides no incentive for the developer to provide a landscape buffer between the sidewalk and the roadway on streets less than 100 feet in width. All sidewalks are required to be a minimum of five feet in width and conform to the Uniform Standard Drawings, Clark County area, as adopted by the city. Sidewalks located along arterial streets one hundred feet and wider are required to be separated from the back of the street curb by a minimum five-foot landscape buffer, per Title 19~~.12.040F (See Figure 2)~~.[61]

(Page 46 Foot notes)
60 Las Vegas Municipal Code, Chapter 19.~~12.040.D~~.
61 See Note 50.

Landscaping is required within the buffer area adjacent to public right-of-way. Plant material and landscape design are regulated through Title 19~~.12.040~~, where the number and size of trees and plants are specified. There are currently two alternatives to the standard tree arrangement within buffer zones. See Table 7 below. Design illustrations are located in Title 19~~.12.080~~.

Table 7: Current Minimum Size, Amount and Spacing of Perimeter Landscape Materials
(Table omitted)

(Table 7 Foot notes)
†Where adjacent to any residential use
‡Where adjacent to any commercial or industrial use
*Non-vegetative groundcovers shall include, without limitation, rocks and small stones, crushed rock and bark
NOTE: Standards are for all areas of the city not in planned developments or special plan areas.
Source: LVMC Title 19~~.12.040(B)~~. See Note 50.

Figures 2 through 5 depict graphic illustrations of the current landscape buffer requirements in Title 19.[62]

Pages 50 through 51, Building Setbacks:

Building line setbacks within the city of Las Vegas are primarily determined by zoning district or by the Master Developer of a planned community within a development agreement. Title 19 of the Las Vegas Municipal Code defines a setback as "the minimum required separation distance between the nearest portion of a structure and the ~~property~~ lot line."[63] Standardized zoning districts, such as those for rural single-family residential or commercial developments, have specific minimum distances behind which a structure must be built from the public right-of-way. In some cases, the front yard setback varies depending on whether the street is public or private, and whether a turnaround exists in front of the property. The front yard setback along collector streets may also vary depending on the height of adjacent buildings, as described in Title 19~~.08.030(C)~~ of the Las Vegas Municipal Code.[64] These districts are listed below, with explanatory notes:

Table 8: Single Family Residential District Setback Standards

Standard	U	~~R-A~~	R-E	~~R-D~~	R-1	R-CL†	R-TH	R-MH	~~R-MHP~~
Min. Front Yard Setback (feet)	50*	~~50*~~	50*	~~25~~	20	14	10**	20	~~5~~
Min, Corner Side Yard Setback (feet)	15	~~15~~	15	~~15~~	15	10	10	10	~~5~~

*The table denotes the front yard setback from a public street. In the case of a lot fronting on a private street or private access easement, the front yard setback is 30 feet from the edge of the private street or private access easement. Where such lots are located on a cul-de-sac or street knuckle, the front yard setback shall be 20 feet from the edge of the private street or private access easement. Structures having an attached, open porte cochere shall be set back a minimum of 30 feet from the front property line or the edge of the private street or private access easement, except where the setback is less restrictive.
**The table denotes that a porch, if provided, may encroach a maximum of five feet into the required setback area.
†Single Family Residential Compact-Lot (R-CL) District. The minimum front yard setback is 14 feet. However, the minimum front yard setback for attached front entry garage and carport structures is 16 feet for any lot located on a cul-de-sac bulb or street knuckle, and 18 feet in all other cases. The minimum side yard setback for a side yard along a street is 10 feet. The minimum combined width of both side yards for each lot is 10 feet.
Source: Las Vegas Municipal Code Title 19.~~08.040~~06 ~~Table 1~~. See Note 50.

Table 9: Residential District Standards Other Than Single Family

Standard	R-2	R-3	R-4	~~R-5~~
Min. Front Yard Setback (feet)	20	20	10	~~10~~
Min. Corner Side Yard Setback (feet)	5	5	5	~~5~~

Source: Las Vegas Municipal Code Title 19.~~08~~06.040 ~~Table 2~~. See Note 50.

Table 10: Commercial and Industrial Setback Standards

Standard	P-~~R~~O	~~N-S~~	O	~~C-D~~	C-1	C-2	~~C-PB~~	C-M	M†
Min. Front Yard Setback (feet)	20	~~25~~	25	~~25~~	~~20~~10	~~20~~10	~~20~~	10	10
Min. Corner Side Yard Setback (feet)	15	~~15~~	15	~~15~~	15	15	~~20~~	10	10

†Where a property in an Industrial (M) District is adjacent to, or across the street from, a residential district, the minimum setback from the property line or street right-of-way line shall be 50 feet.
Source: Las Vegas Municipal Code Title 19.08~~.050 Table 1~~. See Note 50.

(Page 50, Foot Notes)
63 *Las Vegas Municipal Code, Chapter 19.~~20~~18.020. See Note 50.*
64 *See Note 50.*

Some special planning areas of the city contain separate setback requirements, or may leave those requirements to the discretion of the City Council. Although lots are located within general zoning districts, all structures in the Downtown Centennial Plan District are exempt from the automatic application of required setbacks.[65]

Setback standards for existing residential planned developments ~~are~~ were suggested by the developer and approved by the City Council as part of a Site Development Plan Review. They considered whether a vehicle will be parked full-time within a garage or part-time in a driveway, the narrowness of the street, or the particular feel of the neighborhood. For example, a neotraditional neighborhood may contain staggered setbacks or narrow setbacks to give visual interest to the street.

(Page51, Foot Notes)
65 Las Vegas Municipal Code, Chapter 19.~~06~~10.~~060(C)~~. See Note 50.
66 See Note 50.

Page 51, within Street Naming and Numbering:

City of Las Vegas Ordinance 3744, adopted on October 20, 1993, amended Title 13.28 of the Municipal Code to readopt guidelines and requirements concerning the naming of streets and assignment of addresses within the city limits. The regulations were developed through the combined efforts of the city of Las Vegas, Clark County, Henderson, North Las Vegas, Boulder City, the U.S. Postal Service, and others. A separate document titled *City of Las Vegas Street Naming and Address Assignment Regulations, 1993 Edition* was adopted as part of Ordinance 3744. That document has since been updated by City of Las Vegas Ordinance 6052, adopted on August 5th, 2009 and is now referred to as *City of Las Vegas Street Naming and Address Assignment Regulations, 2009 Edition.* A properly standardized, maintained, accurate, and consistent address system is an essential tool that is vital to the operations of fire, police, and other service entities. It is critical for the addressing of parcels and buildings to be done methodically, sequentially, and follow a set of standards. ~~In 2007, each of these agencies reviewed the current addressing policy and suggested revisions to the document to eliminate inconsistencies that had developed since the last update. Adoption of the city's revised addressing policy is expected in 2009.~~

Page 51, within Street Naming:

Street names are used to identify all public and private streets. The city reviews and takes action regarding proposed street names and actively works with other government entities in the Las Vegas Valley to coordinate street names. Specific requirements for street naming are contained within the *City of Las Vegas Street Naming and Address Assignment Regulations, ~~1993~~ 2009 Edition*, referenced by Title 13.28.06066 of the Municipal Code.

Page 52, within Multi-Family Residential Addressing:

All multi-family residential developments are assigned a single address corresponding to the appropriate hundred blocks as described above. This address is considered the master site address. In general, a multi-family residential address will contain the master site address, building number, and unit number to create a unique address. The *City of Las Vegas Street Naming and Address Assignment Regulations, ~~1993~~ 2009 Edition* contains the specific address requirements for multifamily developments.

Page 52-53, within Non-Residential Addressing:

All non-residential developments are assigned a single address corresponding to the appropriate hundred blocks as described above. This address is the master site address if there is only one building on the site. For developments with multiple buildings, the primary entrance of the site receives a master site address and each building within the development receives a unique building address. The *City of Las Vegas Street Naming and Address Assignment Regulations, ~~1993~~ 2009 Edition* contains the specific address requirements for non-residential developments.

Page 53, within Street Name and Address Changes:

The procedure by which a petitioner may change the name of any street is detailed in Title 19.~~18~~16.~~130~~[67] of the Las Vegas Municipal Code. The City Council may approve a name change if the change is in the best interest of the public and no person will be materially injured.

At the request of the property owner or developer, the city may grant the approval of an address change. However, the proposed address change must not conflict with the addressing system, unless a ~~waiver~~ variance is approved by the Planning Commission or City Council.

Property owners do not have vested rights to street names and numbers, even if the address has been used for many years. When the city finds inconsistencies, and the Director of Planning or designee determines a correction is needed, the property owner will be notified that a change may occur.

Page 59, within the Fixed-Route Transit section:

The fixed route transit services currently available in the City include the Citizens Area Transit (CAT), Metropolitan Area Express (MAX), Las Vegas Deuce, and the Las Vegas Strip Trolley. Please refer to the Las Vegas Transit Element for a more detailed description of each transit service. The RTC is currently constructing a new ~~higher speed~~ bus rapid transit service called ACE. This system will features dedicated lanes for bus transit and fewer stops. ACE will connect downtown Las Vegas to the Las Vegas Convention Center, the Strip, Henderson and North Las Vegas. The Downtown Connector line, which includes a route along Paradise Road, St. Louis Avenue, Main Street, Imperial Avenue, Third Street, Casino Center Boulevard, Odgen Avenue and Grand Central Parkway, is currently under construction. The Strip & Downtown Express has been completed and future rapid transit lines are being planned ~~project is expected to be completed in the fall of 2009~~.[78] Center-running transit lanes and mid-street stations are planned so as to allow for potential conversion to rail service.[79] With fewer stops, amenities such as wireless internet availability, and a route that parallels Las Vegas' world-class attractions, the RTC expects ACE to define the future of transit in Las Vegas.

Page 72, within Paragraph 3:

Generally, the current streetscape within the city of Las Vegas is not inviting for pedestrians because it does not create an interactive environment where social activities take place. Narrowing streets, the inclusion of mid-block crossings and separating the sidewalk from the curb with a landscape barrier are all necessary for creating an environment in which people will interact. In the Downtown area, the city is implementing these practices by requiring a streetscape that is walkable and inviting. The city is also creating a ~~form-based zoning code~~ Unified Development Code in order to help create a more inviting streetscape. The city's urban forest initiative and the recommendations and action items in this plan will create an inviting streetscape throughout the city of Las Vegas. Once the recommendations and action items in this plan are implemented, the city of Las Vegas will have a streetscape that allows people to walk safely and comfortably.

Page 74, Within Actions:

"Amend Title ~~18~~ 19 to create standards that support the Neighborhood Traffic Management Program. Improvements could include speed bumps, dips, and street narrowing, all designed to ensure the safety and livability of local residential streets."

Page 76, within Recommendation #5 actions sections:

"Adopt more specific street tree requirements, such as type and placement, to supplement those in LVMC Title 19~~.12.040 (G)~~."

Appendix A Updates:

Policy #	Policy Description	Status
Policy Or Program		
A3.1	Annual review and update of Master Plan of Streets and Highways Map and Schedule.	The ~~MPSH~~ Master Streets and Highways Map and Schedule is reviewed by DPW periodically (not annually) to ensure the plan is consistent with other planned roadway projects. The ~~MPSH~~ Master Streets and Highways Map and Schedule is also updated as private development occurs throughout the city.
B2	Seek improvement of regional access to and from the Downtown area as well as within.	Increased vehicular capacity to and from I-15 has been planned as part of NDOT's I-515 widening project, which will increase the capacity of the Las Vegas Boulevard interchange. Planning for improved capacity to the north along Main Street and Las Vegas Boulevard has occurred. ~~MPSH~~ Master Streets and Highways Map and Schedule changes are likely in the near future, in response to NLV's Fifth Street corridor improvements. Improvements for transit access are being accomplished through the City's project to accommodate BRT along Casino Center and Ogden, and the City's involvement in regional RTC projects for additional BRT routes along Fremont/Boulder and Sahara. The city has also planned for improved east-west capacity with the newly designed Clark/Bonneville one-way couplet project. Regarding pedestrian access, the City is pursuing a master plan for future downtown pedestrian bridges through a current RTC UPWP project.
C4	Continue to operate the DTC (Downtown Transportation Center).	~~The city will continue to operate the DTC until a new downtown transit facility planned for the block at First Street and Bonneville Avenue is operational; this is estimated to be by 2010.~~ The Bonneville Transit Center opened on November 7th, 2010 and is ~~This facility will be~~ operated by the RTC; ~~however,~~ the city ~~will~~ continues to run its City Ride service through the new facility.

Add Appendix C

STREET NAME	BETWEEN	WIDTH	R/W SPLIT	ACTION #
Las Vegas Boulevard	Sahara to 4th Street	120'	W 60'/ 60' E	MSH-29429

Las Vegas Boulevard	4th Street to Charleston Boulevard	100'	W 50'/ 50' E	MSH-29429
Las Vegas Boulevard	Charleston Boulevard to Steward Avenue	90'	W 45'/45' E	
Las Vegas Boulevard	Stewart Avenue to Mesquite Avenue	transition	W varies/45' E	
Las Vegas Boulevard	Mesquite Avenue to Bonanza Road	100'	W 55'/45' E	
Main Street	Approximately 180' south of Stewart Avenue south r/w line to approximately 160' north of Bridger Avenue north r/w line	88'	W 48'/40' E	
Main Street	Approximately 160' north of Bridger Avenue north r/w line to Las Vegas Boulevard South	90'	W 45'/45' E	
Fremont Street	Main Street to Ninth Street	80'	W 40'/40' E	
Fremont Street	Ninth Street to Seventeenth Street	90'	W 45'/45' E	
Jones	Grand Teton to North City limit	90'	W 50'/40' E	MSH 3453
Grand Montecito	Durango Drive to Centennial Parkway	90'	W 50'/40' E	MSH13509
Grand Montecito	Centennial Parkway to Elkhorn	90'	W 45'/45' E	MSH-1-00
Grand Montecito	Elkhorn to Durango	90'	W 45'/45' E	MSH-2-00
Azure	US 95 to Tenaya	90'	N 45'/45' S	MSH-7-98
Tropical Parkway	Cimarron to US 95	90'	N 45'/45' S	MSH-7-98
Moccasin Road	Kyle Canyon Road to Thom Boulevard	100'	N 50'/50' S	MSH-1-99, MSH-6-02
Hualapai Way	Curves to the East into Alexander road approximately 1800' south of the Alexander Road Centerline	100'	special design	MSH-7-98
Alexander Road	Approximately 400' west of the Hualapai Centerline to approximately 1700' East of the Hualapai Centerline	100'	special design	MSH-7-98

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

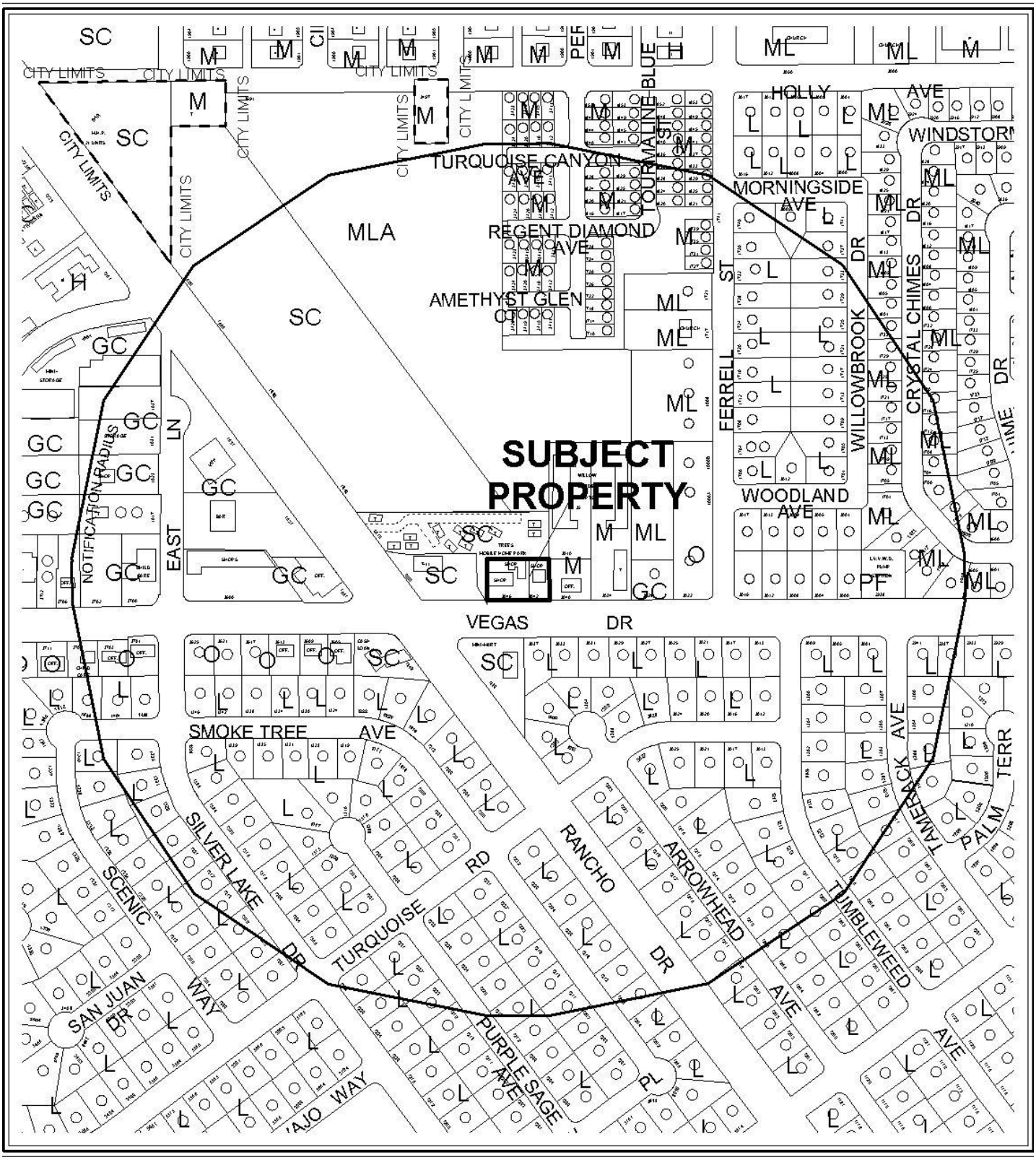
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-40439 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: VICTOR H. VALENZUELA - Request for a General Plan Amendment FROM: SC (SERVICE COMMERCIAL) TO: GC (GENERAL COMMERCIAL) on 0.34 acres at 3042 and 3046 Vegas Drive (APNs 139-20-411-006 and 007), Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-40439, SUP-40440 and SDR-40441
3. Supporting Documentation
4. Photos - GPA-40439, SUP-40440 and SDR-40441
5. Justification Letter - GPA-40439, SUP-40440 and SDR-40441
6. Protest Postcard
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Items GPA-40439 and SUP-40440



0 300 600 Feet

CASE: **GPA-40439**

RADIUS: 1000 FT

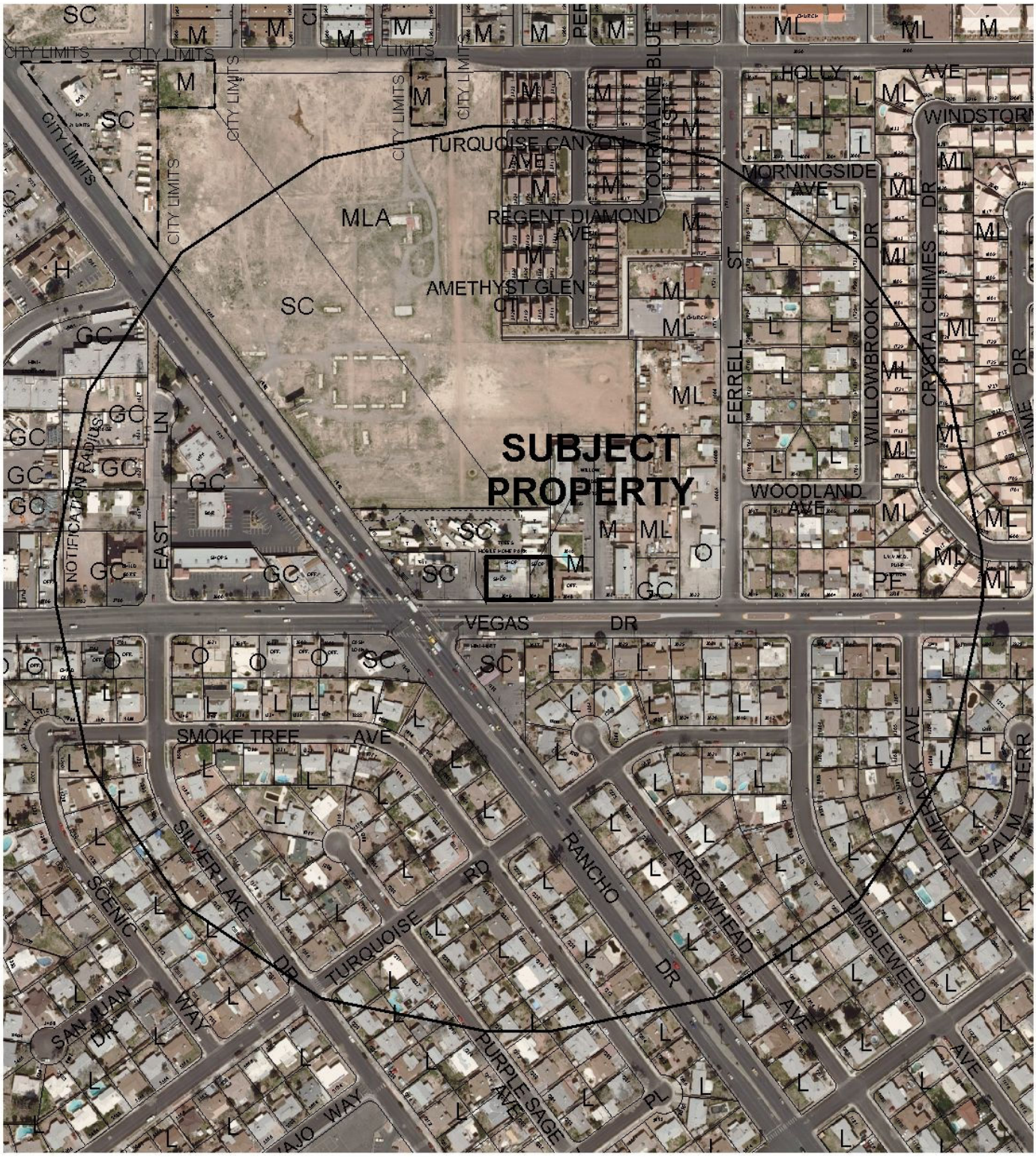
GENERAL LAND USE OF SUBJECT PROPERTY:

SC (SERVICE COMMERCIAL)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:

GC (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **GPA-40439**

RADIUS: 1000 FT

GENERAL LAND USE OF SUBJECT PROPERTY:

SC (SERVICE COMMERCIAL)

PROPOSED GENERAL LAND USE OF SUBJECT PROPERTY:

GC (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: VICTOR H. VALENZUELA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-40439	Staff recommends DENIAL.	N/A
SUP-40440	Staff recommends DENIAL, if approved subject to conditions:	GPA-40439
SDR-40441	Staff recommends APPROVAL, subject to conditions:	GPA-40439 SUP-40440

** CONDITIONS **

SUP-40440 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Bailbond Service use.

2. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-40441) shall be required.

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-40441 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-40439) and Special Use Permit (SUP-40440) 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, landscape plan, and building elevations, date stamped 12/20/10, except as amended by conditions herein.

4. A Waiver from Title 19.12.040(A) is hereby approved, to allow a landscape buffer width of zero feet along a portion of the west perimeter and three feet along a portion of the north perimeter where eight feet is required, and zero feet along a portion of the south perimeter where 15 feet is required.

5. An Exception from Title 19.12.040(B) is hereby approved, to allow eleven 24-inch box perimeter trees where 21 trees are required and 44 five-gallon shrubs where 84 shrubs are required.

6. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

9. A revised site plan shall be submitted to and approved by the Planning and Development Department to provide the location of the required trash enclosure within the development, prior to the time application is made for a building permit.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

11. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Remove all substandard sidewalk improvements and unused driveway cuts, if any, adjacent to this site and replace with new sidewalk meeting current City Standards concurrent with on-site development activities. The existing "pan" style driveways may remain.

15. All landscaping and private improvements, if any, installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend the General Plan designation from SC (Service Commercial) to GC (General Commercial) at 3042 and 3046 Vegas Drive. The purpose for the General Plan Amendment is to amend the land use designation to match the existing C-2 (General Commercial) Zoning District of the property. Staff recommends denial as the intensity of the proposed General Plan designation is not compatible with the existing adjacent land use designations. A Rezoning to C-1 (Limited Commercial) would be more appropriate for the area, and would be consistent with the existing General Plan designation. If this application is denied, the General Plan designation would remain SC (Service Commercial).

The applicant is requesting a companion Special Use Permit (SUP-40440) to allow a Bailbond Service use at this location. The subject property of the proposed use is located away from detention and courthouse facilities; therefore, the proposed use cannot be conducted in a manner that is harmonious and compatible with the uses on adjacent properties, and staff recommends denial. If this request is denied, the Bailbond Service use cannot be conducted on this property, nor can a business license be issued.

The applicant is requesting a companion Site Development Plan Review (SDR-40441) for the conversion of two residential properties for a proposed 2,676 square-foot Commercial Development. The associated Site Development Plan Review requires Waivers of the perimeter landscaping standards to allow a zero-foot buffer along a portion of the west perimeter and three-foot buffer along a portion of the north perimeter where eight feet is required, and zero feet along a portion of the south perimeter where 15 feet is required. Staff recommends approval of this request, as the proposed development is compatible with the development in the area, and the applicant has minimized Waivers and Exceptions by providing adequate landscape materials where possible; the reduction in planting materials is due the placement of existing structures and required parking and circulation areas. If this request is denied, the current uses will remain as residential.

ISSUES

- The SC (Service Commercial) land use designation is not consistent with the current C-2 (General Commercial) Zoning Designation of the properties. Approval of a General Plan Amendment to GC (General Commercial) will ensure consistency between the zoning district, and land use designation.
- A Bailbond Service use is permitted in the C-2 (General Commercial) Zoning District with the approval of a Special Use Permit.

- A Site Development Plan Review is required for a conversion of the properties from a Residential use to Commercial Development use.
- A Waiver is required to allow zero-foot wide perimeter landscape buffer along a portion of the west perimeter and a three-foot wide landscape buffer along a portion of the north perimeter where eight feet is required, and zero-foot wide perimeter buffer along a portion of the south perimeter where 15 feet is required.
- An Exception is required to allow eleven 24-inch box trees within the perimeter landscape buffer and to allow 44 five-gallon shrubs where 84 shrubs are required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/26/70	The Board of Zoning Adjustment approved the request for a Variance (V-0015-70) to allow the construction of a single family residence in a C-2 (General Commercial) zoned property located 127 Vegas Drive on the north side of Vegas Drive between Tonopah Highway and Ferrell Street.
06/01/88	The City Council approved the request for a Variance (V-0021-88) to allow a Carburetor Repair business, where such use is not permitted, on property located at 3046 Vegas Drive. The Board of Zoning Adjustment and staff recommended denial.
09/22/88	The Board of Zoning Adjustment approved a request for a Special Use Permit (U-0133-88) to allow a Special Care Facility for the Housing and Care of Recovering Alcoholics, on property located at 3046 Vegas Drive. Staff recommended denial.
01/25/11	The Planning Commission voted (6-0) to recommend DENIAL of companion items GPA-40439, SUP-40440 and SDR-40441 (PC Agenda Items 31-33/rg).

Most Recent Change of Ownership	
11/16/10	A deed was recorded for a change in ownership from APNs 139-20-411-006 and 007.

Related Building Permits/Business Licenses	
C.1955	The building at 3042 Vegas Drive was constructed in 1955.
04/14/70	A building permit (#52033) was issued for a Single Family Dwelling at 3046 Vegas Drive. The project was completed on 06/11/70.
08/10/76	A building permit (#4081) was issued for a Carport at 3046 Vegas Drive. No final inspection has been completed.

Pre-Application Meeting	
12/02/10	A pre-application meeting was held with the applicant where the submittal requirements for a General Plan Amendment, Special Use Permit and Development Plan Review were discussed. Topics included: • A waiver is required for the perimeter landscape buffer. The existing buildings are within the required building setbacks. • An exception is required for the number of shrubs and trees within the landscape buffer.

Neighborhood Meeting	
01/03/11	A neighborhood meeting was held at 3706 Vegas Drive, Las Vegas, NV 89108 at 6:30 p.m. There were three members of the public, two representatives for the applicant and a member of the Planning and Development staff present. • The applicant briefly described the development plan for the properties and the improvements that would be made to the existing buildings and the site. • Members of the public had questions about the hours of operation of the proposed bailbond business, the applicant's experience in the bailbond industry, the lighting and signage proposed for the site, and safety. The applicant responded that the office hours would not extend past 7pm, that lighting and signage would be minimal, and that their clientele were generally not violent or dangerous offenders. • The general consensus was that the proposed development would improve the appearance of the property; the applicant was encouraged to meet with the owners of the residential properties on the south side of Vegas Drive to verify that operation of the business would not impact the residential property owners.

Field Check	
12/14/10	A site visit by staff noted that the subject property is clean and well maintained. It has an existing chain link fence along the portion of the south property line, along the east property line, the rear property line and a portion of the west property line. The fence has barbed and razor wire on top.

Details of Application Request	
Site Area	
Net Acres	0.33

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Residence	SC (Service Commercial)	C-2 (General Commercial)
North	Undeveloped	SC (Service Commercial)	C-2 (General Commercial)
South	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Multi-Family Residential	M (Medium Density Residential)	C-2 (General Commercial)
West	Convenience Store	SC (Service Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	150 Feet	Y
Min. Setbacks			
• Front	20 Feet	31 Feet	Y
• Side (West)	10 Feet	7.5 Feet	N*
• Side (East)	10 Feet	8.1 Feet	N*
• Rear	20 Feet	3 Feet	N*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	None	N
Mech. Equipment	Screened	None	N*

*Pursuant to 19.16.030(B) the existing structures are nonconforming for building setbacks and screening.

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	5 Trees	2 Trees	N
• South	1 Tree / 20 Linear Feet	8 Trees	4 Trees	N
• East	1 Tree / 30 Linear Feet	4 Trees	3 Trees	N
• West	1 Tree / 30 Linear Feet	4 Trees	2 Trees	N
TOTAL PERIMETER TREES		**21 Trees**	**11 Trees**	**N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		3 Feet	N
• South	15 Feet		0 Feet	N
• East	8 Feet		8 Feet	Y
• West	8 Feet		0 Feet	N

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Vegas Drive	Primary Arterial	Master Plan of Streets and Highways	90	N*

*Vegas Drive is a 100-foot Primary Arterial, per the Master Plan of Streets and Highways.

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Bailbond Service	2,676 SF	1/300 SF	9				
TOTAL SPACES REQUIRED			9		10		Y
Regular and Handicap Spaces Required			8	1	9	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Eight-foot landscape buffer along the west perimeter.	Zero feet	Approval
Eight-foot landscape buffer along the north perimeter.	Three feet	Approval
Fifteen-foot landscape buffer along the south perimeter.	Zero feet	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Twenty One 24-inch box trees within the perimeter landscape buffer.	11 trees	Approval
Eighty Four five-gallon shrubs are required per every tree required.	44 shrubs	Approval

ANALYSIS

The request is for a General Plan Amendment of two properties that are located along the north side of Vegas Drive and east of Rancho Drive. The request is to amend the current land use designation of SC (Service Commercial) to GC (General Commercial), in order to be consistent with the current C-2 (General Commercial) Zoning District. The SC (Service Commercial) category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons and that do not include more intense general commercial characteristics. However, the GC (General Commercial) category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting

or other characteristics not generally considered compatible with adjoining residential areas without significant transition. The proposed amendment is not compatible with the surrounding uses, due to a lack of significant transition between subject property and the surrounding residential areas; therefore, staff recommends denial of this request.

The applicant is requesting approval of a Special Use Permit to allow a Bailbond Service use. A Bailbond Service is defined by Title 19.20.020 as "an establishment that makes available to the public undertakings of bail in connection with judicial proceedings." Due to its location away from detention and courthouse facilities; the proposed Bailbond Service use cannot be conducted in a manner that is harmonious and compatible with the surrounding adjacent uses; therefore, staff recommends denial of this request.

The subject site is comprised of two properties containing single family residences. A Site Development Plan Review is required for the conversion to an office use. The submitted site plan depicts three existing buildings with a total area of 2,676 square feet. These buildings do not meet the setback requirements; therefore, these buildings are considered nonconforming pursuant to Title 19.16.030(B) and a Variance for setbacks is not necessary. The parking requirement for a Bailbond Service is one space for each 300 square feet of the gross floor area. The site plan contains nine parking spaces and a handicapped parking space that is van accessible; a total of 10 parking spaces are distributed between the two properties. In order to meet the requirement for number of parking spaces within the development, a mapping action is required to combine the two lots into a single commercial development. Site circulation within the property is adequate for the proposed conversion, as two vehicles can enter or leave the site at any one time, and there is a way for a vehicle to turn around on the site if there are no open parking spaces. A five-foot high wrought iron fence is proposed along the property lines within the front setback area, with an eight-foot high masonry block wall around the remainder of the site. The proposed site plan did not indicate the location of the trash enclosure. The suggested location of the trash enclosure was discussed with the applicant and will be along the east side of the property, north of the parking stalls. A condition of approval has been added to revise the site plan indicating the location of the trash enclosure, prior to the time application is made for a building permit.

The submitted site plan also included the landscaping plan, where the perimeter landscape buffer does not meet the minimum standards of Title 19.12.040. Therefore, a Waiver has been requested to allow zero feet along a portion of the west perimeter buffer and three feet along a portion of the north perimeter buffer where eight feet is required and zero feet along a portion of the south perimeter buffer where 15 feet is required. The stated request are due to the existing condition of the property, and is necessary to provide a one-way 12-foot drive aisle for the purpose of vehicle exiting along the south side of the property. Also, the existing building placement could not accommodate the width of required landscape buffers. The total number of plants required around the perimeter landscape buffer is 21 trees and 84 five-gallon shrubs. The proposed landscaping is not sufficient, and will require approval of an Exception to allow eleven 24-inch box trees and 44 five-gallon shrubs within the landscape buffers.

Staff can support the requested Waivers and Exceptions as the applicant has provided adequate landscape materials where possible; the reduction in planting materials is due the placement of existing structures and required parking and circulation areas.

The subject properties are located within the West Las Vegas Plan and the North Las Vegas Airport Overlay with 75-foot height restrictions. The proposed development would not have a negative impact relating to the above mentioned Special Plan Areas. The building materials are appropriate for the area and for the city, and will retain the residential character of the site as an office building. Landscape materials, as conditioned, are appropriate for the area and the city. The proposed development is compatible with the development in the area; therefore, staff is recommending approval of the Site Development Plan Review with conditions.

FINDINGS (GPA-40439)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed GC (General Commercial) category generally allows retail, service, wholesale, office and other general business uses of a more intense commercial character. These uses may include outdoor storage or display of products or parts, noise, lighting or other characteristics not generally considered compatible with adjoining residential areas without significant transition. The proposed amendment is not compatible with the surrounding uses, due to a lack of significant transition between the subject property and the surrounding residential areas

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The zoning designations allowed by the proposed amendment to GC (General Commercial) are compatible with the existing adjacent C-2 (General Commercial) zoning districts, but is too intense for the surrounding adjacent land uses, including residential to the east.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The facilities currently in place are adequate to serve potential uses within the proposed GC (General Commercial) land use designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The subject properties are located within the West Las Vegas Plan and the North Las Vegas Airport Overlay with 75-foot height restrictions. The proposed amendment conforms to adopted plans and policies.

FINDINGS (SUP-40440)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Bailbond Service use cannot be conducted in a manner that is harmonious and compatible with the use in the existing site and with the uses on adjacent properties. This use is more appropriately located in close proximity to detention and courthouse facilities.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. The proposed Bailbond Service use meets the parking requirement set forth by Title 19.04.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The access to the site is provided from Vegas Drive and has sufficient capacity to accommodate the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the Special Use Permit is consistent with the General Plan, and will not compromise the public health, safety, or welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Bailbond Service use meets all applicable requirements as set forth pursuant to Title 19.04 requirements.

FINDINGS (SDR-40441)

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 property is located in a C-2 (General Commercial) Zoning District. While there are residential properties to the east and south, adequate separation and buffers will be in place to minimize any conflicts.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the General Plan and Title 19, with the exception of requested Waivers and Exceptions, which staff can support.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed by existing driveways to Vegas Drive, designated as a Primary Arterial by the Master Plan of Streets and Highways, and will have no impact on adjacent neighborhood traffic as there is no direct access from the site into the adjacent residential neighborhood.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials are appropriate for the area and for the city, and will retain the residential character of the site. Landscape materials, as conditioned, 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 existing single-story residential structures will be retained, and converted for use as an office building. The structure is compatible with the development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 298 (By City Clerk)

APPROVALS 2

PROTESTS 2

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-40439** APN: 139 20411 006 / 139 20411 007

Name of Property Owner: Victor H. Valenzuela.

Name of Applicant: Victor H. Valenzuela. (same)

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Victor H. Valenzuela.

Subscribed and sworn before me

This 08 day of December, 2010

Sandra Montes

Notary Public in and for said County and State

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DEC 09 2010

SANDRA MONTES
Notary Public, State of Nevada
Appointment No. 07-5101-1
My Appt. Expires Oct. 2, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment - (GPA)

Project Address (Location) 3046 / 3042 Vegas Dr. Las Vegas 89106

Project Name _____ **Proposed Use** Bail Bonds Agency Gen. Commercial

Assessor's Parcel #(s) 139204110006 / 139204110007 **Ward #** 5

General Plan: existing SC proposed GG **Zoning:** existing C2 proposed C2

Commercial Square Footage 2841 Total 2638 OFFICE **Floor Area Ratio** 5.21 (14810 ÷ 2841)

Gross Acres .34 (14810 sq ft) **Lots/Units** 3 **Density** N/A

Additional Information _____

PROPERTY OWNER Victor H. Valenzuela **Contact** Same

Address 6717 Cypress Farm Ct. **Phone:** 702-374-1245 **Fax:** 702-362-2471

City Las Vegas, NV **State** NV **Zip** 89131

E-mail Address victor@aireaehae.com

APPLICANT _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Victor H. Valenzuela

Subscribed and sworn before me

This 08 day of December, 2010.

Sandra Montes

Notary Public in and for said County and State

SANDRA MONTES
Notary Public, State of Nevada
Appointment No. 07-5101-1
My Appt. Expires Oct. 2, 2011

FOR DEPARTMENT USE ONLY

Case #	GPA-40439
Meeting Date:	1-25-11
Total Fee:	$2000.00
Date Received:*	12-9-10
Received By:	

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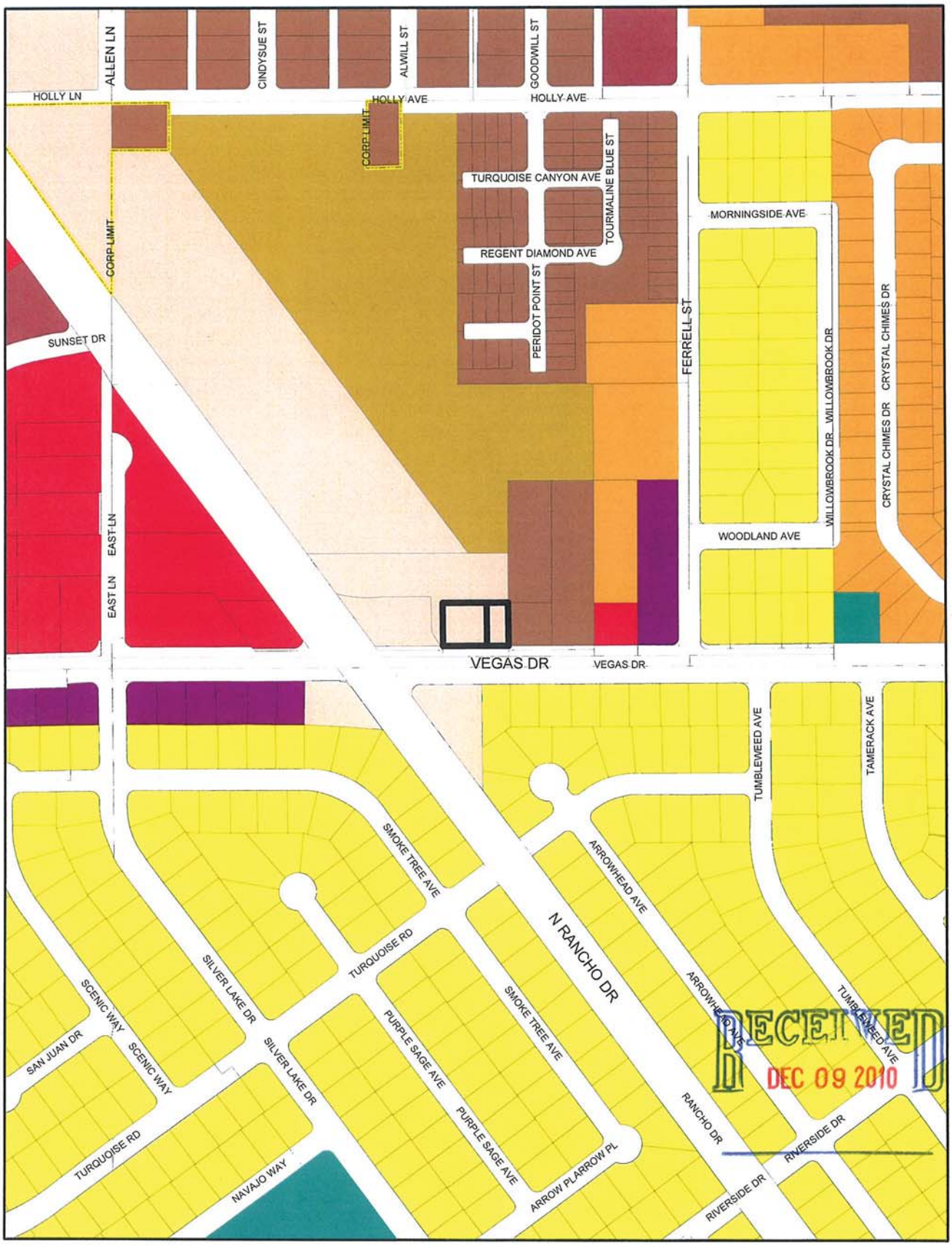
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

GENERAL PLAN AMENDMENT Parcel: 139-20-411-006 and 007



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GENERAL PLAN AMENDMENT

FROM SC TO GC

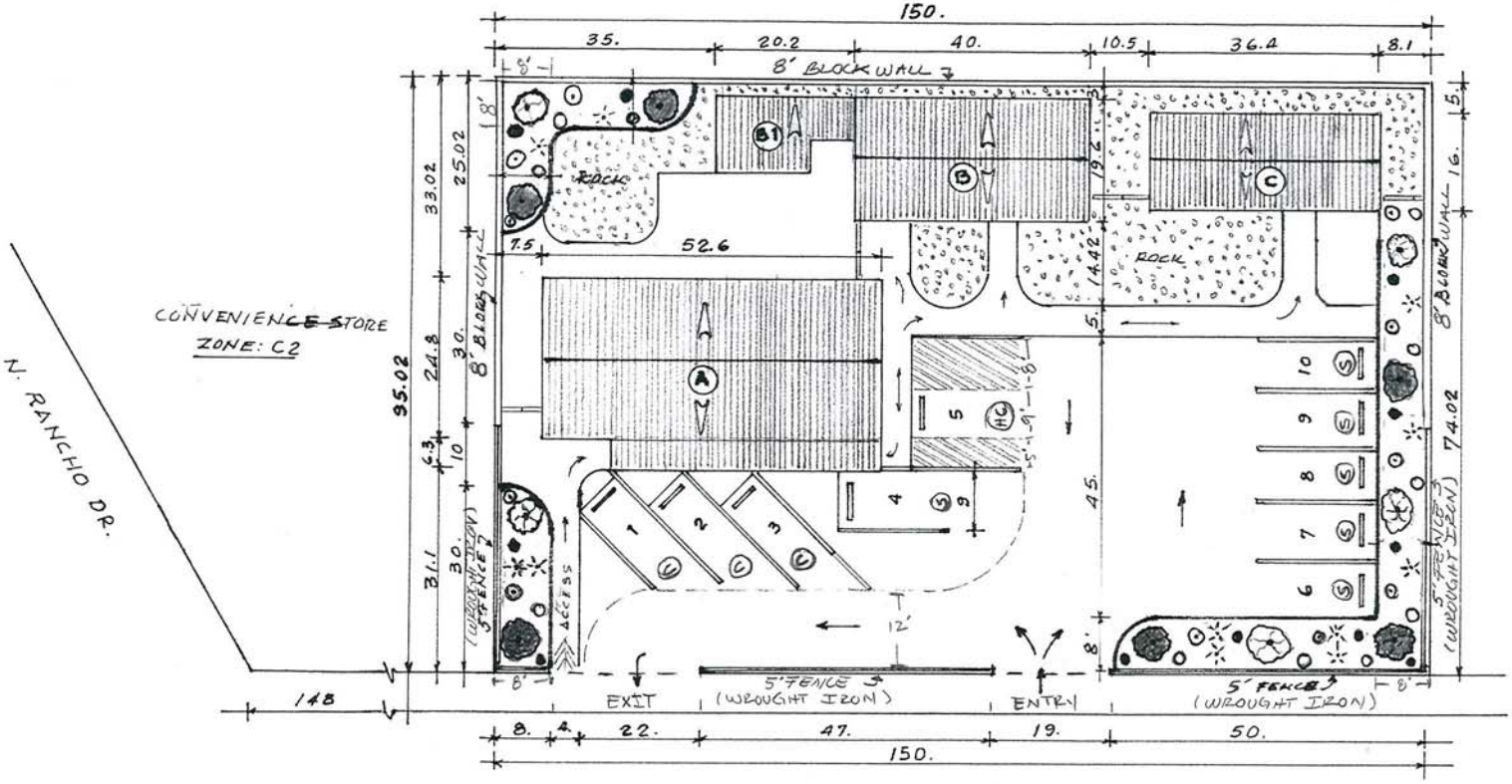
GPA-40439

Rural Neighborhood Preservation	Medium	Light Industrial / Research	Town Center
Rural Estates	High	Planned Community Development	Resource Conservation
Desert Rural	Office	Downtown Redevelopment Area	Downtown - Commercial
Rural	Service Commercial	Park / Recreation / Open Space	Downtown - Mixed Use
Low	General Commercial	Public Facility	Not in City
Medium - Low	Tourist Commercial	Public Facility - School	Subject Parcel
Medium - Low Attached	Las Vegas Medical District	Public Facility - Clark County	City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Printed: December 02, 2010

VACCANT LOT
ZONE C2



APARTAMENT
COMPLEX - ZONE C2

N

PROPERTY INFORMATION:

APN : 139-20-411-006
APN : 139-20-411-007
ZONING: C2 (General Commercial)
GENERAL PLAN:
EXISTING: SC (Service Commercial)
PROPOSED: GC (General Commercial)
LOT AREA : 0.33 acres
or 13714 s.f.
LOT COVERAGE: 19%

SQUARE FOOTAGE			MAXIMUN OCCUPANCY
	OFICES	STORGE/UT.	
A	1.312		13 PEOPLE
B	780		7 PEOPLE
C	584		5 PEOPLE
B1		218	
T.	2676	218	25 PEOPLE

PARKING				
Nos	VIDTH	LENGTH	TYPE/SPACE	
1-2-3	8.	18.	COMPACT CAR	(C)
4	9.	18.	STANDARD CAR	(S)
5	22.	18	HANDICAPPD	(HC)
6-7-8 9 10	9.	18	STANDARD CAR	(S)

LANDSCAPE LEGEND:			
Symbol	NAME	SIZE	Qty.
	Shoestring Acacia	24"	6
	Willow Acacia	24"	5
	Green cloud Sage	5gal	11
	Silver cloud Sage	5gal	11
	Purple fountain Grass	5gal	11
	Red Yucca	5gal	11

SITE PLAN
3046-3042 VEGAS DR LAS VEGAS 89106
OWNER: VICTOR H. VALENZUELA
SCALE: 1:20 | 11-2010 | 1/4

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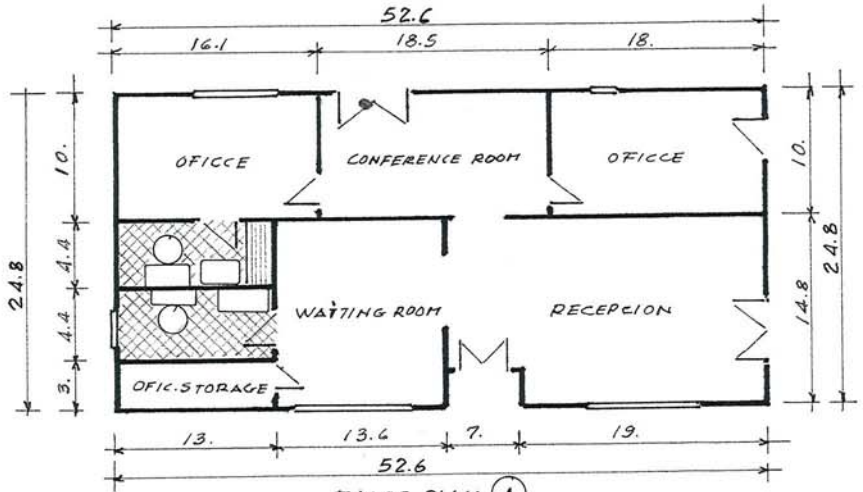
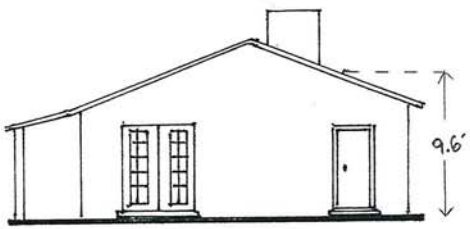
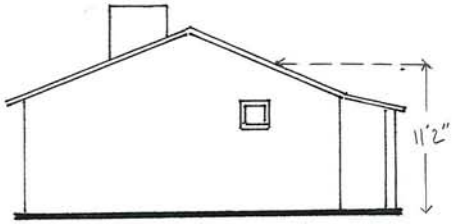
GPA-40439 SUP-40440
SDR-40441 REVISED



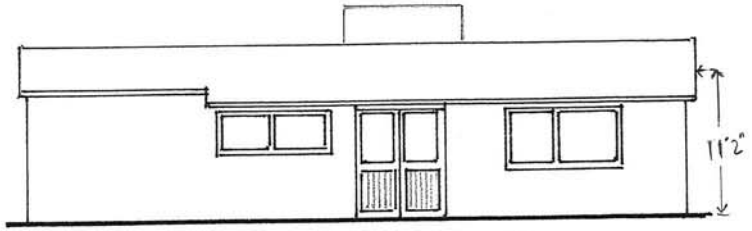
FLOOR PLAN (A)



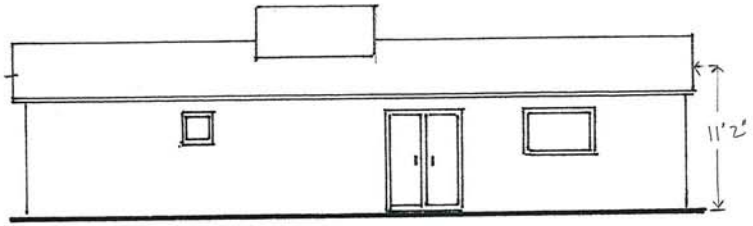
EAST ELEVATION (A)



WEST ELEVATION (A)



SOUTH ELEVATION (A)



NORTH ELEVATION (A)

NOTES:
- Exterior Colors to be Brown w/cream Accents. With the exeption of Existing Roofs (Gray Shingles)
- All Existing Buildings are stucco & Block

FLOOR PLAN - ELEVATIONS		
3046 VEGAS DR - LAS VEGAS 89106		
OWNER: VICTOR H. VALENZUELA		
SCALE: 1:10	11-2010	2/4

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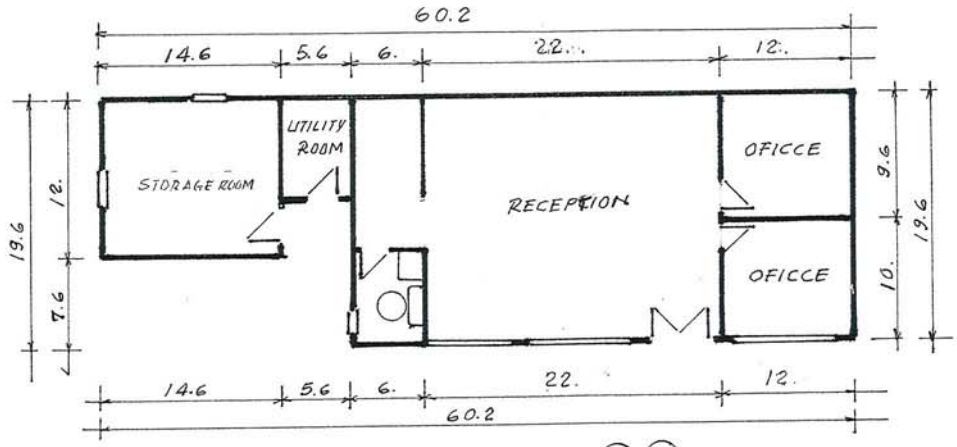
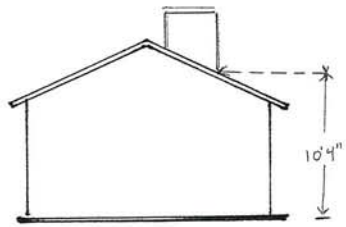
GPA-40439 SUP-40440
SDR-40441 REVISED



FLOOR PLAN (B1) (B)



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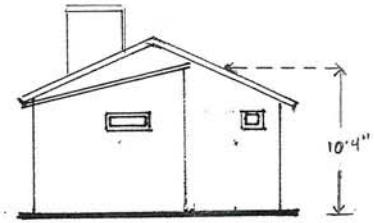
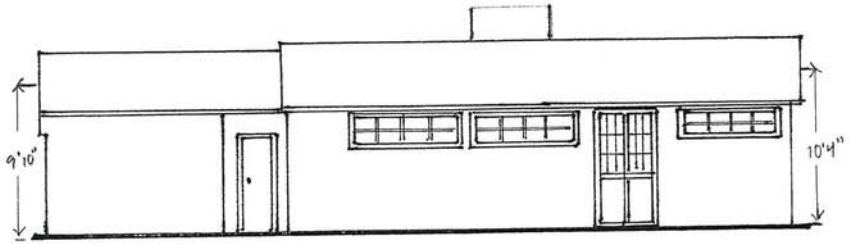
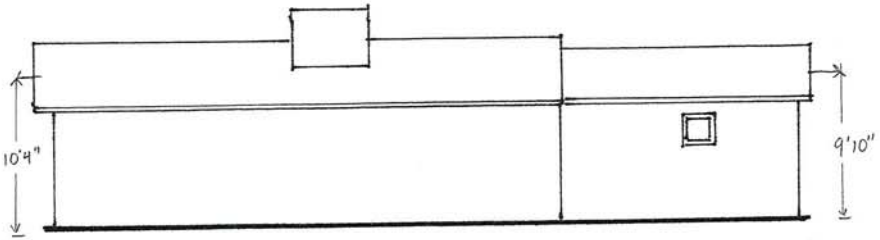


WEST ELEVATION (B1)



SOUTH ELEVATION (B1) (B)



NORTH ELEVATION (B) (B1)

NOTES:
- Exterior Colors to be Brown w/ Cream accents with the exeption of Existing Roofs (Gray shingles)
- All existing Buildings are stucco & Block

FLOOR PLANT - ELEVATIONS		
3046 VEGAS DR LAS VEGAS 89106		
OWNER: VICTOR H. YALENZUELA		
SCALE: 1:10	11-2.010	3/4

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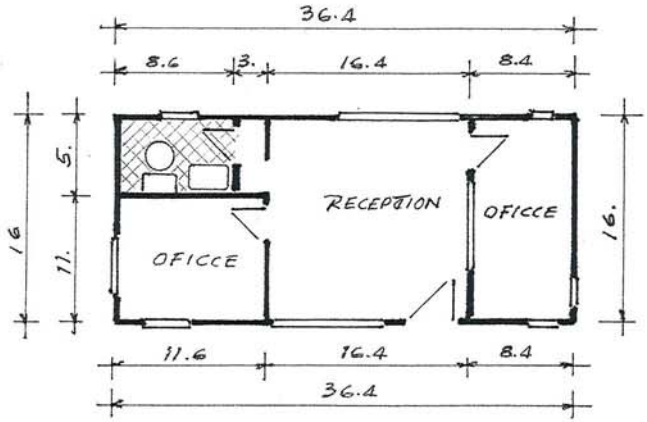
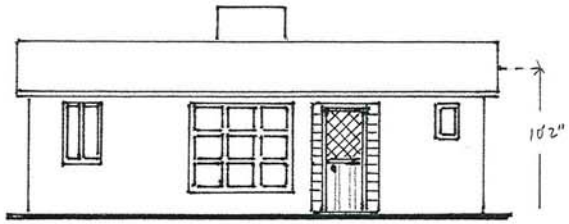
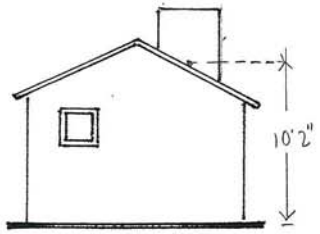
GPA-40439 SUP-40440
SDR-40441 REVISED



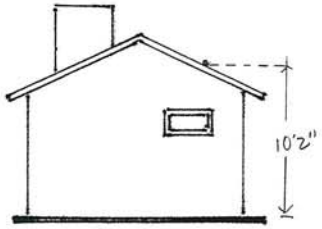
FLOOR PLAN (C)



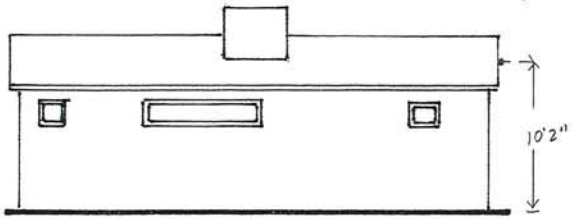
SOUTH ELEVATION (C)



EAST ELEVATION (C)



WEST ELEVATION (C)



NORTH ELEVATION (C)

NOTES:
- Exterior Colors to be Brown w/ Cream Accents. with the exeption of existing Roofs (Gray shingles)
- All existing Buildings are stucco Block.

FLOOR PLANT - ELEVATIONS		
3042 VEGAS DR-LAS VEGAS 89106		
OWNER: VICTOR H. VALENZUELA		
SCALE: 1:10	11-2010	4/4

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GPA-40439 SUP-40440
SDR-40441 REVISED



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10



GPA-40439, SUP-40440 & SDR-40441 - APPLICANT/OWNER: VICTOR H. VALENZUELA
3042 & 3046 VEGAS DRIVE

12/14/10

December 8th, 2010

RE: Justification Letter
Victor H. Valenzuela
APN: 139-20-411-006
139-20-411-007

City of Las Vegas Planning and Development Department:

I will like to respectfully request the granting of our request for a General Plan Amendment, Site development Plan Review and Special Use Permit for the properties located at 3046/3042 Vegas Drive, Las Vegas, NV, 89106. We would like to operate a Bail Bonds Agency from such.

The property is currently Zoned as a C2 property with an SC (Service Commercial) General Plan designation. We are requesting to have the property changed to a GC (General Commercial) designation.

The property is located in a mixed use area, and is immediately surrounded by the following zones; C2,vacant land to the North, C2 to the West with an operating 7-11 store, a C2 apartment complex to East; and a C1 tire shop to the South; across the street from Vegas Dr.

Let me take a minute of your time to explain how I came across owning this properties. The properties went up for auction this past October, before bidding I contacted the Las Vegas planning and development department and was told that the properties were indeed commercial and that I would only need to apply for a special use permit for the proposed Bail Bonds agency. I was the winning bidder and purchased the properties. I scheduled a pre-application conference for the special use permit and it was during this conference I was informed that not only the general plan designation was not GC but also that the buildings were not permitted for commercial use (even though the buildings have already been converted since they are already set up for offices, there is even a front parking lot that currently accommodates aprox. 6 vehicles) The property has been used for commercial purposes for the last 20 years or more, even though there is no official records of such, we have proof; phone book advertising, pictures etc… furthermore I was a customer of the last building that operated from there. There has been a real estate office, a outdoor lamppost/pottery store

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DEC 20 2010

GPA-40439 SUP-40440
SDR-40441 REVISED

and at least since 2003 a company by the name of King of Swamp Coolers, of which I was a customer. I know that this is now probably of little importance, never the less I wanted to present you with my predicament.

Property was abandoned for about nine moths and severely vandalized, we are currently in the process of repairing the property to its original state, buildings will remain as originally designed. We have provided you with detailed plan of our proposed redesign of the grounds to be able to accommodate the business we are proposing.

All structures are not conforming, therefore we would like to request a waiver on landscape buffer requirements around the perimeter for maintenance and emergency access purposes, we have accommodated as much landscaping as possible.

We plan to employ 10 full time employees within the first year of operations, we will operate during regular business; the seven eleven next door is open 24 hrs so is the tire shop across the way, we will maintain all city, county state and federal licenses and permits required to operate such business. We strongly consider that the renovation of this property as well as the addition of our business will be a benefit to the neighboring community in many obvious ways, possibly most importantly adding stability and employment to a mostly vacant sector of the rancho commercial corridor. This is a well designed intersection and we believe that our business will not be an added nuisance to the community.

Thank You!
Please feel free to contact me with any questions,

Victor H. Valenzuela
6717 Cypress Park Ct.
Las Vegas, NV 89131
702-374-1245

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DEC 20 2010

GPA-40439 SUP-40440
SDR-40441 REVISED

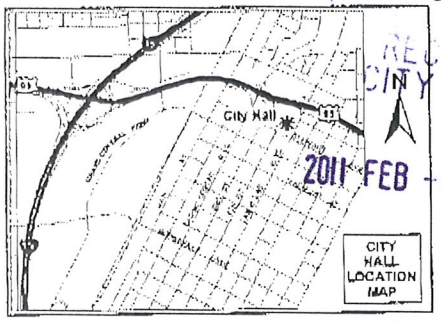
02/08/2011 TUE 08:33 [TX/RX NO 8894] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279216 FEB 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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CITY CLERK
2011 FEB -8 A 10:37

24 hrs businesses create loitering issues not appropriate for single family neiborhoods.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40439, SUP-40440 & SDR-40441
City Council Meeting of 2/16/2011

KULAS CRAIG J
1739 FERRELL ST
LAS VEGAS NV 89106-1375

APN#13920420040

28 KRON11 89108

02/08/2011 08:30 7024717498 CCSS ACCOUNTING PAGE 01/01

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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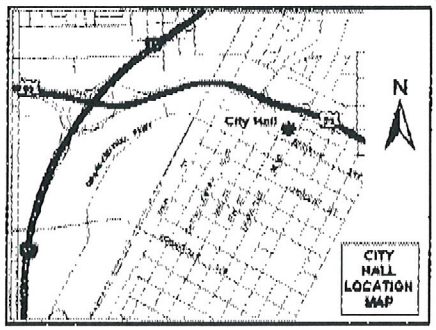
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40439 & SUP-40440
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: GPA-40439

13920411012
HOLLINGSWORTH JAMES & ELIZABETH
3715 RIANO CIR
LAS VEGAS NV 89103-2032

31-32 P

7 KRDFNP1 89103

JAN-16-2011 05:01 AM KEUIN-LISA 7023674247 P.01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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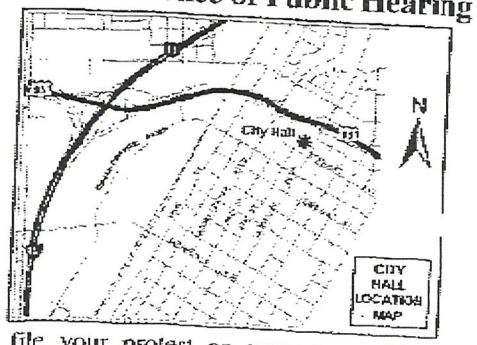

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☐ I SUPPORT this Request

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GPA-40439 & SUP-40440

Planning Commission Meeting of 1/25/2011

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CITY OF
PLANNING

13929112126 Case: GPA-40439
FULLERS FAMILY TRUST
1331 VIRGINIA CITY AVE
LAS VEGAS NV 89106-2051

26 KRDFNP1 89106

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Las Vegas, NV
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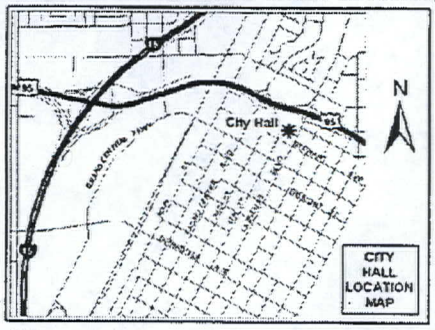

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JAN 18 2011

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40439 & SUP-40440
Planning Commission Meeting of 1/25/2011

Case: GPA-40439
13920402002
LAS VEGAS VALLEY WATER DISTRICT
%LAND ACQUISITION & MGMT
1001 S VALLEY VIEW BLVD #MS 95
LAS VEGAS NV 89107-4447

31-32
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25 KRDFNP1 89107

01-18-11:11:38AM:

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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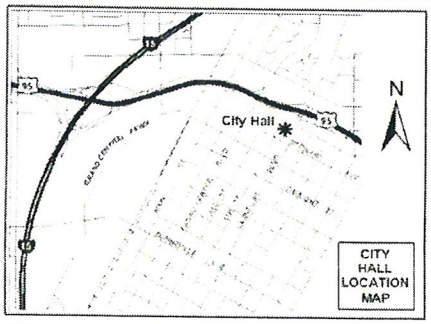

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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Case: GPA-40439

13929111047
JEFFERSON T P FAMILY TRUST
P O BOX 570723
LAS VEGAS NV 89157-0723

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-40439 & SUP-40440

Planning Commission Meeting of 1/25/2011

31-32
A

80 KRDFNP1 89157

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

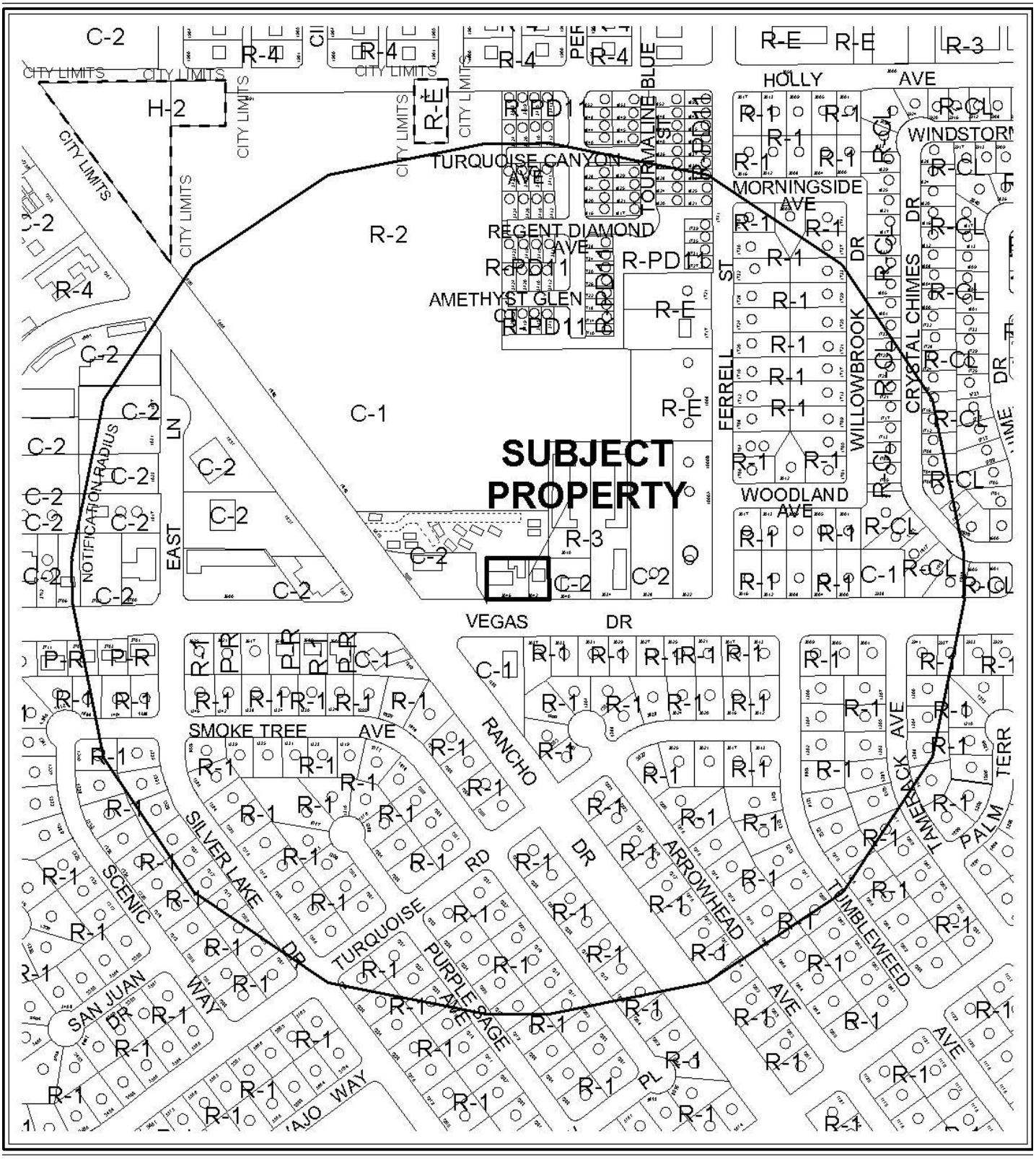
SUBJECT:
SUP-40440 - SPECIAL USE PERMIT RELATED TO GPA-40439 - PUBLIC HEARING - APPLICANT/OWNER: VICTOR H. VALENZUELA - Request for a Special Use Permit FOR A BAILBOND SERVICE USE at 3042 and 3046 Vegas Drive (APNs 139-20-411-006 and 007), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - SUP-40440 and SDR-40441
3. Supporting Documentation
4. Request for Withdrawal with Prejudice from Victor Valenzuela
5. Protest Postcard

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.



0 300 600 Feet

CASE: **SUP-40440 AND SDR-40441**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



CASE: **SUP-40440 AND SDR-40441**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40440** APN: 13920411006 | 13920411007

Name of Property Owner: Victor H. Valenzuela.

Name of Applicant: Victor H. Valenzuela (same).

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Victor H. Valenzuela.

Subscribed and sworn before me

This 08 day of December, 2010

Sandra Montes

Notary Public in and for said County and State

RECEIVED
DEC 09 2010

SANDRA MONTES
Notary Public, State of Nevada
Appointment No. 07-5101-1
My Appt. Expires Oct. 2, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit. (SUP)

Project Address (Location) 3046/3042 Vegas Dr. Las Vegas, NV. 89106.

Project Name _____ **Proposed Use** Bail Bonds Agency / General commercial

Assessor's Parcel #(s) 139-20-411-006 / 139-20-411-007 **Ward #** 5

General Plan: existing SC proposed GC **Zoning:** existing C2 proposed C2

Commercial Square Footage 2841 sf. total / 2638 sf. office. **Floor Area Ratio** 5.21 (14810 sf ÷ 2841 sf)

Gross Acres .34 (14810 sf). **Lots/Units** ~~2~~ 3 **Density** N/A.

Additional Information _____

PROPERTY OWNER Victor H. Valenzuela. **Contact** Same.

Address 6717 Cypress Pare ct. **Phone:** 702 374-1245 **Fax:** 702 362-2471

City Las Vegas **State** NV. **Zip** 89131

E-mail Address victor@aironehac.com.

APPLICANT _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Same.

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Same.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Victor H. Valenzuela.

Subscribed and sworn before me

This 08 day of December, 2010.

Sandra Montes

Notary Public in and for said County and State

SANDRA MONTES
Notary Public, State of Nevada
Appointment No. 07-5101-1
My Appt. Expires Oct. 2, 2011

FOR DEPARTMENT USE ONLY

Case #	SUP-40440
Meeting Date:	1-25-10
Total Fee:	$1,030.00
Date Received:*	12-9-10
Received By:	JFMeed

*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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DEC 09 2010

Revised 10/27/08

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CITY CLERK
2011 FEB -7 P 2:55

February 7th, 2011

RE: Withdrawal of SUP-40440

City of Las Vegas
Office of the City Clerk

I respectfully request the withdrawal of application SUP-40440 Special Use Permit for a new Bail Bonds Agency for the properties located at 3046/3042 Vegas Dr., Las Vegas, NV. 89106. This item is scheduled for the City Council meeting of February 16th, 2011.

The other two applications; GPA-40439 & SDR-40441 will be amended by planning & development to propose the relocation of an existing Air Conditioning Service business. These applications are being presented; as currently scheduled, to the City Council meeting of February 16th, 2011.

Feel free to contact me with any questions!
Sincerely,

Victor H. Valenzuela
6717 Cypress Park Ct.
Las Vegas, NV. 89131
702-374-1245

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.

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40441 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-40439 AND SUP-40440 - PUBLIC HEARING - APPLICANT/OWNER: VICTOR H. VALENZUELA - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO RESIDENTIAL PROPERTIES TO A PROPOSED 2,676 SQUARE-FOOT COMMERCIAL DEVELOPMENT, WITH WAIVERS OF THE PERIMETER LANDSCAPE BUFFER WIDTH REQUIREMENTS TO ALLOW ZERO FEET ALONG A PORTION OF THE WEST PERIMETER AND THREE FEET ALONG A PORTION OF THE NORTH PERIMETER WHERE EIGHT FEET IS REQUIRED AND ZERO FEET ALONG A PORTION OF THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED on 0.34 acres at 3042 and 3046 Vegas Drive (APNs 139-20-411-006 and 007), C-2 (General Commercial) Zone, Ward 5 (Barlow). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcard
4. Backup referenced from the January 25, 2011 Planning Commission Meeting Items GPA-40439, SUP-40440 and SDR-40441

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-40441** APN: 139-20-411-006 / 139-20-411-007.

Name of Property Owner: Victor H. Valenzuela.

Name of Applicant: Victor H. Valenzuela.

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Victor H. Valenzuela.

Subscribed and sworn before me

This 08 day of December, 2010

Sandra Montes

Notary Public in and for said County and State

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DEC 09 2010

SANDRA MONTES
Notary Public, State of Nevada
Appointment No. 07-5101-1
My Appt. Expires Oct. 2, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review. (SDR).

Project Address (Location) 3046/3042 Vegas Dr. Las Vegas, NV. 89106.

Project Name _____ **Proposed Use** Bail Bonds Agency / Gen. Commercial

Assessor's Parcel #(s) 139 20 411 006 / 139 20 411 007. **Ward #** 5

General Plan: existing SC proposed GC **Zoning:** existing CZ proposed CZ

Commercial Square Footage 2841sf Total / 2638sf office **Floor Area Ratio** 5.21 (14810sf ÷ 2841sf).

Gross Acres .34 (14810sf) **Lots/Units** 3 **Density** N/A.

Additional Information _____

PROPERTY OWNER Victor H. Valenzuela. **Contact** Same

Address 6717 Cypress Park Ct. **Phone:** 702 374 1245 **Fax:** 702 362-2471

City Las Vegas **State** NV **Zip** 89131

E-mail Address victor@aircrewhr.com.

APPLICANT _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Victor. H. Valenzuela.

Subscribed and sworn before me

This 08 day of December, 2010.

Sandra Montes

Notary Public in and for said County and State

SANDRA MONTES
Notary Public, State of Nevada
Appointment No. 07-5101-1
My Appt. Expires Oct. 2, 2011

FOR DEPARTMENT USE ONLY

Case #	SDR-40441
Meeting Date:	1-25-11
Total Fee:	1030.00
Date Received:*	12-9-10
Received By:	JFM

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
DEC 09 2010

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

SDR 40441
Victor H. Valenzuela

3042 & 3046 Vegas Dr.

Proposed 2.841 square foot conversion of an existing house to a bail bond service.

Traffic produced by proposed development:

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1	9.57	10
AM Peak Hour			0.75	1
PM Peak Hour			1.01	1

Proposed Addition	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	2.841	11.01	31
AM Peak Hour			1.55	4
PM Peak Hour			1.49	4

Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	2.841	11.01	21
AM Peak Hour			1.55	3
PM Peak Hour			1.49	3

Existing traffic on all nearby streets:

Vegas Dr.	
Average Daily Traffic (ADT)	13,000
PM Peak Hour (heaviest 60 minutes)	1,040

Rancho Dr.	
Average Daily Traffic (ADT)	46,700
PM Peak Hour (heaviest 60 minutes)	3,736

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Vegas Dr.	34,500
Rancho Dr.	51,800

This conversion is expected to add 21 additional trips per day on Vegas Dr. and Rancho Dr. This will increase expected volumes on Vegas and Rancho by less than one percent. Currently, Vegas is at about 38 percent of capacity and Rancho is at about 90 percent of capacity.

Based on Peak Hour use, this conversion will add 3 additonal cars into the area in the peak hour, or about one every twenty minutes.

Note that this report assumes all traffic from this development uses all named streets.

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Permit No. 1630

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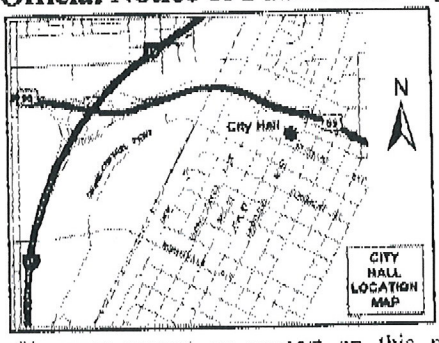
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40441

Planning Commission Meeting of 1/25/2011

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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-40441
13920411012
HOLLINGSWORTH JAMES & ELIZABETH
3715 RIANO CIR
LAS VEGAS NV 89103-2032

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JAN-16-2011 05:01 AM KEUIN-LISA 7023674247 P.02

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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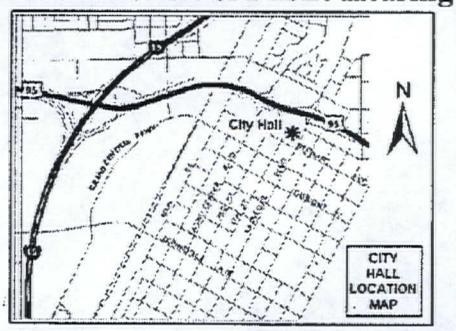

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40441
Planning Commission Meeting of 1/25/2011

Case: SDR-40441
13920402002
LAS VEGAS VALLEY WATER DISTRICT
%LAND ACQUISITION & MGMT
1001 S VALLEY VIEW BLVD #MS 95
LAS VEGAS NV 89107-4447

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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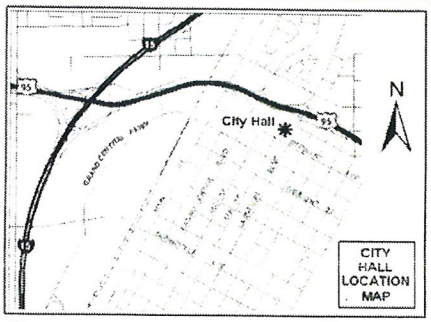

RECEIVED
JAN 20 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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Case: SDR-40441

13929111047
JEFFERSON T P FAMILY TRUST
P O BOX 570723
LAS VEGAS NV 89157-0723

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40441
Planning Commission Meeting of 1/25/2011

33
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80 KRDFNP1 89157

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

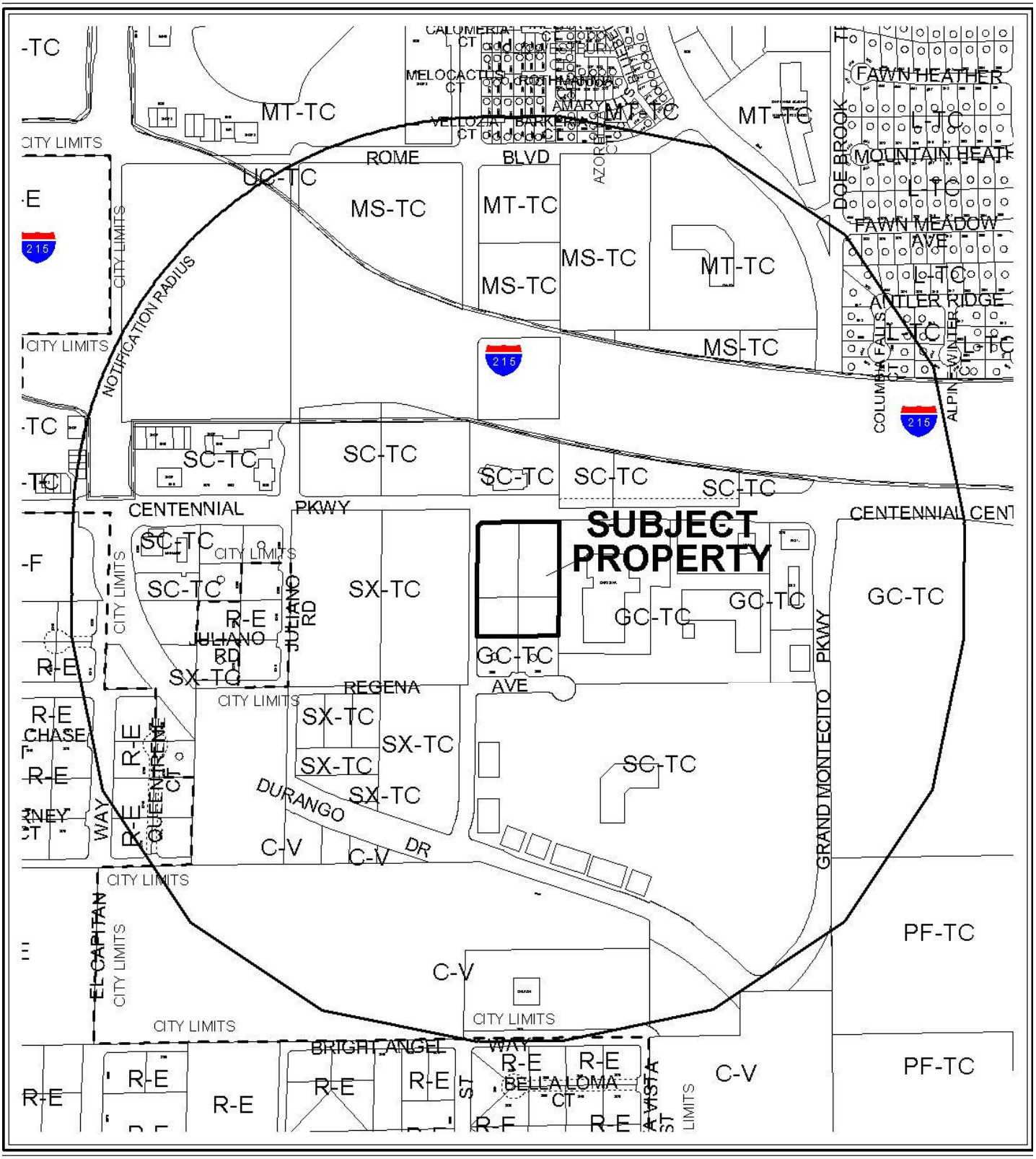
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40379 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION - Request for a Variance TO ALLOW A PROPOSED 80-FOOT TALL FLAGPOLE WHERE 40 FEET IS ALLOWED on 2.97 acres adjacent to the southeast corner of Centennial Parkway and Riley Street (APNs 125-29-502-012, 015, 028, and 029), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-40379, VAR-40380, WVR-40381 and SDR-40077
2. Conditions and Staff Report - VAR-40379, VAR-40380, WVR-40381 and SDR-40077
3. Supporting Documentation
4. Photos - VAR-40379, VAR-40380, WVR-40381 and SDR-40077
5. Justification Letter - VAR-40379, VAR-40380, WVR-40381 and SDR-40077
6. Support Postcard
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Items VAR-40379 and VAR-40380



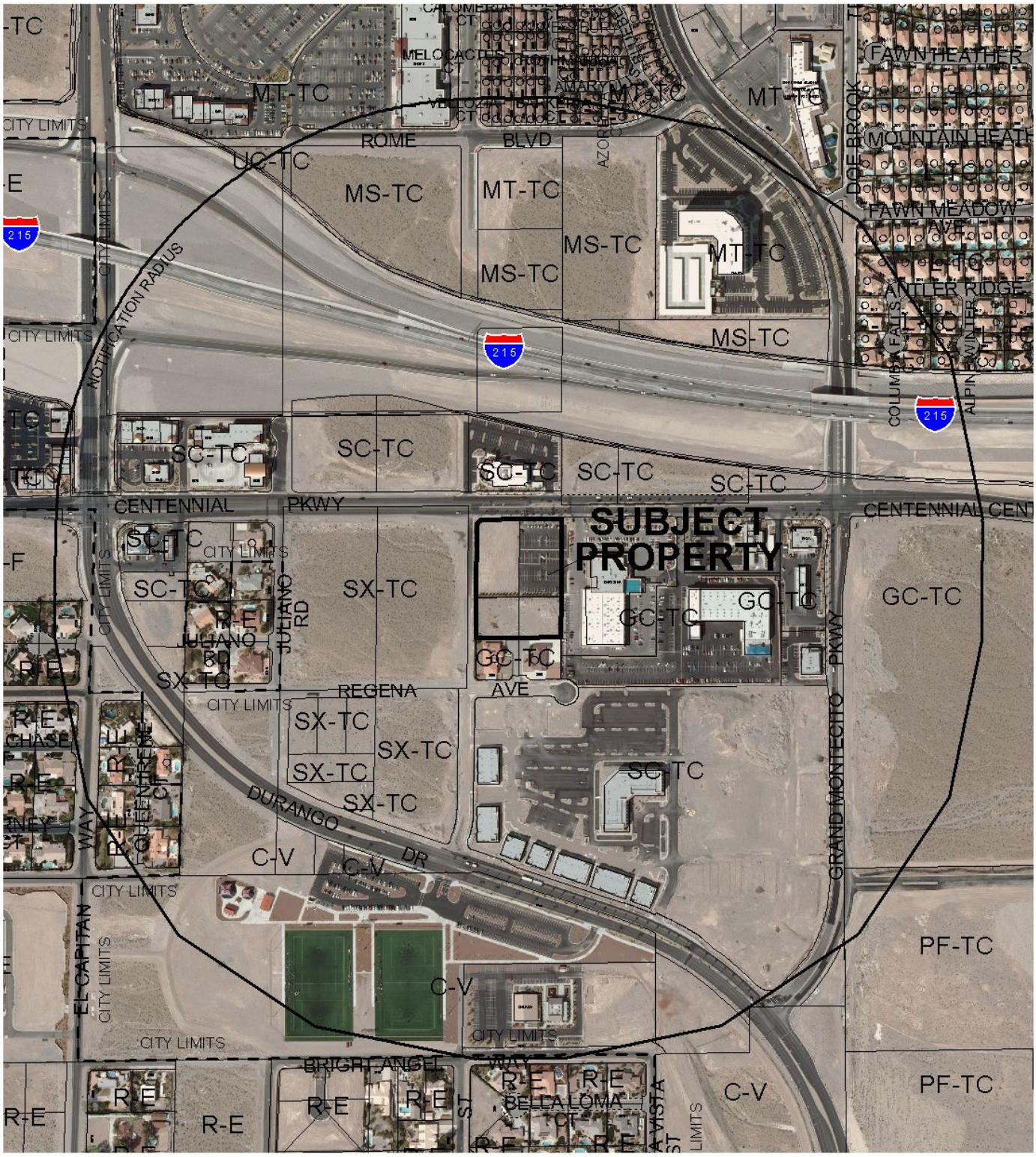
0 300 600 Feet

CASE: **VAR-40379; VAR-40380; WVR-40381 AND SDR-40077**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N



0 300 600 Feet

CASE: **VAR-40379; VAR-40380; WVR-40381 AND SDR-40077**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

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City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-40379	Staff recommends DENIAL, if approved subject to conditions:	
VAR-40380	Staff recommends DENIAL, if approved subject to conditions:	
WVR-40381	Staff recommends DENIAL, if approved subject to conditions:	VAR-40380
SDR-40077	Staff recommends DENIAL, if approved subject to conditions:	VAR-40380 WVR-40381

** CONDITIONS **

VAR-40379 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-40380), Waiver (WVR-40381) and Site Development Plan Review (SDR-40077) 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 flagpole. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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.

VAR-40380 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-40379), Waiver (WVR-40381) and Site Development Plan Review (SDR-40077) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. 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.

WVR-40381 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variances (VAR-40380 and VAR-40379) and Site Development Plan Review (SDR-40077) 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. Private drive, service and utility easements on APNs 125-29-510-015 and 125-29-510-012, which recorded on Parcel Map (PM 236-93), shall be removed or relocated through an appropriate mapping action prior to approval of any civil improvement plans. Signatures of all affected property owners shall be required for any such application to amend the existing map or record a new map.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

Public Works

6. Provide notarized affidavits of support from both of the other property owners sharing this private street prior to the issuance of any permits for construction over or abutting the area in question.

SDR-40077 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Variances (VAR-40380 and VAR-40379) and Waiver (WVR-40381) shall be required, if approved.

2. Site Development Plan Review (SDR-29145) shall be expunged.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 12/06/10, except as amended by conditions herein.

5. A Waiver from the Town Center Development Standards Manual Section C.2.B is hereby approved, to allow a zero-foot landscape buffer along a portion of the west property line where 15 feet is required.

6. A Waiver from Title 19.12 is hereby approved to allow a zero-foot landscape buffer along the south and east property lines where eight feet is required.

7. An Exception from Title 19.12 is hereby approved to allow 22 trees within perimeter buffer planter areas where 48 trees are required.

8. 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 12/06/10. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

9. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

10. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

11. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

12. 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. Installed landscaping shall not impede visibility of any traffic control device. One fan palm tree shall be added to the Centennial Parkway amenity zone adjacent to the proposed development in conformance with the Town Center Development Standards Manual.

13. 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).

14. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

15. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

16. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

17. 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.

18. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

19. Construct half-street improvements including appropriate overpaving on Riley Street, if legally able, adjacent to this site concurrent with development of this site in accordance with Town Center Standards. In addition, reconstruct the cul-de-sac bulb to maintain positive drainage. 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.

20. All delivery vehicles shall maneuver for loading and unloading on site; there shall be no parking, loading or unloading of vehicles within the Centennial Parkway or Riley Street public rights-of-way.

21. Vehicles shall neither be displayed nor stored within the public right-of-way adjacent to this site.

22. Provide a joint access agreement for parcels 125-29-510-015 and 125-29-510-012 to have access to a public roadway if the lots comprising this site are not consolidated.

23. Landscape all unimproved rights-of-way on Centennial Parkway and Riley Street adjacent to this site prior to the issuance of any permits. All landscaping and private improvements installed with this project shall be situated and maintained so as not to create sight visibility obstructions for vehicular traffic at all development access drives.

24. Submit an Encroachment Agreement for all landscaping and private improvements located in the Riley Street public right-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping in the public right-of-way shall be the responsibility of the adjacent property owner and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

25. 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.

** STAFF REPORT **

PROJECT DESCRIPTION

The northeast portion of the subject site contains an existing parking lot in conjunction with an existing Motor Vehicle Sales (New) establishment to the east. A six-foot block wall and a row of evergreen trees bisect the site into two areas. Half-street improvements on Riley Street have been completed adjacent to the northern area, which is otherwise undeveloped. The southern area contains a portion of an existing private cul-de-sac bulb.

The applicant proposes to redevelop the subject site with a two-story Motor Vehicle Sales (New) showroom with accessory Auto Repair Garage and auto parts storage uses. Entry to the site will be from a single driveway from Riley Street. The showroom and display vehicles will face Centennial Parkway, while 12 service bays and customer parking will be located behind the showroom. The portion of the existing cul-de-sac bulb occurring on the subject site is proposed to be removed to allow for additional vehicle storage. A Waiver of Title 18 is requested to allow the private cul-de-sac at the rear of the site to be truncated where a circular turnaround is required. Several landscape waivers are requested, due to the location of existing walls and the proposed use of the site. As a result of these waivers, the Town Center minimum open space standard cannot be met, and a variance is required. The applicant has also requested an additional variance to allow a flagpole that does not meet the Title 19 height standard.

The waivers requested could be avoided through an improved site design; additionally, truncation of the existing private cul-de-sac is not necessary, as the area is designed for auto inventory storage and there are not any buildings proposed on this portion of the site. There is no extraordinary circumstance that prevents the applicant from complying with Title 19 open space standards in Town Center or flagpole height. Therefore, staff recommends denial of all applications. If denied, the site will remain as is and a new Site Development Plan Review will be required for site development.

ISSUES

- The site plan as proposed meets all conditional use requirements for a Motor Vehicle Sales (New) use in Town Center.
- Prior to approval of a Site Development Plan Review for development of this site, a Variance (VAR-40380) is required to allow 14 percent of the site area to be open space where Title 19 requires 20 percent.
- Approval of a Variance (VAR-40379) is required to allow a proposed 80-foot tall flagpole where 40 feet is the maximum height allowed.

- Prior to approval of a Site Development Plan Review for development of this site, a Waiver (WVR-40381) of Title 18.12 is required to allow a private street to terminate without a circular cul-de-sac at the south perimeter of the subject site.
- A Waiver of the Town Center Development Standards Manual is needed to allow a zero-foot perimeter landscape buffer along a portion of the west property line where 15 feet is required.
- A Waiver of Title 19.12 is needed to allow a zero-foot landscape buffer along the south and east property lines where eight feet is required.
- An Exception of Title 19.12 is required to allow 22 trees within perimeter buffer planter areas where 48 trees are required.
- Remapping will be needed to combine the existing lots on the subject site into a single lot.
- Remapping of the previously recorded Parcel Map (PM 236-93) that includes the south one acre of the site will also be required in order to remove or relocate private easements. This mapping action shall be recorded prior to approval of any civil improvement plans.
- The previously approved Site Development Plan Review (SDR-29145) for a parking lot on this site shall be expunged if this approval is exercised.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/02/94	A Parcel Map (PM-0236-93) consisting of four lots and a private drive was recorded on approximately 2.5 acres at the northeast corner of Regena Drive and Riley Street.
04/26/99	The City Council approved a petition to Annex (A-0031-98) approximately 77.75 acres of land generally located between Centennial Parkway and Tropical Parkway and between Durango Drive and El Capitan Way, including the northern 2.5 acres of the subject site. The Planning Commission and staff recommended approval. The annexation became effective on 05/07/99.
01/16/02	The City Council approved a General Plan Amendment (GPA-0043-01) to amend a portion of the Centennial Hills Sector Plan from ML (Medium-Low Density Residential) to GC (General Commercial) on 2.5 acres adjacent to the southeast corner of Riley Street and Centennial Parkway. The Planning Commission and staff recommended denial.
	The City Council approved a request for Rezoning (Z-0077-01) from U (Undeveloped) [ML (Medium-Low Density Residential) General Plan Designation] to C-2 (General Commercial) Zone on 2.5 acres adjacent to the southeast corner of Riley Street and Centennial Parkway. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a request for a Special Use Permit (U-0134-01) for Motor Vehicle Sales (Used) on the southeast corner of Riley Street and Centennial Parkway. The Planning Commission recommended approval; staff recommended denial. The Special Use Permit expired 01/16/04.

01/16/02	The City Council approved a request for a Site Development Plan Review [Z-0077-01(1)] for a proposed 8,500 square-foot Motor Vehicle Sales (Used) building and a reduction in required perimeter landscaping on 2.5 acres adjacent to the southeast corner of Riley Street and Centennial Parkway. The Planning Commission and staff recommended denial because the proposed site did not meet Town Center Development Standards. This approval expired 01/16/04.
08/21/02	The City Council approved a General Plan Amendment (GPA-0019-02) to amend a portion of the southern boundary of the Centennial Hills Sector Town Center Plan to match the alignment of the proposed S-Curve and to amend the future land use within the revised boundary area. The land use designation on the north 2.5 acres of the subject site was amended from GC (General Commercial) to GC-TC (General Commercial - Town Center) and the designation on the south 1.0 acre of the subject site was amended from ML (Medium-Low Density Residential) to GC-TC (General Commercial – Town Center) as part of a larger request. The City of Las Vegas Planning Commission, the Clark County Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (Z-0043-02) from U (Undeveloped) [ML (Medium Low Density Residential) General Plan designation] under Resolution of Intent to C-2 (General Commercial) to T-C (Town Center) on the north 2.5 acres of the subject site as part of a larger request. The Planning Commission and staff recommended approval.
02/05/03	The City Council approved a Petition to Annex (A-0038-02) undeveloped property located in various parts of the city under the provisions of NRS 268.597 No. 1(b), including the southern portion of the subject site and 8590 West Regena Avenue. The Planning Commission and staff recommended approval. The annexation became effective on 02/14/03.
09/15/04	The City Council approved a Petition to Annex (ANX-4440) 0.63 gross acres at 8560 West Regena Avenue. The Planning Commission and staff recommended approval. The annexation became effective 09/24/04.
08/17/05	The City Council approved a Site Development Plan Review (SDR-7464) for a proposed parking lot and a waiver of parking lot and perimeter landscaping requirements on 1.86 acres at the northeast corner of the subject site. The Planning Commission recommended approval and staff recommended denial.
04/03/07	Code Enforcement processed a case (51889) to check the property at 8560 West Regena Avenue for an illegal pest control business. The case was resolved on 04/26/07.
04/26/07	A two-lot Parcel Map (PMP-15490) was recorded on the northern 1.93 net acres of the subject site.

05/06/08	The Centennial Hills Architectural Review Committee (CHARC-TC) approved a request (ARC-27853) for a Major Amendment of a previously approved Master Sign Plan (CHR-0004-02) and Waivers to allow a second pylon sign where only one pylon sign is permitted and to allow a pylon sign to advertise one tenant where multiple tenants are required at the southeast corner of Centennial Parkway and Riley Street.
05/07/08	The City Council approved a request for a Rezoning (ZON-27079) from U (Undeveloped) [TC (Town Center) General Plan Designation] to T-C (Town Center) on the south 1.01 acres of the subject site. Planning Commission and staff recommended approval.
	The City Council denied a request for a Waiver (WVR-27425) of Title 18.12.130 to allow an existing private street to terminate without the required cul-de-sac generally located on Regena Avenue, approximately 150 feet west of Riley Street. Planning Commission recommended approval, while staff recommended denial.
	The City Council withdrew without prejudice at the applicant's request a request for a Site Development Plan Review (SDR-27078) for a parking lot and a Waiver of Town Center perimeter and parking lot landscape standards on 1.97 acres at the southeast corner of Riley Street and Centennial Parkway. The Planning Commission recommended approval, while staff recommended denial.
09/11/08	The Planning Commission approved a Site Development Plan Review (SDR-29145) for a proposed parking lot and a Waiver of Town Center Parking Lot Landscape Standards on 2.0 acres at the southeast corner of Riley Street and Centennial Parkway. Staff recommended approval.
01/25/11	The Planning Commission voted (7-0) to recommend APPROVAL of companion items VAR-40379, VAR-40380, WVR-40381 and SDR-40077 (PC Agenda Items 44-47/ss).

Most Recent Change of Ownership	
05/18/05	A deed was recorded for a change in ownership for APNs 125-29-502-015, 028 and 029.
08/02/06	A deed was recorded for a change in ownership for APN 125-29-502-012.

Related Building Permits/Business Licenses	
c. 1996	Single family dwellings at 8560 and 8590 West Regena Avenue were constructed.
07/14/00	A building permit (#00013255) was issued for a Certificate of Completion of a new auto dealership at 8555 West Centennial Parkway. A final inspection was completed on 05/10/01.

09/21/07	A building permit (97233) was issued for engineered retaining and screening walls at 8535 West Centennial Parkway that included walls on the subject site. A final inspection has not been completed.
07/29/08	A building permit (120847) was issued for a freestanding sign at 8555 West Centennial Parkway in the northeast portion of the subject site. A final inspection has not been completed.

Pre-Application Meeting	
10/14/10	A pre-application meeting was held with the applicant, where submittal requirements for a Site Development Plan Review application were discussed. Major issues discussed included the following: • The vehicle display area would not be counted toward the parking requirement. • No waiver is required for not landscaping the vehicle display area. • The applicant will conform to code requirements concerning the cul-de-sac design and the proposed flagpole. • Remapping of the site to combine the existing lots would be necessary.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
11/09/10	A field check was conducted by staff. The following observations were noted: • The site contains a paved lot on the east side of the site with lighting and parking lot landscape islands in good condition. • There are no existing curb cuts on Riley Street adjacent to the site. • The lot is contained by a wrought iron fence. It is separated into two halves by a retaining wall topped with wrought iron. A freestanding pylon sign is located at the west edge of the pavement near Centennial Parkway. • There were several dead trees in planter boxes on the undeveloped property north of the cul-de-sac. • An existing well tank is located at the southwest corner of the subject site.

Details of Application Request	
Site Area	
Net Acres	2.97

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Parking Lot/Undeveloped	GC-TC (General Commercial – Town Center)	T-C (Town Center)
North	Office, Medical	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
South	Single Family Dwelling, Detached	GC-TC (General Commercial – Town Center)	T-C (Town Center)
	Single Family Dwelling, Detached	GC-TC (General Commercial – Town Center)	U (Undeveloped)
East	Motor Vehicle Sales (New)	GC-TC (General Commercial – Town Center)	T-C (Town Center)
West	Undeveloped	SX-TC (Suburban Mixed Use – Town Center)	T-C (Town Center)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails	X		N
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to the Town Center Development Standards Manual, Title 19.06 and Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	3.27 acres	N/A
Min. Lot Width	N/A	302 Feet	N/A
Min. Setbacks			
• Front	15 Feet	124 Feet	Y
• Side	10 Feet	39 Feet	Y
• Corner	15 Feet	112 Feet	Y
• Rear	20 Feet	154 Feet	Y
Mech. Equipment	Screened	Parapet screened	Y
Open Space	28,488 SF	20,371 SF	N (28% deviation)

Pursuant to Title 19.08.060 the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	78 Feet	154 Feet	Y
Adjacent development matching setback	10 Feet	154 Feet	Y
Trash Enclosure	50 Feet	108 Feet	Y

Pursuant to the Town Center Development Standards Manual and Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	15 Trees	18 Trees	Y
• South	1 Tree / 20 Linear Feet	14 Trees	0 Trees	N
• East	1 Tree / 30 Linear Feet	9 Trees	0 Trees	N
• West	1 Tree / 30 Linear Feet	10 Trees	4 Trees	N
TOTAL PERIMETER TREES		**48 Trees**	**22 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	15 Trees	16 Trees	Y

LANDSCAPE BUFFER WIDTHS			
Min. Zone Width			
• North	10 Feet	20 Feet	Y
• South	8 Feet	0 Feet	N
• East	8 Feet	0 Feet	N
• West	15 Feet	0 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential	6 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Centennial Parkway	Frontage Road	Town Center Development Standards Manual	100	Y
Riley Street	Town Center Tertiary	Town Center Development Standards Manual	60	N

Pursuant to the Town Center Development Standards Manual, the following standards apply:

Streetscape Standards	***Required***	***Provided***	***Compliance***
Sidewalk	5 feet (Centennial Pkwy) 5 feet (Riley St)	5 feet 5 feet	Y Y
Amenity Zone Width	4 feet (Centennial Pkwy) 5 feet (Riley St)	4 feet 5 feet	Y Y
Amenity Zone Trees	Palm trees every 35 feet on center (Centennial Pkwy) – 9 trees Alternating 36" box Rio Grande Ash and Purple Robe Locust trees/30 feet (Riley St) – 12 trees	8 fan palms (existing) 12 – 36" box trees w/alternating species	By condition Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales (New)	24,239 SF	1 space/500 SF GFA	49				
TOTAL SPACES REQUIRED			**49**		**51**		Y
Regular and Handicap Spaces Required			47	2	48	3	Y

SS

Waivers		
Requirement	***Request***	***Staff Recommendation***
TCDSM C.2.B: 15-foot perimeter landscape buffer along ROW	Zero feet along a portion of the west property line	Denial
Title 19.12.040(A): 8-foot perimeter landscape buffer along interior property lines	Zero feet along the south and east property lines	Denial
Title 18.12.130: Termination of private street in a circular cul-de-sac sufficient to accommodate emergency service vehicles	Termination in a truncated cul-de-sac	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Title 19.12.040(B): 48 trees in perimeter buffer planter areas	To allow 22 trees within perimeter buffer planter areas	Denial

ANALYSIS

Development on this site is subject to the Town Center Development Standards Manual. Where this document is silent, the development is subject to Title 19 standards.

Motor Vehicle Sales (New) is a conditional use within Town Center. The proposed use conforms to all conditional use requirements of the Town Center Development Standards Manual.

The subject site is unique in that the northeast portion is already developed, but the existing pavement, sign and walls will be removed to allow for placement of the proposed Motor Vehicle Sales building. In addition, the southern portion of the site was intended for residential use and is already screened from the existing commercial site. The site as proposed is deficient in several aspects with respect to the Town Center Development Standards Manual and Title 19. Title 19.06.110 requires a minimum of 20 percent of the property to consist of open space, which the Town Center Development Standards Manual describes as parking lot landscaping, landscape buffers and other landscaped areas along with open air courtyards, plazas, open space, patios, gathering places, fountains, arbors, arcades and cloisters. Because the proposed plan does not provide required landscaping along the west, south and east perimeters, the open space standard cannot be met. The deviation from the standard is approximately 28 percent. Although the

southern portion of the site is intended to be used for auto storage, the waivers of the required buffer widths and exception from the required tree spacing are unjustified. The existing six-foot block wall along Riley Street was constructed as part of the residential development at the corner of Riley Street and Regena Avenue and is now intended to provide screening for the dealership's storage inventory; it is recommended instead that landscaping that conforms to standards provide the proper screening. For these reasons, staff is recommending denial of the open space variance and Site Development Plan Review requests.

Town Center streetscaping is existing along Centennial Parkway adjacent to the site and along the northern portion of the site along Riley Street. The spacing of the existing palm trees along Centennial Parkway is greater than the maximum 35 feet; therefore, an additional tree is needed in the portion of the amenity zone adjacent to the new development, which has been added as a condition of approval. Otherwise, the existing and proposed streetscaping is in conformance with the Town Center Development Standards Manual.

Trails are required adjacent to Centennial Parkway and Riley Street. The trail along Centennial Parkway includes a five-foot sidewalk and a four-foot amenity zone with patterned hardscape areas. The trail is fully improved along Centennial Parkway. The trail along Riley Street includes a five-foot patterned sidewalk and five-foot amenity zone with street trees. The trail and landscaping have been constructed up to the existing wall along the south side of the property. The pattern shall continue south to the limits of the property in conformance with the Town Center Development Standards Manual, and is shown on the proposed plans.

An 80-foot flagpole is proposed in the northeast corner of the site. There are no obstructions at or near the site which would require the flagpole to be raised above the 40-foot height allowed; therefore, staff recommends denial of this variance.

The proposed development will encroach into private drive and utility easements on APNs 125-29-502-012 and 015 that were previously recorded on Parcel Map (PM 236-93). There is also a well and associated private service easement with access via the private street. The existing parcel map must be amended, or a new map recorded, to relocate or remove these easements before any civil improvement plans can be approved. Signatures of all affected property owners shall be required for any such application to amend the existing map or record a new map. If the signatures of all affected property owners cannot be collected, the existing parcel map will remain, and the proposed entitlements cannot be exercised. In addition to the remapping required for the easement issue, a mapping action will be required to consolidate lots so that no building extends across a lot line. Staff recommends denial of the Title 18 waiver, as there are no circumstances preventing compliance with the standard. If approved, the turnaround must comply with all fire code requirements.

All proposed signage shall conform to the requirements of the Town Center Development Standards Manual Section F.2.A. Any relocated signs shall be permitted by the Building and Safety Department prior to construction.

FINDINGS (VAR-40380)

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 not providing the required landscape buffers on the subject site that would allow for conformance with the Title 19 minimum open space standard for Town Center. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-40379)

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 that justifies proposal of an 80-foot tall flagpole on the subject site where 40 feet is the maximum height allowed; therefore, the applicant has created a self-imposed hardship. Proposal of a 40-foot tall flagpole would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-40077)

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 development is designed to have access to the existing Motor Vehicle Sales (New) establishment to the east; however, it is not part of that site. The site as proposed is not compatible with adjacent residential development, as evidenced by the requested Title 18 Waiver and requests for waivers and exceptions of landscape buffer and planting requirements.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The development as proposed is not consistent with the Town Center Development Standards and Title 19. Multiple variances and waivers have been requested by the applicant to deviate from these standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided from Riley Street, with existing internal access to the existing Motor Vehicle Sales (New) property to the east. Site circulation is adequately addressed by the provided site plan.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials and landscape materials proposed for the site are appropriate for the area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   Building elevations are intended to be similar to other showroom facilities in other locations, conform to Town Center Development Standards Manual requirements and are compatible with nearby development.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development will be subject to the Uniform Building Code for licensing and inspection, and the development will therefore not compromise the public health, safety or welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 80 (By City Clerk)

APPROVALS 4

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40379** APN: 125-29-502-012, 015, 028, 029

Name of Property Owner: Jim Marsh American

Name of Applicant: Jim Marsh American

Name of Representative: Richard Threlfall Architect, Inc

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Jim Marsh

Print Name: Jim Marsh

Subscribed and sworn before me

This 4th day of December, 20 10

_____
Notary Public in and for said County and State

STEVEN P. BROKA
Notary Public, State of Nevada
Appointment No. 97-3715-1
My Appt. Expires Oct. 4, 2013

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City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) CENTENNIAL PKWY + RILEY STREET

Project Name Jim Marsh Chrysler - Jeep **Proposed Use** Auto Dealership

Assessor's Parcel #(s) 125-29-502-012, 015, 028, 029 **Ward #** 6

General Plan: existing TC proposed _____ **Zoning:** existing GC - TC proposed _____

Commercial Square Footage 24,239 **Floor Area Ratio** _____

Gross Acres 3.0 **Lots/Units** 4 **Density** _____

Additional Information _____

PROPERTY OWNER Jim MARSH AMERICAN CORP. **Contact** ZIP BAUCK

Address 8555 W. CENTENNIAL PKWY **Phone:** 946-9042 **Fax:** 946-6934

City LAS VEGAS **State** NV **Zip** 89149

E-mail Address zip@jmcj.lv.coxmail.com

APPLICANT SAME AS Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Richard P. Threlfall Architect, Inc. **Contact** Richard Threlfall

Address 6512 West Diablo Dr. **Phone:** 388-0716 **Fax:** 873-3717

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address rptarch@cox.net

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jim Marsh

Subscribed and sworn before me

This 4TH day of DECEMBER, 20 10.

_____

Notary Public in and for said County and State

STEVEN P. BROKA
Notary Public, State of Nevada
Appointment No. 97-0715-1
My Appt. Expires Oct. 4, 2013

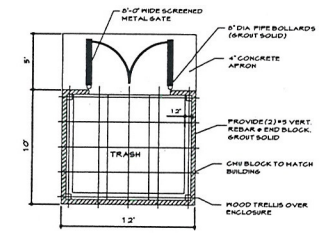
FOR DEPARTMENT USE ONLY

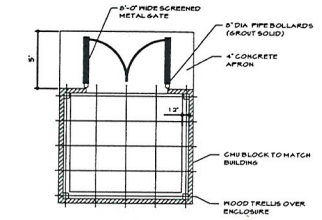
Case #	VAR-40379
Meeting Date:	1-25-11
Total Fee:	
Date Received:*	12-6-10
Received By:	F.S

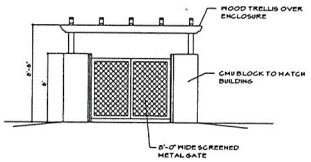
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

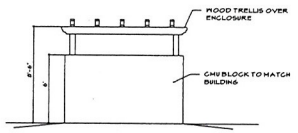
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

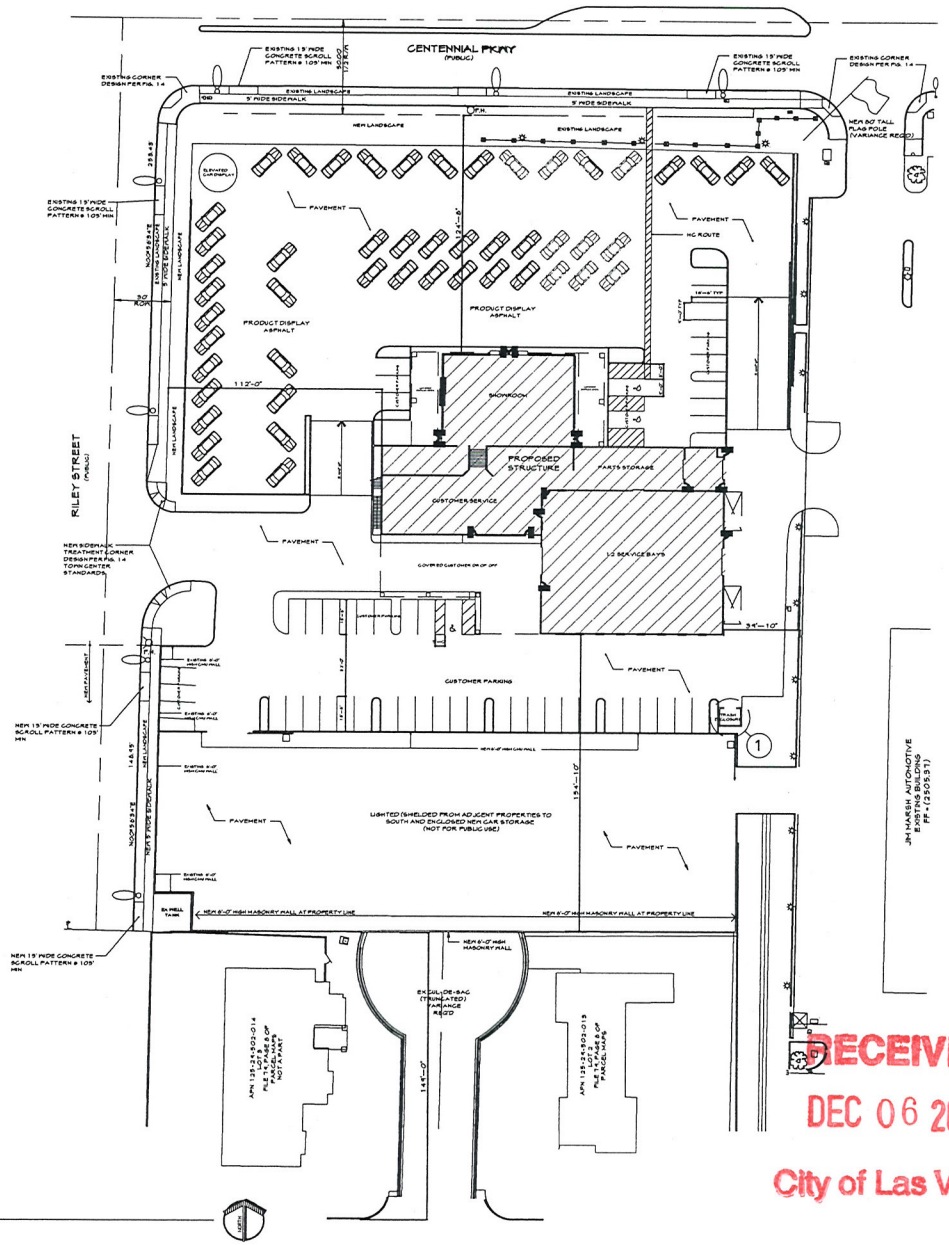








1 TRASH ENCLOSURE
NOT TO SCALE



SITE PLAN
SCALE: 1" = 30'-0"

TOTAL SQUARE FOOTAGES - 24,239 S.F.

SHOWROOM & COVERED DISPLAY - 4,848 S.F.
SERVICE BAYS - 7,323 S.F.
CUSTOMER / DISPLAY / RESTROOMS - 3,736 S.F.
PARTS OFFICE / STORAGE - 8,332 S.F.

APPROX LOT SIZE: 142,441 S.F. (3.27 ACRES)

APPROX F.A.R.: 17%

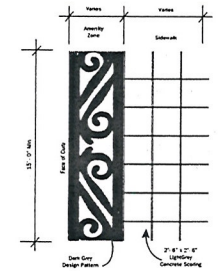
TOWN CENTER OPEN AIR COURTYARDS, LANDSCAPE, PATIOS OPEN SPACE TO - 20% OR MORE PER TITLE 19.06.110 (E).
142,441 S.F. X .20 - 28,488 S.F. AREA REQUIRED
20,371 S.F. AREA SHOWN - 14% (VARIANCE REQ'D)

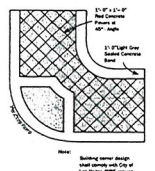
PARKING CALCULATION:

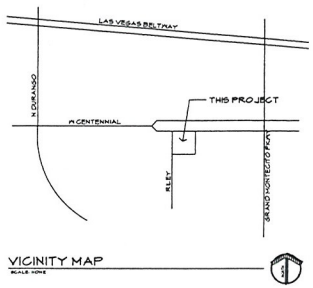
REQUIRED CUSTOMER / STAFF PARKING - 25,000 / 500 - 50 SPACES

PROVIDEDED CUSTOMER / STAFF PARKING - 51 SPACES (4 HC SPACES)

Amenity Zone and Sidewalk Treatment







VICINITY MAP
SCALE: NONE

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JIM MARSH CHRYSLER / JEEP
SITE PLAN

REVISIONS
1
2
3
4

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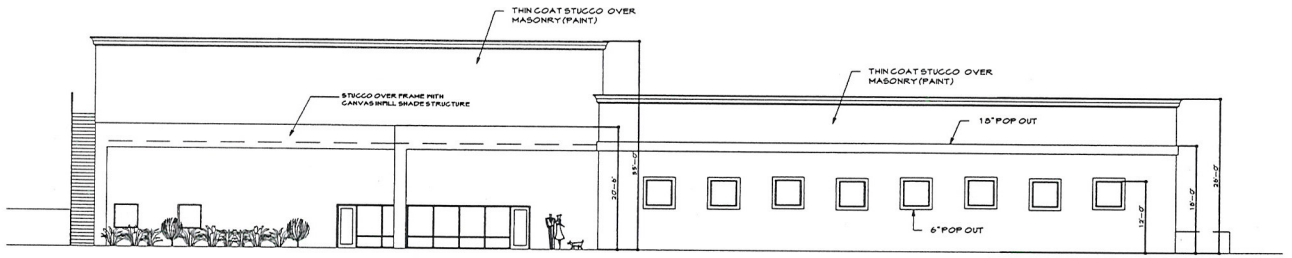
RICHARD P. THRELFALL ARCHITECT, INC.
6512 WEST DIABLO DRIVE
LAS VEGAS, NEVADA 89118
(702) 388-0716 VOICE
(702) 873-3717 FAX
RPTARCH@COX.NET

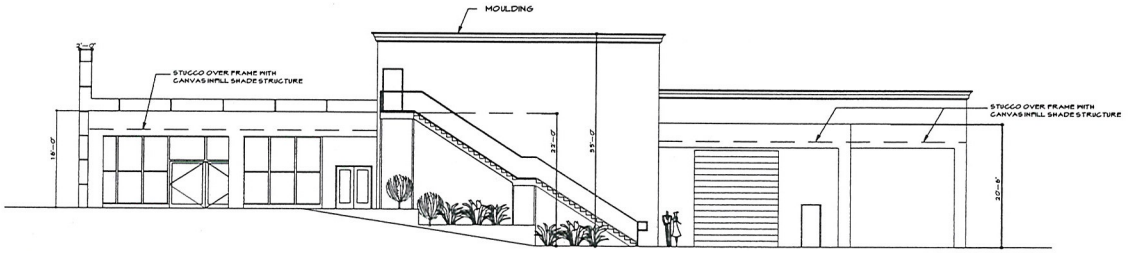
A-1

VAR-40379 VAR-40380
WVR-40381 SDR-40077



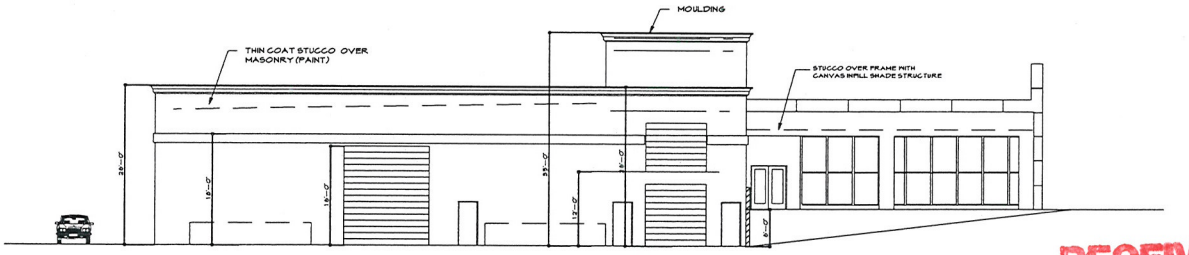
SOUTH ELEVATION

SCALE: 1" = 10'-0"



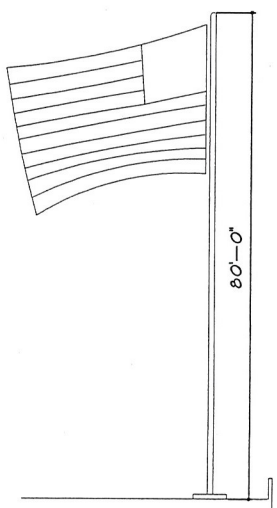
WEST ELEVATION

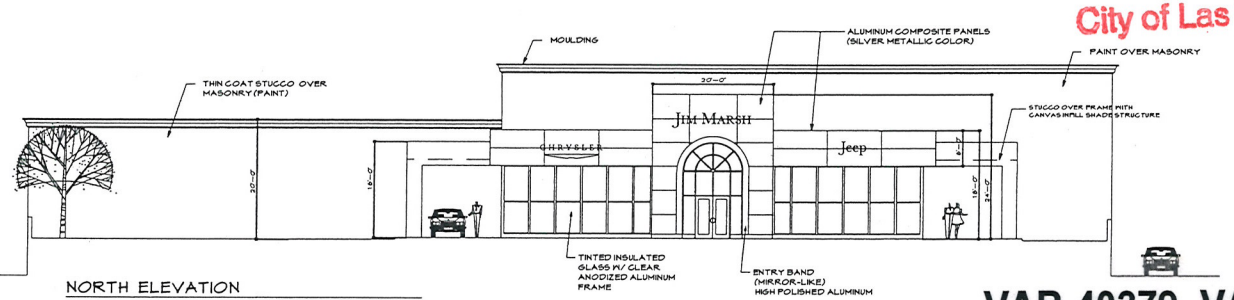
SCALE: 1" = 10'-0"



EAST ELEVATION

SCALE: 1" = 10'-0"





NORTH ELEVATION

SCALE: 1" = 10'-0"

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JIM MARSH CHRYSLER / JEEP
ELEVATIONS

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1
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A-3

VAR-40379 VAR-40380
WVR-40381 SDR-40077



VAR-40379, VAR-40380, WVR-40381 & SDR-40077 - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION
SEC CENTENNIAL PARKWAY AND RILEY STREET

12/14/10



VAR-40379, VAR-40380, WVR-40381 & SDR-40077 - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION
SEC CENTENNIAL PARKWAY AND RILEY STREET

12/14/10



VAR-40379, VAR-40380, WVR-40381 & SDR-40077 - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION
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12/14/10



VAR-40379, VAR-40380, WVR-40381 & SDR-40077 - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION
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12/14/10



VAR-40379, VAR-40380, WVR-40381 & SDR-40077 - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION
SEC CENTENNIAL PARKWAY AND RILEY STREET

12/14/10



VAR-40379, VAR-40380, WVR-40381 & SDR-40077 - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION
SEC CENTENNIAL PARKWAY AND RILEY STREET

12/14/10

12/6/10

Justification letter

Re: Jim Marsh American Corp "Chrysler/Jeep Dealership"

Address: 8623 West Centennial Pkwy
APN: 125-29-502-028, 125-29-502-029, 125-29-502-015, 125-29-502-012
Existing zoning: T-C (Town Center District)
Proposed use: Motor Vehicle Sales / Service

The proposed project is to construct a 24,239 s.f. (Two story) Sales / Service and Parts storage facility for: Jim Marsh American Corp "Chrysler/Jeep".

The use (Motor Vehicle Sales) is consistent with existing zoning and a appropriate use for this property and location.

Wavers requested:

1) Wave 15' requirement for perimeter landscaping within enclosed vehicle storage area. (West property line @ Riley).
2) Wave 8' requirement for perimeter landscaping within enclosed vehicle storage area. (South property line). Landscape would be "hidden "within the storage area which is enclosed by existing 6' high masonry walls from earlier residential development.
3) Wave 8' requirement for landscaping buffer on East property line (adjacent to existing Jim Marsh dealership.
4) Wave 15' requirement for landscaping buffer on West property line (adjacent to Riley and allow proposed 9' wide landscape buffer.
5) Waver to "truncate" existing cul-de-sac private street (max 150' length per City fire dept)

Variances requested:

1) 20% open space required per title 19.06.110 (E) with requested reduction to 14%. Nature of project is a care dealership with 1/3 of property enclosed vehicle storage area. With wavers to landscaping and areas paved for new car sales, unable to meet 20% standard.
2) Allow 80' high flagpole in North East corner of property for visibility from 215 freeway. No neighbors are affected by request or proposed location.

Other items:

1) No trailer trucks to off-load on public way (i.e. Riley and Centennial Pkwy)
2) Joint access agreement with Jim Marsh property on East to be provided.
3) All new street landscape to be extended existing landscaping to match

Thank you

Richard Threlfall Architect Inc.

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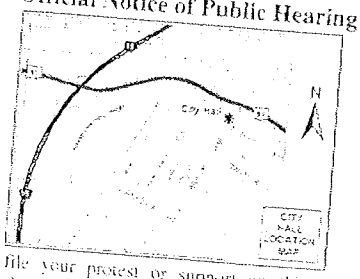
VAR-40379 VAR-40380
WVR-40381 SDR-40077

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40379 & VAR-40380

City Council Meeting of 2/16/2011

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CITY CLERK
2011 FEB -7 A 9:38

BARTSAS MARY 20 L L C
521 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN=12528101009

02/07/2011 MON 09:37 [TX/RX NO 8870] 003

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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Permit No. 1630

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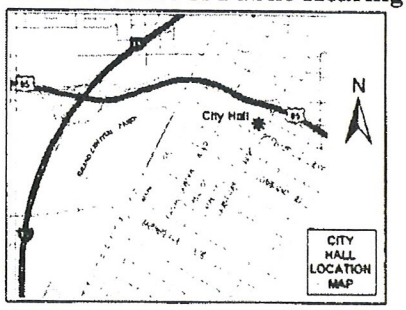

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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-40379 & VAR-40380

Planning Commission Meeting of 1/25/2011

Case: VAR-40379
12529503003
MATTHEWS ROBERT & DEBBRA FAM TR
6265 QUEEN IRENE CT
LAS VEGAS NV 89149-0200

31 KRDFNP1 89149

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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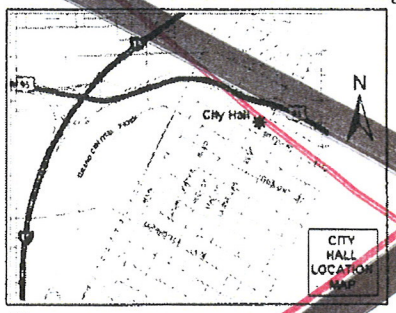

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JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-40381 & SDR-40077

Planning Commission Meeting of 1/25/2011

Case: WVR-40381
12529503003
MATTHEWS ROBERT & DEBBRA FAM TR
6265 QUEEN IRENE CT
LAS VEGAS NV 89149-0200

31 KRDFNP1 89149

44-45
P

01/18/2011 10:39 FAX 702 366 9413 Mary Bartsas Ent., LLC 003/007

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Permit No. 1930

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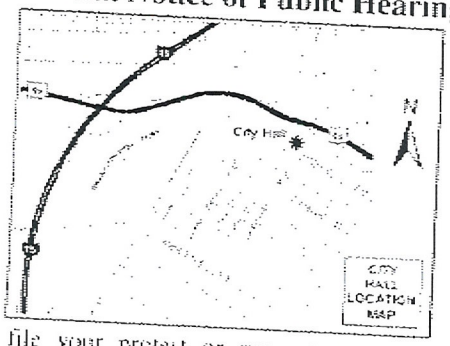

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40379 & VAR-40380

Planning Commission Meeting of 1/25/2011

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1 8 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

12528101008 Case: VAR-40379
BARTSAS MARY 20 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4625

5 KRDFNP1 89106

44-45
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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Permit No. 1630

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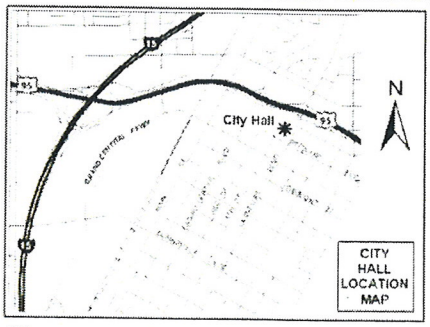
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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VAR-40379 & VAR-40380
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40379
12529502028
MARSH JIM AMERICAN CORPORATION
8555 W CENTENNIEL PWKY
LAS VEGAS NV 89149-0000

44-45 A

31 KRDFNP1 89149

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Permit No. 1630

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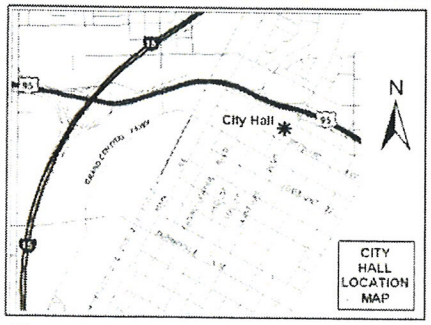
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40379 & VAR-40380
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40379
12529502015
MARSH JIM AMERICAN CORPORATION
8555 W CENTENNIAL PKWY
LAS VEGAS NV 89149-4531

44-45 A

31 KRDFNP1 89149

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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PAID
Las Vegas, NV
Permit No. 1630

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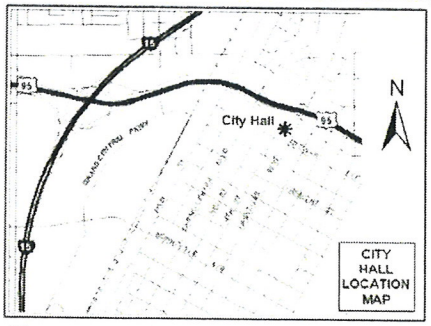
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40379 & VAR-40380

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40379

12529502012
JIM MARSH AMERICAN CORPORATION
8555 CENTENNIAL PKWY
LAS VEGAS NV 89149-4531

44-45
A

31 KRDFNP1 89149

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40380 - VARIANCE RELATED TO VAR-40379 - PUBLIC HEARING - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION - Request for a Variance TO ALLOW 14 PERCENT OF THE PROPERTY AREA TO BE OPEN SPACE WHERE 20 PERCENT IS REQUIRED on 2.97 acres adjacent to the southeast corner of Centennial Parkway and Riley Street (APNs 125-29-502-012, 015, 028, and 029), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. 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: **VAR-40380** APN: 125-29-502-012, 015, 028, 029

Name of Property Owner: Jim Marsh American

Name of Applicant: Jim Marsh American

Name of Representative: Richard Threlfall Architect, Inc

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Jim Marsh

Subscribed and sworn before me

This 4TH day of DECEMBER, 20 10

_____

Notary Public in and for said County and State

STEVEN P. BROKA
Notary Public, State of Nevada
Appointment No. 97-3715-1
My Appt. Expires Oct. 4, 2013

RECEIVED
DEC 06 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) CENTENNIAL PKWY + RILEY STREET

Project Name Jim Marsh Chrysler-Jeep **Proposed Use** Auto Dealership

Assessor's Parcel #(s) 125-29-502-012, 015, 028, 029 **Ward #** 6

General Plan: existing TC proposed ____ **Zoning:** existing GC-TC proposed ____

Commercial Square Footage 24,239 **Floor Area Ratio** ____

Gross Acres 3.0 **Lots/Units** 4 **Density** ____

Additional Information ____

PROPERTY OWNER Jim Marsh American Corp. **Contact** Zip Bauck

Address 8555 W. Centennial Pkwy **Phone:** 946-9042 **Fax:** 946-6934

City Las Vegas **State** NV **Zip** 89149

E-mail Address zip@jmcj.lv.coxmail.com

APPLICANT Same As Above **Contact** ____

Address ____ **Phone:** ____ **Fax:** ____

City ____ **State** ____ **Zip** ____

E-mail Address ____

REPRESENTATIVE Richard P. Threlfall Architect, Inc. **Contact** Richard Threlfall

Address 6512 West Diablo Dr. **Phone:** 388-0716 **Fax:** 873-3717

City Las Vegas **State** NV **Zip** 89118

E-mail Address rptarch@cox.net

Property Owner Signature* ____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jim Marsh

Subscribed and sworn before me

This 4th day of December, 20 10.

Notary Public in and for said County and State

STEVEN P. BROKA
Notary Public, State of Nevada
Appointment No. 97-3715-1
My Appt. Expires Oct. 4, 2013

FOR DEPARTMENT USE ONLY

Case #	VAR-40380
Meeting Date:	1-25-11
Total Fee:	830
Date Received:*	12-6-10
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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.

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
WVR-40381 - WAIVER RELATED TO VAR-40379 AND VAR-40380 - PUBLIC HEARING - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION - Request for a Waiver of Title 18.12.130 TO ALLOW A PRIVATE STREET TO TERMINATE WITHOUT A CIRCULAR CUL-DE-SAC on 1.04 acres adjacent to the east side of Riley Street, approximately 148 feet north of Regena Avenue (APNs 125-29-502-012 and 015), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Support Postcard
4. Backup referenced from the January 25, 2011 Planning Commission Meeting Items WVR-40381 and SDR-40077

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **WVR-40381** APN: 125-29-502-012, 015, 028, 029

Name of Property Owner: Jim Marsh American

Name of Applicant: Jim Marsh American

Name of Representative: Richard Threlfall Architect, Inc

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Jim Marsh

Subscribed and sworn before me

This 4th day of December, 20 10

_____

Notary Public in and for said County and State

STEVEN P. BROKA
Notary Public, State of Nevada
Appointment No. 97-3715-1
My Appt. Expires Oct. 4, 2013

RECEIVED
DEC 06 2010
City of Las Vegas

RECEIVED
DEC 06 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) CENTENNIAL PKWY + RILEY STREET

Project Name Jim Marsh Chrysler - Jeep **Proposed Use** Auto Dealership

Assessor's Parcel #(s) 125-29-502-012, 015, 028, 029 **Ward #** 6

General Plan: existing TC proposed _____ **Zoning:** existing GC - TC proposed _____

Commercial Square Footage 24,239 **Floor Area Ratio** _____

Gross Acres 3.0 **Lots/Units** 4 **Density** _____

Additional Information _____

PROPERTY OWNER Jim MARSH AMERICAN CORP. **Contact** ZIP BAUCK

Address 8555 W. CENTENNIAL PKWY **Phone:** 946-9042 **Fax:** 946-6934

City LAS VEGAS **State** NV **Zip** 89149

E-mail Address zip@jmcj.LVCOXMAIL.COM

APPLICANT SAME AS Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Richard P. Threlfall **Contact** Richard Threlfall

Address 6512 WEST DIABLO Dr. Architect, Inc. **Phone:** 388-0716 **Fax:** 873-3717

City LAS VEGAS **State** NV **Zip** 89118

E-mail Address rptarch@cox.net

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jim Marsh

Subscribed and sworn before me

This 4TH day of DECEMBER, 20 10.

_____

Notary Public in and for said County and State

STEVEN P. BROKA
Notary Public, State of Nevada
Appointment No. 97-3715-1
My Appt. Expires Oct. 4, 2013

FOR DEPARTMENT USE ONLY

Case #	WVR-40381
Meeting Date:	1-25-10
Total Fee:	830
Date Received:*	12-6-10
Received By:	PS

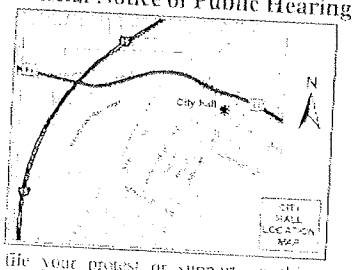
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas
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.

WVR-40381 & SDR-40077
City Council Meeting of 2/16/2011

RECEIVED
CITY CLERK
2011 FEB -7 A 9:28

BARTSAS MARY 23 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN#12528101009

02/07/2011 MON 09:37 [TX/RX NO 8874] 001

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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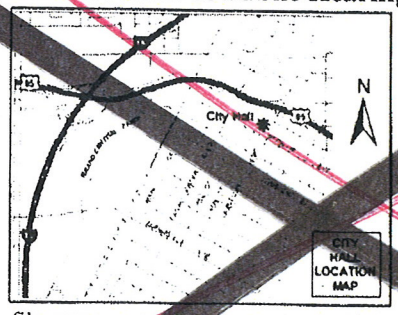
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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-40379 & VAR-40380

Planning Commission Meeting of 1/25/2011

Case: VAR-40379
12529503003
MATTHEWS ROBERT & DEBBRA FAM TR
6265 QUEEN IRENE CT
LAS VEGAS NV 89149-0200

31 KRDFNP1 89149

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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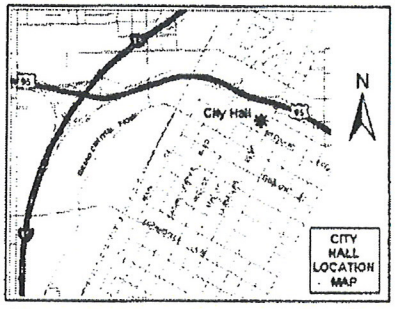
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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WVR-40381 & SDR-40077

Planning Commission Meeting of 1/25/2011

Case: WVR-40381
12529503003
MATTHEWS ROBERT & DEBBRA FAM TR
6265 QUEEN IRENE CT
LAS VEGAS NV 89149-0200

31 KRDFNP1 89149

46-47
P

01/18/2011 10:39 FAX 702 366 9413 Mary Bartsas Ent., LLC 001/007

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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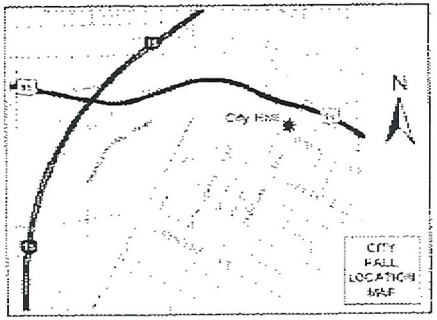
Las Vegas, NV
Permit No. 1630

Return Service Requested

Official Notice of Public Hearing



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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-40381 & SDR-40077

Planning Commission Meeting of 1/25/2011

Case WVR-40381

12528101008
BARTSAS MARY 20 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

EL6-47
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
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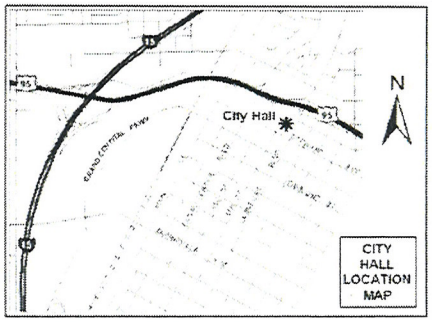
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-40381 & SDR-40077
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: WVR-40381
12529502028
MARSH JIM AMERICAN CORPORATION
8555 W CENTENNIEL PWKY
LAS VEGAS NV 89149-0000

46-47
A

31 KRDFNP1 89149

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
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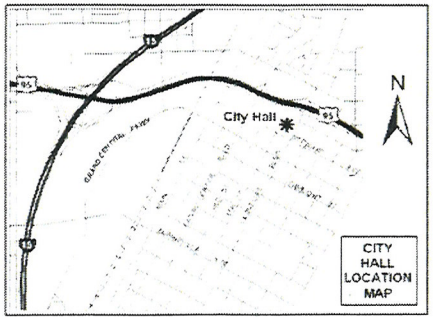
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-40381 & SDR-40077
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: WVR-40381

12529502015
MARSH JIM AMERICAN CORPORATION
8555 W CENTENNIAL PKWY
LAS VEGAS NV 89149-4531

46-47
A

31 KRDFNP1 89149

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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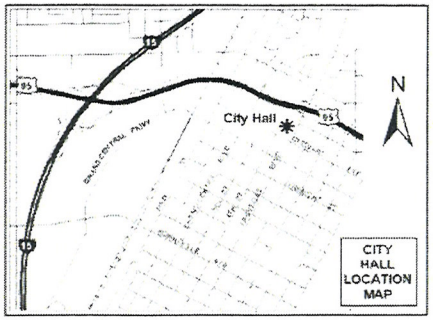
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

WVR-40381 & SDR-40077
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: WVR-40381
12529502012
JIM MARSH AMERICAN CORPORATION
8555 CENTENNIAL PKWY
LAS VEGAS NV 89149-4531

46-47 A

31 KRDFNP1 89149

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40077 - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-40379, VAR-40380 AND WVR-40381 - PUBLIC HEARING - APPLICANT/OWNER: JIM MARSH AMERICAN CORPORATION - Request for a Site Development Plan Review FOR A PROPOSED 24,239 SQUARE-FOOT, TWO-STORY MOTOR VEHICLE SALES (NEW) ESTABLISHMENT WITH A WAIVER OF THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ALLOW A ZERO-FOOT BUFFER ALONG A PORTION OF THE WEST PROPERTY LINE WHERE 15 FEET IS REQUIRED AND A WAIVER OF TITLE 19 LANDSCAPE BUFFER STANDARDS TO ALLOW A ZERO-FOOT BUFFER ALONG THE SOUTH AND EAST PROPERTY LINES WHERE EIGHT FEET IS REQUIRED on 2.97 acres adjacent to the southeast corner of Centennial Parkway and Riley Street (APNs 125-29-502-012, 015, 028, and 029), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. 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-40077** APN: 125-29-502-012, 015, 028, 029

Name of Property Owner: Jim Marsh American

Name of Applicant: Jim Marsh American

Name of Representative: Richard Threl Fall Architect, Inc

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Jim Marsh

Subscribed and sworn before me

This 26 day of October, 2010

_____

Notary Public in and for said County and State

ANGELA C. GALIZIA
NOTARY PUBLIC, STATE OF NEVADA
My Commission Expires: 9-10-14
Certificate No: 10-3012-1

RECEIVED
OCT 27 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) CENTENNIAL PKWY + RILEY STREET

Project Name Jim Marsh Chrysler - Jeep **Proposed Use** Auto Dealership

Assessor's Parcel #(s) 125-29-502-012, 015, 028, 029 **Ward #** 6

General Plan: existing TC proposed _____ **Zoning:** existing GC-TC proposed _____

Commercial Square Footage 24,239 **Floor Area Ratio** _____

Gross Acres 3.0 **Lots/Units** 4 **Density** _____

Additional Information _____

PROPERTY OWNER Jim Marsh American Corp. **Contact** Zip Bauck

Address 8555 W. Centennial Pkwy **Phone:** 946-9042 **Fax:** 946-6934

City Las Vegas **State** NV **Zip** 89149

E-mail Address zip@jmcj.lv.coxmail.com

APPLICANT Same As Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Richard P. Threlfall Architect, Inc. **Contact** Richard Threlfall

Address 6512 West Diablo Dr. **Phone:** 388-0716 **Fax:** 873-3717

City Las Vegas **State** NV **Zip** 89118

E-mail Address rptarch@cox.net

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jim Marsh

Subscribed and sworn before me

This 26 day of October, 2010.

Angela Galizia

Notary Public in and for said County and State

ANGELA C. GALIZIA
NOTARY PUBLIC, STATE OF NEVADA
My Commission Expires: 9-10-14
Certificate No: 10-3012-1

FOR DEPARTMENT USE ONLY

Case #	SDR-10077
Meeting Date:	12/16/10
Total Fee:	$1,030
Date Received:*	10/27/10
Received By:	B.M.S.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
OCT 27 2010

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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.

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

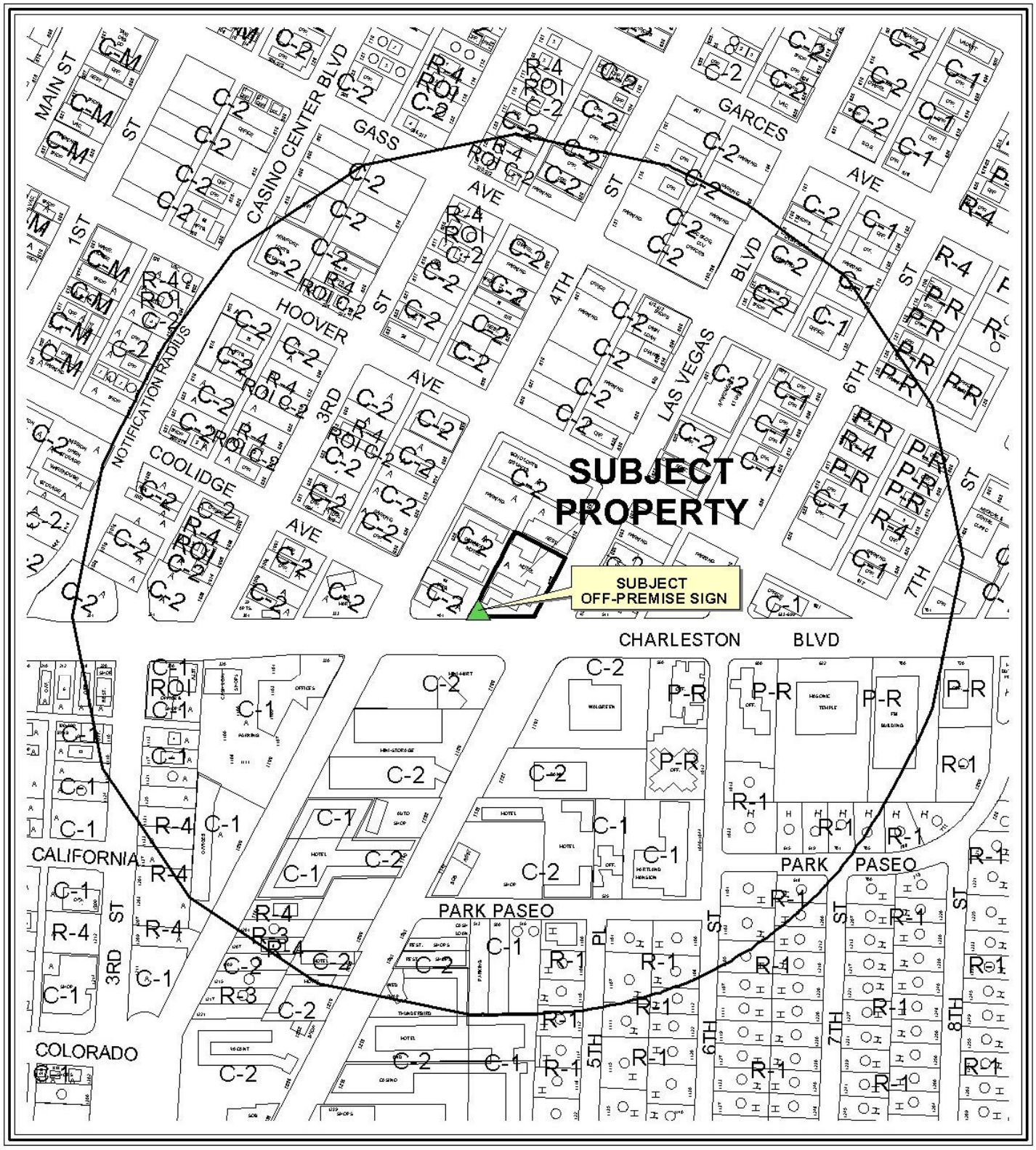
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-40298 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - Required Review of a previously approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**13**	**Planning Commission Mtg.**	**1**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-36373
6. City Council Approval Letter for U-0028-01(1)
7. City Council Approval Letter for U-0028-01
8. Protest Postcards
9. Backup referenced from the January 25, 2011 Planning Commission Meeting Item RQR-40298



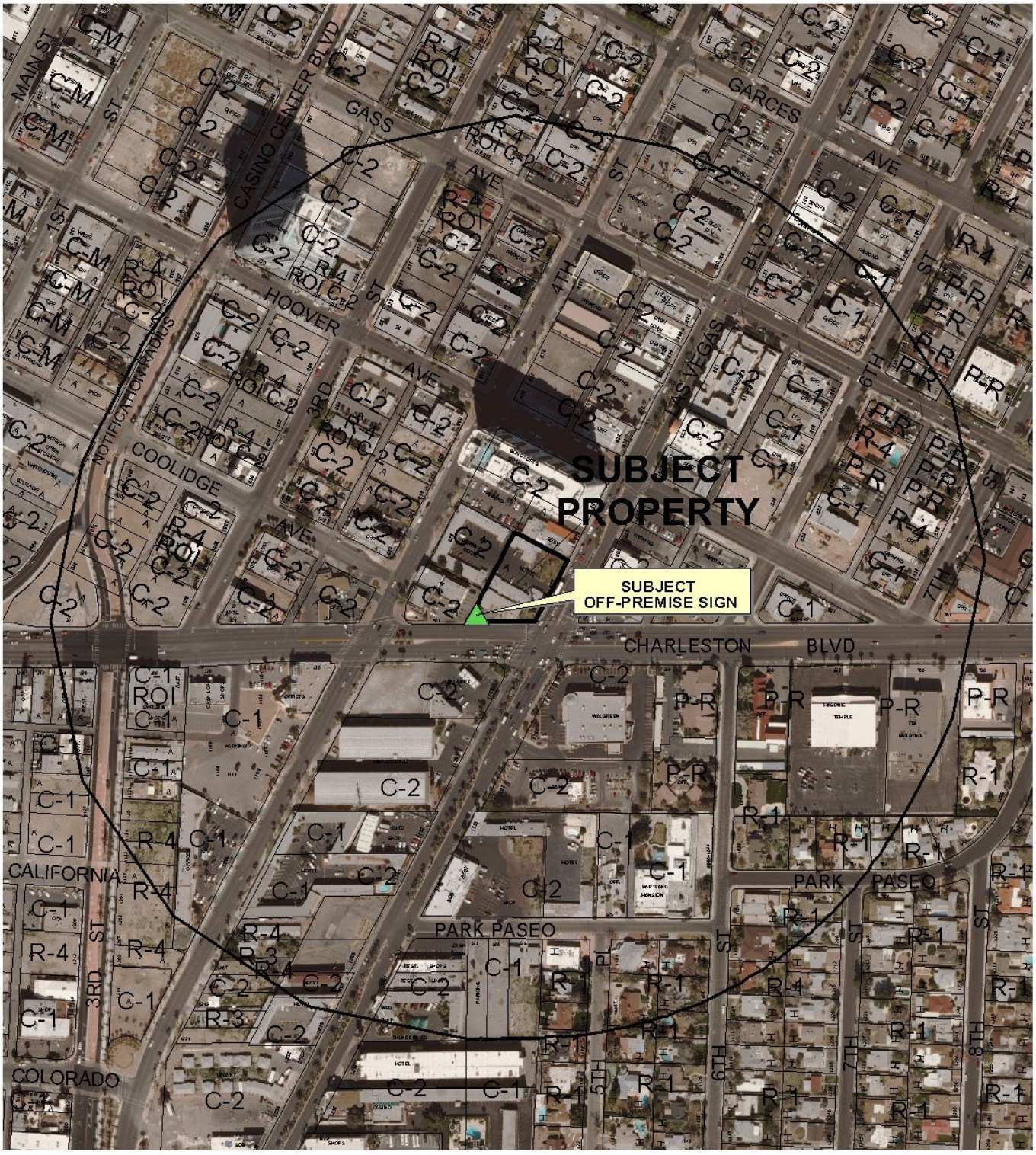
0 300 600 Feet

CASE: **RQR-40298**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

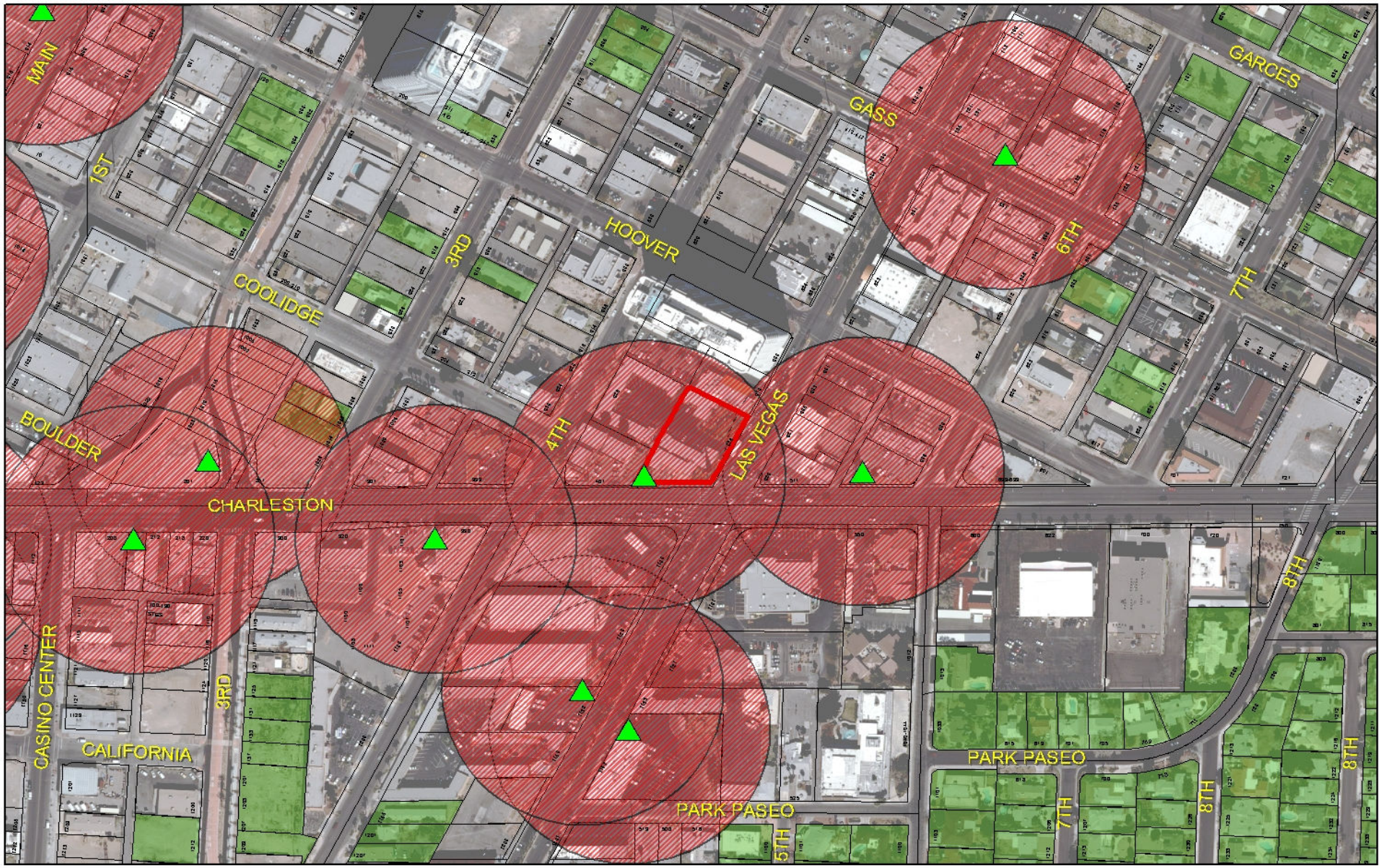
N



CASE: **RQR-40298**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



RQR-40298

Subject Parcel

City of Las Vegas Billboard Location

Clark County Billboard Location

City of Las Vegas Billboard Data

300 Foot Buffer Around Billboard

750 Foot Buffer Around Freeway Billboard

Residential Zoned Property

Off Premise Sign Exclusion Area

Exempt - Off Premise Area Sign Area

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-40298	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

RQR-40298 CONDITIONS

Planning and Development

1. This Special Use Permit shall be reviewed in one (1) year, at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

2. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City Departments shall be satisfied.

** STAFF REPORT **

PROJECT DESCRIPTION

This is the seventh required review of a Special Use Permit (U-0028-01) that allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. The off-premise sign was constructed in 2001 and is in good condition. The sign meets Title 19 distance separation and zoning requirements. However, it fails to meet special area plan requirements established after the sign's construction and does not contribute to the goals of redevelopment in the area. Staff therefore recommends denial. If this review is denied, the subject sign shall be removed from the property.

ISSUES

- This is the seventh review of the Special Use Permit for an Off-Premise Sign use (U-0028-01).
- The sign has been properly permitted and inspected.
- Current standards for the Las Vegas Boulevard Scenic Byway Overlay District prohibit off-premise signs within the Byway corridor.
- Current standards for the Arts District (Las Vegas Downtown Centennial Plan) require off-premise signs within the Arts District to be flush-mounted on a structure; these signs cannot be freestanding, roof-mounted or project past the walls or roof of a building.
- The existing off-premise sign is not aesthetically compatible with the surrounding uses and does not contribute in a positive manner to the scenic qualities of the Las Vegas Boulevard Scenic Byway as detailed in the Las Vegas Boulevard Scenic Byway Corridor Management Plan.
- The existing off-premise sign does not further an important objective of the Redevelopment Plan, which is "to achieve an environment reflecting a high level of concern for architectural, landscape, and urban design and land use principles appropriate for attainment of the objectives of the Redevelopment Plan."

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/01	The City Council granted an appeal of the Planning Commission denial of a Special Use Permit (U-0028-01) for a proposed 45-foot tall, 14-foot by 48-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial. A 40-foot tall, 28-foot by 24-foot Off-Premise Sign was approved.

08/07/02	The City Council granted an appeal of the Planning Commission denial of a Required Review [U-0028-01(1)] of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
11/19/03	The City Council granted an appeal of the Planning Commission denial of a Required Review (RQR-3024) of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
05/05/04	The City Council adopted Ordinance No. 5694, thereby establishing the Las Vegas Boulevard Scenic Byway Overlay District and associated standards.
12/15/04	The City Council granted an appeal of the Planning Commission denial of a Required Review (RQR-5247) of an approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. Staff recommended denial.
09/07/05	The City Council approved a Review of Condition (ROC-7358) Number 1 of a previously approved Required Review (RQR-5247) for the existing 40-foot tall, 28-foot by 24-foot Off-Premise Sign to allow no illuminated neon on a sign at 928 South Las Vegas Boulevard in the Las Vegas Scenic Byway Overlay District where at least 75 percent of the total sign surface is required to contain neon. Staff recommended denial.
09/22/05	The Planning Commission approved a request for a Variance (VAR-8496) to allow an existing 40-foot tall, 28-foot by 24-foot Off-Premise Sign with less than 75% neon or animated illumination to be located within the Las Vegas Boulevard Scenic Byway Overlay District at 928 South Las Vegas Boulevard. Staff recommended denial.
01/03/07	The City Council tabled a Required Review (RQR-17518) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. The Planning Commission recommended approval. Staff recommended denial.
12/17/08	The City Council approved a Required Review (RQR-29727) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. The Planning Commission recommended approval. Staff recommended denial.
03/04/09	The City Council adopted Ordinance No. 6030, thereby modifying and consolidating review and approval procedures for signage within the Downtown Casino Overlay District, the Downtown Entertainment Overlay District and the Las Vegas Boulevard Scenic Byway Overlay District.
10/16/09	Las Vegas Boulevard, from Washington Avenue to Sahara Avenue, was designated a National Scenic Byway due to its cultural, historic and nighttime scenic amenities and abundance of neon signage.

01/20/10	The City Council approved a Required Review (RQR-36373) of a previously approved Special Use Permit (U-0028-01), which allowed a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard, subject to review in one year. The Planning Commission recommended approval and staff recommended denial.
01/25/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 48/jg).

Most Recent Change of Ownership	
03/15/95	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/18/01	A building permit (#01013065) was issued for a 40-foot tall, 28-foot by 24-foot Off-Premise Sign at 928 South Las Vegas Boulevard. A final sign inspection was completed 09/24/01.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/14/10	During a site visit, staff noted a well maintained Off-Premise Sign, free of bird droppings.

Details of Application Request	
Site Area	
Net Acres	0.68

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Motel	C (Commercial)	C-2 (General Commercial)
North	Restaurant	MXU (Mixed Use)	C-2 (General Commercial)
South	Convenience Store	C (Commercial)	C-2 (General Commercial)

East	Astrologer, Hypnotist or Psychic Arts & Sciences / Non-Depository Lender	C (Commercial)	C-2 (General Commercial)
West	Apartments/ Motel	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (18b – Las Vegas Arts District)	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		N
Live/Work Overlay District	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		N
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		N
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	N*

*The Right-of-Way is only 80 feet in width at this location.

DEVELOPMENT STANDARDS

Standards	***Code Requirement***	***Provided***	***Compliance***
Location	No Off-Premise Sign may be located within the public right-of-way, within the Off-Premise Sign Exclusionary Zone or within the Las Vegas Boulevard Scenic Byway Overlay District	Not within the Exclusionary Zone. Located outside of public ROW within the LV Blvd. Scenic Byway Overlay District	N

Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Located within the C-2 (General Commercial) Zoning District	Y
Area	No Off-Premise Signs shall have a surface area greater than 672 square feet, except that an embellishment not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet	672 SF with no embellishments	Y
Height	No higher than 40 feet from grade at the point of construction; may be raised to maximum of 55 feet with approval of City Council if significantly obscured from view of travel lanes	Maximum height of 40 feet from grade	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view	Screened from view by sign panels	Y
Separation Distance (Off-Premise Signs)	At least 300 feet to another Off Premise Sign	460 feet from off-premise sign to the east (906 S. 6th Street), 460 feet from off-premise sign to the south (1120 S. LV Blvd.) and 470 feet from off-premise sign to the southwest (330 E. Charleston Blvd.)	Y
Separation Distance (Residential)	At least 300 feet to the nearest property line of a lot in any "R" zoned district	725 feet to R-1 zoned property to the southeast	Y
Other (18b The Arts District)	All Off-Premise Signs shall be directly mounted to and flush with the wall of a structure, and shall not be freestanding.	Freestanding sign permanently secured to ground	N

ANALYSIS

The subject site is zoned C-2 (General Commercial). An Off-Premise Sign is a permitted use in this district with the approval of a Special Use Permit. The Special Use Permit (U-0028-01) for this sign was approved in 2001, prior to the establishment of standards for the Las Vegas Boulevard Scenic Byway Overlay District, which prohibit off-premise signs in this area.

This is the seventh review of the subject off-premise sign, which was constructed in 2001. The sign has been properly permitted and inspected. The sign also meets the basic dimensional and distance separation requirements of Title 19. However, staff has consistently recommended that the use be discontinued at this location based on its potential negative effect on redevelopment efforts in the area and more recently its incompatibility with the current requirements of the 18b Arts District and the Las Vegas Boulevard Scenic Byway Overlay District and Corridor Management Plan. Las Vegas Boulevard from Sahara Avenue to Washington Boulevard was designated a State Scenic Byway in November 2001 and attained National Scenic Byway status on October 16, 2009. One of the requirements for this designation was the adoption of a Corridor Management Plan, which calls for restoration of existing neon signs within the corridor and the removal or relocation of existing off-premise signs. The applicant obtained a Variance in 2005 to allow the sign not to contain illuminated and/or animated signage where standards of the Las Vegas Boulevard Scenic Byway Overlay District require at least 75 percent of the total sign surface area to contain illuminated signage.

Secondarily, the standards for 18b – Las Vegas Arts District of the Downtown Centennial Plan require off-premise signs to be flush-mounted on a structure. The existing off-premise sign is a freestanding structure enclosed within a chain link fence.

FINDINGS (RQR-40298)

Although the subject off-premise sign was constructed prior to adoption of a Corridor Management Plan for the Las Vegas Boulevard Scenic Byway, this plan calls for the removal or relocation of existing off-premise signs within the Scenic Byway in order to preserve the cultural and historic heritage of neon signage along Las Vegas Boulevard. Second, the sign also does not comply with current requirements for off-premise signage in the 18b Las Vegas Arts District. Third, the continued existence of the sign does not further goals for redevelopment of the area through streetscape and building improvements.

The immediate area has changed from the time the sign was constructed for the reasons stated above, and therefore the subject sign is no longer harmonious and compatible with the surrounding land uses. Staff recommends denial of this review, subject to a three year review if approved.

PLANNING COMMISSION ACTION

At the Planning Commission meeting of January 25, 2011 the applicant requested that the required review be reduced from three (3) years to one (1) year and the Planning Commission agreed. The change is reflected in condition #1.

NOTICES MAILED 408 (By City Clerk)

APPROVALS 1

PROTESTS 13

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-40298** APN: 139-34-410-165

Name of Property Owner: Gateway Motel, Inc.

Name of Applicant: Reagan National Advertising

Name of Representative: Dewey Reagan

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: D. S Jhwar

Print Name: David Jhwar

Subscribed and sworn before me RAJ SANGHA

This 20 day of NOVEMBER, 2010

RIVERSIDE, CA.

Notary Public in and for said County and State

RAJ SANGHA
COMM. # 1767869
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Sept. 15, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Conditional Use Review

Project Address (Location) 928 Las Vegas Blvd.

Project Name Gateway Motel, Inc **Proposed Use** off premise sign

Assessor's Parcel #(s) 139-34-410-165 **Ward #** 5

General Plan: existing GC proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Gateway Motel **Contact** David Jhwar

Address P O Box 7014 **Phone:** _____ **Fax:** _____

City Riverside **State** CA **Zip** 92513-7014

E-mail Address _____

APPLICANT Reagan National Advertising **Contact** Dewey Reagan

Address 1775 North Warm Springs Rd **Phone:** (801) 521-1775 **Fax:** (801) 521-9741

City Salt Lake City **State** Utah **Zip** 84116

E-mail Address dewey@reaganusa.com

REPRESENTATIVE Jay Brown **Contact** Jay Brown

Address 520 South Fourth Street **Phone:** (702) 384-5563 **Fax:** (701) 385-1023

City Las Vegas **State** NV **Zip** 89101

E-mail Address ccaldwell@brownlawlv.com

FOR DEPARTMENT USE ONLY

Case #	RQR-40298
Meeting Date:	01/25/10 PC
Total Fee:	$800
Date Received:*	11/24/10
Received By:	

Property Owner Signature* D.S Jhwar

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name David Jhwar

Subscribed and sworn before me, RAJ SANGHA.

This 20 day of NOVEMBER, 2010

RIVERSIDE, CA.

Notary Public in and for said County and State

RAJ SANGHA
COMM. # 1767869
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Sept. 15, 2011

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

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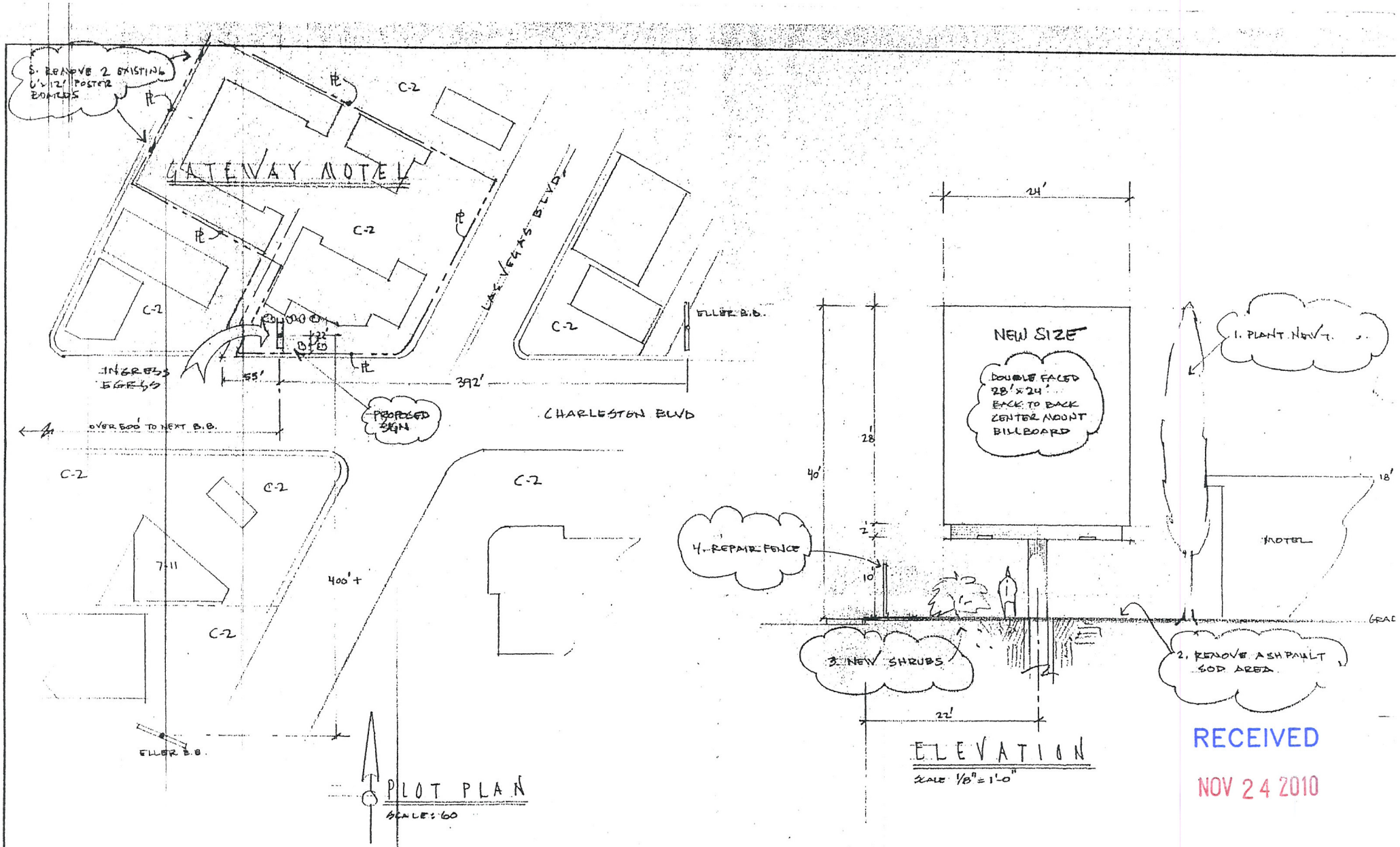

RECEIVED

NOV 24 2010

RQR-40298

REAGAN NATIONAL ADVERTISING

OWNER:
GATEWAY MOTEL
928 LVBS LV, NV 89109

SCALE: NOTED | APPROVED BY: | DRAWN BY LCC



RQR-40298 - APPLICANT: REAGAN NATIONAL ADVERTISING – OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD

12/14/10



RQR-40298 - APPLICANT: REAGAN NATIONAL ADVERTISING – OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD

12/14/10



RQR-40298 - APPLICANT: REAGAN NATIONAL ADVERTISING – OWNER: GATEWAY MOTEL, INC.
928 SOUTH LAS VEGAS BOULEVARD

12/14/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

January 28, 2010

Mr. David Jhwar
Gateway Motel, Inc.
P.O. Box 20453
Las Vegas, Nevada 89112-2453

RE: RQR-36373 – REQUIRED REVIEW
CITY COUNCIL MEETING OF JANUARY 20, 2010

Dear Mr. Jhwar:

The City Council at a regular meeting held January 20, 2010 APPROVED the Required Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 21, 2010. This approval is subject to:

Planning and Development

1. Special Use Permit U-0028-01 shall be reviewed on an agenda closest to January 20, 2011, at which time the City Council may require removal of the Off-Premise Sign. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

2. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

Printed with environmentally friendly soy ink.

RQR-40298

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Dewey Reagan
Reagan National Advertising
1775 North Warm Springs Road
Salt Lake City, Utah 84116



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

ACTING CITY MANAGER
DOUGLAS A. SELBY

August 9, 2002

Mr. David Jhwar
1968 Berkshire
Fullerton, California 92833

RE: U-0028-01(1) - REQUIRED ONE YEAR REVIEW
CITY COUNCIL MEETING OF AUGUST 7, 2002

Dear Mr. Jhwar:

The City Council at a regular meeting held August 7, 2002 considered the Appeal filed by Singer & Brown on behalf of Reagan National Advertising from the Denial by the Planning Commission of a Required One Year Review of an approved Special Use Permit WHICH ALLOWED A 40 FOOT HIGH, 28 FOOT X 24 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 928 Las Vegas Boulevard South (APN: 139-34-410-165), C-2 (General Commercial) Zone.

The City Council granted the Appeal; thereby APPROVING the Required One Year Review on an approved Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on August 8, 2002. This approval is subject to:

Planning and Development

1. The Special Use Permit shall be reviewed in one year at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

2. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19A including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19A has been approved for the new structure by the City Council.

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

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

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

68112-012-6/02

RQR-40298

4. All City Code requirements and design standards of all City Departments shall be satisfied.

5. The chain-link fence enclosure shall be repaired and properly maintained, until removed.

Sincerely,

Linda Owens

LINDA OWENS
DEPUTY CITY CLERK II for
BARBARA JO RONEMUS, CITY CLERK

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Lee Cote
Reagan National Advertising
7181 South Industrial Road
Las Vegas, Nevada 89118

RQR-40298



MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

June 20, 2001

Mr. David Jhwar
Gateway Motel, Inc.
824 Las Vegas Boulevard South
Las Vegas, Nevada 89107

RE: U-0028-01 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 16, 2001

Dear Mr. Jhwar:

The City Council at a regular meeting held May 16, 2001 CONSIDERED the Appeal filed by Reagan Outdoor Nevada from the Denial by the Planning Commission of a request by Gateway Motel, Inc. on behalf of Reagan National Advertising for a Special Use Permit FOR A PROPOSED 45 FOOT TALL, 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 928 Las Vegas Boulevard South (APN: 139-34-410-165), C-2 (General Commercial) Zone.

The Council granted the Appeal; thereby APPROVING the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on May 17, 2001. This approval is subject to:

Planning and Development

1. Two signs located on 4th Street to be removed.

2. The Special Use Permit shall be reviewed in one year at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

3. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19A including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19A has been approved for the new structure by the City Council.

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

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

68112-012-11/00

RQR-40298

4. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

5. All existing off-premise advertising (billboard) sign structures within the subject property along Fourth Street shall be removed prior to the issuance of a sign permit for this off-premise advertising (billboard) sign.

6. Landscaping shall be installed around the base of this off-premise advertising (billboard) sign supporting structure, to the approval of Planning and Development Department staff.

Public Works

7. Dedicate a 10 foot radius on the northwest corner of Charleston Boulevard and Las Vegas Boulevard prior to the issuance of any permits. Coordinate with the Right-of-way Section of the Department of Public Works for the preparation of the required legal documents.

Sincerely,

Linda Owens

LINDA OWENS
DEPUTY CITY CLERK II for
BARBARA JO RONEMUS, CITY CLERK AR

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Mike Singer
520 South Fourth Street
Las Vegas, Nevada 89101

Mr. Mike Marcus
Reagan National Advertising
7181 South Industrial Road
Las Vegas, Nevada 89118

RQR-40298

p.1
510 526 2293
Feb 08 11 01:28p Ted Akulian
02/08/2011 TUE 13:29 [TX/RX NO 8898] 001

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2011 FEB -8 P 1:35

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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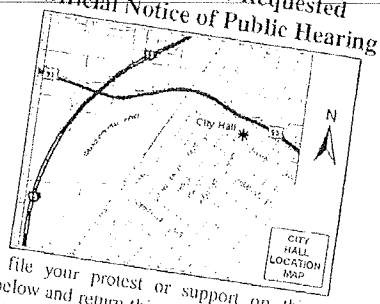

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

City Council Meeting of 2/16/2011

AKULIAN DAVID
1783 SONOMA AVE
BERKELEY CA 94707-2548

APN#13934411105

2 BERKELEY 94707

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 FEB 03 2011
MAILED FROM ZIP CODE 89101

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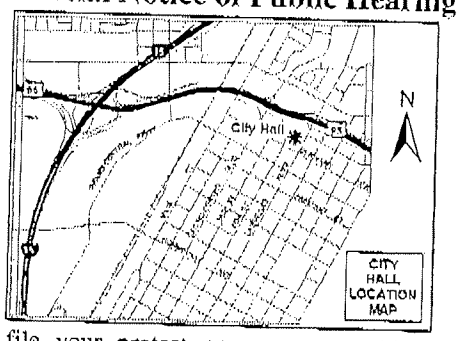

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

City Council Meeting of 2/16/2011

JACKSON MICHAEL WILLIAM
2441 WHITE OAK DR
HOUSTON TX 77009-7321

APN#13934411014

99 KRDGN11 77009

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2011 FEB -7 A 7:05

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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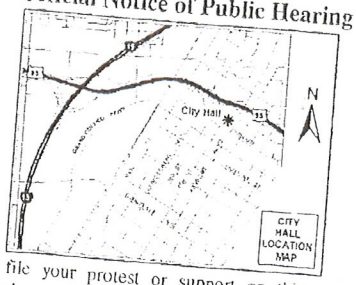

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

City Council Meeting of 2/16/2011

SHEN JOHN CHEN & ANITA M
200 HOOVER AVE #1506
LAS VEGAS NV 89101-6880

APN#13934412084

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2011 FEB -7 A 7:05
CITY CLERK

702-530-7436
02/05/2011 SAT 15:33 [TX/RX NO 8864] 001
JCS
30 KRDCN11 89101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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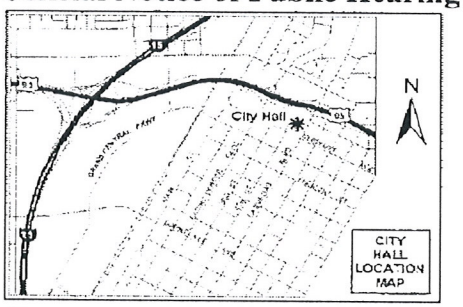

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

City Council Meeting of 2/16/2011

TARIO BRIAN P
200 HOOVER AVE #1505
LAS VEGAS NV 89101-6883

APN#13934412109

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CITY CLERK

30 KRDCN11 89101

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

PAGE 01/01
STA TEN
3852370
01/27/2011 11:23

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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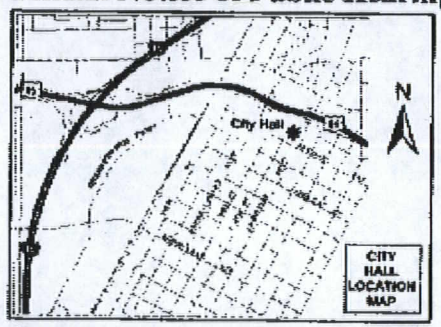
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-40298

Planning Commission Meeting of 1/25/2011

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JUN 3 1 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: RQR-40298

13934411097
ARENAZ DAVID
900 S LAS VEGAS BLVD #1401
LAS VEGAS NV 89101-6864

30 KRDFNP1 89101

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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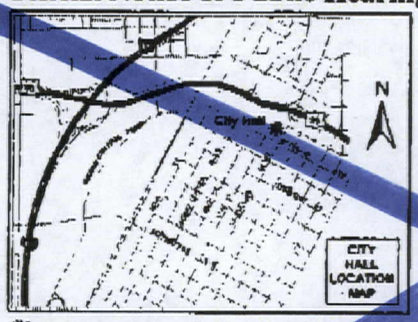

How can you allow this size of a building with only (2) two parking spaces.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SDR-40392

13934410118
KINT L L C
8804 PALM GREENS CT
LAS VEGAS NV 89134-6359

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40392
Planning Commission Meeting of 1/25/2011

6 KRDFNP1 89134

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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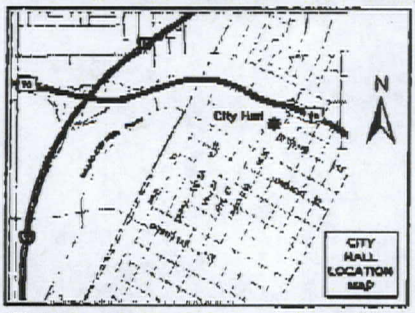

Las Vegas Blvd is ugly enough without allowing another ugly sign to go up. Less is always better.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

Case: RQR-40298

13934410118
KINT L L C
8804 PALM GREENS CT
LAS VEGAS NV 89134-6359

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JAN 18 2011

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298
Planning Commission Meeting of 1/25/2011

6 KRDFNP1 89134

48P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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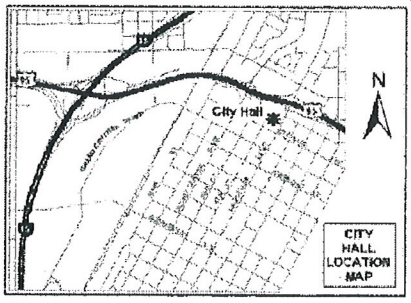

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298
Planning Commission Meeting of 1/25/2011

Case: RQR-40298
13934410151
KOPPE GREGORY A SEPARATE FAM TR
711 S 4TH ST #205
LAS VEGAS NV 89101-6763

30 KRDFNP1 89101

48
P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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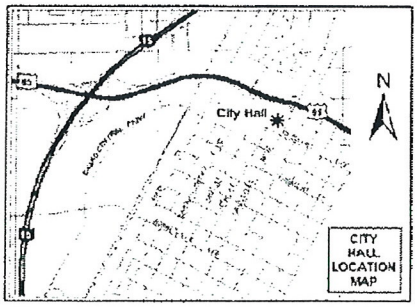

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

Planning Commission Meeting of 1/25/2011

I oppose the special use permit.

Brian.

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: RQR-40298

13934412109
TARIO BRIAN P
200 HOOVER AVE #1705
LAS VEGAS NV 89101-6883

30 KRDFNP1 89101

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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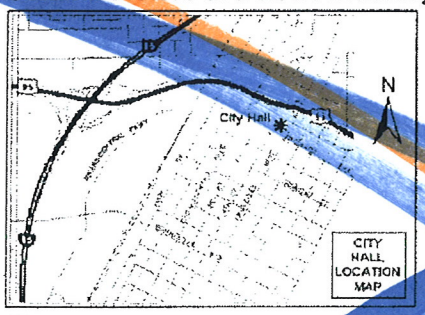

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40434 & SDR-40432

Planning Commission Meeting of 1/25/2011

I oppose SDR-40432 – the waiver of the streetscape requirement

Brian.

Case: VAR-40434

13934412109
TARIO BRIAN P
200 HOOVER AVE #1705
LAS VEGAS NV 89101-6883

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CITY OF LAS VEGAS
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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Las Vegas, NV
Permit No. 1630

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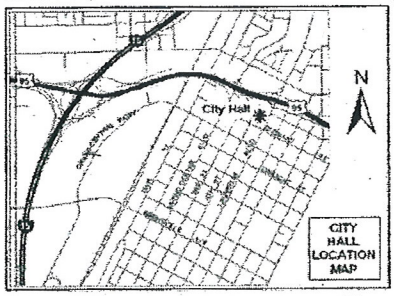
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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RQR-40298
Planning Commission Meeting of 1/25/2011

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PLANNING & DEVELOPMENT

Case: RQR-40298

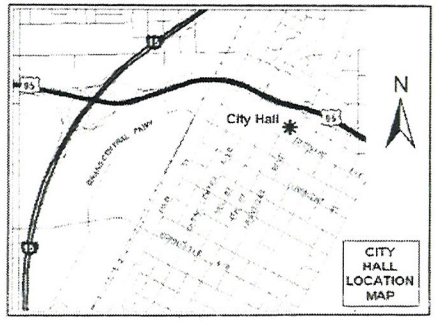
13934410114
WESTWIND TRUST
2714 WESTWIND RD
LAS VEGAS NV 89146-5458

56 KRDFNP1 89146

48 P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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RQR-40298
Planning Commission Meeting of 1/25/2011

a sign of this size would adversely affect my view. Any lighting will come directly into my home.

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JAN 20 2011
CITY OF LAS VEGAS
PLANNING DEPARTMENT

Case: RQR-40298
13934411012
SIMS DAVID & MICHELE
900 LAS VEGAS BLVD S #712
LAS VEGAS NV 89101-6848

48

30 KRDFNP1 89101

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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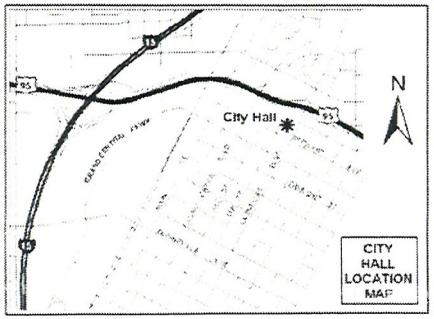
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

Planning Commission Meeting of 1/25/2011

a sign of this size will adversely affect my view. Any lighting will come directly into my homes window

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Las Vegas, NV
Permit No. 1630

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JAN 20 2011

Case: RQR-40298

13934411011
SIMS DAVID
900 LAS VEGAS BLVD S #711
LAS VEGAS NV 89101-6848

48

30 KRDFNP1 89101

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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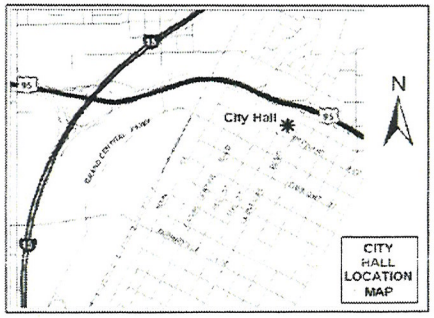

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

Planning Commission Meeting of 1/25/2011

Case: RQR-40298

16203501005
SCHWARTZ 1980 TRUST
1013 S 6TH ST
LAS VEGAS NV 89104-1537

48
P

27 KRDFNP1 89104

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Las Vegas, NV
Permit No. 1630

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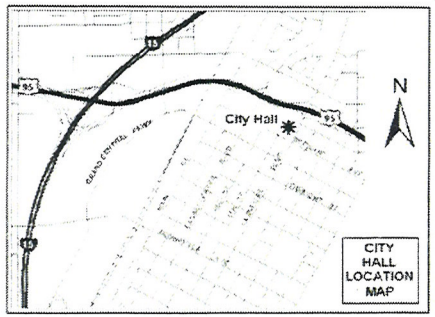

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-40298

Planning Commission Meeting of 1/25/2011

Case: RQR-40298

13934411117
BERNICK CHARLES & DEBORA R
P O BOX 16419
DULUTH MN 55816-0419

2 KRDFNP1 55816

48

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Permit No. 1630

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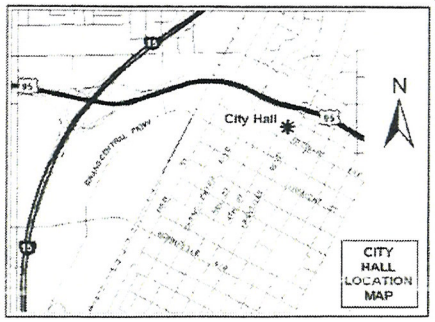
Official Notice of Public Hearing



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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-40298

Planning Commission Meeting of 1/25/2011

Case: RQR-40298
13934412113
BRUNS NICHOLAS A & YVONNE S
140 PRAIRIE LAKE RD
EAST DUNDEE IL 60118-9134

48

116 KRDFNP1 60118

JAN. 19. 2011 7:51AM COOPER, GAY, STEELE NO. 9135 P. 1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
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Las Vegas, NV
Permit No. 1630

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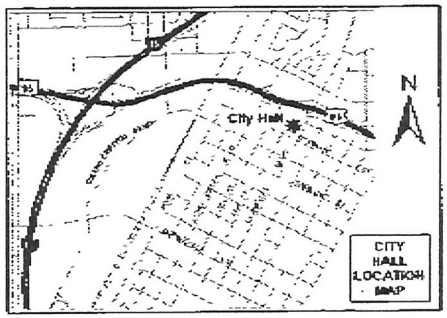
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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RQR-40298

Planning Commission Meeting of 1/25/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: RQR-40298

13934412094
MARTINEZ ANGEL
92 LAIGHT ST #10D
NEW YORK NY 10013-2025

102 KRDFNP1 10013

47

PAGE 01/01
STA TEN
01/27/2011 11:12 3852370

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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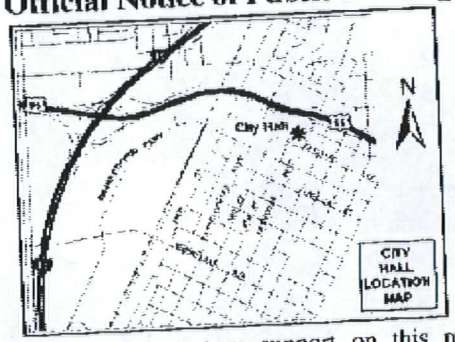
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298

Planning Commission Meeting of 1/25/2011

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JAN 27 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: RQR-40298

13934411097
ARENAZ DAVID
900 S LAS VEGAS BLVD #1401
LAS VEGAS NV 89101-6864

30 KRDFNP1 89101

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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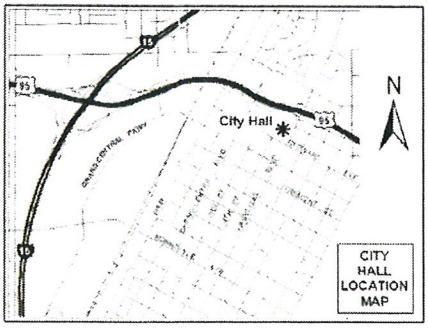

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298
Planning Commission Meeting of 1/25/2011

Case: RQR-40298
16203511003
PALENCAR MIA R REV TR AGMT
~~177-F RIVERSIDE AVE #924~~
~~NEWPORT BEACH CA 92663-4009~~
1103 S. 6th St.
L.V. NV. 89104

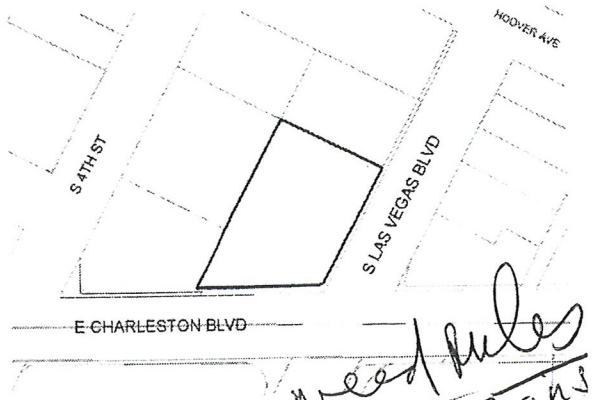
92 KRDFNP1 92663

Application Information

RQR-40298 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - Required Review of a previously approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Reese).

OPPOSE: 40' Feet TALL Is that Really Necessary? & what will it Do lightup? Say what? What happens to old LAS Vegas - At least try to Keep Downtown area less obtrusive with less NOT MORE ADS

Application Location



need rules on signs etc

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*January 25, 2011*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

192
48
P

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 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.

what is our Plan for the future for our L.V. Blvd to we should have height rules look like ONWAY Downtown?

Also, Resubmitting my last years 2010 Comments on this same issue!

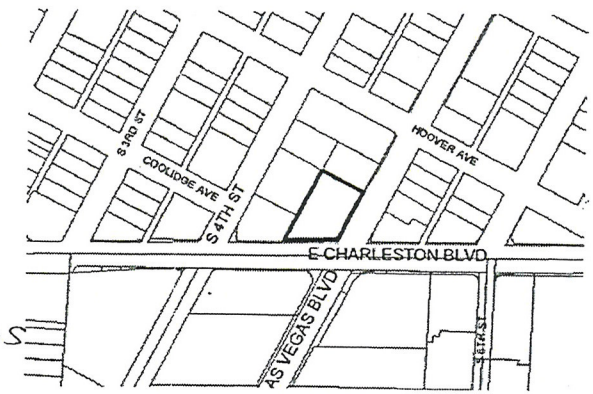
M

Application Information

RQR-36373 - APPLICANT: REAGAN NATIONAL ADVERTISING - OWNER: GATEWAY MOTEL, INC. - Required Review of an approved Special Use Permit (U-0028-01) FOR A 40-FOOT TALL, 28-FOOT X 24-FOOT OFF-PREMISE SIGN at 928 South Las Vegas Boulevard (APN 139-34-410-165), C-2 (General Commercial) Zone, Ward 3 (Reese) ASK yourselves:

Why does a very "small motel" on a very busy corner need such an enormous eyesore sign? Obviously to sell to all kinds of advertisers - This is totally not necessary or appropriate for the renovating of Mayor Goodman's Beautiful Downtown Area. Takes away from the new looks that includes the condo-lofts next door - Get rid of & stop the commercial mess of signs, signs, signs.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	*January 20, 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.

Thank you

M.R. Pagnucci

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

202

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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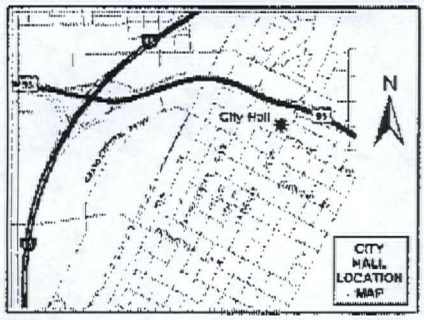

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40298
Planning Commission Meeting of 1/25/2011

Case: RQR-40298

13934412117
KUDLER DONALD C
1721 ADRA CT
LAS VEGAS NV 89102-2092

32 KRDFNP1 89102

RECEIVED
JAN 18 2011

48A

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

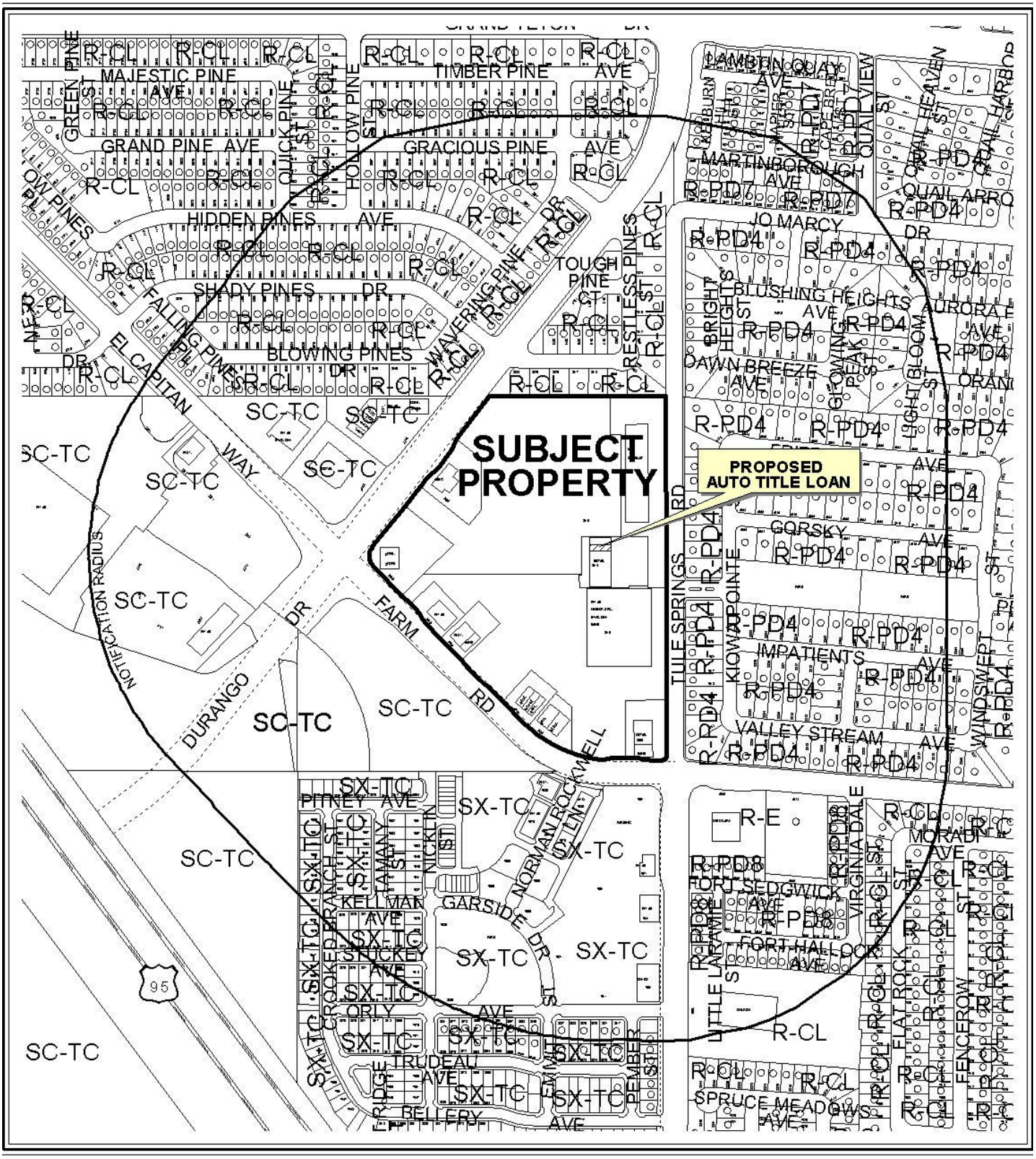
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40105 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN WITH WAIVERS TO ALLOW A 127-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND TO ALLOW A 1,188 SQUARE-FOOT FACILITY WHERE A MINIMUM 1,500 SQUARE-FOOT FACILITY IS REQUIRED at 8414 Farm Road, Suite #130 (APN 125-17-610-008), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**5**	**City Council Meeting**	**1**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Item SUP-40105



0 300 600 Feet

CASE: **SUP-40105**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation]

N



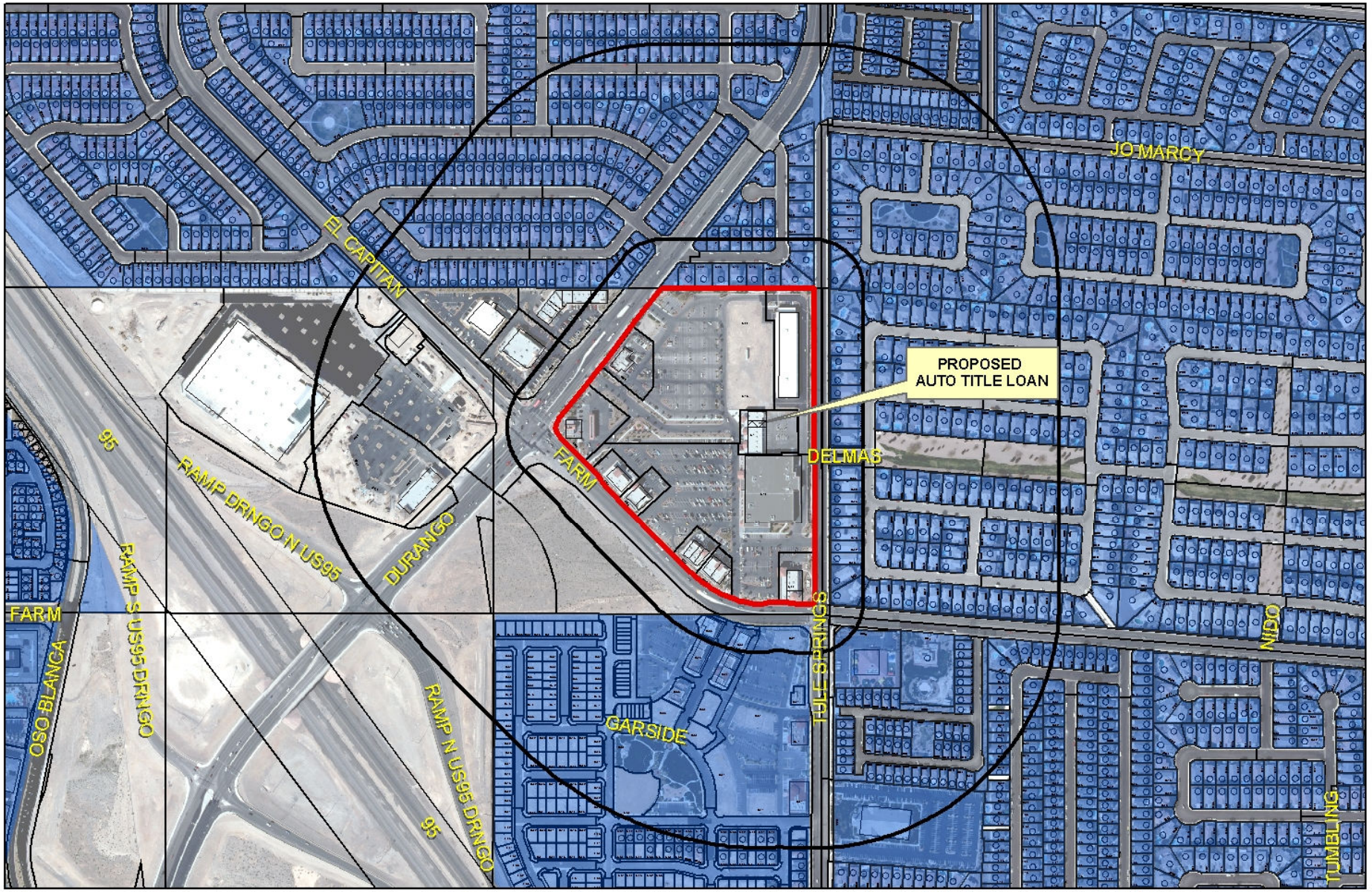
0 300 600 Feet

CASE: **SUP-40105**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Special Land Use Designation]

N



SUP-40105

PROPOSED
UTO TITLE LOAN

Financial Business Locations

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

Subject Property
Residential Property
200ft & 1000ft Buffer

0 340 680 1,360 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40105	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SUP-40105 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Title Loan use.

2. This approval shall be void two years from the date of final approval unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displayed for sale in the parking lot of the subject property without the appropriate permits.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for an Auto Title Loan use at 8414 Farm Road, #130. The application is accompanied with Waivers to allow a 127-foot distance separation from a residential use where 200 feet is required and to allow a 1,188 square-foot facility where a minimum 1,500 square-foot facility is required. Based upon the requested Waivers, denial of this request is recommended. If denied, the applicant may not operate an Auto Title Loan use from this location.

ISSUES

- A Special Use Permit is required to operate an Auto Title Loan use within the SC-TC (Service Commercial – Town Center) land use district.
- The Minimum Special Use Permit requirements for an Auto Title Loan use necessitate a 1,500 square foot facility and that such use be located more than 200 feet from residential property, for which the applicant has requested Waivers.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/07/98	The City Council approved a request for Rezoning from R-E (Residence Estates) to T-C (Town Center) as part of a larger request (Z-0076-98). The Planning Commission and staff recommended approval.
05/17/00	The City Council approved a Site Development Plan Review [Z-0076-98(14)] for a proposed 222,129 square foot shopping center at the northwest corner of Farm Road and Tule Springs Road. The Planning Commission and staff recommended approval.
02/09/04	Planning and Development Department staff administratively approved a Wireless Facility Review (SDR-19913) to allow a repeater facility consisting of one (1) donor antenna and one (1) panel antenna on the existing rooftop at 8414 Farm Road.
04/19/06	The City Council approved a Special Use Permit (SUP-10514) for a proposed 5,000 square foot Restaurant with a Drive-Through, a Special Use Permit for an 89,250 square foot, three story Mini Storage Facility, and a Site Development Plan Review (SDR-10505) for a proposed 153,650 square foot addition to an existing commercial center on 18.9 acres at the northeast corner of Farm Road and Durango Drive. The Planning Commission and staff recommended approval of all items.
12/16/10	The Planning Commission voted to hold this item in abeyance to the February 8, 2011 meeting.

01/25/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 18/mh).

Most Recent Change of Ownership	
05/06/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/21/02	A Building Permit #02004976 was issued for a Certificate of Completion for "Retail Shop Building 11" on the overall plan for Tule Springs Village Center. A final inspection was completed on 10/30/02. Individual Certificates of Occupancy for each suite in the completed building were to follow.
12/14/09	A Building Permit #151038 was issued for a 1,188 square foot tenant improvement, Suite 130. This permit received final inspection on 1/20/2010

Pre-Application Meeting	
10/04/10	The Minimum Special Use Permit requirements for an Auto Title Loan use in Town Center were discussed. The applicant was briefed on the Town Center requirements for a neighborhood meeting for applications requesting a Waiver from separation distance requirements.

Neighborhood Meeting	
12/07/10	Per Town Center Development Standards Section A.4.C, a Waiver of distance separation requirements within the Town Center Plan area requires a neighborhood meeting to be held in an area near the subject site. This meeting is scheduled for December 7th, 6:30 p.m. at the Centennial Hills Active Adult Center, 6601 North Buffalo Drive. A summary of the meeting was not available at the time of this staff report.

Field Check	
11/12/10	A field check was performed by staff with the following observations: • The subject site is located within a retail suite in a Shopping Center. • Both the subject site and the neighboring suite are currently unoccupied. • The site maintains an orderly appearance and is free of trash and debris. • The residential property is located to the rear of the Shopping Center and has no visual access to the proposed suite.

Details of Application Request	
Site Area	
Net Acres	0.98

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail/Commercial	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	Office/Retail/Commercial	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
South	Retail/Commercial/ Financial Institution, General	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
East	Single Family Residential	L (Low Density Residential)	R-PD4 (Residential Planned Development – 4 Units Per Acre)
West	Service Station without Automotive Repair	SC-TC (Service Commercial – Town Center)	T-C (Town Center)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		N
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		N
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 Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Auto Title Loan	1,188 SF	1:250	5				
TOTAL SPACES REQUIRED			5		948		Y
Regular and Handicap Spaces Required			4	1	915	33	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 200-foot minimum separation distance separation from Residentially zoned property.	To allow a 127-foot separation distance.	Denial
A minimum 1,500 square foot facility is required.	To allow a 1,188 square foot facility.	Denial

ANALYSIS

The applicant proposes to locate an Auto Title Loan use within the Town Center Master Plan Area, inside a 1,188 square foot retail suite at an existing 153,650 square-foot Shopping Center. Pursuant to the Town Center Development Standards Manual, an Auto Title Loan use in the SC-TC (Service Commercial – Town Center) land use district requires an approved Special Use Permit, and defers to the Minimum Special Use Permit Requirements listed in Title 19.04. The Auto Title Loan use, as proposed, does not meet all of the minimum Title 19 requirements. Specifically, the applicant has requested Waivers to allow the use to be located within a 127-foot separation distance where a 200-foot separation distance is required and to allow a 1,188 square foot facility where a minimum 1,500 square foot facility is required. Due to the required Waivers, staff recommends denial. If denied, the applicant may not operate the Auto Title Loan use from this location.

FINDINGS (SUP-40105)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Auto Title Loan use does not meet the Minimum Special Use Permit Requirements and cannot be conducted in a manner that is compatible with the surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of the proposed use, as is evident by the requested Waivers.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The Auto Title Loan use will attract a moderate increase in traffic to the site. Access to the subject site is from Tule Springs Road, a 60-foot street.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   If approved, the proposed use will not compromise the public health, safety, and welfare because the use will operate in compliance with applicable business licensing codes.

5. **The use meets all of the applicable conditions per Title 19.04.**

   Per Title 19.04, the Minimum Special Use Permit Requirements for an Auto Title Loan use mandate that the use not be located within 200 feet of residential property or that the use occurs within a building less than 1,500 square feet. Denial of this application is based upon the need for the accompanying waivers of these requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 526 (By City Clerk)

APPROVALS 0

PROTESTS 5

MH

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40105** APN: _____

Name of Property Owner: Farm Road Retail, LLC

Name of Applicant: _____

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☑ 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: Farm Road Retail, LLC

Print Name: Richard GORdon

Subscribed and sworn before me

This 27 day of Oct., 2010

Laura Groseth

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA GROSETH
No: 98-3646-1
My Appointment Expires July 1, 2014

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
OCT 28 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL USE PERMIT

Project Address (Location) 8414 FARM RD #130 LAS VEGAS NV

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 125-17-610-008 **Ward #** _____

General Plan: existing _____ **proposed** _____ **Zoning: existing** _____ **proposed** _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Farm Road Retail, LLC **Contact** Richard Gordon
Address 9408 Warm Waters **Phone:** 2204500 **Fax:** 2204900
City Las Vegas **State** NV **Zip** 89129
E-mail Address LGROSETH@hotmail.com

APPLICANT AACTION LOANS **Contact** MYRON LESSER
Address 4850 W. SUNSET **Phone:** 847 815-5888 **Fax:** 847 395 3875
City LAS VEGAS **State** NV **Zip** 89113
E-mail Address MLESSERENT@AOL.COM

REPRESENTATIVE MYRON LESSER **Contact** _____
Address 4850 W. SUNSET #110 **Phone:** 847 815 5888 **Fax:** 847 395 3875
City LAS VEGAS **State** NV **Zip** 89118
E-mail Address M.LESSERENT@AOL.COM

Property Owner Signature* Farm Road Retail, LLC
* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.
Print Name Richard Gordon

Subscribed and sworn before me
This 27 day of Oct., 20 10.
Laura Groseth
Notary Public in and for said County and State

Revised 10/27/08

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LAURA GROSETH
No: 98-3646-1
My Appointment Expires July 1, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-40105
Meeting Date:	12-16-10
Total Fee:	1030.00
Date Received:*	10-28-10
Received By:	FS

*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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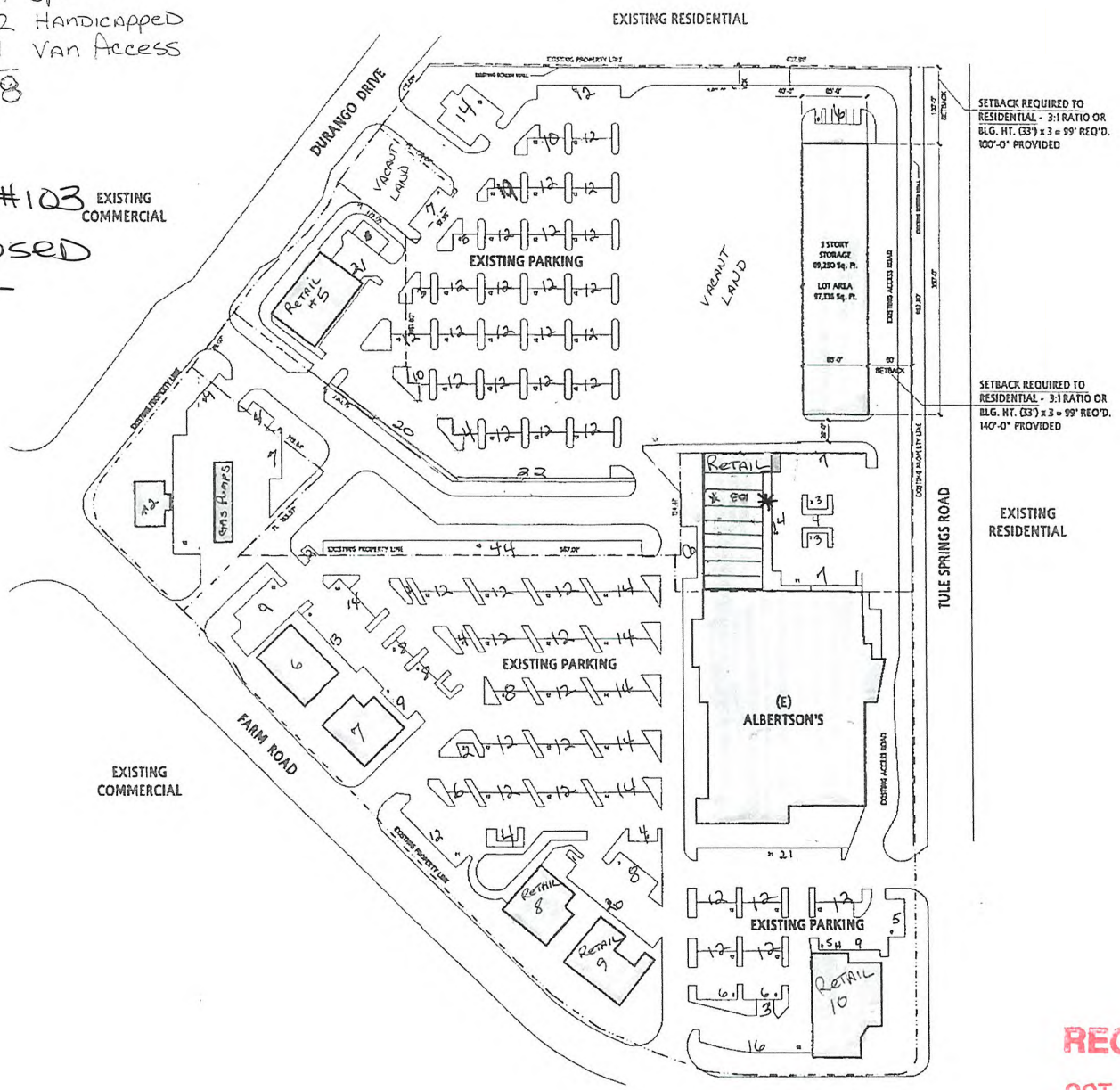
981 spaces
-22 HANDICAPPED
-11 Van Access
948

Suite #103 proposed unit



SITE DATA

SITE AREA: ±10 ACRES

EXISTING BLDG. AREAS		Parking Required
ALBERTSON'S	59,000 SQ. FT.	180 Spaces
SHOPS	10,920 SQ. FT.	44 Spaces
PAD-1	8,000 SQ. FT.	120 Spaces
PAD-2	5,000 SQ. FT.	20 Spaces
PAD-5	5,000 SQ. FT.	50 Spaces
PAD-6	2,075 SQ. FT.	9 Spaces
PAD 7	5,250 SQ. FT.	53 Spaces
		476 Spaces Required

PROPOSED BLDG. AREAS		Parking Required	Parking Provided
RETAIL	44,800 SQ. FT.	1 sp. per 250 s.f. = 180 Spaces	180 spaces
OFFICE	13,400 SQ. FT.	1 sp. per 300 s.f. = 52 Spaces	52 spaces
STORAGE	89,250 SQ. FT.	5 sp. plus 1/50 Units x 600 Units = 12 sp.	18 spaces
PAD 'A'	5,000 SQ. FT.	1 sp./ per 100 s.f. = 50 Spaces	50 spaces
TOTAL	153,650 SQ. FT.	TOTAL REQUIRED 300 Spaces	

PARKING DATA

REQUIRED PARKING (ORIG. ANALYSIS): 901 SPACES

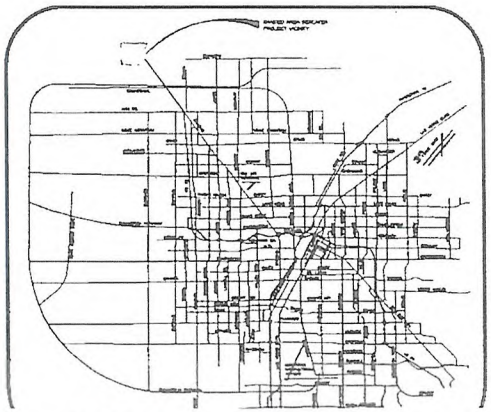
EXISTING PARKING (PER DRAWINGS): 916 STANDARD
22 HANDICAPPED
11 VAN ACCESSIBLE
948 TOTAL SPACES (*)

FINAL PARKING DATA

NUMBER OF SPACES REQUIRE FOR EXISTING USE - 546 SPACES
NUMBER OF SPACES REQUIRED FOR PROPOSED USE - 300 SPACES
TOTAL PARKING SPACES REQUIRED - 846 SPACES
TOTAL PARKING SPACES PROVIDED - 961 SPACES (*)

(*) MODIFIED PARKING DATA

EXISTING PARKING SPACES - 948 SPACES
EXISTING TO BE REMOVED - 75 SPACES
NEW PARKING SPACES - 88 SPACES
NEW TOTAL PARKING SPACES - 961 SPACES



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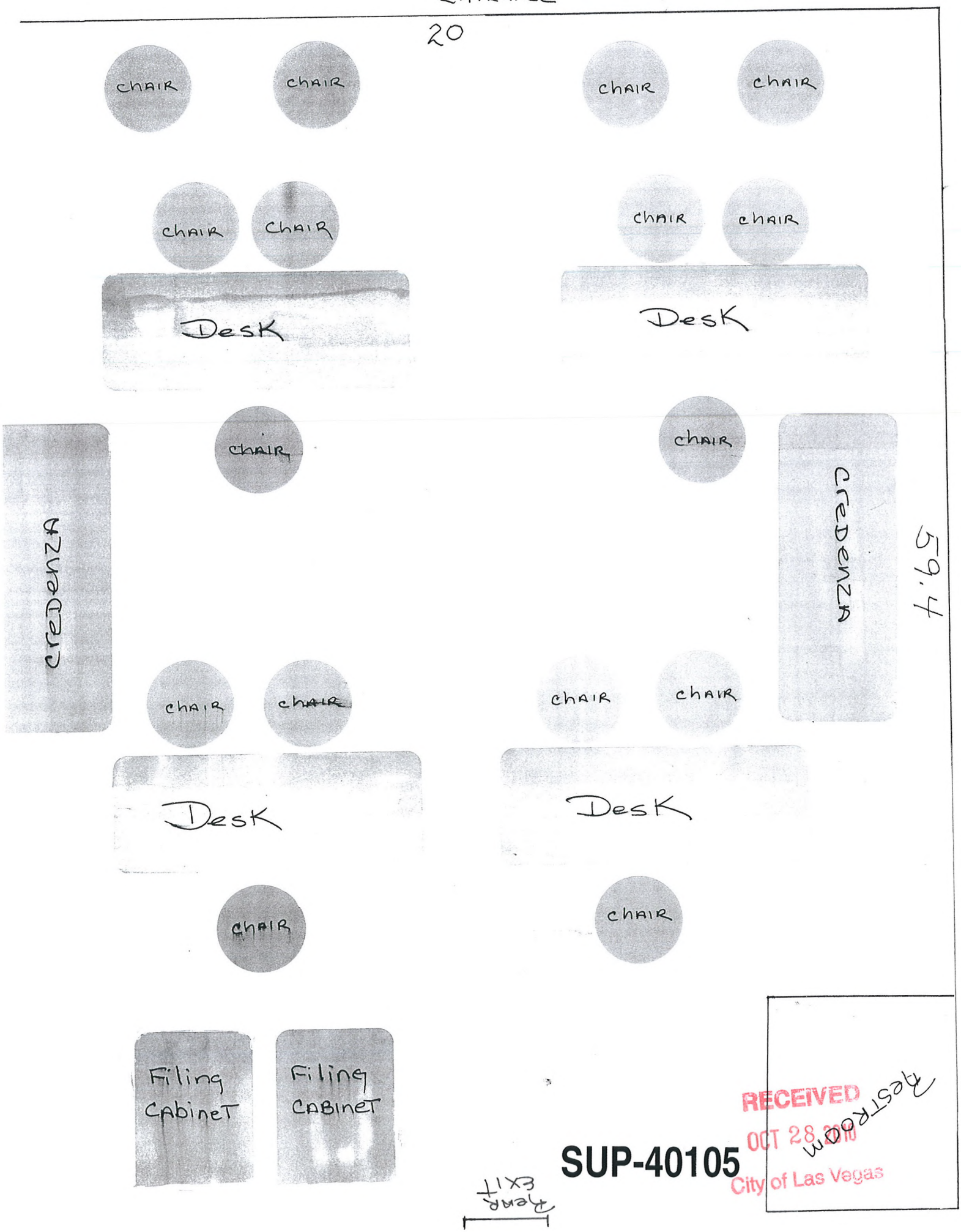
City of Las Vegas

SUP-40105



RECEIVED
OCT 28 2010
City of Las Vegas

SUP-40105



SUP-40105 - APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC
8414 FARM ROAD, SUITE #130

11/09/10



SUP-40105 - APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC
8414 FARM ROAD, SUITE #130

11/09/10



SUP-40105 - APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC
8414 FARM ROAD, SUITE #130

11/09/10



SUP-40105 - APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC
8414 FARM ROAD, SUITE #130

11/09/10



SUP-40105 - APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC
8414 FARM ROAD, SUITE #130

11/09/10



SUP-40105 - APPLICANT: AACTION LOANS - OWNER: FARM ROAD RETAIL, LLC
8414 FARM ROAD, SUITE #130

11/09/10

4850 West Sunset Road Suite #110 Las Vegas, Nevada 89118
Phone: 702-255-6700 Fax: 702-255-6710
PayDay Loans e-mail: aactionloans@aol.com *Title Loans*

October 28, 2010

City of Las Vegas
Planning & Development Dept.
731 So. 4th St.
Las Vegas, NV 89104

Re: AAction Loans
Proposed location 8414 Farm Rd # 130

Dear Romeo:

My intention is to open a third location for AAction Loans in the Las Vegas Area and the proposed location 8414 Farm Rd # 130 is the site I wish to open. My business provides Payday and Title Loans. I am inquiring about a waiver in regards to the 200 foot requirement for separation from residential and the 1,500 minimum space requirement for office space. Please review the following items listed below:

Existing locations:

1. 4850 W Sunset Rd # 110 LV NV 89118
2. 6910 So Rainbow # 105 LV NV 89118

Pending:

All licensing has been applied for and is pending approval from Planning

Operations once approved at 8414 Farm Rd # 130:

Employment for 2 to 3 employees
Office hours are 10am to 6pm Mon-Sat

Proposed location 8414 Farm Rd # 130 is under the required limit of 1,500 sq feet; however, it is located in a Retail Center of a major shopping center. The space at this time provides more than enough room for our needs with room to spare, as you can see by the floor plans. We are excited for the opportunity to add a store and create jobs in this area.

Thanking you in advance for your consideration in this matter.

Should you have any questions, please feel free to contact me at (847) 815-5888.

Sincerely,

Myron Lesser

Myron Lesser

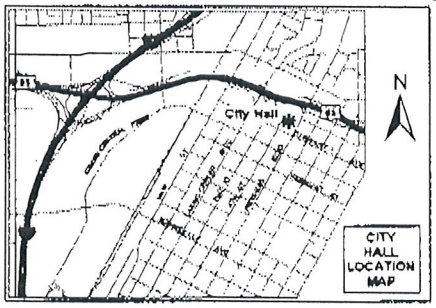
RECEIVED
OCT 28 2010
City of Las Vegas
SUP-40105

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 FEB03 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40105
City Council Meeting of 2/16/2011

This type of business draws unsavory characters.. The neighborhood is suffering enough with the addition of all the Section 8 types that have changed the quality of the area.

SLOSBERG FAMILY LIVING TRUST
SLOSBERG ROBERT I & SONJA P TRS
8208 IMPATIENTS AVE
LAS VEGAS NV 89131-4634

APN#12516212041

89 KRDCM11 89131

RECEIVED
CITY CLERK
2011 FEB -7 P 2:22

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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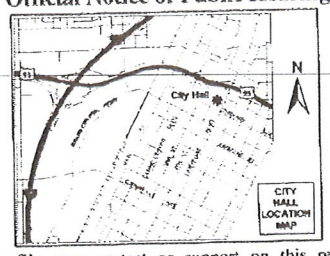

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City Council Meeting of 2/16/2011

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2011 FEB -7 A 7 04

STEWART KERRY
6312 FRITZEN AVE
LAS VEGAS NV 89131-4606

APN#12516210014

02/04/2011 FRI 18 43 [TX/RX

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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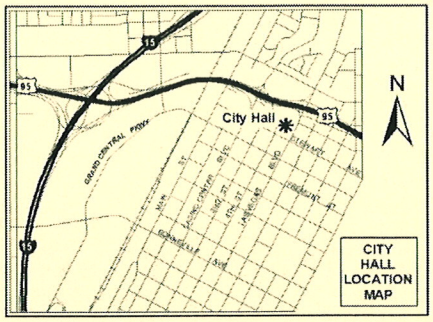

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SUP-40105
City Council Meeting of 2/16/2011

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2011 FEB -7 P 12

KRONENBERG GARY R
8316 BLUSHING HEIGHTS AVE
LAS VEGAS NV 89131-4610

APN#12516110007

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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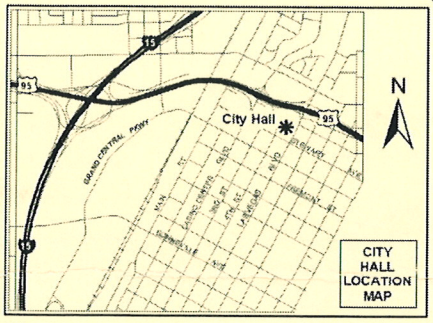

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SUP-40105
City Council Meeting of 2/16/2011

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2011 FEB -7 P

GIPSON FRED E & V N REV LIV TR
GIPSON FRED E & VIRGINIA N TRS
8212 IMPATIENTS AVE
LAS VEGAS NV 89131-4634

APN#12516212040

66 KRDGN11 89131

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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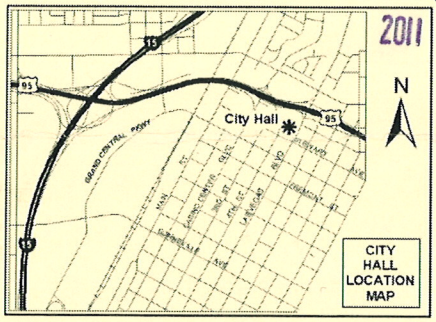

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40105
City Council Meeting of 2/16/2011

DELORTO JAMES & ANITA
8300 IMPATIENTS AVE
LAS VEGAS NV 89131-4617

APN#12516211041

66 KRDGN11 89131

NO. 4081 P.

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
FEB 04 2011
BY:

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PITNEY BOWES
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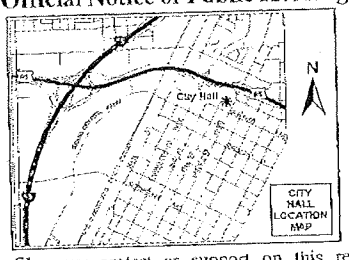

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40105

City Council Meeting of 2/16/2011

FARM MINI STORAGE PARTNERS L L C
%J MESERVEY
2990 S DURANGO DR
LAS VEGAS NV 89117-4412

APN#12517610016

RECEIVED
CITY CLERK
2011 FEB -7 P 2 05

18 KRDCN11 89117

FEB. 7. 2011 11:13AM

02/07/2011 MON 10 14 [TX/RX NO 8878] 001

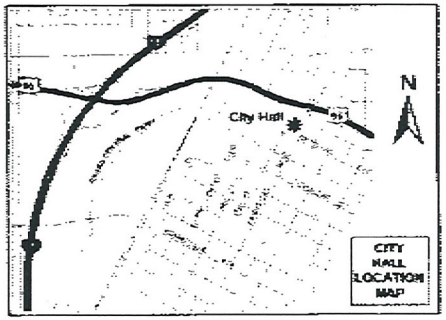
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

DEC-06-2010 11:05 PM WILSON 702 240 0905 P.01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40105

Planning Commission Meeting of 12/16/2010

PRESORTED FIRST CLASS

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DEC 07 2010

Case: SUP-40105

12517510004
WILSON WILLIAM M & JENNIFER K
8540 GRACIOUS PINE AVE
LAS VEGAS NV 89143-4610

JA0051 89143

22p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE
PITNEY BOWES
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DEC 03 2010
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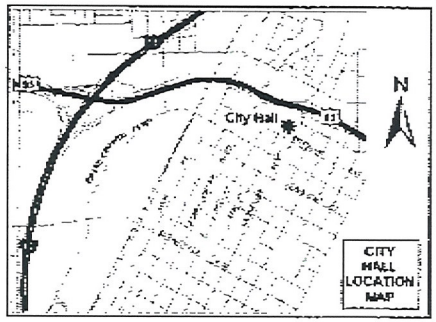

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40105
Planning Commission Meeting of 12/16/2010

Case: SUP-40105
12516210018
TAYLOR WILLIAM M
8301 FRITZEN AVE
LAS VEGAS NV 89131-4608

RECEIVED
DEC - 7 2010

22P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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FIRST CLASS

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PITNEY BOWES
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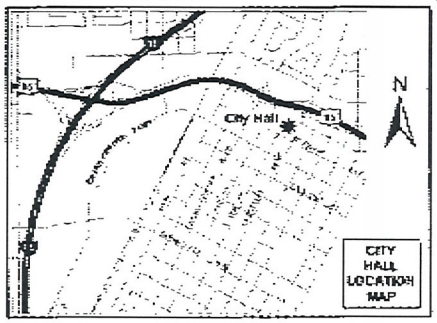

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SUP-40105

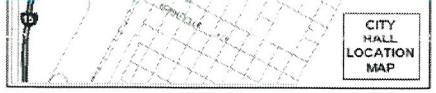
Planning Commission Meeting of 12/16/2010

Case: SUP-40105

12516210018
TAYLOR WILLIAM M
8301 FRITZEN AVE
LAS VEGAS NV 89131-4608

RECEIVED
DEC - 7 2010

22P



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40105

Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 08 2010

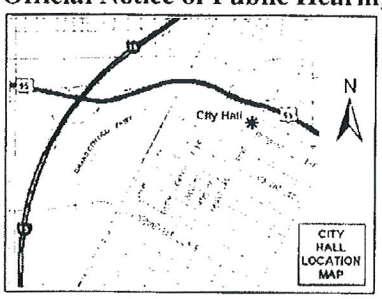
Case: SUP-40105

12516110007
KRONENBERG GARY R
8316 BLUSHING HEIGHTS AVE
LAS VEGAS NV 89131-4610

22P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40105

Planning Commission Meeting of 12/16/2010

RECEIVED
DEC 08 2010

Case: SUP-40105

12516210013
TINNEY J E FAMILY TRUST
8316 FRITZEN AVE
LAS VEGAS NV 89131-4608

228

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

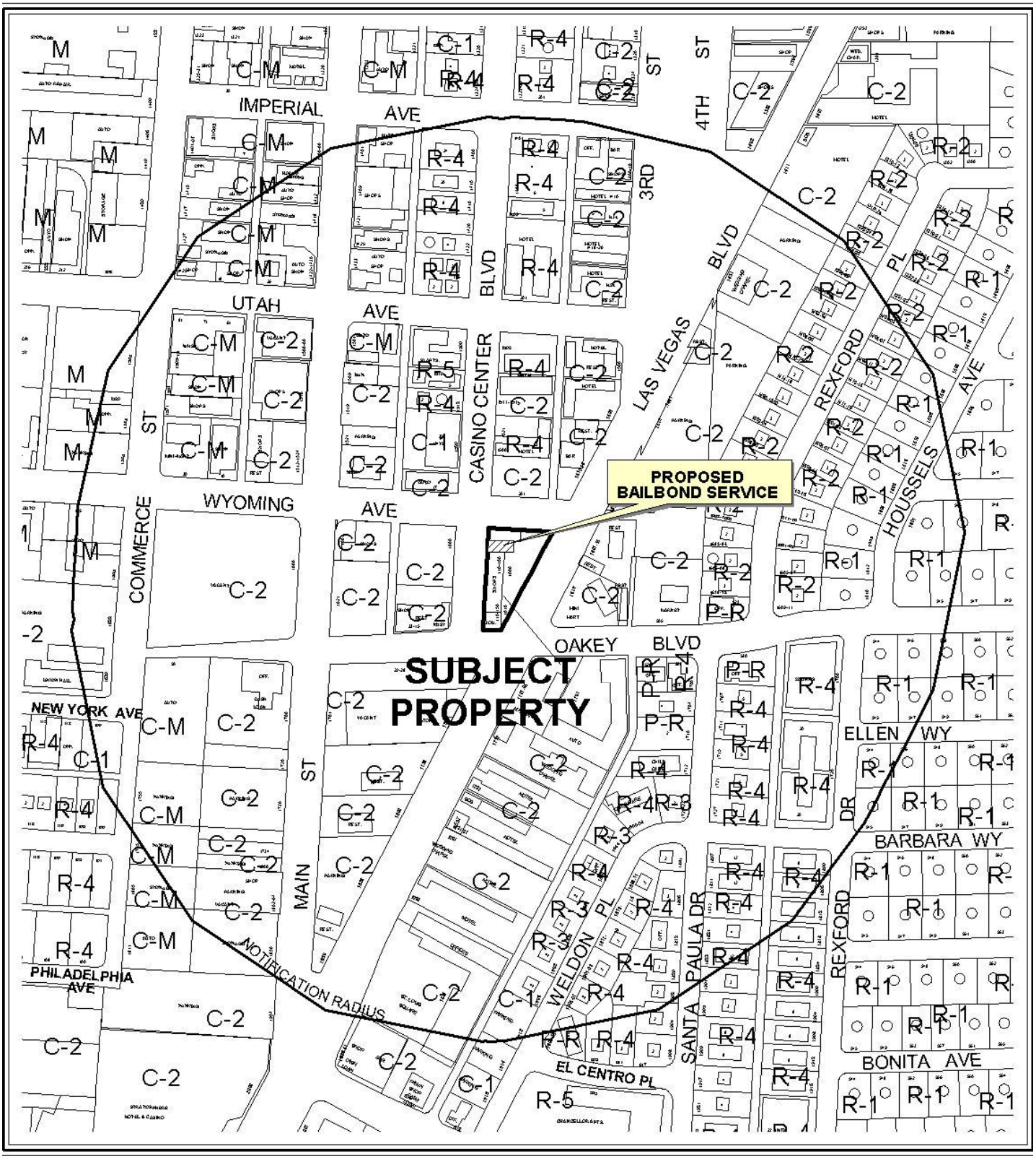
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40326 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: NO CITATIONS BAIL BONDS - OWNER: COOK LIVING TRUST - Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A 1,400 SQUARE-FOOT BAILBOND SERVICE at 1600 South Las Vegas Boulevard, Suite #140 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**10**	**Planning Commission Mtg.**	**0**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Appeal Letter Submitted by Doug Kuperman, Joel Guitierrez, and Nevada Brook Cook
6. Justification Letter
7. Protest Postcards
8. Backup referenced from the January 25, 2011 Planning Commission Meeting Item SUP-40326



0 300 600 Feet

CASE: **SUP-40326**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 300 600 Feet

CASE: **SUP-40326**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NO CITATIONS BAIL BONDS - OWNER: COOK LIVING TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40326	Staff recommends DENIAL.	

** CONDITIONS **

SUP-40326 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a BailBond Service use.

2. All signage must comply with the Las Vegas Boulevard Scenic Byway Overlay and be reviewed and approved by the Downtown Design Review Committee.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed Bailbond Service within an existing 1,400 square foot commercial space located at 1600 South Las Vegas Boulevard, Suite #140. The applicant is proposing to operate a Bailbond Service office at the subject location. Currently, the site consists of 13,822 square feet of multi-tenant spaces within a commercial center located within the Northern Strip Gateway of the Downtown Centennial Plan. Las Vegas Boulevard is the primary tourist commercial and entertainment-directed link between The Strip, Downtown and its varied Districts. The proposed Bailbond Service is not compatible or harmonious with the existing surrounding land uses or with the intended variety of uses for this district, and is located away from the courthouse facilities found in the Office Core District; therefore, staff is recommending denial of this request.

ISSUES

- A Bailbond Service is allowed in a C-2 (General Commercial) district with an approved Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/13/97	The City Council approved a request for the Off-Premise Sale of Package Liquor (U-0075-97) in conjunction with a proposed convenience store at 1616 South Las Vegas Boulevard, Suite #150.
04/06/05	The City Council denied a request for a Special Use Permit (SUP-6004) for a proposed liquor Establishment (Off Premise Consumption) to allow full liquor sales at 1616 South Las Vegas Boulevard. The Planning Commission recommended approval while Staff recommended denial of this request.
01/23/06	The City Council approved a request for a Special Use Permit (SUP-10144) for a proposed Bailbond Service at 1616 South Las Vegas Boulevard Suite #150. The Planning Commission and Staff recommended approval of this request. This was never acted upon.
08/13/09	The Planning Commission denied a request for a Special Use Permit (SUP-35053) for a proposed Bailbond Service at 1600 South Las Vegas Boulevard, Suite #150. Staff recommended denial.
01/25/11	The Planning Commission voted (6-1/gf) to deny this request (PC agenda Item 50/yk).
01/26/11	The applicant filed an appeal with the City Clerk's office. The item will be considered by the City Council on 02/16/11.

Most Recent Change of Ownership	
10/22/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/08/10	A Business License (F04-00504-5-149724) was issued for a flower shop at 1600 South Las Vegas Boulevard, Suite 140. The business was listed as out-of-business on 11/22/10.
07/09/10	A Business License (F04-00505-6-150743) was issued for a flower shop at 1600 South Las Vegas Boulevard, Suite 140. The business was listed as out-of-business on 11/22/10.

Pre-Application Meeting	
11/19/10	Staff reviewed the requirements for a Bailbond business at this location. The following issues were discussed: • The project is located on the Las Vegas Boulevard Scenic Byway and all signage would have to be reviewed and approved by the Downtown Design Review Committee. • That a previous Special Use Permit for a Bailbond business at this location was denied by the Planning Commission last year and that the conditions have not changed since then at this location. • That conditions in the area have not changed since the last request for a Bailbond Service was denied by City Council.

Neighborhood Meeting
No Neighborhood meeting was required, nor was one held.

Field Check	
12/14/10	Staff conducted a site visit and found an active strip mall. The suite proposed for the Bailbond business was vacant. The mall had several non-permitted signs with a new non-permitted sign in progress of being painted. All though the site is a non-conforming parking site, the lack of parking was noticeable during staff's visit with ingress and egress being problematic.

Details of Application Request	
Site Area	
Gross Acres	0.56

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Multi-Tenant/ Commercial	C (Commercial)	C-2 (General Commercial)
North	Parking Lot	C (Commercial)	C-2 (General Commercial)
South	Multi-Tenant/ Commercial	C (Commercial)	C-2 (General Commercial)
East	Convenience Store /Restaurant	C (Commercial)	C-2 (General Commercial)
West	Vacant Motel/ Restaurant	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District 200-Feet	X		Y
Las Vegas Boulevard Scenic Byway Overlay District	X		N/A
Downtown Design Review Committee Overlay	X		N/A
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Oakey Boulevard	Secondary Collector	Master Plan of Streets and Highways	80	Y
Wyoming Avenue	Secondary Collector	Master Plan of Streets and Highways	80	

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Bailbond Service	1,400 Square Feet	1:300	5				
Retail	6,750 Square Feet	1:175	39				
Wedding Chapel	3,272 Square Feet	1:150	22				
Second Hand Dealer	1,250 Square Feet	1:250	5				
General Personal Service	1,200 Square Feet	1 per Chair	4				
TOTAL SPACES REQUIRED			75		31		N
Regular and Handicap Spaces Required			72	3	29	2	N
Loading Spaces	13,872 Square Feet	2 per 10,000 – 29,999 S.F.	2		0		N

Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements.

ANALYSIS

This is a request for a Special Use Permit for a Bailbond Service office within an existing 13,822 square foot multi-tenant commercial center located at 1600 South Las Vegas Boulevard. Currently, the site consists of 13,822 square feet of multi-tenant spaces within a commercial strip center. The parcel is located within the Northern Strip Gateway of the Downtown Centennial Plan, Las Vegas Redevelopment Plan, Airport Overlay, Las Vegas Boulevard Scenic Byway and the Downtown Design Review Committee Overlay. This request will have no direct impact on these overlays or plans. Las Vegas Boulevard is the primary tourist commercial and entertainment-directed link between The Strip, Downtown and its varied Districts. The proposed use as a Bail Bond Service requires a Special Use Permit within the C-2 (General Commercial) zone. However, the use would best be located further north closer to the proximity of the judicial facilities.

Parking at the subject site was previously adequate, however, based on current Title 19 standards for onsite parking requirements per the various uses at the center the subject site is parking impaired. The Downtown Centennial Plan does not require projects to automatically adhere to the parking standards in Title 19 and thus this site will remain as a non-conforming, parking impaired site.

Staff recommends denial.

FINDINGS

The following findings must be made for a Special Use Permit:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The proposed Bailbond Service is not compatible or harmonious with the City's goal to maintain Las Vegas Boulevard as a primarily tourist commercial area, and a Bailbond Service is not compatible with this goal.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The site is physically suitable for the type and intensity of land use proposed as this area is designated for this and other similar type uses.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."**

   Access to the site is via driveways from Las Vegas Boulevard which is a 100-foot wide Primary Arterial and Wyoming which is a local secondary collector, according to the Master Plan of streets and Highways.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

   The proposed BailBond Service would be subject to inspections and would therefore not compromise public health and safety.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use will adhere to all conditions per Title 19.04 for a Bailbond Service use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 164 (By City Clerk)

APPROVALS 0

PROTESTS 10

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED NOV 30 2010

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40326** APN: 162-03-210-058

Name of Property Owner: Nevada Brooks Cook

Name of Applicant: No Citations Bail Bond LLC

Name of Representative: Joel Gutierrez Doug Tyeamm

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: Nevada Brooks Cook

Print Name: NEVADA Brooks Cook

Subscribed and sworn before me

This 30 day of November, 2010

Notary Public in and for said County and State

ANGELINA CASSARO
Notary Public, State of Nevada
Appointment No. 10-1819-1
My Appt. Expires Mar. 1, 2014

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

RECEIVED NOV 30 2010

Case Number: **SUP-40326** APN: 162-03-210-058

Name of Property Owner: Porsyne Brooks

Name of Applicant: Nocitations Bail Bonds LLC

Name of Representative: Joel Gutierrez Doug Kuperman

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: Porsyne Brooks

Print Name: Porsyne Brooks

Subscribed and sworn before me

This 22 day of November, 20 10

Angelina Cassaro

Notary Public in and for said County and State

ANGELINA CASSARO
Notary Public, State of Nevada
Appointment No. 10-1819-1
My Appt. Expires Mar. 1, 2014

PLANNING & DEVELOPMENT DEPARTMENT

NOV 30 2010

APPLICATION / PETITION FORM

Application/Petition For: Bail Bond Service

Project Address (Location) 1600 South Las Vegas Blvd #140

Project Name No citations Bail Bonds **Proposed Use** Bail Bonds

Assessor's Parcel #(s) 162-03-210-058 **Ward #** 3 Reese

General Plan: existing C proposed ~~No change~~ **Zoning:** existing C-2 proposed No Change Proposed

Commercial Square Footage 1400 sf **Floor Area Ratio** 1282 sf

Gross Acres .56 **Lots/Units** _____ **Density** _____

Additional Information Current Parking Requirements are exceeded

PROPERTY OWNER Cook Living Trust / Herd Properties **Contact** Nevada Brook Cook

Address 3286 Brentwood St **Phone:** _____ **Fax:** _____

City Las Vegas **State** NV **Zip** 89121

APPLICANT No citations Bail Bonds **Contact** Joel Gutierrez

Address 1600 S Las Vegas Blvd #140 **Phone:** 581-6073 **Fax:** _____

City Las Vegas **State** NV **Zip** 89104

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

Property Owner Signature* Nevada Brook Cook

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name NEVADA Brooks Cook

Subscribed and sworn before me

This 30 day of November, 20 10.

Notary Public in and for said County and State

ANGELINA CASSARO
Notary Public, State of Nevada
Appointment No. 10-1819-1
My Appt. Expires Mar. 1, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP - 40326
Meeting Date:	1.25.11
Total Fee:	$1,030
Date Accepted:	11.30.10
Accepted By:	JFA

*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.

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED NOV 30 2010

APPLICATION / PETITION FORM

Application/Petition For: Bailbond Service

Project Address (Location) 1600 South Las Vegas Blvd #140

Project Name Nocitations Bail Bonds **Proposed Use** Bail Bonds

Assessor's Parcel #(s) 162-03-210-058 **Ward #** 3 -Reese

General Plan: existing C proposed No Change **Zoning:** existing _____ proposed No Change Proposed

Commercial Square Footage 1400 ¢ **Floor Area Ratio** 1282 sf

Gross Acres .56 **Lots/Units** _____ **Density** _____

Additional Information Current Parking Requirent are exceeded.

PROPERTY OWNER Cook Living Trust / Herd Properties LLC **Contact** Robyne Brooks

Address 3286 Brentwood St **Phone:** (702) 498-4800 4588029 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89121

E-mail Address ACASSARO@tpglv.net

APPLICANT Nocitations Bail Bonds **Contact** Joel Gutierrez

Address 1600 South Las Vegas Blvd #140 **Phone:** 5811673 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89104

E-mail Address Joel@Nocitations.com

REPRESENTATIVE Same as Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Robyne Brooks

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robyne Brooks

Subscribed and sworn before me

This 22 day of November, 20 10.

Angelina Cassaro

Notary Public in and for said County and State

ANGELINA CASSARO
Notary Public, State of Nevada
Appointment No. 10-1819-1
My Appt. Expires Mar. 1, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-40326
Meeting Date:	1.25.11
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Received By:	JFA

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

GENERAL NOTES

GENERAL NOTES AND INSTRUCTIONS

1. Definitions:
   a. Architect/Engineer: The entity who is responsible for design and whose name appears on the Contract Documents.
   b. Definitions are defined in the AIA A 205 - 2007 General Conditions and as supplemented in the Contract Documents.
2. The drawings and specifications are prepared to show the design intent for the construction of the project. The Architect's interpretation of the Contract Documents is final.
   a. In the event of a conflict between drawings or drawings and specifications, submit a written request for information or clarification prior to construction of the work. The Architect's written response is final.
   b. Deviations are not permitted from the drawings or specifications without prior written approval from the Architect.
3. Although every effort is made, absolute accuracy of data indicated on the drawings or specifications is not warranted. The contract documents may inadvertently represent incorrect data or may contain errors, omissions, inconsistencies, code violations, and improper use of materials. Upon written notification or identification, incorrect data, errors, inconsistencies, code violations, and improper use of materials will be corrected.
   a. Under the provisions of the General Conditions, carefully study and compare the drawings and specifications. Immediately report in writing discrepancies, inconsistencies, errors, omissions, code violations, and improper use of materials to Architect.
   b. Require each subcontractor to carefully study and compare the drawings and specifications and report in writing any discrepancies, inconsistencies, errors, omissions, code violations, and improper use of materials to the Contractor.
   c. Resolve each reported discrepancy, inconsistency, error, omission, code violation, and improper use of materials prior to commencement of the work.
   d. Work performed prior to receipt of instructions or clarifications from the Architect is performed at the Contractor's or its subcontractor's own risk.
   e. Upon discovery of a discrepancy in the drawings or specifications, estimate the more expensive materials and labor, unless a clarification or additional defining information has been requested of the Architect.
4. Dimension Format:
   a. Use only written dimensions for contraction.
   b. Dimensions for stud partitions are to face of stud unless otherwise noted.
   c. Dimensions are to rough construction unless otherwise noted.

GENERAL REQUIREMENTS OF THE CONTRACTOR

5. Supervise and direct the work, be responsible for means, methods, techniques, sequences, and procedures. Coordinate work indicated in the Contract Documents. Provide adequate number of skilled workmen who are thoroughly trained and experienced in their trades, and who are familiar with specified and reasonably implied requirements necessary for the proper performance of the work.
6. Perform work shown or noted on the drawings in strict compliance with, or exceeding, local, state, and federal minimum standards of authorities having jurisdiction. Comply with the International Building Code 2006, International Mechanical Code, International Plumbing Code, and International Electrical Code, applicable edition, as adopted by Clark County and the City of Las Vegas, North Las Vegas, Henderson (as applicable).
7. Be familiar with the drawings and specifications of various building systems. Information shown on one document may represent information relative to other documents.
8. Become familiar with existing job site and construction conditions and accept conditions as they exist.
9. Investigate, verify, and be responsible for conditions at the site. Immediately notify Architect of conditions conflicting with the Contract Documents prior to proceeding with the work.
10. Field verify dimensions and notify the Architect of errors, omissions, or discrepancies prior to commencement of the work.
11. Be responsible for accuracy of the building lines and levels and careful comparison of the lines and levels shown on the drawings with existing site conditions. Immediately notify Architect of discrepancies prior to commencement of the work.
12. Request a clarification from the Architect if uncertain of requirements of the drawings and specifications. Be responsible to correct conditions constructed in error at Contractor's expense. Be responsible for expenses and repair of resulting damage or defects to the work or property of others caused by Contractor or subcontractor error.
13. Obtain permits and pay related costs and fees unless otherwise indicated in the Contract Documents.
14. Do not perform any portion of the work requiring submittal of a shop drawing, sample, or product data until submittal has been reviewed by the Architect. The author or responsible party for each submittal is required to ensure the accuracy of the data and for its compliance with the design intent and specifications of the contract documents. Each submittal shall bear the Contractor's review stamp and reviewer's signature.
15. Confine operations at the site to the areas limited by law, ordinances, permits, and the Contract Documents. Do not encumber the site with materials or equipment.
16. Maintain the site in clean, orderly condition, free of debris and litter. Remove trash and debris on a daily basis.
17. Store and protect materials kept on the site to prevent damage and deterioration in accordance with the requirements of the related specification section. Failure to protect materials and equipment may be cause for rejection of the work. Use of materials damaged due to improper handling, storage, or protections is prohibited.
18. Perform cutting and patching as required to join the work. Do not unnecessarily endanger the work or adjacent work by cutting.
   a. Perform cutting, patching, repair, or replacement of materials, surface, and equipment damaged in the execution of the work with appropriate and like materials. Restore surfaces to original or required fire ratings. Upon completion, surrounding surfaces shall blend and match.
19. Provide protection for the site and to the work. Protect adjacent properties from damage due to the work. Erect and maintain protections to prevent the public, animals, and others from gaining access to the site as required by governing authorities.
20. Use only new materials of grades and types specified unless otherwise noted. Warrant work and materials as stated in the General Conditions and as required by Nevada State Statute. Provide for a correction period of minimum 1 year from the Date of Substantial Completion as stated in the General Conditions.
21. Protect new and existing equipment and construction. Maintain until accepted by Owner. Immediately repair or replace damaged equipment and construction to the satisfaction of the Architect at Contractor's expense.
22. Maintain as built drawings and specifications at the site indicating variations from the Contract Documents or unidentified or unknown conditions. Provide record documents at project closeout.
23. Safety programs and precautions for the project are the Contractor's responsibility.
24. Schedule the work to minimize disruptions.
25. Notify the Architect and Owner minimum 72 hours prior to disruption to existing utility services.
26. Secure the site at the end of each work day.

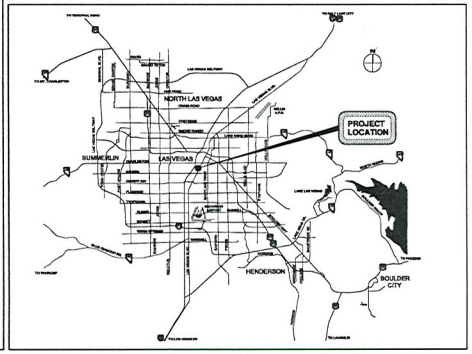
SHEET INDEX

SHEET	DESCRIPTION
COVER SHEET	GENERAL NOTES, SHEET INDEX, PROJECT DIRECTORY, SYMBOL LEGEND, VICINITY MAP, DESIGN CODE ANALYSIS AND EXISTING SITE PLAN
	ARCHITECTURAL
ADA01	ADA DETAILS
A2.01	EXITING PLAN, FLOOR PLAN, WALL TYPES AND DETAILS
A2.02	REFLECTED CEILING & FINISH FLOOR PLAN AND TYPICAL CEILING DETAILS
A6.01	DOOR SCHEDULE, ROOM FINISH SCHEDULE, FINISH MATERIAL SCHEDULE, DOOR & FRAME TYPES, DOOR DETAILS AND MISCELLANEOUS DETAILS
	MECHANICAL/PLUMBING
M-1	MECHANICAL HVAC PLAN AND NOTES
	ELECTRICAL
E-1	POWER AND LIGHTING PLAN

SYMBOL LEGEND

CONSTRUCTION DOCUMENTS SYMBOL	LOCATION	USE
1 / A2.00 SECTION NUMBER / SHEET NUMBER	PLANS & ELEVATIONS SECTIONS	FULL BUILDING SECTION WALL SECTIONS
1 / A3.00 DETAIL LETTER / SHEET NUMBER	PLANS & ELEVATIONS SECTIONS	
A / A2.00 ELEVATION LETTER / SHEET NUMBER	PLANS	EXTERIOR ELEVATIONS
+100.00' ELEVATION TARGET	AT TOP OF SLAB OR HEIGHT	VERTICAL HEIGHTS
HANDICAP ACCESS SYMBOL	PLANS	HANDICAP SPECIFIC AREAS
1 CONSTRUCTION NOTE	PLANS & ELEVATIONS	KEYNOTES
1 REVISION NOTE	SECTIONS PLANS & ELEVATIONS	
OPEN OFFICE 106 ROOM NAME / ROOM NUMBERS	PLANS SECTIONS	

VICINITY MAP



PROJECT DIRECTORY

CLIENT
NO CITATIONS
1600 LAS VEGAS BLVD. SOUTH, SUITE #140
LAS VEGAS, NV 89104

(TEL) (702) 366-1616
(FAX) (702) 873-8366
(E-MAIL)

DOUG KUPERMAN
OWNER

ARCHITECT
VEDELAGO PETSCH ARCHITECTS
3535 EXECUTIVE TERMINAL DRIVE STE.310
HENDERSON, NEVADA 89052

(TEL) (702) 951-0300
(FAX) (702) 951-0302
(E-MAIL) mpetsch@vpa-lv.com

MARK S. PETSCH, AIA
PRINCIPAL-IN-CHARGE

MECHANICAL AND PLUMBING ENGINEER
AIR DESIGN SYSTEMS
4125 WEST BELL
LAS VEGAS, NEVADA 89118

(TEL) (702) 736-7772
(FAX) (702) 647-1254
(E-MAIL) bobf@aircleandsystemsnv.net

BOB FRICHTEL
PROJECT MANAGER

ELECTRICAL ENGINEER
XL ELECTRIC LLC
4994 E. CARTIER AVE.
LAS VEGAS, NEVADA 89115

(TEL) (702) 632-0892
(FAX) (702) 632-0639
(E-MAIL) fparnell@excelelectricllv.com

FOSTER PARNELL
PROJECT MANAGER

DESIGN CODE ANALYSIS

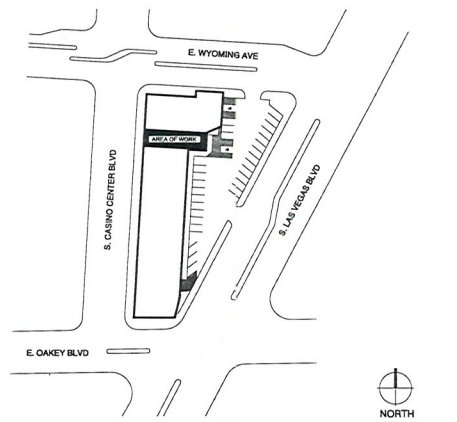
PROJECT DESCRIPTION
SCOPE OF WORK CONSISTS OF TENANT IMPROVEMENTS TO SUITE 140

APN # 162-03-210-008

NOTE:
THE STREET ADDRESS 1600 LAS VEGAS BLVD. SOUTH AND 1616 LAS VEGAS BLVD. SOUTH SHARE THE SAME APN #162-03-210-008

ZONING	C-2
MUNICIPALITY	CITY OF LAS VEGAS
CODE EDITION	2006 IBC FIRST PRINTING 2006 UMC W/ LOCAL AMENDMENTS 2006 UPC W/ LOCAL AMENDMENTS 2006 IECC W/ LOCAL AMENDMENTS 2005 UEC W/ LOCAL AMENDMENTS 2006 UFC W/ LOCAL AMENDMENTS
OCCUPANCY	B
OCCUPANCY SEPARATION	NOT REQUIRED - TABLE 508.3.3
TYPE OF CONSTRUCTION	TABLE 601: V-B, NON-SPRINKLERED, AS INDICATED ON FILE @ CITY OF LAS VEGAS
ACTUAL SCOPE OF WORK AREA:	1276 S.F.
HEIGHT - TABLE 503	
ALLOWABLE:	2 STORY - 40'-0" MAX. (SECTION 504)
ACTUAL:	1 STORY - EXISTING HEIGHT TO REMAIN
OCCUPANT LOAD	14, SEE EXITING ANALYSIS - SHEET 1/A2.01

EXISTING SITE PLAN



EXISTING SITE PLAN
SCALE: NOT TO SCALE
1 / COVER

SEAL:

Tenant Improvement
NO CITATIONS

RECEIVED
NOV 30 2010

1600 LAS VEGAS BLVD. SOUTH, SUITE #140
Las Vegas, Nevada 89104

November 08, 2010
100% Construction Document Submittal
Project # 2010118

CONSULTANTS:

MECHANICAL - PLUMBING ENGINEER

AIR Design Systems
4125 West Bell
Las Vegas, NV 89118
Phone: (702) 736-7772
Fax: (702) 647-1254

ELECTRICAL ENGINEER

XL Electric, LLC
4994 E. Cartier Ave.
Las Vegas, NV 89115
Phone: (702) 632-0832
Fax: (702) 632-0639

V E D E L A G O P E T S C H A R C H I T E C T S, I N C.
3535 Executive Terminal Dr. Ste. 310 Henderson, Nevada 89052 P:702-951-0300 F:702-951-0302

PROJECT NO: 2010118

SET NO:

Vedelago Petsch AIA architects
3535 Executive Terminal Dr. Suite 310 Henderson, Nevada 89052 Phn (702)951-0300 Fax (702)951-0302

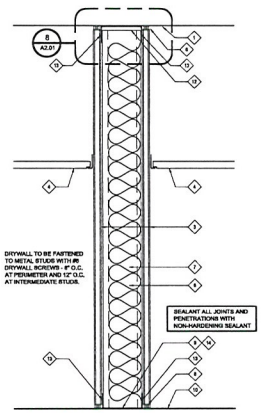
SUP-40326

LIMITING WALL HEIGHT TABLE
(INTERIOR NON-STRUCTURAL COMPOSITE)

STUD WIDTH	STUD MEMBER (S)	STUD SPACING	ALLOWABLE DEFLECTION AT 5 psf	PARTITION TWO LAYERS
20 GAUGE STUD (.0346 min.)				
1 5/8"	162S125-33	16"	L/240	8'-8"
	162S125-33	24"	L/240	8'-8"
2 1/2"	250S125-33	16"	L/240	12'-10"
	250S125-33	24"	L/240	11'-7"
3 5/8"	362S125-33	16"	L/240	18'-0"
	362S125-33	24"	L/240	14'-8"
4"	400S125-33	16"	L/240	18'-4"
	400S125-33	24"	L/240	16'-5"
6"	600S125-33	16"	L/240	24'-6"
	600S125-33	24"	L/240	21'-7"
18 GAUGE STUD (.0451 min.)				
2 1/2"	250S125-43	16"	L/240	14'-6"
	250S125-43	24"	L/240	13'-8"
3 5/8"	362S125-43	16"	L/240	19'-6"
	362S125-43	24"	L/240	19'-3"
4"	400S125-43	16"	L/240	19'-8"
	400S125-43	24"	L/240	17'-2"
6"	600S125-43	16"	L/240	28'-3"
	600S125-43	24"	L/240	25'-3"
8"	800S125-43	16"	L/240	34'-4"
	800S125-43	24"	L/240	30'-8"
16 GAUGE STUD (.0566 min.)				
3 5/8"	362S125-54	16"	L/240	19'-7"
	362S125-54	24"	L/240	17'-8"
4"	400S125-54	16"	L/240	21'-11"
	400S125-54	24"	L/240	18'-10"
6"	600S125-54	16"	L/240	30'-0"
	600S125-54	24"	L/240	27'-0"
8"	800S125-54	16"	L/240	36'-8"
	800S125-54	24"	L/240	32'-8"

NOTES:

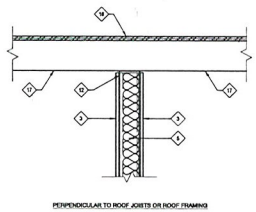
1. TABLE BASED ON STEEL STUD MANUFACTURERS ASSOCIATION (SSMA) PRODUCT STANDARDS
2. SSMA PRODUCTS COMPLY WITH INTERNATIONAL BUILDING CODE, SEE ICBO ES EVALUATION REPORT NO. 4943-P

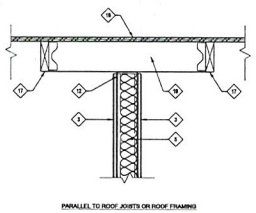


FIRE RATING		STUDS	SOUND RATING
NON RATED	A	2 1/2" STUDS AT16" O.C.	NONE
	B	2 1/2" STUDS AT 16" O.C.	STC RATED 50-54. SOUND ATTENUATION-FULL HT.
	C	3 5/8" STUDS AT 16" O.C.	NONE
	D	3 5/8" STUDS AT 16" O.C.	STC RATED 50-54. SOUND ATTENUATION-FULL HT.
	E	6" STUDS AT 16" O.C.	NONE
	F	6" STUDS AT 16" O.C.	STC RATED 00-54. SOUND ATTENUATION-FULL HT.
	G	6" STUDS (18 GAUGE) AT 16" O.C.	STC RATED 50-54. SOUND ATTENUATION-FULL HT.

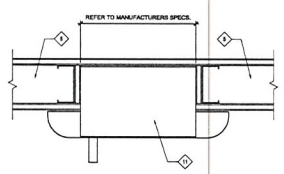
ALL STUDS TO BE 20 GAUGE UNLESS NOTED OTHERWISE

WALL TYPE 1
SCALE: NOT TO SCALE
17 / A2.01

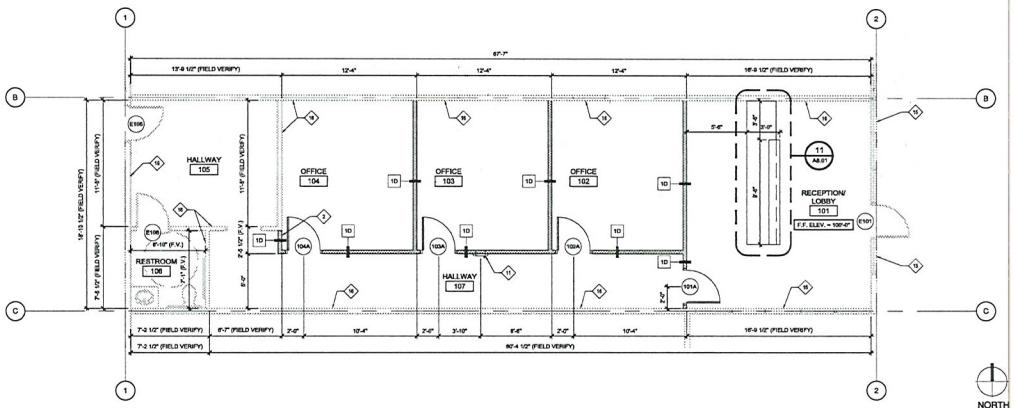




TYPICAL HEAD CONNECTION TO STRUCTURE
SCALE: 1 1/2"=1'-0"
8 / A2.01



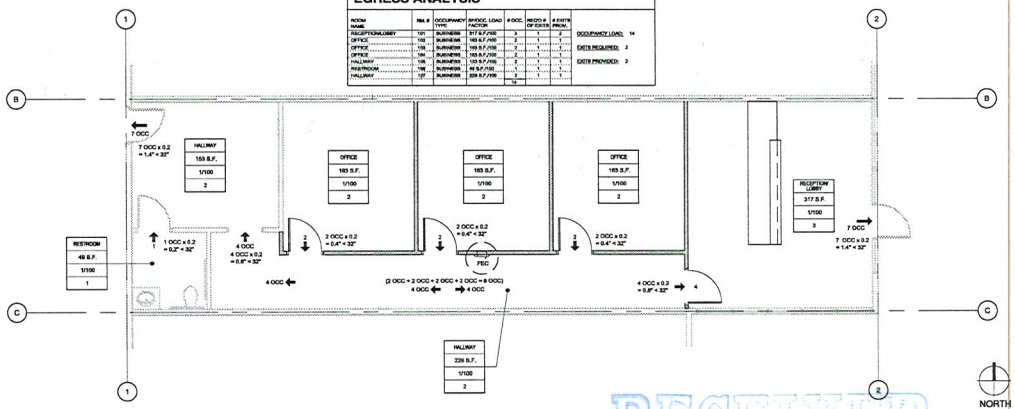
FIRE EXTINGUISHER CABINET
SCALE: 3"=1'-0"
4 / A2.01



FLOOR PLAN
SCALE: 1/4"=1'-0"
2 / A2.01

EGRESS ANALYSIS

ROOM NAME	RM.#	OCCUPANCY TYPE	SF/OCC. LOAD FACTOR	# OCC.	REQ'D # OF EXITS	# EXITS PROV.	
RECEPTION/LOBBY	101	BUSINESS	317 S.F./100	3	1	2	OCCUPANCY LOAD: 14
OFFICE	102	BUSINESS	183 S.F./100	2	1	1	
OFFICE	103	BUSINESS	183 S.F./100	2	1	1	EXITS REQUIRED: 2
OFFICE	104	BUSINESS	183 S.F./100	2	1	1	
HALLWAY	105	BUSINESS	163 S.F./100	2	1	1	EXITS PROVIDED: 2
RESTROOM	106	BUSINESS	49 S.F./100	1	1	1	
HALLWAY	107	BUSINESS	229 S.F./100	2	1	1	



EXITING PLAN
SCALE: 1/4"=1'-0"
1 / A2.01

KEYNOTES

1. UNDERSIDE OF FLOOR, CEILING OR ROOF DECK
2. ALIGN FACE OF NEW STUD WALL ALONG WITH EXISTING WALL
3. 5/8" GYPSUM BOARD
4. CEILING AS SCHEDULED - REFER TO REFLECTED CEILING PLANS
5. PARTITION WALL AS SCHEDULED
6. ACOUSTICAL SEALANT WHERE ACOUSTICAL ASSEMBLY REQUIRED AS SCHEDULED BELOW
7. METAL STUDS AS SCHEDULED BELOW
8. SOUND ATTENUATION BLANKETS AS SCHEDULED BELOW
9. METAL FLOOR TRACK
10. CONCRETE FLOOR SLAB
11. FIRE EXTINGUISHER AND CABINET
12. 2" LEG METAL SLOTTED SLIP TRACK TO MATCH STUD SIZE & GA. ATTACH TO WOOD BLOCKING OR JOIST WITH (2) #8 x 1 1/2" WOOD SCREWS AT 16" O.C.
13. ATTACH STUDS TO TRACK WITH #8 SCREW EACH SIDE
14. ATTACH TRACK TO EXISTING FLOOR SLAB WITH (1) HILTI X-U x 1 1/4" EMBED LVFS @ 16" O.C. AT INTERIOR STUDS
15. EXISTING STOREFRONT SYSTEM TO REMAIN, NO WORK
16. EXISTING STUD WALL TO REMAIN, PATCH AND REPAIR AS NECESSARY. REPLACE EXISTING FINISH PER FINISH SCHEDULE
17. EXISTING ROOF JOIST OR ROOF FRAMING
18. EXISTING ROOF SHEATHING
19. 2X8 BLOCKING @ 16" O.C.

WALL TYPE

INDICATES WALL TYPE; SEE REFERENCED DETAILS - SHEET A2.01

WALL LEGEND

EXISTING WALLS

NEW INTERIOR WALLS

LEGEND

SPACE DESCRIPTION:

LOBBY	OCCUPANCY TYPE
140 S.F.	AREA
1/100	AREA/OCCUPANT LOAD
2	TOTAL OCCUPANTS IN ROOM

DIRECTION OF TRAVEL:

OCCUPANT LOAD

EXIT WIDTH CALCULATIONS:

REQUIRED EXIT WIDTH PER IBC 2006, TABLE 1005.1

FOR BUILDING WITHOUT SPRINKLER SYSTEM:

STAIRWAYS: 0.30 INCH / OCCUPANT

OTHER EGRESS COMPONENT: 0.20 INCH / OCCUPANT

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION
2. ALL DIMENSIONS ARE TAKEN FROM GRID, FACE OF STUD, MASONRY, OR CONCRETE, U.N.O.
3. ALL DRYWALL PARTITIONS TO BE TAPED, FILLED AND SANDED SMOOTH PRIOR TO APPLICATION OF PAINT OR WALL COVERING
4. ALL OUTSIDE CORNERS AT PARTITIONS, HEADERS, SOFFITS, ETC., ARE TO HAVE METAL CORNER BEAD & ARE TO BE TAPED, FILLED AND SANDED SMOOTH
5. EXIT DOORS SHALL BE OPENABLE FROM THE INSIDE WITHOUT THE USE OF A KEY OR ANY SPECIAL KNOWLEDGE OR EFFORT
6. REFER TO 1/AA2A.01 - 4X4.2.4 MANEUVERING CLEARANCES FOR REQUIRED DOOR CLEARANCES
7. ALL PENETRATIONS THROUGH WALLS WITH SOUND INSULATION SHALL BE SEALED TIGHT WITH ACOUSTICAL INSULATION AND SEALANT
8. ALL STUDS SHALL BE 20 GAUGE UNLESS NOTED OTHERWISE
9. STEEL STUDS SHALL BE IN CONFORMANCE WITH ICBO REPORT #4943P
10. SEE TABLE 1004.1.1., IBC 2006 FOR OCCUPANT LOAD FACTORS
11. SEE IBC 2006 - CHAPTER 10, TABLE 1005.1 FOR REQUIRED EXIT WIDTHS
12. SEE IBC 2006 - CHAPTER 10, SECTIONS 1015.1 AND TABLE 1015.1 FOR MIN. NUMBER OF EXITS FOR OCCUPANT LOAD
13. SEE DETAIL 4/A2.01 FOR FIRE EXTINGUISHER DETAIL, SEE SPECIFICATION SECTION 10520 FOR REQUIREMENTS

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PROJECT NAME: Tenant Improvement NO CITATIONS
1600 LAS VEGAS BLVD. SOUTH, SUITE #140, LAS VEGAS, NV 89104

SHEET TITLE: EXITING PLAN, FLOOR PLAN, WALL TYPES AND DETAILS

REV.	DESCRIPTION	DATE

Project No:	2010118
Drawn By:	VPA
Date:	11-08-2010
Scale:	See Drawing
Sheet No:	A2.01

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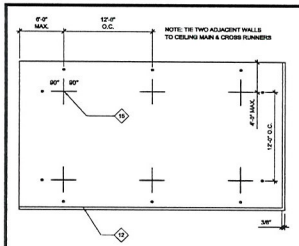
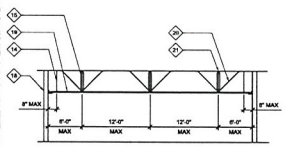
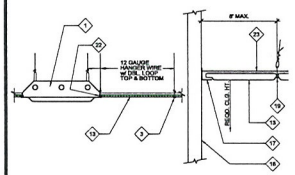
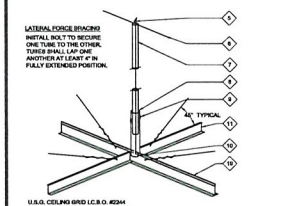




NOTE:

1. VERTICAL HANGERS: SUSPENSION WIRES SHALL NOT BE SMALLER THAN NO. 12 GAGE SPACED AT 4'-0" ON CENTER OR NO. 10 GAGE AT 6'-0" ON CENTER ALONG EACH MAIN RUNNER, EACH VERTICAL WIRE SHALL BE ATTACHED TO THE CEILING SUSPENSION MEMBER AND TO THE SUPPORT ABOVE WITH A MINIMUM OF THREE TURNS. ANY CONNECTION DEVICE AT THE SUPPORTING CONSTRUCTION SHALL BE CAPABLE OF CARRYING NOT LESS THAN 100 POUNDS. SUSPENSION WIRES SHALL NOT HANG MORE THAN 1 IN 6 OUT OF PLUMB UNLESS COUNTERBALANCING WIRES ARE PROVIDED.
2. PERIMETER HANGERS: WHERE OBSTRUCTIONS AROUND INTERFERING MATERIAL OR EQUIPMENT (A TRAPEZE OR EQUIVALENT DEVICE SHALL BE USED WHERE OBSTRUCTIONS PRECLUDE DIRECT SUSPENSION. TRAPEZE SUSPENSIONS SHALL BE A MINIMUM OF BACK TO BACK 1-1/4" COLD - ROLLED CHANNELS FOR SPANS EXCEEDING 4'0"
3. T-BAR COMPRESSION STRUT TO BE: 1"DIA. E.M.T. TUBE FOR EQUAL OR LESS THAN 5'-0" IN HEIGHT. USE 3 5/8" X 20GA. METAL STUD FOR MORE THAN 5'-0" IN HEIGHT AT 12'-0" O.C. EA. WAY.
4. LATERAL FORCE BRACING: HORIZONTAL RESTRAINTS SHALL BE EFFECTED BY FOUR WIRE SPLAYS ATTACHED TO THE MAIN RUNNER WITHIN 2" OF EACH END AND TO CROSS RUNNER INTERSECTION AND SPLAYED IN OPPOSITE FROM EACH OTHER AT AN ANGLE NOT EXCEEDING 45 DEGREES FROM THE PLANE OF THE CEILING. A STRUT FASTENED TO THE MAIN RUNNER SHALL BE EXTENDED TO AND FASTENED TO THE STRUCTURAL MEMBERS SUPPORTING THE ROOF OR FLOOR ABOVE. THE STRUT SHALL BE ADEQUATE TO RESIST THE VERTICAL COMPONENT INDUCED BY THE BRACING WIRES. THESE HORIZONTAL RESTRAINT POINTS SHALL BE PLACED AT 12'-0" ON CENTER STARTING WITH THE FIRST POINT WITHIN 6'-0" FROM EACH WALL. ATTACHMENT OF THE RESTRAINT WIRES TO THE STRUCTURE SHALL BE ADEQUATE FOR THE LOAD IMPOSED.
5. LATERAL FORCE BRACING MEMBERS SHALL BE SPACED A MINIMUM OF 6 INCHES FROM ALL HORIZONTAL PIPING OR DUCT WORK THAT IS NOT PROVIDED WITH BRACING RESTRAINTS FOR HORIZONTAL FORCES. BRACING WIRES SHALL BE ATTACHED TO THE GRID AND TO THE STRUCTURE IN SUCH A MANNER THAT THEY CAN SUPPORT A DESIGN LOAD OF NOT LESS THAN 250 POUNDS OR THE ACTUAL DESIGN LOAD, WHICHEVER IS GREATER, WITH A SAFETY FACTOR OF 2.
6. PERIMETER MEMBERS: FOR TILE CEILINGS, ENDS OF MAIN RUNNERS AND CROSS MEMBERS SHALL BE TIED TOGETHER TO PREVENT THEIR SPREADING.
7. MAIN RUNNERS AND CROSS RUNNERS MAY BE ATTACHED TO THE PERIMETER MEMBER AT TWO ADJACENT WALLS WITH CLEARANCE BETWEEN THE WALL AND THE RUNNERS MAINTAINED AT THE TWO OTHER WALLS.
8. ARTM CROSS AND CROSS , METAL SUSPENSION SYSTEM FOR ACOUSTICAL TILE AND LAY-IN CEILING PANEL.
9. ALL LIGHTING FIXTURES SHALL BE POSITIVELY ATTACHED TO THE SUSPENDED CEILING SYSTEM. THE ATTACHMENT SHALL BE CAPABLE OF RESISTING A FORCE OF TWICE THE LIGHTING FIXTURE WEIGHT ACTING IN ANY DIRECTION. NO. 12 GAGE HANGERS SHALL BE ATTACHED TO THE GRID MEMBERS WITHIN 3 INCHES OF EACH CORNER OF EACH FIXTURE. TANDEM FIXTURES MAY UTILIZE COMMON WIRES.
10. LIGHTING FIXTURE WEIGHING LESS THAN 56 POUNDS SHALL HAVE, IN ADDITION TO THE REQUIREMENTS OUTLINED ABOVE, TWO NO. 12 GAGE HANGERS CONNECTED FROM THE FIXTURE HOUSING TO THE STRUCTURE ABOVE. THESE WIRES MAY BE SLACK.
11. LIGHTING FIXTURES WEIGHING 56 POUNDS OR MORE SHALL BE SUPPORTED DIRECTLY FROM THE STRUCTURE ABOVE BY APPROVED HANGERS.
12. RECESSED-WIRED LIGHTING FIXTURES SHALL BE SUPPORTED DIRECTLY FROM THE STRUCTURE ABOVE USING NO. 12 GAGE WIRE OR APPROVED ALTERNATE SUPPORT WITHOUT USING THE CEILING SUSPENSION SYSTEM FOR DIRECT SUPPORT.





U.S.G. CEILING GRID (C.R.G. #234 INSTALLATION SHALL CONFORM TO A.S.T.M. NO. E580-96 FOR STANDARD RECOMMENDED PRACTICE FOR AREAS REQUIRING SEISMIC RESTRAINT

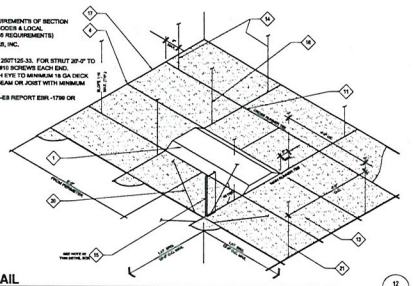
SUSPENDED CEILING DETAILS

NOT TO SCALE

17 A2.02

NOTE:

1) ALL SUSPENDED CEILINGS SHALL MEET THE REQUIREMENTS OF SECTION 808.9.1.1 & 2506.2.1 OF THE IBC AND GOVERNING CODES & LOCAL AMENDMENTS (WHICH BOTH REFER TO ASTM C 635 REQUIREMENTS)
2) REFER TO ICBO EVALUATION #2244 USG INTERIORS, INC.
3) MAXIMUM TOTAL CEILING WEIGHT IS 3 PSF.
4) FOR MAXIMUM LENGTH STRUT OF 20'-0", PROVIDE 250T125-33. FOR STRUT 20'-0" TO 25'-0" LENGTH, PROVIDE 362S125-33. PROVIDE 2 - #10 SCREWS EACH END.
5) WIRES SHALL BE SCREWED WITH #10 SCREW WITH EYE TO MINIMUM 16 GA DECK OR 0.140" - LOW VELOCITY FASTENER TO STEEL BEAM OR JOIST WITH MINIMUM 1/2" EDGE DISTANCE.
6) LOW VELOCITY FASTENER SHALL BE RAMSET, ICC-ES REPORT ESR -1798 OR HILTI ICC-ES REPORT ESR - 2269.



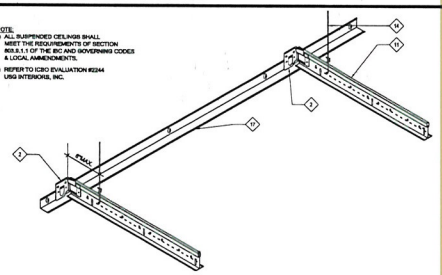
TYPICAL SUSPENDED ACOUSTICAL CEILING DETAIL

SCALE: NOT TO SCALE

17 A2.02

NOTE:

1) ALL SUSPENDED CEILINGS SHALL MEET THE REQUIREMENTS OF SECTION 808.9.1.1 OF THE IBC AND GOVERNING CODES & LOCAL AMENDMENTS.
2) REFER TO ICBO EVALUATION #2244 USG INTERIORS, INC.

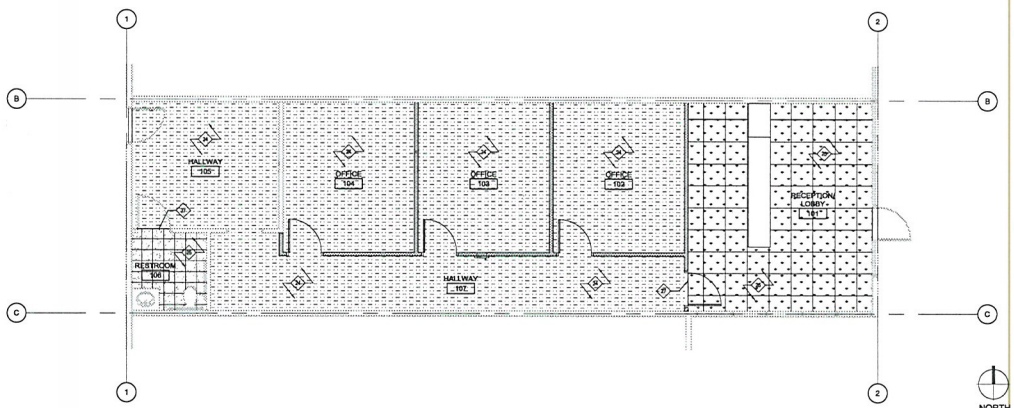


TYPICAL DETAIL @ WALL MOLDING

(IBC 2006 - CATEGORY C WITH DOWN ACMT CLIP)

SCALE: NOT TO SCALE

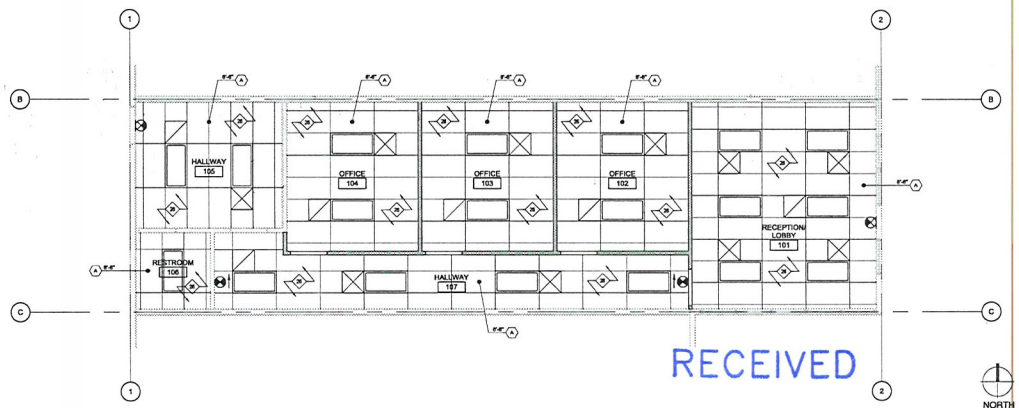
4 A2.02



FINISH FLOOR PLAN

SCALE: 1/4"=1'-0"

2 A2.02



REFLECTED CEILING PLAN

SCALE: 1/4"=1'-0"

1 A2.02

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KEYNOTES

1	LIGHT FIXTURE - REFER TO ELECTRICAL DRAWINGS
2	TYPICAL CEILING CLIP
3	NEW CEILING AS SCHEDULED
4	POP RIVET ALL TEES TO WALL ANGLE (TYP)
5	12 GA. VERTICAL WIRE HANGER. TURN CEILING GRID PRIOR TO SETTING TUBE
6	UNDERSIDE OF FLOOR OR ROOF STRUCTURE ABOVE
7	MAX. HEIGHT OF E.M.T. TUBE STRUT IS 96" OR LESS
8	E.M.T. TUBE SLEEVE TIGHT TO GRID
9	DRILL 3/8" HOLE & INSTALL 3/8" BOLT & LOCK NUT
10	SLOT END OF TUBE TO FIT OVER CEILING RUNNER
11	CROSS TEE AS SCHEDULED - INSTALL PER MANUFACTURER'S SPECIFICATIONS
12	24" MIN. CLEAR CROSS ON MAIN RUNNER
13	ACOUSTICAL TILE PANEL AS SCHEDULED
14	12 GA. HANGER AT PERIMETER SUPPORTING MAIN RUNNERS AND CROSS RUNNERS 8" MAX. FROM WALL (TYP)
15	COMPRESSION STRUT (AT BRACING 12'-0" O.C. MAX.) SEE ALSO NOTE #3 ON DETAIL 17/A2.02
16	STAINLESS RAIRS @ 12'-0" O.C. PROVIDE 12 GA. HANGER @ EACH CORNER OF ALL LIGHT FIXTURES AND OTHER EQUIPMENT
17	7/8" WALL ANGLE TRIM - TYP. AT PERIMETER INSTALL PER MANUFACTURER'S SPECIFICATIONS
18	WALL AS SCHEDULED
19	RUNNER TRACK
20	12 GA. LATERAL BRACING WIRES 2" MAX. FROM MAIN & CROSS RUNNER INTERSECTION (EACH DIRECTION NOT TO EXCEED 48", LOCATE LATERAL BRACING AT 4'-0" O.C. FROM WALL (12'-0" O.C. EA. WAY)
21	12 GA. HANGERS (MIN.) @ 4'-0" O.C. EA. WAY, TYP
22	ATTACH BY USING 4 #10 TEK SCREWS
23	CROSS OR MAIN RUNNERS SHALL BE INTERCONNECTED WITH 16 GA. WIRE
24	CARPET (CPT-1). SEE FINISH SCHEDULE
25	FLOOR FINISHES PER FINISH SCHEDULE
26	CEILING GRIDS, LIGHTING LAYOUT AND HVAC AIR SUPPLY/RETURNS INDICATED ON ARCHITECTURAL DRAWINGS IS GRAPHICAL REPRESENTATION ONLY. SEE MECHANICAL AND ELECTRICAL DRAWINGS FOR SPECIFICS
27	TRANSITION STRIP PER DOOR SCHEDULE

CEILING LEGEND

X — 9'-0" CEILING HEIGHT	
A — CEILING MATERIAL	SUSPENDED ACOUSTICAL PANEL CEILING ACT-1, SEE DETAILS 4, 12, 17/A2.02
	RECESSED 2' X 4' FLUORESCENT LIGHT FIXTURE, SEE ELECTRICAL DRWGS.
	HVAC SUPPLY, SEE MECHANICAL DRWGS.
	HVAC RETURN, SEE MECHANICAL DRWGS.

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY ALL CONDITIONS PRIOR TO CONSTRUCTION
2. ALL DIMENSIONS ARE TAKEN FROM GRID, FACE OF STUD, MASONRY, OR CONCRETE, U.N.O.
3. REFER TO 2006 INTERNATIONAL BUILDING CODE 2.8.C. SECTION 808.8.1.1 FOR APPLICABLE STANDARDS REGARDING SUSPENDED ACOUSTICAL CEILING SYSTEM SUPPORT
4. SEE ELECTRICAL FOR LIGHT FIXTURE SCHEDULE, TYP.
5. CEILING HEIGHTS ARE AS MEASURED ABOVE FINISH FLOOR ELEVATION

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KEY PLAN:

PROJECT NAME: Tenant Improvement
NO CITATIONS
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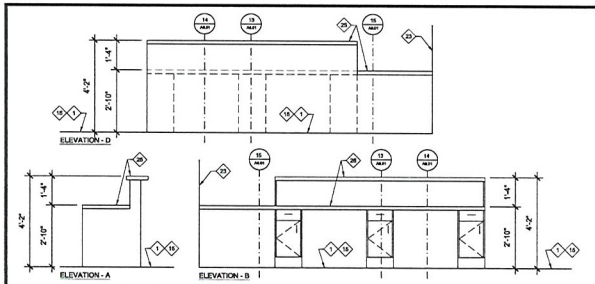
SHEET TITLE: REFLECTED CEILING & FINISH FLOOR PLAN AND TYPICAL CEILING DETAILS

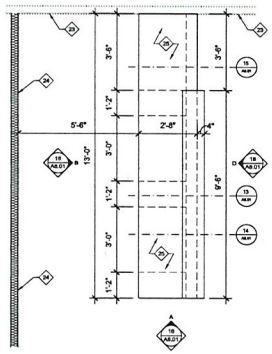
REV.	DESCRIPTION	DATE

Project No: 2010118
Drawn By: VPA
Date: 11-08-2010
Scale: See Drawing
Sheet No: A2.02

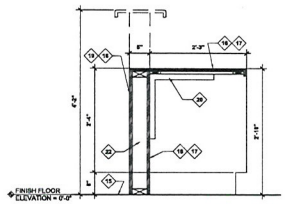
SUP-40326



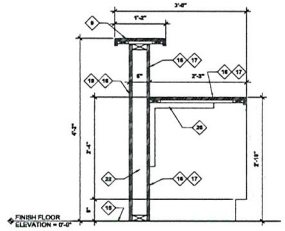
INTERIOR ELEVATION @ RECEPTION-101 — SCALE: 1'-0"=1'-0" — 16 / A8.01



ENLARGED PLAN @ RECEPTION-101 — SCALE: 1'-0"=1'-0" — 11 / A8.01



CASEWORK SECTION @ RECEPTION — SCALE: 1"=1'-0" — 15 / A8.01



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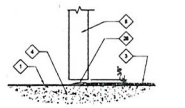
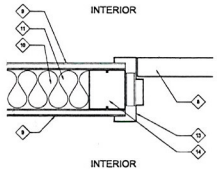
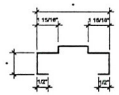


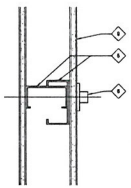
TRANSITION DETAIL, TYP. — SCALE: 3"=1'-0" — 10 / A8.01



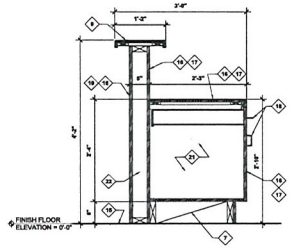
JAMB DETAIL — SCALE: 3"=1'-0" — 8 / A8.01



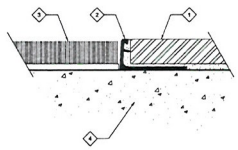
FRAME TYPES — SCALE: 3"=1'-0" — 3 / A8.01



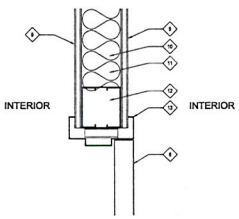
DOOR BUMPER DETAIL — SCALE: 3"=1'-0" — 17 / A8.01



CASEWORK SECTION @ RECEPTION — SCALE: 1"=1'-0" — 13 / A8.01



TRANSITION DETAIL, TYP. — SCALE: N.T.S. — 9 / A8.01



HEAD DETAIL — SCALE: 3"=1'-0" — 5 / A8.01



DOOR TYPES — SCALE: 1/4"=1'-0" — 1 / A8.01

DOOR SCHEDULE

DOOR NO.	ROOM NO.	DOOR SIZE W	H	T	TYPE	MAT'L	FINISH	FRAME SIZE	TYPE	MAT'L	FINISH	DETAILS HEAD	JAMB	JAMB	THRESH HOLD	FIRE RATING	DOOR HDWR	REMARKS
E101	101	EXISTING	EXISTG	EXISTG	-	EXISTG	EXISTING	-	-	-	-	-	-	-	-	-	-	-
101A	101	3'-0"	7'-0"	1 3/4"	A	WD	STAIN	2x5 7/8"	A	H.M.	-	5/A8.01	6/A8.01	6/A8.01	9/A8.01	-	SET #01	1, 2
102A	102	3'-0"	7'-0"	1 3/4"	A	WD	STAIN	2x5 7/8"	A	H.M.	-	5/A8.01	6/A8.01	6/A8.01	-	-	SET #02	1, 2
103A	103	3'-0"	7'-0"	1 3/4"	A	WD	STAIN	2x5 7/8"	A	H.M.	-	5/A8.01	6/A8.01	6/A8.01	-	-	SET #02	1, 2
104A	104	3'-0"	7'-0"	1 3/4"	A	WD	STAIN	2x5 7/8"	A	H.M.	-	5/A8.01	6/A8.01	6/A8.01	-	-	SET #02	1, 2
E105	105	EXISTING	EXISTG	EXISTG	-	EXISTG	EXISTING	-	-	-	-	-	-	-	-	-	-	-
E106	106	EXISTING	EXISTG	EXISTG	-	EXISTG	EXISTING	-	-	-	-	-	-	-	9/A8.01	-	-	-

REMARKS:
1. SPECIES, GRAIN AND COLOR OF WOOD DOOR TO BE SELECTED BY OWNER/OTHERS.
2. HOLLOW METAL DOOR FRAMES TO BE PAINTED - COLOR OF PAINT TO BE SELECTED BY OWNER/OTHERS.

DOOR HARDWARE:
1. ALL OPERABLE DOOR HARDWARE TO BE INSTALLED @ 34" - 48" ABOVE FIN. FLR., TYP.
2. DOOR HARDWARE SET #01: 4 HINGES, 1 CLASSROOM LOCK, 1 CLOSER, 1 KICK PLATE, 1 WALL STOP - FINAL SELECTION & KEYING OPTIONS BY OWNER
3. DOOR HARDWARE SET #02: 4 HINGES, 1 OFFICE LOCK, 1 WALL STOP - FINAL SELECTION & KEYING OPTIONS BY OWNER

ROOM FINISH SCHEDULE

ROOM #	ROOM NAME	FLOOR INFORMATION FLR. MATERIAL	BASE MATERIAL	CEILING INFORMATION CLNG. MATERIAL	CEILING FINISH	WALL INFORMATION NORTH WALL	EAST WALL	SOUTH WALL	WEST WALL	REMARKS
101	LOBBY/RECEPTION	ST-1	SB-1	ACT-1	-	IP-1	IP-1	IP-1	IP-1	-
102	OFFICE	CPT-1	RB-1	ACT-1	-	IP-1	IP-1	IP-1	IP-1	-
103	OFFICE	CPT-1	RB-1	ACT-1	-	IP-1	IP-1	IP-1	IP-1	-
104	OFFICE	CPT-1	RB-1	ACT-1	-	IP-1	IP-1	IP-1	IP-1	-
105	HALLWAY	CPT-1	RB-1	ACT-1	-	IP-1	IP-1	IP-1	IP-1	-
106	RESTROOM	ST-1 OR VCT-1	SB-1 OR RB-1	ACT-1	-	IP-1	IP-1	IP-1	IP-1	-
107	HALLWAY	CPT-1	RB-1	ACT-1	-	IP-1	IP-1	IP-1	IP-1	-

FINISH MATERIAL SCHEDULE

ITEM	MANUF.	PRODUCT	COLOR	SIZE	DESCRIPTION	REMARKS
ACOUSTICAL CEILING TILE						
ACT-1	-	SELECT BY OWNER	SELECT BY OWNER	-	-	-
CARPET						
CPT-1	-	SELECT BY OWNER	SELECT BY OWNER	-	-	-
STONE						
ST-1	-	SELECT BY OWNER	SELECT BY OWNER	-	-	-
VINYL COMPOSITE TILE / LINOLEUM						
VCT-1	-	SELECT BY OWNER	SELECT BY OWNER	-	-	-
PAINT						
IP-1	-	SELECT BY OWNER	SELECT BY OWNER	-	-	-
BASE						
SB-1	-	SELECT BY OWNER	SELECT BY OWNER	-	STONE TILE BASE	-
RB-1	-	SELECT BY OWNER	SELECT BY OWNER	-	RUBBER BASE	-

GENERAL NOTES:
1. ALL INTERIOR FINISHES ARE TO BE SELECTED BY OWNER / OTHERS.
2. WHERE NEW GYPSUM BOARD CEILING AND WALLS ARE IDENTIFIED AND CONSTRUCTED - TEXTURE OF CEILING / WALL TO BE LEVEL 3 WITH LIGHT ORANGE PEEL

KEYNOTES

1. FINISH MATERIAL (SELECTED BY OWNER)
2. TRANSITION STRIP TS-1 (OR AS SELECTED BY OWNER)
   MANUFACTURER: SCHLUTER
   COLOR: SCHIENE E100 STAIN LESS STEEL
3. CARPET, CPT-1 (SELECTED BY OWNER)
4. CONCRETE SLAB
5. 20 GA. METAL STUD REINFORCEMENT, STUD WIDTH PER WALL TYPE
6. DOOR BUMPER (SELECTED BY OWNER), COORDINATE HEIGHT & LOCATION WITH DOOR HANDLE
7. STUD BLOCKING
8. DOOR AS SCHEDULED
9. 5/8" GYPSUM BOARD
10. INSULATION WHERE OCCURS
11. METAL STUD WALL PER PLAN
12. BOXED STUD HEADER
13. HOLLOW METAL FRAME
14. DOUBLE METAL STUDS
15. FINISH FLOOR
16. 3/4" PARTICLE BOARD, TYP.
17. LAMINATE (SELECTED BY OWNER)
18. 4" ADA COMPLIANT PULL, SATIN FINISH
19. WOOD VENEER (SELECTED BY OWNER)
20. METAL SUPPORT BRACKET PER CASEWORK MANUFACTURER
21. WHITE MELAMINE FINISH ON ALL INTERIOR SURFACES
22. 2X4 STUD WALL
23. EXISTING WALL
24. NEW WALL AS SCHEDULED, SEE PLAN 2/A2.01
25. MILLWORK AS SCHEDULED
26. TRANSITION STRIP TS-2 (SELECTED BY OWNER)

DOOR NOTES

1. SEE DETAIL 17/A8.01 FOR DOOR BUMPER DETAIL AND BACKING WHERE SCHEDULED
2. FOR FRAME TYPES SEE 3/A8.01
3. FOR DOOR TYPES SEE 1/A8.01

GENERAL NOTES

1. CONTRACTOR TO FIELD VERIFY ALL ROUGH OPENING DIMENSIONS PRIOR TO ORDERING WINDOW SYSTEMS.
2. ALL DOOR FRAMES TO COMPLY WITH AAMA/NWWDA

RECEIVED
NOV 30 20

Vedelago Petsch AIA architects
3635 Executive Terminal Drive
Suite 310
Henderson, Nevada 89052
Phn (702)-951-0300
Fax (702)-951-0302

SEAL:

CONSULTANT:

KEY PLAN:

PROJECT NAME: Tenant Improvement
NO CITATIONS
1600 LAS VEGAS BLVD. SOUTH, SUITE #140, LAS VEGAS, NV 89104

SHEET TITLE: DOOR / ROOM FINISH / FINISH MATERIAL SCHEDULES, DOOR & FRAME TYPES, DOOR DETAILS AND MISCELLANEOUS DETAILS

REV.	DESCRIPTION	DATE

Project No: 2010118
Drawn By: VPA
Date: 11-08-2010
Scale: See Drawing
Sheet No:
A8.01

SUP-40326

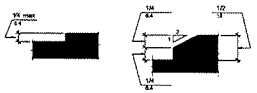
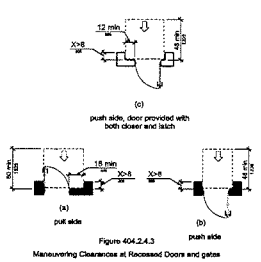


Figure 303.2
Vertical Change in Level

Figure 303.3
Beveled Change in Level

303 Changes in Level

12 ADA01



(c)
push side, door provided with both closer and latch

(a)
pull side

(b)
push side

Figure 404.2.4.3
Maneuvering Clearances at Recessed Doors and gates

404.2.4 Maneuvering Clearances

SCALE: N.T.S.

10 ADA01

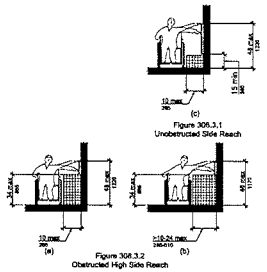


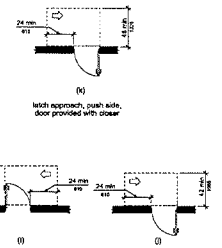
Figure 306.3.1
Unobstructed Side Reach

Figure 306.3.2
Obstructed High Side Reach

308.3 Side Reach

SCALE: N.T.S.

9 ADA01



(k)
latch approach, push side, door provided with closer

(i)
latch approach, pull side door provided with closer

(j)
latch approach, push side

305.7 Manuevering Clearance

SCALE: N.T.S.

5 ADA01



Figure 305.7.2
Maneuvering Clearance in an Alcove, Parallel Approach

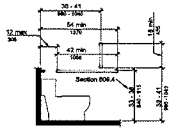
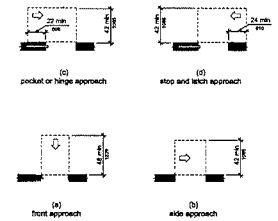


Fig. 604.5.1
Side Wall Grab Bar for Water Closet

ANSI 2003:
604.5.1 Fixed Side Wall Grab Bars

SCALE: N.T.S.

11 ADA01



(c)
pocket or hinge approach

(d)
stop and latch approach

(a)
front approach

(b)
side approach

Figure 404.2.4.2
Maneuvering Clearances at Doorways without Doors, Sliding Doors, Gates and Folding Doors

404.2.4 Maneuvering Clearances

SCALE: N.T.S.

9 ADA01

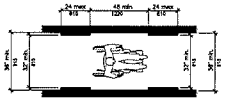
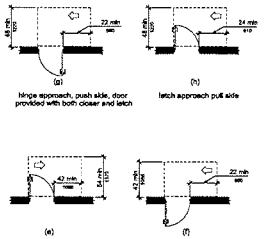


Figure 403.5.1
Clear Width of an Accessible Route

403 Walking Surfaces

SCALE: N.T.S.

7 ADA01



hinge approach, push side, door provided with both closer and latch

(h)
latch approach pull side

(e)
hinge approach, pull side

(f)
hinge approach, push side

(c)
front approach, push side, door provided with both closer and latch

(d)
hinge approach, pull side

(a)
front approach, pull side

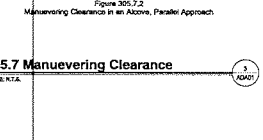
(b)
front approach, push side

Figure 404.2.4.1
Maneuvering Clearances at Manual Swinging Doors and Gates

404.2.4 Maneuvering Clearances

SCALE: N.T.S.

1 ADA01



(a)
forward

(b)
parallel

Figure 305.5
Position of Clear Floor or Ground Space

305 Clear Floor or Ground Space

SCALE: N.T.S.

3 ADA01

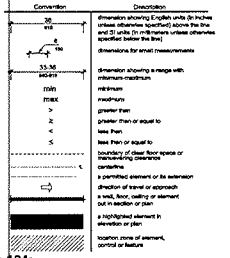
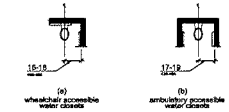


Figure 104:
Graphic Convention for Figures

SCALE: N.T.S.

1 ADA01



(a)
wheelchair accessible water closets

(b)
ambulatory accessible water closets

Figure 604.2
Water Closet Location

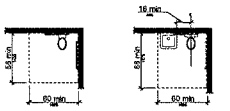


Figure 604.3.1
Size of Clearance at Water Closets

Figure 604.3.2 (Exception)
Overlap of Water Closet Clearance in Residential Dwelling Units

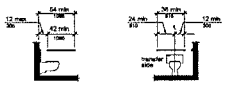


Figure 604.5.1
Side Wall Grab Bar at Water Closets

Figure 604.5.2
Rear Wall Grab Bar at Water Closets

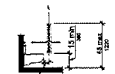


Figure 604.7
Dispenser Outlet Location

604 Water Closets and Toilet Compartments

SCALE: N.T.S.

8 ADA01

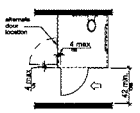
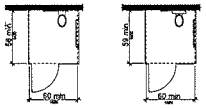


Figure 604.8.1.2
Wheelchair Accessible Toilet Compartment Doors



(a)
adult wall hung water closet

(b)
adult floor mounted water closet and children's water closet

Figure 604.8.1.1
Size of Wheelchair Accessible Toilet Compartment

Advisory Specifications for Water Closets Serving Children Ages 3 through 12			
	Ages 3 and 4	Ages 5 through 8	Ages 9 through 12
Water Closet Centerline	12 inches (305 mm)	12 to 15 inches (305 to 380 mm)	15 to 18 inches (380 to 455 mm)
Toilet Seat Height	11 to 12 inches (280 to 305 mm)	12 to 15 inches (305 to 380 mm)	15 to 17 inches (380 to 430 mm)
Grab Bar Height	18 to 20 inches (455 to 510 mm)	20 to 25 inches (510 to 635 mm)	25 to 27 inches (635 to 686 mm)
Dispenser Height	14 inches (355 mm)	14 to 17 inches (355 to 430 mm)	17 to 19 inches (430 to 485 mm)

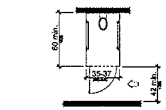
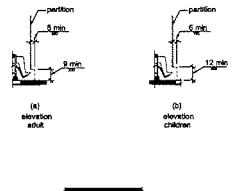
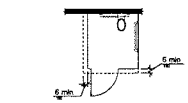


Figure 604.8.2
Ambulatory Accessible Toilet Compartment



(a)
elevation adult

(b)
elevation children



(c)
plan

Figure 604.8.1.4
Wheelchair Accessible Toilet Compartment Toe Clearance

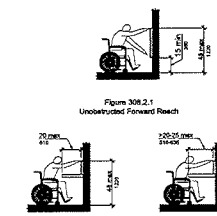


Figure 308.2.1
Unobstructed Forward Reach

Figure 308.2.2
Obstructed High Forward Reach

308.2 Forward Reach

SCALE: N.T.S.

4 ADA01

THE DETAILS ILLUSTRATED ON THIS SHEET ARE ACCESSIBILITY GUIDELINES CONFORMING TO COMPLIANCE ON THE BASIS OF ORIGINALITY BY PUBLIC ACCOMMODATIONS AND IN COMMERCIAL FACILITIES, AS ILLUSTRATED BY ANSI & ADAAG. IT IS UNDERSTOOD THAT ADA IS A LIVING DOCUMENT AND SUCH GRAPHIC REFERENCES ARE SUBJECT TO CHANGE AS PROVIDED BY LAW. THE CONTRACTOR SHALL REFERENCE THESE DETAILS AND APPLY WHERE OCCURS ON SUBJECT DRAWING SET.

NOTE: THE CONTRACTOR SHALL VERIFY THE GOVERNING CODES AND SHALL UTILIZE THE MOST RESTRICTIVE ADOPTED CODES.

ADA & ABA ACCESSIBILITY GUIDELINES; FINAL RULE

American with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines: Final Rule

36 CFR Parts 1190 and 1191
Federal Register/Vol. 69, No 141/July 23, 2004

Guidelines effective September 21, 2004

Part II
Architectural and Transportation Barriers Compliance Board

ANSI 2003 Accessible and Usable Buildings and Facilities

Vedelago Petsch AIA architects
3635 Executive Terminal Drive
Suite 310
Henderson, Nevada 89052
Phn (702)-951-0300
Fax (702)-951-0302

SEAL:

CONSULTANT:

KEY PLAN:

PROJECT NAME:
Tenant Improvement
NO CITATIONS
1600 LAS VEGAS BLVD. SOUTH, SUITE #140, LAS VEGAS, NV 89104

SHEET TITLE:
ADA DETAILS

REV.	DESCRIPTION	DATE

Project No: 2010118
Drawn By: VPA
Date: 11-08-2010
Scale: See Drawing
Sheet No:

ADA01

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SUP-40326



SITE INFORMATION

ASSESSORS PARCEL NUMBER(APN)	162-03-210-058
CURRENT ZONING	C-2
MUNICIPALITY	CITY OF LAS VEGAS
SITE AREA (NET):	+/- 0.56 ACRES - 24,395.2 S.F.

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NOV 30 2010

VICINITY MAP



NO CITATIONS - SUITE # 140

1600 LAS VEGAS BLVD. SOUTH, SUITE #140, LAS VEGAS, NV-89104

NORTH

EXISTING SITE PLAN

Date: 11/09/2010

Project No: 2010118

Scale: NOT TO SCALE

0 1 2 4 6

Vedelago Petsch AIA architects
3535 Executive Terminal Drive
Suite 310
Henderson, Nevada 89052
Phn (702)-951-0300
Fax (702)-951-0302

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SUP-40326



SUP-40326 - APPLICANT: NO CITATIONS BAIL BONDS – OWNER: COOK LIVING TRUST
1600 LAS VEGAS BOULEVARD SOUTH, SUITE #140

12/14/10



SUP-40326 - APPLICANT: NO CITATIONS BAIL BONDS – OWNER: COOK LIVING TRUST
1600 LAS VEGAS BOULEVARD SOUTH, SUITE #140

12/14/10



SUP-40326 - APPLICANT: NO CITATIONS BAIL BONDS – OWNER: COOK LIVING TRUST
1600 LAS VEGAS BOULEVARD SOUTH, SUITE #140

12/14/10

APPEAL NOTIFICATION LETTER

Date: January 26, 2011

Owner: Ms. Nevada Brook Cook
3286 Brentwood St
Las Vegas, NV 89121

Nocitations Bail Bonds
1600 S. Las Vegas Blvd. #140
Las Vegas, NV 89104

Subject: City Planning Commissions denial of SUP-40326.

Comments: This letter is a request for an appeal the City Planning Commission denied on January 25, 2011 meeting. Nocitations Bail Bonds along with Ms. Nevada Brook Cook are appealing the decision of denial. Please consider this letter an official request for an appeal of the denial for SUP-40326.

Respectfully
Doug Kuperman Joel Guitierrez Nevada Brook Cook

No Citations Bail Bonds

Request Feb 16th per Susie Martinez
Gary Reeces' office

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CITY CLERK
2011 JAN 26 A 11:21

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JAN 26 2011
P&D

November 5, 2010

City of Las Vegas Planning and Development Department,
731 South 4th Street
Las Vegas, NV 89101-6706

RECEIVED
NOV 30 2010

Nocitations Bail Bonds, LLC
~~1600 Las Vegas Blvd South Suite 140~~
Las Vegas, NV 89104

Re: Special Use Permit (Bailbond service) Justification Letter

Parcel #16203210058 (shares addresses 1616 and 1600 Las Vegas Blvd South Las Vegas, NV 89104)

The above entitled building was previously granted a special use permit for BailBond services. Currently no BailBond agency occupies the building.

Nocitations Marketing Group LLC now occupies 1600 Las Vegas Blvd #140, and wishes to add a new BailBonds agency to this location. The name of our bail agency is Nocitations Bail Bonds, LLC.

Attached you will find a letter granting a special use permit addressed to the landlord Robyne Brooks, which was issued on January 23, 2006. Robyne Brooks is in support of Nocitations Bail Bonds, LLC.

We greatly believe the approval of this addition will be of great benefit and assistance to our clientele in the service and hospitality industry.

Current parking exceeds parking requirements. 29 Regular Spots & 3 Handicap = 32 TOTAL.

Thanks

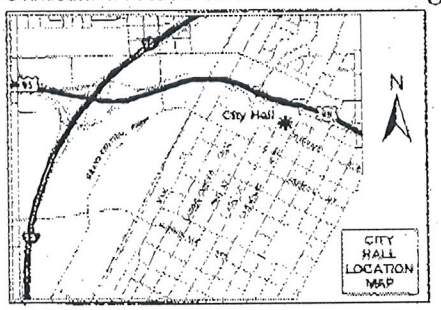
Joel Gutierrez
Nocitations Marketing Group LLC
Nocitations Bail Bonds LLC

Robyne Brooks
Landlord
1600 Las Vegas Blvd. South #140

SUP-40326

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326
City Council Meeting of 2/16/2011

AVGANIM YEHUDA
ALPHA TRUST
15303 VENTURA BLVD #1050
SHERMAN OAKS CA 91403-5862

APN#16203210024

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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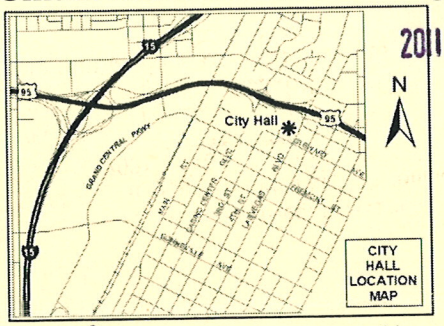
2011 FEB -8 A 10 52

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326
City Council Meeting of 2/16/2011

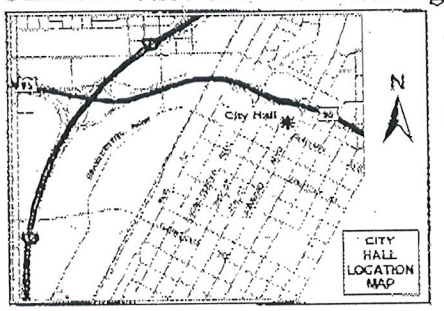
MORNINGSTAR PAULA
1504 HOUSSELS AVE
LAS VEGAS NV 89104-1433

APN#16203212010

27 KRDGN11 89104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326
City Council Meeting of 2/16/2011

ALPHA TRUST
AV-GANIM MICHA TRS
5812 MELISSA LN
WOODLAND HILLS CA 91367-4401

APN#16203210022

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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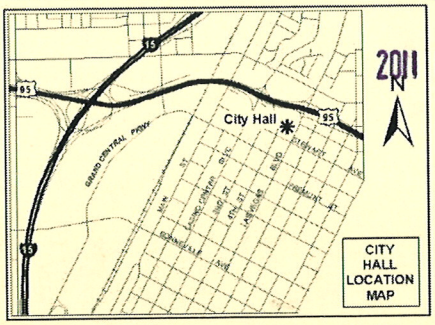

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326
City Council Meeting of 2/16/2011

MOONEY COURTNEY
1608 HOUSSELS AVE
LAS VEGAS NV 89104-1431

APN#16203212016

27 KRDGN11 89104

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2011 FEB -8 A 10:46

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FIRST CLASS

UNITED STATES POSTAGE
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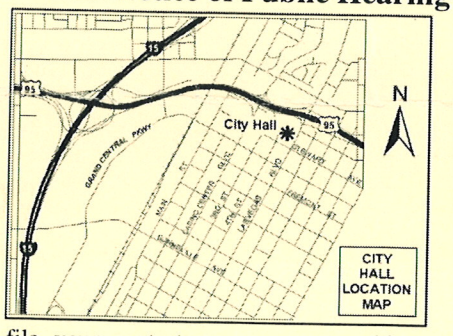
FEB 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326

City Council Meeting of 2/16/2011

GEOSUMMIT L L C
P O BOX 50421
HENDERSON NV 89016-0421

APN#16203202004

63 KRDGN11 89016

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

PRSRT
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Las Vegas, NV
Permit No. 1630

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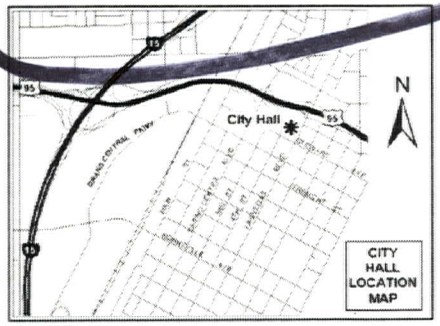
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326

Planning Commission Meeting of 1/25/2011

Case: SUP-40326
16203212016
MOONEY COURTNEY
1608 HOUSSELS AVE
LAS VEGAS NV 89104-1431

27 KRDFNP1 89104

Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Las Vegas, NV
Permit No. 1630

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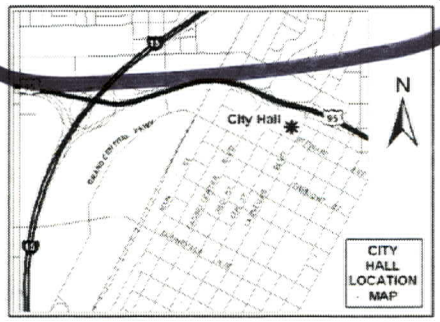
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326

Planning Commission Meeting of 1/25/2011

Case: SUP-40326
16203211004
PERSONS LEE & MARY REVOCABLE TR
%LA PARSONS
1517 REXFORD PL
LAS VEGAS NV 89104-1407

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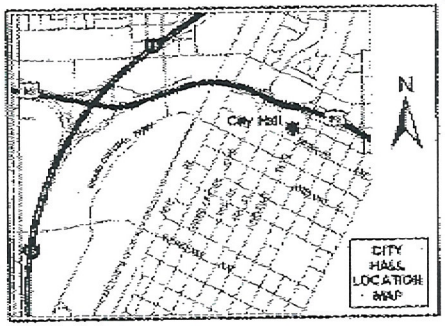
2P

27 KRDFNP1 89104

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-40326

Planning Commission Meeting of 1/25/2011

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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-40326

16203210024
AVGANIM YEHUDA
15303 VENTURA BLVD #1050
SHERMAN OAKS CA 91403-5862

88 KRDFNP1 91403

PAGE 02/03

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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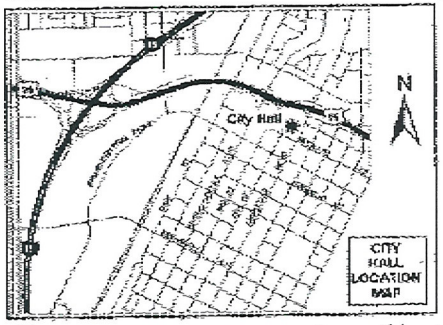

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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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 [redacted] If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326

Planning Commission Meeting of 1/25/2011

Case: SUP-40326

16203210025
ALPHA TRUST
15303 VENTURE BLVD #1050
SHERMAN OAKS CA 91403-5862

01/17/2011 12:44 8184011889

88 KRDFNP1 91403

59

PAGE 01/03

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
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U.S. Postage
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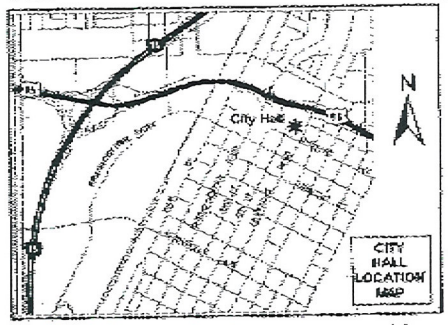
Las Vegas, NV
Permit No. 1630

Return Service Requested

Official Notice of Public Hearing



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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326

Planning Commission Meeting of 1/25/2011

Case: SUP-40326

16203210022
ALPHA TRUST
5812 MELISSA LN
WOODLAND HILLS CA 91367-4401

01/17/2011 12:44 8184011889

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PAGE 01/01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Las Vegas, NV
Permit No. 1699

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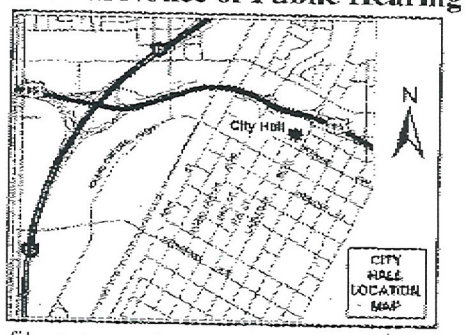
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-40326

16203210024
AVGANIM YEHUDA
15303 VENTURA BLVD #1050
SHERMAN OAKS CA 91403-5862

89 KRDFNP1 91403

01/17/2011 11:23 8184011889

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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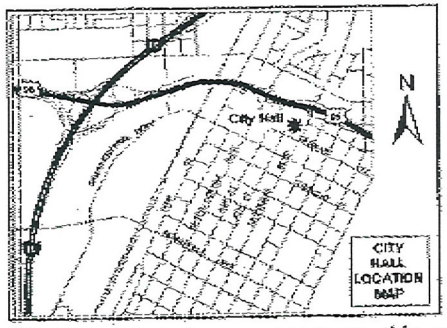

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-40326

Planning Commission Meeting of 1/25/2011

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Las Vegas, NV
Permit No. 1630

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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-40326

16203210025
ALPHA TRUST
15303 VENTURE BLVD #1050
SHERMAN OAKS CA 91403-5862

88 KRDFNP1 91403

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01/18/2011 10:39 FAX 702 366 9413 Mary Bartsas Ent., LLC 005/007

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PSSRT
FIRST CLASS MAIL
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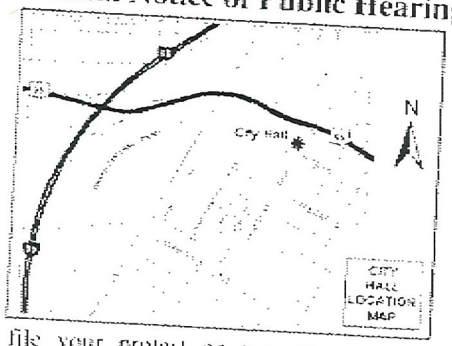
PAID
Las Vegas, NV
Permit No. 1830

Return Service Requested

Official Notice of Public Hearing



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[X] I SUPPORT this Request

[X] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326

~~Planning~~ Commission Meeting of 1/25/2011

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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

16203311002 Case: SUP-40326
BARTSAS MARY 19 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

28 KROFNP1 89106

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Las Vegas, NV
Permit No. 1630

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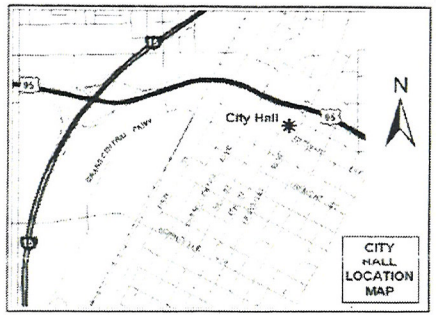

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JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-40326

Planning Commission Meeting of 1/25/2011

Case: SUP-40326

16203202004
GEOSUMMIT L L C
P O BOX 50421
HENDERSON NV 89016-0421

63 KRDFNP1 89016

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Las Vegas, NV
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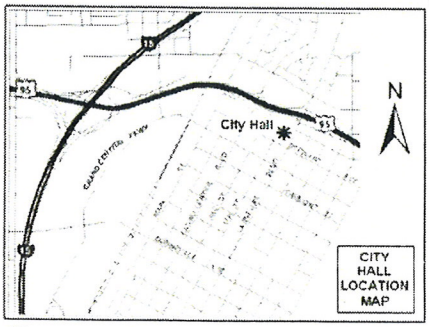

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JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40326
Planning Commission Meeting of 1/25/2011

Case: SUP-40326
16203212010
MORNINGSTAR PAULA
1504 HOUSSELS AVE
LAS VEGAS NV 89104-1433

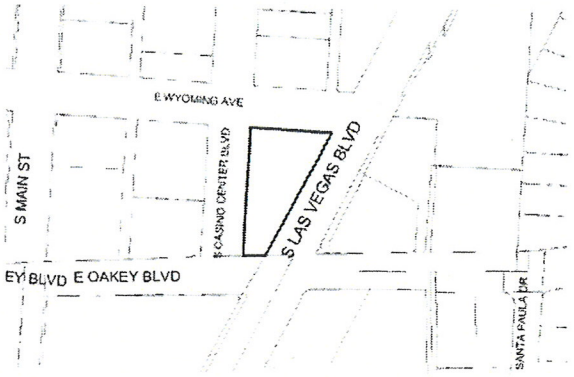
27 KRDFNP1 89104

Application Information

SUP-40326 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: NO CITATIONS BAIL BONDS - OWNER: COOK LIVING TRUST - Request for a Special Use Permit FOR A 1,400 SQUARE-FOOT BAILBOND SERVICE at 1600 South Las Vegas Boulevard, Suite #140 (APN 162-03-210-058), C-2 (General Commercial) Zone, Ward 3 (Reese).

Again, please – NO ! The tattoo parlors were a ghastly eyesore addition to this area, and the bail bonds will only continue to add to the degradation of the area. Please, lets aim for businesses that will enhance this struggling neighborhood.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***January 25, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

50 p

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request: or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

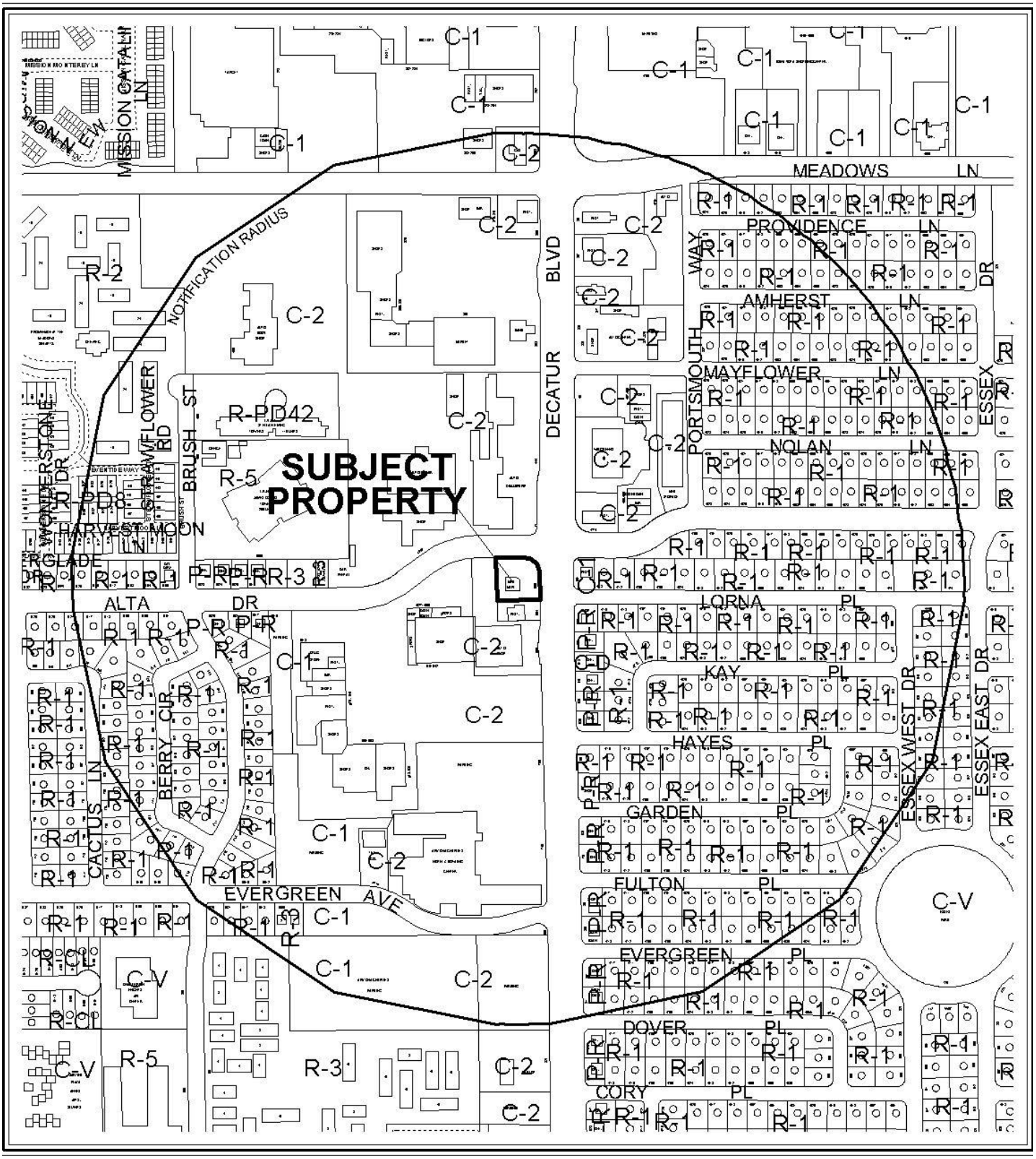
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40376 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HGTS SHOPPING CTR, LLC - Request for a Special Use Permit FOR A NINE SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 3,187 SQUARE-FOOT CONVENIENCE STORE at 500 South Decatur Boulevard (APN 138-36-701-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-1-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**3**
City Council Meeting	**2**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (5-1-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Item SUP-40376



CASE: **SUP-40376**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



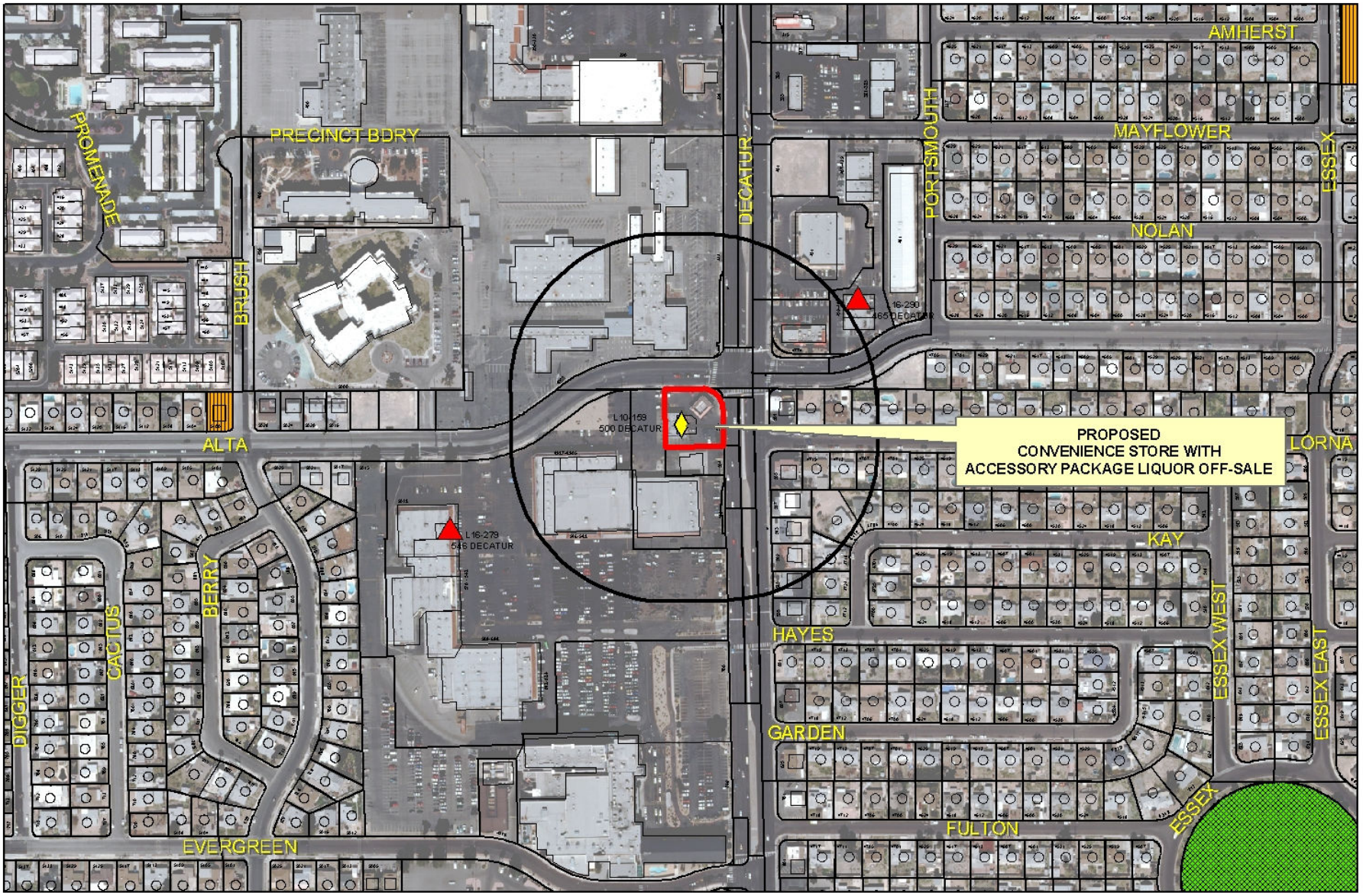
0 300 600 Feet

CASE: **SUP-40376**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-40376

Package Liquor Sales

Business Licenses

- Child Care/ Children Facility
- Beer/Wine/Cooler On Sale
- Beer/Wine/Cooler Off Sales
- Beer/Wine/Cooler On-Off Sale
- Package Liquor Sales
- Supper Club/ Restaurant Service Bar
- Tavern

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Subject Property
- 400 foot buffer

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HGTS SHOPPING CTR, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40376	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-40376 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-sale use.

2. Conformance to the approved conditions for an Aesthetic Review (AR-0006-95) and Special Use Permit (U-0064-95).

3. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained for all unpermitted existing signage within 30 days of final approval, or the signage shall be removed.

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.

Conditions Page Two
February 16, 2011 - City Council Meeting

7. Approval of this Special Use Permit does not constitute approval of a liquor license.

8. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

9. All beer and wine coolers shall remain in the original manufacturer's configuration intended for resale.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a nine square-foot Retail Establishment with Accessory Package Liquor Off-Sale use within an existing 3,187 square-foot Convenience Store located at 500 South Decatur Boulevard. This location is more than 400 feet from any church, school, child care facility or city park and thus no waivers are required. The proposed use is less than 10% of the total retail floor space of the establishment and will not increase the parking space requirement. The proposed use can be conducted in a harmonious and compatible manner within the existing retail establishment and with the adjacent commercial uses. Staff recommends approval. If denied, packaged liquor cannot be sold on the premises and the Convenience Store will remain.

ISSUES

- A Retail Establishment with Accessory Package Liquor Off-Sale use is permitted in the C-2 (General Commercial) Zoning District with the approval of a Special Use Permit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/22/95	The Planning Commission approved a request for an Aesthetic Review (AR-0006-95) for a proposed convenience store with gasoline sales located at 500 South Decatur Boulevard. The Planning and Development staff recommended approval.
07/19/95	The City Council approved a request for a Special Use Permit (U-0064-95) to allow the sale of beer and wine in conjunction with a proposed convenience store located at 500 South Decatur Boulevard. The Board of Zoning Adjustment and staff recommended approval.
07/17/96	The City Council approved a request for a one year Extension of Time [(U-0064-95(1)] for an approved Special Use Permit (U-0064-95) to allow the sale of beer and wine in conjunction with a proposed convenience store located at 500 South Decatur Boulevard. The Board of Zoning Adjustment and staff recommended approval.
01/25/11	The Planning Commission voted (5-1-1/rt/gf) to recommend APPROVAL of this request (PC Agenda Item 51/jg).

Most Recent Change of Ownership	
08/01/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1961	The original Service Station was constructed.
06/04/96	A building permit (96394816) was issued for a retail building at 500 South Decatur Boulevard. The permit was finaled on 12/30/96.
08/19/96	A building permit (96396987) was issued for a fuel tank at 500 South Decatur Boulevard. The permit was finaled on 12/13/96.
10/08/96	A building permit (96020288) was issued for a fuel pump canopy at 500 South Decatur Boulevard. The permit was finaled on 12/13/96.
11/06/96	A building permit (96022242) was issued for signage at 500 South Decatur Boulevard. The permit was finaled on 12/03/96.
12/17/96	A business license (#C05-01792) was issued for a Tobacco Dealer at 500 South Decatur Boulevard. The license is currently active.
12/17/96	A business license (C08-01517) was issued for a Coin Amusement Machines at 500 South Decatur Boulevard. The license is marked out of business on 04/29/08.
12/17/96	A business license (C15-00169) was issued for a Convenience Store at 500 South Decatur Boulevard. The license is currently active.
12/17/96	A business license (L10-00159) was issued for a Beer/Wine/Cooler Off-Sale at 500 South Decatur Boulevard. The license is currently active.
01/24/97	A business license (C20-01761) was issued for a Convention Hall Gaming Tax at 500 South Decatur Boulevard. The license is currently active.
01/24/97	A business license (G01-01764) was issued for a Gaming Restricted at 500 South Decatur Boulevard. The license is currently active.
12/07/09	A building permit (152487) was issued for a 49 square-foot canopy sign at 500 South Decatur Boulevard. The permit was finaled on 02/09/09.
12/09/09	A building permit (152757) was issued for a 99 square-foot pylon sign at 500 South Decatur Boulevard. The permit was finaled on 02/09/09.

Pre-Application Meeting	
11/03/10	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/14/10	During a site visit, staff noted a well maintained convenience store with fuel pumps, with multiple unpermitted banners.

Details of Application Request	
Site Area	
Net Acres	0.50

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store	SC (Service Commercial)	C-2 (General Commercial)
North	Shopping Center	GC (General Commercial)	C-2 (General Commercial)
South	Restaurant	SC (Service Commercial)	C-2 (General Commercial)
East	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	SC (Service Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Decatur Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Alta Drive	Secondary Collector	Master Plan of Streets and Highways	80	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement - Per approve Aesthetic Review (AR-0006-95).							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Convenience Store (Service Station without Automotive Repair)	3,187 SF	1/250 SF	13				
TOTAL SPACES REQUIRED			13		14		Y
Regular and Handicap Spaces Required			12	1	13	1	Y
Loading Spaces			0		0		Y

ANALYSIS

A Retail Establishment with Accessory Package Liquor Off-Sale use is defined by Title 19.20.020 as "a retail establishment:

(1) Whose license to sell alcoholic beverages authorizes their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold; and
(2) In which the sale of alcoholic beverages is ancillary to the retail use, and in which no more than ten percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages.

The term includes an establishment that provides on-premises wine, cordial and liqueur tasting if the licensee also holds a wine, cordial and liqueur tasting license for that location."

The proposed use complies with all minimum Special Use Requirements of Title 19.04 for a Retail Establishment with Accessory Package Liquor Off-Sale use. No additional parking is required for the proposed use. The proposed Retail Establishment with Accessory Package Liquor Off-Sale use is located in the A-O (Airport Overlay) District and meets the restriction of 175 feet. The subject site has an existing on street bike lane located along the northern property line, which will not be impacted by the proposed use. The proposed use can be conducted in a manner that is harmonious and compatible with the surrounding uses; staff therefore recommends approval of this request.

FINDINGS (SUP-40376)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Retail Establishment with Accessory Package Liquor Off-Sale use will be located within the existing Convenience Store. The proposed use can be conducted in a manner that is harmonious and compatible with the use in the existing site and with the commercial uses on adjacent properties.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of the proposed use. There is no additional parking requirement for a Retail Establishment with Accessory Package Liquor Off-Sale use other than that which is required for the principal use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed by Decatur Boulevard and Alta Drive. These streets are of sufficient size to accommodate the needs of the proposed Retail Establishment with Accessory Package Liquor Off-Sale use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

Approval of the proposed Special Use Permit will not compromise the public health, safety and general welfare, as the use will be subject to regular inspections for business licensing.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed use will be located within an existing Convenience Store with Service Station and complies with the minimum Special Use Permit requirements. The use will devote less than 10% of the gross floor space within the existing Convenience Store for the sale of alcoholic beverages and meets all distance separation requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 522 (By City Clerk)

APPROVALS 3

PROTESTS 7

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40376** APN: 138-36-701-003

Name of Property Owner: Charleston Heights Shopping

Name of Applicant: Short Line Express Market

Name of Representative: Liz Lutz

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: MANAGER Barry W Becker

Subscribed and sworn before me

This 15th day of November, 2010

_____

Notary Public in and for said County and State

NOTARY PUBLIC
ROSA VALANTASIS
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. AUG. 29, 2012
No: 08-7819-1

RECEIVED
DEC 03 2010

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Short Line Express Market

Project Address (Location) 500 S. Decatur Blvd. LV NV 89107

Project Name Short Line Express Market **Proposed Use** _____

Assessor's Parcel #(s) 138-36-701-003 **Ward #** one

General Plan: existing C-store proposed C-store w/ Liquor **Zoning:** existing Beer/Wine Offsale proposed Beer/Wine Liquor

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .5 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Charleston Hts Shopping Ctr **Contact** _____

Address 50 S. Jones Blvd. **Phone:** 878-1903 **Fax:** 878-1057

City Las Vegas **State** NV **Zip** 89107

E-mail Address _____

APPLICANT Short Line Express Market **Contact** Duane Shields

Address 7380 Eastgate Rd. Ste 110 **Phone:** 396-6703 **Fax:** 396-6705

City Henderson **State** NV **Zip** 89011

E-mail Address tadrace@AOL.com

REPRESENTATIVE Short Line Express Mkt **Contact** Liz Lutz

Address 7380 Eastgate Rd Ste 110 **Phone:** 396-6703 **Fax:** 396-6705

City Henderson **State** NV **Zip** 89011

E-mail Address MZLIZ620AOL.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 Barry W Becker Unsigned

Subscribed and sworn before me

This 15th day of November, 20 10.

Rosa Valantasis

Notary Public in and for said County and State

NOTARY PUBLIC
ROSA VALANTASIS
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. AUG. 29, 2012
No: 08-7819-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-40376
Meeting Date:	1/26/10 PC
Total Fee:	$1,280
Date Received:*	12/3/10
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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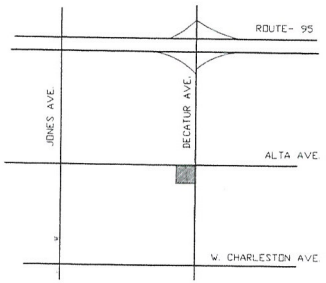
CONVENIENCE STORE @ DECATUR & ALTA

for: BECKER ENTERPRISES

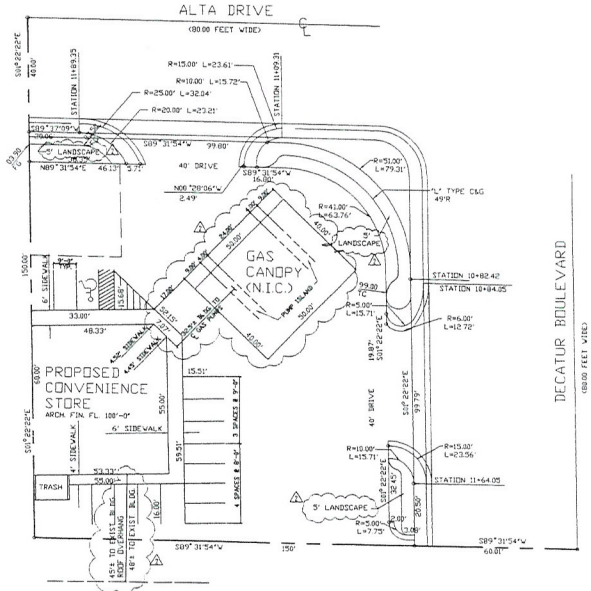
CODE ANALYSIS

CODE 1994 U.B.C.	
PROJECT:	CONVENIENCE STORE
CONSTRUCTION TYPE:	V-N
OCCUPANCY:	M
ALLOWABLE AREA:	8,000 SQ. FT.
ACTUAL AREA:	3187 SQ. FT.
FIRE SUPPRESSION:	FULLY SPRINKLED
OCCUPANCY LOAD	70
PARKING REQUIRED:	12
PARKING PROVIDED:	14 + 1 H.C.=15 TOTAL



VICINITY MAP

NO SCALE



SITE PLAN

SCALE: 1"=20'-0"

SUP-40376

INDEX OF DRAWINGS

#	DESCRIPTION
A-1.1	COVER SHEET, SITE PLAN & CODE ANALYSIS
A-2.1	FLOOR PLAN & SITE PLAN
A-3.1	REFLECTED CEILING PLAN
A-4.1	ROOF PLAN
A-5.0	EXTERIOR & INTERIOR ELEVATIONS
A-5.1	EXTERIOR & INTERIOR ELEVATIONS
A-6.1	BUILDING SECTIONS & TRASH ENCLOSURE DETAILS
A-7.1	ARCHITECTURAL DETAILS
A-8.1	SCHEDULES & DETAILS
FR1	FIRE RESISTANCE STANDARDS
E-1.1	SPECIFICATIONS, SYMBOL LIST, FIXTURE SCHEDULES & ELECTRICAL SITE PLAN
E-2.1	LIGHTING PLAN
E-3.1	POWER & AUXILIARY PLAN
E-4.1	SINGLE LINE AND RISER DIAGRAMS
E-5.1	PANEL SCHEDULES
M-1	MECHANICAL FLOOR PLAN & SCHEDULES
P-1	PLUMBING FLOOR PLAN
P-2	PLUMBING SCHEDULES, ISOMETRICS & DETAILS
S-1	POST TENSION DETAILS / GENERAL NOTES
S-2	FOUNDATION PLAN
S-3	ROOF FRAMING PLAN
S-4	STRUCTURAL DETAILS
SP-1	SPECIFICATIONS
SP-1.1	SPECIFICATIONS
	FOOD SERVICE EQUIPMENT DRAWINGS (BY OTHERS)
K-1	KITCHEN EQUIPMENT PLAN & SCHEDULES
K-2	KITCHEN EQUIPMENT ELEVATIONS
K-3	KITCHEN EQUIPMENT ELEVATIONS
G-1	KITCHEN EQUIPMENT GENERAL NOTES
KE-1	KITCHEN EQUIP. ELECTRICAL NOTES & SCHEDULES
KP-1	KITCHEN EQUIP. PLUMBING NOTES & SCHEDULES
KR-1	REFRIGERATION EQUIPMENT PLAN

CONSULTANTS

STRUCTURAL
MENDENHALL SMITH INC
4620 SOUTH ARVILLE, SUITE A
LAS VEGAS, NEVADA, 89103
367-6725

MECHANICAL/ PLUMBING
H.H. IRBY & ASSOC
5348 VEGAS DRIVE, SUITE B
LAS VEGAS NEVADA 89108
[illegible]

ELECTRICAL
ABF CONSULTING ENGINEERS
2330 PASEO DEL PRADO, SUITE C-107
LAS VEGAS, NEVADA, 89102
248-0338

FOOD SERVICE EQUIPMENT
NEW HORIZONS
4360 SOUTH DECATUR, SUITE C
LAS VEGAS, NEVADA, 89103
253-7583

CIVIL (UNDER SEPARATE CONTRACT)

RECEIVED
DEC 03 2010

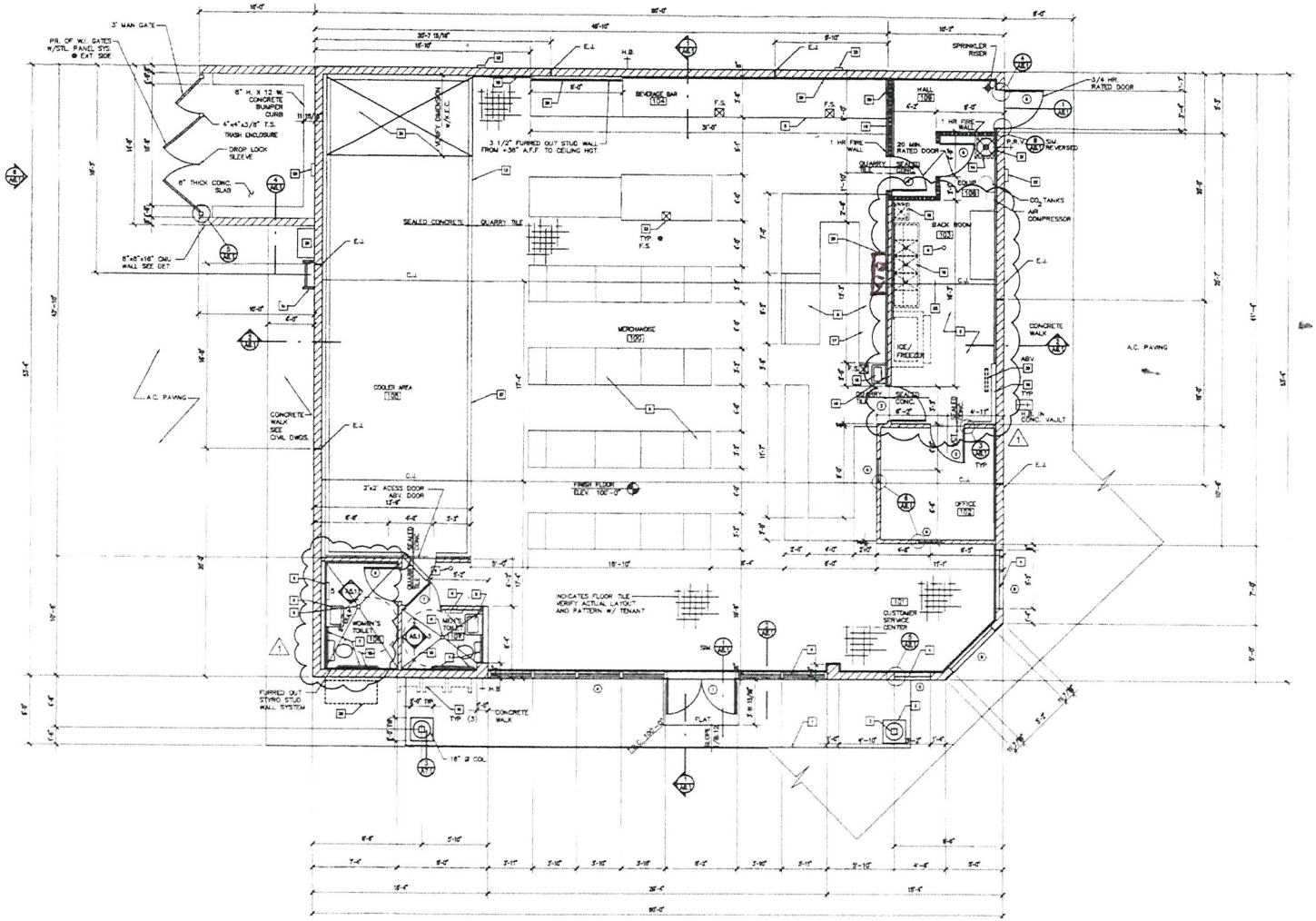
Richard Luke ARCHITECTS
2805 South Decatur Blvd. Suite 218
Las Vegas, Nevada 89102 (702) 876-2500

Revisions:
4-19-96
5-1-96

CONVENIENCE STORE @ DECATUR & ALTA
for: BECKER ENTERPRISES LAS VEGAS, NEVADA

Date: 12-27-95
Drawn: ML
Job No. 95175

A-1.1



FLOOR PLAN

SCALE: 1/4"=1'-0"

3187 S.F.

NORTH

NOTE: ALL FOODSERVICE EQUIPMENT LOCATIONS SHOWN ON THIS SHEET ARE SCHEMATIC ONLY. REFER TO FOOD SERVICE EQUIPMENT DRAWINGS

GENERAL NOTES

1. THE GENERAL CONTRACTOR SHALL FIELD VERIFY EXISTING DIMENSIONS AND ACTUAL CONDITIONS PRIOR TO COMMENCING THE WORK.
2. THE GENERAL CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS AND ADVISE THE ARCHITECT OF ANY DISCREPANCIES IN THE DIMENSIONS OR DRAWINGS PRIOR TO CONSTRUCTION.
3. ALL DIMENSIONS ARE TO THE FACE OF STUD OR BLOCK U.N.O.
4. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION
5. FINISH FLOOR ELEVATION ASSUMED TO BE 100'-0"
6. ALL PROJECT CONSTRUCTION TO CONFORM TO CHAPTER 11 U.B.C.

WALL TYPES

- INDICATES EXTERIOR, LOAD BEARING (ONE HOUR WEST WALL ONLY) 8x8x16 CMU WALL W/ 3/8" PORTLAND CEMENT PLASTER ON THE EXTERIOR SIDE AND STYRO-STUD WALL SYSTEM W/ 1 LAYER OF 5/8" TYPE 'X' GYP. BD. ON INTERIOR SIDE - FINISH PER SCHEDULE
- INDICATES INTERIOR NON-BEARING, NON-RATED CONSTRUCTION - 1 LAYER 5/8" GYP. BOARD EACH SIDE OVER 2x4 STUDS AT 16" O.C. W/ PRESSURE TREATED SILL - FINISH PER SCHEDULE
- INDICATES 2x6 PLUMBING WALL, 2x6 WOOD STUDS @ 16" O.C. W/ R-19 INSULATION AND 5/8" GYP. BD. EACH SIDE
- INDICATES 2x4 PLUMBING WALL, 2x4 WOOD STUDS @ 16" O.C. & 5/8" GYP. BD. ONE SIDE
- INDICATES 1 HR. CORRIDOR, 1 LAYER 5/8" TYPE X GYP. BD. EACH SIDE OF 2X4 WOOD STUDS. SEE WALL TYPE F1 ON SHEET FP1 FOR CONSTRUCTION DETAILS.

keynotes

#	DESCRIPTION
1	OUTLINE OF ROOF ABOVE - SEE ROOF PLAN
2	CO1 CONCRETE COLUMN - TUSCAN COL. NO. CT8
3	4x4 POST INSIDE COLUMN
4	STOREFRONT SYSTEM - SEE SCHEDULES
5	LAVATORY - SEE PLUMBING PLANS
6	PAPER TOWEL DISPENSER - SEE INTERIOR ELEVATIONS
7	GRAB BARS - SEE INTERIOR ELEVATIONS
8	SEE KITCHEN EQUIPMENT PLANS FOR EQUIPMENT
9	FLOOR DRAIN - SEE PLUMBING DWGS.
10	(3) PUBLIC TELEPHONES - INSTALLED BY TELEPHONE CO. COORD. LOCATION W/ OWNER. CONTRACTOR TO PROVIDE CONDUIT W/PULL STRING
11	NOT USED
12	ROOF ACCESS LADDER
13	BULK HEAD WALL, 8'-1" ABOVE FINISH FLOOR VERIFY W/ KITCHEN EQUIPMENT
14	MOP SINK W/ 4'-6" FRP BOARD WAINSCOT (2) SIDES
15	HAND SINK w/FRP BOARD TO CEILING (2) SIDES WHERE OCCURS - SEE FOOD SERVICES DWGS.
16	UTIL. SINK ASSEMBLY w/FRP BOARD TO CEILING - SEE FOOD SERVICES DWGS.
17	SALES AND FOOD PREP AREA - SEE FOOD SERVICES DWGS.
18	FRP BOARD FULL HEIGHT TO CEILING AT THIS WALL
19	ELECTRICAL PANELS - SEE ELECTRICAL PLANS
20	2'x4'x3/4" F.R. PLYWD. - COORD. LOCATION W/ OWNER
21	WATER HEATER - MOUNT AS HIGH AS POSSIBLE TO UNDER SIDE OF CEILING - SEE PLUMBING DWGS.
22	DOWNSPOUT FROM SCUPPER ABOVE - SEE ROOF PLAN
23	SLOPE FLOOR TO DRAIN - SEE FOUNDATION PLAN
24	SPECIAL INSULATED FREEZER FLOOR SLAB CONST. - SEE STRUCT. & X.E.C.
25	WATER PURIFICATION EQUIPMENT BY OWNER PROVIDE POWER & WATER CONNECTION
26	ELECTRICAL MAIN SERVICE PANEL
27	PROVIDE 20"x30" ACCESS PANEL w/GYP. BD. COVER. INSTALL ABOVE COOLER. LOCATE AS DIRECTED BY OWNER
28	ICE BAGGER
29	FRP BOARD FROM 36" A.F.F. TO CEILING AT THIS WALL

RECEIVED
DEC 03 2010
SUP-40376

Revisions:
1 4-19-96

Richard Luke ARCHITECTS
2805 South Decatur Blvd. Suite 218
Las Vegas, Nevada 89102 (702) 876-2300

CONVENIENCE STORE
@ DECATUR & ALTA
LAS VEGAS, NEVADA
BECKER ENTERPRISES

FLOOR PLAN

Date: 12/27/95
Drawn: ML
Job No. 95175

A-2.1



SUP-40376 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

12/14/10



SUP-40376 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

12/14/10



SUP-40376 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

12/14/10



SUP-40376 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

12/14/10



SUP-40376 - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HEIGHTS SHOPPING CENTER, LLC
500 SOUTH DECATUR BOULEVARD

12/14/10

Short Line
Express Market
Corporate Office
7380 Eastgate Road, Suite 110
Henderson, NV 89011
Phone# (702) 396-6703 Fax# (702) 396-6705

October 11, 2010

City of Las Vegas
Planing & Development
731 South Fourth Street
Las Vegas, NV 89101

Re: APN#138-36-701-003
Short Line Express Market
500 S. Decatur Blvd.
Package Liquor

Dear Planing and Development,

Our Short Line Express Market, at the address listed above, currently has a Beer and Wine License. We are requesting a Special Use Permit, for this location, so that we may get a Package Liquor License. The liquor will be kept in a locked cabinet, with dimensions of 6' x 6' x 18", behind the counter to the left of the cash registers. This cabinet will be kept locked at all times and only opened only during purchases. This store has 3187 SF, which is more than adequate to handle this type of licensing. This site meets all the requirements and we feel this would be a great opportunity and location for a Package Liquor License.

If you have any further questions please do not hesitate to contact myself at 592-6248 or Liz Lutz at 339-6700 or at the number above.

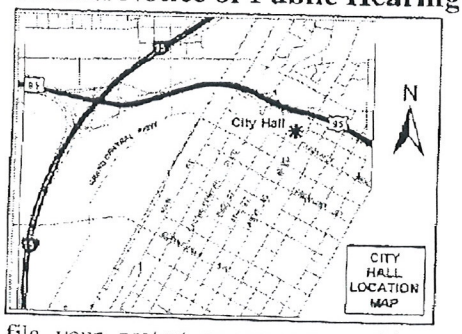
Sincerely,

Duane L. Shields
VP Treasurer

RECEIVED
DEC 06 2010
SUP-40376
REVISED

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376
City Council Meeting of 2/16/2011

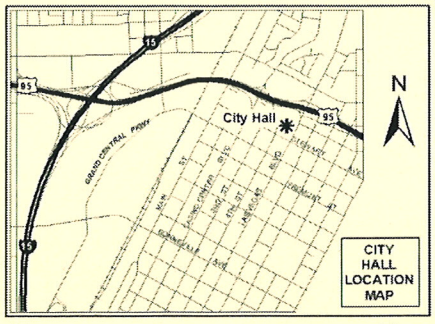
RECEIVED
CITY CLERK
2011 FEB -7 P 2 06

FAULKNER DONALD M & DEBORAH
4520 ALTA DR
LAS VEGAS NV 89107-2925

APN#13931214011

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376
City Council Meeting of 2/16/2011

PRESORTED FIRST CLASS
UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2011 FEB -7 P 12 3

DOLAN MICHAEL T & ALISA
5920 EDRENE AVE
LAS VEGAS NV 89108-2473

APN#13931310023

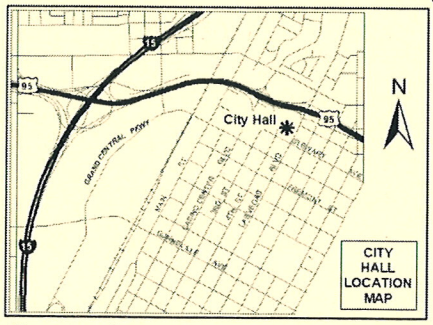
24 KRDGN11 89108

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
FEB 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376

City Council Meeting of 2/16/2011

KILLIAN DENNIS G
601 S DECATUR BLVD
LAS VEGAS NV 89107-3912

RECEIVED
CITY CLERK
2011 FEB -7 P 12:

APN#13931310075

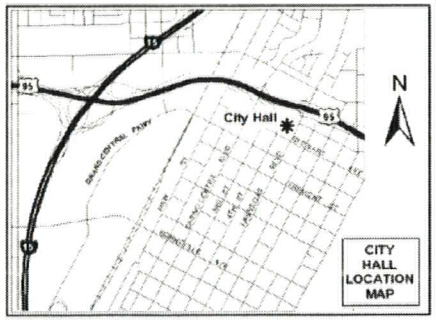
25 KRDGN11 89107

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

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 31 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-40376

13931410031
CORTEZ MONETTE L
4624 W DOVER PL
LAS VEGAS NV 89107-4258

25 KRDFNP1 89107

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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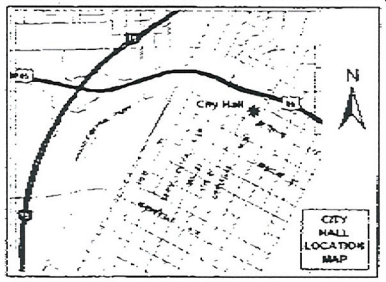
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-40376

13931214018
KEETCH MAX W & CONNIE L
4509 ALTA DR
LAS VEGAS NV 89107-2924

25 KRDFNP1 89107 [redacted]

51

P 1 of 2 PP
01/18/2011

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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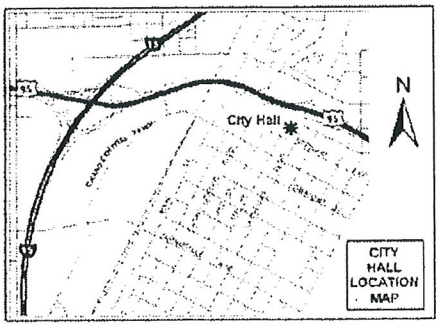

JAN 1 : 2011

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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376
Planning Commission Meeting of 1/25/2011

Case: SUP-40376
13931214027
BROWN JOHN A & SADIE M
P O BOX 28225
LAS VEGAS NV 89126-2225

12 KRDFNP1 89126

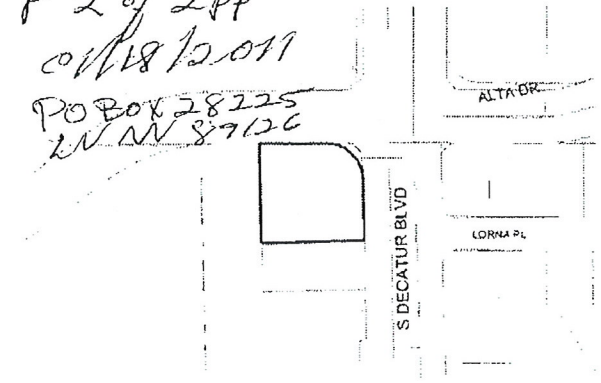
Application Information

SUP-40376 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HGTS SHOPPING CTR, LLC - Request for a Special Use Permit FOR A NINE SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 3,187 SQUARE-FOOT CONVENIENCE STORE at 500 South Decatur Boulevard (APN 138-36-701-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian).

too easily accessible to teenagers; unsafe for teens and seniors because people who buy liquor at these establishments usually are already drinking and tend to annoy other people.
3. Enough liquor selling in this area.

Application Location

P 2 of 2 PP
01/18/2011
PO BOX 28225
LV NV 89126



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*January 25, 2011*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

51 P

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 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 da

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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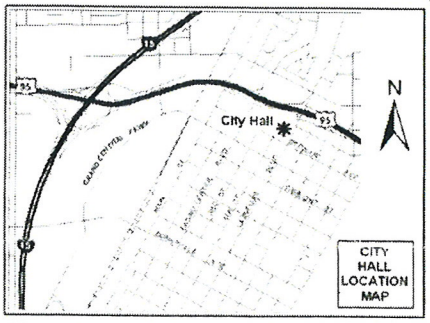

There is already a liquer store, within 100 yards. I Don't think we need another one.

Thank-you

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376

Planning Commission Meeting of 1/25/2011

Case: SUP-40376

13931310023
DOLAN MICHAEL T & ALISA
5920 EDRENE AVE
LAS VEGAS NV 89108-2473

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JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

51
P

24 KRDFNP1 89108

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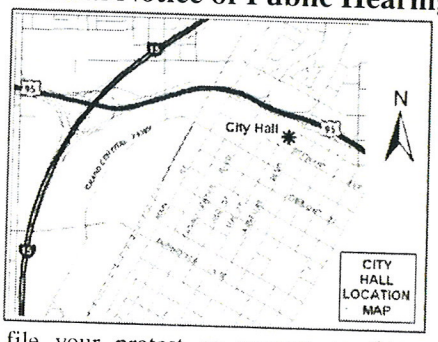

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JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376

Planning Commission Meeting of 1/25/2011

Case: SUP-40376

13931310078
LAMBORGHINI FAMILY TR
4618 HAYES PL
LAS VEGAS NV 89107-4144

5 1 P

25 KRDFNP1 89107

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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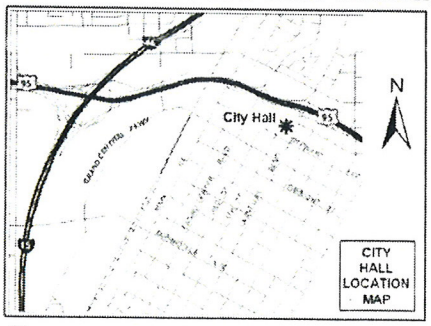

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-40376
13931213023
HOKANSON G KENT & JULENE D
4525 NOLAN LN
LAS VEGAS NV 89107-2944

51
9

25 KRDFNP1 89107

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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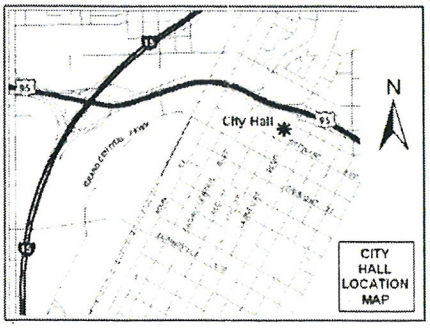

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 24 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-40376

13931214011
FAULKNER DONALD M & DEBORAH
4520 ALTA DR
LAS VEGAS NV 89107-2925

25 KRDFNP1 89107

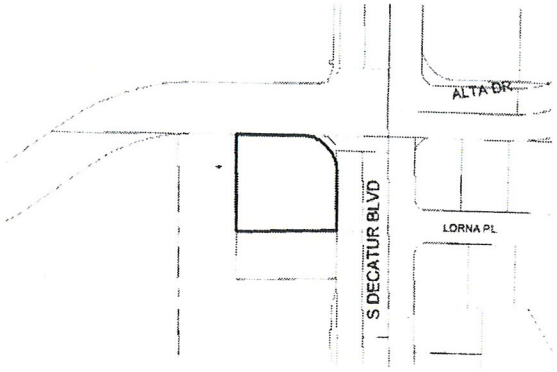
Application Information

SUP-40376 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SHORT LINE EXPRESS MARKET - OWNER: CHARLESTON HGTS SHOPPING CTR, LLC - Request for a Special Use Permit FOR A NINE SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE ESTABLISHMENT USE WITHIN AN EXISTING 3,187 SQUARE-FOOT CONVENIENCE STORE at 500 South Decatur Boulevard (APN 138-36-701-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian).

SELLING PACKAGED LIQUOR WILL NOT DO ANYTHING POSITIVE FOR THE RESIDENTS IN THE NEIGHBORHOOD. WE OPPOSE THIS REQUEST ON THE SAME CORNER DECATUR DRUG BAR IS PROBABLY LESS THAN 100 YARDS FROM SHORT LINE EXP.

Deborah Faulkner Donald M Faulkner

Application Location



The proposed project may not pertain to the entire highlighte project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***January 25, 2011***
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 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 Gener 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 da 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 (70 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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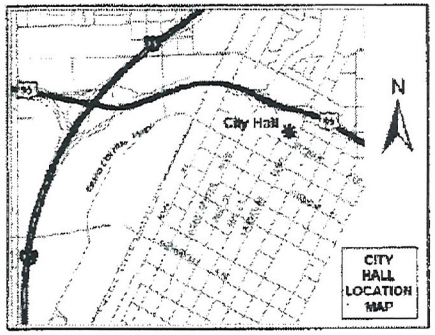

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376
Planning Commission Meeting of 1/25/2011

Case: SUP-40376

13931311057
MOORE GREGORY A
P O BOX 26627
LAS VEGAS NV 89126-0627

12 KRDFNP1 89126

A 51

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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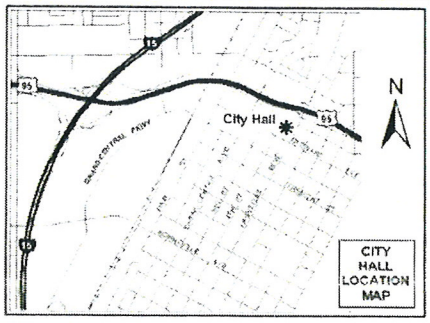

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JAN 20 2011
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Case: SUP-40376

13931310075
KILLIAN DENNIS G
601 S DECATUR BLVD
LAS VEGAS NV 89107-3912

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376
Planning Commission Meeting of 1/25/2011

51
A

25 KRDFNP1 89107

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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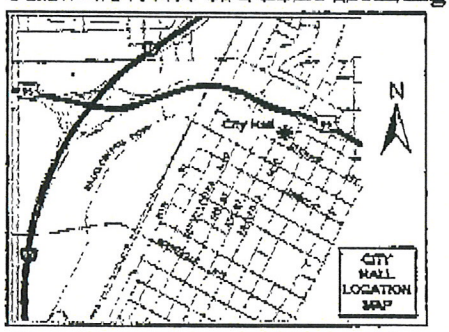

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JAN 19 2011
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PLANNING & DEVELOPMENT

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40376

Planning Commission Meeting of 1/25/2011

Case: SUP-40376

13931410007
MUNN KRISTOPHER
801 S RANCHO #E-4
LAS VEGAS NV 89106-3812

25 KRDFNP1 89106

51
A

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

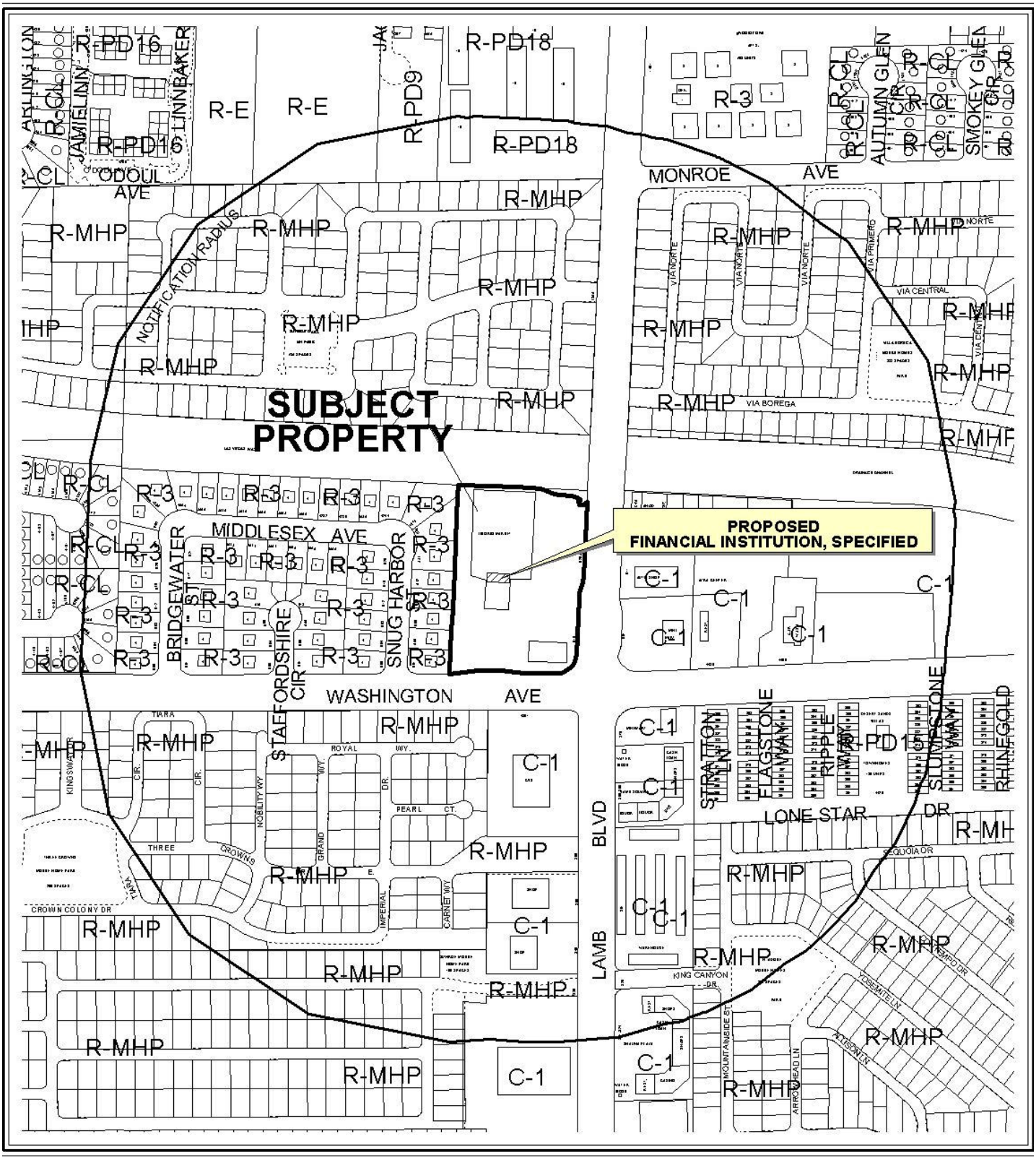
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40402 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SIGUE CORPORATION - OWNER: TRIPLE A, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED (CHECK CASHING) WITH WAIVERS TO ALLOW NO SEPARATION FROM A RESIDENTIAL PARCEL WHERE 200 FEET IS REQUIRED AND TO ALLOW A 1,450 SQUARE-FOOT UNIT WHERE 1,500 SQUARE FEET IS REQUIRED on 3.9 acres at 920 North Lamb Boulevard, Suite #130 (APN 140-30-601-016), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**2**
City Council Meeting	**1**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest Postcard
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Item SUP-40402



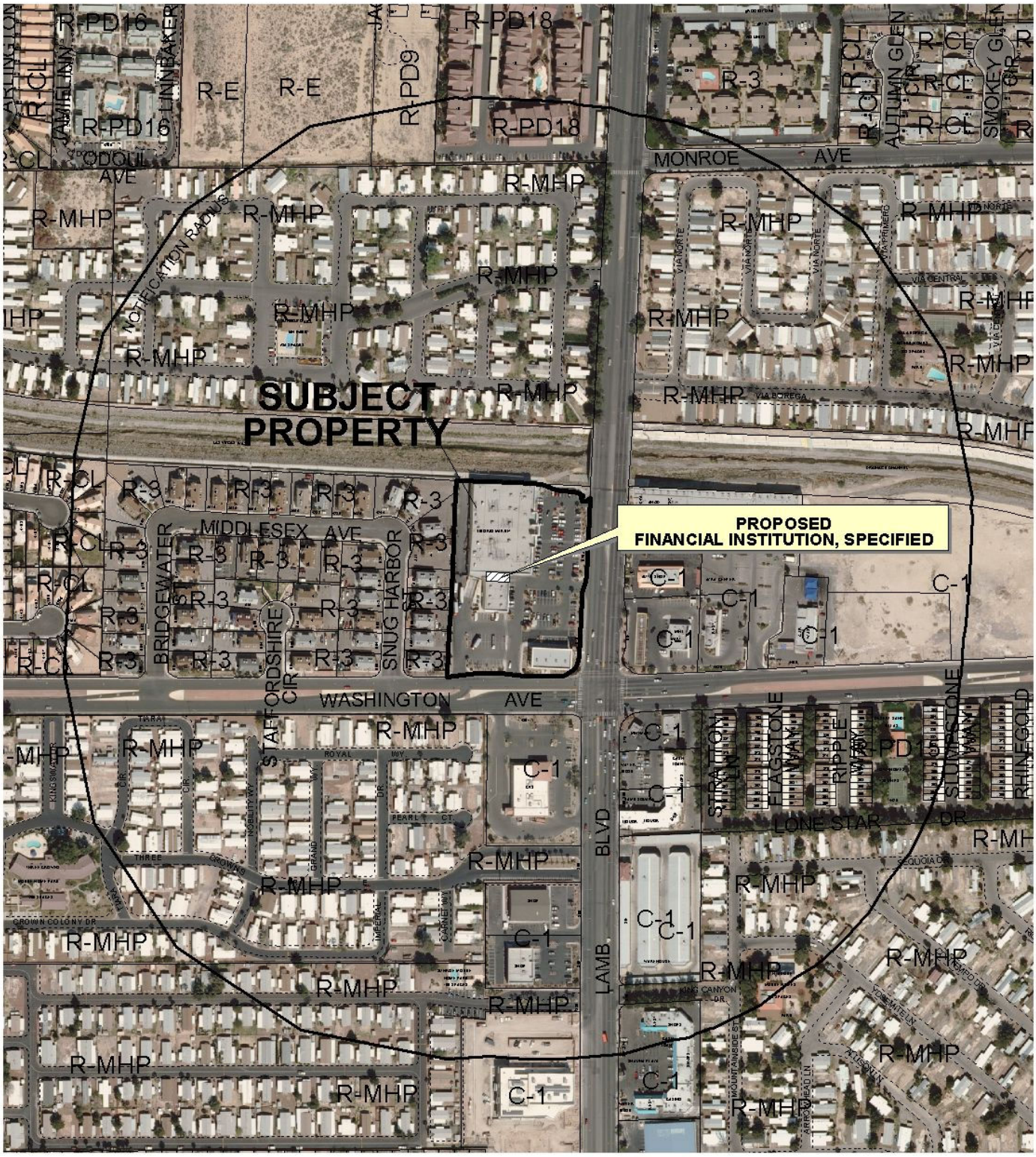
0 300 600 Feet

CASE: **SUP-40402**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

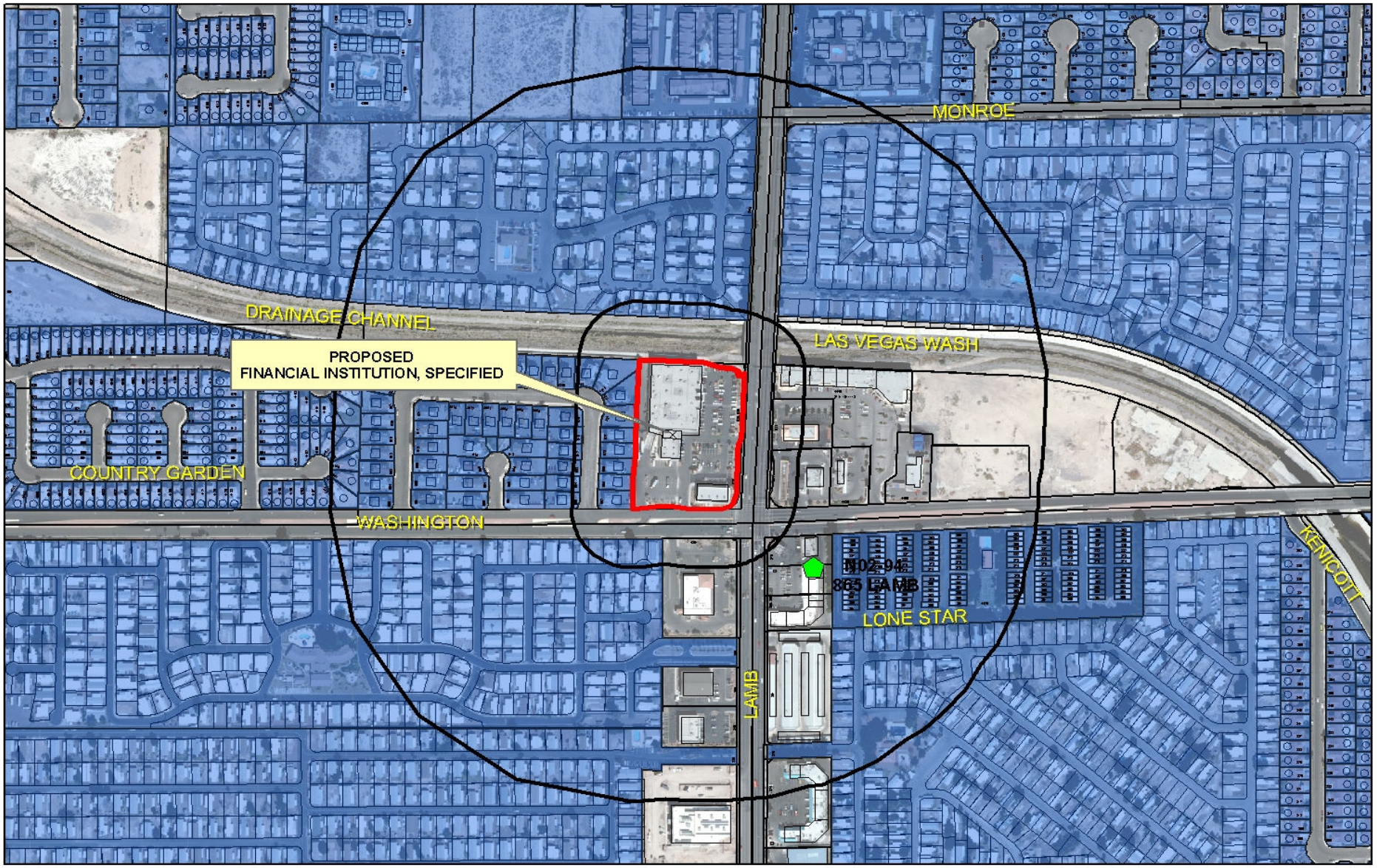
N



CASE: **SUP-40402**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-40402
Financial Institution

Financial Business Locations

- Financial Institution, Specified
- Pawnshops
- Automobile Title Loan

- Subject Property
- Residential Property
- 200ft & 1000ft Buffer

0 270 540 1,080 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SIGUE CORPORATION - OWNER: TRIPLE A, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40402	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-40402 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Financial Institution, Specified use.

2. This Special Use Permit is for check cashing only; there shall be no loans permitted.

3. Conformance to the approved conditions for Site Development Plan Review (SDR-7968), Rezoning (Z-0041-01) and Variance (V-0045-01).

4. This approval shall be void two years from the date of final approval, unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

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. All signage shall be brought into conformance to Title 19.14 and permitted as required by Title 19 and the Department of Building and Safety or removed within 60 days.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed Financial Institution, Specified (Check Cashing) at 920 North Lamb Boulevard, Suite #130. The application includes requests for Waivers to allow no separation from a residential use where 200 feet is required and to allow a 1,450 square-foot facility where a minimum 1,500 square-foot facility is required. This project is located within a 3.9 acre shopping center, which is able to accommodate a variety of uses. Based upon the requested Waivers, denial of this request is recommended. If denied, the applicant may not operate a Financial Institution, Specified (Check Cashing) use from this location.

ISSUES

- A Financial Institution, Specified use is only permissible in the C-1 (Limited Commercial) zoning district upon approval of a Special Use Permit.
- Waivers of Title 19.04 minimum Special Use Permit requirements to allow no distance separation from residential property and to allow a Financial Institution, Specified use in a building less than 1,500 square feet are required for approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/20/81	The City Council approved a Rezone (Z-0026-81) this site from R-MHP (Residential Mobile / Manufactured Home Park) to C-1 (Limited Commercial) and R-3 (Medium Density Residential) on property generally located on the northwest corner of Lamb Boulevard and Washington Avenue. The Planning Commission and staff recommended approval.
12/17/86	The City Council approved a Resolution of Intent to Rezone (Z-0087-86) on property generally located on the northwest corner of Lamb Boulevard and Washington Avenue from R-MHP (Residential Mobile / Manufactured Home Park) to C-1 (Limited Commercial). The Planning Commission and staff recommended approval. The property was not developed, and the Resolution of Intent expired on February 20, 1992.

09/19/01	The City Council approved a General Plan Amendment (GPA-0016-01) from LI/R (Light Industrial – Research) and M (Medium Density Residential) to SC (Service Commercial), a Rezoning (Z-0041-01) from R-MHP (Residential Mobile/Manufactured Home Park) to C-1 (Limited Commercial), a Variance (V-0045-01) for a zero rear-yard setback, Special Use Permits (U-0089-01, U-0090-01 and U-0091-01) for packaged liquor, beer and wine sales, and gasoline sales, and a Site Development Plan Review [Z-0041-01(1)] for a 45,309-square foot commercial center on property generally located on the northwest corner of Lamb Boulevard and Washington Avenue. The Planning Commission and staff recommended approval.
01/22/03	The City Council approved a Master Sign Plan (MSP-1258) for a 45,309 square-foot Retail Commercial Center on property generally located on the northwest corner of Lamb Boulevard and Washington Avenue. The Planning Commission and staff recommended approval.
09/21/05	The City Council approved a Site Development Plan Review (SDR-7968) for a proposed 5,000 square-foot retail building in conjunction with an existing shopping center, and waivers of the 60% glazing requirement and a reduction of foundation and parking area landscaping standards on property generally located on the northwest corner of Lamb Boulevard and Washington Avenue. The Planning Commission and staff recommended approval.
01/25/11	The Planning Commission voted (6-0-1/rt) to recommend DENIAL (PC Agenda Item 52/jg).

Most Recent Change of Ownership	
07/31/01	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.2003	The 43,280 square-foot Retail Commercial Center was constructed.
10/27/03	A building permit (3022960) was issued for a Certificate of Competition for a Spec Suite at 920 North Lamb Boulevard, Suite #130. The permit was finaled on 12/23/03.
05/06/04	A building permit (04011185) was issued for a 1,438 square-foot Tenant Improvement at 920 North Lamb Boulevard, Suite #130. The permit was finaled on 07/12/04.
09/15/04	A business license (W10-00067) was issued for a Wire Service at 920 North Lamb Boulevard, Suite #130. The license was marked out of business 09/18/09.
12/15/05	A business license (M18-03424) was issued for a Management / Consulting Service at 920 North Lamb Boulevard, Suite #130. The license was marked out of business 09/18/09.

10/21/09	A business license (W10-00336) was issued for a Wire Service at 920 North Lamb Boulevard, Suite #130. The license is active.
11/23/09	A business license (T07-00918) was issued for a Travel / Ticket Agency at 920 North Lamb Boulevard, Suite #130. The license is active.

Pre-Application Meeting	
11/03/10	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. Topics included: • The zero-foot distance separation from residential property will require a Waiver. • To allow a Financial Institution, Specified use in a building less than 1,500 square feet will require a Waiver.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/14/10	During a site visit, staff noted a Shopping Center that was clean and free of debris, but does contain various unpermitted banners. The existing Wire Service / Travel Agency has unpermitted window signage.

Details of Application Request	
Site Area	
Net Acres	3.96

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
North	Las Vegas Wash	PF (Public Facility)	Las Vegas Wash

South	Mobile Home Park	ML (Medium-Low Residential)	R-MHP (Residential Mobile / Manufactured Home Park
	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
East	Commercial/Retail	SC (Service Commercial)	C-1 (Limited Commercial)
West	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails	X		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

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Washington Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y
Lamb Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	48,280 SF	1/250	194				
TOTAL SPACES REQUIRED			194		197		Y
Regular and Handicap Spaces Required			188	6	191	6	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 200-Foot minimum distance separation from a residentially zoned property.	To allow a zero-Foot distance separation.	Denial
A 1,500 square-foot building.	To allow a 1,450 square-foot building.	Denial

ANALYSIS

A Financial Institution, Specified use is defined by Title 19.20.020 as "any business whose primary function is to lend money; to cash checks or other negotiable instruments for a fee, service charge or other consideration; or to provide funds in exchange for the acceptance of a check on a post-dated or deferred-deposit basis. The term includes without limitation a business that provides check cashing services as a principal service offered, a paycheck advance service, and any business primarily providing cash loans, installment loans or cash advances. The term does not include a pawn shop or a limited check cashing service, as defined in this Section."

The applicant proposes to locate a Financial Institution, Specified (Check Cashing) use within a 1,450 square-foot retail suite in an existing 48,280 square-foot Shopping Center. An existing off-street bike trail is located along the north property line and an on-street bike path is located along the south property line, and will not be negatively impacted by the proposed use. A condition of approval has been added that no loans are to be permitted, as the applicant's request is for Check Cashing in conjunction with an existing wire service use. The Financial Institution, Specified use, as proposed, does not meet all of the minimum Title 19 requirements. The applicant has requested Waivers to allow the use to be located with no separation from residentially zoned property where a 200-foot separation distance is required and to allow a 1,450 square-foot facility where a minimum 1,500 square foot facility is required. Based on the Waivers requested, staff recommends denial. If denied, the applicant may not operate the Financial Institution, Specified (Check Cashing) use from this location.

FINDINGS (SUP-40402)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

The proposed Financial Institution, Specified use can be conducted in a manner that is compatible with the surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is not physically suitable for the type and intensity of the proposed use, as is evident by the requested Waivers.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The site is accessed by Washington Avenue and Lamb Boulevard. These streets are of sufficient size to accommodate the needs of the proposed Financial Institution, Specified use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of a Special Use Permit for this use at this location will not compromise the public health, safety, or welfare, as the use is subject to licensing and inspections by the City of Las Vegas.

5. **The use meets all of the applicable conditions per Title 19.04.**

   Pursuant to Title 19.04, the Minimum Special Use Permit Requirements for a Financial Institution, Specified use mandate that the use not be located within 200 feet of residential property or that the use occurs within a building less than 1,500 square feet. Denial of this application is recommended, based upon non-conformance to Title 19.04 requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 159 (By City Clerk)

APPROVALS 2

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40402** APN: 140-30-601-016

Name of Property Owner: Triple A LLC

Name of Applicant: Sigue Corporation

Name of Representative: Cathe Casillas

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: JOHN ALEJO - MEMBER MGR

Subscribed and sworn before me

This 8th day of November, 20 10

California - Los Angeles County

Notary Public in and for said County and State

EVELIN MARITZA ESCOBAR
Commission # 1822113
Notary Public - California
Los Angeles County
My Comm. Expires Nov 10, 2012

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Sigue Corporation

Project Address (Location) 920 N. Lamb Blvd, Suite 130, Las Vegas, NV 89110

Project Name _____ **Proposed Use** Financial Institution

Assessor's Parcel #(s) 140-30-601-016 **Ward #** _____

General Plan: existing SC proposed SC **Zoning:** existing C-1 proposed C-1

Commercial Square Footage 1450 SF **Floor Area Ratio** _____

Gross Acres 3.9 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Triple A LLC **Contact** John Alejo

Address 171 S. Hudson Ave. **Phone:** (626) 564-1100 **Fax:** (626) 564-1150

City Pasadena **State** CA **Zip** 91101

E-mail Address _____

APPLICANT Sigue Corporation **Contact** Cathe Casillas

Address 13291 Ralston Ave **Phone:** (818) 493-5101 **Fax:** (866) 744-8308

City Sylmar **State** CA **Zip** 91342

E-mail Address cathe.casillas@sigue.com

REPRESENTATIVE Cathe Casillas **Contact** Cathe Casillas

Address 13291 Ralston Ave. **Phone:** (818) 493-5101 **Fax:** (866) 744-8308

City Sylmar **State** CA **Zip** 91342

E-mail Address cathe.casillas@sigue.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 JOHN ALEJO - MEMBER MANAGER

Subscribed and sworn before me

This 8th day of November, 20 10.

California - Los Angeles County

Notary Public in and for said County and State

EVELIN MARITZA ESCOBAR
Commission # 1822113
Notary Public - California
Los Angeles County
My Comm. Expires Nov 10, 2012

FOR DEPARTMENT USE ONLY

Case #	SUP-40402
Meeting Date:	1/25/11 PC
Total Fee:	$1,030
Date Received:*	12/8/10
Received By:	

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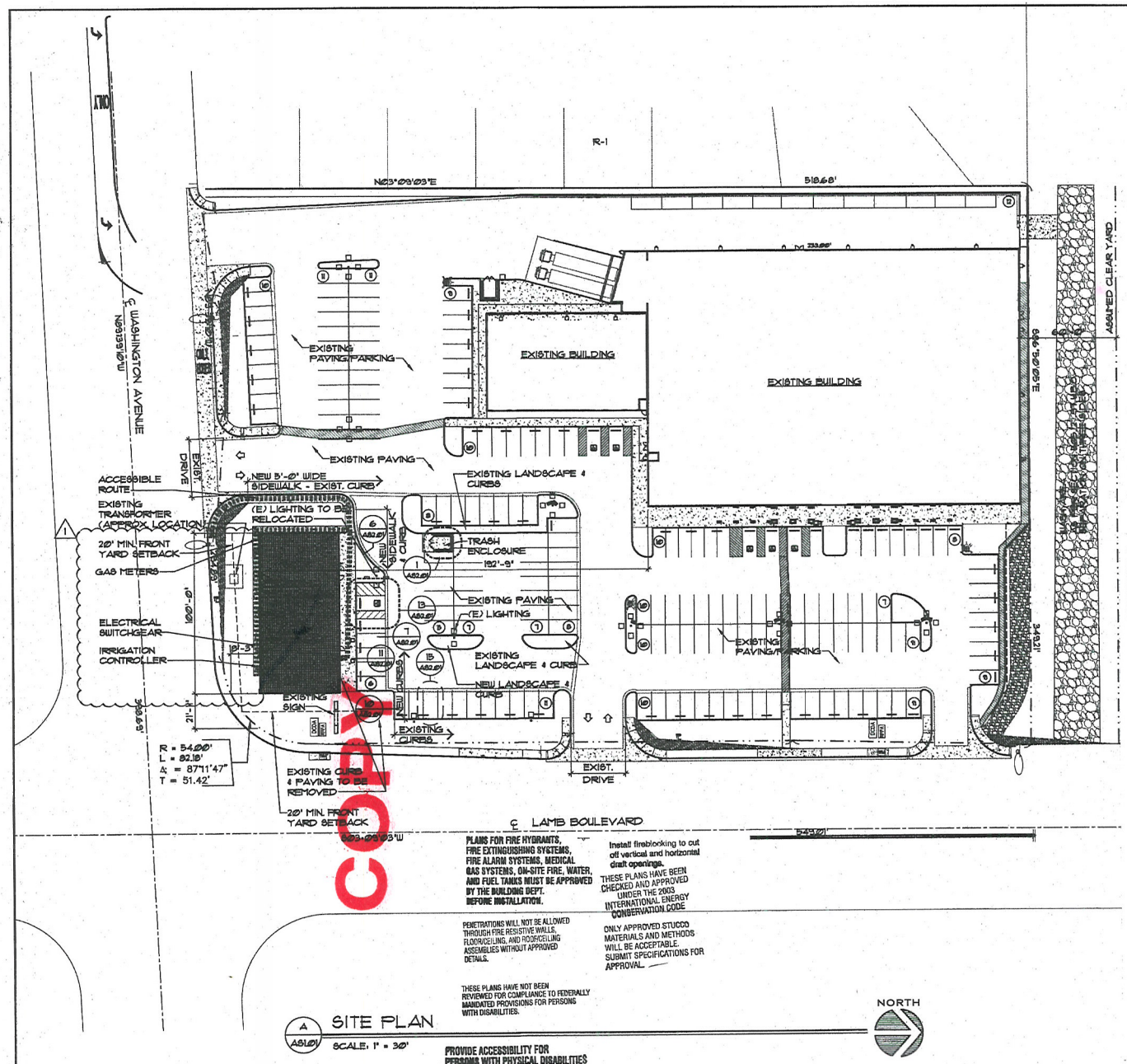
DEC 08 2010

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



A AS1.01 SITE PLAN

SCALE: 1" = 30'

PLANS FOR FIRE HYDRANTS, FIRE EXTINGUISHING SYSTEMS, FIRE ALARM SYSTEMS, MEDICAL GAS SYSTEMS, ON-SITE FIRE, WATER, AND FUEL TANKS MUST BE APPROVED BY THE BUILDING DEPT. BEFORE INSTALLATION.

PENETRATIONS WILL NOT BE ALLOWED THROUGH FIRE RESISTIVE WALLS, FLOOR/CEILING, AND ROOF/CEILING ASSEMBLIES WITHOUT APPROVED DETAILS.

THESE PLANS HAVE NOT BEEN REVIEWED FOR COMPLIANCE TO FEDERALLY MANDATED PROVISIONS FOR PERSONS WITH DISABILITIES.

PROVIDE ACCESSIBILITY FOR PERSONS WITH PHYSICAL DISABILITIES

Install fireblocking to cut off vertical and horizontal draft openings.

THESE PLANS HAVE BEEN CHECKED AND APPROVED UNDER THE 2003 INTERNATIONAL ENERGY CONSERVATION CODE

ONLY APPROVED STUCCO MATERIALS AND METHODS WILL BE ACCEPTABLE. SUBMIT SPECIFICATIONS FOR APPROVAL

GENERAL NOTES

1. SEE LANDSCAPE DRAWINGS FOR LANDSCAPING INFORMATION.
2. SEE CIVIL DRAWINGS FOR ALL SITE LAYOUT DIMENSIONS, CURBS, GUTTERS, AND PLANTERS.
3. SEE CIVIL, PLUMBING, AND ELECTRICAL DRAWINGS FOR UTILITY LINES.
4. SEE CIVIL DRAWINGS FOR ALL GRADING AND DRAINAGE INFORMATION.
5. SITE LAYOUT IS TO BE COORDINATED WITH CIVIL DRAWINGS, IF DISCREPANCIES EXIST, THE CIVIL DRAWINGS SHALL TAKE PRECEDENCE OVER THIS DRAWING. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
6. ALL SITE CONCRETE SHALL RECEIVE WEAKENED PLANE JOINTS @ 15'-Ø" O.C. AND TOOLED JOINTS @ 5'-Ø" O.C.
7. ALL CONCRETE WALKS, LANDINGS, ETC. SHALL BE BROOM FINISH.
8. SLOPE ALL PLANTER AREAS AWAY FROM BUILDING 2% MINIMUM.
9. SLOPE ALONG ACCESSIBLE ROUTE WILL NOT EXCEED 5% IN THE DIRECTION OF TRAVEL AND 2% CROSS SLOPE.

LEGEND

ACCESSIBLE ROUTE

RE: SDR-7968 - SITE DEVELOPMENT PLAN REVIEW

Dear Mr. Alden:

Your request for a Site Development Plan Review FOR A PROPOSED 3,000 SQUARE-FOOT RETAIL BUILDING IN CONJUNCTION WITH AN EXISTING SHOPPING CENTER AND WAIVERS OF THE 60% GLAZING REQUIREMENT, AND FOR A REDUCTION OF FOUNDATION AND PARKING AREA LANDSCAPING STANDARDS on 4.09 acres adjacent to the northwest corner of Washington Avenue and Lamb Boulevard (APN 140-08-610-014), Commercial Tourist, Ward 2 (Reese), was considered by the Planning Commission on August 15, 2007.

The Planning Commission voted to recommend APPROVAL of your request, subject to the following:

Planning and Development

1. Compliance with all conditions of approval for Z-0041-01 and all other related abandoned actions.
2. This Site Development Plan Review shall expire two years from date of final approval unless it is extended as an Extension of Time is granted by the City of Las Vegas.
3. All development shall be in conformance with the site plan and building elevations, date stamped 07/11/07, except as amended by conditions herein.
4. A Waiver is hereby approved to allow a reduction of the 60% glazing requirement and foundation and parking area landscaping standards. The following applies:
   a. No glazing along the south elevation where 60% is required.
   b. One parking lot landscape island where three are required.
   c. No foundation landscape buffer where six feet is required.
5. A permanent underground sprinkler system shall be installed in all landscape areas as required by the City of Las Vegas and shall be permanently maintained in a healthy manner.
6. A detailed landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the time of application for a building permit. The landscape plan shall include irrigation specifications.
7. The elevations shall be revised and approved by Planning and Development Department staff, prior to the time application for a building permit, to address the following: Provide additional articulation to the front elevation. Changes in color and wall plane, and the inclusion of trellises, columns, recesses, projections, etc. should be used to reduce visual length along long walls.
8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum of 25% reflectivity.
9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.080.
11. Any property line wall shall be a decorative block wall, with at least 20 percent contrasting materials, and shall conform with the requirements listed in Title 19.06. Wall heights shall be measured from the side of the fence with the least retained exposure above the finished grade, unless otherwise stipulated.
12. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights. 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 flashing lights or 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.

Public Works

15. Remove all substandard grade sewer improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with development of this site. Coordinate with the Land Development Section of the Department of Public Works to determine what improvements are substandard.
16. An update to the previously approved Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any grading or building permits, submittal of any encroachment drawings or the submittal of a map for this site, whichever may occur first. Provide and implement all drainage-way improvements as recommended in the approved drainage plan study.
17. The development to comply with all applicable conditions of approval for Z-41-03 and all other applicable site related actions.

This item will be considered by the City Council on September 21, 2007, at 1:00 P.M. in the Council Chambers of City Hall, 400 Stewart Avenue, Las Vegas, Nevada. The Council requests that you or your representative be present at that meeting. If you or your representative chooses not to attend, the City Council may act in your absence without your input.

Sincerely,

Gary Lowden, Planning Supervisor
Planning and Development Department
Current Planning Division

GL:ab

ATTENTION
NO FINAL INSPECTION WITHOUT ZONING APPROVAL

APPROVED
New Retail Building
7/16/07
BY
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

RECEIVED
JUN 28 2007 758395
CITY OF LAS VEGAS

PLANS APPROVED
ARCHITECTURAL
Building & Safety Dept.
City of Las Vegas, Nevada
T.S. JUL 11 2007

Does Not Include Structural, Electrical, Plumbing/Mechanical or Off-Site Improvements. Make no Change Without Approval. Plan is Not a Permit to Violate Any Ordinance

ARCHITECT
GERALD GARAPICH • AIA • LLC
10 COMMERCE CENTER DRIVE
HENDERSON, NEVADA 89014
(702) 464-5842 FAX (702) 464-7842

project title:
LIBORIO'S RETAIL PAD BUILDING
LAMB / WASHINGTON
LAS VEGAS, NEVADA

GERALD GARAPICH — No. 4475 — REGISTERED ARCHITECT — STATE OF NEVADA

sheet title:
ARCHITECTURAL
SITE PLAN

issue dates:
Ø3-23-Ø7

drawn by:
JA

checked by:
R.C.G.

project no.:
Ø6-Ø26

revisions:
1 Ø6-Ø9-Ø7

sheet no.
AS1.01

of sheets

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COPY

SUP-40402
REVISED

DEC 26 2010

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CEILING LEGEND:

A — SUSPENDED 2' x 4' ACOUSTICAL CEILING & GRID SYSTEM TYP. SEE DETAIL CEILING HEIGHT AFF. PER PLAN

B — 5/8" TYPE 'X' GYP. BD. ON LIGHT GAGE FRAMING, PAINT FINISH BY OWNER.

FLOOR LEGEND:

EXISTING INTERIOR WALL

EXISTING C.M.U. BLOCK WALL

INTERIOR WALLS: 20 GA. 3 5/8" METAL STUDS @ 16" O.C. TERMINATE WALL @ 6" ABOVE CEILING-WHERE OCCURS WITH 5/8" GYPSUM BOARD EACH SIDE

INTERIOR WALLS: 20 GA. 3 5/8" METAL STUDS @ 16" O.C. TERMINATE WALL @ 60" ABOVE FINISH FLOOR WITH 5/8" GYPSUM BOARD EACH SIDE

INFILL C.M.U. BLOCK WALL TO MATCH EXISTING

DEMO LEGEND:

DEMOLITION AND REPLACED

Tactile Signage at Restrooms

ICC/ANSI 117.1-1998 Sec. 703 Tactile signage shall be provided alongside each door on the latch side and shall be mounted at 48" to 60" above the adjacent finished floor to the baseline of the characters.

Built in Furnishings and Equipment

ANSI Sec. 902—Seating at Tables, Counters and Work Surfaces.

- The tops of tables, counters, and work surfaces shall be 28" minimum and 34" maximum from the ground or the floor.
- Accessible food and drink counters shall be 60" long minimum.
- Checkout counter surfaces shall be 36" maximum above the floor or ground. The top of the counter edge protection shall be 2" maximum above the counter surface.
- Counters for sales or distribution of goods and services to the public shall have a portion of the counter 36" long minimum by 36" high maximum above the floor or ground.
- The tops of the accessible portions of tray slides shall be 28 inches minimum and 34" maximum above the floor or ground.

Accessible Clear Floor Space

ANSI Sec. 305- Clear Floor Space or Ground Space.

- Surface shall not be sloped greater than 2% slope.
- The clear floor or ground space shall be 30" X 48" minimum.
- Unless otherwise specified, the clear floor or ground space shall be positioned for either forward or parallel approach to an element.
- One full unobstructed side of the clear floor space shall adjoin or overlap an accessible route or adjoin another clear floor space that does.

IBC Sec. 1013.4.1 Minimum Width of Aisles for B and M Occupancies: The minimum clear aisle width shall be determined by providing 0.2 inches for each occupant served but shall not be less than 36". **Exception:** Nonpublic aisles serving less than 50 people, and not required to be accessible by Chapter 11 need not exceed 28 inches in width.

Emergency Lighting Required

IBC Sec. 1006 Means of Egress Illumination. When a building is occupied, the means of egress shall be illuminated at an intensity of not less than 1 foot-candle at the floor level. The power supply shall normally be provide by the premises' electrical supply. **Note: Emergency lighting shall be supplied in all bathrooms, changing rooms and like facilities.**

1008.1.8 Door Operations. Egress doors shall be readily openable from the egress side without the use of a key or special knowledge or effort.

1008.1.8.3 Locks and Latches. In Group A occupancies of under 300 persons, and Groups B, F, M and S, and in all churches, the main exterior door or doors are permitted to be equipped with key-operated locking devices from the egress side provided, 2.1) The locking device is readily distinguishable as locked, 2.2) A readily visible durable sign is posted on the egress side on or adjacent to the door stating: "THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. The sign shall be in letters 1 inch high on a contrasting background.

FLOOR TRANSITION TO BE BY: MFR JOHNSONITE "CTA-XX-H COLOR: BLUEBELL

APPROVED
BY _____
CURRENT PLANNING DIVISION
CITY OF LAS VEGAS

A, B — WINDOW FRAME TO BE BY: SOUTHWEST ALUMINUM SYSTEMS, INC. SERIES F545Ø, FINISH TO BE: ACRODIZE HARDCOAT BRIGHT SILVER #1893ØØ6

C, D, E — GLASS FRAME TO BE BY: SOUTHWEST ALUMINUM SYSTEMS, INC. INC. SERIES 8U4ØØ FINISH TO BE: ACRODIZE HARDCOAT BRIGHT SILVER #1893ØØ6 NOTE: WINDOW SILL START AT 12" AFF.

REMOVE EXIST. METAL DOOR

REMOVE AND RELOCATE CLG. LIGHT FIXTURES

REMOVE AND RELOCATE CLG. GRID ACT. TILES

REMOVE EXIST. STOREFRONT WINDOW FRAME AND GLASS

PLANS APPROVED
ARCHITECTURAL
Building & Safety Dept.
City of Las Vegas, Nevada
MAR 29 2004

OCT 15 2010

9 / A1.01 REFLECTED CEILING PLAN
SCALE: 1/4" = 1'-0"

2 / A1.01 FLOOR PLAN
SCALE: 1/4" = 1'-0"

1 / A1.01 DEMOLITION PLAN
SCALE: 1/4" = 1'-0"

NORTH

ARCHITECT
GERALD GARAPICH • AIA • LLC
10 COMMERCE CENTER DRIVE
HENDERSON, NEVADA 89014
(702).464-5842, FAX (702).464-7842

project title:
T.I. BANK
BANCO AGRICOLA
PLAZA LAS AMERICAS
LAS VEGAS, NEVADA

GERALD GARAPICH REGISTERED NO. 1373 ARCHITECT STATE OF NEVADA

sheet title:
DEMOLITION PLAN / FLOOR PLAN
REFLECTED CEILING PLAN

issue dates:
drawn by: A.LO.
checked by: A.LO.
project no.: Ø3-283
revisions:

sheet no. A1.01
of sheets

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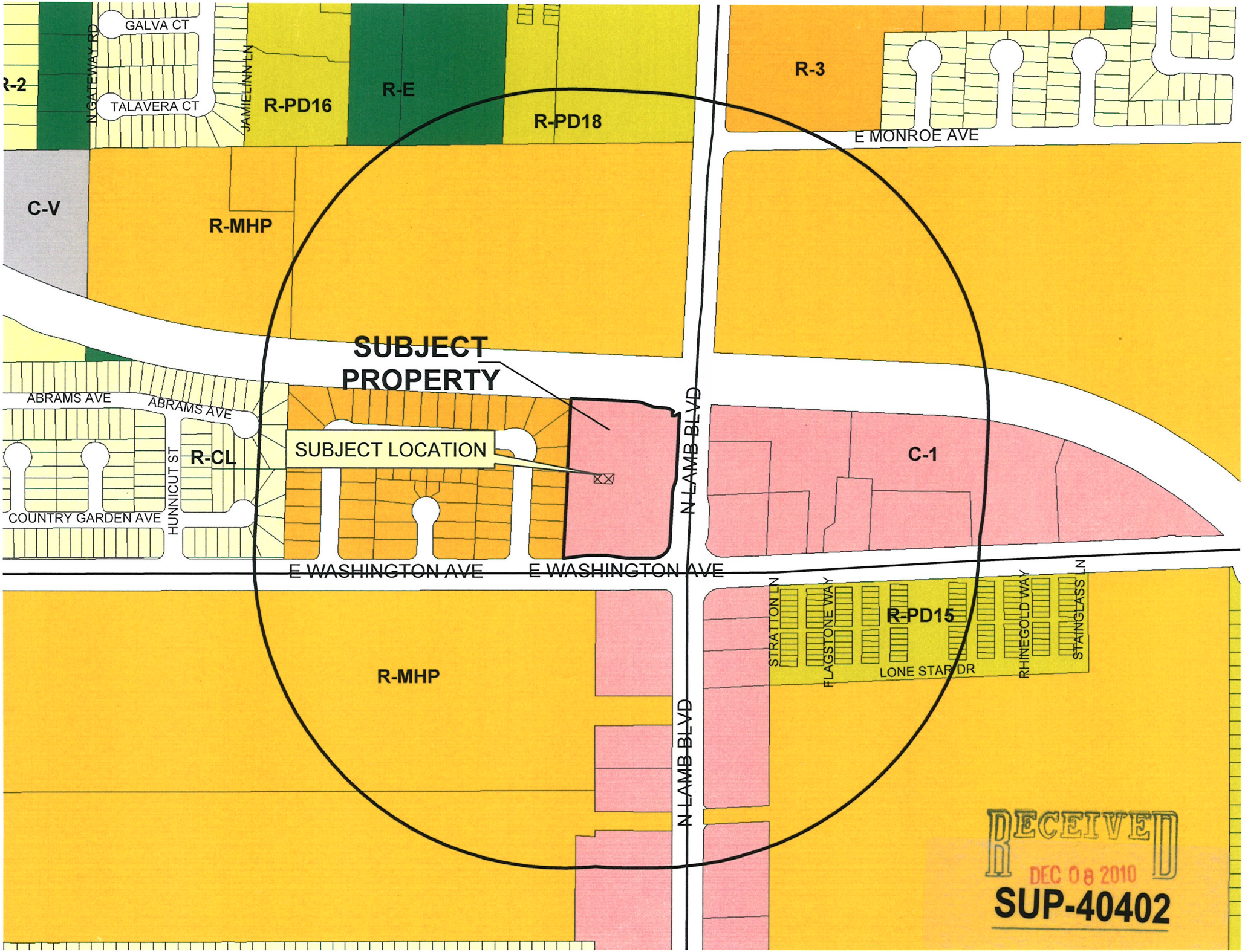
DEC 08 2010
SUP-40402

J:\03-283\pmch\3203A101.DWG Mon, 01 Mar 2004 - 2:12pm


GALVA CT
N GATEWAY RD
TALAVERA CT
JAMIELINN LN
R-PD16
R-E
R-PD18
R-3
E MONROE AVE
C-V
R-MHP
SUBJECT PROPERTY
SUBJECT LOCATION
ABRAMS AVE
ABRAMS AVE
R-CL
HUNNICUT ST
COUNTRY GARDEN AVE
N LAMB BLVD
C-1
E WASHINGTON AVE
E WASHINGTON AVE
R-PD15
STRATTON LN
FLAGSTONE WAY
LONE STAR DR
RHINEGOLD WAY
STAINGLASS LN
R-MHP
N LAMB BLVD
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SUP-40402



SUP-40402 - APPLICANT: SIGUE CORPORATION – OWNER: TRIPLE A, LLC
920 NORTH LAMB BOULEVARD, SUITE #130

12/14/10



SUP-40402 - APPLICANT: SIGUE CORPORATION – OWNER: TRIPLE A, LLC
920 NORTH LAMB BOULEVARD, SUITE #130

12/14/10

Sigue Corp.

Via UPS 2nd Day Mail

November 8, 2010

City of Las Vegas
Planning and Development Department
400 Stewart Avenue
Las Vegas, NV 89101

Re: Sigue Corporation – Justification Letter

Dear Sirs:

Pursuant to the requirements provided to us regarding the requested Special Use Permit for our branch location (920 N. Lamb Blvd., Suite 130, Las Vegas), Sigue herewith provides the following information regarding our business services:

Sigue offers non-banking financial services which include primarily international money transfers, and ancillary products such as check cashing and calling cards. Sigue operates, through a network of independent agents and proprietary branch offices throughout the U.S. and provide our services either through our signature red phone, which connects to our friendly call center, or through a provided personal computer equipped with our proprietary transactional system that is securely connected to our state of the art servers.

This remitter-to-beneficiary approach allows Sigue to deliver transfers in remote locations throughout our primary corridor, Mexico, even where there are no commercial Banks; and since we control the movement of our customer's funds at all times it contributes to excellent customer satisfaction and instant funds availability.

Sigue Corporation does not have the intention of offering any type of Loan service to consumers in the state of Nevada or in any other state across the nation.

If you have any questions or require additional information, please do not hesitate to contact us. We look forward to receiving approval of our business permit application for this branch location and offering our trustworthy services to the residents of Las Vegas.

Sincerely,

Cathe Casillas, eJD
Director, Regulatory Affairs
cathe.casillas@sigue.com

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DEC 08 2010
SUP-40402

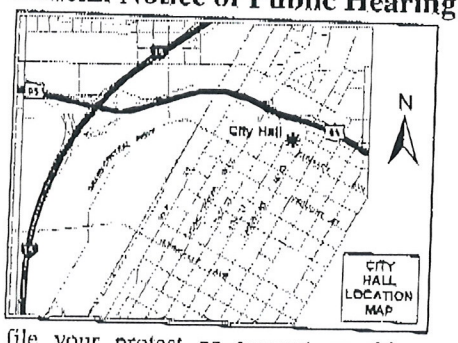
CC/rd
cc: Guillermo de la Viña, CEO

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 FEB 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40402

City Council Meeting of 2/16/2011

J P B TRUST
BYHAM JAMES C & PATRICIA A TRS
2061 HERITAGE OAKS ST
LAS VEGAS NV 89119-7802

APN#14030610045

16 MRDCM11 89119

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CITY CLERK
2011 FEB -7 A 7:05

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

PRSRT
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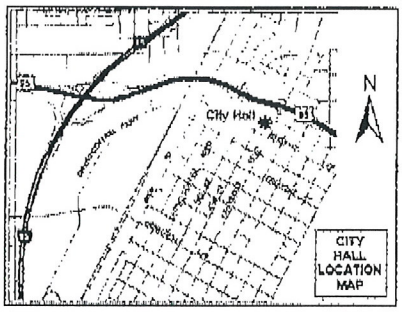
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

[✓] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40402

Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SUP-40402

14030610038
KIESER CHARLES
98 RIDGE AVE
SAN RAFAEL CA 94901-3433

2 KRDFNP1 94901

52
A

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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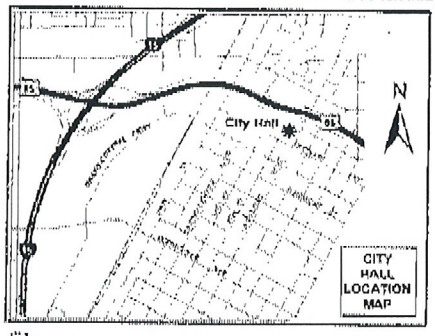

RECEIVED
JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40402

Planning Commission Meeting of 1/25/2011

Case: SUP-40402

14030610042
CATHOLIC CHARITIES SOUTHERN NV
1501 LAS VEGAS BLVD N
LAS VEGAS NV 89101-1120

52
A

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

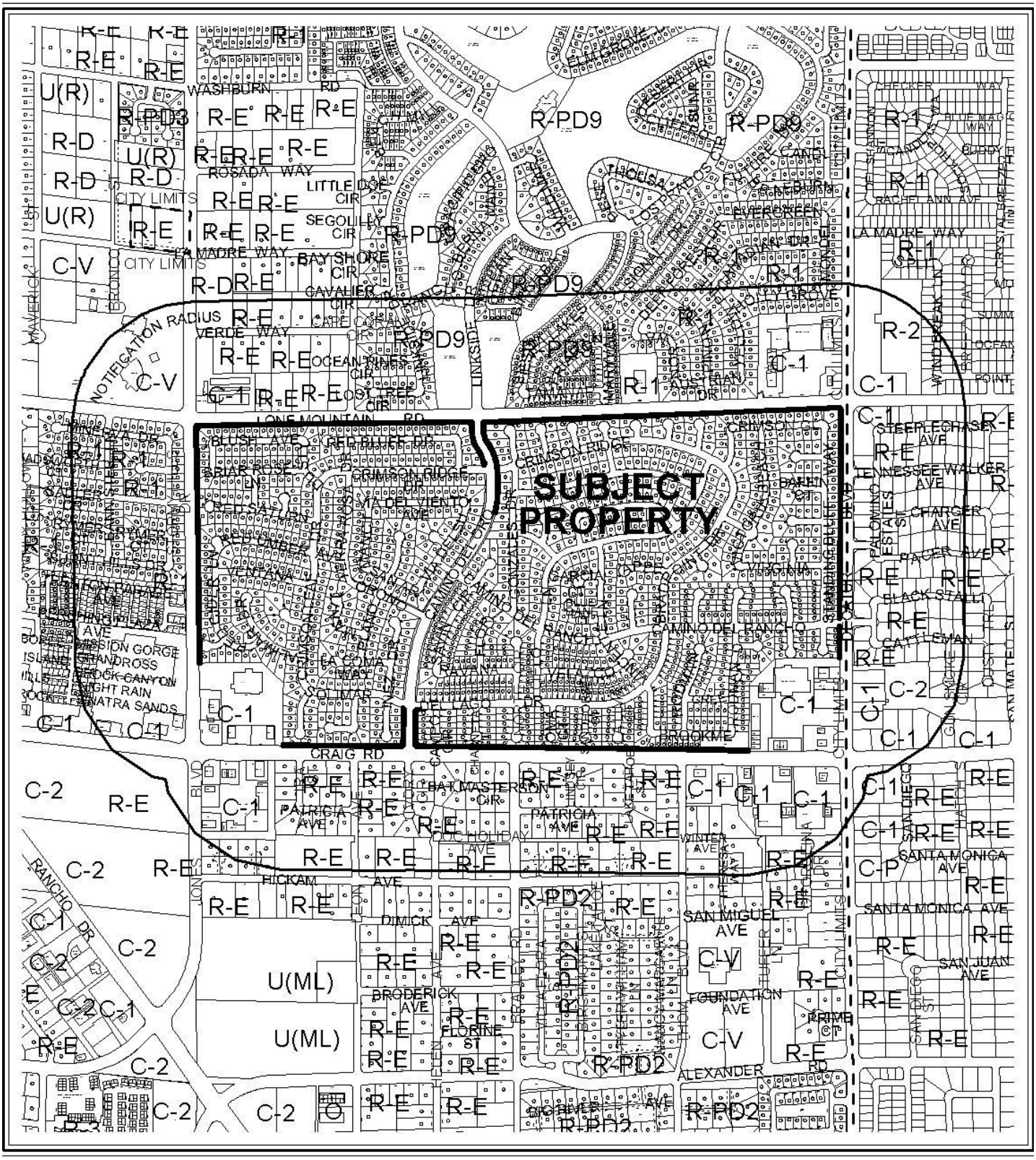
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-39810 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION - Request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93) TO ALLOW 191 TREES IN THE PERIMETER LANDSCAPE BUFFER WHERE 418 TREES ARE REQUIRED at the southwest corner of Lone Mountain Road and Decatur Boulevard (APNs Multiple), R-PD5 (Residential Planned Development - 5 Units Per Acre) and R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**32**	**Planning Commission Mtg.**	**51**
City Council Meeting	**13**	**City Council Meeting**	**35**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL, subject to conditions:

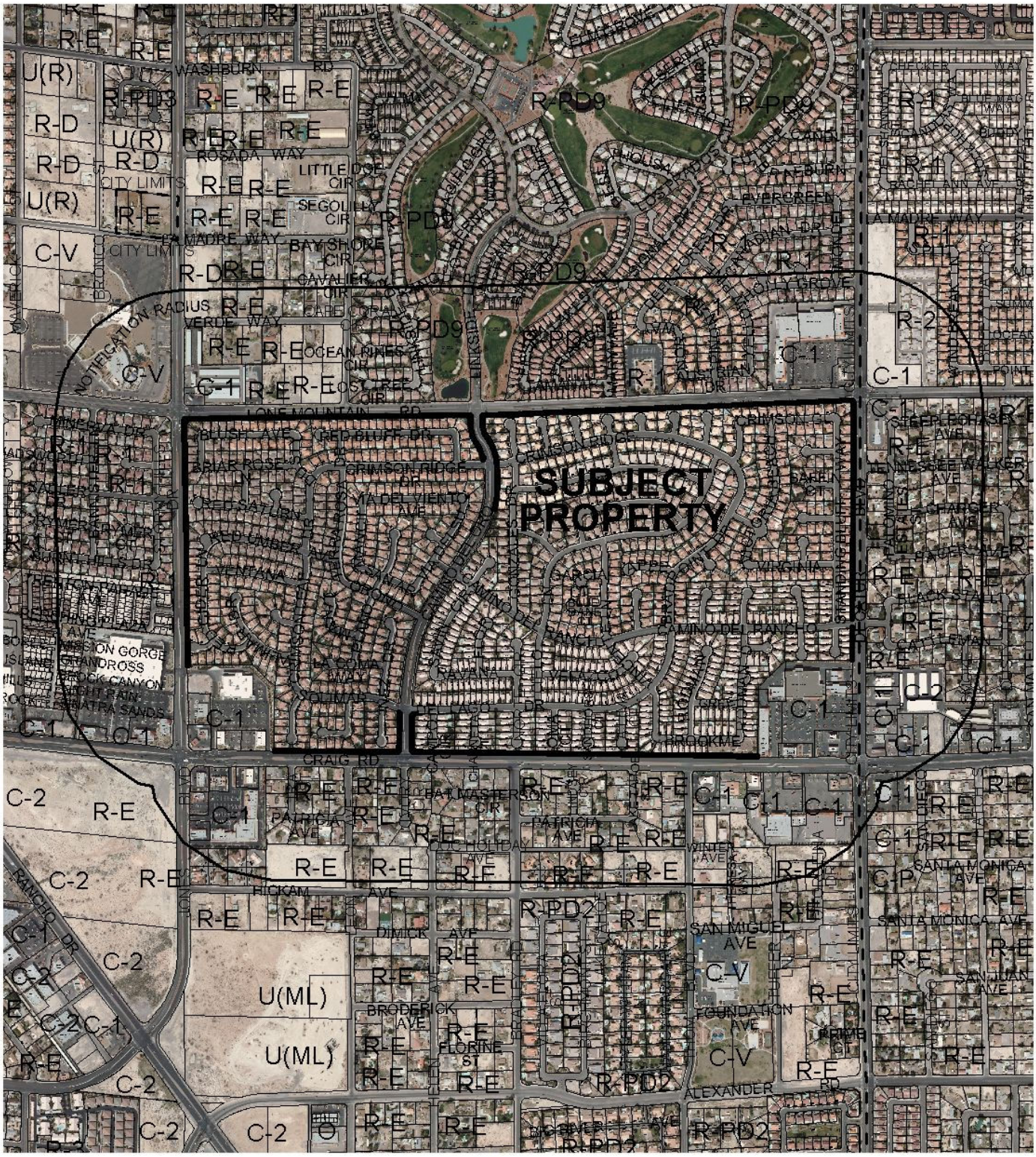
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letters
6. Protest/Support Postcards
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Item SDR-39810



CASE: **SDR-39810**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD5 (Residential Planned Development - 5 Units Per Acre)



CASE: **SDR-39810**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-PD5 (Residential Planned Development - 5 Units Per Acre)

0 500 1000 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-39810	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SDR-39810 CONDITIONS

Planning and Development

1. Conformance to the Conditions of Approval for Rezonings (Z-0108-88 and Z-0037-93) shall be required, except as amended herein.

2. This approval shall be void two years from the date of final approval, unless a final inspection has been approved. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the landscape plan date stamped 12/16/10, except as amended by conditions herein.

4. An Exception from the Landscape, Wall and Buffer Standards hereby approved, to allow 250, 24-inch box and 25, 15-gallon trees where 418 trees are required and to allow 1,097 existing shrubs where 1,672 shrubs are required.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to approval of a final inspection. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

7. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

8. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. All new landscaping 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.

11. Vegetation that will ultimately grow to over three feet tall shall not be allowed within Public Sewer Easements. Public Sewer Easements are located between Craig Road and Crimson Leaf Drive, between Craig Road and Norte Circle, between Lone Mountain Road and Gonzalez Drive, and between Lone Mountain Road and Standing Bluff Way.

12. Remove and replace all substandard sidewalk improvements adjacent to this site along Craig Road, Jones Boulevard, Lone Mountain Road, and Decatur Boulevard. Any existing sidewalk damaged or removed by the removal of landscaping shall be repaired and restored at its original location concurrent with the installation of new landscaping for this site. Permits for all work in the public right-of-way shall be issued prior to commencing any work in the right-of-way.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93). The request is to replace 191 existing Mondel Pine trees in the perimeter landscape buffer with 250 trees consisting of four different types of trees, and to allow the existing 1,097 shrubs to remain as they are in perimeter landscape buffers surrounding the Rancho Alta Mira Subdivision. The existing numbers of perimeter landscape buffer trees and shrubs do not meet the requirements of the Landscape, Wall and Buffer Standards in place at the time of approval. A minimum of 418 trees and 1,672 shrubs were required to meet the minimum standards. The proposed planting scheme will result in a perimeter with large gaps between trees, and will not be compatible with the surrounding area. Staff is therefore recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/07/88	The City Council approved the request for a Rezoning (Z-0108-88) located on property bounded by Decatur Boulevard, Craig Road, Jones Boulevard and Lone Mountain Road, from R-E (Residence Estates) to R-PD5 (Residential Planned Development – 5 Units per Acre), R-PD7 (Residential Planned Development – 7 Units Per Acre), R-PD18 (Residential Planned Development – 18 Units Per Acre), C-1 (Limited Commercial). The Planning Commission and staff recommended approval.
02/27/89	The City Council approved the request for a clarification of certain conditions of approval and for ratification of those conditions required to be brought back to the City Council (Z-0108-88) on property bounded by Decatur Boulevard, Craig Road. Staff recommended approval.
11/22/89	The City Council approved the Required Review (Z-0108-88) of the Conditions, Covenants and Restrictions for the Rancho Alta Mira project located on property bounded by Decatur Boulevard and Craig Road.
04/24/90	The Planning Commission approved a request for a Building Elevation Review (Z-0108-88) regarding proposed single family dwellings on property located on the southeast corner of Lone Mountain Road and Jones Boulevard. The Planning and Development Department staff recommended approval.
12/05/90	The City Council denied a request for a Plot Plan and Building Elevation Review (Z-0108-88) of a proposed condominium project on property located on the west side of Camino Del Oro, south of Lone Mountain Road. The Planning Commission and staff recommended approval.

10/02/91	The City Council approved the request of VTN on behalf of Rancho Alta Mira for a Review of Condition of Approval (Z-0108-88) Number 28, which required that all off-site improvements on Craig Road, Jones Boulevard and Lone Mountain Road be installed no later than 24 months after the first permit is issued for the first phase. Staff had no objection – subject to all improvements being completed within 30 days of the completion of the Craig Road project.
05/20/92	The City Council approved the request for a Review of Condition of approval (Z-0108-88), which required installation of all off-site improvements on Craig Road, Decatur Boulevard and Lone Mountain Road project, whichever comes first, in relation to Phase 2 of the Rancho Alta Mira development. Staff recommended approval.
06/03/92	The City Council approved a Review of Condition of approval [Z-0108-88(5)] to allow a portion of original Parcel Number 10 to be re-designated from Area 3 to Area 2, which will allow 6,000 square foot minimum lots and 1,250 square-foot minimum homes where 6,500 square-foot minimum lots and 1,500 square-foot minimum homes were required on property generally located on the southwest corner of Decatur Boulevard and Lone Mountain Road. The City Council approved reduction in the minimum square footage of the homes to 1,420 square feet; however, the minimum lot size of 6,500 square feet shall be maintained. Staff recommended denial.
08/05/92	The City Council approved the request for a Plot Plan and Building Elevation Review [Z-0108-88(6)] of proposed condominium development on property generally located on the west side of Camino Del Oro, south of Lone Mountain Road. The Planning Commission and staff recommended approval.
01/20/93	The City Council withdrew at the request of the applicant the request for a Review of Condition of approval (Z-0108-88), which required minimum square footage of homes to be 1,250 square feet in Area #2, located on the southeast corner of Lone Mountain Road and Jones Boulevard, to be amended to allow one model to be a minimum of 1,075 square feet in an R-PD5 zone.
06/02/93	The City Council approved the request for a Rezoning (Z-0037-93) located on the northwest corner of Decatur Boulevard and Camino Del Rancho, from R-E (Residence Estates) to R-PD7 (Residential Planned Development – 7 Units per Acre). The Planning Commission and staff recommended approval.
02/16/94	The City Council approved the request for a Plot Plan and Building Elevation Review [Z-0108-88(9)] of proposed single family detached dwelling units on property located on the southeast corner of Camino Del Rancho and Camino Del Oro. The Planning Commission and staff recommended approval.
	The City Council approved the request for a Plot Plan and Building Elevation Review [Z-0108-88(10)] of proposed single family detached dwelling units on property located on the northwest corner of Orono Lane and Camino Del Oro. The Planning Commission and staff recommended approval.

08/03/94	The City Council approved the request for Rezoning (Z-0066-94) located on the southeast corner of Camino Del Oro and Camino Del Rancho, from R-E (Residence Estates) – under Resolution of Intent to R-PD17, to R-PD6 (Residential Planned Development – 6 Units per Acre). The Planning Commission and staff recommended approval.
	The City Council approved the request for Rezoning (Z-0068-94) located on the northwest corner of Camino Del Oro and Orono Lane, from R-E (Residence Estates) – under Resolution of Intent to R-PD17, to R-PD4 (Residential Planned Development – 4 Units per Acre). The Planning Commission and staff recommended approval.
11/16/94	The City Council approved the request for reclassification of property (Z-0124-94) located on the north side of Camino Del Rancho, approximately 700 feet west of Decatur Boulevard, from R-E (Residence Estates) to R-PD6 (Residential Planned Development – 6 Units per Acre). The Planning Commission and staff recommended approval.
11/18/10	The item for the request for a Site Development Plan Review (SDR-39810) was placed in abeyance at the request of the applicant from the Planning Commission meeting.
01/25/11	The Planning Commission voted (5-2/vq/se) to recommend APPROVAL of this item (PC Agenda Item 19/rg).

Most Recent Change of Ownership	
04/05/94	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits issued for the existing perimeter landscaping buffer.

Pre-Application Meeting	
06/16/10	A pre-application meeting was held with the applicant, where elements of submitting a Site Development Plan Review for the tree replacement within the Rancho Alta Mira subdivision perimeter landscape buffer were discussed. The topics included: • The Title 19 planting requirement is 24-inch box minimum tree per 30 feet on center; the existing trees planted within the perimeter landscape buffer do not comply with these standards. There are 191 existing trees within the perimeter landscaping buffer where 418 are required. • A Major Amendment for Rezonings (Z-0108-88) and (Z-0037-93 will be required, due to the applicant's requests to change out the same tree quantity. • Submittal of the phasing plan will be required in addition to, the proposed landscaping plan.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/15/10	A site visit by staff noted that two segments of the perimeter block wall are damaged. One segment includes the wall along Jones Boulevard in proximity to the Jones Boulevard and Lone Mountain Road intersections. The other damaged wall is located along Decatur Boulevard in proximity to the Decatur Boulevard and Lone Mountain Road intersections.
12/14/10	A site visit by staff noted that the two segments of the perimeter block wall are repaired.

Details of Application Request	
Site Area	
Gross Acres	2.53

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Landscape Buffer	ML (Medium Low Density Residential)	R-PD5 (Residential Planned Development – 5 Units per Acre)
			R-PD7 (Residential Planned Development 7 – Units per Acre)
North	Convenience Store, Service Station (without Automotive Repair)	SC (Service Commercial)	R-E (Residence Estates)
	Mini-Storage Facility		C-1 (Limited Commercial)
	Day Care Center	R (Rural Density Residential)	R-E (Residence Estates)
	Single Family Residence		
		ML (Medium Low Density Residential)	R-PD9 (Residential Planned Development 9 – Units per Acre)
	Golf Course	PR-OS (Parks/Recreation/Open Space)	
	House of Worship	L (Low Density Residential)	R-1 (Single Family Residential)
	Single Family Residence		

	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family Residence	DR (Desert Rural Density Residential)	R-E (Residence Estates)
	Animal Hospital with no Outside Pens	SC (Service Commercial)	C-1 (Limited Commercial)
	Day Care Center		
	Shopping Center		
East	Single Family Residence	North Las Vegas	North Las Vegas
	Service Station, Self-Service Car Wash		
West	Single Family Residence	L (Low Density Residential)	R-1 (Single Family Residential)
		MLA (Medium Low Attached Density Residential)	R-PD11 (Residential Planned Development – 11 Units per Acre)
	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails	X		Y
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:	1 Tree / 30 Linear Feet	167 Trees	87 Trees	N
• North	1 Tree / 30 Linear Feet	122 Trees	79 Trees	N
• South	1 Tree / 30 Linear Feet	65 Trees	44 Trees	N
• East	1 Tree / 30 Linear Feet	64 Trees	40 Trees	N
• West				
TOTAL PERIMETER TREES		**418 Trees**	**250 Trees**	**N**

LANDSCAPE BUFFER WIDTHS			
Min. Zone Width			
• North	15 Feet	15 Feet	Y
• South	15 Feet	15 Feet	Y
• East	15 Feet	15 Feet	Y
• West	15 Feet	15 Feet	Y

Functional Classification of Street(s)	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Primary Arterial – Decatur Boulevard	Master Plan of Streets and Highways	100	Y
Primary Arterial – Lone Mountain Road			
Primary Arterial – Jones Boulevard			
Primary Arterial – Craig Road			

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One 24-inch box deciduous or evergreen tree per 30 linear feet within the perimeter landscape buffer, or 418 trees.	250 trees	Denial
Four, five-gallon shrubs are required for every required tree, or total of 1,672 shrubs.	1,097 shrubs	Denial

ANALYSIS

The Rancho Alta Mira subdivision was constructed from 1990 to 1996, and is bounded by Lone Mountain Road, Craig Road, Jones Boulevard and Decatur Boulevard. It is adjacent to an existing off-street Bike Path located along Lone Mountain Road, which is included in the Trails Element of the General Plan. The subdivision is also located within the Airport Overlay District with a 140-foot height restriction; the request for landscaping modification will have no impact on the overlay.

The residential subdivision was approved under Rezonings (Z-0108-88) and (Z-0037-93). The approval for Rezoning (Z-0108-88) contained a standard condition requiring compliance with all city requirements and ordinances. Under Rezoning (Z-0108-88), a condition of approval was added to require that a landscape plan be submitted to and approved by the Planning Department. No such plan was submitted or has been approved. At the time of approval, the standard requirement for perimeter landscaping, per the Landscape, Wall and Buffer Standards, was one 24-inch box sized deciduous or evergreen tree for every 30 linear feet of planter, plus one additional tree at the end of the planter. In addition, four five-gallon sized shrubs were required for each required tree. When applied to the subject site, this results in a requirement for 418 trees and 1,672 shrubs along the perimeter of the subdivision.

The submitted landscape plan includes the existing and proposed planting plans. The existing landscape plan depicts the existing perimeter landscaping buffer with Mondel Pine trees planted along Lone Mountain Road, Craig Road, Jones Boulevard, and Decatur Boulevard. The existing numbers of Mondel Pine trees and shrubs within the landscape buffer do not meet the minimum requirements of the Landscape, Wall and Buffer Standards. Currently, there are 191 Mondel Pine trees and 1,097 existing shrubs consisting of 17 different shrub types within the perimeter landscaping buffer. The applicant is proposing to replace the existing Mondel Pine trees with four different tree types, including the Swan Hill Olive, Chaste Tree, Holly Oak, and Carob Tree, and to allow the existing shrubs to remain as they are. This will require approval of an Exception to allow 250 perimeter trees where 418 trees were required and 1,097 shrubs where 1,672 shrubs were required. In addition to the 24-inch box trees provided, 25 fifteen-gallon trees of the four tree types are being proposed to complement the trees provided within the perimeter landscape buffer.

The existing Mondel Pine tree grows to a height of 30 feet to 80 feet, with a canopy diameter between 15 feet and 25 feet wide. The proposed Swan Hill Olive tree grows to a height of 25 feet to 30 feet, with a canopy diameter between 25 feet to 30 feet wide. The proposed Chaste tree grows to a height of 25 feet, with a canopy diameter of 25 feet wide. The proposed Holly Oak tree grows to a height of 30 feet to 60 feet, with a canopy diameter of 30 feet to 60 feet wide. The proposed Carob tree grows to a height of 30 feet to 40 feet high, with a canopy diameter of 30 feet to 40 feet wide. The stated purpose of replacing all existing Mondel Pine trees with Swan Hill Olive, Chaste Tree, Holly Oak, and Carob Tree; is to limit existing damage and prevent future damage to the perimeter wall. The Carob tree, which is one of the four types of trees proposed to replace the existing Mondel Pine tree, would not be an ideal replacement

because it will need more than normal space as a street tree due to roots that will break sidewalks, according to the Sunset Western Garden Book. The existing planters are fairly narrow, and may not provide adequate room for root expansion.

An exhibit was submitted to illustrate different phases of the perimeter landscaping modification. The first phase will include the perimeter landscape buffer along Jones Boulevard and Lone Mountain Road east to Casa Del Oro. The second phase will be from Casa Del Oro east along Lone Mountain Road and the entire segment of Decatur Boulevard. The third phase will be entire segment of Craig Road.

The existing landscape buffer plantings are inconsistent with the Landscape, Wall and Buffer Standards in place at the time of approval. The proposed planting scheme, which also does not meet those standards, will result in a perimeter with large gaps between trees, and will not be compatible with the surrounding area; therefore, staff is recommending denial of this request.

The Las Vegas Valley Water District (LVVWD) has requested that final landscape plans be submitted to them for a courtesy review to verify that the location of the proposed trees do not conflict with the existing meters on site.

FINDINGS (SDR-39810)

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 existing subdivision is compatible with adjacent development and development in the area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The existing and proposed landscape buffer plantings are inconsistent with the Landscape, Wall and Buffer Standards in place at the time of approval of the subdivision.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is an existing subdivision; therefore, site access and circulation do not negatively impact adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Landscaping materials are mostly appropriate, but not provided in sufficient quantities to conform to the requirements in place at the time of approval. Approval of an Exception is required to allow a deviation of 40 percent for required trees, and 34 percent for required shrubs.

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;**

   No buildings are proposed as part of this request.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The landscaping plan will be subject to plan check review by the City of Las Vegas.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 2,025 (By City Clerk)

APPROVALS 51

PROTESTS 32

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-39810** APN: _____

Name of Property Owner: Rancho Alta mira HOA

Name of Applicant: Rancho Alta mira HOA

Name of Representative: James E. Abbinett

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: James E Abbinett

Print Name: James E Abbinett

Subscribed and sworn before me

This 21st day of June, 2010

M. Harrod

Notary Public in and for said County and State

M. HARROD
Notary Public State of Nevada
No. 99-51985-1
My appt. exp. Oct. 24, 2010

RECEIVED
OCT 05 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rancho Alta MIRA HOA

Project Address (Location) Craig Rd - between Jones / Decatur

Project Name Pine Tree Replacement **Proposed Use** residential

Assessor's Parcel #(s) _____ **Ward #** 6

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** 1352 **Density** _____

Additional Information _____

PROPERTY OWNER Rancho Alta MIRA HOA **Contact** ~~Jim Abbinett~~ Jessica Riano

Address C/o Terra West Prop. Mgt **Phone:** 251-4506 **Fax:** _____

City 2655 S. Rainbow Las Vegas **State** NV **Zip** 89146

E-mail Address _____

APPLICANT Rancho Alta MIRA HOA **Contact** Jim Abbinett

Address 5613 San Acdo PL **Phone:** 658-5610 **Fax:** 656-5687

City Las Vegas **State** NV **Zip** 89130

E-mail Address jabbinette@cox.net

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

FOR DEPARTMENT USE ONLY

Case #	SDR-39810
Meeting Date:	11/18/10 PC
Total Fee:	$1,030
Date Received:*	10/5/10
Received By:	

Property Owner Signature* James & Abbinett

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name James & Abbinett

Subscribed and sworn before me

This 21st day of June, 20 10.

Notary Public in and for said County and State

M. HARROD
Notary Public State of Nevada
No. 99-51985-1
My appt. exp. Oct. 24, 2010

M. HARROD
Notary Public State of Nevada
No. 99-51985-1
My appt. exp. Oct. 24, 2010

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
OCT 05 2010
PLANNING & DEVELOPMENT



PHASE EXHIBIT

SDR-39810

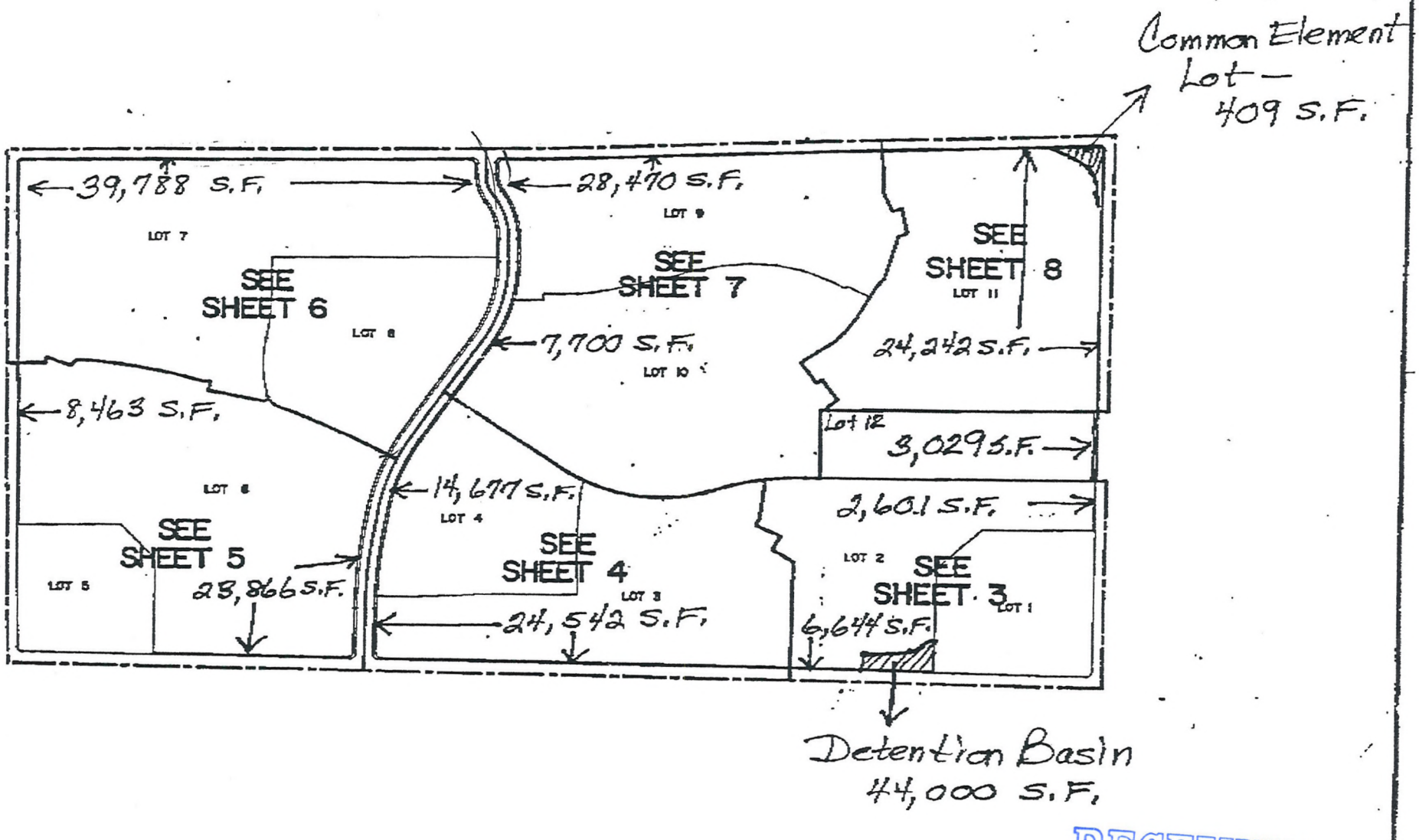
Jaramillo
LANDSCAPE & MAINTENANCE, LLC
"Our Work Is Our Reference"
5275 SOUTH JONES BLVD.
LAS VEGAS NV. 89139
NVCL# 0043675A
PH: 702.251.0011
FAX: 702.870.5000

Rancho Alta Mira Homeowner's Association

RECEIVED
OCT 06 2010

PERIMETER IMPROVEMENT PROJECT

October 5, 2010



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SDR-39810

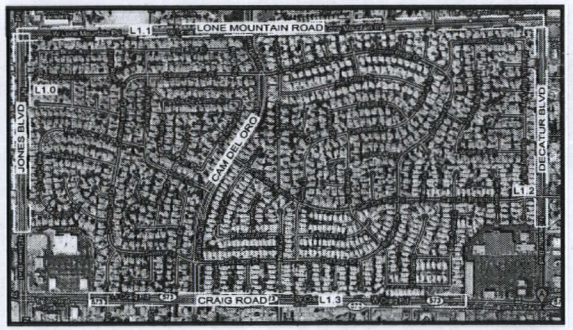
SHEET 2 OF 8

Rancho Alta Mira Homeowner's Association

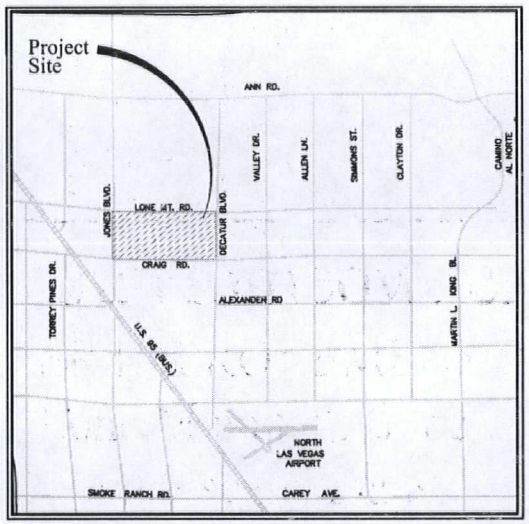
PERIMETER IMPROVEMENT PROJECT

Craig Road, Lone Mountain, Jones and Decatur

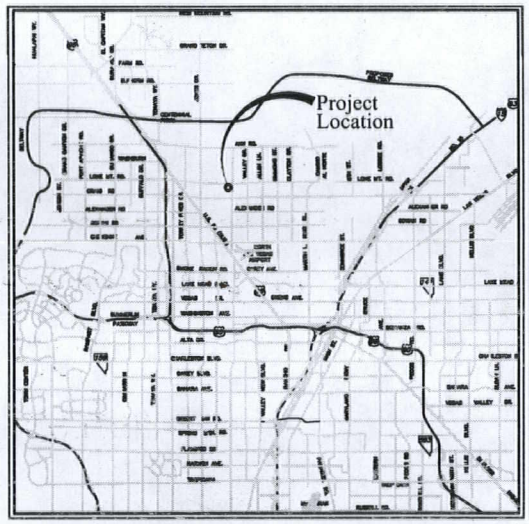
Landscape Plans



Site Map



Vicinity Map



Location Map

Project Calculations for Tree Requirements

DESCRIPTION	QUANTITY
TOTAL LINEAR FEET OF PERIMETER	12,540 LINEAR FEET
TOTAL TREES NEEDED PER CITY REQUIRED 30' ON CENTER SPACING	418 TREES
TREES NEEDED TO MEET CITY REQUIREMENTS	418 TREES

Pine Tree Total

DESCRIPTION	QUANTITY
TOTAL PINES ON-SITE	191 TREES

Project Calculations for Shrub Requirements

DESCRIPTION	QUANTITY
TOTAL SHRUBS NEEDED PER CITY REQUIRED (4) 5 GALLON PER TREE	1672 SHRUBS
EXISTING SHRUBS AND ACCENTS	1097 SHRUBS
SHRUBS NEEDED TO MEET CITY REQUIREMENT	575 SHRUBS

Recommendations Per Planning Staff

DESCRIPTION	QUANTITY
INSTALL ADDITIONAL (59) 24" BOX TREES	(250) 24" BOX TREES
INSTALL ADDITIONAL (25) 15 GALLON TREES	(25) 15 GAL. TREES
TOTAL ADDITIONAL TREES FROM THE (191) - 24" BOX	84 TREES
TOTAL TREES TO BE INSTALLED ON-SITE	275 TREES

2 CITY COMMENTS 11-18-10

Sheet Index

SHEET	DESCRIPTION
L0.0	TITLE SHEET
L1.0	EXISTING PLANTING PLAN
L1.1	EXISTING PLANTING PLAN
L1.2	EXISTING PLANTING PLAN
L1.3	EXISTING PLANTING PLAN
L2.0	PLANTING PLAN
L2.1	PLANTING PLAN
L2.2	PLANTING PLAN
L2.3	PLANTING PLAN

Owner: RANCHO ALTA MIRA HOA
LAS VEGAS, NEVADA 89000

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Consultant:

Landscape Architect: JARAMILLO LANDSCAPE AND MAINTENANCE, LLC.
Kenan Oleta RLA #804
4215 S. JONES BLVD.
LAS VEGAS, NEVADA 89104
phone (702) 227-0005
fax (702) 810-8044

LANDSCAPE PLANS
RANCHO ALTA MIRA

JOB: RANCHO ALTA MIRA PERIMETER THREE YEAR TREE REMOVAL AND REPLACEMENT PROJECT
LONE MOUNTAIN, DECATUR, CRAIG, AND JONES

Jaramillo LANDSCAPE & MAINTENANCE, LLC
"Our Work Is Our Reference"

LANDSCAPE PLANS
1 CITY COMMENTS 10-15-10
2 CITY COMMENTS 11-18-10

KUC
DESIGNED BY:
KUC
DRAWN BY:
October 4, 2010
DATE:
L0.0
SHEET:

SDR-39810
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MATERIAL LEGEND

TREES

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
	Olea europaea 'Swan Hill' Multi-Trunk SNWA 236	Swan Hill Olive	24" Box 15 Gal	63 6
	Vitex agnus-castus Natura Multi-Trunk SNWA 368	Chaste Tree	24" Box 15 Gal	56 6
	Quercus ilex Standard	Holly Oak	24" Box 15 Gal	73 6
	Ceratonia siliqua Natura Multi-Trunk	Carob Tree	24" Box 15 Gal	56 7

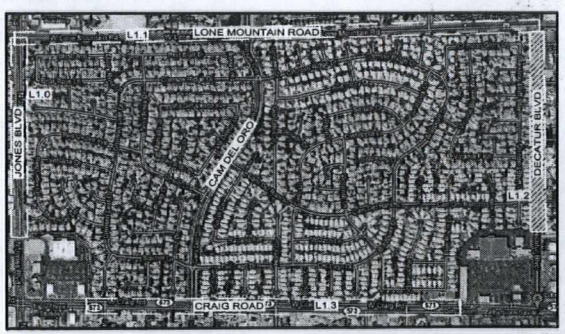
2 CITY COMMENTS 11-18-10

EXISTING MATERIAL LEGEND

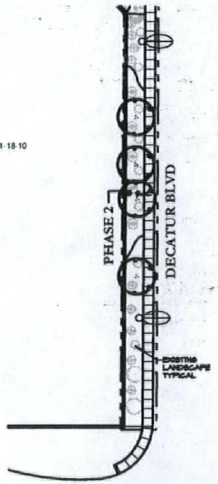
SHRUBS

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
	Euonymus japonicus 'Green Spire' SNWA CC 28	Green Spire Euonymus	Existing	8
	Chrysactinia mexicana SNWA CC 3	Damianita	Existing	10
	Hymenoxys acaulis	Angel-ita Daisy	Existing	47
	Euonymus japonicus 'microphyllus' SNWA CC 3	Boxleaf Euonymus	Existing	5
	Callistemon viminalis 'Little John' SNWA CC 7	Dwarf Bottlebrush	Existing	53
	Caesalpinia gilliesii SNWA CC 50	Yellow Bird of Paradise	Existing	12
	Caesalpinia pulcherrima SNWA CC 28	Red Bird of Paradise	Existing	95
	Teucrium chamaedrys 'Prostratum' SNWA CC 3	Prostrate Germander	Existing	100
	Myoporum parvifolium SNWA CC 50	Myoporum	Existing	70
	Nandina domestica 'Compacta' SNWA CC 13	Heavenly Bamboo	Existing	47
	Rosmarinus officinalis 'Prostratus' SNWA CC 28	Prostrate Rosemary	Existing	18
	Lantana 'Radiation' SNWA CC 28	Radiation Bush Lantana	Existing	1
	Lantana montevidensis 'Purple' SNWA CC 28	Purple Training Lantana	Existing	52
	Dasylirion longissimum	Toothless Desert Spoon	Existing	12
	Dasylirion wheeleri SNWA CC 28	Desert Spoon	Existing	193
	Baccharis Sp SNWA CC 20	Baccharis	Existing	136
	Xylosma pongestum SNWA CC 79	Shiny Xylosma	Existing	236
	Existing Granite Boulders			

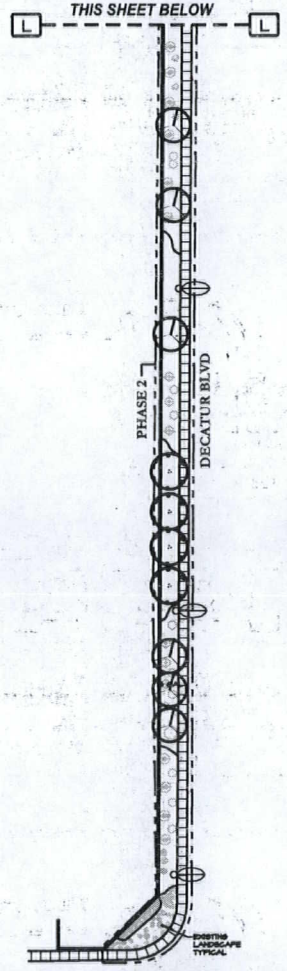
* Existing pines to be removed due to damage to perimeter walls



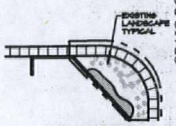
KEY MAP



MATCHLINE; L-L SEE THIS SHEET BELOW



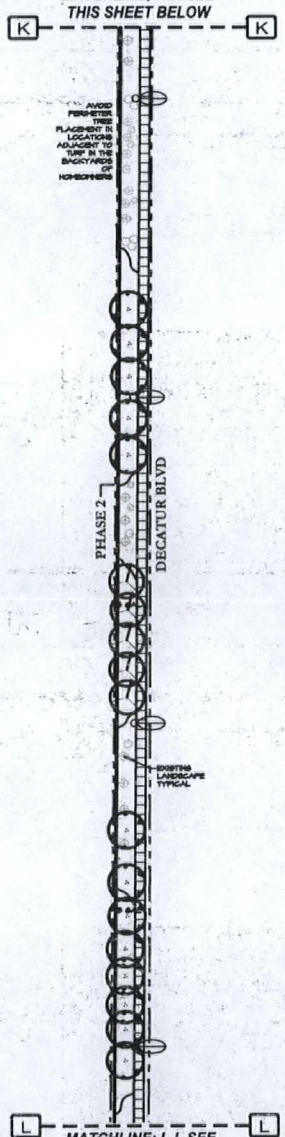
CAM DEL RANCHO



SEE SHEET L1.3 FOR CRAIG ROAD

GRAPHIC SCALE

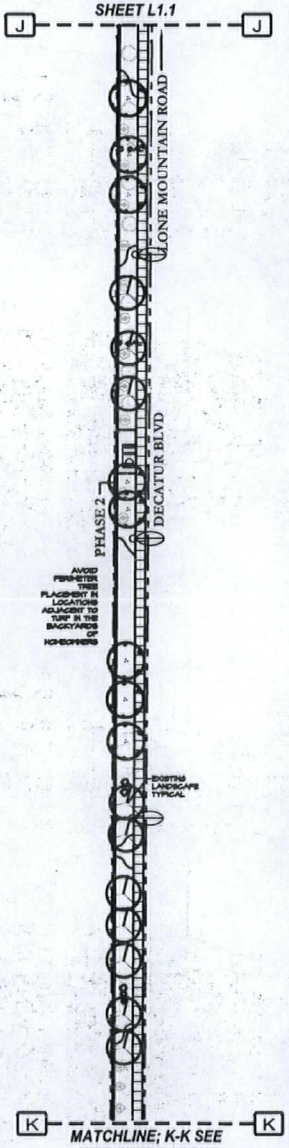
MATCHLINE; K-K SEE THIS SHEET BELOW



MATCHLINE; L-L SEE THIS SHEET ABOVE

GRAPHIC SCALE

MATCHLINE; J-J SEE SHEET L1.1



MATCHLINE; K-K SEE THIS SHEET ABOVE

GRAPHIC SCALE

LANDSCAPE PLANS
RANCHO ALTA MIRA

JOB: RANCHO ALTA MIRA PERIMETER FIVE YEAR TREE REMOVAL AND REPLACEMENT PROJECT
LONE MOUNTAIN, DECATUR, CRAIG, AND JONES

Jaramillo LANDSCAPE & MAINTENANCE, LLC
"Our Work Is Our Reference"

DECATUR BLVD PLANTING PLAN
1 CITY COMMENTS 10-15-10
2 CITY COMMENTS 11-18-10

KJC DESIGNED BY
KJC DRAWN BY
October 4, 2010 DATE

L2.2

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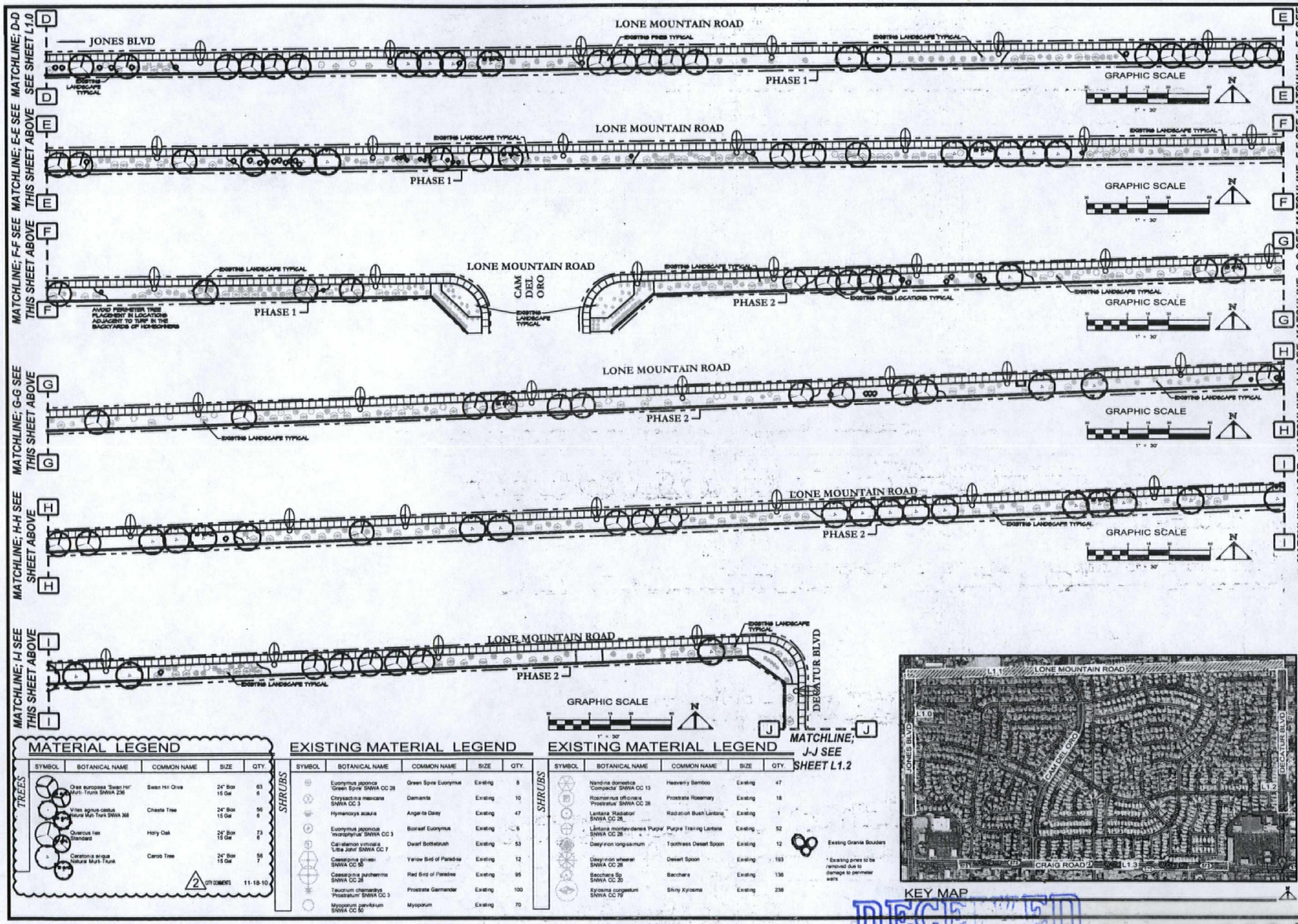

MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES	Olea europaea 'Swan Hill' Multi- Trunk SNWA 236	Swan Hill Olive	24" Box 15 Gal	63 6
	Vitex agnus-castus Nature Multi-Trunk SNWA 368	Chaste Tree	24" Box 15 Gal	56 6
	Quercus ilex Standard	Holly Oak	24" Box 15 Gal	73 6
	Ceratonia siqua Nature Multi-Trunk	Carob Tree	24" Box 15 Gal	58 7

2 CITY COMMENTS 11-18-10

EXISTING MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
SHRUBS	Euonymus japonica 'Green Spire' SNWA CC 28	Green Spire Euonymus	Existing	8
	Chrysactinia mexicana SNWA CC 3	Damianta	Existing	10
	Hymenoxys acaulis	Angel-ta Daisy	Existing	47
	Euonymus japonicus 'microphyrus' SNWA CC 3	Boxleaf Euonymus	Existing	5
	Calliandra vimosa 'Little John' SNWA CC 7	Dwarf Bottlebrush	Existing	53
	Caesalpinia gilliesii SNWA CC 50	Yellow Bird of Paradise	Existing	12
	Caesalpinia pulcherrima SNWA CC 28	Red Bird of Paradise	Existing	95
	Teucrium chamaedrys 'Prostratum' SNWA CC 3	Prostrate Germander	Existing	100
	Myoporum parvifolium SNWA CC 50	Myoporum	Existing	70

EXISTING MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
SHRUBS	Nandina domestica 'Compacta' SNWA CC 13	Heavenly Bamboo	Existing	47
	Rosmarinus officinalis 'Prostratus' SNWA CC 28	Prostrate Rosemary	Existing	18
	Lantana 'Radiation' SNWA CC 28	Radiation Bush Lantana	Existing	1
	Lantana montevidensis 'Purple' SNWA CC 28	Purple Trailing Lantana	Existing	52
	Dasylirion longissimum	Toothless Desert Spoon	Existing	12
	Dasylirion wheeleri SNWA CC 28	Desert Spoon	Existing	193
	Baccharis Sp. SNWA CC 20	Baccharis	Existing	136
	Xylosma congestum SNWA CC 79	Shiny Xylosma	Existing	238

Existing Granite Boulders

* Existing pines to be removed due to damage to perimeter walls

KEY MAP

LANDSCAPE PLANS
RANCHO ALTA MIRA

JOB: RANCHO ALTA MIRA PERIMETER FIVE YEAR TREE REMOVAL AND REPLACEMENT PROJECT

LONE MOUNTAIN, DECATUR, CRAIG, AND JONES

Jaramillo LANDSCAPE & MAINTENANCE, LLC "Our Work Is Our Reference"

LONE MOUNTAIN ROAD PLANTING PLAN

1 CITY COMMENTS 10-15-10
2 CITY COMMENTS 11-18-10

DESIGNED BY: KUC
DRAWN BY: KUC
DATE: October 4, 2010
SHEET: L2.1

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MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES				
	Olea europaea 'Swan Hill' Multi-Trunk SNWA 236	Swan Hill Olive	24" Box 15 Gal	63 6
	Vitex agnus-castus Mature Multi-Trunk SNWA 368	Chaste Tree	24" Box 15 Gal	56 6
	Quercus ilex Standard	Holly Oak	24" Box 15 Gal	73 6
	Ceratonia siliqua Mature Multi-Trunk	Carob Tree	24" Box 15 Gal	58 7

2 CITY COMMENTS 11-18-10

EXISTING MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
SHRUBS				
	Euonymus japonica 'Green Spire' SNWA CC 28	Green Spire Euonymus	Existing	8
	Chrysactinia mexicana SNWA CC 3	Damianita	Existing	10
	Hymenoxys acaulis	Angel-ita Daisy	Existing	47
	Euonymus japonicus 'microphyllus' SNWA CC 3	Boxleaf Euonymus	Existing	5
	Carissa macrocarpa 'Little John' SNWA CC 7	Dwarf Bottlebrush	Existing	53
	Caesalpinia gilliesii SNWA CC 50	Yellow Bird of Paradise	Existing	12
	Caesalpinia pulcherrima SNWA CC 28	Red Bird of Paradise	Existing	95
	Teucrium chamaedrys 'Prostratum' SNWA CC 3	Prostrate Germander	Existing	100
	Myoporum parvifolium SNWA CC 50	Myoporum	Existing	70
	Nandina domestica 'Compacta' SNWA CC 13	Heavenly Bamboo	Existing	47
	Rosmarinus officinalis 'Prostratus' SNWA CC 28	Prostrate Rosemary	Existing	18
	Lantana 'Radiation' SNWA CC 28	Radiation Bush Lantana	Existing	1
	Lantana montevidensis 'Purple' SNWA CC 28	Purple Trailing Lantana	Existing	52
	Dasylirion longissimum	Toothless Desert Spoon	Existing	12
	Dasylirion wheeleri SNWA CC 28	Desert Spoon	Existing	193
	Baccharis Sp SNWA CC 20	Baccharis	Existing	136
	Xylosma congestum SNWA CC 79	Shiny Xylosma	Existing	238
	Existing Granite Boulders			

* Existing pines to be removed due to damage to perimeter walls

MATCHLINE; C-C SEE THIS SHEET BELOW

MATCHLINE; B-B SEE THIS SHEET BELOW

MATCHLINE; A-A SEE THIS SHEET BELOW

LONE MOUNTAIN ROAD

MATCHLINE; D-D SEE SHEET L1.1

JONES BLVD

PHASE 1

CRAIG ROAD

EXISTING LANDSCAPE TYPICAL

EXISTING PINES LOCATIONS TYPICAL

EXISTING BOULDERS TYPICAL

SEE SHEET L1.3 FOR CRAIG ROAD

GRAPHIC SCALE 1" = 30'

MATCHLINE; C-C SEE THIS SHEET ABOVE

MATCHLINE; B-B SEE THIS SHEET ABOVE

MATCHLINE; A-A SEE THIS SHEET ABOVE



KEY MAP

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LANDSCAPE PLANS
RANCHO ALTA MIRA

JOB: RANCHO ALTA MIRA PERIMETER FIVE YEAR TREE REMOVAL AND REPLACEMENT PROJECT
LONE MOUNTAIN, DECATUR, CRAIG, AND JONES

Jaramillo LANDSCAPE & MAINTENANCE, LLC
"Our Work Is Our Reference"

JONES BLVD PLANTING PLAN

1 CITY COMMENTS 10-15-10
2 CITY COMMENTS 11-18-10

KJC DESIGNED BY:
KJC DRAWN BY:
October 4, 2010 DATE

L2.0

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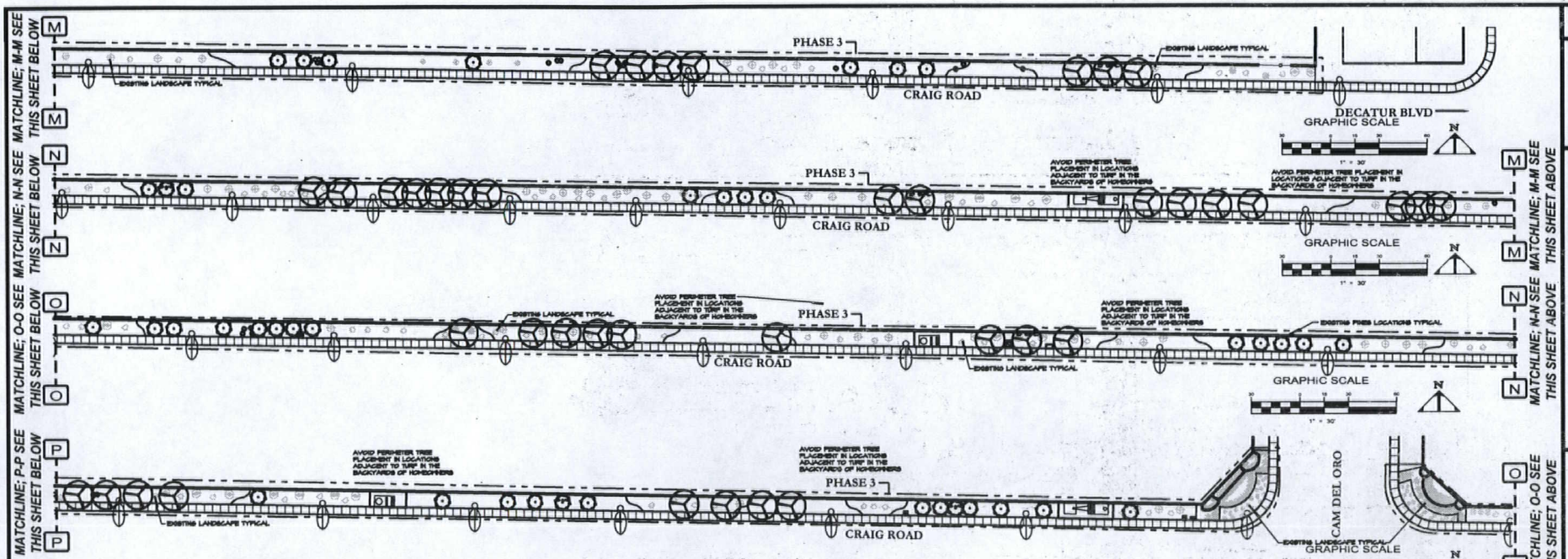

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TREES				
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	Quercus ilex Standard	Holly Oak	24" Box 15 Gal	73 6
	Ceratonia siliqua Feature Multi-Trunk	Carob Tree	24" Box 15 Gal	58 7

2 CITY COMMENTS 11-18-10

EXISTING MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
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	Euonymus japonica 'Green Spire' SNWA CC 28	Green Spire Euonymus	Existing	8
	Chrysactinia mexicana SNWA CC 3	Damianita	Existing	10
	Hymenoxys scaura	Angelita Daisy	Existing	47
	Euonymus japonicus 'microphyllus' SNWA CC 3	Boxleaf Euonymus	Existing	5
	Calliistemon viminalis 'Little John' SNWA CC 7	Dwarf Bottlebrush	Existing	153
	Caesalpinia gilliesii SNWA CC 50	Yellow Bird of Paradise	Existing	12
	Caesalpinia pulcherrima SNWA CC 28	Red Bird of Paradise	Existing	95
	Teucrium chamaedrys 'Prostratum' SNWA CC 3	Prostrate Germander	Existing	100
	Myoporum parvifolium SNWA CC 50	Myoporum	Existing	70
	Nandina domestica 'Compacta' SNWA CC 13	Heavenly Bamboo	Existing	47
	Rosmarinus officinalis 'Prostratus' SNWA CC 28	Prostrate Rosemary	Existing	18
	Lantana 'Radiation' SNWA CC 28	Radiation Bush Lantana	Existing	1
	Lantana montevidensis 'Purple' SNWA CC 28	Purple Trailing Lantana	Existing	52
	Dasylirion longissimum	Toothless Desert Spoon	Existing	12
	Dasylirion wheeleri SNWA CC 28	Desert Spoon	Existing	193
	Baccharis Sp. SNWA CC 20	Baccharis	Existing	136
	Xylosma congestum SNWA CC 79	Shiny Xylosma	Existing	238
	Existing Granite Boulders			

* Existing pines to be removed due to damage to perimeter walls



KEY MAP

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LANDSCAPE PLANS
RANCHO ALTA MIRA

RANCHO ALTA MIRA PERIMETER FIVE YEAR TREE REMOVAL AND REPLACEMENT PROJECT

LONE MOUNTAIN, DECATUR, CRAIG, AND JONES

Jaramillo LANDSCAPE & MAINTENANCE, LLC "Our Work Is Our Reference"

CRAIG ROAD PLANTING PLAN

1 CITY COMMENTS 10-15-10
2 CITY COMMENTS 11-18-10

KUC

KUC

October 4, 2010

L2.3

SDR-39810
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SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



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SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



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SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10



SDR-39810 - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION
SWC LONE MOUNTAIN ROAD & DECATUR BOULEVARD

10/15/10

Jaramillo
LANDSCAPE & MAINTENANCE, LLC
"Our Work Is Our Reference"

September 30, 2010

City of Las Vegas
Attn: Doug Rankin
c/o Rancho Alta Mira
731 S. Fourth Street
Las Vegas, NV. 89101

Re: Justification Letter for Landscape Improvements around Perimeter Landscape Buffer at Rancho Alta Mira

Dear Sir:

Rancho Alta-Mira home owners association (HOA) is located in the City of Las Vegas bordering Craig road on the South, Lone Mountain Road on the North, Jones Boulevard on the West, and Decatur Boulevard on the East. This community sits on approximately 330 acres and houses 1,353 single family residences. The community was built in 1990 and completed in 1996.

Rancho Alta-Mira HOA has a landscape buffer zone surrounding the community on all streetscapes. The existing plant material consists of large pine trees, large shrubs, accents, groundcover, decorative rock mulch, boulders, and an automatic irrigation system.

The reason for this letter is to justify replacing all (191) existing pine trees in the perimeter landscape buffer area that are overgrowing into the perimeter walls and sidewalks causing damage. There are approximately 90 areas documented where damage to the walls and sidewalk have occurred. It is our intent to repair the damaged walls and sidewalks and to remove and dispose of all the pine trees in (3) phases and to replace them with 24-inch box trees that potentially have a smaller root system, and are slower growing, to protect the walls and sidewalks from further damage, enhancing the visual aesthetic and providing shade.

As required by title 19.12 the residential perimeter landscape buffer shall have a 24-inch minimum box tree and shall be placed at one per 30 linear feet with (4) 5-gallon shrubs per tree. The total tree and shrub count per the requirement is (418) trees and (1,672) shrubs, an increase of the existing trees and shrubs on-site to (228) 24-inch box trees and (575) 5-gallon shrubs. This increase of trees and shrubs would more than double the cost of the project, increase the cost of maintenance, and triple the water consumption and bill resulting in a approximately 8% increase in homeowner's dues. Therefore Rancho Alta-Mira HOA is requesting an exception for the required number of trees (418) and (575) shrubs based on the title 19 requirement and to only replace the (191) existing pine trees.

For the reasons listed above we are requesting approval for these landscape improvements.

Keman Clute RLA #804

C.C. Chris Jaramillo

C.C. Kristen Remhoff

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OCT 20 2010

SDR-39810
REVISED

9275 South Jones Blvd. Las Vegas, NV 89139 Ph: 251-0011 Fax: 870-5099 NV.C.L. 0043875A

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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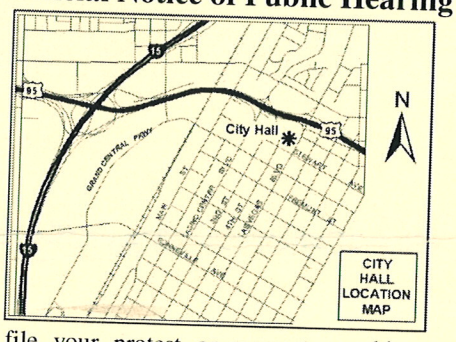
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

City Council Meeting of 2/16/2011

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2011 FEB -7 P 2:22

MARIOL LEO S & VERA A
4629 GONZALES DR
LAS VEGAS NV 89130-5306

APN#13801112007

70 KRDGN11 89130

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

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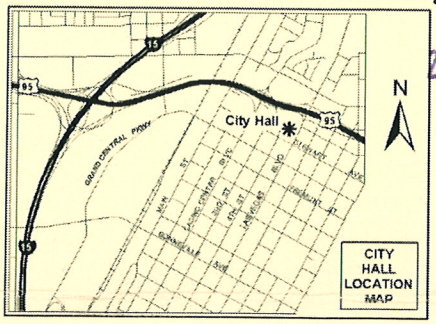

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

BROD ROY G & ROBIN L
4645 BRADPOINT DR
LAS VEGAS NV 89130-5249

APN#13801514001

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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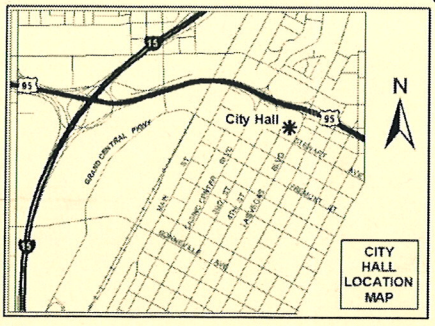

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

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WOLFE GREY & SHERI
6121 BURNT HILLS DR
LAS VEGAS NV 89130-2329

APN#13802510079

70 KRDGN11 89130

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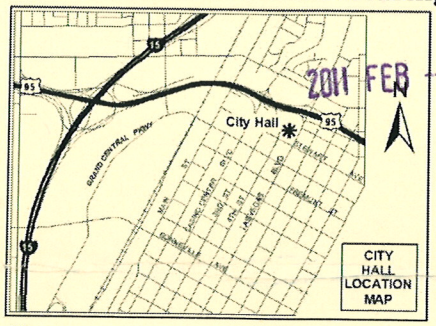

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

XXC2-04-11 LV NV 891XX

VAUGHAN PATRICK L & PATRICIA M
4316 IVORY CIR
LAS VEGAS NV 89130-2539

APN#13801310024

89130#2539 C078

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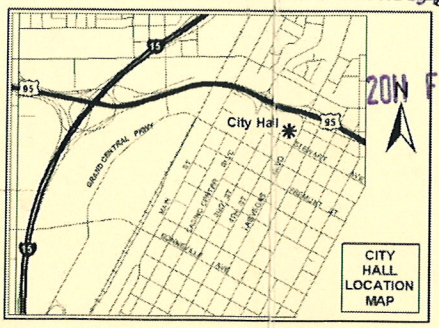

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

PULLEN ROBIN
5013 AUSTRIAN DR
LAS VEGAS NV 89130-2237

APN#12536817001

70 KRDCN11 89130

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Office Of The City Clerk
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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SDR-39810

City Council Meeting of 2/16/2011

JONES JAMES O
5505 RAVANNA AVE
LAS VEGAS NV 89130-5273

APN#13801217041

70 KRDGN11 89130

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810

City Council Meeting of 2/16/2011

KLEIN ROBERT J & CHRISTINE M
6209 DORCHESTER CIR
LAS VEGAS NV 89130-2322

APN#13802510028

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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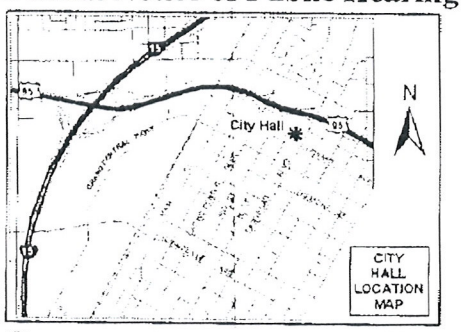

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

FORSYTHE TRUST
FORSYTHE TIMOTHY C & JANA S TRS
4825 PINON DR
LAS VEGAS NV 89130-2228

APN#12536816025

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Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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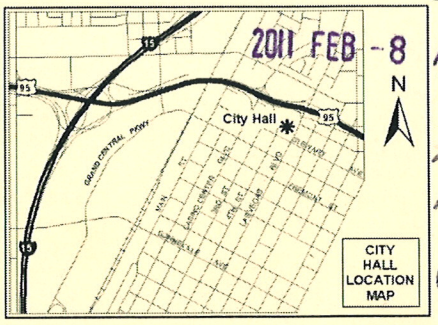

2011 FEB -8 A 10:50

Why does the City Council set zoning requirements - then constantly change the zoning requirements. You are a bunch of "polly-annas." If the zoning requires 418 trees stick to it! We need the trees to lessen the pollution and street noise into the development. Insist TREES - tall + lots of limbs are planted not bushes like the Rancho Alta off as TREE. Mira Assoc will pass leave the pine trees which are NOT damaging the fence wall. Infact make them

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-39810
City Council Meeting of 2/16/2011

I have walked out the wall + don't see the damage claimed by the Homeowners Assoc Board. MKnapp

KNAPP LIVING TRUST
KNAPP RICHARD E & MARCIA K TRS
5700 SOLIMAR LN
LAS VEGAS NV 89130-5102

APN#13801211055

5 [illegible]

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
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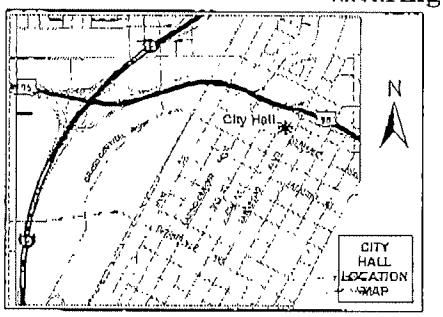

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☐ I SUPPORT this Request ☒ I OPPOSE this Request Strongly

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2011 FEB -7 P 3:20
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COLES STUART A
4804 CRIMSON GLORY LN
LAS VEGAS NV 89130-5348

APN#13801518008

70 KRDGN11 89130

The Home owners Assoc. claims that the perimeter trees are causing damage to the barrier block walls. How about they replace the walls Not the trees.

City of Las Vegas
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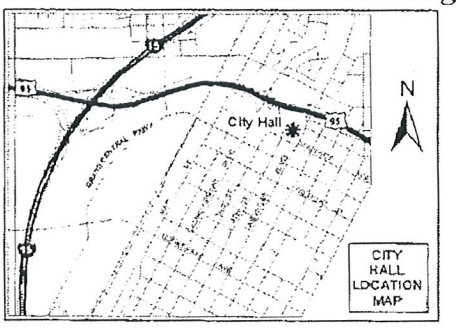

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

MISTRY ZUBIN D & ROXANNE
22551 UHEA RD
WOODLAND HILLS CA 91364-4041

APN#13801612005

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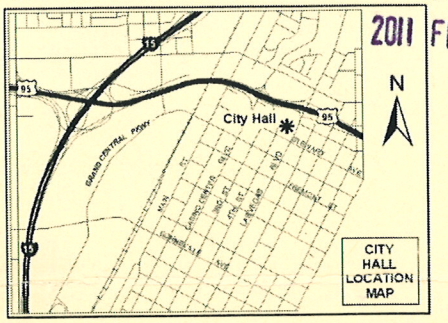

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

EMERY JAMES F
5901 ALIMAR DR
LAS VEGAS NV 89130-5149

APN#13801210061

p.1
1 702 645 8680
02/07/2011 MON 11:11 [TX/RX NO 8882] 001

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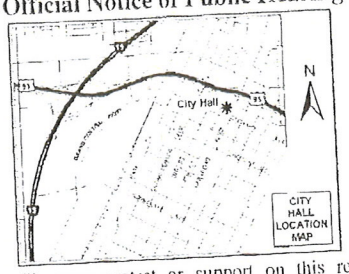

HOA'S SHOULD HAVE TO ADHERE TO ZONING RULES. NOT ALLOWED TO REZONE OR CHANGE WHAT IS REQUIRED 418 TREES NOT 191!

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

HOUSTON CELISTER J & GAILIND A
5121 CRIMSON RIDGE DR
LAS VEGAS NV 89130-5311

APN#13801511057

70 KRDGN11 89130

Houston Family

City of Las Vegas
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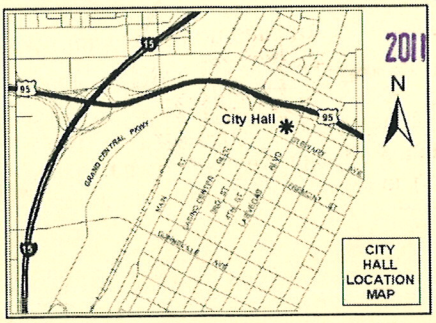

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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MALONE DANA E & REBECCA C
4313 LINDSEY CIR
LAS VEGAS NV 89130-2604

APN#13801710009

70 KRDGN11 89130

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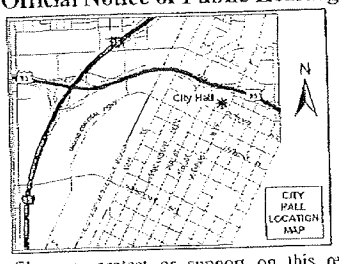

WATER CONSERVATION?
MORE TREES!
ARE THEY KIDDING?

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-39810

City Council Meeting of 2/16/2011

STEVENS BURTON G & PATRICE G
4317 N BRADLEY RD
LAS VEGAS NV 89130-2617

APN#13801710001

70 KRDGN11 89130

02/08/2011 TUE 13:35 [TX/RX NO 8899] 001

02/08/2011 04:22 7022606191 RAY LUNSFORD PAGE 01/01

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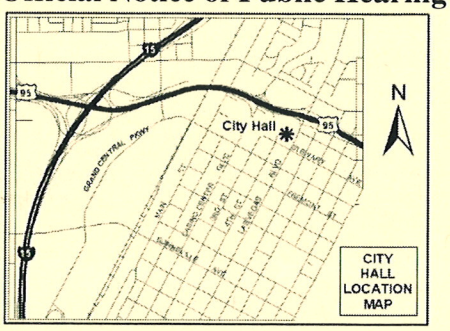

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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City Council Meeting of 2/16/2011

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BASSFORD MARK J & HELEN D REV TR
BASSFORD MARK J & HELEN D CO-
5224 DEL LAGO DR
LAS VEGAS NV 89130-5210

APN#13801613025

70 KRDGN11 89130

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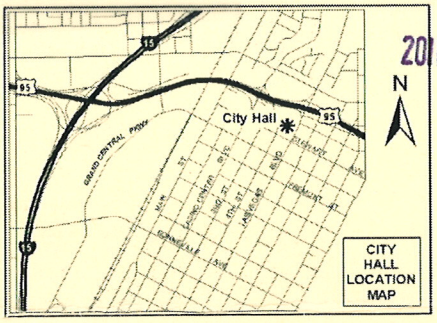

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

DUNCAN PAT R & CYNTHIA HOUSTON
4512 RED CIDER LN
LAS VEGAS NV 89130-5152

APN#13801210067

70 KRDGN11 89130

PAGE 01/01
IRA J EARL ES
7027998817
11/17/2002 19:18
02/07/2011 MON 06 57 [TX/RX NO 8870] 001

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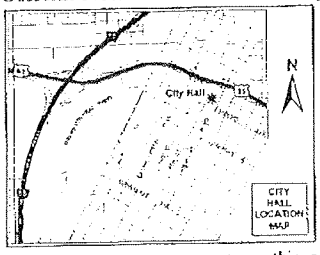

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

BURACK MARVIN & MARY ALICE
5917 BRIAR ROSE LN
LAS VEGAS NV 89130-5355

APN#13601116017

70 KRDGN11 89130

PAGE 01/01
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7026457293
02/05/2011 SAT 17:14 [TX/RX NO 8867] 001

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Office Of The City Clerk
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Las Vegas, Nevada 89101

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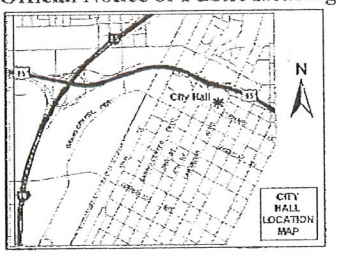

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SOUKUP FAMILY LIVING TRUST
SOUKUP FRED L & DAWNNA M TRS
4644 BRADPOINT DR
LAS VEGAS NV 89130-5250

APN#13801514050

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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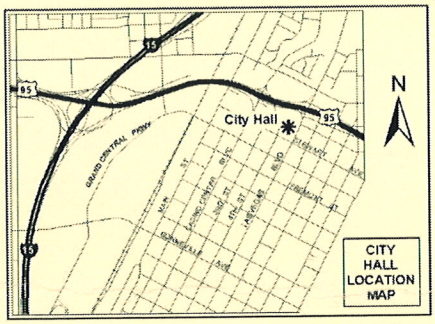

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

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2011 FEB -7 P 12:
CITY CLERK

PHILEBAR WAYNE D & DONNA M
5417 RAINBOWS END DR
LAS VEGAS NV 89149-2013

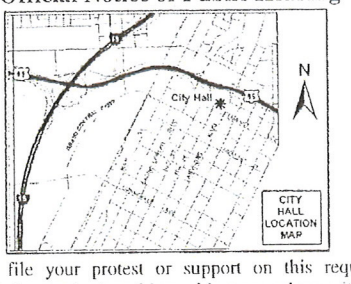
APN#13801116044

31 KRDCN11 89149

Feb 04 11 09:37p Guy Andrews

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-39810
City Council Meeting of 2/16/2011

RECEIVED
CITY CLERK
2011 FEB -7 A 7:05

ALDER JESSYE L SEPARATE PPTY TR
ALDER JESSYE L TRS
4536 CRIMSON LEAF DR
LAS VEGAS NV 89130-5139

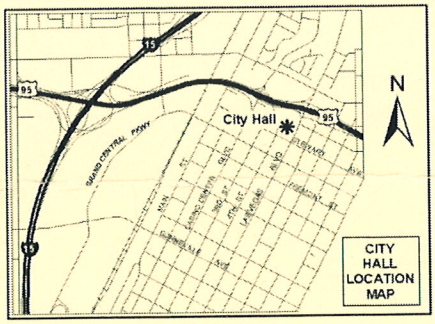
APN#13801114007

02/04/2011 FRI 21:38 [TX/R

/U2-658-4040

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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SDR-39810
City Council Meeting of 2/16/2011

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB03 2011
MAILED FROM ZIPCODE 89101

RECEIVED
CITY CLERK
2011 FEB -7 P 2:21

HEMPEL TIMOTHY A
KLING-HEMPEL KATHRYN A
4605 RED CIDER LN
LAS VEGAS NV 89130-5155

APN#13801114019

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 03 2011
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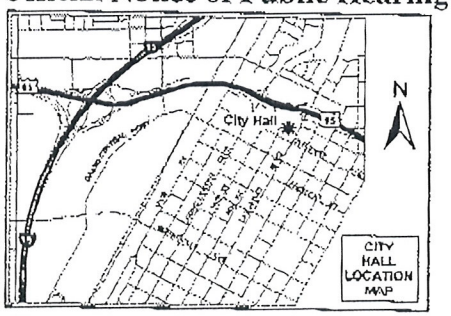

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

HULL DAVID C
STORK EVE
4420 NORTE CIR
LAS VEGAS NV 89130-5203

APN#13801612037

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 FEB 03 2011
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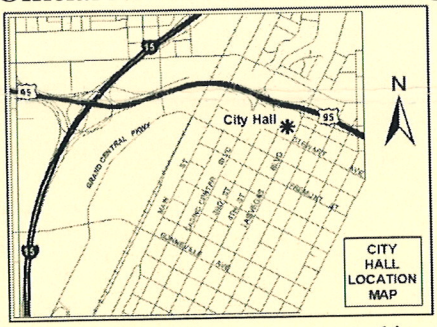
Official Notice of Public Hearing



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SDR-39810
City Council Meeting of 2/16/2011

RECEIVED
2011 FEB -7 P12:
CITY CLERK

MANOS MICHAEL & JILL 1990 LIV TR
4608 MANCILLA ST
LAS VEGAS NV 89130-5193

APN#13801119038

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
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0004279218 FEB 03 2011
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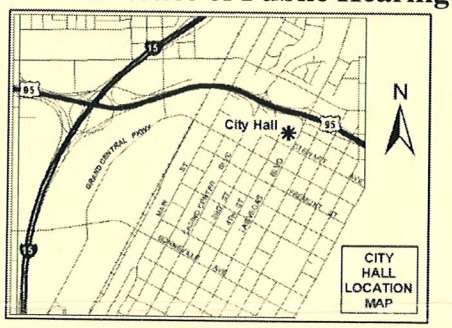
Return Service Requested
Official Notice of Public Hearing



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SDR-39810
City Council Meeting of 2/16/2011

RECEIVED
CITY CLERK
2011 FEB -1 P 2:28

TAYLOR RICHARD M & BOBBIE K
4504 GUN SMOKE CIR
NO LAS VEGAS NV 89031-2123

APN#13906211008

47 KRDGN11 89031

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2011 FEB -8 A 10:37

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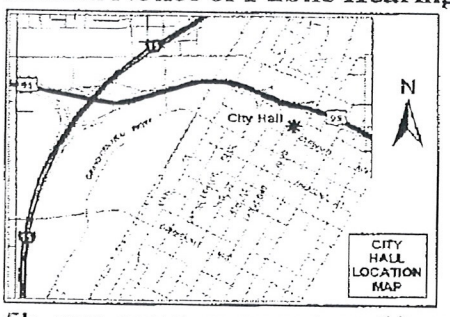
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

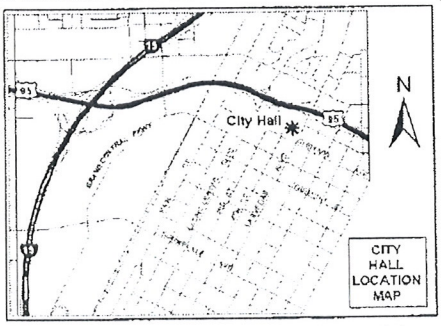
DEVRIES PATRICK R & SANDRA J
5900 BLUSH AVE
LAS VEGAS NV 89130-5142

APN#13801110033

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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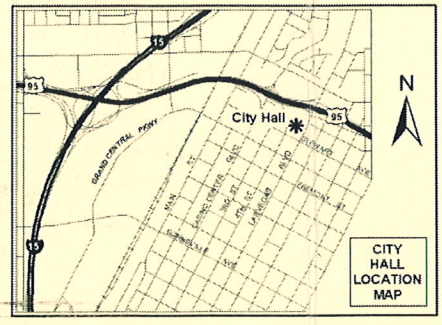
SDR-39810
City Council Meeting of 2/16/2011

HALVERSON SHARLENE K LIVING TR
HALVERSON SHARLENE K TRS
5912 RED UMBER AVE
LAS VEGAS NV 89130-5175

APN#13801117026

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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SDR-39810
City Council Meeting of 2/16/2011

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0004279218 FEB 03 2011
MAILED FROM ZIPCODE 89101

HOLLIS WARREN P & LINDA W
4569 GONZALES DR
LAS VEGAS NV 89130-5302

APN#13801115008

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2011 FEB -7 P 12:27
CITY CLERK

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
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0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

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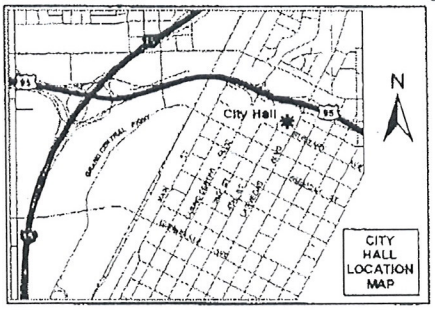
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

2011 FEB -7 A 8:26
RECEIVED CITY CLERK

SCHMITZ DOUGLAS J
4400 NORTE CIR
LAS VEGAS NV 89130-5203

APN#13801612042

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED CITY CLERK

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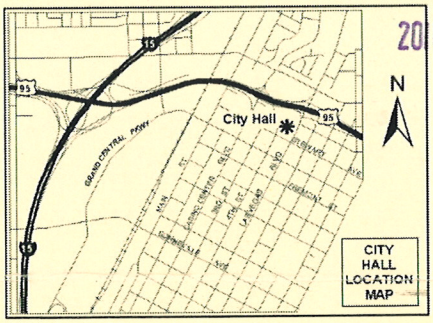
0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing

2011 FEB -8 A 10:53



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-39810
City Council Meeting of 2/16/2011

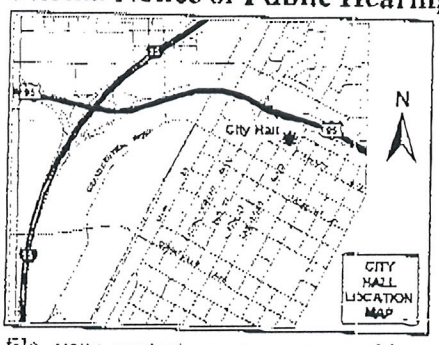
BIONDICH MARIA
5008 CAMINO DEL RANCHO
LAS VEGAS NV 89130-5282

APN#13801618029

70 KROGN11 89130

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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SDR-39810
City Council Meeting of 2/16/2011

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MAILED FROM ZIP CODE 89101

RECEIVED
CITY CLERK
2011 FEB -7 P 6:00

FERRARA GERALD & CAROL
5320 RED GLORY DR
LAS VEGAS NV 89130-5318

APN#13801510032

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2011 FEB -8 A 10:53

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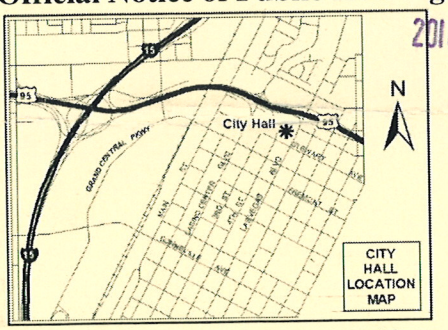

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City Council Meeting of 2/16/2011

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$ 00.41⁴
FEB 03 2011
MAILED FROM ZIP CODE 89101

INKENBRANDT WALLACE & M REV TR
4712 BOSTON IVY CT
LAS VEGAS NV 89130-5330

APN#13801511013

70 KRDGN11 89130

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2011 FEB -8 A 10:37

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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02 1M $ 00.41⁴
0004279218 FEB03 2011
MAILED FROM ZIP CODE 89101

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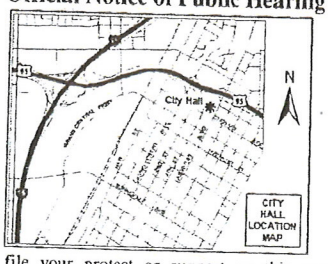

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

City Council Meeting of 2/16/2011

VALENTINE JASON & JUANITA R
5204 BROOKMERE DR
LAS VEGAS NV 89130-5224

APN#13801613073

02/08/2011 TUE 08:25

FEB-7-2011 09:08P FROM:

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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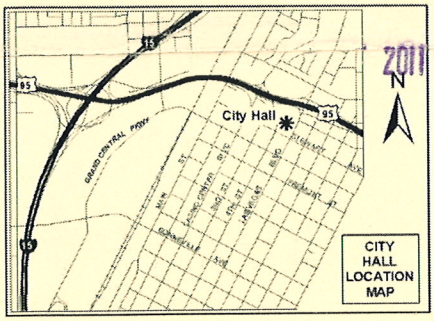
CITY CLERK

2011 FEB -8 A 10:52



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UNITED STATES POSTAGE
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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810

City Council Meeting of 2/16/2011

POWANDA DANIEL J SR TRUST
POWANDA DANIEL J SR TRS
5229 VELAZCO LN
LAS VEGAS NV 89130-5218

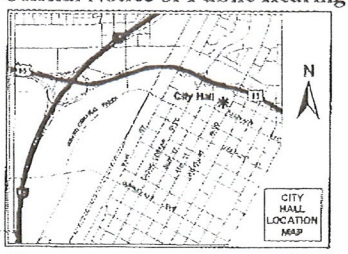
APN#13801613019

70 KRDGN11 89130

Feb. 07 2011 11:33AM P1
FAX NO. :
02/07/2011 MON 10:15 [TX/RX NO 8879] 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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SDR-39810
City Council Meeting of 2/16/2011

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2011 FEB -7 P 2:05

DEVERS RALPH L & ANN W REV TR
DEVERS RALPH L & ANN W TRS
4801 BRAEBURN DR
LAS VEGAS NV 89130-0146

APN#12536812103

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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2011 FEB -8 A 10:52

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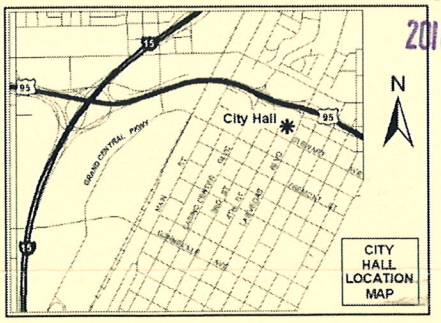

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SDR-39810
City Council Meeting of 2/16/2011

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0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

CRIS CHRISTINA M
5116 CAMINO DEL RANCHO
LAS VEGAS NV 89130-5284

APN#13801618013

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE
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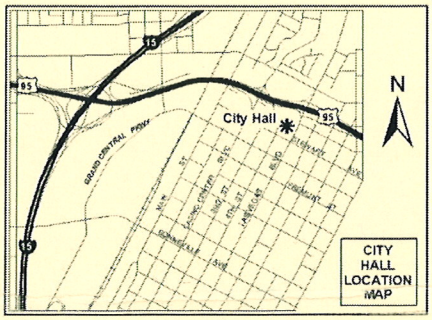

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

RECEIVED
CITY CLERK
2011 FEB -7 P 12:

EICHER FAMILY TRUST
EICHER RAY L & ADELLE D TRS
4549 BLUE ROYAL DR
LAS VEGAS NV 89130-5279

APN#13801618019

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2011 FEB -8 A 10:52

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UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 03 2011
MAILED FROM ZIP CODE 89101

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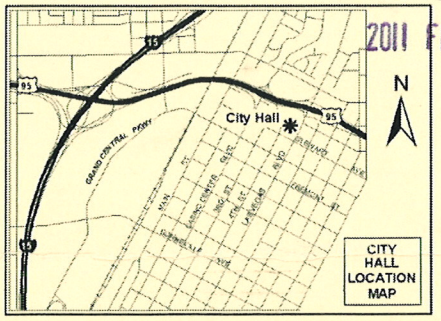

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

TAVARES WESLEY L & K REV LIV TR
TAVARES WESLEY L & KUULEI U TRS
4508 STANDING BLUFF WY
LAS VEGAS NV 89130-5374

APN#13801616003

70 KRDGN11 89130

Feb. 07 2011 11:28AM P1
FAX NO. : 6561942
02/07/2011 MON 10 28 [TX/RX NO 8881] 001

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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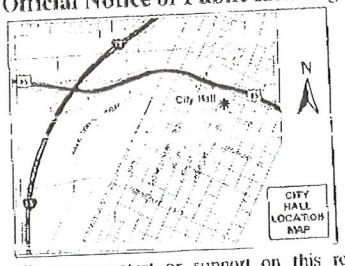

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SDR-39810
City Council Meeting of 2/16/2011

RECEIVED
CITY CLERK
2011 FEB -7 P 2 0

STOLL MANFRIED HERMAN LIVING TR
STOLL MANFRIED HERMAN TRS
4724 VICTORIA BEACH WY
LAS VEGAS NV 89130-5367

APN#13801516031

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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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

WILHELM LINDA
4577 CIELO LN
LAS VEGAS NV 89130-5309

APN#13801512071

70 KRDCN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB03 2011
MAILED FROM ZIP CODE 89101

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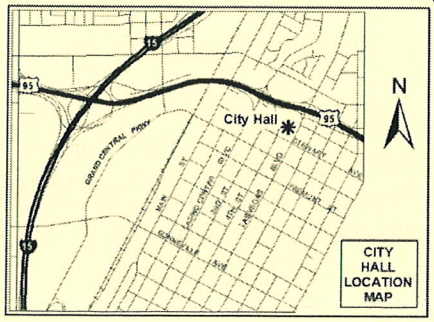

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Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

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2011 FEB -7 P 12:

MCELROY HENRY R ETAL
4465 N BUFFALO DR
LAS VEGAS NV 89129-5334

APN#13801116034

69 KRDGN11 89129

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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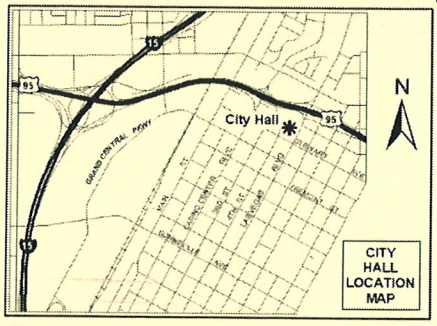

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Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

RECEIVED
CITY CLERK
2011 FEB -7 P 12:

ANGLESEY KAYE & MARJORIE TRUST
ANGLESEY KAYE H & MARJORIE M
4612 POMPANO CIR
LAS VEGAS NV 89130-5313

APN#13801512009

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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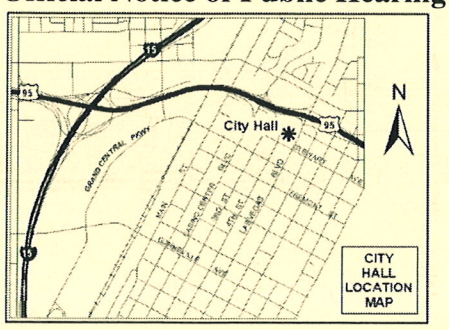

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

MCELROY HENRY R
KRUMM-MCELROY MARIA
4465 N BUFFALO DR
LAS VEGAS NV 89129-5334

APN#13801116005

69 KRDGN11 89129

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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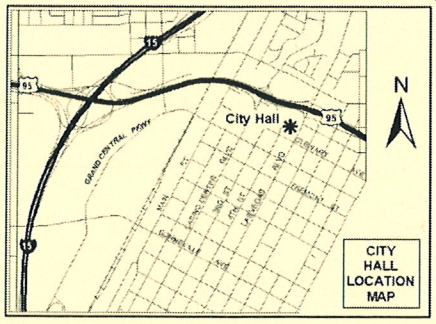

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

DYER TRUST
DYER WILLIAM & SUSANNA TRS
4544 VIA DELSUR LN
LAS VEGAS NV 89130-5185

APN#13801118036

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2011 FEB -8 A 10:52

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UNITED STATES POSTAGE
PITNEY BOWES
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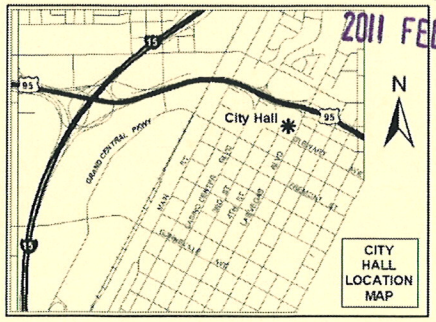

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

HOA And LANDSCAPE CONTRACTOR HAVE Come up WITH A VERY nice WATER SMART PROPOSAL TO REPLACE EXISTING Pine Trees. THESE TREES ARE CAUSING PROBLEMS TO WALLS, SIDEWALKS And BACK YARDS. NOW THAT THE LAS VEGAS AREA IS experiencing AN EXTREME WATER SHORTAGE, WE SHOULD ALL BE WILLING TO ADJUST ORDINANCES THAT WERE WRITTEN WHEN OUR RESOURCES WERE NOT IN SUCH SHORT SUPPLY. THANK YOU FOR YOUR CONSIDERATION

FULLER GLENN W & BETTY J
4440 CRIMSON LEAF DR
LAS VEGAS NV 89130-5163

APN#13801210023

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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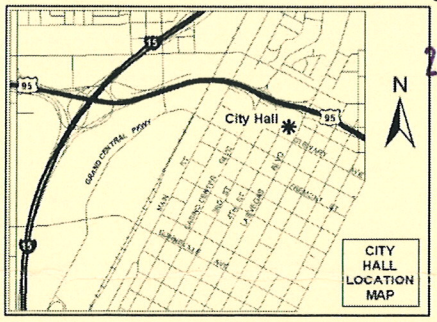

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

HALE EDWARD A & JEAN B FAMILY TR
HALE EDWARD A & JEAN B TRS
P O BOX 750489
LAS VEGAS NV 89136-0489

APN#13801515035

79 KRDGN11 89136

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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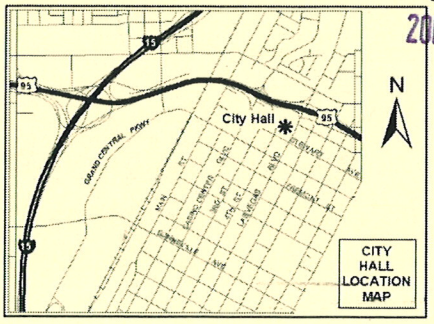

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

T & T TRUST
PFISTERER THEODORE W & TANYA
4705 COMPASS BOW LN
LAS VEGAS NV 89130-5345

APN#13801511017

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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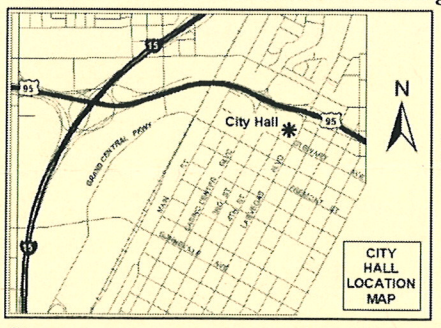

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

CHRISTENSEN DEBRA M
WORTH WILLIAM R
4424 CRIMSON LEAF DR
LAS VEGAS NV 89130-5115

APN#13801211062

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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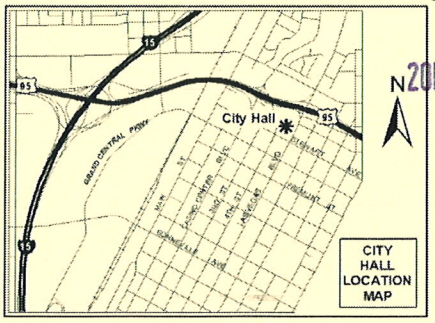

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

DALAIMO MAURICE R
B & D FAMILY TRUST
5116 COSTABELLA LN
LAS VEGAS NV 89130-5322

APN#13801512051

70 KRDGN11 89130

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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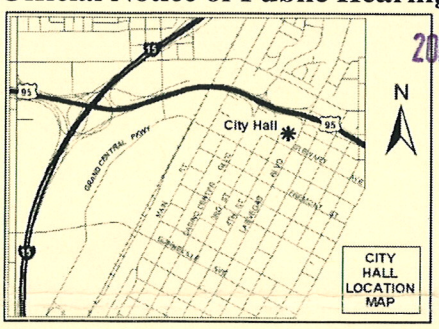
2011 FEB -8 A 10:52



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
City Council Meeting of 2/16/2011

MOORE TODD A & CHERYL L
5528 RED BLUFF DR
LAS VEGAS NV 89130-5108

APN#13801111042

70 KRDGN11 89130

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

001/001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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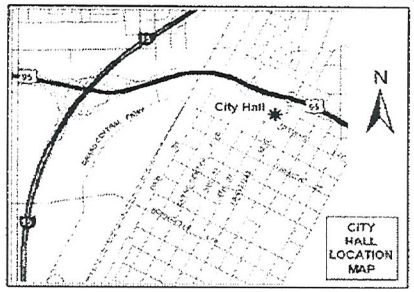

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13802510079
WOLFE GREY & SHERI
6121 BURNT HILLS DR
LAS VEGAS NV 89130-2329

RECEIVED
NOV - 8 2010

11/08/2010 MON 8:53 FAX 7029148609 Silverton Casino, LLC

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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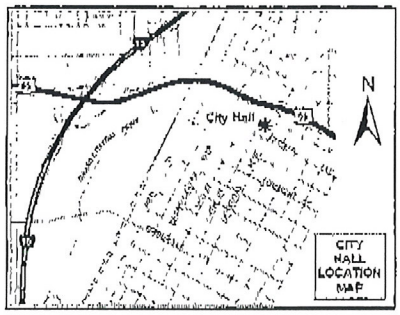

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☐ I SUPPORT this Request

☒ I OPPOSE Strongly this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

I see NO damage to block walls.

Case: SDR-39810
13801518008
COLES STUART A
4804 CRIMSON GLORY LN
LAS VEGAS NV 89130-5348

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NOV - 8 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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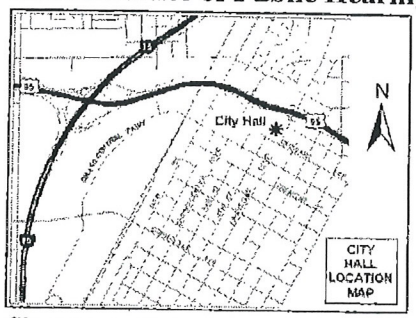

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

*We need all our trees !!!

Case: SDR-39810
13801110043
EATMON KENNETH D & KAY WHITNEY
5917 BLUSH AVE
LAS VEGAS NV 89130-5162

Application Information

SDR-39810 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION - Request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93) TO ALLOW 191 TREES IN THE PERIMETER LANDSCAPE BUFFER WHERE 418 TREES ARE REQUIRED at the southwest corner of Lone Mountain Road and Decatur Boulevard (APNs Multiple), R-PD5 (Residential Planned Development - 5 Units Per Acre) and R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross).

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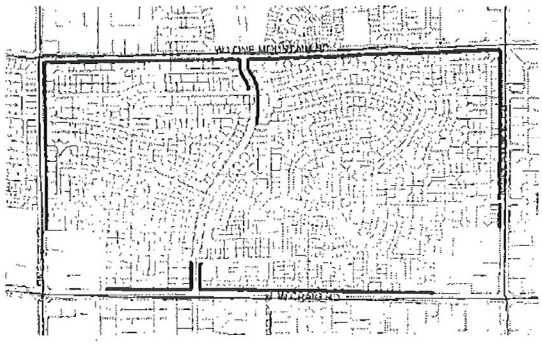
NOV – 8 2010

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 18, 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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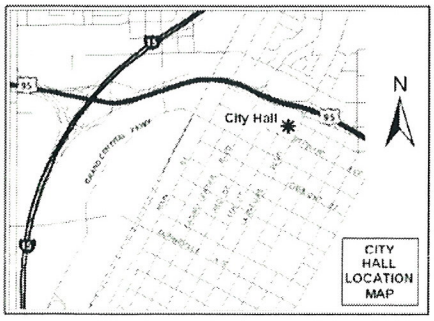

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

LAS VEGAS NV 890 11-08-10

Case: SDR-39810
13801615034
CHENG YEE CHA & FUNG KAM
13 OAKRIDGE CIR
EASTHAMPTON MA 01027-1319

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NOV 24 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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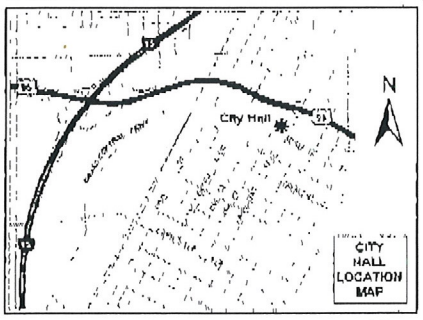
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

RECEIVED
NOV 19 2010

Case: SDR-39810

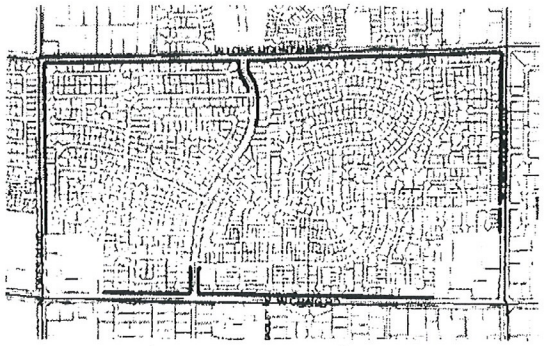
12536812043
MCDONOUGH RANDY T & DEBBIE M
84 BLACK OAK DR
BRAMPTON ON L6R 1B9
CANADA 00000-0000

Application Information

SDR-39810 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION - Request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93) TO ALLOW 191 TREES IN THE PERIMETER LANDSCAPE BUFFER WHERE 418 TREES ARE REQUIRED at the southwest corner of Lone Mountain Road and Decatur Boulevard (APNs Multiple), R-PD5 (Residential Planned Development - 5 Units Per Acre) and R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross).

This is an attempt by the HOA board to remove perfectly healthy trees. The HOA won a lawsuit regarding the walls and were supposed to have used that money to repair them. Now they're blaming the trees, they are irrigating them incorrectly!!

Application Location



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Public Hearing Information

Meeting:	Planning Commission
Date:	***November 18, 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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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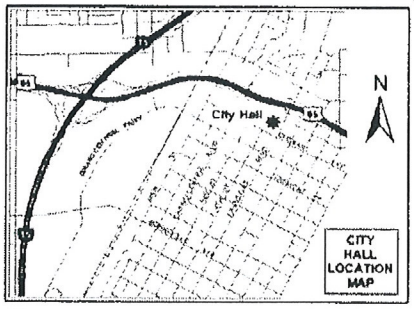

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810

13801117029
HARMAN FAMILY TRUST
4617 RED CIDER LN
LAS VEGAS NV 89130-5155

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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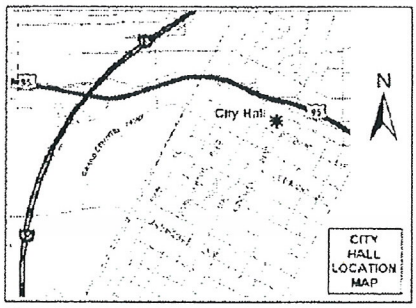

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801211007
TARMANN FRED & PHYLLIS FAMILY TR
35534 WOODBRIDGE PL
FREMONT CA 94536-3378

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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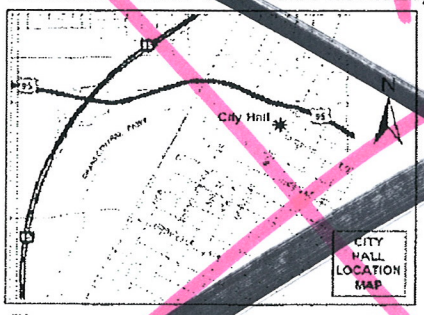

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-39745

Planning Commission Meeting of 11/18/2010

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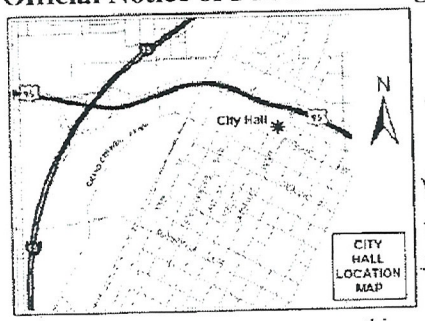
Case: SUP-39745
13814210076
TARMANN FRED & PHYLLIS FAMILY TR
35534 WOODBRIDGE PL
FREMONT CA 94536-3378

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



Trees are needed to protect homeowners from the numerous CARS that have crashed through the walls of Rancho Alta Area. Also necessary to help reduce the noise from the 7 lanes of high speed traffic in this AREA

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801514001
BROD ROY G & ROBIN L
4645 BRADPOINT DR
LAS VEGAS NV 89130-5249

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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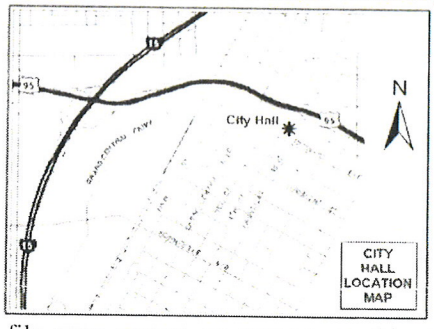

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801116045
ROSEN WARREN S
4612 CRIMSON LEAF
LAS VEGAS NV 89130-5357

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NOV 17 2010

REQUEST ATTACHED

731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M $ 00.41⁴
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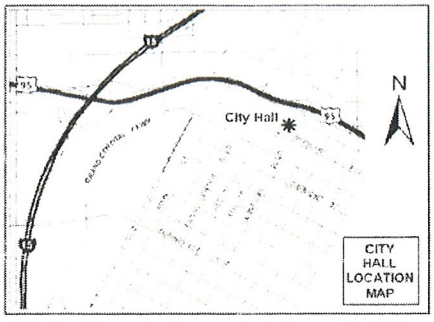

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

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NOV 17 2010

Case: SDR-39810
13801119035
LEWIS JAMES W & EVELYN D
4540 MANCILLA ST
LAS VEGAS NV 89130-5193

31

REQUEST ATTACHED

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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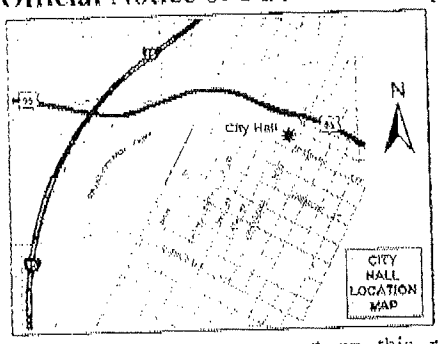

LAS VEGAS NV 890 11-06-10

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13906110018
SULLIVAN FAMILY TRUST
1306 GENERAL MACARTHUR DR
BRENTWOOD TN 37027-6602

IAVDS11 37027

Planning & Development Department
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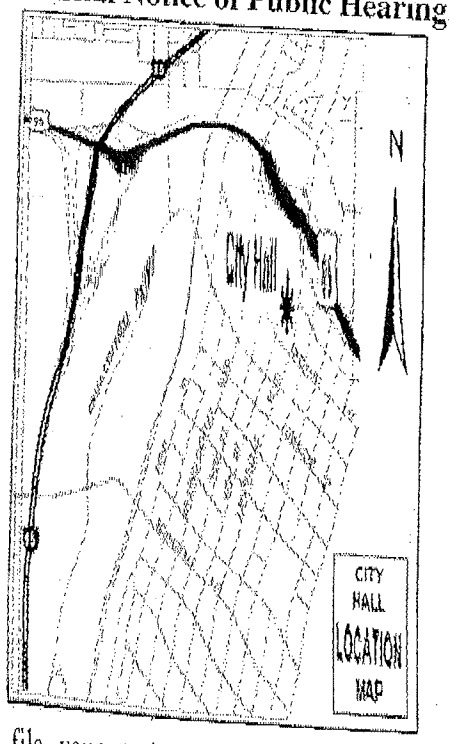

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801513003
BUCKEY CHARLES F & DOROTHY M
5212 GARCIA CT
LAS VEGAS NV 89130-5328

FROM : CHARLIE&DOT FAX NO. : 6456020 Nov. 17 2010 07:26AM P1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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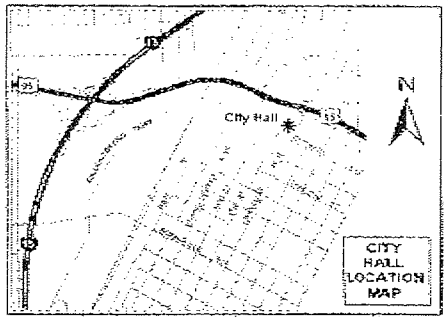
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE $00.41

Case SDR-39810
13906114014
LETOURNEAU VICTOR A & EMMA J
4705 PACER AVE
NO LAS VEGAS NV 89031-2154

FROM : TenPin Alley PHONE NO. : 702 6588275 Nov. 17 2010 02:08AM P1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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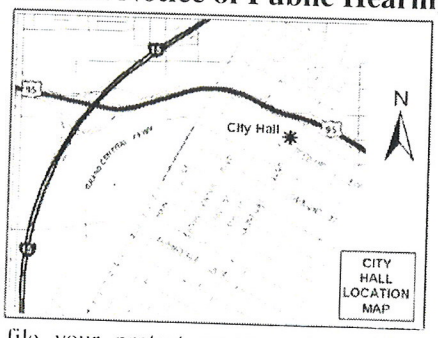

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801614034
MEDINA LYNN
4549 BRADPOINT DR
LAS VEGAS NV 89130-5244

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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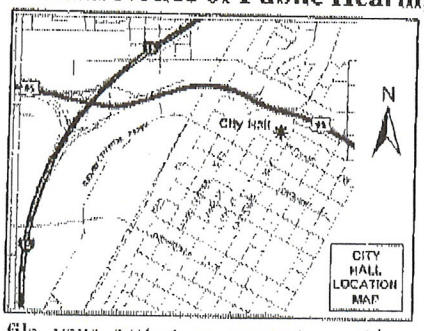

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-39810

Planning Commission Meeting of 11/18/2010

RECEIVED
NOV 15 2010

Case: SDR-39810

13801211031
MANN RICHARD J & KATHLEEN A
5736 MANITO CIR
LAS VEGAS NV 89130-5130

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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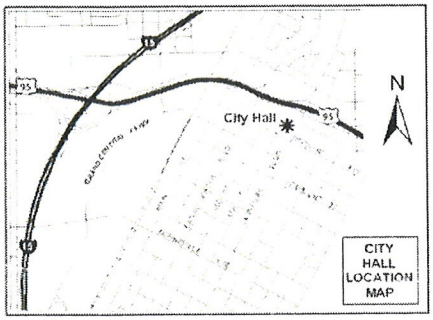

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

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NOV 15 2010

Case: SDR-39810
12536411009
BRACKE JOYCE J & THEODORE E
5612 CAPE CORAL CIR
LAS VEGAS NV 89130-2094

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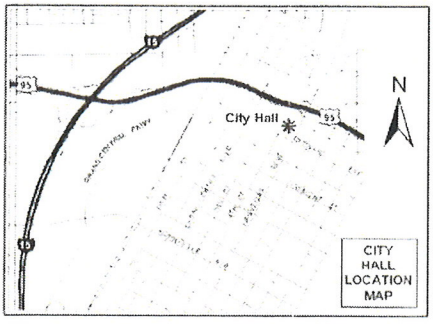
Official Notice of Public Hearing



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Planning Commission Meeting of 11/18/2010

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NOV 15 2010

Case: SDR-39810
13801614001
STEWART JUDITH L
5232 CAMINO DEL RANCHO
LAS VEGAS NV 89130-5215

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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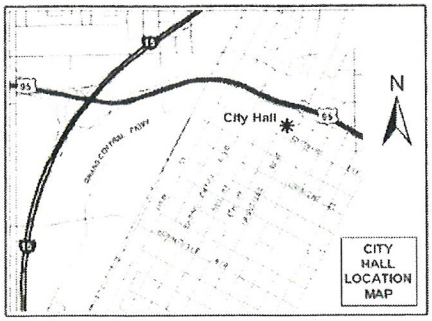

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SDR-39810
Planning Commission Meeting of 11/18/2010

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NOV 15 2010

Case: SDR-39810
13801511018
MACRAE NIGEL & HOLLY
4709 COMPASS BOW LN
LAS VEGAS NV 89130-5345

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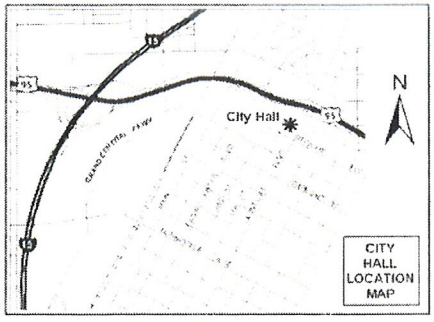

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SDR-39810
Planning Commission Meeting of 11/18/2010

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NOV 15 2010

Case: SDR-39810
13801615027
MORGAN MARLEE
4525 RODMAN DR
LAS VEGAS NV 89130-5240

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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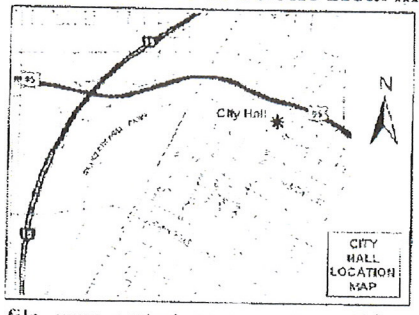

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SDR-39810

Planning Commission Meeting of 11/18/2010

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Case: SDR 39810
13801612005
MISTRY ZUBIN D & ROXANNE
22551 UHEA RD
WOODLAND HILLS CA 91364-4041

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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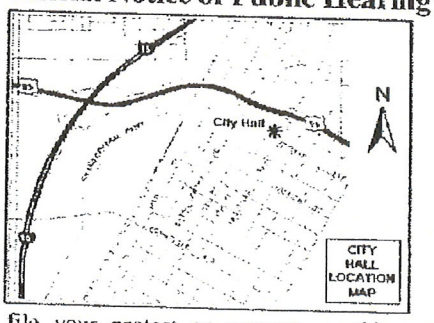

THE TREES ARE NOT the problem. They poured footings (block wall) incorrectly and that is why we had a lawsuit against developer. Bottom Line HOA IS WRONG TO MASSACRE All these 20 yr old trees.

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SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801211030
AHEARN GENIE
5734 MANITO CIR
LAS VEGAS NV 89130-5130

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Application Information

SDR-39810 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION - Request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93) TO ALLOW 191 TREES IN THE PERIMETER LANDSCAPE BUFFER WHERE 418 TREES ARE REQUIRED at the southwest corner of Lone Mountain Road and Decatur Boulevard (APNs Multiple), R-PD5 (Residential Planned Development - 5 Units Per Acre) and R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross).

Application Location

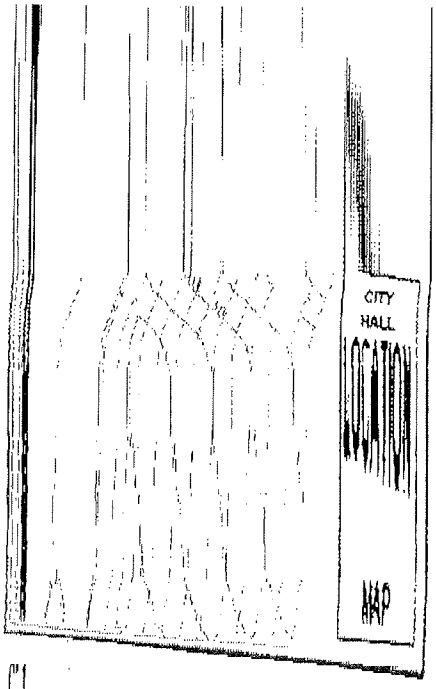


The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: Planning Commission
Date: *November 18, 2010*
Time: 6:00 P.M.
Location: City Council Chambers
400 Stewart Avenue
Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.



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☐ I SUPPORT this Request

☐ I OPPOSE this Request

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SDR-39810

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NOV 12 2010
PLANNING

13801513003 Case: SDR-39810
BUCKEY CHARLES F & DOROTHY M
5212 GARCIA CT
LAS VEGAS NV 89130-5328

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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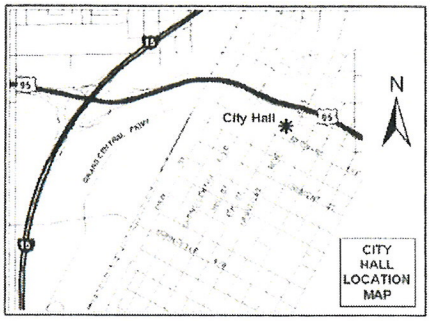
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801116044
PHILEBAR WAYNE D & DONNA M
5417 RAINBOWS END DR
LAS VEGAS NV 89149-0000

PRESORTED FIRST CLASS

0004279218 NOV 05 2010
MAILED FROM ZIP CODE 89101

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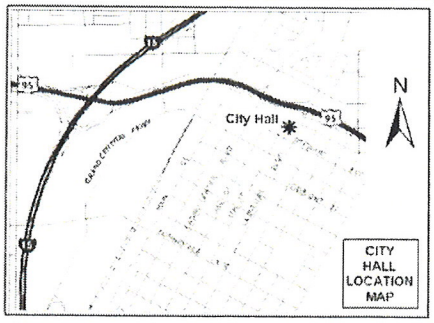

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801211036
FAEHLING BONNIE J
5725 MANITO CIR
LAS VEGAS NV 89130-5130

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIP CODE 89101

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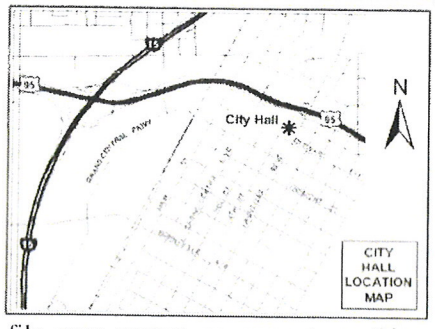

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SDR-39810

Planning Commission Meeting of 11/18/2010

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Case: SDR-39810

13801514049
TERHUNE MICHAEL
4640 BRADPOINT DR
LAS VEGAS NV 89130-5250

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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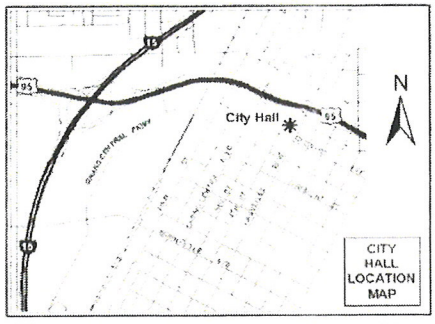

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SDR-39810

Planning Commission Meeting of 11/18/2010

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Case: SDR-39810

13802510028
KLEIN ROBERT J & CHRISTINE M
6209 DORCHESTER CIR
LAS VEGAS NV 89130-2322

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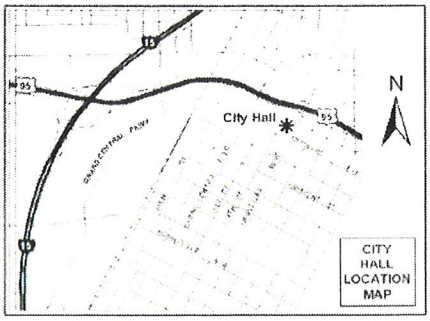

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
12536411016
SCHMUCKER JEFFREY F & KATHLEEN M
5608 OCEAN PINES CIR
LAS VEGAS NV 89130-2092

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Las Vegas, Nevada 89101-2986

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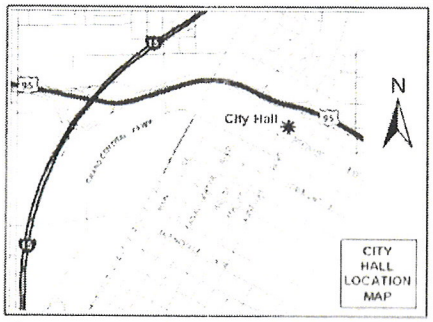

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SDR-39810
Planning Commission Meeting of 11/18/2010

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NOV - 9 2010

Case: SDR-39810
13801215005
PHIPPS ANDREA M
4449 CIELO LN
LAS VEGAS NV 89130-5268

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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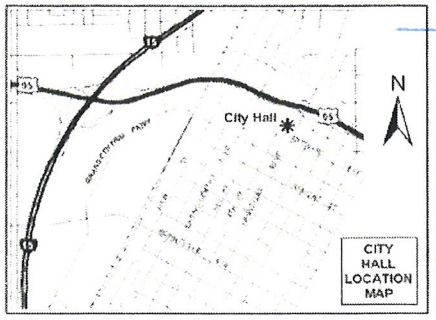

The pine trees keep pollution out of Rancho Mira. It is a waste of money to remove & plant new trees. The pine trees are NOT damaging the walls! I have checked the area. Regardless what the Assoc Board says the pine trees are environmentally better choice than the replacement trees. I will be out of town on the planning meeting date. Please do not approve the ~~admen~~ amendment

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SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801211055
KNAPP LIVING TRUST
5700 SOLIMAR LN
LAS VEGAS NV 89130-5102

IAVDS11 89130

Las Vegas, Nevada 89101-2986

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02 1M $ 00.41⁴
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MAILED FROM ZIP CODE 89101

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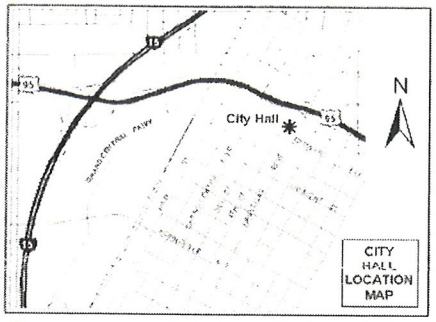
Official Notice of Public Hearing



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SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801710009
MALONE DANA E & REBECCA C
4313 LINDSEY CIR
LAS VEGAS NV 89130-2604

IAVDS11 89130

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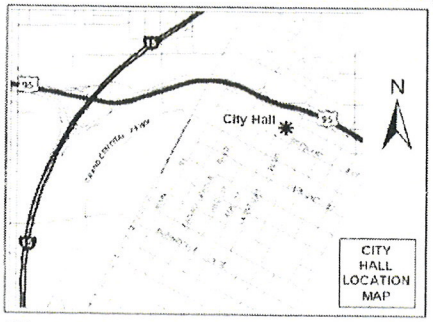

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Planning Commission Meeting of 11/18/2010

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Case SDR-39810
13801512062
SCARBROUGH WALTER A
5213 COSTABELLA LN
LAS VEGAS NV 89130-5325

731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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02 1M $ 00.41⁴
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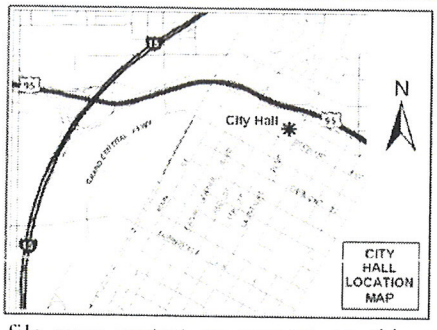

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Case SDR-39810
13906114022
MCCAFFREY JOHN P
4436 PALOMINO ESTATES ST
NO LAS VEGAS NV 89031-2122

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Development Services Center
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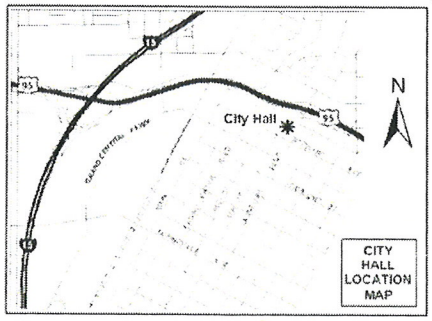

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SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13802510080
GORSKI RONALD J & C G REV LIV TR
6117 BURNT HILLS DR
LAS VEGAS NV 89130-2329

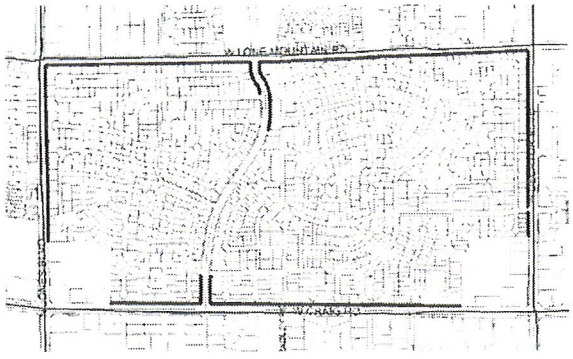
Application Information

SDR-39810 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION - Request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93) TO ALLOW 191 TREES IN THE PERIMETER LANDSCAPE BUFFER WHERE 418 TREES ARE REQUIRED at the southwest corner of Lone Mountain Road and Decatur Boulevard (APNs Multiple), R-PD5 (Residential Planned Development - 5 Units Per Acre) and R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross).

Leave well enough alone.
Less than half is, NOT,
Acceptable.

Ronald Gorski
Ronald Gorski

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 18, 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
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Las Vegas, Nevada 89101-2986

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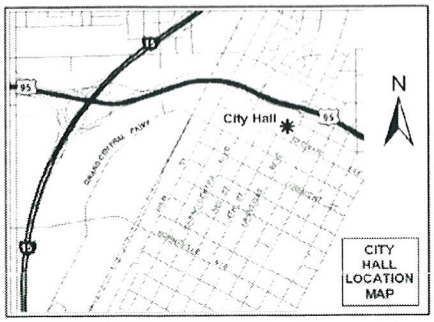

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801110052
DAVIGNON ROBERT A & ELIZABETH A
5809 BLUSH AVE
LAS VEGAS NV 89130-5141

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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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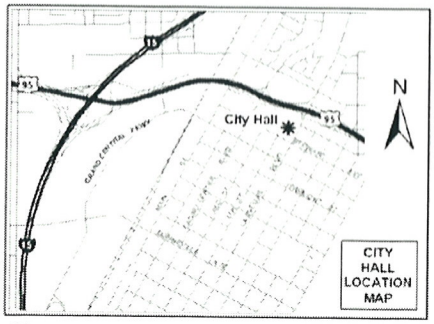

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801210023
FULLER GLENN W & BETTY J
4440 CRIMSON LEAF DR
LAS VEGAS NV 89130-5163

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Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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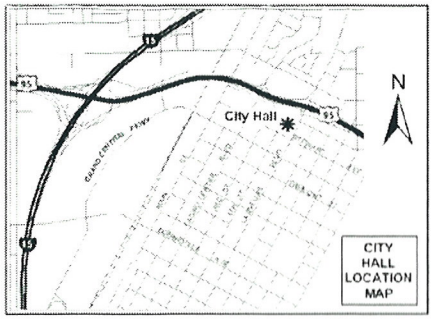

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801210043
WEISS FAMILY TRUST 1994
5805 CANTADA CIR
LAS VEGAS NV 89130-5144

731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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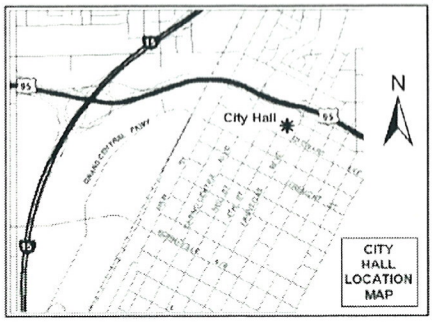

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SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801511035
MAGEDMAN BARRY M & REINA L
5109 RED GLORY DR
LAS VEGAS NV 89130-5385

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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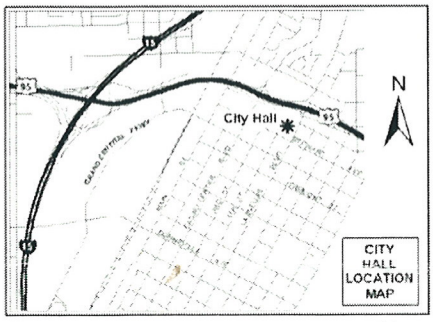

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Case: SDR-39810

13801116030
KING FAMILY TRUST
4420 CRIMSON LEAF DR
LAS VEGAS NV 89130-5113

[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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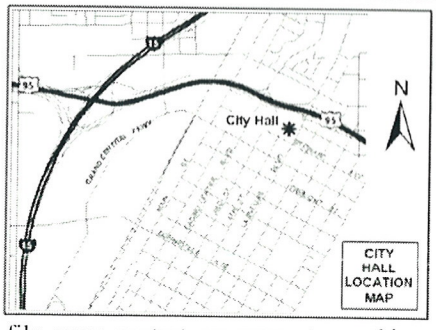

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Case: SDR-39810

13801211077
WARREN JAMES E & SHERYL B
4420 CRIMSON LEAF DR
LAS VEGAS NV 89130-5113

[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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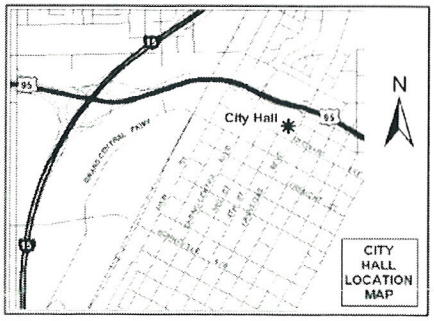

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SDR-39810
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Case: SDR-39810
13801618019
EICHER FAMILY TRUST
4549 BLUE ROYAL DR
LAS VEGAS NV 89130-5279

Roy L. Eicher

Las Vegas, Nevada 89101-2986

PRESO FIRST

02 1M $ 00.41⁴
0004279218 NOV 05 2010
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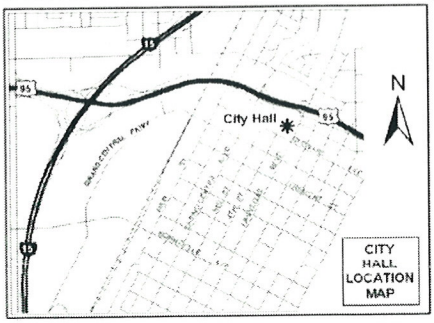
Official Notice of Public Hearing



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[✓] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801215036
ARCHIBALD THOMAS & JEAN
4501 FLORENTINE CT
LAS VEGAS NV 89130-5269

City of Las Vegas
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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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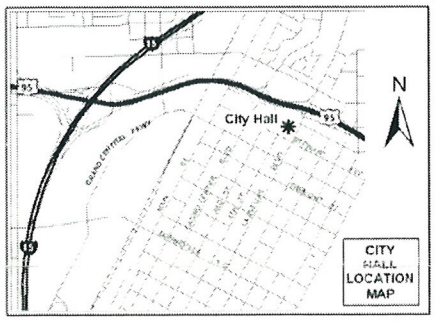

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
12536411031
CRANE DAVID & NOREEN
5624 LOST TREE CIR
LAS VEGAS NV 89130-2090

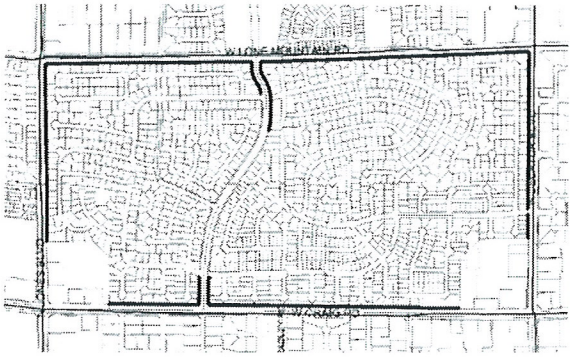
LAS VEGAS NV 890

Application Information

SDR-39810 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION - Request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93) TO ALLOW 191 TREES IN THE PERIMETER LANDSCAPE BUFFER WHERE 418 TREES ARE REQUIRED at the southwest corner of Lone Mountain Road and Decatur Boulevard (APNs Multiple), R-PD5 (Residential Planned Development - 5 Units Per Acre) and R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross).

ANYTHING, BUT PINE TREES.
TRY BOTTLE TREES, VERY HARDY.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***November 18, 2010***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Planning and Development Department, Development Services Center, 731 South Fourth Street, Las Vegas, Nevada 89101. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

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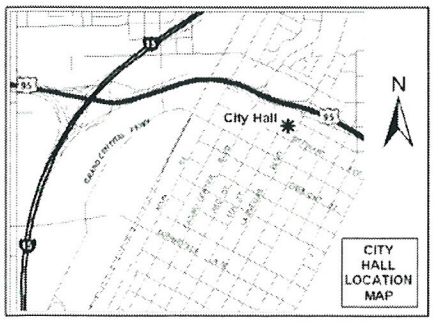

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

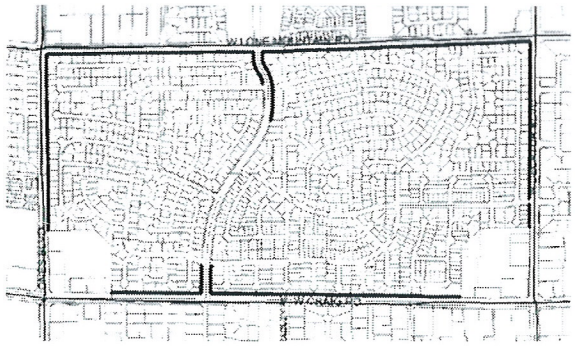
Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801119038
MANOS MICHAEL & JILL 1990 LIV TR
4608 MANCILLA ST
LAS VEGAS NV 89130-5193

SDR-39810 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: RANCHO ALTA MIRA HOMEOWNERS ASSOCIATION - Request for a Major Amendment to previously approved Rezonings (Z-0108-88) and (Z-0037-93) TO ALLOW 191 TREES IN THE PERIMETER LANDSCAPE BUFFER WHERE 418 TREES ARE REQUIRED at the southwest corner of Lone Mountain Road and Decatur Boulevard (APNs Multiple), R-PD5 (Residential Planned Development - 5 Units Per Acre) and R-PD7 (Residential Planned Development - 7 Units Per Acre) Zone, Ward 6 (Ross).

I believe this will save our community water usage.



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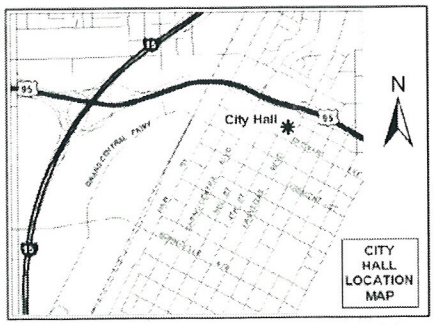

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801210027
STEGEMAN JANICE M & CLINTON M
4512 CRIMSON LEAF DR
LAS VEGAS NV 89130-5138

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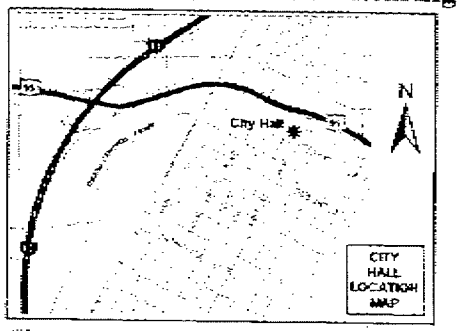

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Case: SDR-39810

13801215048
TALLENT JAMES A & WILMA L
5412 DEL LAGO DR
LAS VEGAS NV 89130-5270

11/09/2010 16:37 FAX

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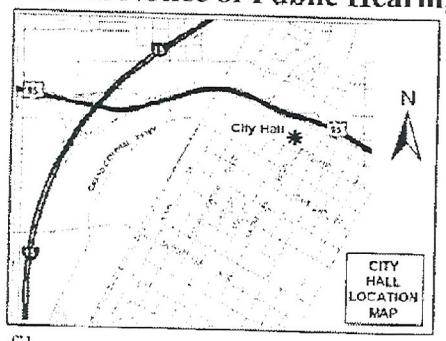

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

13801119020 Case: SDR-39810
ABBINETT JAMES E & KARYN L
5613 SAN ARDO PL
LAS VEGAS NV 89130-5187

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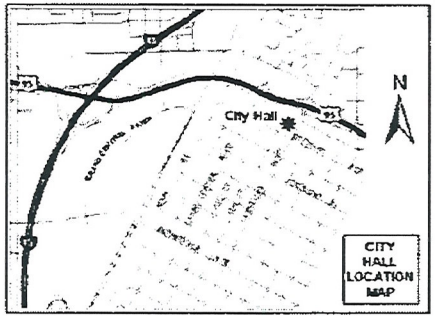

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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Case: SDR-39810

13801511030
ANDERSON GREGORY M & DARLA K
4636 N SEABROOK LN
LAS VEGAS NV 89130-5331

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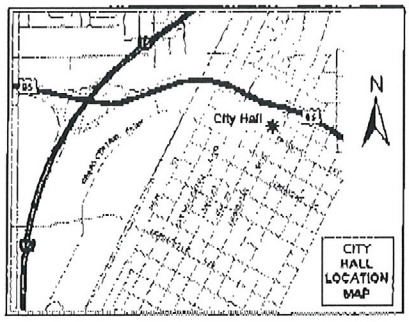

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801613025
BASSFORD MARK J & HELEN D REV TR
5224 DEL LAGO DR
LAS VEGAS NV 89130-5210

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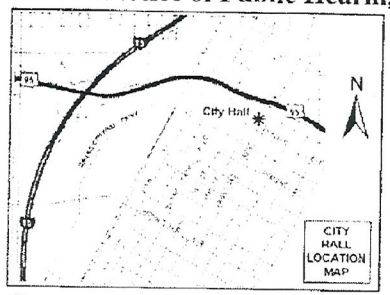

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801616030
DIPPNER ROBERT F & MARY E
6340 W FARM RD
LAS VEGAS NV 89131-2124

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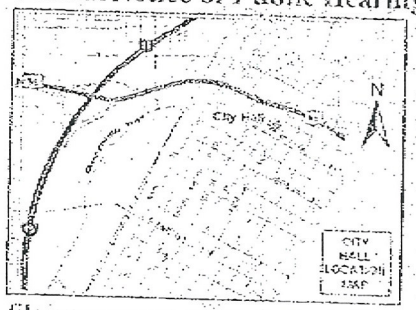

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SDR-39810

Planning Commission Meeting of 11/18/2010

13801116030 Case: SDR-39819
KING FAMILY TRUST
4420 CRIMSON LEAF DR
LAS VEGAS NV 89130-5113

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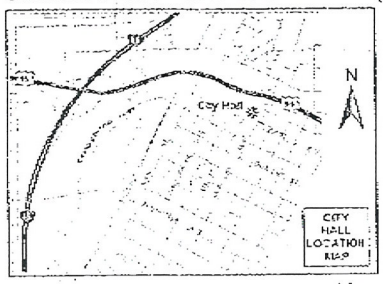

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801211077
WARREN JAMES E & SHERYL B
4420 CRIMSON LEAF DR
LAS VEGAS NV 89130-5113

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P.1/1
TO:3857268
JAN-01-2002 12:23 FROM:

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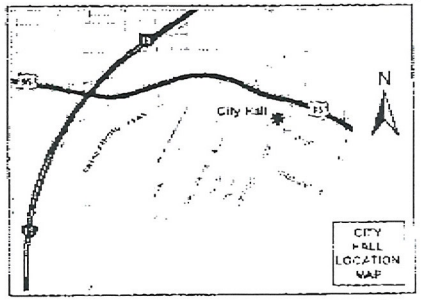

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Case: SDR-39810

13801618029
BIONDICH MARIA
5008 CAMINO DEL RANCHO
LAS VEGAS NV 89130-5282

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Las Vegas, Nevada 89101-2986

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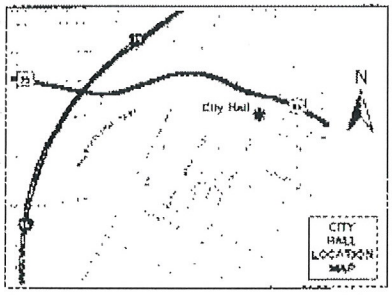

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SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801211075
LUIKART MICHAEL D
4412 CRIMSON LEAF DR
LAS VEGAS NV 89130-5113

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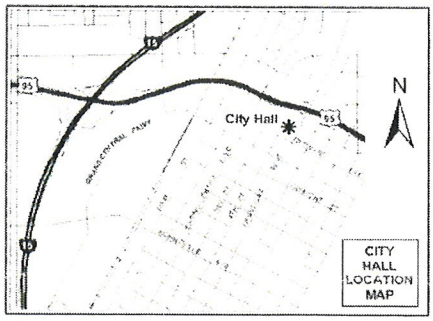

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Case: SDR-39810

13801615042
NELSON DAVID LEWIS
5112 BROOKMERE DR
LAS VEGAS NV 89130-5220

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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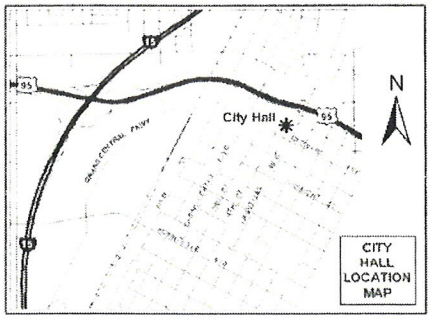

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Case: SDR-39810

13801211062
CHRISTENSEN DEBRA M
4424 CRIMSON LEAF DR
LAS VEGAS NV 89130-5115

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810

Planning Commission Meeting of 11/18/2010

IAVDS11 89130

Las Vegas, Nevada 89101-2986

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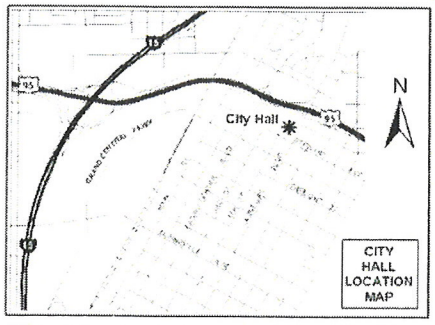

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Case: SDR-39810

13801116049
WARREN DONALD M & MARY JANE
4708 CRIMSON LEAF DR
LAS VEGAS NV 89130-5360

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

IAVDS11 89130

City of Las Vegas
Planning & Development Department
Development Services Center
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Las Vegas, Nevada 89101-2986

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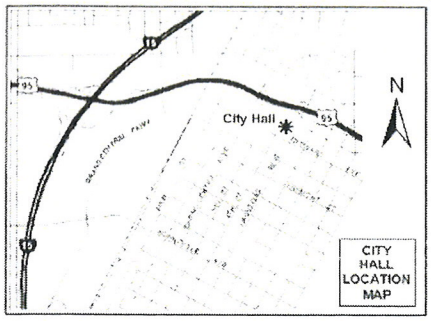

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Case: SDR-39810

13801118007
KENNEDY WILLIAM E & EVELYN M
4624 VIA DELSUR LN
LAS VEGAS NV 89130-5178

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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UNITED STATES POSTAGE PITNEY BOWES
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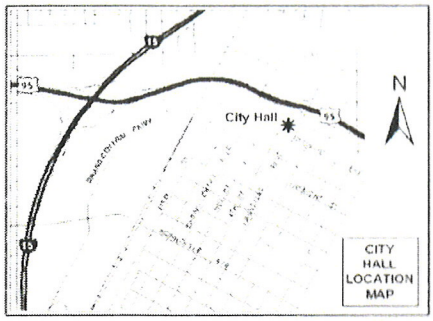

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Case: SDR-39810

13801613031
OAKES DIANA J REVOCABLE TRUST
5248 DEL LAGO DR
LAS VEGAS NV 89130-5211

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Las Vegas, Nevada 89101-2986

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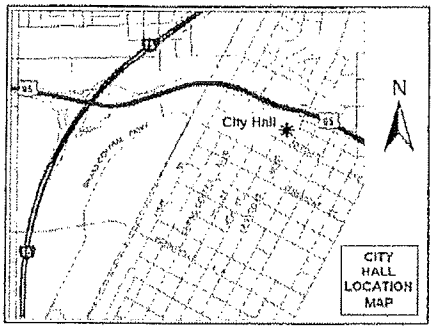

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

12536403007
LONE MOUNTAIN DEVELOPERS L L C
3030 S HIGHLAND
LAS VEGAS NV 89109-1047

11/11/2010 13:57 MARTIN HARRIS CONSTRUCTION (FAX)7024748257 P.001/001

FROM :
FAX NO. : 6569344
Nov. 12 2010 08:31AM P1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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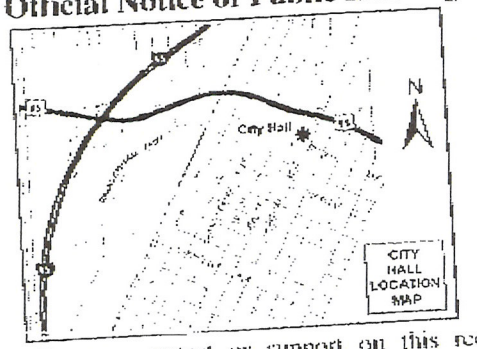

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

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SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801510032
FERRARA GERALD & CAROL
5320 RED GLORY DR
LAS VEGAS NV 89130-5318

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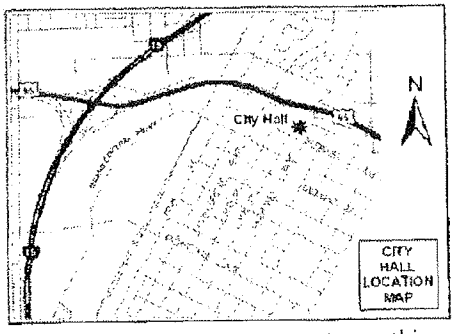

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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DR-39810
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Case: SDR-39810

13801111005
NOVILLA CLOE D & NICOLAS F JR
5517 CRIMSON RIDGE DR
LAS VEGAS NV 89130-5132

Nov 11 2010 10:51AM HP LASERJET FAX
p.1

City of Las Vegas
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Development Services Center
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Las Vegas, Nevada 89101-2986

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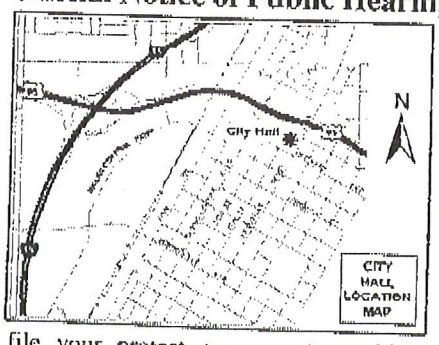

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801211068
VITULLO ANTHONY F
4413 CRIMSON LEAF DR
LAS VEGAS NV 89130-5114

City of Las Vegas
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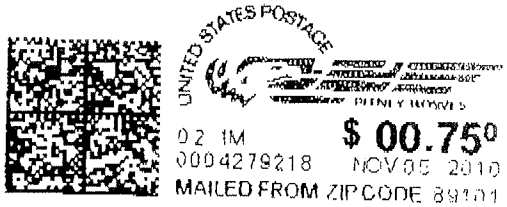
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986



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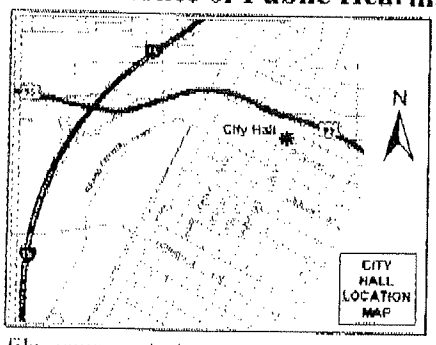

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801117040
LI WING & JOANNA
1728 W 66TH AVE
VANCOUVER BC V6P 2S3
CANADA 00000-0000

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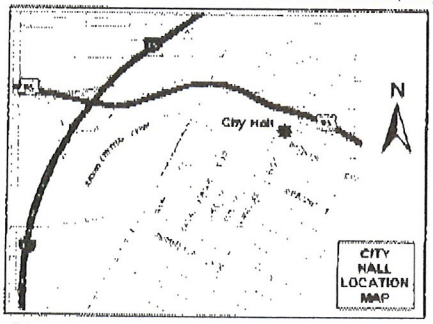

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

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Case: SDR-39810
13801210028
ELSNER ALVIN R & ROCHELLE
4516 CRIMSON LEAF DR
LAS VEGAS NV 89130-5138

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Development Services Center
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Las Vegas, Nevada 89101-2986

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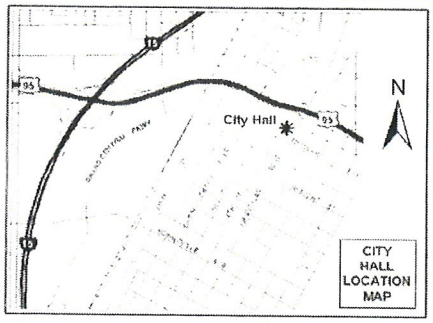

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Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801613019
POWANDA DANIEL J SR TRUST
5229 VELAZCO LN
LAS VEGAS NV 89130-5218

Las Vegas, Nevada 89101-2986

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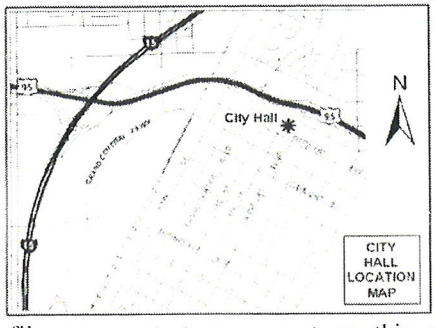

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Case: SDR-39810
13801117026
HALVERSON SHARLENE K LIVING TR
5912 RED UMBER AVE
LAS VEGAS NV 89130-5175

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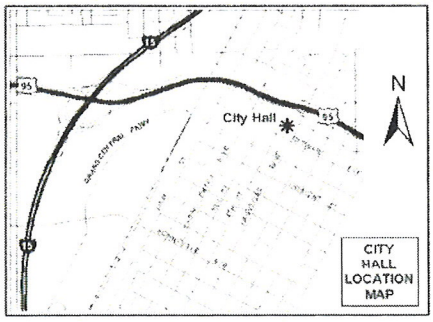

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801511043
BATSON QUILLA JARONE & FARRELL L
5132 RED GLORY DR
LAS VEGAS NV 89130-5386

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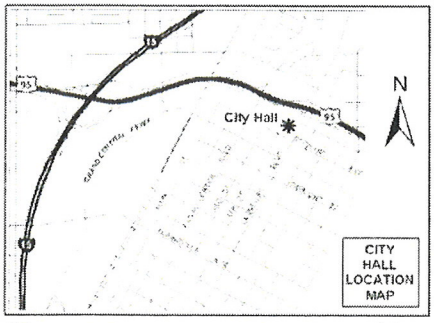

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801210047
BRAVATA NICHOLAS J TRUST
4501 CRIMSON LEAF DR
LAS VEGAS NV 89130-5136

NOV-16-2010 TUE 09:18 AM WLB GROUP FAX NO. 7024340491 P. 01

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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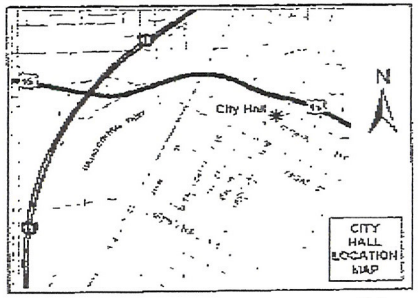
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810

Planning Commission Meeting of 11/18/2010

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Case: SDR-39810

13801210326
PATTERSON FAMILY TRUST
4508 CRIMSON LEAF DR
LAS VEGAS NV 89130-5138

p.1
219-736-2705

City of Las Vegas
Planning & Development Department
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731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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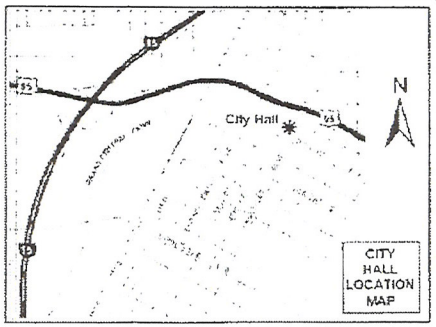

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SDR-39810

Planning Commission Meeting of 11/18/2010

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NOV 15 2010

Case: SDR-39810

13801215039
KOENIG MARIA
5421 RAVANA AVE
LAS VEGAS NV 89130-5266

Nov 13 10 04:27p

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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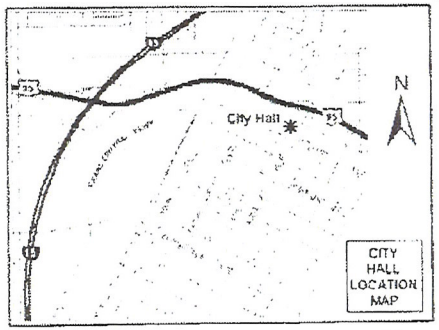

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810

Planning Commission Meeting of 11/18/2010

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Case: SDR-39810

13801110024
PEREA ROBERT & ESTHER
4724 DUSTY ROSE LN
LAS VEGAS NV 89130-5145

Nov 12 10 09:13p Jim & Karyn Abbinett 702-656-5687 p.1

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
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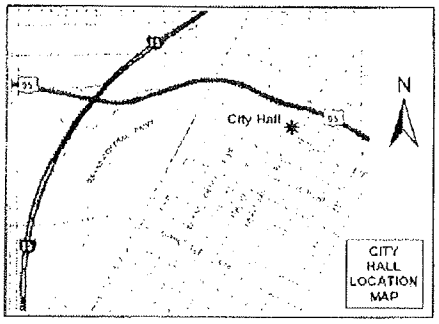

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SDR-39810

Planning Commission Meeting of 11/18/2010

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Case: SDR-39810
13801211078
NICOLAS FREDERICK JOSEPH
5725 SOLIMAR LN
LAS VEGAS NV 89130-5103

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Development Services Center
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Las Vegas, Nevada 89101-2986

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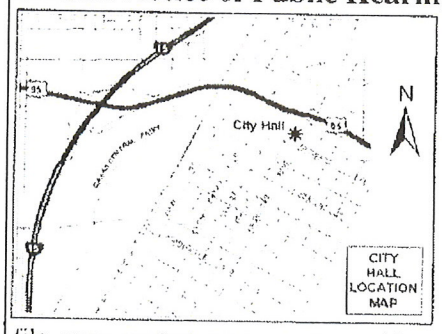

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801617006
JONES RANDALL D & MARGARET R
8121 BLACK ORCHID AVE
LAS VEGAS NV 89131-4659

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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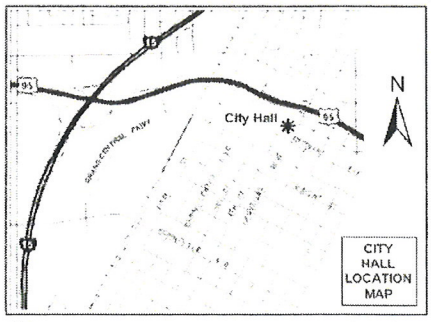

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-39810
Planning Commission Meeting of 11/18/2010

I support this amendment because it will save water. Aren't we supposed to be conserving more water?

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Case: SDR-39810
13801616003
TAVARES WESLEY L & K REV LIV TR
4508 STANDING BLUFF WY
LAS VEGAS NV 89130-5374

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Las Vegas, Nevada 89101-2986

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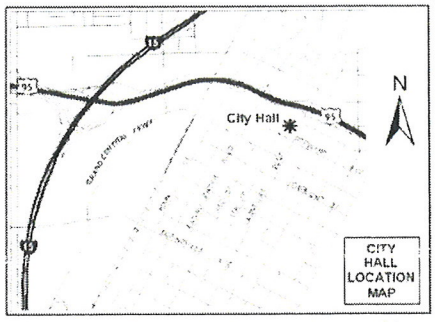

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SDR-39810
Planning Commission Meeting of 11/18/2010

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NOV 15 2010

Case: SDR-39810
13801511059
GUSTKE OLGA B & GARY L
5129 CRIMSON RIDGE DR
LAS VEGAS NV 89130-5311

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[illegible]

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Development Services Center
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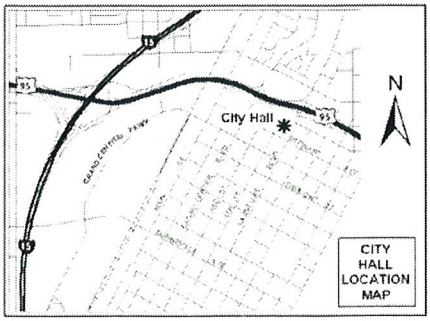

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801613081
ST PATRICK
% J WHITE
420 N NELLIS BLVD #A3-243
LAS VEGAS NV 89110-5364

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

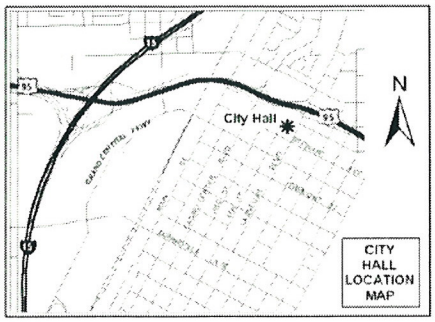
return to sender

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



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810

Planning Commission Meeting of 11/18/2010

Case: SDR-39810

13801613082
LAKE FORREST
420 N NELLIS BLVD A3-243
LAS VEGAS NV 89110-5364

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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MAILED FROM ZIP CODE 89101

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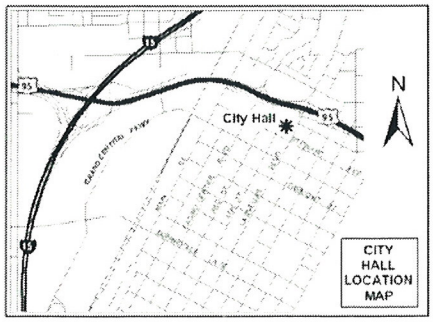

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801118033
TISDALE WILLIAM H & MARY ANNE
4541 VIA DELSUR LN
LAS VEGAS NV 89130-5185

[redacted]

Return to Sender

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
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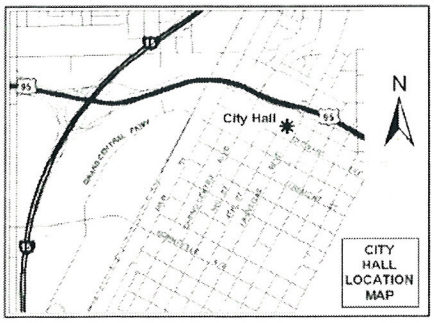
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-39810
Planning Commission Meeting of 11/18/2010

Case: SDR-39810
13801613001
FIREFLY
% I WHITE
420 N NELLIS BLVD #A3
LAS VEGAS NV 89110-5300

[redacted]

Telephone Protest/ Approval Log

Meeting Date: 11.18.10 **Case Number:** SDR-39810

Date: 11.15.10
Name: Ralph Kline
Address: 13809 NE 89th Cr
Vancouver WA 98682
Phone: 360-448-3017
☐ PROTEST ☑ APPROVE

Date:
Name:
Address:
Phone:
☐ PROTEST ☐ APPROVE

Date: 11-16-10
Name: Bryan Labraski
Address: 4561 Sanin Cir
Phone: 645-4994
☐ PROTEST ☑ APPROVE

Date:
Name:
Address:
Phone:
☐ PROTEST ☐ APPROVE

Date: 11-16-10
Name: ELENA DeLaPena
Address: 4700 Sun Glory Ct
Phone: 656-4671
☐ PROTEST ☑ APPROVE

Date:
Name:
Address:
Phone:
☐ PROTEST ☐ APPROVE

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

TO: Chair, Planning Commission-TRUESDELL, ViceChair, EVANS, GOYNES, TROWBRIDGE, QUINN, FLANGAS, MOODY!
FROM Charleston Neighborhood Preservation
FOR DATE: Nov. 18, 2010
RE: Selected CLV Planning Commission Agenda Items

16, 17, 18, 19—noting some of the other creative attempts for approval, maybe if they sought approval for the kitchen and laundry first, then for the residential portion?

20—Please, DENY these "nested" business proposals.

21—Please APPROVE.

#23---Please DENY this erratic arrangement.

#26—Please DENY this addition due to the requested waiver distance.

#27—Please DENY this Addition due to the 300 ft. waiver.

#28—Please request a traffic count for Westwood Dr. , the assumption is a disappointment!

#29—Why is the OVAL rather than CIRCLE notification radius used and for only 1000 ft. radius?
Why is the "liquor establishment" not included in the written description, though apparent in the radius drawing?
Please, commissioners, describe the Westwood Dr. vacation process.
How many feet of Westwood Dr. are being vacated?
What is the proposed function of the proposed extension North over Westwood Dr. only?

#30—CNP agrees with staff!

#31—We are pleased with the "It's a desert out there." Tree arrangement.

RECEIVED
NOV 18 2010

MAY EACH OF YOU ENJOY THIS FAMILY THANKSGIVING SEASON!

CNP President June Ingram

June Ingram

and BOARD

Russ Stancliffe
Vicki Arnold
Pamela Stancliffe

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erna Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Geno &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reity-Layne Rushforth-Jeanine Sweeney-Julia Whaun-Jean Withers-Others

31

NOV-18-2010 03:58 FROM: TO:3857268 P.2/2

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

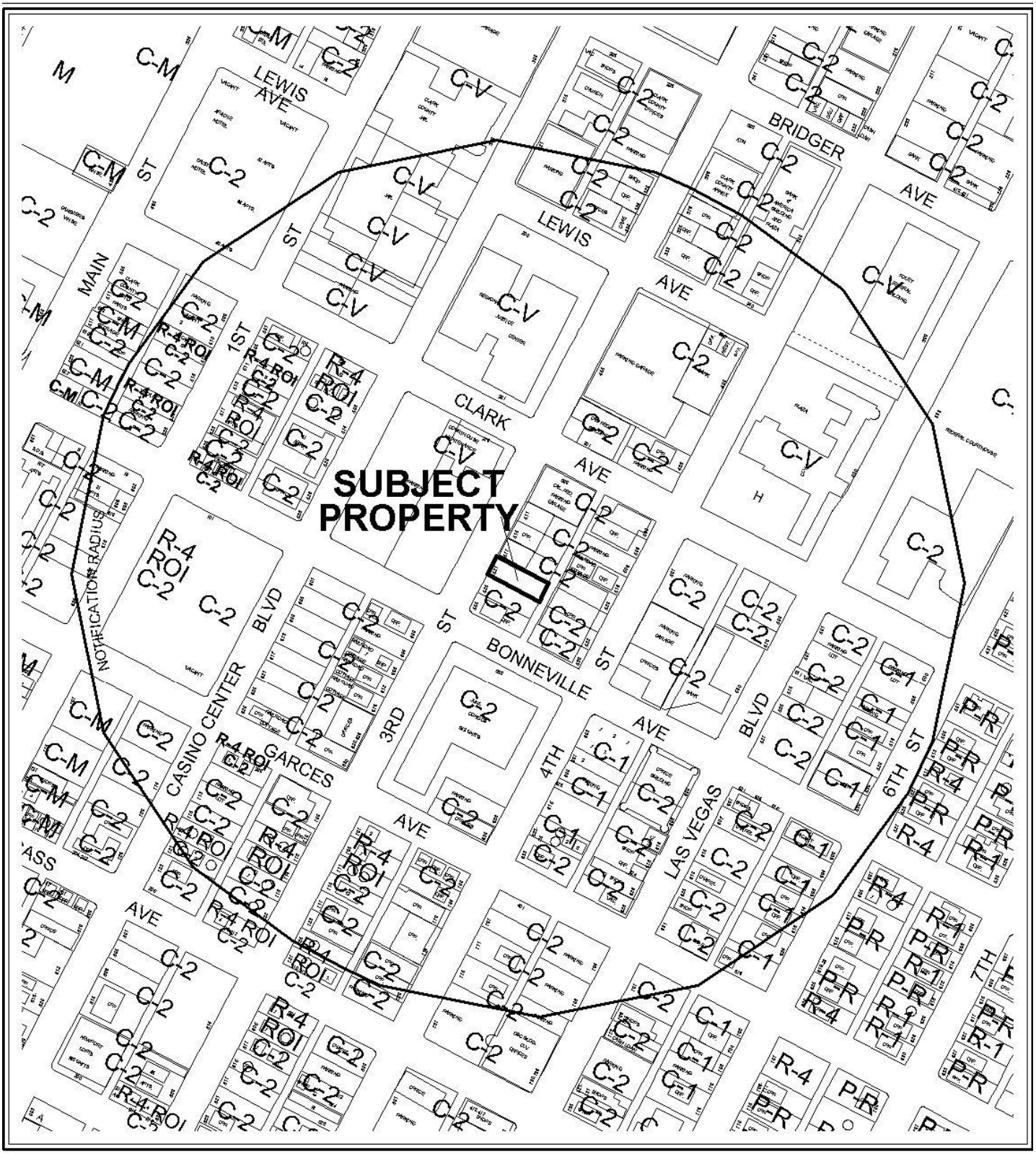
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40392 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT/OWNER: 521 SOUTH THIRD, LLC - Request for a Site Development Plan Review FOR A PROPOSED 8,303 SQUARE-FOOT, TWO-STORY OFFICE BUILDING WITH TWO PARKING SPACES on 0.16 acres at 521 South Third Street (APN 139-34-301-009), C-2 (General Commercial), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**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
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the January 25, 2011 Planning Commission Meeting Item SDR-40392



CASE: **SDR-40392**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N



CASE: **SDR-40392**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 16, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 521 SOUTH THIRD, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-40392	Staff recommends DENIAL, if approved subject to conditions:	

** CONDITIONS **

SDR-40392 CONDITIONS

Planning and Development

1. Site Development Plan Reviews SDR-23906 and SDR-34450 are hereby expunged.

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 12/07/2010, 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 12/07/2010. 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. 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).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. 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.

12. 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.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting Downtown Centennial Plan 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. An off-site Geotechnical Pavement Design recommendation will be required for all asphalt pavement required for completion of this project.

15. Parking spaces designed perpendicular to and accessed directly from public alleys shall be a minimum of 22 feet in depth from the alley right-of-way line.

16. Landscape and maintain all unimproved right-of-way on 3rd Street 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.

17. Submit an Encroachment Agreement for all landscaping and private improvements located in the 3rd Street public right-of-way adjacent to this site prior to occupancy of this site. The installation and maintenance of all landscaping in the public right of way shall be the responsibility of the adjacent property owner and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

18. 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 drainage ways as recommended.

Staff Report Page One
February 16, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is a 0.16 acre undeveloped lot located at 521 South 3rd Street. This proposal seeks entitlement to allow a two-story, 8,303 square foot Office building within the Office Core of the Downtown Centennial Plan. The proposed development will retain much of the architectural characteristics approved through the amended Site Development Plan Review (SDR-34450); however, the applicant proposes a 68% increase in floor area and a 71% reduction in onsite parking. With only one standard parking space and one handicapped van accessible parking space provided, the proposal is severely limited in parking available to both employees and visitors; therefore, staff recommends denial of this request. If denied, the previously approved Site Development Plan Reviews (SDR-23906 and SDR-34450) will continue to apply to this subject property.

ISSUES

- This proposal is beyond the scope of a minor amendment to an approved Site Development Plan Review; the previously approved Site Development Plan Reviews SDR-23906 and SDR-34450 will be expunged, if approved.
- There is no elevator providing internal access to the second floor, only stairs.
- There is insufficient onsite parking provided for employees or customers.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/22/03	The Planning Commission approved a request for a Site Development Plan Review (SDR-2207) for a proposed commercial parking lot located on the east side of 3rd Street, approximately 115 feet north of Bonneville Avenue. Included in the request were waivers to several design standards of the Las Vegas Downtown Centennial Plan. Staff recommended approval of this request. Site Development Plan Review (SDR-2207) was not exercised, and expired on 05/22/05.
11/07/07	The City Council approved a request for a Site Development Plan Review (SDR-23906) for a proposed 10,241 square-foot, three-story Office building and parking garage on 0.16 acres at 521 South 3rd Street. The Planning Commission and staff recommended approval of this request.

08/19/09	The City Council approved a request for a Major Amendment (SDR-34450) of a previously approved Site Development Plan Review (SDR-23906) for a proposed 34-foot high, single-story, 5,705 square foot Office building with three parking spaces on 0.16 acres at 521 South 3rd Street. The Planning Commission and staff recommended approval of this request.
01/25/10	The technical review for a Reversionary Map (FMP-36563) was approved by the Planning and Development Department for a reversion to acreage for one, 0.16 acre lot. The map has not been recorded.
10/21/10	The Planning Commission denied a request for a Site Development Plan Review (SDR-39394) for a proposed 8,303 square-foot office building with two parking spaces on 0.16 acres at 521 South 3rd Street. This item was final action with no appeal filed.
01/25/11	The Planning Commission voted (6-1/vq) to recommend APPROVAL of this request (PC Agenda Item 54/mh).

Most Recent Change of Ownership	
05/26/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no Building Permits or Business Licenses issued against the subject site located at 521 South Third Street.

Pre-Application Meeting	
12/02/10	A pre-application meeting was held with the applicant where the following information was discussed: • The reduction in provided parking from the recent amendment (SDR-34450) to the approved entitlement (SDR-23906). • The increase in scope of development by adding the second floor offices. • The Development and Streetscape requirements for the Downtown Centennial Plan - Office Core District. • The submittal requirements for a new Site Development Plan Review that would expunge the previous entitlement (SDR-23906), if approved. • How the applicant will address the limited onsite parking and the lack of an elevator for internal circulation.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/14/2010	A field check was carried out by staff with the following observations: • The subject site is currently undeveloped. • The subject site is fenced and is absent of trash and debris. • There is an existing driveway pan provided from 3rd Street and a public alley located at the rear of the property.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	C (Commercial)	C-2 (General Commercial)
North	Office	C (Commercial)	C-2 (General Commercial)
South	Parking Lot	C (Commercial)	C-2 (General Commercial)
East	Office	C (Commercial)	C-2 (General Commercial)
West	Government Facility Parking Lot	PF (Public Facilities)	C-V (Civic)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
A-O (Airport Overlay) District	X		Y
Live/Work Overlay District	X		N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Standard	*Required/Allowed*	*Provided*	*Compliance*
Setbacks	70% of the first story façade shall align along the front property line.	100% of the building's façade aligns along the front property line.	Y
Service Area	Service Areas shall orient away and be screened from public view.	Internally located Service Area.	Y
Mech. Equipment	Screened from public view.	Internally located Mechanical Area.	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
3rd Street	Local Street	NA	78	N/A

Streetscape Standards	*Required*	*Provided*	*Compliance*
Downtown Centennial Plan: North – South Streets (3rd St)	A 5-foot amenity zone and an unobstructed 10-foot sidewalk with 36-inch box size Southern Live Oak, Shoestring Acacia, African Sumac, Ash or Pistache shade trees planted at 30-foot intervals.	A 5-foot amenity zone and an unobstructed 10-foot sidewalk are indicated. Two 36-inch box size Southern Live Oak shade trees spaced 30-feet apart are shown on the provided plans.	Y

Pursuant to Title 19.06.060, properties within the Downtown Centennial Plan area are exempt from the automatic application of standard parking requirements. However, the exemption does not prohibit City staff, the Planning Commission, and the City Council from imposing limitations on the approval of a Site Development Plan Review. The parking requirements of Title 19.04 are provided for reference only:

Parking Requirement - Downtown							
Use	*Gross Floor Area or Number of Units*	*Base Parking Requirement*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	8,303 SF	1 Space/ 300 SF of GFA	28				
TOTAL SPACES REQUIRED			**28**		2		N
Regular and Handicap Spaces Required			26	2	1	1	N

MH

ANALYSIS

The proposed 8,303 square foot Office building meets the overall intent of the Downtown Centennial Plan Office Core Development Standards with the exception of the provision of onsite parking. Although Title 19.06.060 exempts properties within the Downtown Centennial Plan area from the automatic application of standard parking requirements, the exemption does not prohibit City staff, the Planning Commission, and the City Council from imposing limitations on the approval of a Site Development Plan Review. In comparison to the Title 19.04 parking requirements for an Office use, the subject property would require 28 spaces whereas two spaces are proposed. In another comparison regarding previously approved developments within the Downtown Centennial Plan area, parking has typically been provided at a ratio of three parking spaces per 1,000 square feet of Office use. Using this ratio, this proposal would require 25 parking spaces in order to be comparable to the previously approved developments in the Downtown Centennial Plan area. The floor plan provided by the applicant indicates seven offices and four secretary workstations proposed within the office building, which indicates that several employees could be employed at this location.

The internal circulation depicts a two-story office layout with a total of seven offices; four secretary workstations; a conference room; a front lobby; a break room with kitchenette; and men's and women's restrooms located at the rear. In regards to the internal layout, there is no elevator or lift system providing access for those with physical disabilities to the three offices located on the second floor. Additionally, the second floor utilizes only 45% of the available enclosed space and provides no internal access to the largest office located at the rear of the building.

The submitted elevations depict a two story building utilizing pre-cast concrete panels, limestone, split-faced block and copper roofing materials that is in compliance with the Architectural Design Standards of the Las Vegas Downtown Centennial Plan. However, staff notes that the only fenestration provided is two-stories of glazing located on the west elevation which, despite the location of the Southern Live Oak, may create an issue of unwanted solar gain to the buildings occupants.

The submitted landscape plan complies with the Downtown Centennial Plan North South Streetscape requirements. Two, 36-inch box Southern Live Oak shade trees are provided at 30 feet on-center with the appropriate tree grates. A landscape planter incorporated with the building façade is also shown.

Due to the insufficient parking provided onsite and an internal circulation scheme that does not fully cater to those with physical disabilities, denial of this request is recommended.

FINDINGS (SDR-40392)

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 Office use is compatible with adjacent development and development in the area; however, as proposed, this development demonstrates a significant deficiency of onsite parking for the primary occupants, let alone any customers that may visit the site.

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;**

   With the exception of the insufficient onsite parking provided, the proposed two-story, 8,303 square foot Office building is consistent with the Downtown Centennial Plan Development Standards and the General Plan.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Vehicular access to the proposed Office building is served solely from a 20-foot wide public alleyway on the east side of the property. The alleyway is between Clark Avenue to the north and Bonneville Avenue to the south, which will provide adequate access to the site. Pedestrian access is available from the main entry at the front of the building adjacent to 3rd Street.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The pre-cast colored concrete entryway and limestone façade and the remaining smooth-stucco finish are appropriate for the downtown area and for the City. The landscape provided is in compliance with the Downtown Centennial Plan Streetscape Standards.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The building elevations and design characteristics are harmonious with the neighboring Wedding Chapel to the south and the Office buildings the north, east, and west.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

If approved, this proposal is subject to the International Building Code during Building Permit review, prior to any construction. In regards to the requirement for an elevator or lift access to upper floors, the size and occupancy of the second floor of the proposed Office building meets the criteria for an exception of this requirement. However, a two story Office building adversely impacts the public health, safety or welfare, since the design limits access for those with disabilities to approximately 55% of the available floor space.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 135 (By City Clerk)

APPROVALS 1

PROTESTS 2

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-40392** APN: 139-34-301-009

Name of Property Owner: 521 South Third, LLC

Name of Applicant: 521 South Third, LLC

Name of Representative: Eckley M. Keach

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: _____ Member

Print Name: Eckley M. Keach

Subscribed and sworn before me

This 2nd day of December, 20 10

_____

Notary Public in and for said County and State

KAREN A. KILMARTIN
Notary Public State of Nevada
No. 89-0283-1
My appt. exp. Oct. 18, 2013

RECEIVED
DEC 07 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: _____

Project Address (Location) 521 S. THIRD ST. LAS VEGAS, NV

Project Name 521 S. 3RD ST. OFFICE **Proposed Use** OFFICE

Assessor's Parcel #(s) 139-34-311-092 (139 34 301 009) **Ward #** _____

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage 8,303 SF **Floor Area Ratio** _____

Gross Acres .16 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER 521 S. 3RD ST. LLC **Contact** MARTY VEACH

Address 520 S. 4TH ST. **Phone:** 384-5563 **Fax:** 383-5960

City LAS VEGAS **State** NV **Zip** 89101

E-mail Address EMKEACH@yahoo.com

APPLICANT SCA DESIGN **Contact** SHELDON COLEN

Address 9017 S. PECOS RD. #4450 **Phone:** 719-2020 **Fax:** 269-9673

City HENDERSON **State** NV **Zip** 89074

E-mail Address scadesignlv@aol.com

REPRESENTATIVE _____ **Contact** _____

Address SAME AS APPLICANT **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

Print Name Eckley M. Keach

Subscribed and sworn before me

This 2nd day of December, 20 10.

_____

Notary Public in and for said County and State

KAREN A. KILMARTIN
Notary Public State of Nevada
No. 89-0283-1
My appt. exp. Oct. 18, 2013

FOR DEPARTMENT USE ONLY

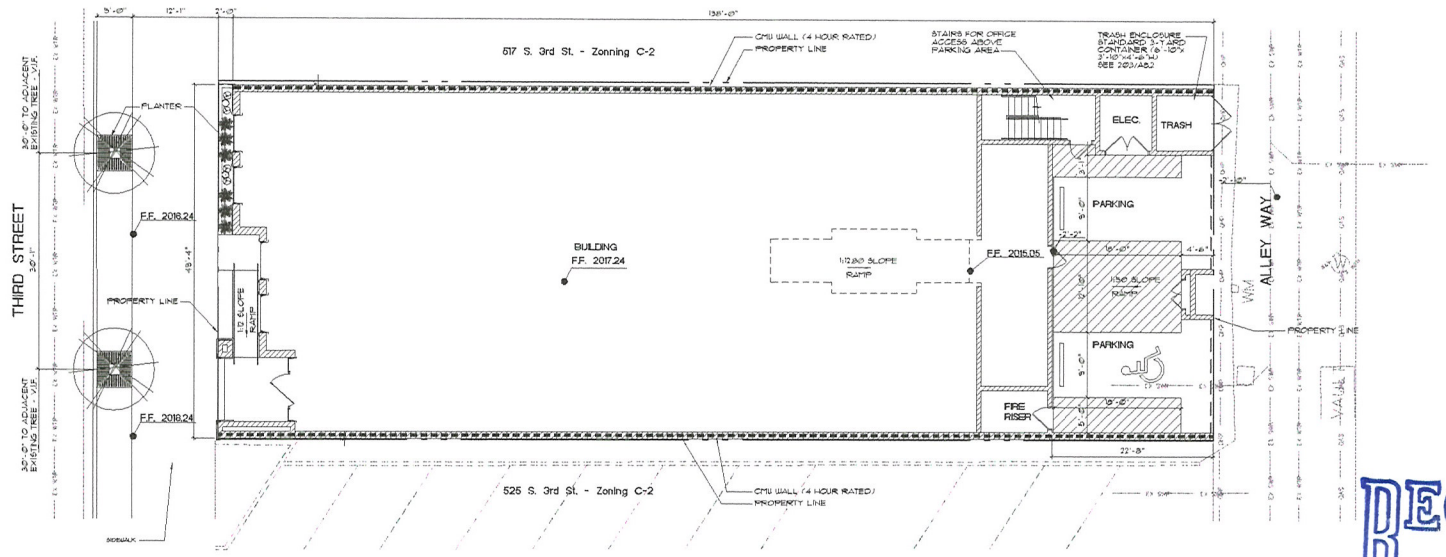
Case #	SDR-40392
Meeting Date:	1/25/11
Total Fee:	1030.00
Date Received:*	12-7-10
Received By:	JFM

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

RECEIVED
DEC 07 2010

Revised 10/27/08



SITE PLAN

1/8"=1'-0"

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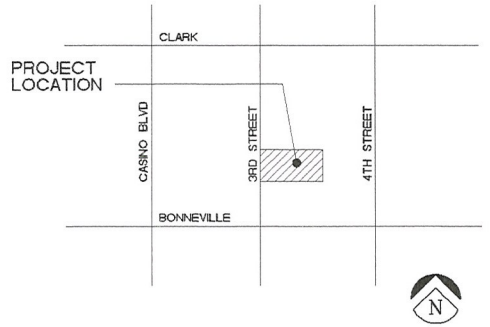
PROJECT INFO

ADDRESS	521 S. THIRD STREET, LAS VEGAS, NEVADA	
BUILDING S.F.	FIRST FLOOR NOT INCLUDING TRASH RM & GARAGE	5,709 S.F.
	SECOND FLOOR	2,594 S.F.
	TOTAL -	8,303 S.F.
LOT S.F.	6,900 S.F. - .16 ACRES	
BUILDING HEIGHT	33'-9"	
PARKING	2 SPACES PROVIDED - 1 HC SPACE, 1 SPACE PROJECT IS IN CENTENTIAL OVERLAY	
ZONING	C-2	

VICINITY MAP



TREES

SOUTHERN LIVE OAK 36" BOX

SHRUBS

CAESALPINIA GILLIESII	DESERT BIRDS OF PARADISE	1 GAL.
SEDUM SPECTABILE	AUTUMN JOY STONECROP	1 GAL.
LANTANA CAMARA LUCKY	YELLOW LANTANA	1 GAL.

SDR-40392

Consultants
sca design
9247 S. Pecos Road, Ste. 4460
Henderson, Nevada 89074
T 702-719-2020 F 702-269-9673

Seal

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Copyright SCA Design

Project 521 S. 3RD ST. OFFICE
Sheet Title SITE PLAN/ LANDSCAPE PLAN
Dwg. Scale 1/8"-0"
Drawn By
Date 11.5.10
Checked By
No. Revision

Sheet No. AS1
Project No. 08048

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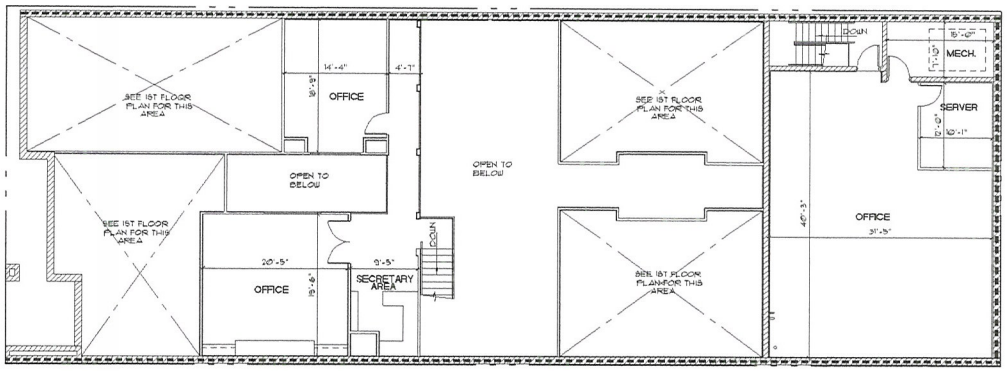
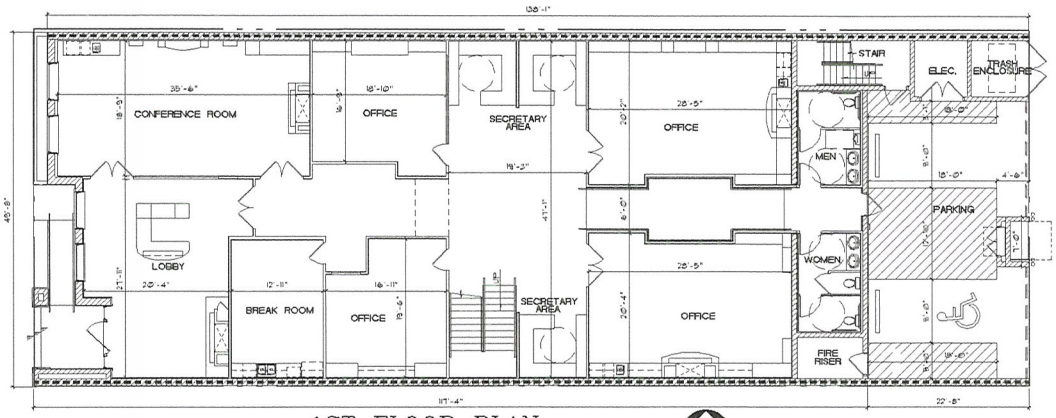


2ND FLOOR PLAN

1/8"=1'-0"



1ST FLOOR PLAN

1/8"=1'-0"

"B" OCCUPANCY

1st FLOOR-	5,709 S.F. /100 =	58
2nd FLOOR-	2,594 S.F. /100 =	26
TOTAL OCCUPANTS:		84

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Consultants

sca design
9307 S. Pecos Road, Ste. 4460
Henderson, Nevada 89074
T 702-719-2020 F 702-269-9873

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Project: 521 S. 3RD. ST. OFFICE

Sheet Title: FIRST FLOOR PLAN/ SECOND FLOOR PLAN

No. | Revision

Dwg. Scale: AS SHOWN | Date: 11/5/10

Drawn By | Checked By

Sheet No. A1.1

Project No. 05048

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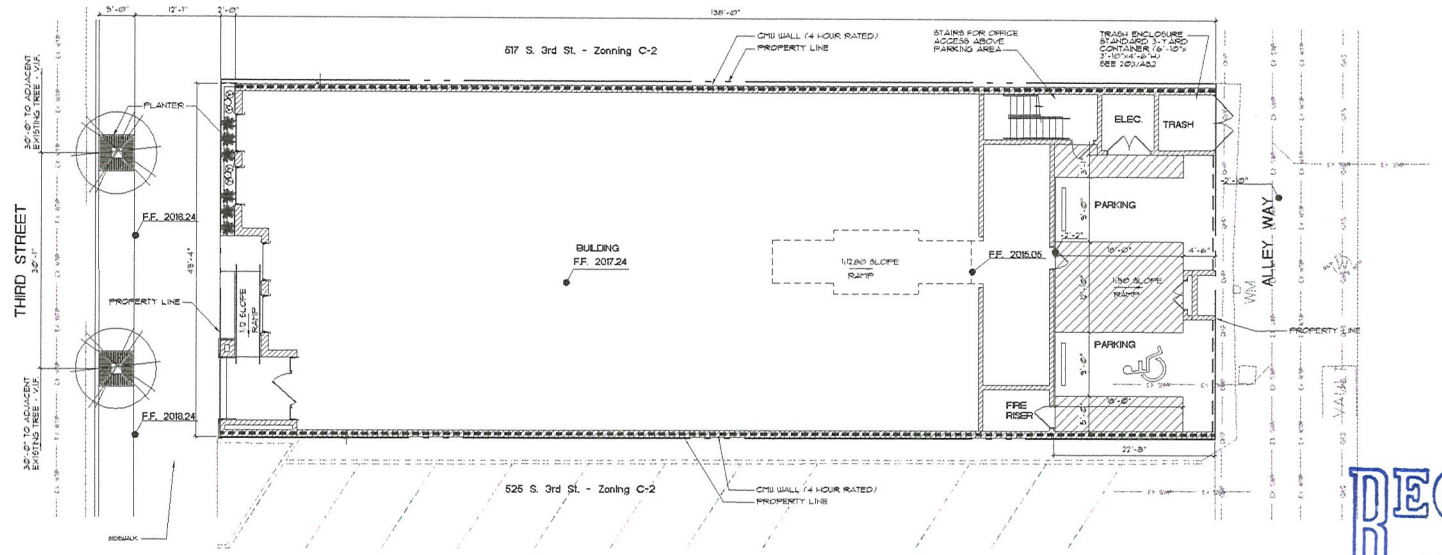

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SITE PLAN

1/8"=1'-0"

N

PROJECT INFO

ADDRESS	521 S. THIRD STREET, LAS VEGAS, NEVADA	
BUILDING S.F.	FIRST FLOOR NOT INCLUDING TRASH RM & GARAGE	5,709 S.F.
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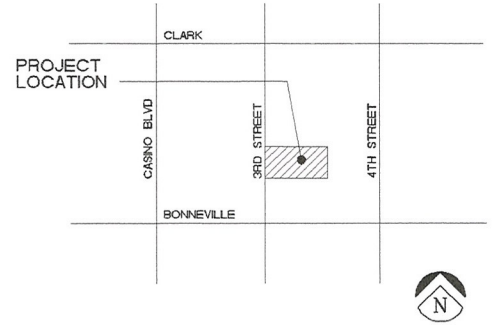
VICINITY MAP



TREES

SOUTHERN LIVE OAK 36" BOX

SHRUBS

CAESALPINIA GILLIESII DESERT BIRDS OF PARADISE 1 GAL.

SEDUM SPECTABILE AUTUMN JOY STONECROP 1 GAL.

LANTANA CAMARA 'LUCKY' YELLOW LANTANA 1 GAL.

SDR-40392

Consultants

sca design
507 S. Pecos Road, Ste. 4460
Henderson, Nevada 89074
T 702-789-2020 F 702-269-9673

Seal

Project 521 S. 3RD ST. OFFICE
Sheet Title SITE PLAN/ LANDSCAPE PLAN
No. Revision
Dwg. Scale 1/8"-0" Date 11.30
Drawn By Checked By

Sheet No. AS1

Project No. 08048

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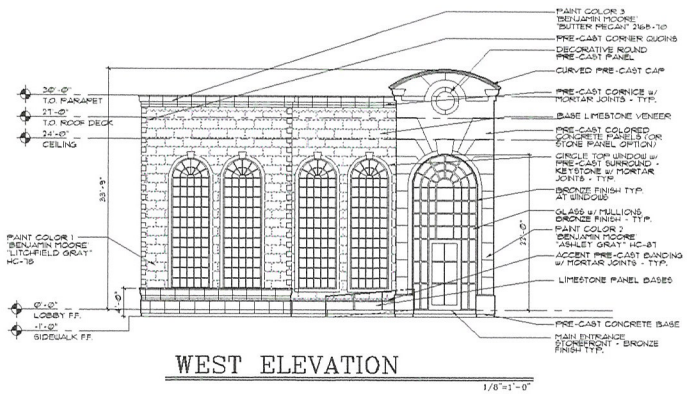
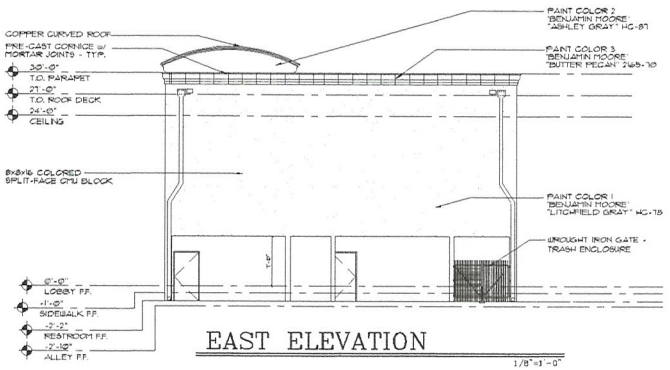


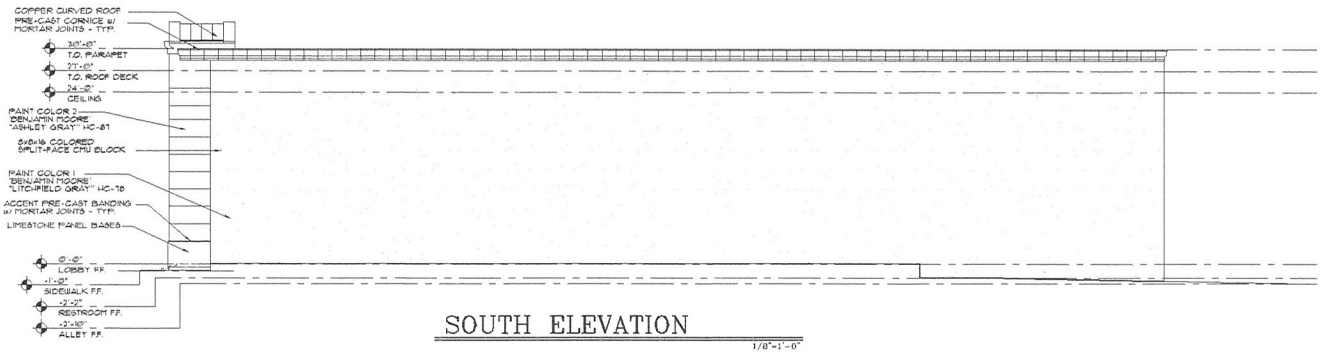
WEST ELEVATION

1/8"=1'-0"



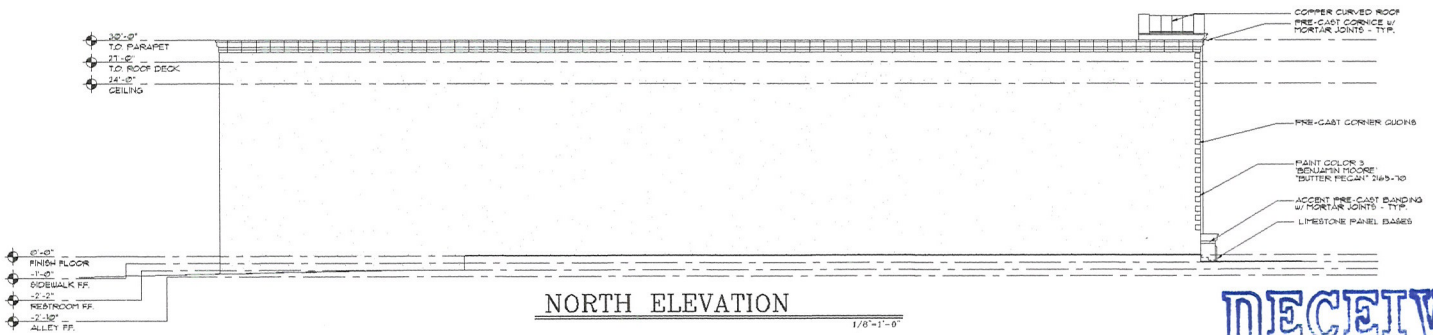
EAST ELEVATION

1/8"=1'-0"



SOUTH ELEVATION

1/8"=1'-0"



NORTH ELEVATION

1/8"=1'-0"

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sca design
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Project: 521 S. 3RD. ST. OFFICE

Sheet Title: EXTERIOR ELEVATIONS

No. | Revision

Dwg. Scale: 1/8"=1'-0" | Date: 11/5/10

Drawn By | Checked By

Sheet No.: A2

Project No. 05048

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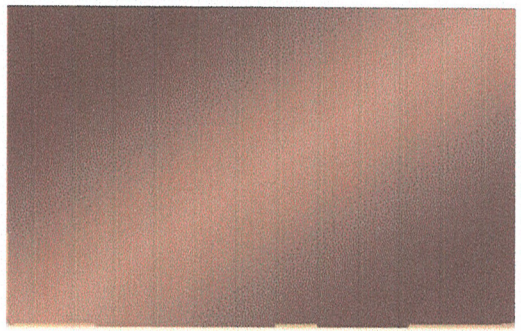
521 S. THIRD STREET OFFICE

COLOR BOARD



METAL ROOF
BERRIDGE ROOFING
'COPPER-COTE'

PT -3
BENJAMIN MOORE PAINTS
'BUTTER PECAN'
2165-70

PT - 2
BENJAMIN MOORE PAINTS
'ASHLEY GRAY'
HC-87

PAINT-1
BENJAMIN MOORE PAINTS
'LITCHFIELD GRAY'
HC-78

sca design
9017 S. PECOS RD. SUITE 4450
HENDERSON, NEVADA 89014
PH: 702-719-2020 FAX: 702-269-9673

SDR-40392

SDR 40392
SCA Design, Inc.

521 S. 3rd St.

Proposed amendment to a previously approved site plan, now for an 8.303 thousand square foot office building.

Traffic produced by proposed development:

Curent Proposal	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	8.303	11.01	92
AM Peak Hour			1.55	13
PM Peak Hour			1.49	12

(heaviest 60 minutes)

Previous Approval	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	5.7	11.01	63
AM Peak Hour			1.55	9
PM Peak Hour			1.49	8

(heaviest 60 minutes)

Net Change	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	2.603		29
AM Peak Hour				4
PM Peak Hour				4

(heaviest 60 minutes)

Existing traffic on all nearby streets:

3rd Street	
Average Daily Traffic (ADT)	5,125
PM Peak Hour	410

(heaviest 60 minutes)

Bonneville Ave.	
Average Daily Traffic (ADT)	8,088
PM Peak Hour	647

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Existing Street Capacity
3rd Street	16300
Bonneville Ave.	17115

This project will add approximately 92 trips per day on 3rd St. and Bonneville Ave. This will increase expected volumes by about 2 percent on 3rd Street and about 1 percent on Bonneville Ave. 3rd is at about 31 percent of capacity and Bonneville is at about 47 percent of capacity.

Based on Peak Hour use, this development will add roughly 13 additional cars into the area; which works out to about one every five minutes.

Note that this report assumes all traffic from this development uses all named streets.



SDR-40392 - APPLICANT/OWNER: 521 SOUTH THIRD, LLC
521 SOUTH THIRD STREET

12/14/10



SDR-40392 - APPLICANT/OWNER: 521 SOUTH THIRD, LLC
521 SOUTH THIRD STREET

12/14/10



SDR-40392 - APPLICANT/OWNER: 521 SOUTH THIRD, LLC
521 SOUTH THIRD STREET

12/14/10



SDR-40392 - APPLICANT/OWNER: 521 SOUTH THIRD, LLC
521 SOUTH THIRD STREET

12/14/10

LAW OFFICES
Eckley M. Keach, Chartered
A PROFESSIONAL CORPORATION
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6593

ECKLEY M. KEACH
ATTORNEY AT LAW

TELEPHONE
(702) 384-5563
FAX
(702) 383-5960

December 6, 2010

City of Las Vegas

Re: Justification Letter for Project Located at 521 South Third Street
(APN 139-34-311-092)

To Whom It May Concern:

This letter is to serve as a justification letter for the new building to be located at 521 S. Third Street in Las Vegas Nevada. A Pre-application conference was held on December 2, 2010. This proposed building (SDR-39394) was presented at the Planning Commission Meeting on October 21, 2010.

ISSUE: This request is for the approval to construct a new 8,303 sf., two story office building to be located on 0.16 acres.

The proposed use for the building will be a small law practice for two attorneys.

INFORMATION: The office building height will be approximately 30'-0" above finish floor and 33'-9" at the highest point. Exterior finish materials include split face CMU block along the sides of the building and GFRC/limestone veneer and colored concrete panels along the face of the building.

There will be no monument signage submitted for approval with this application.

The law practice to be located in this building will have two attorneys and an assistant for a total of three (3) employees.

The hours of operation will be Monday through Friday from 9:00AM to 5:00PM.

The law practice to be located in this building is currently located at 520 South Fourth Street and has been doing business from that location for over twenty (20) years.

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SDR-40392

LAW OFFICES
Eckley M. Keach, Chartered
A PROFESSIONAL CORPORATION

FINDINGS:

The property falls within the C-2 (General Commercial) zone. Landscape will meet conditions identified in Title 19. Lighting fixtures will accent the building and building-mounted lighting will illuminate the parking areas.

All ADA requirements will be met for this structure. There will not be an elevator as all business will be conducted on the first floor. Bathrooms, conference room, break room and primary offices are all located on the first floor.

The nature of this business is such that it has a small client base and very little need for customer parking. The Downtown Redevelopment District has no parking requirements for this building. However, the law firm currently has two spaces. In addition, it currently rents, and will continue to rent, in the lot adjoining the building an additional four spaces. The current building in which this law firm is doing business at 520 South Fourth Street has **zero** client parking spaces for approximately twenty five (25) attorneys. In the past thirty (30) years, parking has not been an issue for this building and we do not foresee a parking issue at the proposed facility. The reason being, there is plenty of public parking for clients available.

If there ever were an additional demand for parking, there are five (5) parking lots within two (2) blocks of the proposed building for the public to park in addition to street side parking.

One of the lots is located directly across the street from the entrance to the proposed building.

TOTAL ACREAGE: 0.16 acres

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SDR-40392

LAW OFFICES
Eckley M. Keach, Chartered
A PROFESSIONAL CORPORATION

TOTAL NUMBER OF LOTS: One (1) lot, one (1) building

Sincerely,

ECKLEY M. KEACH

EMK/kak

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DEC 07 2010

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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FEB 03 2011
MAILED FROM ZIP CODE 89101

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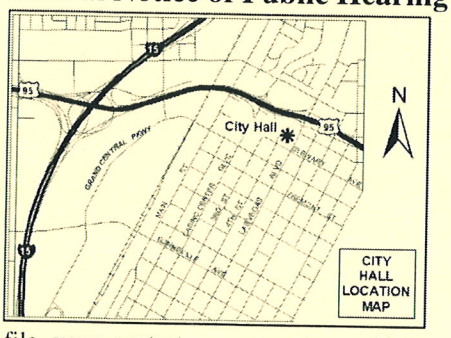

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40392

City Council Meeting of 1/25/2011

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2011 FEB -7 P 2:31
CITY CLERK

TRINAYSTICH JOHN A & THOMAS N
722 S 3RD ST
LAS VEGAS NV 89101-6703

APN#13934410070

30 KRDGN11 89101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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$ 00.41⁴
FEB 03 2011
MAILED FROM ZIP CODE 89101

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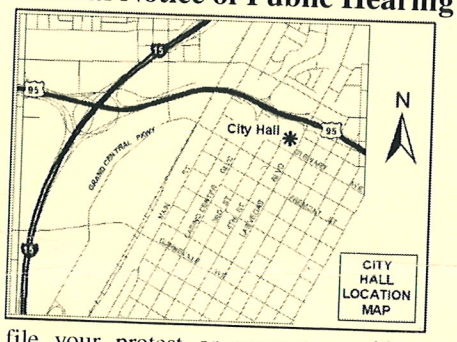

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☑ I SUPPORT this Request

☐ I OPPOSE this Request

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SDR-40392

City Council Meeting of 1/25/2011

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2011 FEB -1 P 12:22

RUDEL WESTON W LIVING TRUST
RUDEL WESTON W TRS
712 S 3RD ST
LAS VEGAS NV 89101-6703

APN#13934310045

30 KRDGN11 89101

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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Permit No. 1630

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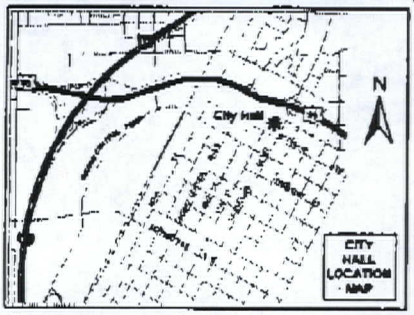

How can you allow this size of a building with only (2) two parking spaces.

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-40392
Planning Commission Meeting of 1/25/2011

Case: SDR-40392
13934410118
KINT L L C
8804 PALM GREENS CT
LAS VEGAS NV 89134-6359

8 KRDFNP1 89134

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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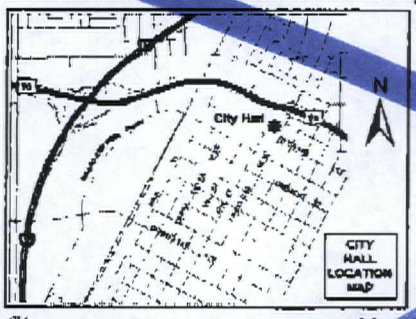

Las Vegas Blvd is ugly enough without allowing another ugly sign to go up. Less is always better.

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.

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RQR-40298
Planning Commission Meeting of 1/25/2011

Case: RQR-40298
13934410118
KINT L L C
8804 PALM GREENS CT
LAS VEGAS NV 89134-6359

8 KRDFNP1 89134

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City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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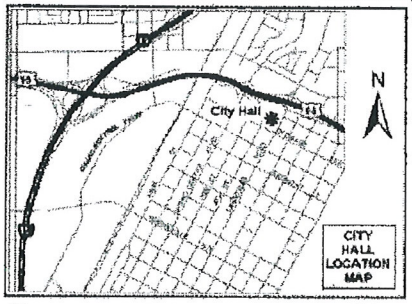

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JAN 18 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

Are you kidding 8300 ft w/ 2 parking spaces what a joke!

Case: SDR-40392

13934410151
KOPPE GREGORY A SEPARATE FAM TR
711 S 4TH ST #205
LAS VEGAS NV 89101-6763

SDR-40392
Planning Commission Meeting of 1/25/2011

30 KRDFNP1 89101

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P

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Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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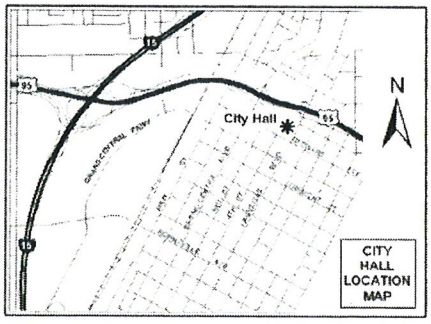

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40392
Planning Commission Meeting of 1/25/2011

Case: SDR-40392
13934410070
TRINAYSTICH JOHN A & THOMAS N
722 S 3RD ST
LAS VEGAS NV 89101-6703

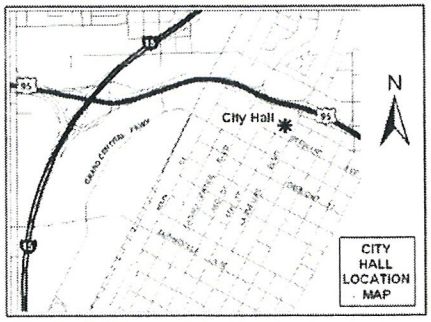
54
P

30 KRDFNP1 89101

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRSRT
FIRST CLASS
U.S. Posta
PAID
Las Vegas,
Permit No. 1

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-40392
Planning Commission Meeting of 1/25/2011

RECEIVED
JAN 19 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-40392
13934310045
RUDEL WESTON W LIVING TRUST
712 S 3RD ST
LAS VEGAS NV 89101-6703

30 KRDFNP1 89101

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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.: **91.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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