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.

April 6, 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 – PASTOR ANNE JONES, LIFE CHRISTIAN CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE CITIZENS PLANNING ACADEMY
7. RECOGNITION OF THE LAS VEGAS CHAMBER OF COMMERCE LEADERSHIP LAS VEGAS PROGRAM
8. RECOGNITION OF THE GRANT A GIFT AUTISM FOUNDATION
9. RECOGNITION OF NATIONAL DONATE A LIFE MONTH
10. RECOGNITION OF THE SOUTHERN NEVADA GRAFFITI COALITION'S ANTI-GRAFFITI YOUTH ART CONTEST WINNERS
11. RECOGNITION OF NATIONAL TARTAN DAY

DRAFT

BUSINESS ITEMS - MORNING

12. 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

13. Approval of the Final Minutes by reference of the regular City Council meeting of March 2, 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.

BUILDING AND SAFETY - CONSENT

14. Approval of an encroachment request from Wright Engineers on behalf of 521 South Third, LLC, owner (521 South Third Street between Clark Avenue and Bonneville Avenue) - Ward 3 (Reese)

15. Approval of an encroachment request from Hauntec Civil Engineering Services on behalf of Necal Associates, LLC, owner (1025 S 1st Street, 1st Street and Boulder Avenue) - Ward 3 (Reese)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

16. Approval to grant a request for a waiver of the $25,000 Performance Bond requirement to Las Vegas, Nevada, B.P.O. Elks Number 1468 regarding the Helldorado Days PRCA Rodeo on property owned by the City of Las Vegas, bound by Stewart Avenue on the south, the alley between 7th and 8th Streets on the east, Las Vegas Boulevard on the west, and US 95 on-ramp on the north - Ward 5 (Barlow)

17. Approval to receive an allocation of the FY 2011-2012 Low-Income Housing Trust Fund in the amount of $236,682 through an agreement with the State of Nevada Department of Business and Industry Housing Division for the future development of affordable housing – All Wards

FINANCE - CONSENT

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

19. Approval to allocate $450,000 of 1% Room Tax funding within the Public Works Capital Project Fund to fund the Downtown Core Signage Program Project - Ward 5 (Barlow)

FINANCE - PURCHASING & CONTRACTS CONSENT

20. Approval of award of Agreement No. 110163-LD, Blanket Services Agreement for Subsurface Utility Engineering Services - Department of Public Works - Award recommended to: AZTEC TECHNICAL SERVICES, LLC (Not-to-Exceed $100,000 - Various Funds)

21. Approval of award of Agreement No. 110161-TF, Prime Design Services Agreement for Downtown Pedestrian and Bicycle Improvements on First Street, Garces Avenue, Sixth Street, Third Street and Bridger Avenue - Department of Public Works - Award recommended to: VTN NEVADA ($1,250,000 - Traffic Improvements Capital Projects Fund) - Ward 3 (Reese)

22. Approval of award of Contract No. 110159-PH, Tax Credit Legal Consultant for Services for the Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Office of Economic and Urban Development - Award recommended to: HOLLAND & KNIGHT, LLP (Not-to-Exceed $130,000 - City Facilities Capital Projects Fund) - Ward 5 (Barlow)

DRAFT

23. Approval of award of Contract No. 110158-PH, Tax Credit Accounting Consultant for Services for the Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Office of Economic and Urban Development - Award recommended to: THE REZNICK GROUP (Not-to-Exceed $90,000 - City Facilities Capital Projects Fund) - Ward 5 (Barlow)

HUMAN RESOURCES - CONSENT

24. Approval to create one regular full-time Maintenance Worker II position to maintain the Neighborhood Stabilization Program City-owned properties ($58,120 Salary + Benefits – Neighborhood Stabilization Program Funds)

OPERATIONS AND MAINTENANCE - CONSENT

25. Approval of a Declaration of Intent to Retain Easement for Pedestrian Access along the south side of McWilliams Drive and the west side of Encanto Drive for a portion of the Southeast Quarter (SE1/4) of Section 27, Township 20 South, Range 61 East, Mount Diablo Meridian, APN's 139-27-812-045 and 139-27-805-004 - Ward 5 (Barlow)

PLANNING - BUSINESS SERVICES CONSENT

26. Approval of a Special Event Alcoholic Beverage License for Downtown Vintage Guitars, LLC subject to the provisions of the planning and fire codes, Location: 1106 South 3rd Street, Dates: April 8, 9, 15, 16, 22, 23, and 29, 2011, Type: Special Event General, Event: Singer Songwriter Competition, Responsible Person in Charge: Mark Castillo - Ward 3 (Reese)

27. Approval of a Special Event Alcoholic Beverage License for Las Vegas Celtic Society subject to the provisions of the fire code, Location: 9200 Tule Springs Road, Dates: April 16 and 17, 2011, Type: Special Event General, Event: Las Vegas Highland Games, Responsible Person in Charge: Vicki Priest - Ward 6 (Ross)

28. Approval of a Special Event Alcoholic Beverage License for NV Wolc Corporation, Location: Luca's Cafe & Deli, 231 South 3rd Street, Suite 110, Date: April 16, 2011, Type: Special Event General, Event: Huelga de Dolores, Responsible Person in Charge: Alberto Wolcoff - Ward 3 (Reese)

29. Approval of a new Beer/Wine/Cooler Off-sale License, Fresh & Easy Neighborhood Market Inc., dba Fresh & Easy Neighborhood Market (Non-operational), 3489 East Owens Avenue, Timothy Mason, Dir, Pres, Mary Kasper, Secy, and Remco Waller, Dir, Treas - Ward 3 (Reese)

30. Approval of a new Beer/Wine/Cooler Off-sale License, Fresh & Easy Neighborhood Market Inc., dba Fresh & Easy Neighborhood Market (Non-operational), 4580 West Sahara Avenue, Timothy Mason, Dir, Pres, Mary Kasper, Secy, and Remco Waller, Dir, Treas - Ward 1 (Tarkanian)

31. Approval of a Change of Corporate Name and Change of Business Name for a Package License, From: King Ranch Markets Inc., dba King Ranch Market, To: Marketon, Inc., dba Marketon, Store #2, 755 North Nellis Boulevard, Constantino Miguel, Pres, 75%; William Miguel, Secy, Treas, 25%; and Alice Miguel, Trustee - Ward 3 (Reese)

32. Approval of a Change of Corporate Name and Change of Business Name for a Package License, From: King Ranch Markets Inc., dba King Ranch Market, To: Marketon, Inc., dba Marketon, Store #1, 840 North Decatur Boulevard, Constantino Miguel, Pres, 75%; William Miguel, Secy, Treas, 25%; and Alice Miguel, Trustee - Ward 5 (Barlow)

33. Approval of a Change of Ownership and Change of Business Name for a Package License, From: American Drug Store Inc., dba Sav On Drugs 9089 (Non-operational), To: Nora's Wine Bar & Osteria, LLC, dba Nora's Wine Bar & Osteria Dining (Non-operational), Giuseppe Maura, Managing Mmbr, 50% and Salvatore Maura, Managing Mmbr, 50% - All Wards

34. Approval of an extension of a Temporary Tavern License for a Change of Ownership, Change of Business Name, and Change of Location, From: Fancy Nuts, LLC, dba Martinis (Non-operational), To: Mixed Nuts, LLC, dba Outside Inn, 9941 West Charleston Boulevard, William R. Phillips, Managing Mmbr, 100% - Ward 2 (Wolfson)

35. Approval of an extension of a Temporary Restricted Gaming License, Mixed Nuts, LLC, dba Outside Inn, 9941 West Charleston Boulevard, William R. Phillips, Managing Mmbr, 100% - Ward 2 (Wolfson)

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36. Approval of an extension of a Temporary Tavern License for a Change of Ownership and Change of Business Name, From: SPE MD Holdings, LLC, dba Silverstone Golf Club, To: Par 72, LLC, dba Par 4 at Silverstone, 8600 Cupp Drive, Paul Jaramillo Family Trust, Paul Jaramillo, Mgr, Trustee; Jaramillo Family Trust; Chrissann Flatt, Shareholder and James Flatt, Shareholder, Mgr; The S & B Buckley Family Trust; and Robert Tyndall and Sydney N. Tyndall Family Trust - Ward 6 (Ross)

37. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership and Change of Business Name, From: Jack Young, LLC, dba Royal Thai, To: Prachatouch, LLC, dba Weera Thai Restaurant, 3839 West Sahara Avenue, Suite 9, Prachatouch Thonguthaisiri, Mgr, 100% - Ward 1 (Tarkanian)

38. Approval of a Change of Ownership and Change of Location for a Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, From: Marc Laimon, 2104 Highland Drive, To: Neoronin, LLC, dba Cobra Kai Jiu Jitsu, 1525 West Oakey Boulevard, Marc Laimon, Mgr, 100% - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

39. Approval of Amendment No. 1 to Highway Agreement No. P-093-10-063 between the City of Las Vegas and the Nevada Department of Transportation to change the scope of work to allow funding for bollard lights and on-street bike lanes along suggested routes for Vegas Verdes Elementary School and Hyde Park Middle School - Ward 1 (Tarkanian)

40. Approval of a Facilities Relocation Agreement between the City of Las Vegas and Nevada Power Company, a Nevada corporation dba NV Energy, to cover the construction expenses associated with the NV Energy substation to allow construction of the Bonanza Trail and Valley View Boulevard projects ($746,310 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 1 (Tarkanian)

41. Approval of Rule 9 Line Extension Agreement No. 3061 between the City of Las Vegas and Nevada Power Company, a Nevada Corporation dba NV Energy, for electrical service at the Sandhill and Owens Park and Trailhead located at Sandhill Road and the Las Vegas Wash ($65,493 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)

DISCUSSION/ACTION ITEMS

FINANCE - DISCUSSION

42. Discussion and possible action regarding Fiscal Year 2012 City of Las Vegas operating budget - All Wards

PARKS, RECREATION AND NEIGHBORHOOD SERVICES - DISCUSSION

43. Discussion and possible action on an estimated allocation of $1,098,706 in FY 2011-2012 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

44. Discussion and possible action on an estimated allocation of $225,482 in FY 2010-2011 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

45. Discussion and possible action on an estimated allocation of $5,540,639 in FY 2011-2012 Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

RESOLUTIONS - DISCUSSION

46. R-13-2011 - Discussion and possible action regarding a Resolution to implement an Employment Plan Policy designed for City of Las Vegas Economic Development Projects - All Wards [NOTE: This item is related to RDA Item 3 (RA-4-2011)]

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RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

47. ABEYANCE ITEM - 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

48. Bill No. 2011-10 – Adopts the 2009 Edition of the International Building Code, together with amendments thereto. Sponsored by: Councilman Steven D. Ross

49. Bill No. 2011-11 – Updates the City's Administrative Code, relating to the administration of the various building and technical codes. Sponsored by: Councilman Steven D. Ross

50. Bill No. 2011-12 – Adopts the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. Sponsored by: Councilman Steven D. Ross

51. Bill No. 2011-13 – Adopts the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. Sponsored by: Councilman Steven D. Ross

52. Bill No. 2011-14 – Adopts the 2008 Edition of the National Electrical Code, together with local amendments thereto. Sponsored by: Councilman Steven D. Ross

53. Bill No. 2011-15 – Adopts an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code. Sponsored by: Councilman Steven D. Ross

54. Bill No. 2011-16 – Adopts the 2009 Edition of the Southern Nevada Pool Code. Sponsored by: Councilman Steven D. Ross

55. Bill No. 2011-17 – Adopts the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code. Sponsored by: Councilman Steven D. Ross

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

56. Bill No. 2011-18 – Makes minor adjustments to the licensing and zoning treatment of beer/wine/cooler cultural establishments. Proposed by: Candace Falder, Director of Finance, and Flinn Fagg, Acting Director of Planning

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.

57. Bill No. 2011-19 – Expands and clarifies the applicability of certain parking-related prohibitions relating to City-owned parking lots, City-owned parking garages, and public rights-of-way. Sponsored by: Councilman Gary Reese

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

58. 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

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HEARINGS - DISCUSSION

59. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3332 Mariner Bay Street in the amount of $5,278.75 (General Fund) and assess a maximum of $48,550 in daily civil penalties. PROPERTY OWNER: BANK HSBC USA NA TRS - Ward 2 (Wolfson)

60. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 3020 Brady Avenue in the amount of $5,597.25 (General Fund) and assess a maximum of $30,550 in daily civil penalties. PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSN - Ward 3 (Reese)

61. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1309 North 22nd Street in the amount of $5,474.25 (General Fund) and assess a maximum of $23,550 in daily civil penalties. PROPERTY OWNER: BANK CITIBANK NA TRS - Ward 3 (Reese)

62. Public Hearing on local improvement district for Special Improvement District No. 1485 – Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance - FY2012) - ($62,800 - Special Assessments Capital Projects Fund) - Ward 1 (Tarkanian)

63. Public Hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - ($252,402 - Special Assessments Capital Projects Fund) - Ward 5 (Barlow)

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 - CONSENT

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

64. EOT-40912 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-13852) FOR A 49-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 24.8 acres at the southwest corner of Horse Drive and Coke Street (APNs 125-09-704-001, 125-09-602-004, 125-09-702-001, 002, and 003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

65. EOT-40914 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC - Request for an Extension of Time of a previously approved Variance (VAR-13853) TO ALLOW ZERO SQUARE FEET OF OPEN SPACE WHERE 35,293 SQUARE FEET ARE REQUIRED FOR A 49-LOT RESIDENTIAL SUBDIVISION on 24.8 acres at the southwest corner of Horse Drive and Coke Street (APNs 125-09-704-001, 125-09-602-004, 125-09-702-001, 002, and 003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

66. EOT-40993 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: O&A PROPERTIES, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-32447) FOR A PROPOSED 2,672 SQUARE-FOOT, TWO-STORY OFFICE BUILDING WITH WAIVERS TO ALLOW LANDSCAPE BUFFERS OF FIVE FEET ALONG THE NORTH PERIMETER WHERE 15 FEET IS REQUIRED; SEVEN FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED; AND ZERO FEET ALONG THE SOUTH AND EAST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.16 acres at 1141 South Maryland Parkway (APN 162-02-115-134), C-D (Designed Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

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67. EOT-40994 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: O&A PROPERTIES, LLC - Request for an Extension of Time of a previously approved Variance (VAR-32448) TO ALLOW A BUILDING SETBACK OF 43 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 96 FEET; A FIVE-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED; AND A SEVEN-FOOT CORNER SIDE SETBACK WHERE 15 FEET IS REQUIRED on 0.16 acres at 1141 South Maryland Parkway (APN 162-02-115-134), C-D (Designed Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

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.

68. RQR-40724 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: WESTLAND ENTERPRISES - OWNER: FRED KAVLI - Required Review of a previously approved Special Use Permit (SUP-26774) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4510 North Tenaya Way (APN 138-03-601-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

69. RQR-40946 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CBS OUTDOOR - OWNER: 305 LAS VEGAS, LLC - Required Review of a previously approved Special Use Permit (U-0008-96) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 330 East Charleston Boulevard (APN 162-03-115-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

70. SDR-40766 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA HEALTH CENTERS - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 30,800 SQUARE-FOOT MEDICAL OFFICE on a 2.39 acre portion of a 6.07-acre lot at the southeast corner of Mount Mariah Drive and Stella Lake Street (APN 139-21-313-016), C-PB (Planned Business Park) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING - DISCUSSION

71. GPA-39489 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC - Request for a General Plan Amendment FROM: SC (SERVICE COMMERCIAL) TO: LI/R (LIGHT INDUSTRY/RESEARCH) on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

72. ZON-39490 - ABEYANCE ITEM - REZONING RELATED TO GPA-39489 - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

73. VAR-39492 - ABEYANCE ITEM - VARIANCE RELATED TO GPA-39489 AND ZON-39490 - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC - Request for a Variance TO ALLOW A ZERO-FOOT REAR YARD SETBACK WHERE 20 FEET IS REQUIRED AND A ZERO-FOOT SIDE YARD SETBACK WHERE TEN FEET IS REQUIRED on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

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74. SDR-39491 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-39489, ZON-39490 AND VAR-39492 - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC - Request for a Site Development Plan Review FOR THE ADDITION OF A PROPOSED 9,000 SQUARE-FOOT HEAVY MACHINERY AND EQUIPMENT (RENTAL, SALES AND SERVICE) BUILDING TO A SITE THAT CONTAINS AN EXISTING 4,011 SQUARE-FOOT OFFICE, WITH A WAIVER OF PERIMETER LANDSCAPE STANDARDS TO ALLOW A SEVEN-FOOT BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

75. SUP-40564 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES - Request for a Special Use Permit FOR A RENTAL STORE WITH OUTSIDE STORAGE at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

76. VAR-40579 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CONAN AND JESSICA TURNER - Request for a Variance TO ALLOW TWO PROPOSED ACCESSORY STRUCTURES (CLASS I AND CLASS II) WITH A COMBINED FLOOR AREA OF 3,467 SQUARE FEET WHERE 809 SQUARE FEET IS THE MAXIMUM ALLOWED, TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO NOT BE AESTHETICALLY COMPATIBLE (METAL) WITH THE PRINCIPAL DWELLING UNIT (STUCCO), AND TO ALLOW BOTH ACCESSORY STRUCTURES TO BE 13 FEET SIX INCHES WHERE 13 FEET IS THE MAXIMUM ALLOWED on 0.45 acres at 6308 Jennifer Court (APN 138-02-811-030), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

77. SUP-40577 - ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-40579 - PUBLIC HEARING - APPLICANT/OWNER: CONAN AND JESSICA TURNER - Request for a Special Use Permit FOR A PROPOSED 1,067 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) WITH KITCHEN at 6308 Jennifer Court (APN 138-02-811-030), R-E (Residence Estate) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

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

79. ZON-40756 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

80. VAR-40757 - VARIANCE RELATED TO ZON-40756 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW FOUR PARKING SPACES WHERE FIVE SPACES ARE REQUIRED on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Offices and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

81. VAR-40758 - VARIANCE RELATED TO ZON-40756 AND VAR-40757 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW NO PERIMETER SCREEN WALL WHERE A MINIMUM SIX-FOOT TALL WALL IS REQUIRED ADJACENT TO A RESIDENTIAL ZONING DISTRICT on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

DRAFT

82. VAR-40876 - VARIANCE RELATED TO ZON-40756, VAR-40757 AND VAR-40758 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW A LOT WIDTH OF 49 FEET WHERE 60 FEET IS THE MINIMUM REQUIRED on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

83. SDR-40759 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-40756, VAR-40757 AND VAR-40758 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF A 2,482 SQUARE-FOOT SINGLE FAMILY RESIDENCE TO AN OFFICE, OTHER THAN LISTED WITH A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFERS WHERE EIGHT-FOOT WIDE BUFFERS ARE REQUIRED ALONG THE NORTH, SOUTH AND EAST PERIMETERS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

84. SUP-39821 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MONEYTREE, INC. - OWNER: KATSAM, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN USE WITHIN AN EXISTING 3,093 SQUARE-FOOT NONCONFORMING FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 90-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED, A 990-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED AND HOURS OF OPERATION FROM 7:00 A.M. to 11:00 P.M. WHERE 8:00 A.M. to 11:00 P.M. IS ALLOWED at 2950 West Sahara Avenue (APN 162-05-816-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

85. SUP-40739 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ACE LOAN COMPANY - OWNER: B F TRUST – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PAWN SHOP WITHIN AN EXISTING 1,606 SQUARE-FOOT COMMERCIAL BUILDING WITH WAIVERS TO ALLOW A 50-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND A 20-FOOT DISTANCE SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION WHERE 1,000 FEET IS REQUIRED at 519 East St. Louis Avenue (APN 162-03-311-017), C-1 (Limited Commercial) Zone, Ward 3 (Reese). The Planning Commission (6 0-1 vote) and Staff recommend DENIAL.

86. SUP-40747 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GRACEFUL FACIALS AND BODYWORK, INC. - OWNER: 6600 W. CHARLESTON, LLC - Request for a Special Use Permit FOR A 1,730 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW DISTANCE SEPARATION OF 100 FEET FROM A RELIGIOUS FACILITY WHERE 400 FEET IS REQUIRED, ZERO FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED AND 730 FEET FROM ANOTHER MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED at 6600 West Charleston Boulevard, Suite #126 (APN 138-35-401-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

87. SUP-40771 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RODO, LLC - OWNER: J & L PROPERTY LEASING, LLC - Request for a Special Use Permit FOR AN 11,361 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 5600 West Sahara Avenue (APNs 163-01-404-014 and 021), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

88. ROC-41050 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: BROWNMAIL, INC. - OWNER: TOFFY ENTERPRISES - Request for a Review of Condition to delete Conditions 'A' and Number 2 of a previously approved Special Use Permit (SUP-13271) WHICH RESTRICTED "THE HOURS OF OPERATION FROM 6 A.M. TO MIDNIGHT, SEVEN DAYS A WEEK"; AND STATES "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL.

89. ROC-41174 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS - Request for a Review of Condition of a previously approved Site Development Plan Review (SDR-40146) TO REVISE THE PROMENADE PLACE AND CLARK AVENUE PARKING GARAGE ELEVATIONS TO ADD ADDITIONAL DECORATIVE ELEMENTS WHERE CONDITION "A" REQUIRED MESH SCREENING on a portion of 5.10 acres at the northeast corner of Clark Avenue and Promenade Place (APN 139-33-610-026), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

SET DATE

90. 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

91. 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

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

****

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

DRAFT

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2011

SUBJECT:
INVOCATION – PASTOR ANNE JONES, LIFE CHRISTIAN CENTER

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZENS PLANNING ACADEMY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE LAS VEGAS CHAMBER OF COMMERCE LEADERSHIP LAS VEGAS PROGRAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE GRANT A GIFT AUTISM FOUNDATION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL DONATE A LIFE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:

RECOGNITION OF THE SOUTHERN NEVADA GRAFFITI COALITION'S ANTI-GRAFFITI YOUTH ART CONTEST WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF NATIONAL TARTAN DAY

City of Las Vegas

Agenda Item No.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 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.: **13.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 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 March 2, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of an encroachment request from Wright Engineers on behalf of 521 South Third, LLC, owner (521 South Third Street between Clark Avenue and Bonneville Avenue) - Ward 3 (Reese)

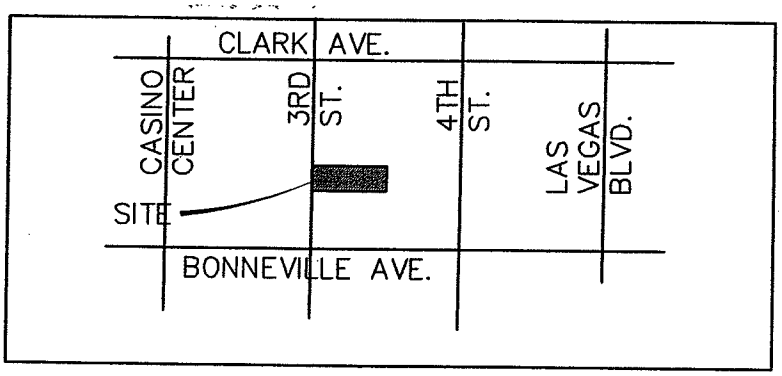
Fiscal Impact

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

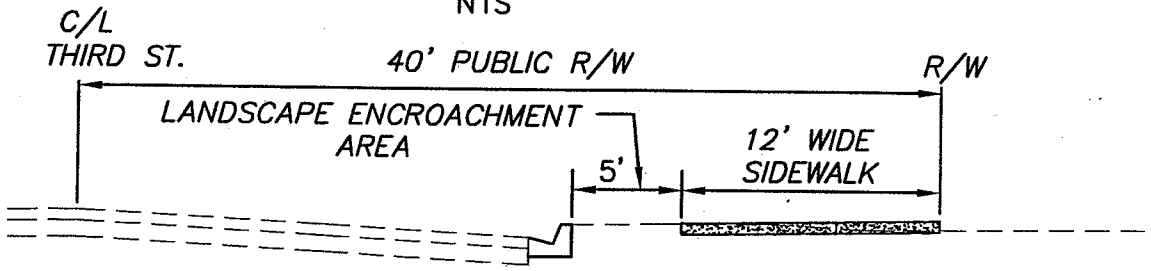
PURPOSE/BACKGROUND:
This request is for two 5 feet by 5 feet tree wells in the amenity zone between the sidewalk and curb. Each tree well will have one tree with a tree grate and irrigation to meet Downtown Centennial landscaping standards.

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

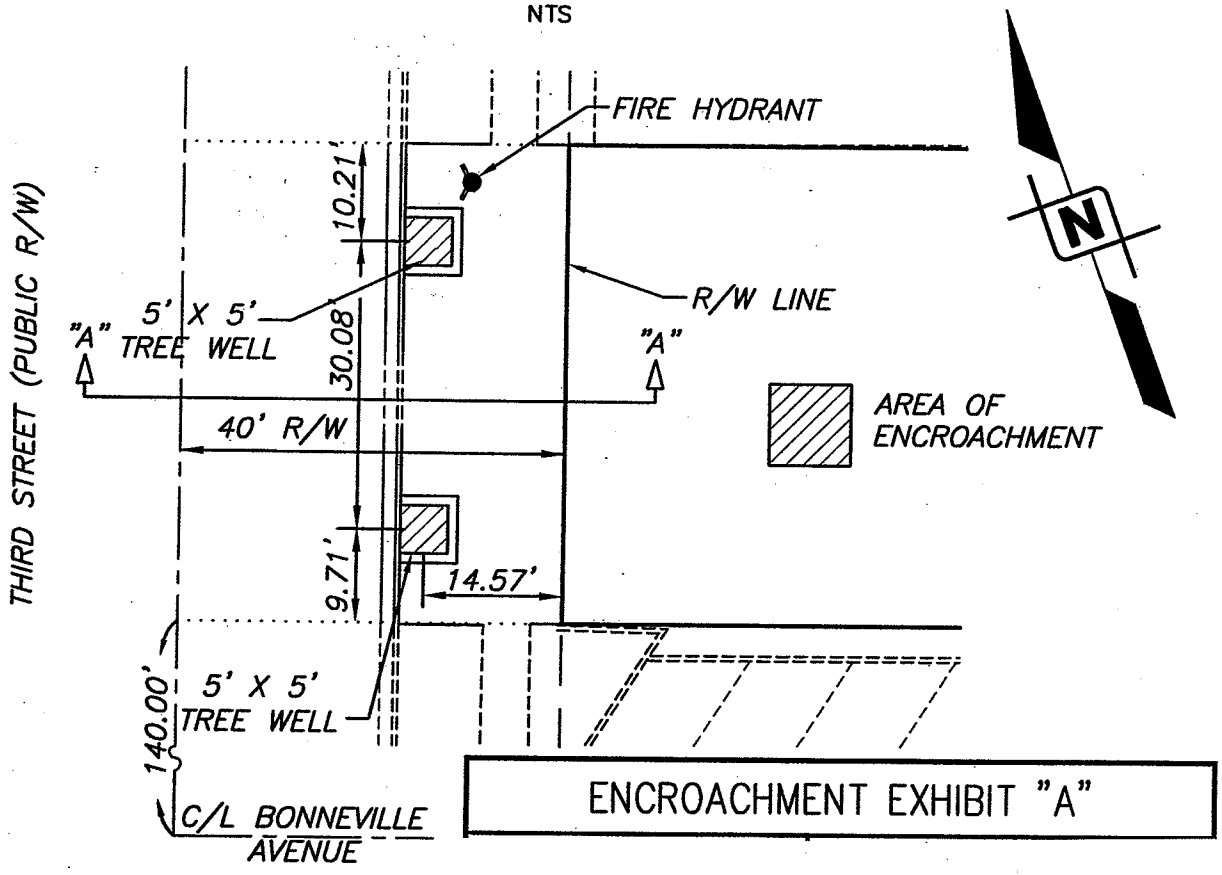
BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (521 South Third Street between Clark Avenue and Bonneville Avenue)



VICINITY MAP
NTS



SECTION "A"
NTS



ENCROACHMENT EXHIBIT "A"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of an encroachment request from Hauntec Civil Engineering Services on behalf of Necal Associates, LLC, owner (1025 S 1st Street, 1st Street and Boulder Avenue) - Ward 3 (Reese)

Fiscal Impact

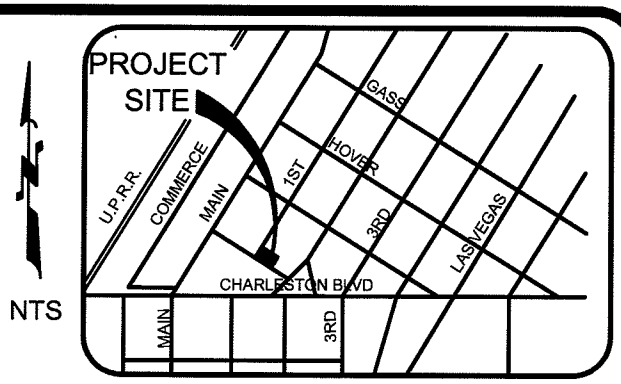
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for two metal handrails and a sidewalk ramp to be used for access to the adjacent property from public right of way . The first metal handrail is located along the back of the curb approximately 27 feet long. The second metal handrail is parallel to the other handrail approximately 8 and one-half feet north and 24 feet long. The ramp is a U-shaped ramp with one half between the two handrails and the other half being 5 feet wide is located between the northern handrail and the property.

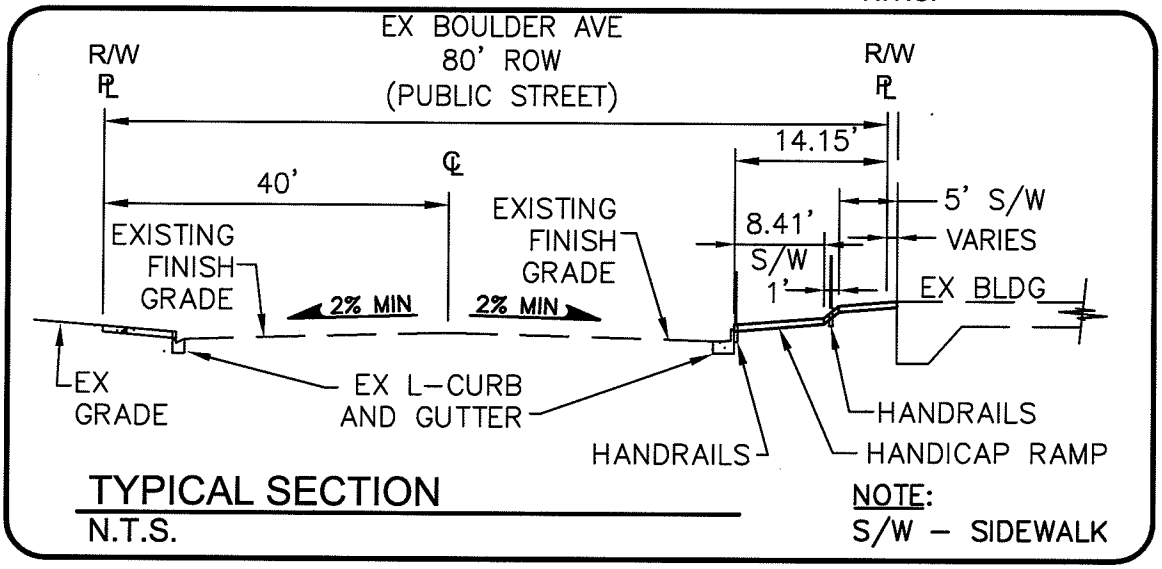
RECOMMENDATION:
Approval. If approved, the applicant will be required to sign an Encroachment Agreement that has conditions of maintenance, liability and removal.

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (1025 South 1st Street, 1st Street and Boulder Avenue)

EXHIBIT "A"

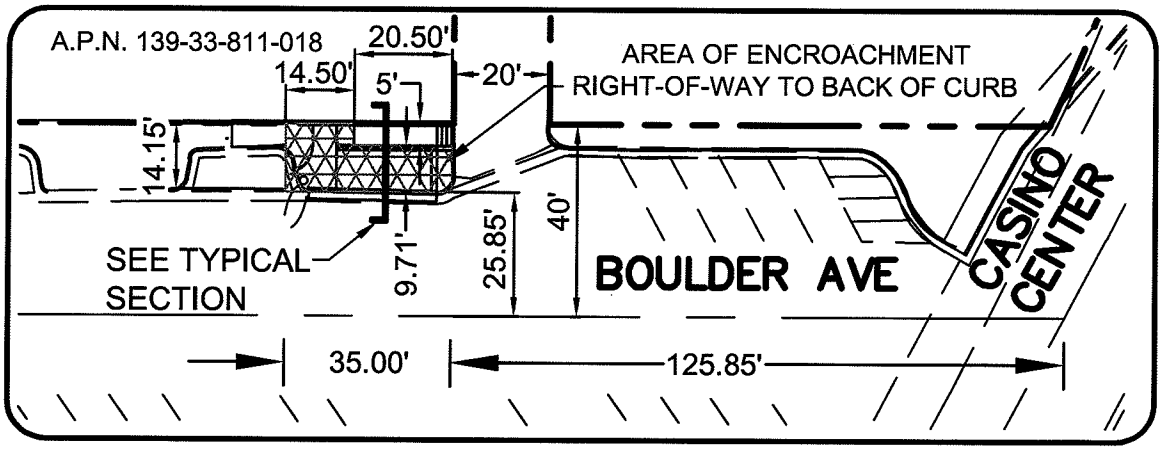


AREA MAP
N.T.S.



TYPICAL SECTION
N.T.S.

NOTE:
S/W – SIDEWALK



DATE: 3/14/2011

HAUNTEC CIVIL ENGINEERING SERVICES 2721 IRONSIDE DRIVE LAS VEGAS, NEVADA 89108	ENCROACHMENT EXHIBIT 1ST & BOULDER LOUNGE	SHEET 1 of 1

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval to grant a request for a waiver of the $25,000 Performance Bond requirement to Las Vegas, Nevada, B.P.O. Elks Number 1468 regarding the Helldorado Days PRCA Rodeo on property owned by the City of Las Vegas, bound by Stewart Avenue on the south, the alley between 7th and 8th 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:
A Special Event Licensing Agreement was approved at the February 16, 2011 City Council meeting allowing the use of city owned property by the Las Vegas, Nevada, B.P.O. Elks Number 1468 for the Helldorado Days PRCA Rodeo. In 2009 and 2010, the Elks entered into similar Special Event Licensing Agreements with the City and have complied with all of their obligations, duties and covenants under those Agreements. Because of their timely performance under those Agreements, the Elks have submitted a request that the City waive submission of the Performance Bond required under Section 3 of the Agreement.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Performance Bond Waiver Request Letter
2. Performance Bond Waiver Response Letter

LAS VEGAS HELLDORADO DAYS

FAX TRANSMITTAL FORM

TO: Esther

FROM:

Name:

Duane

Organizational Name/Dept:

702-870-1221 Office

CC:

702-258-8042 Fax

Phone Number:

Date Sent:

Fax Number: 464-5754

Time Sent:

*Urgent

Number of Pages Including Cover Page: 2

*For Review

*Please Comment

MESSAGE:

Las Vegas Elks Lodge #1468

LAS VEGAS HELLDORADO DAYS 2011

March 9, 2011

City of Las Vegas
Betsy Fretwell
City Manager
400 Stewart Avenue
Las Vegas, NV 89101

Dear Ms. Fretwell;

As you are aware, the Elk's Lodge #1468, in conjunction with the city of Las Vegas, produces the annual Helldorado Days Rodeo and Parade. The events this year are scheduled for May 12 through May 15, 2011.

In 2009 the Elk's entered into the Special Event Licensing Agreement with the city. A Performance Bond was required at that time which we provided. In 2010; due to our performance from the first year, the bond was waived.

In section 3 of the Agreement, it requires that we provide a Performance Bond in the amount of $25,000.00. On February 16, 2011, the Agreement was approved at the city council meeting under consent agenda items. We are requesting the Performance Bond be waived for the 2011 Helldorado Rodeo. We have met performance standards for the past two years and will do so again this year. We have acquired the funds to produce another successful Helldorado Rodeo.

We appreciate the assistance and the partnership we have with the city of Las Vegas.

We hope you will consider our request favorably.

Duane La Duke

Duane La Duke

Executive Director
Helldorado Days 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

April 6, 2011

Mr. David Blankenburg
Mr. Lee Butts
Mr. Edward F. Lanigar
4100 West Charleston Boulevard
Las Vegas, NV 89102

RE: Special Event Licensing Agreement – Helldorado Days PRCA Rodeo
Performance Bond Waiver

Dear Sirs:

The City of Las Vegas ("City") has entered into that certain Special Event Licensing Agreement – Helldorado Days PRCA Rodeo dated February 16, 2011 ("Agreement"), with the Las Vegas, Nevada, B.P.O. Elks Number 1468, a Nevada nonprofit corporation ("Elks").

Section 3 of the Agreement requires that the Licensee provide a Performance Bond from a surety acceptable to the City in the penal amount of $25,000 to guarantee performance of all of Licensee's obligations, duties and covenants under the Agreement.

In 2009 and 2010, the Elks entered into similar Special Event Licensing Agreements with the City and have complied with all of their obligations, duties and covenants under those Agreements. Because of their timely performance under those Agreements, the Elks have submitted a request that the City waive submission of the Performance Bond required under Section 3 of the Agreement. At its meeting on April 6, 2011, the City Council approved this requested waiver. Consequently; the Elks are no longer obligated to comply with this requirement of the Agreement.

Sincerely,

Elizabeth N. Fretwell
City Manager

cc: Scott D. Adams, Chief Urban Redevelopment Officer
Bill Arent, Director, Economic and Urban Development
Teresita Ponticello, Deputy City Attorney

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval to receive an allocation of the FY 2011-2012 Low-Income Housing Trust Fund in the amount of $236,682 through an agreement with the State of Nevada Department of Business and Industry Housing Division for the future development of affordable housing – All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount: $236,682 (Revenue)
Funding Source: State LIHTF
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
The City of Las Vegas share of Nevada Housing Division (NHD) Low-Income Housing Trust Fund (LIHTF) funding is $236,682. This funding will be used for qualified LIHTF projects or activities. No project may commit and/or expend any funds prior to entering into a written agreement and compliance with NRS 319 and NAC 319.

RECOMMENDATION:
Staff recommends that the City Council approve entering into the State Agreement for LIHTF funding from NHD and authorize the Mayor to execute any and all related Agreements and documents required, following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
2012 Agreement To Use The Account For Low-Income Housing (Trust Fund) Funds By Las Vegas

2012 AGREEMENT TO USE THE ACCOUNT FOR LOW-INCOME HOUSING (TRUST FUND) FUNDS BY LAS VEGAS

WHEREAS, the Housing Division, Department of Business and Industry, State of Nevada, hereinafter called "NHD", is the administering agency for the Account for Low-Income Housing hereinafter called "Trust Fund"; and

WHEREAS, NHD, is responsible for the planning, administration, implementation, and evaluation of the program; and

WHEREAS, City of Las Vegas, hereinafter called "Las Vegas", is a political subdivision of the State of Nevada; and

WHEREAS, NHD desires to assist Las Vegas by providing Trust Funds to assist with qualified projects under NRS Chapter 319, and NAC 319; and

NOW, THEREFORE, in consideration of the foregoing premises, that the use of Trust Funds be conveyed to Las Vegas by NHD, subject to the following conditions and limitations:

I. Scope of Services

A. NHD will provide funds not to exceed the total of $236,682.00 in Trust Funds to Las Vegas to assist with qualified Trust Fund projects or activities hereinafter referred to as "Projects."

B. Las Vegas agrees that any program costs, unless otherwise specified, exceeding the $236,682.00 in Trust Funds provided by NHD pursuant to this Agreement, will be the responsibility of Las Vegas. Any ongoing project costs, such as maintenance and operations, shall be the sole responsibility of Las Vegas.

C. Before disbursing Trust Funds to any recipient, Las Vegas agrees to enter into a written agreement with the recipient requiring compliance with the regulations set forth in NRS Chapter 319, and NAC 319. Fifteen percent of all program units must serve families at poverty level.

D. Changes in the Scope of Services as outlined herein must be in accordance with and approved by both parties. Any such changes must not jeopardize the Trust Fund program.

II. NHD General Conditions

A. Las Vegas has requested the financial support of NHD that is provided for in this Agreement in order to enable Las Vegas to provide affordable housing assistance. NHD shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of NHD may be claimed or found to exist, Las Vegas shall be an independent contractor only.

B. Las Vegas shall obtain, or require any subgrantee to obtain, any and all federal, state, and local permits and licenses required to execute any individual project as described in this Agreement's Scope of Services. Las Vegas further agrees to abide by, and shall require all subgrantees to abide by, all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

C. Las Vegas will provide NHD with client usage records per project on an annual basis during the period of this Agreement. These records will contain, but are not limited to, the following data:

1. Total clients served;
2. Racial breakdown of clients served including Black, White, Hispanic, American Indian/Alaskan and Asian/Pacific Islander;
3. Number and percentage of low- and very low-income clients.
4. Number of handicapped clients served;
5. Number of senior citizens served;
6. Number of female head-of-households served;
7. Name of each head of household served;
8. Number of persons in each household served; and
9. Rent charged each household served.

D. Las Vegas will not use any portion of the allocated Trust Funds for other than Trust Fund qualified projects, as defined in NRS 319, and NAC 319. Any recipient or subgrantee must meet program requirements and serve eligible low-income residents.

E. For each qualified project receiving funds pursuant to this agreement, Las Vegas shall establish the term of affordability as either the minimum established by the Nevada Administrative Code or the term of the loan, whichever is longer.

F. If the qualified projects or activities, or any portion thereof, are converted to non-qualified Trust Fund projects or activities without the prior written approval of NHD, Las Vegas shall, upon the request of NHD, repay to NHD, without interest, the amount of Trust Funds expended on the non-qualified project. Las Vegas shall require reasonable assurances of security for such repayments in the form of a recorded deed of trust for such property and Las Vegas shall require execution as part of providing applicable assistance. A sale, transfer, or other conveyance of the assisted property is subject to the requirement that the amount of Trust Funds previously invested in the property be returned to Las Vegas to be reinvested in other affordable housing units.

G. Las Vegas, or any subgrantee, shall not allow assisted properties to be attached in any manner, including any liens or other encumbrances or any mortgages or other security interest during the Period of Affordability without the prior written consent of NHD.

H. Las Vegas may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of NHD. Any such assignment or delegation made without the required consent shall be voidable by NHD, and may, at the option of NHD, result in the forfeiture of all financial support provided herein.

I. Las Vegas shall carry, or require any subgrantee to carry, Comprehensive Fire and Hazard insurance covering the full replacement costs of an assisted project.

J. Las Vegas shall allow duly authorized representatives of NHD to conduct such occasional reviews, audits and on-site monitoring of projects as NHD deems to be appropriate in order to determine:

1. Whether the objectives of the program are being achieved;
2. Whether the program is being conducted in an efficient and effective manner;
3. Whether management control systems and internal procedures have been established to meet the objectives of the program;
4. Whether the financial operations of the program are being conducted properly;
5. Whether the periodic reports to NHD contain accurate and reliable information; and
6. Whether all of the activities of the program are conducted in compliance with the provisions of Federal and State laws and regulations and this Agreement.

K. Visits by NHD to Projects shall be announced to Las Vegas in advance of those visits and shall occur during normal operating hours. The representatives of NHD may request, and, if such a request is made, shall be granted, access to all of the records of Las Vegas which relate to the program. The representatives of NHD may, from time to time, interview recipients of the housing services of the program who volunteer to be interviewed.

L. At any time during normal business hours, Las Vegas records with respect to the program shall be made available for audit, examination and review by NHD, the Attorney General's Office, contracted independent auditors, HUD, the Comptroller General of the United States, or any combination thereof.

M. Subject to the statutory limits of NRS Chapter 41, Las Vegas will protect, defend, indemnify, and save and hold harmless NHD from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of Las Vegas or its agents pursuant to this Agreement.

N. Las Vegas will not use any funds or resources which are supplied by NHD in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also agrees to notify NHD of any legal action which is filed by or against it.

O. This Agreement will commence upon its approval and signature by all parties. Funds allocated by NHD to Las Vegas under this Agreement must be committed by Las Vegas to specific projects prior to May 31, 2013 and used prior to June 30, 2015.

P. In the event that Las Vegas and/or NHD anticipate the total amount of funds allocated for this Agreement will not be expended in the time and manner prescribed in this Agreement, NHD reserves the right to extract that portion for other projects/programs operated under NHD's Trust Fund program.

Q. Las Vegas agrees that no officer or employee of Las Vegas may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.

R. Las Vegas agrees that no officer or employee of Las Vegas may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person.

S. Las Vegas agrees that no officer or employee of Las Vegas may participate as an agent of Las Vegas in the negotiation or execution of any contract between Las Vegas and any private business in which he or she has a financial interest.

T. Las Vegas agrees that no officer or employee of Las Vegas may suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

U. Las Vegas, and any subgrantee, shall keep and maintain in effect at all times any and all licenses, permits, notices and certifications which may be required by any City ordinance or state or federal statute.

V. Las Vegas, and any subgrantee, shall be bound by all City ordinances and state and federal statutes, conditions, regulations and assurances which are applicable to the entire Trust Fund Program or are required by HUD, NHD, or any combination thereof.

W. Any material breach of this section may in the discretion of NHD, result in forfeiture of all unexpended Trust Funds received by Las Vegas pursuant to this Agreement, or any part thereof.

X. No officer, employee or agent of NHD shall have any interest, direct or indirect, financial or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the project during the period of service of such officer, employee or agent, for one year thereafter.

Y. Upon the expiration or revocation of this Agreement, Las Vegas shall transfer to NHD any Trust Funds on hand at the time of expiration or revocation and any accounts receivable attributable to the use of Trust Funds, unless waived in writing by NHD.

III. Financial Management

A. Las Vegas agrees, and shall require any subgrantee to agree, that all costs of any project receiving funds pursuant to this agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the project shall be thoroughly identified and readily accessible to NHD.

B. Las Vegas agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents related to or arguably related to the project will be provided upon request to NHD.

C. Las Vegas agrees that it may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.

D. Las Vegas shall comply with the Single Audit Act and Circular A-133 and shall provide NHD with a copy of the complete audit report. When complying with the Single audit Act and Circular A-133, the audit must include funds that were disbursed from the Account For Low-Income Housing (Trust Fund) and require all recipients who must comply with the Single Audit Act to include Trust Funds.

IV. Modification or Revocation of Agreement

A. NHD and Las Vegas will amend or otherwise revise this Agreement should such modification be required by NRS Chapter 319 or NAC 319.

B In the event that any of the Trust Fund Program funds for any reason are terminated or withheld from NHD or otherwise not forthcoming, NHD may revoke this Agreement.

C. NHD may suspend or terminate this Agreement if Las Vegas fails to comply with any of its terms.

D. This Agreement may be terminated at the convenience of NHD.

E. This Agreement constitutes the entire Agreement between the parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby, this _____ day of _____, 2011.

CITY OF LAS VEGAS

_____
Oscar B. Goodman
Mayor

Attest:

_____
Beverly K. Bridges, MMC, City Clerk

State of Nevada)
County of Clark)

On this _____ day of _____, 2011, before me, a Notary Public, personally appeared Oscar B. Goodman, who did say that he is the Mayor of the City of Las Vegas, named in the foregoing instrument, and acknowledged that he executed the same.

_____
Notary Public

NEVADA HOUSING DIVISION

_____
Charles L. Horsey, III
Administrator

State of Nevada)
Carson City)

On this _____ day of _____, 2011, before me, a Notary Public, personally appeared Charles L. Horsey, III, who did say that he is the Administrator of the Nevada Housing Division, named in the foregoing instrument, and acknowledged that he executed the same.

_____
Notary Public

APPROVED AS TO FORM ONLY

By: Robert J. Sylvain 3-3-11
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 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: $59,234,385.82
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 03/01/11 to - 03/15/11

City of Las Vegas

Summary of Cash Expenditures

For period of 03/01/11 to 03/15/11

Total Services & Materials Checks :	**$13,053,131.37**
Total Services & Materials EFT Payments :	**$5,779,133.85**
Total Wire Transfers:	**$34,261,609.59**
Total Payroll Checks:	**$6,140,511.01**
Grand Total:	**$59,234,385.82**

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.

Candace Falder
Director of Finance

Beverly K. Bridges, MMC
City Clerk

On April 6, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval to allocate $450,000 of 1% Room Tax funding within the Public Works Capital Project Fund to fund the Downtown Core Signage Program Project - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $450,000
Funding Source: Public Works CPF
Dept./Division: Department of Finance

PURPOSE/BACKGROUND:
Public Works has determined that the Downtown Core Signage Program Project is estimated to cost $450,000. Total costs include design and installation consistent with NDOT controls for the location and structural supports required for each sign. The sign program would be used to direct people from the freeways into the downtown core for areas such as Symphony Park, the Mob Museum, Fremont East District, and other attractions. Funding to be provided by 1% Room Tax previously unallocated to a project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Public Works Capital Project Fund

CITY OF LAS VEGAS
PUBLIC WORKS CAPITAL PROJECT FUND
Fiscal Year Ending June 30, 2011

Project	Project to Date Funding	City Council Agenda 4/6/2011	Project to Date Funding
Charleston Blvd. Median Improvements	1,000,000		1,000,000
D Street Median Islands	702,676		702,676
Harris/Manning Parking Lot	125,000		125,000
Huntridge Phase 6	3,528,000		3,528,000
Jackson Ave. Median & Streetlights	1,100,000		1,100,000
RTC Pavement Overlay Projects	5,200,000		5,200,000
Sidewalk & Streetlight Improvements	600,000		600,000
Stewart Ave-Main Street_Maryland	9,007,692		9,007,692
Drainage Contribution Projects	539,000		539,000
Rampart Median Project	100,000		100,000
Downtown Core Signage Program Project		450,000	450,000
Total	21,902,368	450,000	22,352,368

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of award of Agreement No. 110163-LD, Blanket Services Agreement for Subsurface Utility Engineering Services - Department of Public Works - Award recommended to: AZTEC TECHNICAL SERVICES, LLC (Not-to-Exceed $100,000 - Various Funds)

Fiscal Impact

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

Amount: $100,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for subsurface utility engineering support during design of various public works projects. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: L.E. Davis
POC: Steve Jubie - (702) 396-3426

RECOMMENDATION:
That City Council approve Agreement No. 110163-LD, Blanket Services Agreement for Subsurface Utility Engineering Services to Aztec Technical Services, LLC in the not-to-exceed amount of $100,000 annually. The term of the agreement is one year from date of award. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110163-LD
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT
FOR
SUBSURFACE UTILITY ENGINEERING 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) 464-2518**, and **AZTEC TECHNICAL SERVICES, LLC**, (the "Consultant"), a **Limited Liability Company,** whose address is **720 W Cheyenne Avenue, Suite 110, North Las Vegas, NV 89030**, and phone and fax numbers are **(702) 396-3426 and (702) 396-3758**.

W I T N E S S E T H:

WHEREAS, the City intends to construct **VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM** (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

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

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

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.01 ***Description of Consultant's Services.***

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

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, **Exhibit "A"** attached thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

1.02 ***Performance Standards.*** In performing the services set forth in this Agreement, the Consultant shall follow the practices

consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

5.01 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.07, the Consultant enters

into an agreement with a subconsultant for the performance of any of its obligations under this Agreement, the Consultant agrees to include in each subconsultant agreement a provision that:

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City

Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Agreement.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

A. ***Architectural Works.*** To the extent that the Consultant's services involves the design of an architectural work as defined herein, the Consultant shall retain all common law and statutory rights of ownership, including copyrights, to the drawings and specifications prepared by the Consultant for this Project. The Consultant is deemed to be the author of the drawings and specifications as instruments of

service to the City. Notwithstanding the foregoing, the Consultant hereby grants to the City the right to use (including the right of reproduction and use in the creation of new documents) the drawings and specifications for the purpose of completing the Project or for any subsequent maintenance, repair, renovation, remodeling or addition thereto. The rights granted herein to the City shall extend and include any new consultant which the City may retain for the aforementioned purposes. The Consultant hereby releases the City, and any new consultant retained by the City for the aforementioned purposes, from any and all claims in connection with the use or reproduction of the drawings and specifications. The Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

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

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

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

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

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

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

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

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

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

D. ***Professional Liability Insurance (Errors and Omissions Coverage).*** This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable.

Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Agreement.

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

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

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

10.06 ***Indemnity.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify and hold the City, its 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 3/9/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Steve Jubie, Vice President, Aztec Technical Services, LLC

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 assistance with subsurface utility engineering (SUE) for utility designation and utility location services on various projects related to the City's Capital Improvement Program.

100.2 The Consultant shall meet with the City, when requested, to discuss each Task Order and/or visit each site. The Consultant shall obtain and review plans provided by the City and obtain utility owner's records as available and supplied by the utility owners. The Consultant shall obtain all necessary permits from City, County, State and other municipal jurisdictions to allow work in existing streets, roads, and right of way for the purpose of marking, measuring and recording the location of existing utilities. The Consultant shall provide all traffic control in accordance with an approved traffic control plan for utility potholing within public right's of way. The Consultant shall coordinate with "Call Before You Dig" and "Underground Service Alert". Following completion of the testhole, the Consultant shall install a hub marker on the surface and verify vertical elevation measurements and provide roadway restoration per the permit.

100.3 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.

100.4 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". The Consultant shall prepare an man-hour estimate and schedule for each Task Order.

200.2 The Consultant shall provide a Testhole Data Summary Report and Testhole Data Reports which include the following pothole information:
Elevation of top and bottom of the utility tied to datum of the City.
Elevation of existing grade over the utility at the pothole.
Horizontal location using centerline station and offset as well as a minimum of three swing ties to physical structures existing in the field.
Outside diameter of pipe and width of duct banks and configuration of non-encased, multi-conduit systems.
Utility structure material composition, when possible.
Identification of benchmarks used to determine elevations.
Elevation within an accuracy of +/-0.1 feet based on the benchmarks provided by the City.
Paving thickness, where applicable, and the general soil type and site conditions.

200.3 If survey is requested, the Consultant shall provide the utility designations in AutoCAD 2007 format or later. Such presentation shall be accompanied by signature and dated by the individual who recorded such utility designation and the Professional Land Surveyor registered in the State of Nevada responsible for the survey and presentation. If requested, the Consultant shall prepare on complete set of plans with each participating utility owners facilities color-coded and labeled as to the type and size.

200.4 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.5 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

200.6 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.

200.7 **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 $100,000.00. Increases to total compensation may only be authorized by written amendment to this Agreement.

400.2 The Fee Breakdown for each task order 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
Unpaved surface (depth 7 feet and under)	$525	Per Hole
Paved surface (depth 7 feet and under)	$550	Per Hole
Concrete surface (depth 7 feet and under)	$575	Per Hole
Night-time/Holiday Work (additional)	$75	Per Hole
Pothole truck and crew (specialty / exploratory work)	$250	Per Hour
Additional Survey – two man crew	$145.00	Per Hour
Additional Survey – three man crew	$190.00	Per Hour
Reimbursables identified in Exhibit "E" – NOT TO EXCEED ALLOWANCE	$20,000.00	Total

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: REIMBURSABLE EXPENSES

500.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Permit fees (as applicable per the jurisdiction including any special backfill and/or inspection requirements)
Traffic control and maintenance (dependent upon the location and traffic barricade plan requirements of the jurisdiction)

500.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant for actual direct costs incurred by the Consultant.

500.3 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. Permit fees will include the cost of the permit, inspection fees by the jurisdiction, and any special backfill requirements. Traffic Control and Maintenance will include the cost of the barricade plan, delivery, set-up, retrieval, and rental of the barricade equipment.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Agreement: **Lorraine Linnert Dunford, P.E.**

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: **Steve Jubie**

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval.

None

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

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	Aztec Technical Services LLC
Address	720 West Cheyenne Avenue, Suite 110
Telephone	North Las Vegas, NV 89030
EIN or DUNS	(702) 396-3426
	86-1001208

Block 2	**Description**
Subject Matter of Contract/Agreement:	Subsurface Utility Engineering Services for Various projects related to the City' Capital Improvement Program
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.			
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.

_____
Name

_____
Date

Subscribed and sworn to before me this _____ day of

_____, 20_____.

_____
Notary Public

EXHIBIT "H"

PROJECT TASK ORDER

Number H- ___

Blanket Agreement Project Name:	Subsurface Utility Engineering Services
Blanket Agreement Date:	
Blanket Agreement Maximum Not-to-Exceed Fee:	$100,000.00
Total Aggregate Fee Commitments prior to this Task Order:	
Consultant's Business Name:	Aztec Technical Services LLC

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: _____ By: _____

Consultant City

EXHIBIT "G"

CERTIFICATE

Error! Reference source not found.

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.

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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

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Address	720 West Cheyenne Avenue, Suite 110
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EIN or DUNS	(702) 396-3426
	86-1001208

Block 2	**Description**
Subject Matter of Contract/Agreement:	Subsurface Utility Engineering Services for Various projects related to the City' Capital Improvement Program
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.	Miguel Bardalet Vinals (President)	4561 East McDowell Road, Phoenix, AZ 85008	602-454-0402
2.	AZTEC Engineering Group, Inc. (Member)	4561 East McDowell Road, Phoenix, AZ 85008	602-454-0402
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.

_____
Name

3-9-11
Date

Subscribed and sworn to before me this 9th day of March, 2011.

_____
Notary Public

KARA STRONG
Notary Public, State of Arizona
Maricopa County
My Commission Expires
May 14, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of award of Agreement No. 110161-TF, Prime Design Services Agreement for Downtown Pedestrian and Bicycle Improvements on First Street, Garces Avenue, Sixth Street, Third Street and Bridger Avenue - Department of Public Works - Award recommended to: VTN NEVADA ($1,250,000 - Traffic Improvements Capital Projects Fund) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,250,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Services to be provided include the design and preparation of drawings and specifications to include streetscape improvements such as design of non-standard sidewalks, visually enhanced driveways, streetlights, asphalt paving, landscaping, signage and striping. Funding for this project is being provided by the Regional Transportation Commission.

PCC: T. Fernandez
POC: Jeff Griest - (702) 247-4262

RECOMMENDATION:
That City Council approve award of Agreement No. 110161-TF, Prime Design Services Agreement for Downtown Pedestrian and Bicycle Improvements to VTN Nevada in the amount of $1,250,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110161-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
DOWNTOWN PEDESTRIAN AND BICYCLE IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **400 Stewart Avenue, Las Vegas, Nevada 89101**, and fax number is **(702) 382-3232**, and **VTN NEVADA**, (the "Consultant"), a **Corporation**, whose address is **2727 South Rainbow Boulevard, Las Vegas, Nevada 89146**, and fax number is **(702) 247-4262**.

WITNESSETH:

WHEREAS, the City intends to construct the **Downtown Pedestrian** and Bicycle Improvements (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

CITY OF LAS VEGAS

_____

Beverly K. Bridges, MMC, City Clerk Date

By_____

Kathleen C. Rainey, Manager, Purchasing & Contracts

APPROVED AS TO FORM

CONSULTANT

John S. Ridilla 3/17/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

By_____

James Thomas, P.E., VTN Nevada

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of this Agreement between the City of Las Vegas and VTN Nevada is for the design and preparation of Contract Drawings and Special Provisions for the Downtown Pedestrian and Bicycle Improvements Project. The Project will include improvements along First Street, Garces Avenue, 6th Street, 3rd Street, and Bridger Avenue. Each of the five roadway segments will be submitted to the City as separate contract document packages. Project improvements range from slurry seal and restripe to a fully improved pedestrian corridor and streetscape. The streetscape improvements may include design of non-standard sidewalks, curb and gutter, visually enhanced driveways and alley entrances, street lighting, asphalt paving, hardscapes, landscaping, irrigation and electrical, signage, and striping.

FULL DESIGN ROADWAY SEGMENTS:

First Street: Hoover Avenue to Garces Avenue and Bonneville Avenue to Bridger Avenue
- Improved Pedestrian Corridor and Streetscape (no bike lanes) to match the First Street Beautification improvements south of Hoover Avenue
- Include full street reconstruction
- Submittals include: 30%, 90%, and Final

6th Street: Charleston Boulevard to Stewart Avenue
- Design signing and striping plan to add a centerline and bike lanes to the corridor
- Include entire roadway along the corridor to be slurry sealed prior to improvements to remove existing striping
- Replace angle parking striping with parallel parking striping if necessary to incorporate bike lane
- Locate bike racks and bike lockers
- Provide traffic signal conduit and pull boxes at Carson Avenue and Bridger Avenue for a future signal
- Submittals include: 90% and Final

ROADWAY DESIGN SEGMENTS WITH 15% ALTERNATIVES SUBMITTAL:

Garces Avenue: Main Street to 6th Street
- Improved Streetscape and bike lanes per Downtown Centennial Standard (as much as feasible)
- Provide connection to the 6th Street bike corridor
- Preserve privately maintained landscaping along the corridor as much as possible
- Provide bulb-outs to shadow parking lanes if possible
- Provide new traffic signal at Las Vegas Boulevard
- Submittals for the approved alternative include: 70%, 90%, and Final

3rd Street: Hoover Avenue to Fremont Street
- Improved Streetscape and bike lanes per Downtown Centennial Standard (as much as feasible)
- Provide bulb-outs to shadow parking lanes if possible
- Submittals for the approved alternative include: 70%, 90%, and Final

Bridger Avenue: Main Street to 6th Street
- Widen sidewalks if possible
- Improved Streetscape per Downtown Centennial Standard (as much as feasible)
- Preserve parking on the north side of Bridger Avenue (as much as feasible)
- Provide bulb-outs to shadow parking lanes if possible
- Submittals for the approved alternative include: 70%, 90%, and Final

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **0**

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

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

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

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

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

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

100.6.9 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the Contract Documents prepared for bidding for the Project covered by this Agreement. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Agreement.

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

Agreement and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Agreement.

100.6.11 Plan and Special Provision Production and Submission

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

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

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

100.6.11.4 Within five business days of the hard copy design submittal, for each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM or a DVD disk that can be read by any industry standard hardware. **If electronic files are not submitted within five business days of the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

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

100.6.12 Cost Estimates

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

100.6.13 Construction Change Orders

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

The City will make reasonable efforts to copy all approved change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects,

to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

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

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

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

100.6.14.1 Article 101 – Preliminary and General Items

100.6.14.2 Article 102 – 30% Design Phase

100.6.14.3 Article 103 – 70% Design Phase

100.6.14.4 Article 104 – 90% Design Phase

100.6.14.5 Article 105 – 100% Design Phase

100.6.14.6 Article 106 – Bid Phase – First Street and 6th Street

100.6.14.7 Article 107 – Construction Phase – First Street and 6th Street

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

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

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

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

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

100.7.2 The City's Review Process

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

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

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

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

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

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

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately 14 progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the

progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Project Manager (an email to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes to all attendees after the draft meeting minutes are approved by the City's Representative.

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

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall perform utility potholes, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 Clark County Department of Public Works

101.3.1.3 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

101.3.1.5 Freeway and Arterial System of Transportation ("FAST")

101.3.1.6 Utility providers, including but not limited to, NV Energy, CenturyLink, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this agreement shall be considered incidental to this task and no other applicable design tasks.

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

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and 100% Pre-Final submittals.

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

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

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

101.3.8 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. The Consultant agrees that its relationship with the regulatory authorities having jurisdiction over the Project is separate from its relationship with the City, and that the Consultant's interaction with each regulatory authority is to be conducted without assistance from the City..

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (15%, 30%, 70%, 90% and 100% Pre-Final); and final Mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project.

101.4.2 Any required permits will be paid for separately under Additional Services upon separate authorization by the City.

101.4.3 Deliverables: Matrix of required permits.

ARTICLE 102: 30% DESIGN PHASE

102.1 Survey

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

102.1.2 Design Survey. Field design survey only will be used to develop the engineering base sheets for the 6th Street segment. Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM) for the First Street, Garces Avenue, 3rd Street, and Bridger Avenue segments. In addition, the aerial mapping and field design surveys on 3rd Street should extend south to Charleston Boulevard. All aerial mapping and DTM will be produced from aerials flown at an altitude to produce 1 inch to 40 feet horizontal scale with one-foot contour intervals per National Mapping Accuracy Standards. One-foot interval contours will be developed utilizing a digital terrain program and the aerial mapping. Topographic surveys of existing features will be completed in the field to supplement aerial mapping. Specifically these tasks shall include, but are not limited to, the following:

102.1.2.1 Research existing surveys, parcel maps, ownership records, and other records as necessary to obtain needed data in preparation of all existing rights-of-way and easements and control drawings

102.1.2.2 Set panel locations for control in obtaining aerial topography. Topographic mapping to be at 1" = 40' horizontal with a contour interval of 1-foot, based upon a published City benchmark

102.1.2.3 Establish both horizontal and vertical control for the Project including preparation of a horizontal control drawing sealed by a Nevada Professional Land Surveyor to identify, as a minimum, horizontal and vertical control points, Project alignment centerline indicating bearings, distances and control point coordinates

102.1.2.4 Establish Project coordinate system

102.1.2.5 All survey shall be in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical)

102.1.2.6 Conduct field survey to identify and locate existing improvements as necessary to supplement aerial topography. Collect field survey data within the construction limits of the project, including but not limited to existing edge of pavement, storm drain sizes and invert elevations,

drop inlet locations and invert elevations, manhole lids and invert elevations, and gutter flow line, top of curb, back of sidewalk elevations, water valves, visible surface utilities and pothole hubs. In areas where it is anticipated that storm drain construction will require full street reconstruction, obtain field survey shots at 50-foot intervals along the top of curbs and street centerline, plus shots at edges of driveways, transitions, and curb returns. Field survey shall extend a minimum of 100 feet for minor street intersections and 150 feet for major street intersections beyond curb returns of adjacent street

102.1.2.7 The Consultant will coordinate any required private property access with the City's Representative.

102.1.3 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by City of Las Vegas' City Surveyor. City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. Research available record information, parcel maps, subdivision maps and records of survey to establish a record alignment of the Project. Use this record alignment as a basis to assist in locating existing monuments, during the field survey phase of this Project. **The City will not accept the 30% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

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

102.2 Right-of-Way

102.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits for the First Street, Garces Avenue, 3rd Street, and Bridger Avenue segments. Right-of-way will not be established for the 6th Street segment. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired.

102.2.2 Consultant will identify the existing private improvements that encroach into the public right-of-way. Based on the 90% design, the Consultant will prepare up to fifteen (15) Right-of-Way Encroachment Exhibits to be provided to the City that consist of an 8 ½" X 11" exhibit showing the location of the encroachment.

102.2.3 Based on the 70% design, the Consultant will identify any authorizations to enter property ("AEP") to be acquired. A summary of proposed AEPs will be provided by the Consultant in the format provided by the City Representative. During the 70% design review, the City will work with the Consultant to finalize project AEP requirements. Once AEP requirements have been finalized, Consultant shall prepare 8 ½" X 11" exhibits for the City to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction. AEPs shall be shown on the Horizontal Control sheets or, if necessary for clarity, included with the plan set on separate Right-of-Way sheets.

102.3 Records Review, Information Research and Analysis of Data

102.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

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

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

102.4 Utility Potholing

102.4.1 Utility Potholing work for the Project shall include gathering horizontal and vertical location information (potholing) on subsurface utilities that may be in conflict with the Project improvements. A total of twelve (12) potholes are anticipated to be performed for this Project. This task shall include the refinement of the utility conflict information, identification of utility relocation by others and incorporate subsurface utility engineering into the Contract Drawings. Potholes will be surveyed for horizontal location and shown on the plans. Patching of potholes will meet City of Las Vegas and NDOT (if applicable) requirements, including hot patches, polymer bag mix or concrete plug. No cold patches will be utilized.

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

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

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Investigation Report for the design of the First Street, Garces Avenue, 3rd Street, and Bridger Avenue segments of the Project. This report shall include research, field investigation, boring logs, material testing, interpretations and recommendations for the design of the project.

102.5.1 It is anticipated that the Geotechnical Investigation Report may include, but is not limited to the following:

102.5.1.1 Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.

102.5.1.2 Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented. For the First Street segment, borings will be taken at 300 to 500 foot centers (4 borings) to substantiate the pavement replacement and determine the new pavement section design recommendation. For the Garces Avenue, 3rd Street, and Bridger Avenue segments, pavement cores will be taken at 300 to 500 foot centers (21 cores) to determine the actual existing pavement section(s) and, if necessary, substantiate the pavement rehabilitation or replacement recommendations. If it is determined that the condition of the existing pavement requires replacement, additional geotechnical analysis will be performed to design a new pavement section under Section 402.

102.5.1.3 Perform laboratory testing on samples.

102.5.1.4 Identify the corrosive characteristics of the soil.

102.5.1.5 Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;

102.5.1.6 Identify Caliche and cemented soil deposits depth and make recommendations for excavation methods.

102.5.1.7 Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.

102.5.1.8 Provide recommendation and definition for suitable and unsuitable materials.

102.5.1.9 Make recommendations for the treatment and/or removal of unsuitable bearing soils.

102.5.1.10 Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.

102.5.1.11 Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the report.

102.5.1.12 Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.

102.5.1.13 Preparation of a hydro-geological report in areas where shallow groundwater is discovered will be paid for separately under Additional Services upon separate authorization by the City.

102.5.1.14 Make recommendation for trench patching.

102.5.2 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

102.5.4 Deliverables: The Consultant shall provide three (3) bound copies and an electronic copy (pdf format) of the Draft Geotechnical Investigation Report to the City's Representative with the 30% Design Submittal. Three (3) bound copies of the Final Geotechnical Investigation Report will be submitted to the City's Representative six (6) weeks after comments have been provided on the Draft report.

102.6 15% Design Phase Alternatives Submittal

102.6.1 15% Design Phase Documents

102.6.1.1 The Garces Avenue, 3rd Street, and Bridger Avenue corridors feature varying roadway configurations and streetscape improvements. Consultant shall prepare preliminary alternative configuration street layouts for the 1) Garces Avenue: Main Street to 6th Street, 2) 3rd

Street: Hoover Avenue to Fremont Street, and 3) Bridger Avenue: Main Street to 6th Street roadway segments. Configuration alternatives for the three roadway segments will be provided to the City Representative as a roll plot plan view of the roadway segment and cross section exhibits showing the configuration of the right-of-way, traffic lanes, bike lanes (if possible), sidewalk, landscaping, etc. for each alternative configuration. Submittal shall include a preliminary cost estimate for each alternative. Consultant shall proceed to the 70% Design Phase with the Preferred Alternative Configuration Street Layout for each of the roadway segments.

102.6.1.2 Deliverables: Submit two (2) sets of the roll plot plan view exhibits; two (2) copies of the alternative cross section exhibits; two (2) copies of the cost estimates for the alternatives.

102.7 30% Design Phase Submittal

102.7.1 30% Design Phase Plans

102.7.1.1 The 30% plans are to be prepared for the First Street segment as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

The 30% Submittal shall include, but not limited to, the following:

- Permit Matrix
- Record of Survey and Approval from City Surveyor
- Horizontal Control Sheets
- Utility Conflicts Matrix
- Draft Geotechnical Investigation Report
- 30% Design Phase Plans for the First Street improvements
- 30% Construction Cost Estimate for the First Street improvements

102.7.1.2 Deliverables: Submit ten (10) bound copies and one (1) unbound copy of the half scale plans (11" x 17") and three (3) copies of full size plans (24" x 36") to the City: Submit two (2) copies of the half scale plans to RTC; Submit copies of 30% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. Submit one (1) copy of the 30% cost estimate to the City as well as an electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 30% cost estimate to the RTC.

102.8 Walk Through. After submittal of the 30% Design for the First Street segment, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

102.8.1 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

ARTICLE 103: 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 70% Design Phase Plans

103.1.1.1 The 70% plan packages are to be prepared for the Garces Avenue: Main Street to 6th Street, 3rd Street: Hoover Avenue to Fremont Street, and Bridger Avenue: Main Street to 6th Street segments. This submittal will be based on the Preferred Alternative Configuration Street Layout for each of the roadway segments from the 15% Design Phase Alternatives Submittal. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

103.1.1.2 City Standard Cover Sheet identifying Project Participants

103.1.1.3 Note sheet with plan index, vicinity map, benchmark, and basis of bearings

103.1.1.4 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes

103.1.1.5 Abbreviations and Symbols

103.1.1.6 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index

103.1.1.7 Horizontal control for centerline and rights-of-way monumentation plan

103.1.1.8 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
103.1.1.9 Sheet Index with key map
103.1.1.10 Typical Cross Section Sheets
103.1.1.11 Removal Plans
103.1.1.12 Roadway Plan and Profiles
103.1.1.13 Construction Details
103.1.1.14 Storm Drain Plan and Profiles (including lateral plan and profiles)
103.1.1.15 Storm Drain Details
103.1.1.16 Utility Plans
103.1.1.17 Traffic Striping and Signing Plans
103.1.1.18 Street Lighting Plans
103.1.1.19 Traffic Signal Underground Plans
103.1.1.20 Landscape Plans
103.1.1.21 Irrigation Plans
103.1.1.22 Electrical Plans
103.1.1.23 Special Details as required for the Project

103.1.1.24 Deliverables: Submit ten (10) bound copies and one (1) unbound copy of the half scale plans (11" x 17") and three (3) copies of full size plans (24" x 36") to the City: Submit, two (2) copies of the half scale plans to RTC; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.2 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. The cost estimate breakdown by funding source may include, but is not limited to, the following:
103.1.2.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
103.1.2.2 SNPLMA
103.1.2.3 CLV Sanitation
103.1.2.4 LVVWD (and/or other utilities as applicable)
103.1.2.5 CLV General Fund
103.1.2.6 NDOT (Stewardship, STP, Safety-LU, etc.)
103.1.2.7 CMAC

103.1.2.8 Deliverables: Submit one (1) copy of the 70% cost estimate by funding source to the City as well as an electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 70% cost estimate to the RTC.

103.1.3 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Garces Avenue: Main Street to 6th Street, 3rd Street: Hoover Avenue to Fremont Street, and Bridger Avenue: Main Street to 6th Street segments of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

103.1.3.1 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

ARTICLE 104: 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 90% Design Phase Plans

104.1.1.1 This submittal will include further refinement of the previous submittal plan packages, if applicable, (including any necessary structural details) to reflect 90% completion. The first submittal for the 6th Street segment will be 90% submittal. The First Street segment will include response to the 30% comments. The Garces Avenue, 3rd Street, and Bridger Avenue segment 90% design phase plans will include responses to the 70% comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

104.1.1.2 Deliverables: For the 6th Street submittal: Submit five (5) bound copies and one (1) unbound copy of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") to the City. For the First Street, Garces Avenue, 3rd Street, and Bridger segments: Submit ten (10) bound copies and one (1) unbound copy of the half scale plans (11" x 17") and three (3) copies of full size plans (24" x 36") to the

City. Submit two (2) copies of the half scale plans, to the RTC for all roadway segments; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.2 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

104.1.2.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)

104.1.2.2 SNPLMA

104.1.2.3 CLV Sanitation

104.1.2.4 LVVWD (and/or other utilities as applicable)

104.1.2.5 CLV General Fund

104.1.2.6 NDOT (Stewardship, STP, Safety-LU, etc.)

104.1.2.7 CMAC

104.1.2.8 Deliverables: Submit one (1) copy of the 90% cost estimate by funding source to the City as well as an electronic format (excel spreadsheet, pdf format will not be accepted); Submit two (2) copies of the 90% cost estimate to the RTC.

104.1.3 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted for each roadway segment utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

104.1.3.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City as well as an electronic format (word document, pdf format will not be accepted); Submit two (2) copies of the bound Special Provisions to the RTC.

104.1.4 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period for the First Street and/or 6th Street project segments. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

104.1.4.1 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

104.1.5 Bidability and Constructability (B&C) - Consultant shall coordinate with a City in-house B&C review team. The Consultant will provide the in-house B&C review team with the 90% submittal (and any other documents necessary to complete the B&C review). The City may also chose to provide the in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

ARTICLE 105: 100% DESIGN PHASE

105.1 100% Design Phase Submittal

105.1.1 The 100% submittal for all roadway segments shall include all the elements of Article 104, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City; and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (Mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

105.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: For 6th Street submittal: Submit Response to Comments, five (5) bound copies half scale plans, two (2) copies of full size plans, five (5) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. For the First Street, Garces Avenue, 3rd Street, and Bridger segments: Submit Response to Comments, ten (10) copies of the half scale plans, two (3) full size plans, five (5) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

105.1.1.2 Deliverables for the 100% Final (Mylar) Submittal for each of the roadway segment packages: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Electronic copies of both the plans (AutoCAD 2002 format) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 106: BID PHASE – FIRST STREET AND 6TH STREET

106.1 Pre-Bid Conference

106.1.1 The Consultant shall attend the pre-bid conference

106.2 Bid Requests and Responses

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

106.3 Bid Opening

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

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

ARTICLE 107: CONSTRUCTION PHASE – FIRST STREET AND 6TH STREET

107.1 Pre-Construction Meeting

107.1.1 The Consultant shall attend the pre-construction meeting.

107.2 Submittal Review

107.2.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; Attend construction progress meetings, as necessary; respond to Contractor's Request for Information (RFI); assist with the processing of change orders; review Contractor's submittals (such as shop drawings, value engineering items, sample products, etc.); visit construction site to examine construction work; review claims and resolution of claims; attend final walk through; and assist with the punch list preparation.

107.3 Construction Support Services

107.3.1 The Consultant shall provide the following support services during the construction phase of the project:
107.3.1.1 Project Site Visits
107.3.1.2 Review of Submittals/Shop Drawings
107.3.1.3 Response to RFIs
107.3.1.4 Additional Design as needed
107.3.1.5 Additional Surveying as needed
107.3.1.6 Completion of Record Drawings

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

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

200.3 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 301: NOTICE TO PROCEED

301.1 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.

301.2 *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").

301.3 *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 302: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
15% DESIGN ALTERNATIVES PHASE	70	Garces Avenue, 3rd Street, Bridger Avenue
30% DESIGN PHASE	95	First Street
70% DESIGN PHASE	90	Garces Avenue, 3rd Street, Bridger Avenue
90% DESIGN PHASE	65 / 50 / 75	First Street / 6th Street / Garces Avenue, 3rd Street, Bridger Avenue
100% DESIGN PHASE	59 / 28 / 59	First Street / 6th Street / Garces Avenue, 3rd Street, Bridger Avenue
BID PHASE	60	First Street, 6th Street
CONSTRUCTION PHASE	270 / 150	First Street / 6th Street
TOTAL CALENDAR DAYS TO COMPLETE:	**605**	**First Street**

ARTICLE 303: DESIGN AND PERMITTING SCHEDULE DELAYS

303.1 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.

303.2 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 304: CONSTRUCTION SCHEDULE CHANGES

304.1 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.

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

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 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 **$1,250,000.00**. 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 UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks 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).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$1,140,540.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Agreement and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services without processing this Agreement for an amendment to be approved and signed by City Council or their designee, if (1) the revisions are documented in writing signed by the Consultant and City prior to performance, (2) the Total Not to Exceed Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$170	$150	$120	$115	$150	$210	$70			
101	PRELIMINARY AND GENERAL ITEMS										
101.1	Project Management	65	120	0	0	0	0	80	265	$0.00	$34,650.00
101.2	Kick-Off Meeting and Progress Meetings	30	30	0	0	0	0	10	70	$0.00	$10,300.00
101.3	Utility and Agency Coordination	0	0	40	20	0	0	100	160	$0.00	$14,100.00
101.4	Project Permit Matrix	0	2	10	0	0	0	8	20	$0.00	$2,060.00
101	Subtotal Hours	95	152	50	20	0	0	198	515		
101	Subtotal Fee	$16,150.00	$22,800.00	$6,000.00	$2,300.00	$0.00	$0.00	$13,860.00		$0.00	$61,110.00
102	30% DESIGN PHASE										
102.1	Survey	0	0	0	0	225	360	0	585	$7,400.00	$116,750.00
102.2	Right-of-Way	0	0	0	0	45	0	0	45	$0.00	$6,750.00
102.3	Records Review, Information Research and Analysis of Data	0	40	100	40	0	0	40	220	$0.00	$25,400.00
102.4	Utility Potholing	0	0	20	0	0	24	8	52	$12,000.00	$20,000.00
102.5	Geotechnical Investigation	0	8	20	0	0	0	8	36	$20,800.00	$24,960.00
102.6	15% Design Phase Alternatives Submittal	10	60	80	120	0	0	8	278	$13,560.00	$48,220.00
102.7.1	30% Design Phase Plans	10	20	60	150	0	0	16	256	$10,400.00	$40,670.00
102.8	Walk Through	0	4	6	4	0	0	0	14	$0.00	$1,780.00
102	Subtotal Hours	20	132	286	314	270	384	80	1,486		
102	Subtotal Fee	$3,400.00	$19,800.00	$34,320.00	$36,110.00	$40,500.00	$80,640.00	$5,600.00		$64,160.00	$284,530.00
103	70% DESIGN PHASE										
103.1.1	70% Design Phase Plans	60	180	160	250	24	0	30	704	$70,620.00	$161,470.00
103.1.2	70% Design Phase Construction Cost Estimate	0	16	80	40	0	0	16	152	$0.00	$17,720.00
103.1.3	70% Walk Through	0	8	12	8	0	0	0	28	$0.00	$3,560.00
103	Subtotal Hours	60	204	252	298	24	0	46	884		
103	Subtotal Fee	$10,200.00	$30,600.00	$30,240.00	$34,270.00	$3,600.00	$0.00	$3,220.00		$70,620.00	$182,750.00
104	90% DESIGN PHASE										
104.1.1a	90% Design Phase Plans-First Street	30	65	100	115	0	0	40	350	$20,980.00	$63,855.00
104.1.1b	90% Design Phase Plans-6th Street	20	55	70	90	0	0	30	265	$0.00	$32,500.00
104.1.1c	90% Design Phase Plans-Garces Street, 3rd Street, Bridger Avenue	50	130	190	225	0	0	80	675	$26,000.00	$108,275.00
104.1.2a	90% Design Phase Construction Cost Estimate-First Street	2	8	24	18	0	0	6	58	$0.00	$6,910.00
104.1.2b	90% Design Phase Construction Cost Estimate-6th Street	1	6	18	16	0	0	4	45	$0.00	$5,350.00
104.1.2c	90% Design Phase Construction Cost Estimate-Garces Street, 3rd Street, Bridger Avenue	5	16	48	36	0	0	14	119	$0.00	$14,130.00
104.1.3a	90% Design Phase Special Provisions-First Street	22	30	40	0	0	0	10	102	$2,000.00	$15,740.00
104.1.3b	90% Design Phase Special Provisions-6th Street	18	25	35	0	0	0	10	88	$0.00	$11,710.00
104.1.3c	90% Design Phase Special Provisions-Garces Street, 3rd Street, Bridger Avenue	40	65	75	0	0	0	20	200	$5,000.00	$31,950.00
104.1.4a	90% Walk Through-First Street	0	4	6	4	0	0	0	14	$0.00	$1,780.00
104.1.4b	90% Walk Through-6th Street	0	4	4	4	0	0	0	12	$0.00	$1,540.00
104.1.4c	90% Walk Through-Garces Street, 3rd Street, Bridger Avenue	0	8	14	8	0	0	0	30	$0.00	$3,800.00
104.1.5a	Bidability and Constructability Meeting-First Street	2	6	10	16	0	0	5	39	$0.00	$4,630.00
104.1.5b	Bidability and Constructability Meeting-6th Street	2	4	8	14	0	0	5	33	$0.00	$3,860.00
104.1.5c	Bidability and Constructability Meeting-Garces Street, 3rd Street, Bridger Avenue	4	10	22	30	0	0	10	76	$0.00	$8,970.00
104	Subtotal Hours	196	436	664	576	0	0	234	2,106		
104	Subtotal Fee	$33,320.00	$65,400.00	$79,680.00	$66,240.00	$0.00	$0.00	$16,380.00		$53,980.00	$315,000.00
105	100% DESIGN PHASE										
105.1.1.1a	100% Pre-Final (Bond) Submittal-First Street	14	60	95	115	0	0	20	304	$4,500.00	$41,905.00
105.1.1.1b	100% Pre-Final (Bond) Submittal-6th Street	10	45	70	85	0	0	15	225	$0.00	$27,675.00
105.1.1.1c	100% Pre-Final (Bond) Submittal-Garces Street, 3rd Street, Bridger Avenue	26	115	195	225	0	0	45	606	$10,270.00	$84,365.00
105.1.1.2a	100% Final (Mylar) Submittal-First Street	10	35	65	75	0	0	20	205	$4,500.00	$29,275.00
105.1.1.2b	100% Final (Mylar) Submittal-6th Street	8	30	50	60	0	0	15	163	$0.00	$19,810.00
105.1.1.2c	100% Final (Mylar) Submittal-Garces Street, 3rd Street, Bridger Avenue	22	75	125	160	0	0	45	427	$10,270.00	$61,810.00
105	Subtotal Hours	90	360	600	720	0	0	160	1,930		
105	Subtotal Fee	$15,300.00	$54,000.00	$72,000.00	$82,800.00	$0.00	$0.00	$11,200.00		$29,540.00	$264,840.00

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
106	BID PHASE - FIRST ST. AND 6TH ST.										
106.1a	Pre-Bid Conference-First Street	2	2	0	0	0	0	0	4	$0.00	$640.00
106.1b	Pre-Bid Conference-6th Street	2	2	0	0	0	0	0	4	$0.00	$640.00
106.2a	Bid Requests and Responses-First Street	4	8	0	20	0	0	10	42	$300.00	$5,180.00
106.2b	Bid Requests and Responses-6th Street	4	8	0	20	0	0	10	42	$300.00	$5,180.00
106.3a	Bid Opening-First Street	0	2	0	0	0	0	0	2	$0.00	$300.00
106.3b	Bid Opening-6th Street	0	2	0	0	0	0	0	2	$0.00	$300.00
106	Subtotal Hours	12	24	0	40	0	0	20	96		
106	Subtotal Fee	$2,040.00	$3,600.00	$0.00	$4,600.00	$0.00	$0.00	$1,400.00		$600.00	$12,240.00
107	CONSTRUCTION PHASE - FIRST ST. AND 6TH ST.										
107.1a	Pre-Construction Meeting-First Street	2	2	0	0	0	0	0	4	$0.00	$640.00
107.1b	Pre-Construction Meeting-6th Street	2	2	0	0	0	0	0	4	$0.00	$640.00
107.2a	Submittal Review-First Street	1	1	3	3	0	0	2	10	$1,500.00	$2,665.00
107.2b	Submittal Review-6th Street	1	1	3	3	0	0	2	10	$1,500.00	$2,665.00
107.3a	Construction Support Services-First Street	14	22	14	14	0	0	6	70	$0.00	$9,390.00
107.3b	Construction Support Services-6th Street	6	10	6	6	0	0	2	30	$0.00	$4,070.00
107	Subtotal Hours	26	38	26	26	0	0	12	128		
107	Subtotal Fee	$4,420.00	$5,700.00	$3,120.00	$2,990.00	$0.00	$0.00	$840.00		$3,000.00	$20,070.00
	Total Basic Services Hours	499	1,346	1,878	1,994	294	384	750	7,145		
	Total Basic Services Fee	$84,830.00	$201,900.00	$225,360.00	$229,310.00	$44,100.00	$80,640.00	$52,500.00		$221,900.00	$1,140,540.00

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	$109,460.00	See list below.

402.4.1 Additional Services may include, but are not limited to, the following:
402.4.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
402.4.3 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.4.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
402.4.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.
402.4.6 **Bid Phase Support** - As required by the City, Consultant shall provide Bid Phase Support services for the Project.
402.4.7 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.4.8 **Construction Management at Risk (CMAR) Coordination** – As required by the City, Consultant shall coordinate with the CMAR Contractor during the Pre-Construction and Construction phases of the project.
402.4.9 **Construction Phase Support** - As required by the City, Consultant shall provide Construction Phase Support services for the Project.
402.4.10 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
402.4.11 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.4.12 **Environmental Review Process** – As required by the City, Consultant shall prepare the necessary documents to obtain appropriate approvals for the Environmental Review Process.
402.4.13 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.4.14 **Greenroads Certification** – As required by the City, Consultant shall prepare the necessary documentation to acquire Greenroad Certification through the Greenroads Foundation.
402.4.15 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
402.4.16 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
402.4.17 **NDOT Encroachment Permit** - As required by the City, Consultant shall obtain an NDOT Encroachment Permit.
402.4.18 **NEPA Categorical Exclusion** - As required by the City, Consultant shall prepare a Class 2 Categorical Exclusion [as defined by Federal Highway Policy Manual (FHPM 7-7-2)]
402.4.19 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.4.20 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
402.4.21 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
402.4.22 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
402.4.23 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.4.24 **Sewer Video** - As required by the City, Consultant shall Sewer Video of existing sewer facilities.
402.4.25 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

402.4.26 Spillway/Energy Dissipater – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.

402.4.27 Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

402.4.28 Structural – As required by the City, Consultant shall provide additional structural design.

402.4.29 Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

402.4.30 Structural Engineering – The existing manholes and junction structures may need to be modified to provide access for the Contractor to rehabilitate the facilities. An allowance is provided to prepare the required structural modifications and/or new facilities to provide access.

402.4.31 Survey – As required by the design, Consultant shall obtain additional survey in critical areas of design to supplement the aerial mapping provided with the basic services. In addition, Consultant shall obtain additional survey for additional utility potholing.

402.4.32 Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.4.33 Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

402.4.34 Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.4.35 Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

ARTICLE 404: ALLOWANCE FOR REIMBURSABLE EXPENSES

404.1 No allowance will be made for Reimbursable Expenses

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 501: 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.

CLASSIFICATION	RATE	UNIT
Project Manager	$170	Per Hour
Team Leader	$150	Per Hour
Project Engineer	$120	Per Hour
Design Technician	$115	Per Hour
Land Surveyor	$150	Per Hour
Survey Crew	$210	Per Hour
Admin/Clerical	$70	Per Hour

ARTICLE 502: SUB-CONSULTANT HOURLY RATES

502.1 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.

SOUTHWICK LANDSCAPE ARCHITECTS	RATE	UNIT
Principal	$160	Per Hour
Associate Landscape Architect	$130	Per Hour
Project Manager	$110	Per Hour
Landscape Architect	$100	Per Hour
Senior Landscape Designer	$90	Per Hour
CADD / Designer	$78	Per Hour
Administrative	$52	Per Hour

GEOTEK, INC.	RATE	UNIT
Principal	$149	Per Hour
Project Professional	$125	Per Hour
Staff Professional	$113	Per Hour
Field Professional	$100	Per Hour
Field Supervisor	$76	Per Hour
Technician	$65	Per Hour
Project Administrator	$58	Per Hour
Drafting/Technical Illustration	$72	Per Hour

PROFESSIONAL DESIGN ASSOCIATES, INC	RATE	UNIT
Principal	$200	Per Hour
Senior Engineer	$150	Per Hour
Engineer/Senior Designer	$100	Per Hour
Field Investigator	$90	Per Hour
Designer II	$80	Per Hour
Designer I	$75	Per Hour
Draftperson/CAD Operator	$50	Per Hour
Administrative Assistant	$55	Per Hour

ARTICLE 503: ADDITIONAL SERVICES RATES

503.1 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
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

503.2 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.

503.3 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.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Design Technician	Land Surveyor	Survey Crew	Admin/ Clerical	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$170	$150	$120	$115	$150	$210	$70			
	ADDITIONAL SERVICES										
	Additional Design Services	50	90	160	200	100	100	120	820	$860.00	$109,460.00
	Total Additional Services - Hours	50	90	160	200	100	100	120	820		
	Total Additional Services - Fee	$8,500.00	$13,500.00	$19,200.00	$23,000.00	$15,000.00	$21,000.00	$8,400.00		$860.00	$109,460.00

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Rosa Cortez, P.E.

600.2 PROGRAM MANAGER: Jeremy Leavitt, P.E.

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: Jeff Griest, P.E.

601.1.2 PROJECT MANAGER: Lyle Wilcox

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Jeff Griest, P.E.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 17156

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 AERIAL MAPPING: North American Mapping

602.1.2 ELECTRICAL ENGINEER: Professional Design Associates, Inc.

602.1.3 LANDSCAPE DESIGN: Southwick Landscape Architects

602.1.4 GEOTECHNICAL ENGINEER: GeoTek, Inc.

602.1.5 POTHOLING: Cardno TBE

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

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
Address
Telephone
EIN or DUNS

Block 2 **Description**
Subject Matter of Contract/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.			
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.

_____
Name

_____
Date

Subscribed and sworn to before me this _____ day of

_____, 20_____.

_____
Notary Public

EXHIBIT "G"

CERTIFICATE

1. Definitions

"City" means the City of Las Vegas.

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"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

VTN NEVADA

2727 S. RAINBOW BLVD.

LAS VEGAS, NEVADA 89146

702-873-7550

EIN: 88-0087383

Block 2 Description

Subject Matter of Contract/Agreement:
Downtown Pedestrian & Bicycle Improvements

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.	GENE D. KRAMETBAUER, President	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
2.	JAMES A. THOMAS, Vice President, Secretary/Treasurer	2727 S. Rainbow Blvd., Las Vegas, NV 89146	702-873-7550
3.	Robert C. Hosea, III	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
4.	Anthony Zicari	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
5.	Christopher R. Grubbs	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
6.	Mark S. Cormier	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
7.	Jeffrey N. Griest	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
8.	David L. Edwards	2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
9.		2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550
10.		2727 S. Rainbow Blvd. Las Vegas, NV 89146	702-873-7550

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 A. Thomas, V.P.

February 5, 2011

Subscribed and sworn to before me this 5th day of February, 2011.

Martha S. Ramon
Notary Public

MARTHA S. RAMON
Notary Public State of Nevada
No. 03-82021-1
My appt. exp. May 9, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of award of Contract No. 110159-PH, Tax Credit Legal Consultant for Services for the Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Office of Economic and Urban Development - Award recommended to: HOLLAND & KNIGHT, LLP (Not-to-Exceed $130,000 - City Facilities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $130,000
Funding Source: City Facilities CPF
Dept./Division: Office of Economic and Urban Development

PURPOSE/BACKGROUND:
This contract is one of two contracts that provide for consulting services to monetize historic and new market tax credits for the Museum of Organized Crime and Law Enforcement. The company's fees will be paid from the proceeds of a successful transaction closing.

PCC: P. Hoffman
POC: Douglas Banghart - (617) 305-2054

RECOMMENDATION:
That City Council approve award of Contract No. 110159-PH, Tax Credit Legal Consultant for Services for the Museum of Organized Crime and Law Enforcement to Holland & Knight, LLP in the not-to-exceed amount of $130,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 110159-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR TAX CREDIT LEGAL CONSULTANT SERVICES FOR THE MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT

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 HOLLAND & KNIGHT (hereinafter the "Company") having its principal office located at 10 St. James Avenue, Boston, Massachusetts 02116.

SECTION A – Contract Form

The subject matter of this Contract is the provision of legal consultant services.

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 E, which is binding and effective only upon execution by the City and the Company.

(g) *"Credits"* means federal rehabilitation tax credit and New Markets Tax Credit (NMTC)

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

(i) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(j) *"Project"* means the Museum of Organized Crime and Law Enforcement, located at 300 Stewart Avenue, Las Vegas, Nevada 89101.

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

B-2 Contract Type

The Contract type is Firm Fixed Price, Not to Exceed (NTE). This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) Payment Schedule. The City will pay the Company for services performed at fixed labor rates as shown below in Section B-3 (b), and reimburse the Company at cost for allowable expenses, in amounts not exceeding the following:

Item No.	Description	NTE Amount
1	**Professional Services**	**$125,000**
2	**Reimbursable Expenses**	**$ 5,000**

Fees shall be invoiced in one lump sum when services are complete and the Transaction has closed, or on the abandonment of the Transaction.

The Company shall provide written notification to the City when it has reached 85 percent (85%) of the NTE amount. After delivery of such notification, the Company and the City shall mutually agree on an increased NTE amount. If the parties cannot agree on an increased NTE amount, the Company may terminate the Contract

without penalty. If the Company elects to terminate the Contract, the City shall pay to the Company all payments due under this Contract up to and including the date of such termination within 30 days of termination. This process shall continue until the Transaction has closed or this Contract is otherwise terminated.

(b) Labor Rates. The City will pay the Company a fixed hourly labor rate for actual time worked, in accordance with the following rates:

Douglas R. Banghart	$450.00 / hour
Michelle R. Fonseca	$450.00 / hour
John D. Kelley	$450.00 / hour
Andrea Casassa	$200.00 / hour
Patrick J. Cronin	$350.00 / hour
Jeffrey D. Gaulin	$410.00 / hour
Kiley A. Gosselin	$215.00 / hour
Mary Beth Hubner	$300.00 / hour
Lindsey B. Sands	$350.00 / hour
Susan Bury	$225.00 / hour
Jarrod C. Connors	$225.00 / hour
Christine R. Piraino	$225.00 / hour
Maureen R. Villeneuve	$225.00 / hour

Other such professionals of the Company at the January 2010 hourly rates then in effect.

(c) Reimbursable Expenses. The City will reimburse the Company for reasonable expenses incurred in the performance of Contract services, such as printing, postage, and long distance telephone calls. The company will invoice such expenses at cost with no mark-up.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) attorney name with dates and hours billed;
(iv) performance dates covered; and
(v) receipts for Reimbursable Expenses

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

Department of Business Development
ATTN: David Bratcher
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."

B-5 Performance Period/Delivery Schedule

The performance period commences from Award Date and continues through the completion of services provided, anticipated to be on or before June 1, 2011.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall advise the City concerning qualification of the Project for Credits and the negotiation of the terms of an investment with one or more qualified community development entities ("CDEs") and Tax Credit investors (the "Investors"). The Company shall render one or more tax opinions that special purpose entities formed to develop the Project are qualified active low income community businesses for purposes of the Credits.

The Company will review all relevant development and financing documents, as well as the operating agreements and other documentation relating to the investment of the Investors and the loans by the CDEs. The Company will work closely with the Reznick Group, P.C. modeling the transaction to maximize the benefits of the Credits to the Project on an after-tax basis and to minimize the tax risk assumed by the City.

The Company has performed services which fall under the scope of this Contract and which will be billed as a part of this Contract. These services included analysis of the relationships of various parties to this Transaction, tax implications of the financial structure of the Project, and working with counsel retained by the 300 Stewart Avenue Corporation. Fees for these services totaled $21,000 and are included in the NTE Amount indicated in Section B-3, above.

C-2 City Responsibilities

The City will coordinate the production of due diligence materials required by the Investors and the CDEs related to the Project. The City's in-house or local counsel will render any required state law opinions.

C-3 Deliverables

The Company shall deliver a report containing, at minimum, legal opinion(s) whether special purpose entities formed to develop the Project are qualified active low income community businesses for purposes of the Credits.

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 City Hall
Manager, Purchasing and Contracts, First Floor
400 Stewart Avenue
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY:
Holland & Knight
10 St. James Avenue
Boston, Massachusetts 02116
Fax: (617) 523-6850

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

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

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

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

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Teri Ponticello 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 Douglas Banghart as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-7/24/08]

The Company warrants that services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City. Notwithstanding the foregoing, nothing herein shall prohibit Company from re-using the work product it develops in the course of representing the City, to the extent such work product does not contain confidential or proprietary information about 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.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice to the Company specifying the extent and effective date of termination. On the effective date of 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, City agrees to pay the Company within 30 days of receipt of a correct, adequately documented invoice. The City's sole liability under this Paragraph is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

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

(i) Perform the services under Section C, including, if applicable, delivering any required documentation within the time specified in this Contract or any extension;
(ii) Make progress, so as to endanger performance of this Contract; or
(iii) Perform any of the other provisions of this Contract.

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

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

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

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

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

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of 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]

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

(i) Workers' Compensation Insurance protecting the Company 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 to Insurance Tracking Services, Inc. (ITS) the City's authorized representative on a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's employees 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 a similar form. See E-5(f) with respect to the obligations of subcontractors and subconsultants..

(iii) Professional Liability Insurance of limits not less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company shall deliver certificate(s) of insurance in ACORD form, and endorsements indicating that such coverage required by this Contract is in effect to Insurance Tracking Services, Inc. (ITS), the City's authorized representative, prior to and as a condition of award of this Contract. All policy certificates and endorsements are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with certificate(s) of insurance as evidence that all insurance requirements have been met. The Company or insurance carrier shall provide ITS with 30 day advance notice of policy cancellation except 10 days for notice of nonpayment of premiums.

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 for the Commercial General Liability Insurance required above, 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. With respect to professional liability insurance, no deductible or self-insured retention may exceed $2,000,000 per single claim or $4,000,000 in the aggregate. With respect to worker's compensation insurance, no deductible or self-insured retention may exceed $150,000.

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

(f) Any subcontractor 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 specified above, and as required in this paragraph.

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

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

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

E-6 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-7 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 the City, its officers, employees and agents (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City. This indemnification does not indemnify the City, its officers, employees, or agents for consequential damages.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same.

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

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

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

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

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

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

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such

finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-17 Conflict of Interest (The Company)

The Company hereby represents to the best of its knowledge that it does not represent any client in any matter whose interests are adverse to the City. However, the Company has substantial national practices in land use, real estate development, environmental, and other areas. As a consequence, the Company is on occasion transactionally adverse to municipalities in such areas. As such, the City grants the Company an advance conflict waiver concerning the Company's representation of clients in any future transactional matter adverse to the City, specifically but not exclusively in the areas of land use permitting, development, and/or environmental matters unrelated to this Contract. In addition, as to any representation of a future client whose interest may be adverse to the City in litigation, or as to any existing client whose interest is not now but may become in the future adverse to the City in litigation, the Company agrees to notify the City of such conflict, and provided that the matter is unrelated to this Contract, the City agrees that it will consider in good faith a waiver of such conflict, and that such waiver will not be unreasonably withheld.

E-18 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 and all supporting documents are deemed to be public records.

E-19 Confidentiality – City Information [R]

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing 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) information is at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process. But in such event the Company shall notify the City, and City, in its sole discretion, may seek to quash the demand.

(c) Notwithstanding the confidentiality requirements of this Contract, the Company may comply with all reporting requirements of the American Jobs Creation Act of 2004 as it understands them.

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

E-20 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-21 Limitation of Funding [CAO-7/24/08]

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

E-22 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, make changes within the general scope of this Contract in any one or more of the following: i) description of services to be performed; ii) time of performance (i.e., hours of the day, days of the week, etc.); iii) place of performance of the services.

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

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

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

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

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

E-23 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.

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-7-11
Deputy City Attorney Date

HOLLAND & KNIGHT LLP

DOUGLAS R. BANGHART, Partner

"Company"

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 change in control of the firm, which shall be defined as a change in more than 50% of the equity ownership of the Contracting Entity. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any change in control may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	**Block 2** Description
Name **Holland &Knight, LLP** **c/o Douglas Banghart, Esq.**	**Legal Consultant Services for Mob Museum Tax Credits**
Address **10 St. James Ave** **Boston MA, 02116**	
Telephone **617 305 2054**	
EIN or DUNS **590663819**	**Contract # 110159-PH**

Block 3 Type of Business

☐ Individual xx☐ **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 equity partners of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: six (6)____

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

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

Name of Attached Document: N/A_____

Date of Attached Document: _____ Number of Pages: _____

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.

Daryl R. Bay on behalf of Holland+Knight
Name

3/10/2011
Date

Subscribed and sworn to before me this 10th day of March, 2011

Dorothy H. Burke
Notary Public

DOROTHY H. BURKE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 26, 2014

HOLLAND & KNIGHT LLP

Disclosure of Ownership - Continuation

Name	Location	Title
Abel, Michael A.	Jacksonville	Equity Partner
Adams, Alfred B.	Atlanta	Equity Partner
Adams, Barbara A.	Chicago	Equity Partner
Adams, Glenn A.	Orlando	Equity Partner
Alexander, Martin J.	West Palm Beach	Equity Partner
Anderson, Rod	Tampa	Equity Partner
Anderson, Tamsen P.	San Francisco	Equity Partner
Angius, Christopher W.	Portland	Equity Partner
Arden, Thomas P.	Chicago	Equity Partner
Aronson, Mark I.	Miami	Equity Partner
Arouh, Jeffrey A.	New York	Equity Partner
Atcitty, Shenan R.	Washington	Equity Partner
August, Adam J.	Northern Virginia	Equity Partner
Bacheller, Chester E.	Tampa	Equity Partner
Baker-Shenk, Philip M.	Washington	Equity Partner
Baldwin, Gregory A.	Miami	Equity Partner
Baldy, Anderson L.	Tampa	Equity Partner
Ball, Stephen T.	Orlando	Equity Partner
Banghart, Douglas R.	Boston	Equity Partner
Barnard, Deborah E.	Boston	Equity Partner
Barton, Bernard A.	Tampa	Equity Partner
Basha, Leigh-Alexandra I.	Northern Virginia	Equity Partner
Bean, Daniel K.	Jacksonville	Equity Partner
Beaton, Neal N.	New York	Equity Partner
Beers, Meredeth A.	Boston	Equity Partner
Bell, Rodney H.	Miami	Equity Partner
Bevington, Elizabeth L.	Tallahassee	Equity Partner
Blank, Stacy D.	Tampa	Equity Partner
Bloom, William R.	Miami	Equity Partner
Boeke, Noel R.	Tampa	Equity Partner
Bogorad, Stephen A.	Washington	Equity Partner
Bohrer, Sanford L.	Miami	Equity Partner
Boland, Michael J.	Chicago	Equity Partner
Booth, Susan J.	Los Angeles	Equity Partner
Boothe, Jeffrey F.	Washington	Equity Partner
Boyett, Christopher W.	Miami	Equity Partner
Bradner, Robert H.	Washington	Equity Partner
Braid, Frederick D.	New York	Equity Partner
Brockman, Christopher C.	Orlando	Equity Partner
Brooks, Malcolm H.	Chicago	Equity Partner
Brothers, Henry J.	Washington	Equity Partner
Brownlee, John L.	Northern Virginia	Equity Partner
Bucholtz, Harold	Washington	Equity Partner
Burkland, Mark E.	Chicago	Equity Partner
Byrne, William P.	Jacksonville	Equity Partner
Cadwalader, Lynn K.	San Francisco	Equity Partner
Calkins, Lynn E.	Washington	Equity Partner
Camarra, Christopher L.	Washington	Equity Partner
Cannon, L K.	Jacksonville	Equity Partner
Casal, Jose A.	Miami	Equity Partner

Cavanaugh, J M.	Washington	Equity Partner
Chapman, Michael L.	Tampa	Equity Partner
Chasnow, Robert M.	Washington	Equity Partner
Clapp, Douglas W.	Boston	Equity Partner
Cohn, Jerald S.	Bethesda	Equity Partner
Colandreo, Brian J.	Boston	Equity Partner
Colao, Ivan A.	Jacksonville	Equity Partner
Coleman, Charles L.	San Francisco	Equity Partner
Collins, Christopher H.	Washington	Equity Partner
Compagno, John M.	San Francisco	Equity Partner
Conner, Timothy J.	Jacksonville	Equity Partner
Connolly, Peter M.	Washington	Equity Partner
Conti, Louis T.	Orlando	Equity Partner
Cooper, Scott E.	Boston	Equity Partner
Cosio, Jose R.	Miami	Equity Partner
Coventon, Kevin E.	Atlanta	Equity Partner
Craft, Randal R.	New York	Equity Partner
Craig, Sharon N.	Bethesda	Equity Partner
Crowley, Richard A.	New York	Equity Partner
Currier, Maria T.	Miami	Equity Partner
Curtin, Lawrence N.	Tallahassee	Equity Partner
Dadakis, John D.	New York	Equity Partner
Daniel, Harold T.	Atlanta	Equity Partner
Daniel, Laurie W.	Atlanta	Equity Partner
Dannenberg, Harry S.	Boston	Equity Partner
Darbut, Douglas F.	Miami	Equity Partner
Davis, James O.	Tampa	Equity Partner
Dekuiper, Kristin A.	Boston	Equity Partner
Demeza, William B.	Tampa	Equity Partner
Diaz, Edward	Miami	Equity Partner
Digel, Gregory J.	Atlanta	Equity Partner
Dufoe, William S.	Tampa	Equity Partner
Durkin, Martin G.	Chicago	Equity Partner
Duvall, Richard	Northern Virginia	Equity Partner
Eckhard, Richard D.	Tampa	Equity Partner
Edwards, Oliver	New York	Equity Partner
Elrod, Steven M.	Chicago	Equity Partner
Ervin, James M.	Tallahassee	Equity Partner
Evans, Philip T.	Washington	Equity Partner
Fayne, Irwin J.	Ft Lauderdale	Equity Partner
Fendrick, William K.	Tampa	Equity Partner
Ferris, Richard J.	Washington	Equity Partner
Filippini, Victor P.	Chicago	Equity Partner
Freedman, Anthony S.	Washington	Equity Partner
Frevola, Michael J.	New York	Equity Partner
Friedman, Peter M.	Chicago	Equity Partner
Friedman, Robert J.	Miami	Equity Partner
Gaba, Michael M.	Washington	Equity Partner
Gabel, George D.	Jacksonville	Equity Partner
Gelman, Andrew R.	Chicago	Equity Partner
Gibbs Cartwright, Kelly-Ann	Miami	Equity Partner
Gilbert, Suzanne E.	Orlando	Equity Partner
Gillman, Steven L.	Chicago	Equity Partner
Glasgow, Norman M.	Washington	Equity Partner
Gold, Richard M.	Washington	Equity Partner
Goldstein, Joseph G.	Miami	Equity Partner

Gonzalez, Alex M.	Miami	Equity Partner
Gordon, Steven D.	Washington	Equity Partner
Grady, Frederick J.	Tampa	Equity Partner
Grammig, Robert J.	Tampa	Equity Partner
Gravenhorst, Paul S.	Ft Lauderdale	Equity Partner
Gregores, George J.	Portland	Equity Partner
Groh, James S.	Jacksonville	Equity Partner
Guay, Joseph A.	New York	Equity Partner
Hadlow, Richard B.	Tampa	Equity Partner
Halula, John F.	Miami	Equity Partner
Hamilton, Lawrence J.	Jacksonville	Equity Partner
Hanback, Christopher B.	Washington	Equity Partner
Hanselman, Theodore F.	Boston	Equity Partner
Hargitai, Peter P.	Jacksonville	Equity Partner
Harris, Robert R.	Bethesda	Equity Partner
Henderson, Victor P.	Chicago	Equity Partner
Hengen, Nancy L.	New York	Equity Partner
Hernandez, Alberto M.	Miami	Equity Partner
Hernandez, Jennifer L.	San Francisco	Equity Partner
Hernandez-Torano, Jorge	Miami	Equity Partner
Herr, Mitchell E.	Miami	Equity Partner
Hickey, Edward R.	Boston	Equity Partner
Highsmith, Robert S.	Atlanta	Equity Partner
Hindlian, Richard J.	Boston	Equity Partner
Hoffman, Jerome W.	Tallahassee	Equity Partner
Hoffman, Kenneth B.	Boston	Equity Partner
Hogan, John M.	Miami	Equity Partner
Hohenstein, James	New York	Equity Partner
Hole, Brian K.	Ft Lauderdale	Equity Partner
Holifield, Marilyn J.	Miami	Equity Partner
Honan, William J.	New York	Equity Partner
Horn, Dennis	Washington	Equity Partner
Hornyak, Joseph P.	Northern Virginia	Equity Partner
Hutchison, Richard	West Palm Beach	Equity Partner
James, Paul M.	Boston	Equity Partner
Jaron, Martin J.	Northern Virginia	Equity Partner
Jenero, Kenneth A.	Chicago	Equity Partner
Jensen, Frode	New York	Equity Partner
Jimenez, Adolfo E.	Miami	Equity Partner
Joern, Charles E.	Chicago	Equity Partner
Johnson, Charles S.	Atlanta	Equity Partner
Johnson, Scott J.	Orlando	Equity Partner
Jones, David A.	Orlando	Equity Partner
Kahn, David S.	Washington	Equity Partner
Kastner, Samuel P.	Washington	Equity Partner
Katz, Gordon P.	Boston	Equity Partner
Kehoe, Kerry S.	Boston	Equity Partner
Keldermans, Francis L.	Chicago	Equity Partner
Kelly, Christopher G.	New York	Equity Partner
Kennicott, Donald	Atlanta	Equity Partner
Kiernan, Paul J.	Washington	Equity Partner
Kilmer, Paul F.	Washington	Equity Partner
Kimbro, Bradford D.	Tampa	Equity Partner
Kinasz, Thomas J.	Chicago	Equity Partner
Knight Duensing, Tammy	Ft Lauderdale	Equity Partner
Kolos, Chris N.	Orlando	Equity Partner

Kominers, William	Bethesda	Equity Partner
Korchin, Judith M.	Miami	Equity Partner
Koren, Edward F.	Tampa	Equity Partner
Krumholz, Joshua C.	Boston	Equity Partner
Labate, Robert J.	Chicago	Equity Partner
Lake, Elizabeth A.	San Francisco	Equity Partner
Lane, William R.	Tampa	Equity Partner
Lang, Robert H.	Chicago	Equity Partner
Lannon, Paul G.	Boston	Equity Partner
Lansner, Ruth L.	New York	Equity Partner
Lapatin, Philip S.	Boston	Equity Partner
Lawrence, Frank R.	Los Angeles	Equity Partner
Lefere, Marie	Ft Lauderdale	Equity Partner
Lepore, Ralph T.	Boston	Equity Partner
Levine, Jack A.	Tampa	Equity Partner
Levine, Jerome L.	Los Angeles	Equity Partner
Levitan, Shari A.	Boston	Equity Partner
Liebesman, Lawrence R.	Washington	Equity Partner
Long, Mary C.	Boston	Equity Partner
Loring, Bruce D.	Chicago	Equity Partner
Lotterhos, Fred J.	Jacksonville	Equity Partner
MacCullough, Kara L.	Miami	Equity Partner
Mackenzie, Dominic C.	Jacksonville	Equity Partner
MacKichan, Robert C.	Washington	Equity Partner
MacLeod, Scott R.	Orlando	Equity Partner
Mahony, Ieuan G.	Boston	Equity Partner
Main, James L.	Jacksonville	Equity Partner
Mannix, Michael M.	Northern Virginia	Equity Partner
Manthei, Michael R.	Boston	Equity Partner
Marcus, Jonathan S.	Ft Lauderdale	Equity Partner
Matsakis, Elias N.	Chicago	Equity Partner
May, D B.	Tallahassee	Equity Partner
Mayer, James T.	Chicago	Equity Partner
Mayol Lopez, Juan	Miami	Equity Partner
McAleavey, Thomas M.	Orlando	Equity Partner
McAlpin, Louise	Miami	Equity Partner
McCorkhill, Charles G.	Chicago	Equity Partner
McDermott, James E.	Boston	Equity Partner
McDowell, Brian A.	Orlando	Equity Partner
McKendall, Miriam	Boston	Equity Partner
Meeder, Gregory R.	Chicago	Equity Partner
Mencio, George	Miami	Equity Partner
Mendelsohn, Stuart	Northern Virginia	Equity Partner
Michalowski, Mark C.	Boston	Equity Partner
Milano, Nicholas G.	Ft Lauderdale	Equity Partner
Miller, Morris H.	Tallahassee	Equity Partner
Miner, Martin P.	New York	Equity Partner
Mittleman, Jeffrey W.	Boston	Equity Partner
Monaghan, John J.	Boston	Equity Partner
Monchamp, Amanda J.	San Francisco	Equity Partner
Mosner, Anita M.	Washington	Equity Partner
Moss, Stephen B.	Ft Lauderdale	Equity Partner
Murdoch, Christopher J.	Chicago	Equity Partner
Murphy, Anne M.	Chicago	Equity Partner
Mutryn, William J.	Northern Virginia	Equity Partner
Myers, Christopher A.	Northern Virginia	Equity Partner

Naftalin, Charles R.	Washington	Equity Partner
Neff, A G.	Orlando	Equity Partner
Nesbitt, La Fonte	Washington	Equity Partner
Newman, Michael B.	San Francisco	Equity Partner
Newman, Scott	West Palm Beach	Equity Partner
Nichols, Tracy A.	Miami	Equity Partner
Nilles, Kathleen M.	Washington	Equity Partner
Norton, Matthew E.	Chicago	Equity Partner
Oberto, Kathryn W.	Orlando	Equity Partner
Oleynik, Ronald A.	Washington	Equity Partner
Page, Frederick D.	Jacksonville	Equity Partner
Park, James A.	Orlando	Equity Partner
Pearce, George M.	Chicago	Equity Partner
Perry, David L.	West Palm Beach	Equity Partner
Piels, William B.	San Francisco	Equity Partner
Pritchard, John F.	New York	Equity Partner
Pupo, Roberto R.	Miami	Equity Partner
Quin, Whayne S.	Washington	Equity Partner
Redmond, Richard A.	Chicago	Equity Partner
Reitzfeld, Alan D.	New York	Equity Partner
Rohn, Frederick	New York	Equity Partner
Rollins, James H.	Atlanta	Equity Partner
Ross, Bruce S.	Los Angeles	Equity Partner
Rubinger, Jeffrey L.	Ft Lauderdale	Equity Partner
Salaman, Alban L.	Washington	Equity Partner
Scanlon, Tara A.	Washington	Equity Partner
Schiff, Janis L.	Washington	Equity Partner
Seay, James E.	Orlando	Equity Partner
Sellers, Lawrence E.	Tallahassee	Equity Partner
Seul, Jeffrey R.	Boston	Equity Partner
Shapiro, Mark L.	Chicago	Equity Partner
Shapiro, Stephen B.	Washington	Equity Partner
Sheely, Sean C.	New York	Equity Partner
Sherman, William B.	Ft Lauderdale	Equity Partner
Shimberg, James H.	Tampa	Equity Partner
Sikorski, Gerry E.	Washington	Equity Partner
Silver, David C.	Washington	Equity Partner
Singleton, David R.	Tampa	Equity Partner
Sirven, Jose E.	Miami	Equity Partner
Skallas, A T.	Chicago	Equity Partner
Skelton, Patrick W.	Tampa	Equity Partner
Sloan, David S.	Boston	Equity Partner
Small, Daniel I.	Boston	Equity Partner
Smeallie, James D.	Boston	Equity Partner
Smith, Colin P.	Chicago	Equity Partner
Smith, Lee S.	Orlando	Equity Partner
Smith, Robert H.	Miami	Equity Partner
Snively, Stephen W.	Orlando	Equity Partner
Sonberg, Steven	Miami	Equity Partner
Sorondo, Rodolfo	Miami	Equity Partner
Spelliscy, MJ M.	New York	Equity Partner
Spitzer, M J.	New York	Equity Partner
Stephens, Richard B.	Lakeland	Equity Partner
Stephenson, Andrew W.	Washington	Equity Partner
Stern, Jeffrey B.	Washington	Equity Partner
Stevens, William M.	Chicago	Equity Partner

Stutts, Charles L.	Tampa	Equity Partner
Subin, Ben W.	Orlando	Equity Partner
Teichner, Lee P.	Miami	Equity Partner
Tenev, Jovi	New York	Equity Partner
Theberge, John E.	Washington	Equity Partner
Tiedemann, Charles W.	Washington	Equity Partner
Tobin, Charles D.	Washington	Equity Partner
Tofil, Lisa V.	Washington	Equity Partner
Toriello, John M.	New York	Equity Partner
Turra, Melissa S.	Jacksonville	Equity Partner
Vafidis, Matthew P.	San Francisco	Equity Partner
Varick, Steven B.	Chicago	Equity Partner
Varner, Joseph H.	Tampa	Equity Partner
Vasios, Harold B.	New York	Equity Partner
Vogel, Edward W.	Lakeland	Equity Partner
Volinski, Benjamin	Boston	Equity Partner
Vonbergen, Mark A.	Portland	Equity Partner
Vyverberg, Robert W.	Chicago	Equity Partner
Walker, Karen D.	Tallahassee	Equity Partner
Warram, Robert A.	Tampa	Equity Partner
Wechselblatt, Eric	Northern Virginia	Equity Partner
Weinberger, Mel S.	Washington	Equity Partner
Weiss, Alan M.	Jacksonville	Equity Partner
Weiss, Christopher J.	Orlando	Equity Partner
Wheeler, George Y.	Washington	Equity Partner
Whitebread, Joseph B.	Washington	Equity Partner
Whitestone, David C.	Washington	Equity Partner
Wiener, Keith M.	Atlanta	Equity Partner
Williams, Richard T.	Los Angeles	Equity Partner
Wilson, William B.	Orlando	Equity Partner
Wing, James D.	Miami	Equity Partner
Winter, Richard R.	Chicago	Equity Partner
Wolk, Lawrence J.	New York	Equity Partner
Woodrow, Thomas R.	Chicago	Equity Partner
Wright, Douglas A.	Tampa	Equity Partner
Wright, Steven	Boston	Equity Partner
Yadley, Barbara M.	Tampa	Equity Partner
Yanofsky, Richard M.	Boston	Equity Partner
Yates, Leighton D.	Orlando	Equity Partner
Zanger, Larry M.	Chicago	Equity Partner
Zarin, Donald J.	Washington	Equity Partner
Zdeb, Michael J.	Chicago	Equity Partner
Zhang, Hongjun	Washington	Equity Partner
Zimmer, Thomas A.	San Francisco	Equity Partner

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 change in control of the firm, which shall be defined as a change in more than 50% of the equity ownership of the Contracting Entity. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any change in control may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Name **Holland &Knight, LLP** **c/o Douglas Banghart, Esq.**	**Legal Consultant Services for Mob Museum Tax Credits**
Address **10 St. James Ave** **Boston MA, 02116**	
Telephone **617 305 2054**	
EIN or DUNS **590663819**	**Contract # 110159-PH**

Block 3 Type of Business

☐ Individual xx☐ **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 equity partners of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	See Attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: six (6)____

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

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

Name of Attached Document: N/A_____

Date of Attached Document: _____ Number of Pages: _____

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.

Dayle L. Bay on behalf of Holland + Knight
Name

3/10/2011
Date

Subscribed and sworn to before me this 10th day of March, 2011

Dorothy H. Burke
Notary Public

DOROTHY H. BURKE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 26, 2014

HOLLAND & KNIGHT LLP

Disclosure of Ownership - Continuation

Name	Location	Title
Abel, Michael A.	Jacksonville	Equity Partner
Adams, Alfred B.	Atlanta	Equity Partner
Adams, Barbara A.	Chicago	Equity Partner
Adams, Glenn A.	Orlando	Equity Partner
Alexander, Martin J.	West Palm Beach	Equity Partner
Anderson, Rod	Tampa	Equity Partner
Anderson, Tamsen P.	San Francisco	Equity Partner
Angius, Christopher W.	Portland	Equity Partner
Arden, Thomas P.	Chicago	Equity Partner
Aronson, Mark I.	Miami	Equity Partner
Arouh, Jeffrey A.	New York	Equity Partner
Atcitty, Shenan R.	Washington	Equity Partner
August, Adam J.	Northern Virginia	Equity Partner
Bacheller, Chester E.	Tampa	Equity Partner
Baker-Shenk, Philip M.	Washington	Equity Partner
Baldwin, Gregory A.	Miami	Equity Partner
Baldy, Anderson L.	Tampa	Equity Partner
Ball, Stephen T.	Orlando	Equity Partner
Banghart, Douglas R.	Boston	Equity Partner
Barnard, Deborah E.	Boston	Equity Partner
Barton, Bernard A.	Tampa	Equity Partner
Basha, Leigh-Alexandra I.	Northern Virginia	Equity Partner
Bean, Daniel K.	Jacksonville	Equity Partner
Beaton, Neal N.	New York	Equity Partner
Beers, Meredeth A.	Boston	Equity Partner
Bell, Rodney H.	Miami	Equity Partner
Bevington, Elizabeth L.	Tallahassee	Equity Partner
Blank, Stacy D.	Tampa	Equity Partner
Bloom, William R.	Miami	Equity Partner
Boeke, Noel R.	Tampa	Equity Partner
Bogorad, Stephen A.	Washington	Equity Partner
Bohrer, Sanford L.	Miami	Equity Partner
Boland, Michael J.	Chicago	Equity Partner
Booth, Susan J.	Los Angeles	Equity Partner
Boothe, Jeffrey F.	Washington	Equity Partner
Boyett, Christopher W.	Miami	Equity Partner
Bradner, Robert H.	Washington	Equity Partner
Braid, Frederick D.	New York	Equity Partner
Brockman, Christopher C.	Orlando	Equity Partner
Brooks, Malcolm H.	Chicago	Equity Partner
Brothers, Henry J.	Washington	Equity Partner
Brownlee, John L.	Northern Virginia	Equity Partner
Bucholtz, Harold	Washington	Equity Partner
Burkland, Mark E.	Chicago	Equity Partner
Byrne, William P.	Jacksonville	Equity Partner
Cadwalader, Lynn K.	San Francisco	Equity Partner
Calkins, Lynn E.	Washington	Equity Partner
Camarra, Christopher L.	Washington	Equity Partner
Cannon, L K.	Jacksonville	Equity Partner
Casal, Jose A.	Miami	Equity Partner

Cavanaugh, J M.	Washington	Equity Partner
Chapman, Michael L.	Tampa	Equity Partner
Chasnow, Robert M.	Washington	Equity Partner
Clapp, Douglas W.	Boston	Equity Partner
Cohn, Jerald S.	Bethesda	Equity Partner
Colandreo, Brian J.	Boston	Equity Partner
Colao, Ivan A.	Jacksonville	Equity Partner
Coleman, Charles L.	San Francisco	Equity Partner
Collins, Christopher H.	Washington	Equity Partner
Compagno, John M.	San Francisco	Equity Partner
Conner, Timothy J.	Jacksonville	Equity Partner
Connolly, Peter M.	Washington	Equity Partner
Conti, Louis T.	Orlando	Equity Partner
Cooper, Scott E.	Boston	Equity Partner
Cosio, Jose R.	Miami	Equity Partner
Coventon, Kevin E.	Atlanta	Equity Partner
Craft, Randal R.	New York	Equity Partner
Craig, Sharon N.	Bethesda	Equity Partner
Crowley, Richard A.	New York	Equity Partner
Currier, Maria T.	Miami	Equity Partner
Curtin, Lawrence N.	Tallahassee	Equity Partner
Dadakis, John D.	New York	Equity Partner
Daniel, Harold T.	Atlanta	Equity Partner
Daniel, Laurie W.	Atlanta	Equity Partner
Dannenberg, Harry S.	Boston	Equity Partner
Darbut, Douglas F.	Miami	Equity Partner
Davis, James O.	Tampa	Equity Partner
Dekuiper, Kristin A.	Boston	Equity Partner
Demeza, William B.	Tampa	Equity Partner
Diaz, Edward	Miami	Equity Partner
Digel, Gregory J.	Atlanta	Equity Partner
Dufoe, William S.	Tampa	Equity Partner
Durkin, Martin G.	Chicago	Equity Partner
Duvall, Richard	Northern Virginia	Equity Partner
Eckhard, Richard D.	Tampa	Equity Partner
Edwards, Oliver	New York	Equity Partner
Elrod, Steven M.	Chicago	Equity Partner
Ervin, James M.	Tallahassee	Equity Partner
Evans, Philip T.	Washington	Equity Partner
Fayne, Irwin J.	Ft Lauderdale	Equity Partner
Fendrick, William K.	Tampa	Equity Partner
Ferris, Richard J.	Washington	Equity Partner
Filippini, Victor P.	Chicago	Equity Partner
Freedman, Anthony S.	Washington	Equity Partner
Frevola, Michael J.	New York	Equity Partner
Friedman, Peter M.	Chicago	Equity Partner
Friedman, Robert J.	Miami	Equity Partner
Gaba, Michael M.	Washington	Equity Partner
Gabel, George D.	Jacksonville	Equity Partner
Gelman, Andrew R.	Chicago	Equity Partner
Gibbs Cartwright, Kelly-Ann	Miami	Equity Partner
Gilbert, Suzanne E.	Orlando	Equity Partner
Gillman, Steven L.	Chicago	Equity Partner
Glasgow, Norman M.	Washington	Equity Partner
Gold, Richard M.	Washington	Equity Partner
Goldstein, Joseph G.	Miami	Equity Partner

Gonzalez, Alex M.	Miami	Equity Partner
Gordon, Steven D.	Washington	Equity Partner
Grady, Frederick J.	Tampa	Equity Partner
Grammig, Robert J.	Tampa	Equity Partner
Gravenhorst, Paul S.	Ft Lauderdale	Equity Partner
Gregores, George J.	Portland	Equity Partner
Groh, James S.	Jacksonville	Equity Partner
Guay, Joseph A.	New York	Equity Partner
Hadlow, Richard B.	Tampa	Equity Partner
Halula, John F.	Miami	Equity Partner
Hamilton, Lawrence J.	Jacksonville	Equity Partner
Hanback, Christopher B.	Washington	Equity Partner
Hanselman, Theodore F.	Boston	Equity Partner
Hargitai, Peter P.	Jacksonville	Equity Partner
Harris, Robert R.	Bethesda	Equity Partner
Henderson, Victor P.	Chicago	Equity Partner
Hengen, Nancy L.	New York	Equity Partner
Hernandez, Alberto M.	Miami	Equity Partner
Hernandez, Jennifer L.	San Francisco	Equity Partner
Hernandez-Torano, Jorge	Miami	Equity Partner
Herr, Mitchell E.	Miami	Equity Partner
Hickey, Edward R.	Boston	Equity Partner
Highsmith, Robert S.	Atlanta	Equity Partner
Hindlian, Richard J.	Boston	Equity Partner
Hoffman, Jerome W.	Tallahassee	Equity Partner
Hoffman, Kenneth B.	Boston	Equity Partner
Hogan, John M.	Miami	Equity Partner
Hohenstein, James	New York	Equity Partner
Hole, Brian K.	Ft Lauderdale	Equity Partner
Holifield, Marilyn J.	Miami	Equity Partner
Honan, William J.	New York	Equity Partner
Horn, Dennis	Washington	Equity Partner
Hornyak, Joseph P.	Northern Virginia	Equity Partner
Hutchison, Richard	West Palm Beach	Equity Partner
James, Paul M.	Boston	Equity Partner
Jaron, Martin J.	Northern Virginia	Equity Partner
Jenero, Kenneth A.	Chicago	Equity Partner
Jensen, Frode	New York	Equity Partner
Jimenez, Adolfo E.	Miami	Equity Partner
Joern, Charles E.	Chicago	Equity Partner
Johnson, Charles S.	Atlanta	Equity Partner
Johnson, Scott J.	Orlando	Equity Partner
Jones, David A.	Orlando	Equity Partner
Kahn, David S.	Washington	Equity Partner
Kastner, Samuel P.	Washington	Equity Partner
Katz, Gordon P.	Boston	Equity Partner
Kehoe, Kerry S.	Boston	Equity Partner
Keldermans, Francis L.	Chicago	Equity Partner
Kelly, Christopher G.	New York	Equity Partner
Kennicott, Donald	Atlanta	Equity Partner
Kiernan, Paul J.	Washington	Equity Partner
Kilmer, Paul F.	Washington	Equity Partner
Kimbro, Bradford D.	Tampa	Equity Partner
Kinasz, Thomas J.	Chicago	Equity Partner
Knight Duensing, Tammy	Ft Lauderdale	Equity Partner
Kolos, Chris N.	Orlando	Equity Partner

Kominers, William	Bethesda	Equity Partner
Korchin, Judith M.	Miami	Equity Partner
Koren, Edward F.	Tampa	Equity Partner
Krumholz, Joshua C.	Boston	Equity Partner
Labate, Robert J.	Chicago	Equity Partner
Lake, Elizabeth A.	San Francisco	Equity Partner
Lane, William R.	Tampa	Equity Partner
Lang, Robert H.	Chicago	Equity Partner
Lannon, Paul G.	Boston	Equity Partner
Lansner, Ruth L.	New York	Equity Partner
Lapatin, Philip S.	Boston	Equity Partner
Lawrence, Frank R.	Los Angeles	Equity Partner
Lefere, Marie	Ft Lauderdale	Equity Partner
Lepore, Ralph T.	Boston	Equity Partner
Levine, Jack A.	Tampa	Equity Partner
Levine, Jerome L.	Los Angeles	Equity Partner
Levitan, Shari A.	Boston	Equity Partner
Liebesman, Lawrence R.	Washington	Equity Partner
Long, Mary C.	Boston	Equity Partner
Loring, Bruce D.	Chicago	Equity Partner
Lotterhos, Fred J.	Jacksonville	Equity Partner
MacCullough, Kara L.	Miami	Equity Partner
Mackenzie, Dominic C.	Jacksonville	Equity Partner
MacKichan, Robert C.	Washington	Equity Partner
MacLeod, Scott R.	Orlando	Equity Partner
Mahony, Ieuan G.	Boston	Equity Partner
Main, James L.	Jacksonville	Equity Partner
Mannix, Michael M.	Northern Virginia	Equity Partner
Manthei, Michael R.	Boston	Equity Partner
Marcus, Jonathan S.	Ft Lauderdale	Equity Partner
Matsakis, Elias N.	Chicago	Equity Partner
May, D B.	Tallahassee	Equity Partner
Mayer, James T.	Chicago	Equity Partner
Mayol Lopez, Juan	Miami	Equity Partner
McAleavey, Thomas M.	Orlando	Equity Partner
McAlpin, Louise	Miami	Equity Partner
McCorkhill, Charles G.	Chicago	Equity Partner
McDermott, James E.	Boston	Equity Partner
McDowell, Brian A.	Orlando	Equity Partner
McKendall, Miriam	Boston	Equity Partner
Meeder, Gregory R.	Chicago	Equity Partner
Mencio, George	Miami	Equity Partner
Mendelsohn, Stuart	Northern Virginia	Equity Partner
Michalowski, Mark C.	Boston	Equity Partner
Milano, Nicholas G.	Ft Lauderdale	Equity Partner
Miller, Morris H.	Tallahassee	Equity Partner
Miner, Martin P.	New York	Equity Partner
Mittleman, Jeffrey W.	Boston	Equity Partner
Monaghan, John J.	Boston	Equity Partner
Monchamp, Amanda J.	San Francisco	Equity Partner
Mosner, Anita M.	Washington	Equity Partner
Moss, Stephen B.	Ft Lauderdale	Equity Partner
Murdoch, Christopher J.	Chicago	Equity Partner
Murphy, Anne M.	Chicago	Equity Partner
Mutryn, William J.	Northern Virginia	Equity Partner
Myers, Christopher A.	Northern Virginia	Equity Partner

Naftalin, Charles R.	Washington	Equity Partner
Neff, A G.	Orlando	Equity Partner
Nesbitt, La Fonte	Washington	Equity Partner
Newman, Michael B.	San Francisco	Equity Partner
Newman, Scott	West Palm Beach	Equity Partner
Nichols, Tracy A.	Miami	Equity Partner
Nilles, Kathleen M.	Washington	Equity Partner
Norton, Matthew E.	Chicago	Equity Partner
Oberto, Kathryn W.	Orlando	Equity Partner
Oleynik, Ronald A.	Washington	Equity Partner
Page, Frederick D.	Jacksonville	Equity Partner
Park, James A.	Orlando	Equity Partner
Pearce, George M.	Chicago	Equity Partner
Perry, David L.	West Palm Beach	Equity Partner
Piels, William B.	San Francisco	Equity Partner
Pritchard, John F.	New York	Equity Partner
Pupo, Roberto R.	Miami	Equity Partner
Quin, Whayne S.	Washington	Equity Partner
Redmond, Richard A.	Chicago	Equity Partner
Reitzfeld, Alan D.	New York	Equity Partner
Rohn, Frederick	New York	Equity Partner
Rollins, James H.	Atlanta	Equity Partner
Ross, Bruce S.	Los Angeles	Equity Partner
Rubinger, Jeffrey L.	Ft Lauderdale	Equity Partner
Salaman, Alban L.	Washington	Equity Partner
Scanlon, Tara A.	Washington	Equity Partner
Schiff, Janis L.	Washington	Equity Partner
Seay, James E.	Orlando	Equity Partner
Sellers, Lawrence E.	Tallahassee	Equity Partner
Seul, Jeffrey R.	Boston	Equity Partner
Shapiro, Mark L.	Chicago	Equity Partner
Shapiro, Stephen B.	Washington	Equity Partner
Sheely, Sean C.	New York	Equity Partner
Sherman, William B.	Ft Lauderdale	Equity Partner
Shimberg, James H.	Tampa	Equity Partner
Sikorski, Gerry E.	Washington	Equity Partner
Silver, David C.	Washington	Equity Partner
Singleton, David R.	Tampa	Equity Partner
Sirven, Jose E.	Miami	Equity Partner
Skallas, A T.	Chicago	Equity Partner
Skelton, Patrick W.	Tampa	Equity Partner
Sloan, David S.	Boston	Equity Partner
Small, Daniel I.	Boston	Equity Partner
Smeallie, James D.	Boston	Equity Partner
Smith, Colin P.	Chicago	Equity Partner
Smith, Lee S.	Orlando	Equity Partner
Smith, Robert H.	Miami	Equity Partner
Snively, Stephen W.	Orlando	Equity Partner
Sonberg, Steven	Miami	Equity Partner
Sorondo, Rodolfo	Miami	Equity Partner
Spelliscy, MJ M.	New York	Equity Partner
Spitzer, M J.	New York	Equity Partner
Stephens, Richard B.	Lakeland	Equity Partner
Stephenson, Andrew W.	Washington	Equity Partner
Stern, Jeffrey B.	Washington	Equity Partner
Stevens, William M.	Chicago	Equity Partner

Stutts, Charles L.	Tampa	Equity Partner
Subin, Ben W.	Orlando	Equity Partner
Teichner, Lee P.	Miami	Equity Partner
Tenev, Jovi	New York	Equity Partner
Theberge, John E.	Washington	Equity Partner
Tiedemann, Charles W.	Washington	Equity Partner
Tobin, Charles D.	Washington	Equity Partner
Tofil, Lisa V.	Washington	Equity Partner
Toriello, John M.	New York	Equity Partner
Turra, Melissa S.	Jacksonville	Equity Partner
Vafidis, Matthew P.	San Francisco	Equity Partner
Varick, Steven B.	Chicago	Equity Partner
Varner, Joseph H.	Tampa	Equity Partner
Vasios, Harold B.	New York	Equity Partner
Vogel, Edward W.	Lakeland	Equity Partner
Volinski, Benjamin	Boston	Equity Partner
Vonbergen, Mark A.	Portland	Equity Partner
Vyverberg, Robert W.	Chicago	Equity Partner
Walker, Karen D.	Tallahassee	Equity Partner
Warram, Robert A.	Tampa	Equity Partner
Wechselblatt, Eric	Northern Virginia	Equity Partner
Weinberger, Mel S.	Washington	Equity Partner
Weiss, Alan M.	Jacksonville	Equity Partner
Weiss, Christopher J.	Orlando	Equity Partner
Wheeler, George Y.	Washington	Equity Partner
Whitebread, Joseph B.	Washington	Equity Partner
Whitestone, David C.	Washington	Equity Partner
Wiener, Keith M.	Atlanta	Equity Partner
Williams, Richard T.	Los Angeles	Equity Partner
Wilson, William B.	Orlando	Equity Partner
Wing, James D.	Miami	Equity Partner
Winter, Richard R.	Chicago	Equity Partner
Wolk, Lawrence J.	New York	Equity Partner
Woodrow, Thomas R.	Chicago	Equity Partner
Wright, Douglas A.	Tampa	Equity Partner
Wright, Steven	Boston	Equity Partner
Yadley, Barbara M.	Tampa	Equity Partner
Yanofsky, Richard M.	Boston	Equity Partner
Yates, Leighton D.	Orlando	Equity Partner
Zanger, Larry M.	Chicago	Equity Partner
Zarin, Donald J.	Washington	Equity Partner
Zdeb, Michael J.	Chicago	Equity Partner
Zhang, Hongjun	Washington	Equity Partner
Zimmer, Thomas A.	San Francisco	Equity Partner

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of award of Contract No. 110158-PH, Tax Credit Accounting Consultant for Services for the Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Office of Economic and Urban Development - Award recommended to: THE REZNICK GROUP (Not-to-Exceed $90,000 - City Facilities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $90,000
Funding Source: City Facilities CPF
Dept./Division: Office of Economic and Urban Development

PURPOSE/BACKGROUND:
This contract is one of two contracts that provide for consulting services to monetize historic and new market tax credits for the Museum of Organized Crime and Law Enforcement. The company's fees will be paid from the proceeds of a successful transaction closing.

PCC: P. Hoffman
POC: Joel Cohn - (410) 895-7820

RECOMMENDATION:
That City Council approve award of Contract No. 110158-PH, Tax Credit Accounting Consultant for Services for the Museum of Organized Crime and Law Enforcement to The Reznick Group in the not-to-exceed amount of $90,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 110158-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR TAX CREDIT ACCOUNTING CONSULTANT SERVICES FOR THE MUSEUM OF ORGANIZED CRIME AND LAW ENFORCEMENT

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 THE REZNICK GROUP, P.C. (hereinafter the "Company") having its principal office located at 500 East Pratt Street, Suite 200, Baltimore, Maryland 21202.

SECTION A – Contract Form

The subject matter of this Contract is the provision of syndication consulting, transaction advisory services and compilation services.

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 E, which is binding and effective only upon execution by the City and the Company.

(g) *"Credits"* means federal rehabilitation tax credit and New Markets Tax Credit (NMTC)

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

(i) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(j) *"Project"* means the Museum of Organized Crime and Law Enforcement, located at 300 Stewart Avenue, Las Vegas, Nevada 89101.

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

(l) *"Transaction"* means the monetization of federal historic tax credits and New Markets Tax Credits for the Project.

B-2 Contract Type

The Contract type is Firm Fixed Price, Not to Exceed (NTE). This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) Payment Schedule. The City will pay the Company for services performed at fixed labor rates as shown below in Section B-3 (b), and reimburse the Company at cost for allowable expenses, in amounts not exceeding the following:

Item No.	Description	NTE Amount
1	Professional Services	$85,000
2	Reimbursable Expenses	$ 5,000

Fees shall be invoiced when services are complete and the Transaction has closed, or on the abandonment of the Transaction.

The Company shall provide written notification to the City when it has reached 85 percent (85%) of the NTE amount. If the Company believes the work cannot be completed within the NTE amount, it shall provide a revised budget estimate.

(b) Labor Rates. The City will pay the Company a fixed hourly labor rate for actual time worked, in accordance with the following rates:

Senior Principal	$525.00 per hour
Senior Manager	$425.00 per hour
Manager	$375.00 per hour
Senior Associate	$250.00 per hour
Associate	$200.00 per hour

(c) Other Reimbursable Expenses. The City will reimburse the Company for reasonable expenses incurred in the performance of Contract services, such as printing and postage costs. The company will invoice such expenses at cost with no mark-up.

B-4 Invoices

(a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:

(i) the date of the invoice;
(ii) the Contract Item against which charges are made;
(iii) performance dates covered;
(iv) receipts for Reimbursable Expenses:

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

Department of Economic and Urban Development
attn: David Bratcher
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

(b) A representative of the Company shall sign and certify the invoice in the following manner: "I hereby certify, under penalty of perjury, that the above invoice is just and correct and that reimbursement for such expenses listed on this invoice has not been previously received from the City of Las Vegas or any other source."

B-5 Performance Period/Delivery Schedule

(a) The performance period commences from Award Date and continues through the completion of services provided, anticipated to be on or before June 1, 2011.

SECTION C – Statement of Work

C-1 Syndication Consulting

The Company shall provide services related to the Transaction in order to ensure:
(a) Maximization of net proceeds from the Transaction
(b) Timely closing with the lowest overall Transaction cost
(c) Minimization of economic risk and tax impact to the City resulting from the contributions of the equity investment

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In addition, the Company shall advise the City of certain business issues and tax risks that may not be evident in a letter of interest or term sheet.

C-2 Transaction Advisory Services

The Company shall advise and consult regarding financial and tax aspects of structuring the Transaction. In addition, the Company shall review the appropriate documents associated with the Transaction for conformance with the financial projections. The Company's advisory services shall include the following:

(a) Develop and advise on the Transaction structure, working cooperatively with tax and business counsel and other advisors.
(b) Evaluate application of the at-risk rules and credit pass through rules
(c) Evaluate development costs to appropriately maximize qualified rehabilitation expenditures.
(d) Evaluate annual reserves and other accounts as they relate to the Non-Qualified Financial Property Test.
(e) Evaluate the reasonable expectations criteria against the proposed Transaction.
(f) Evaluate investor basis issues to negate the risk of tax credit recapture or tax loss reallocations.
(g) Address partner allocation rules.
(h) Address related party concerns of Community Development Entities.
(i) Provide true debt analysis.
(j) Evaluate related party fee agreements, if applicable, and address the tax implications to the City.
(k) Advise on other tax issues related to the Transaction, as those issues arise.
(l) Participate in working group conference calls and respond to various questions ad concerns by the other Transaction participants and stakeholders.
(m) Evaluate and make recommendations related to the structure of the Transaction to be certain it aligns with the City's goals.

C-3 Compilation Services

The Company shall compile, in accordance with standards established by the American Institute of Certified Public Accountants (AICPA), from information the City provides, the financial projections of the Project.

A compilation of a financial projection involves assembling the projection based on the City's assumptions and performing certain procedures with respect to the projection without expressing an audit opinion on the assumptions underlying it. A financial projection presents, to the best of the Company's knowledge and belief, the City's expected results of operations for the projection period, based on hypothetical assumptions supported by the City. It is based on the City's assumptions, reflecting conditions expected to exist and the course of actions expected to be taken during the projection period assuming such hypothetical assumptions.

The City is responsible for representations about its plan and expectations and for disclosure of significant information that might affect the ultimate realization of the projected results. There will usually be differences between projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. The Company's projections report will contain a statement to that effect. The Company will have no responsibility to update the projections report for events and circumstances occurring after the date of the report. If the City intends to reproduce and publish the projections and the Company's report thereon, they must be reproduced in their entirety and must be submitted to the Company for approval.

A separate engagement letter fully compliant with rules promulgated by the AICPA will be necessary, but the summary in this section describes the key elements of that engagement. No additional fees will be required with the engagement letter. Due to the fact that the information in the engagement letter must be dated as of the date of the final assumptions, the engagement letter shall not be completed at this time.

C-2 City Responsibilities

The City shall provide to the Company, as requested:

(a) An updated development budget, as detailed as possible, and the timing of when these expenditures were or are expected to be incurred;
(b) Updated sources of development funds, and the timing of when such funds are available; and
(c) Revenue and expense projection for the operation of the facility.

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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:	Reznick Group, P.C. 500 East Pratt Street, Suite 200 Baltimore, MD 21202-3100 Fax: (410) 727-0460

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

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

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

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

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates David Bratcher 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 Joel Cohn 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 or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract are exclusively the property of the City.

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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.

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 and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and, in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract, and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

(b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company specifying the extent and effective date of 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 reasonable substantiating documentation if 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 costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

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

(i) Perform the services under Section C, including, if applicable, delivering any required 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 material provisions of this Contract.

JDC

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

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any reasonable excess costs for those services or goods. However, the Company shall continue to perform, and the City shall continue to pay for, any 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.

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, to the extent feasible, continue with its performance and the City shall continue to pay according to the terms of the Contract.

E-5 Insurance: [R]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance to Insurance Tracking Services, Inc. (ITS) the City's authorized representative on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

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

(iii) Professional Liability Insurance of limits not less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

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(b) The Company shall deliver certificate(s) of insurance in ACORD form indicating that such coverage required by this Contract is in effect to Insurance Tracking Services, Inc. (ITS), the City's authorized representative, prior to and as a condition of award of this Contract. All policy certificates are required to be issued by an agent authorized by that insurer and licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. Upon request, the Company shall annually provide ITS with certificate(s) of insurance as evidence that all insurance requirements have been met. The Company shall provide ITS with 30 day advance notice of material policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested". Cancellation for non-payment of premium shall be in accordance with the laws in effect in the state of Maryland.

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

(c) Except for the certificate evidencing professional liability coverage and industrial/worker's compensation coverage, 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 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.

(d) Aside from Professional Liability, 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 and terminate the Contract if the breach is not remedied, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor 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 specified above, and as required in this paragraph.

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

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

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

E-6 Assignment [R]

The City may at any time, by written notice to the Company in accordance with Section D-1 (Legal Notice) above, assign all rights, responsibilities and obligations under this Contract to the 300 Stewart Avenue Corporation, a Nevada non-profit Corporation.

Apart from the above, 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 other than the above-mentioned assignment to the 300 Stewart Avenue Corporation shall not relieve any party of its obligations under this Contract.

E-7 Indemnification [R]

(a) The Company shall protect, indemnify and hold the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions,

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decrees, judgments or other forms of liability (including reasonable attorney fees and court costs related thereto) (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 involving negligence or willful misconduct on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, unless such indemnification is determined to be in violation of the applicable independence rules as determined by the AICPA. Notwithstanding anything contained in this section, Company's obligation to indemnify shall not extend to Liabilities resulting from City's negligence or willful misconduct.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and, in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all reasonable direct and reasonable incidental costs, including attorney's fees and court costs, to the Company.

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

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

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

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

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

E-10 Audit of Records [R]

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

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breach of this Agreement. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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.

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 and all supporting documents are deemed to be public records.

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

(a) All information including, but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing 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 or destroy all confidential information supplied by the City, together with all copies and extracts. The Company may retain one copy of the confidential information for the purpose of complying with any applicable professional and/or regulatory record retention requirements.

(b) The confidentiality requirements shall not apply where (i) 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, if permitted to, notify the City, and City, in its sole discretion, may seek to quash the demand.

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

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

Neither party may publish or sell any information from or about this Contract without the prior written consent of the other party. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

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

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

E-21 Changes – Fixed-Price Services [R]

(a) The City may at any time make reasonable 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 a reasonable 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.

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

(e) Failure to agree to any adjustment in Contract price or delivery schedule 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 unless the Company objects to the change for reasons other than the amount of adjustment to Contract price or unless the change exceeds current capabilities of the Company.

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

E-22 Counterpart Signatures [CAO-9/24/08]

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

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-15-11
Deputy City Attorney Date

REZNICK GROUP, P.C.

JOEL COHN, CPA, Principal

"Company"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
Name: Reznick Group, P.C.	Accounting Consultant Services for Mob Museum Tax Credits
Address: 7700 Old Georgetown Road, Suite 400 Bethesda, Maryland 20814	
Telephone: (301) 652-9100	
EIN or DUNS 52-1088612	Contract # 110158-PH

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.	Please see attached list		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 2

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

March 17, 2010
Date

Subscribed and sworn to before me this 17TH day of March, 2011

_____
Notary Public

ANNA M. SMITH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 12/1/2015

Disclosure of Ownership
and Principals

Name	Title	Business Address	Busines phone
Alainchar-Bocar, Ahamadou	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Baggett, Kenneth E	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Banda, Frank	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Beck, Michael C	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Belfonte, Winell	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Bender, Timothy G	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Berkowitz, Len	Principal	260 Franklin Street, Ste. 710, Boston, MA 02110	(617) 330-9102
Birmingham, Craig	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Blocker, Amy M	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Bloomberg, Gregg E	Principal	1888 Century Park East, Ste. 500, Los Angeles, CA 90067	(310) 843-9700
Boone, Melissa W	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Breazeale, Katy J	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Carrington, Edwina P	Principal	100 Congres Ave., Ste. 480, Austin, TX 78701	(512) 494-9100
Carter, Cheryl	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Castelli, Alexander F	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Chettiar, Krishnan	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Cohen, Anton J	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Cohn, Joel	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Copeman, Frederick	Principal	260 Franklin Street, Ste. 710, Boston, MA 02110	(617) 330-9102
Cornblatt, Philip	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Cronin, Bob	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Cumming, Michael	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Cunningham, Jeffrey	Principal	4711 W. Golf Road, Ste. 200, Skokie, IL 60076	(847) 324-7500
Donohue, Ken	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Dowd, Jeff J	Principal	4711 W. Golf Road, Ste. 200, Skokie, IL 60076	(847) 324-7500
Einstein, Mark J	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Ely, Bonnie	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Farb, Scott	Principal	1888 Century Park East, Ste. 500, Los Angeles, CA 90067	(310) 843-9700
Fassett, Thomas	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Ferguson, Matthew	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Fox, Daniel	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Gomez, Nelson D	Principal	4711 W. Golf Road, Ste. 200, Skokie, IL 60076	(847) 324-7500
Gross, Jonathan M	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Guber, Rise' Bilmes	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Hahn, Jonette D	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Hammond, Michael K	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Harrison, Cherrie M	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Hodgson, Peter M	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Hooley, Mark A	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Hudson, Wesley P	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Hutchison Jr., Frederick G.	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Isaacson, Lee Eric	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Jones, Eric	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Kanis, Lester	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Kemper, Timothy	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Kenney, Daniel	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Kessler, David A	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Kimm, Terence	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Kitchen, Allan C	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Klenovich, George	Principal	4711 W. Golf Road, Ste. 200, Skokie, IL 60076	(847) 324-7500
Langlais, Wendy	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Lusk Jr., Edward E	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Mackey, John	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Mahan, Richard L	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Mahon, Christopher	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700

Disclosure of Ownership
and Principals

Name	Title	Business Address	Busines phone
Mallis, R. Hampton	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Martinko, James	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Matthews Renee	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Mullen, Beth A	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Newland, Julie E	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Nice, Thomas C	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Nimey, Donald	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Northcutt, Joshua D	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Norton, David G	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Norwood, Mary Elizabeth	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
O'Shea, Susan	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Paula, Henry	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Perlow, Gary C	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Peterson, Jeanne	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Phillips, Russell	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Podnos, Marc W	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Portal, Anthony V	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Price, Joyce	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Raffensperger, Paul S	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Reale, Lorraine	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Reinholz, Christopher	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Remeikis, Gregory M	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Reznick, David	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Richman, Bruce	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Riley Jr, William T	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Rodebaugh, Mark H	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Royster, Sheslie D	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Ryan, Edward	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Sanders, Ernest	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Schaefer, Richard	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Schrantz, Anne	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Scruggs, Renee Gutterman	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Shumrak, Stephen	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Silverman, Ivan	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Sipe, John	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Smith, Karen	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Solomon, Brent S	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Stille, Matthew	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Sturn, Kurt	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Szeliga, Scott	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Thomas, Christopher N	Principal	100 Congres Ave., Ste. 480, Austin, TX 78701	(512) 494-9100
Tilling, William T	Principal	260 Franklin Street, Ste. 710, Boston, MA 02110	(617) 330-9102
Voloshen, Rhea Lynn	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Walker, Ronald	Principal	260 Franklin Street, Ste. 710, Boston, MA 02110	(617) 330-9102
Weinstein, Ira D	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
White, Gail	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Winter, Kelli	Principal	100 Congres Ave., Ste. 480, Austin, TX 78701	(512) 494-9100
Wolff, Kurtis A	Principal	2002 Summit Blvd , Ste.1000, Atlanta, GA 30319	(404) 847-9447
Woodbury, John T	Principal	4711 W. Golf Road Ste. 200, Skokie, IL 60076	(847) 324-7500
Worrall, Daniel	Principal	2002 Summit Blvd Ste.1000, Atlanta, GA 30319	(404) 847-9447

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
Name: Reznick Group, P.C.	Accounting Consultant Services for Mob Museum Tax Credits
Address: 7700 Old Georgetown Road, Suite 400 Bethesda, Maryland 20814	
Telephone: (301) 652-9100	
EIN or DUNS 52-1088612	Contract # 110158-PH

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.	Please see attached list		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 2

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

March 17, 2010
Date

Subscribed and sworn to before me this 17TH day of March, 2011

_____
Notary Public

ANNA M. SMITH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires 12/1/2015

Disclosure of Ownership
and Principals

Name	Title	Business Address	Busines phone
Alainchar-Bocar, Ahamadou	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Baggett, Kenneth E	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Banda, Frank	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Beck, Michael C	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Belfonte, Winell	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Bender, Timothy G	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Berkowitz, Len	Principal	260 Franklin Street, Ste. 710, Boston, MA 02110	(617) 330-9102
Birmingham, Craig	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Blocker, Amy M	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Bloomberg, Gregg E	Principal	1888 Century Park East, Ste. 500, Los Angeles, CA 90067	(310) 843-9700
Boone, Melissa W	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Breazeale, Katy J	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Carrington, Edwina P	Principal	100 Congres Ave., Ste. 480, Austin, TX 78701	(512) 494-9100
Carter, Cheryl	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Castelli, Alexander F	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Chettiar, Krishnan	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Cohen, Anton J	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Cohn, Joel	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Copeman, Frederick	Principal	260 Franklin Street, Ste. 710, Boston, MA 02110	(617) 330-9102
Cornblatt, Philip	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Cronin, Bob	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Cumming, Michael	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Cunningham, Jeffrey	Principal	4711 W. Golf Road, Ste. 200, Skokie, IL 60076	(847) 324-7500
Donohue, Ken	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Dowd, Jeff J	Principal	4711 W. Golf Road, Ste. 200, Skokie, IL 60076	(847) 324-7500
Einstein, Mark J	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Ely, Bonnie	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Farb, Scott	Principal	1888 Century Park East, Ste. 500, Los Angeles, CA 90067	(310) 843-9700
Fassett, Thomas	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Ferguson, Matthew	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Fox, Daniel	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Gomez, Nelson D	Principal	4711 W. Golf Road, Ste. 200, Skokie, IL 60076	(847) 324-7500
Gross, Jonathan M	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Guber, Rise' Bilmes	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Hahn, Jonette D	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Hammond, Michael K	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Harrison, Cherrie M	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Hodgson, Peter M	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Hooley, Mark A	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Hudson, Wesley P	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Hutchison Jr., Frederick G.	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Isaacson, Lee Eric	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Jones, Eric	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Kanis, Lester	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Kemper, Timothy	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Kenney, Daniel	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Kessler, David A	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Kimm, Terence	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Kitchen, Allan C	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Klenovich, George	Principal	4711 W. Golf Road, Ste. 200, Skokie, IL 60076	(847) 324-7500
Langlais, Wendy	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Lusk Jr., Edward E	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Mackey, John	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Mahan, Richard L	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Mahon, Christopher	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700

Disclosure of Ownership
and Principals

Name	Title	Business Address	Busines phone
Mallis, R. Hampton	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Martinko, James	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Matthews Renee	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Mullen, Beth A	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Newland, Julie E	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Nice, Thomas C	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Nimey, Donald	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Northcutt, Joshua D	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Norton, David G	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Norwood, Mary Elizabeth	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
O'Shea, Susan	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Paula, Henry	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Perlow, Gary C	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Peterson, Jeanne	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Phillips, Russell	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Podnos, Marc W	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Portal, Anthony V	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Price, Joyce	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Raffensperger, Paul S	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Reale, Lorraine	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Reinholz, Christopher	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Remeikis, Gregory M	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Reznick, David	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Richman, Bruce	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Riley Jr, William T	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Rodebaugh, Mark H	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Royster, Sheslie D	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Ryan, Edward	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Sanders, Ernest	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Schaefer, Richard	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Schrantz, Anne	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Scruggs, Renee Gutterman	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Shumrak, Stephen	Principal	400 Capitol Mall, Ste. 900, Sacramento, CA 95814	(916) 442-9100
Silverman, Ivan	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Sipe, John	Principal	8045 Leesburg Pike, Ste. 300, Vienna, VA 22182	(703) 744-6700
Smith, Karen	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Solomon, Brent S	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Stille, Matthew	Principal	525 N. Tryon Street, Ste. 1000, Charlotte, NC 28202	(704) 332-9100
Sturn, Kurt	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Szeliga, Scott	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
Thomas, Christopher N	Principal	100 Congres Ave., Ste. 480, Austin, TX 78701	(512) 494-9100
Tilling, William T	Principal	260 Franklin Street, Ste. 710, Boston, MA 02110	(617) 330-9102
Voloshen, Rhea Lynn	Principal	7700 Old Georgetown Road, Ste. 400, Bethesda, MD 20814	(301) 652-9100
Walker, Ronald	Principal	260 Franklin Street, Ste. 710, Boston, MA 02110	(617) 330-9102
Weinstein, Ira D	Principal	500 East Pratt Street, Ste. 200, Baltimore, MD 21202	(410) 783-4900
White, Gail	Principal	2002 Summit Blvd., Ste.1000, Atlanta, GA 30319	(404) 847-9447
Winter, Kelli	Principal	100 Congres Ave., Ste. 480, Austin, TX 78701	(512) 494-9100
Wolff, Kurtis A	Principal	2002 Summit Blvd , Ste.1000, Atlanta, GA 30319	(404) 847-9447
Woodbury, John T	Principal	4711 W. Golf Road Ste. 200, Skokie, IL 60076	(847) 324-7500
Worrall, Daniel	Principal	2002 Summit Blvd Ste.1000, Atlanta, GA 30319	(404) 847-9447

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval to create one regular full-time Maintenance Worker II position to maintain the Neighborhood Stabilization Program City-owned properties ($58,120 Salary + Benefits – Neighborhood Stabilization Program Funds)

Fiscal Impact

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

Amount: $58,120 + benefits
Funding Source: Neighborhood Stabilization Program Funds
Dept./Division: EUD/Neighborhood Development

PURPOSE/BACKGROUND:
Through the Neighborhood Stabilization Program (NSP) funding approved by City Council November 19, 2008, the city purchased 128 properties for rehabilitation to sell or rent to income qualified households. While waiting for rehabilitation, the properties must be inspected for their condition through drive-bys, maintained, and utility turn on arranged. Additionally, property violations reported by Homeowner Associations (HOAs) must be rectified within limited time constraints or the city faces fines. Currently, the Department is utilizing a Maintenance Worker II lent from another department to perform this work. However, with the advent of NSP3; and the anticipation of purchasing more properties while maintaining the current city-owned stock until the properties are rehabilitated and either sold or rented, the Department will require a full-time Maintenance Worker II paid through NSP grant administrative funds. The position will cease to exist when the grant funds are exhausted.

RECOMMENDATION:
Approval of the creation of a Maintenance Worker II position to be funded through the NSP administrative funds.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Declaration of Intent to Retain Easement for Pedestrian Access along the south side of McWilliams Drive and the west side of Encanto Drive for a portion of the Southeast Quarter (SE1/4) of Section 27, Township 20 South, Range 61 East, Mount Diablo Meridian, APN's 139-27-812-045 and 139-27-805-004 - Ward 5 (Barlow)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
The site is City owned property where the Neon Boneyard Park is being constructed. The Declaration of Intent will give notice to future owners of the premises that the City intends to retain a pedestrian access easement upon conveyance of the site.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Legal Description
2. Map Exhibit

A.P.N. 139-27-805-005, 139-27-812-045
PEDESTRIAN ACCESS EASEMENTS
ON CITY OF LAS VEGAS – NEON BONEYARD PROPERTY

EXPLANATION:

This legal description describes 3 parcels of land, for pedestrian access easement purposes, generally located near the intersection of McWilliams Drive and Encanto Drive.

LEGAL DESCRIPTION:

Those portions of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 27, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, also being portions of those parcels of land conveyed to the City of Las Vegas by that GRANT, BARGAIN, SALE DEED, recorded March 29, 1996 in Book 960329 as Instrument Number 02210 of Clark County, Nevada, Records, described as follows:

PARCEL 1 – APN 139-27-812-045, SOUTH PORTION OF EASEMENT ON WEST SIDE OF ENCANTO DRIVE

COMMENCING at the centerline intersection of ENCANTO DRIVE and McWILLIAMS DRIVE as shown on the REVERSIONARY FINAL MAP OF A PORTION OF BILTMORE ADDITION ANNEX NUMBER 3, on file in Book 140 of Plats, Page 69, of Clark County, Nevada, Records; thence along the centerline of said ENCANTO DRIVE, South 27°30'40" West, 145.00 feet; thence departing said centerline, North 62°29'20" West, 25.00 feet to the POINT OF BEGINNING on the westerly line of said ENCANTO DRIVE, also being the easternmost corner of LOT 14 in BLOCK 1 of the plat of BILTMORE ADDITION ANNEX NUMBER 3, on file in Book 2 of Plats, Page 48, of Clark County, Nevada, Records; thence along the westerly line of said ENCANTO DRIVE, South 27°30'40" West, 208.15 feet; thence departing said westerly line, North 20°21'05" East, 29.59 feet to a curve, concave southeasterly and having a radius of 40.00 feet; thence northeasterly along said curve through a central angle of 07°09'35" and an arc distance of 5.00 feet to a line parallel with and lying 4.00 feet westerly of the westerly line of said ENCANTO DRIVE; thence along said parallel line,

North 27°30'40" East, 173.80 feet to the northerly line of said LOT 14; thence along said northerly line, South 62°29'18" East, 4.00 feet to the POINT OF BEGINNING.

The above-described PARCEL 1 contains an area of 769 square feet, more or less.

PARCEL 2 – APN 139-27-805-005, NORTH PORTION OF EASEMENT ON WEST SIDE OF ENCANTO DRIVE

COMMENCING at the centerline intersection of ENCANTO DRIVE and McWILLIAMS DRIVE as shown on the REVERSIONARY FINAL MAP OF A PORTION OF BILTMORE ADDITION ANNEX NUMBER 3, on file in Book 140 of Plats, Page 69, of Clark County, Nevada, Records; thence along the centerline of said ENCANTO DRIVE, South 27°30'40" West, 145.00 feet; thence departing said centerline, North 62°29'20" West, 25.00 feet to the POINT OF BEGINNING on the westerly line of said ENCANTO DRIVE, also being the easternmost corner of LOT 14 in BLOCK 1 of the plat of BILTMORE ADDITION ANNEX NUMBER 3, on file in Book 2 of Plats, Page 48, of Clark County, Nevada, Records; thence along the westerly line of said ENCANTO DRIVE, North 27°30'40" East, 40.14 feet; thence South 38°50'39" West, 17.08 feet to a curve, concave southeasterly and having a radius of 33.00 feet; thence southwesterly along said curve through a central angle of 11°19'59" and an arc distance of 6.53 feet to a line parallel with and lying 4.00 feet westerly of the westerly line of said ENCANTO DRIVE; thence along said parallel line, South 27°30'40" West, 16.91 feet to the northerly line of said LOT 14; thence along said northerly line, South 62°29'18" East, 4.00 feet to the POINT OF BEGINNING.

The above-described PARCEL 2 contains an area of 120 square feet, more or less.

PARCEL 3 – APN 139-27-805-005, SOUTH SIDE OF McWILLIAMS DRIVE

COMMENCING at the centerline intersection of ENCANTO DRIVE and McWILLIAMS DRIVE as shown on the plat of REVERSIONARY FINAL MAP OF A PORTION OF

BILTMORE ADDITION ANNEX NUMBER 3, on file in Book 140 of Plats, Page 69, of Clark County, Nevada, Records; thence along the centerline of said McWILLIAMS DRIVE, North 62°29'20" West, 65.71 feet; thence departing said centerline, South 27°30'40" West, 25.00 feet to the POINT OF BEGINNING on the southerly line of said McWILLIAMS DRIVE; thence along said southerly line, North 62°29'20" West, 164.38 feet to a curve, concave southerly and having a radius of 15.00 feet; thence westerly along said curve through a central angle of 42°50'00" and an arc distance of 11.21 feet to a line parallel with and lying 4.00 feet southerly of the southerly line of said McWILLIAMS DRIVE; thence along said parallel line, South 62°29'20" East, 161.01 feet to a curve, concave northerly and having a radius of 25.00 feet; thence easterly along said curve through a central angle of 32°51'36" and an arc distance of 14.34 feet to the POINT OF BEGINNING.

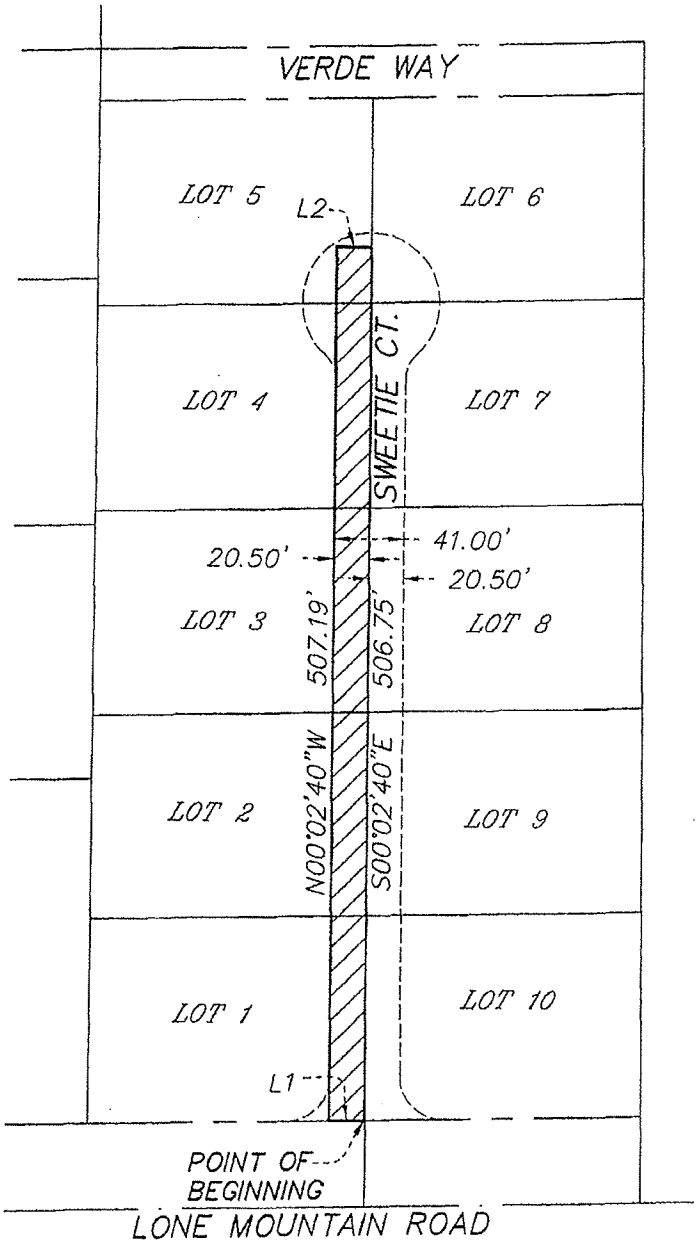
The above-described PARCEL 3 contains an area of 668 square feet, more or less.

The Basis of Bearings for this land description is North 27°30'40" East, being the centerline of ENCANTO DRIVE as shown on the plat of REVERSIONARY FINAL MAP OF A PORTION OF BILTMORE ADDITION ANNEX NUMBER 3, on file in Book 140 of Plats, Page 69, of Clark County, Nevada, Records.

The MAP EXHIBIT accompanying this land description is attached hereto and made a part hereof.

END OF DESCRIPTION

Written by:
Neil Wacaser
City of Las Vegas, Department of Public Works
731 South Fourth Street
Las Vegas, NV., 89101
(702) 229-2475
nwacaser@lasvegasnevada.gov



LINE	BEARING	DISTANCE
L1	S88°43'45"W	20.50'
L2	N89°57'20"E	20.50'

1" = 100'

EXHIBIT "B"
CLV-SSWR
PAGE 2 OF 2

WALLACE-MORRIS
SURVEYING, INC.
LAND SURVEY CONSULTING
5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Downtown Vintage Guitars, LLC subject to the provisions of the planning and fire codes, Location: 1106 South 3rd Street, Dates: April 8, 9, 15, 16, 22, 23, and 29, 2011, Type: Special Event General, Event: Singer Songwriter Competition, Responsible Person in Charge: Mark Castillo - 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 8:00 p.m. - 2:00 a.m. Estimated attendance is 30. Security provided by in house staff.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Las Vegas Celtic Society subject to the provisions of the fire code, Location: 9200 Tule Springs Road, Dates: April 16 and 17, 2011, Type: Special Event General, Event: Las Vegas Highland Games, Responsible Person in Charge: Vicki Priest - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 9:00 a.m. - 6:00 p.m. Estimated attendance is 4000. Security provided by City of Las Vegas Marshals.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for NV Wolc Corporation, Location: Luca's Cafe & Deli, 231 South 3rd Street, Suite 110, Date: April 16, 2011, Type: Special Event General, Event: Huelga de Dolores, Responsible Person in Charge: Alberto Wolcoff - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 6:30 p.m. - 2:00 a.m. Estimated attendance is 80. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Beer/Wine/Cooler Off-sale License, Fresh & Easy Neighborhood Market Inc., dba Fresh & Easy Neighborhood Market (Non-operational), 3489 East Owens Avenue, Timothy Mason, Dir, Pres, Mary Kasper, Secy, and Remco Waller, Dir, Treas - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Beer/Wine/Cooler Off-sale License, Fresh & Easy Neighborhood Market Inc., dba Fresh & Easy Neighborhood Market (Non-operational), 4580 West Sahara Avenue, Timothy Mason, Dir, Pres, Mary Kasper, Secy, and Remco Waller, Dir, Treas - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Beer/Wine/Cooler Off-sale License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Corporate Name and Change of Business Name for a Package License, From: King Ranch Markets Inc., dba King Ranch Market, To: Marketon, Inc., dba Marketon, Store #2, 755 North Nellis Boulevard, Constantino Miguel, Pres, 75%; William Miguel, Secy, Treas, 25%; and Alice Miguel, Trustee - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Corporate Name and Change of Business Name for a Package License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Corporate Name and Change of Business Name for a Package License, From: King Ranch Markets Inc., dba King Ranch Market, To: Marketon, Inc., dba Marketon, Store #1, 840 North Decatur Boulevard, Constantino Miguel, Pres, 75%; William Miguel, Secy, Treas, 25%; and Alice Miguel, Trustee - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Corporate Name and Change of Business Name for a Package License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Ownership and Change of Business Name for a Package License, From: American Drug Store Inc., dba Sav On Drugs 9089 (Non-operational), To: Nora's Wine Bar & Osteria, LLC, dba Nora's Wine Bar & Osteria Dining (Non-operational), Giuseppe Maura, Managing Mmbr, 50% and Salvatore Maura, Managing Mmbr, 50% - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Ownership and Change of Business Name for a Package License. Owner does not have a location at this time.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Tavern License for a Change of Ownership, Change of Business Name, and Change of Location, From: Fancy Nuts, LLC, dba Martinis (Non-operational), To: Mixed Nuts, LLC, dba Outside Inn, 9941 West Charleston Boulevard, William R. Phillips, Managing Mmbr, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary 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 report.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Restricted Gaming License, Mixed Nuts, LLC, dba Outside Inn, 9941 West Charleston Boulevard, William R. Phillips, Managing Mmbr, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary 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 report.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Tavern License for a Change of Ownership and Change of Business Name, From: SPE MD Holdings, LLC, dba Silverstone Golf Club, To: Par 72, LLC, dba Par 4 at Silverstone, 8600 Cupp Drive, Paul Jaramillo Family Trust, Paul Jaramillo, Mgr, Trustee; Jaramillo Family Trust; Chrissann Flatt, Shareholder and James Flatt, Shareholder, Mgr; The S & B Buckley Family Trust; and Robert Tyndall and Sydney N. Tyndall Family Trust - Ward 6 (Ross)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License for a Change of Ownership and Change of Business Name, From: Jack Young, LLC, dba Royal Thai, To: Prachatouch, LLC, dba Weera Thai Restaurant, 3839 West Sahara Avenue, Suite 9, Prachatouch Thonguthaisiri, Mgr, 100% - Ward 1 (Tarkanian)

Fiscal Impact

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

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

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Change of Ownership and Change of Location for a Martial Arts Instruction Business License subject to the provisions of the planning and fire codes, From: Marc Laimon, 2104 Highland Drive, To: Neoronin, LLC, dba Cobra Kai Jiu Jitsu, 1525 West Oakey Boulevard, Marc Laimon, Mgr, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Ownership and Change of Location for a Martial Arts Instruction Business License.

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

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of Amendment No. 1 to Highway Agreement No. P-093-10-063 between the City of Las Vegas and the Nevada Department of Transportation to change the scope of work to allow funding for bollard lights and on-street bike lanes along suggested routes for Vegas Verdes Elementary School and Hyde Park Middle School - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Amendment is to clarify language in the scope that allows "bollard lights" to be funded with the approved funding and it also allows on-street bike lanes to be funded with the approved funding as an alternative to the more costly off street multi-use path on one segment of the overall project in the event there is not enough funding.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment No. 1

Amendment No. 1 to
Highway Agreement No. P-093-10-063

This Amendment is made and entered into this _____ day of _____, _____, between the State of Nevada, Department of Transportation, hereinafter referred to as the DEPARTMENT, and City of Las Vegas, 400 East Stewart Avenue, Las Vegas, NV 89101, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, on May 14, 2010, the Parties entered into Agreement No. P-093-10-063 to delegate authority to the CITY to design, advertise, award and manage construction of a multi use trail, signing, lighting, striping, median islands, sidewalk and ADA improvements by Hyde Park Middle School, Vegas Verde Elementary and Wasden Elementary; and

WHEREAS, the City has requested and been approved for a change in the PROJECT scope.

WHEREAS, the Parties hereto desire to make certain amendments to Agreement No. P-093-10-063.

NOW, THEREFORE, the Parties agree as follows:

A. Attachment "A" is removed in its entirety and replaced with the attached Attachment "A-1".

B. All of the other provisions of Agreement No. P-093-10-063 shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, the above named Parties have hereunto set their hands and executed this Amendment on the date first written above.

CITY OF LAS VEGAS

Oscar B. Goodman
Mayor

Attest:

Beverly K. Bridges, MMC
City Clerk

Approved as to Form:

John S. Ridilla 3/9/11
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-1

SCOPE OF WORK
Hyde Park, Vegas Verdes and Wasden SRTS PROJECT

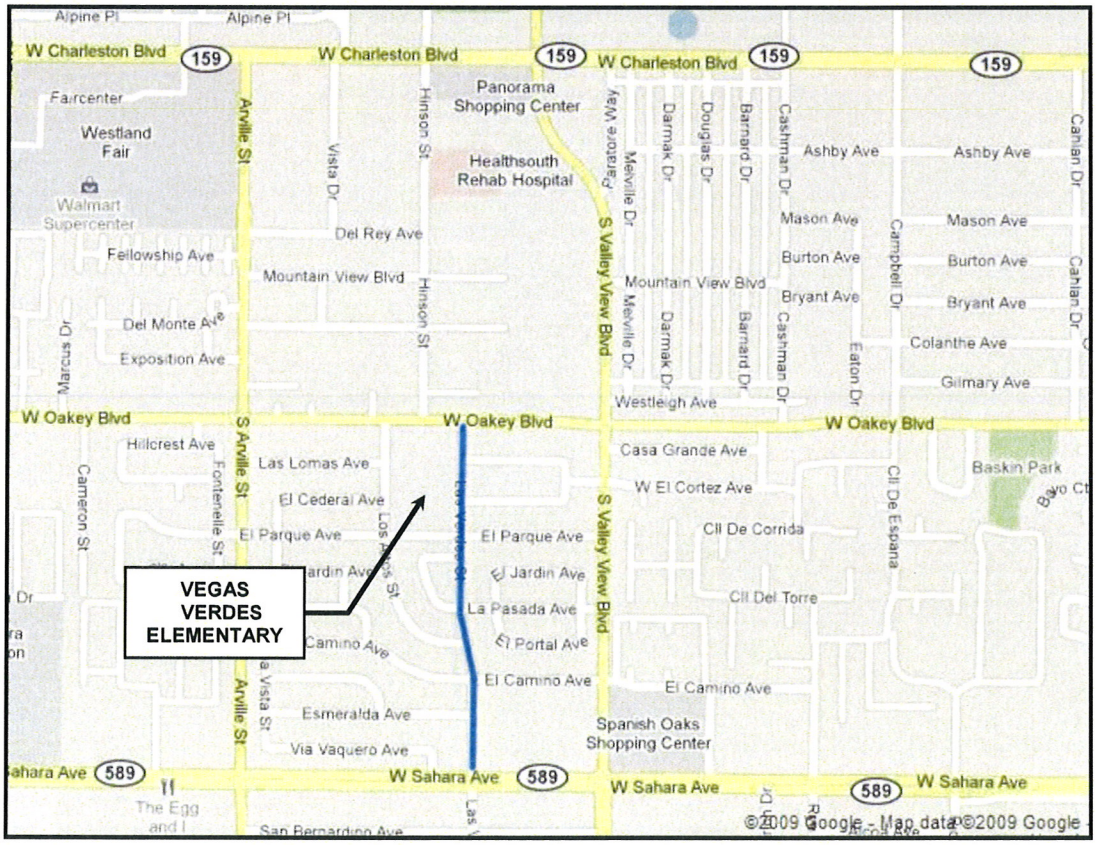
The PROJECT consists of the construction of a multi use trail along Oakey Blvd., Hinson St., Northstar St. and Fulton Pl. between Oakey Blvd. and Valley View Blvd. as depicted on the map below. Improvements will include signing, lighting, striping, sidewalk and ADA improvements

SHARED USE PATH



The Project also consists of the construction of two bike lanes on Las Verdes St. between Sahara Ave. and Oakey Blvd. as depicted on the map below. Improvements will include signing and striping.

BIKE LANE STRIPING

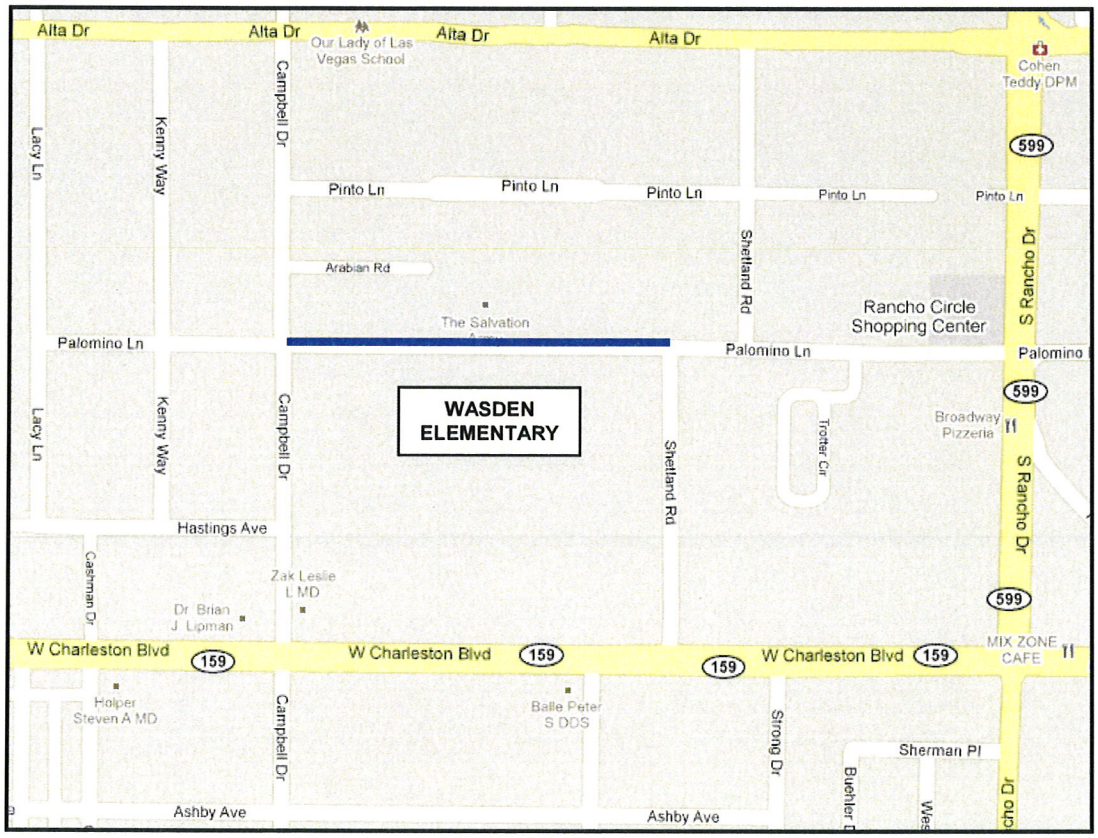


The project also consists of the construction of signing, striping, median islands, sidewalk and ADA improvements in front of Vegas Verdes Elementary School on Las Verdes St. from Oakey Blvd. to El Parque Ave. and Oakey Blvd. from Los Altos St. to 200' east of Las Verdes St., Hyde Park Middle School on Hinson St and Northstar St. and Wasden Elementary School on Palomino Ln. as depicted on the maps below.

HYDE PARK MIDDLE SCHOOL AND VEGAS VERDES ELEMENTARY



WASDEN ELEMENTARY



City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of a Facilities Relocation Agreement between the City of Las Vegas and Nevada Power Company, a Nevada corporation dba NV Energy, to cover the construction expenses associated with the NV Energy substation to allow construction of the Bonanza Trail and Valley View Boulevard projects ($746,310 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $746,310
Funding Source: SNPLMA
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is at 70% design phase for the Jones/Valley View Corridor Improvement project. The construction expenses associated with this Facilities Relocation Agreement will allow for the relocation of the existing NV Energy Substation block wall and existing overhead facilities located at the northeast corner of Valley View Boulevard and Alta Drive. This relocation work is needed as a result of the Bonanza Trail extension and roadway widening along Valley View Boulevard.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Facilities Relocation Agreement

FACILITIES RELOCATION AGREEMENT

This Facilities Relocation Agreement ("**Agreement**") is entered into by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Utility**") and City of Las Vegas, a municipal corporation of the State of Nevada, on behalf of its Department of Public Works ("**Applicant**"). Utility and Applicant are referred to herein individually as a "**Party**," and collectively as the "**Parties**."

RECITALS

(A) Utility owns and operates electric transmission and distribution facilities and provides electric service to the public in accordance with a tariff filed with the Public Utilities Commission of Nevada ("**Commission**").

(B) Utility holds certain Property Rights for the Facilities, which among other things permit Utility to locate and operate certain communication facilities and electric line systems for the distribution and transmission of electricity.

(C) Applicant and Utility are parties to the Design Cost Agreement dated September 2, 2010 ("**Design Cost Agreement**").

(D) Applicant proposes to develop the property commonly known as 309 South Valley View Boulevard, Las Vegas, Nevada, 89107, and further described as APN 139-31-602-003. Because the Development conflicts with the Facilities, Applicant has requested that Utility modify a portion of the Facilities currently located at the northeast corner of the Alta Drive and Valley View Boulevard intersection ("**Original Location**"). The modification might include a relocation of certain Facilities.

(E) Utility has determined that, in accordance with Rule 9, other applicable provisions in its Tariff Schedules, and this Agreement, it can modify its Facilities.

(F) Applicant agrees with Utility's proposed solution and agrees to pay all Costs associated with this Agreement.

(G) Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard, transmission use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

(H) Applicant acknowledges that Utility does not have an obligation to provide service to Applicant's Development until after Applicant resolves all conflicts between the Development and the Facilities and provides all necessary Property Rights – all at Applicant's expense and to Utility's satisfaction.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

FACILITIES RELOCATION AGREEMENT

AGREEMENT

1. DEFINITIONS

In addition to other terms defined elsewhere in this Agreement, when the following terms appear, whether used in the singular or plural, they have the following meanings.

1.1 Betterment: Any deviation, modification or upgrade to the Facilities or any modification of the Designs made primarily for the benefit and at the voluntary election of Utility.

1.2 Contributions in Aid of Construction ("**CIAC**"): Costs including, but not limited to, those referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

1.3 Costs: Direct and indirect costs attributable to the Project, including, but not limited to, those for permitting; satisfying condition(s) of a Permit(s); engineering; procurement; construction; repair; materials/equipment; surveys; labor; material/equipment acquisition, handling and storage; contractors and subcontractors; acquisition of Property Rights, escrow fees; contract termination or cancellation fees; administrative and general overheads such as "Allowance for Funds Used During Construction" (AFUDC); remediation of a Hazardous Material(s) or otherwise contaminated soil or environment at the work site; local, state and federal taxes and assessments; Tax Effect; litigation guarantees; appraisals; attorneys' fees and expenses; compensation for Property Rights (permanent and temporary); expenses associated with acquiring an easement(s) for the modified facilities whether through negotiation or a condemnation lawsuit(s); and, expenses associated with terminating or dismissing a condemnation lawsuit(s). Costs incurred by Utility in good faith prior to the execution of this Agreement are included within this definition.

1.4 Designs: Utility's Project plans showing the modifications to the Facilities. The Designs approved by the Parties, including Utility's civil improvement plans, substation grounding plans, distribution relocation plans, and transmission guy anchor relocation plans, are attached to this Agreement as Exhibit E.

1.5 Development: Applicant's project commonly known as the Valley View at Alta Drive Trail Modification and generally located at the northeast corner of Alta Drive and Valley View Boulevard intersection.

1.6 Effective Date: The last date on which this Agreement is signed by the Parties required to sign, as set forth in the signature blocks at the end of this Agreement.

1.7 Facilities: Utility's existing communication and electric line systems for the distribution and transmission of electricity commonly known as the Alta-Westside 69 kV transmission line, associated appurtenances, the underbuilt 12 kV distribution facilities, and the improvements for the Alta Substation that are located on the property.

1.8 Force Majeure: An event or condition that is beyond the control of the affected Party, that occurs without the fault or negligence of the affected Party, and that renders performance impossible or impractical. Force Majeure may include orders of government agencies, war, riots, acts of terrorism, sabotage, a Hazardous Material relating to the Work Area (defined in Section 13.1), civil insurrection, fires, floods, earthquakes, lightning, epidemics, weather, strikes, lock-outs, work stoppages or other labor difficulties (including a labor difficulty involving Utility's work force), and other events or conditions.

1.9 Hazardous Material: Any product, substance, chemical, material or waste whose presence, nature, quantity or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials is either: (A) potentially injurious to the public health, safety or welfare, or the environment; (B) regulated or monitored by any governmental authority; or (C) a basis for potential liability to any governmental agency or third party under any applicable Permit or Law.

1.10 Improvement Plans: Applicant's set of grading, detail, utility, and traffic drawings attached as Exhibit D to this Agreement.

1.11 In-Service Date: The date on which all modified Facilities are operational, having passed all required testing as part of Utility's electric system, as determined by Utility in its discretion.

1.12 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

1.13 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

1.14 Project: The engineering, inspection, survey, design, right-of-way work, procurement, permitting, construction and removal necessary to modify certain Facilities and associated appurtenances, as described in Section 2 and as further specified in Exhibit E.

1.15 Project Manager: The individual appointed by each Party to serve as the single point of contact for all issues relating to the Agreement.

1.16 Property Rights: Real property rights such as easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

1.17 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules and is the version in effect as of the Effective Date. The applicable provisions of Rule 9 apply to this Agreement.

1.18 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of the Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended from time to time. However, Rule 9 is the version in effect as of the Effective Date unless otherwise specified.

1.19 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for CIAC and Applicant's non-cash contributions that Applicant must pay in accordance with the Nevada Administrative Code (NAC) § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate effect in Rule 9 (as amended or supplemented) as of the In-Service Date.

1.20 Third-Party Attachments: Those attachments that are attached to or co-located with the Facilities.

2. PROJECT SCOPE

2.1 Utility's Scope of Work. Utility will, at Applicant's Cost, perform (or cause to be performed) the following in association with the Project:

(A) Modify distribution Facilities on the Property:

(1) Remove existing wood pole structure no. P64768.

(2) Replace existing wood pole structure no. P21778 with a new steel pole.

(3) Remove existing overhead conductor between pole structure nos. P21778 and P64768 and between pole structure nos. P64768 and P1000176.

(4) Install wood pole structure no. P1000176.

(5) Install risers at steel pole structure no. P21778 and wood pole structure no. P1000176.

(6) Install 60 feet (+/-) of primary distribution underground cable and associated underground facilities between steel pole structure no. P21778 and wood pole structure no. P1000176.

(B) Modify civil Facilities on the Property:

(1) Remove 416 linear feet (+/-) of eight-foot high block wall.

(2) Install 348 linear feet (+/-) of eight-foot high temporary chain-link fence during construction activities.

(3) Install 361 linear feet (+/-) of eight-foot high block wall.

(4) Install two (2) new substation gates.

(C) Modify the existing Alta Substation grounding grid to accommodate new wall location.

(D) Remove and replace guy wires on transmission pole X0156.

(E) Prepare as-builts of the modified Facilities.

(F) Provide notice to third parties that they must remove their Third-Party Attachments from certain Facilities.

2.2 Applicant's Scope of Work. In addition to other obligations identified in this Agreement, Applicant must (at no expense to Utility) coordinate relocation of Third-Party Attachments with the third parties. However, Utility will provide initial notice in accordance with Section 2.1(G).

2.3 [INTENTIONALLY OMITTED]

3. DESIGN DEVELOPMENT

3.1 Preparing Designs. Based on information provided by Applicant and in accordance with Utility's standards, Utility prepared the Designs attached as Exhibit E. Applicant approved the Designs attached as Exhibit E.

3.2 Modifying Designs. Notwithstanding Section 16.4, Utility may (in its discretion) modify Exhibit E. These modified Designs will replace the Designs attached as Exhibit E on the Effective Date. Utility will provide Applicant with a copy of the modified Designs for informational purposes only.

4. IMPROVEMENT PLAN DEVELOPMENT AND TRANSMISSION USE AGREEMENT

4.1 Improvement Plans – General Requirements. Applicant must use a professional engineer, licensed in the State of Nevada, to prepare, sign, and affix stamps to the Improvement Plans. These drawings must show Facilities placement and identify adequate safety measures for the protection of the Facilities and the public in accordance with Utility's standards.

4.2 Submitting Improvement Plans to Utility. Applicant acknowledges that a 70% set of Improvement Plans are attached to this Agreement. By June 1, 2011, and before continuing with (or beginning) any work, entering or encroaching onto Utility's Property Rights, or working near the Facilities, Applicant must submit its final Improvement Plans to Utility for review and written comment by Utility's Land Services Department and Transmission Engineering Department. Applicant must correct all deficiencies identified by Utility before Applicant performs (or begins) any work, enters or encroaches onto Utility's Property Rights, or works near the Facilities.

4.3 Utility Approval Notice. Within five (5) business days after Utility's Land Services Department and its Transmission Engineering Department approve the location of the modified facilities in relation to the improvements identified on the Improvement Plans initially submitted to them by Applicant, Utility will send Applicant written notice that approval ("**Approval Notice**").

4.4 Submitting Improvement Plans to Governmental Entity(ies). After Utility sends Applicant the Approval Notice, Applicant must submit the Improvement Plans to the appropriate governmental entity(ies) for review and approval and must obtain written authorization by the governmental entity(ies) permitting road closures for maintenance and construction and as otherwise required.

4.5 Revisions to Improvement Plans; Additional Approvals Required. Before submitting revisions to the Improvement Plans to the appropriate government authority(ies) for approval, Applicant must submit all changes to the Improvement Plans to Utility's Land Services Department and Transmission Engineering Department for review and comment. Applicant must correct all deficiencies identified by Utility. Within five (5) business days after Utility's Land Services Department and its Transmission Engineering Department approve the location of the modified facilities in relation to the improvements identified on the revised Improvement Plans, Utility will notify Applicant of that approval in the form of Utility's standard government authorization letter or that no comment is required by Utility.

4.6 Executing Transmission Use Agreement. If any portion of the Facilities and modified facilities are on property owned or controlled by a private third party, Utility's consent to existing, approved improvements on that property will be documented through Utility's standard transmission use agreement, a copy of which is attached as Exhibit F. If Applicant is acquiring an easement for the modified facilities through private negotiation, Applicant must use commercially reasonable efforts to obtain a transmission use agreement from the third party. However, if Applicant is acquiring an easement for the modified facilities through condemnation, Applicant is not required to obtain a transmission use agreement from the third party.

5. PROJECT SCHEDULE

5.1 Project Schedule. Utility will make commercially reasonable efforts to complete the Project substantially in accordance with the Project schedule attached to this Agreement as Exhibit C ("**Schedule**") but failure to meet any scheduled date is not a Utility event of default. Applicant acknowledges the actual In-Service Date is subject, without limitation, to the following:

(A) Scheduling of required electrical outages, which may be limited by electric system operational and maintenance requirements, including such things as restrictions against scheduled electric line outages on the electric power

system, during any year from May 15 through October 15, and other periods as may be determined in the sole discretion of Utility;

(B) Utility's obligations to its other customers to ensure the reliability and safety of its electric system and to adhere to applicable reliability criteria; and

(C) Applicant paying all Costs invoiced in a timely manner.

5.2 Modification of Schedule. Each Party must promptly provide written notice to the other of any change in the Schedule or any factor that is delaying or threatens to delay the Schedule. Utility may, in its discretion, provide a modified Schedule to Applicant. If Utility provides Applicant with a modified Schedule, then (notwithstanding Section 16.4) this modified Schedule will replace all previously issued Schedules.

5.3 Expediting Schedule. Applicant, at its sole Cost, may request that Utility use commercially reasonable efforts to expedite the Project In-Service Date.

5.4 Project Completion. The Project is deemed complete (A) after Utility receives all Property Rights in accordance with Section 6 and (B) after Utility completes modification of the Facilities in accordance with the Designs.

6. SITE ACCESS, INFORMATION REQUESTED BY UTILITY, PROPERTY RIGHTS, AND APPLICABLE PERMITS

6.1 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any property owned or controlled by Applicant, as Utility deems necessary for the purposes of carrying out this Agreement.

6.2 Obligation to Provide Information to Utility. Within ten (10) business days after Utility's written request, Applicant must provide information and documentation requested by Utility, such as information and documentation relating to the Development; to the amount(s) Applicant paid, if any, for third-party Property Rights; and, to the actual cost of Applicant's non-cash contributions to Utility pursuant to Rule 9, Section A.12.

6.3 Obligation to Acquire and Convey Property Rights. Applicant must, without expense to Utility, grant and convey (or use commercially reasonable efforts to obtain for Utility) all Property Rights in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights. If Applicant cannot obtain one or more Property Rights, Utility (at Applicant's Cost) will, if permitted by Law, acquire those Property Rights so that they are satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.4 Condition Precedent to Commence Construction. Utility is not obligated to commence any construction or removal work in connection with the Project until after the Property Rights are granted to Utility in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights) and until after Utility obtains all Permits.

6.5 Permits for the Project.

(A) Obtaining Permits. Utility will obtain all Permits that it deems necessary for, or incidental to, the construction and continued operations and maintenance of the Project.

(B) Providing Assistance with Permits. Applicant must provide reasonable assistance, as Utility may request, to obtain these Permits. Applicant's support may include such things as writing letters of support to the applicable governmental authorities, speaking on behalf of Utility at hearings at Utility's request, and other actions reasonably requested to assist Utility in obtaining necessary governmental authorizations.

7. COST RESPONSIBILITY, PAYMENT AND SETTLEMENT

7.1 Responsibility for Costs

(A) General Obligation. Applicant is responsible for all Costs associated with this Agreement.

(B) Purchase Order. Applicant must deliver a purchase order to Utility in the amount of the Estimated Cost. Utility has no obligation to continue or begin any work in connection with this Agreement until after it receives the purchase order from Applicant.

(C) Modified Purchase Order. At any time after Utility receives the purchase order required by Section 7.1(B), Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility (without liability to Applicant) may stop all work on the Project.

(D) Increased Costs. If a condition in the field or some other event (such as surface or subsurface field conditions or conditions in a Permit) affects construction of the Project, affects Utility's ability to complete the Project or increases the Cost of the Project, Applicant is responsible for those increased Costs.

7.2 Estimated Cost. The estimated Cost is $746,310.00 ("**Estimated Cost**"). Applicant must pay the Estimated Cost to Utility when Applicant delivers the signed Agreement to Utility. The actual Costs might be more or less than the

Estimated Cost and it is possible that not all Costs are identified on Exhibit B; however, Applicant is required to pay the actual Costs.

7.3 Cost True-Up. No later than 60 days after the In-Service Date and after all Costs have been recorded, Utility will conduct a project audit and true-up to compare the Estimated Cost to the actual Costs associated with this Agreement, as amended, and with the Design Cost Agreement ("**Cost True-up**"). Utility will either invoice or refund the difference to Applicant.

7.4 Invoicing. Utility may periodically invoice Applicant for its Costs under this Agreement. Applicant must pay all invoices, even if Utility sends Applicant an invoice after Utility performed a Cost True-up and even if Utility provided a refund.

7.5 Payment of Invoices; Work Stoppage for Non-Payment. No later than thirty (30) days after receiving an invoice from Utility, Applicant must pay the invoice in full. If Utility does not receive timely payment, then Utility, in its discretion and without liability to Applicant, may stop some or all work on the Project, complete the Project, move the Facilities that have been (or are partially) modified back to the Original Location in accordance with Utility's standards. Any delay in payment might result in a delay in completion of the Project.

7.6 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

7.7 Interest on Amounts Due Utility. Any amount unpaid by Applicant and due under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

7.8 Right to Set Off.

(A) Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

(B) Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

(1) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation; and

(2) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development (see Section 8.4(B)).

(3) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development (see Section 8.4(C)).

(C) Other Rights and Remedies. If Utility offsets any amount in accordance with this Section, Utility may still pursue all other rights and remedies it may have.

7.9 Applicant's Obligation to Pay Tax Effect. It is Utility's understanding that the modifications to the Facilities are not necessary to support electric load increases and will not be used to provide service to Applicant's Development and that Utility is modifying its Facilities so that Applicant may expand, modify or relocate a public roadway. Utility therefore believes the payments from Applicant to Utility under this Agreement will not subject Utility to income tax liability pursuant to section 118 of the Internal Revenue Code of 1954. Accordingly, Utility has not requested that Applicant advance Utility the Tax Effect. However, if the Internal Revenue Service later determines that Utility – because of the modifications to the Facilities – is subject to such tax liability, Applicant must pay Utility the Tax Effect, including interest and penalties.

8. DEFAULT, TERM, AND OBLIGATIONS SURVIVING TERMINATION

8.1 Default.

(A) Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of the particular failure from the other Party ("**Non-Defaulting Party**"), then the Non-Defaulting Party is entitled to declare a default. The Non-Defaulting Party is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

(B) Utility's Right to Terminate. Notwithstanding Section 8.1(A), Utility may immediately terminate this Agreement if Utility is unable to obtain applicable Permits or Property Rights it deems necessary after making commercially reasonable efforts to do so.

(C) Notice to Utility's Legal Department. In addition to sending Section 8.1(A) written notice to Utility's Project Manager, Applicant must also send a copy of that notice to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

8.2 Term of Agreement. This Agreement is effective on the Effective Date. Unless termination occurs under Section 8.1, Section 9.4, Section 10.3 or another Section, this Agreement terminates five (5) years from the Effective Date in accordance with Rule 9, Section B.5.

8.3 Duty to Mitigate.

(A) Taking Reasonable Actions to Mitigate Costs. At Applicant's Cost, the Parties must take all reasonable actions to minimize the Costs associated with Agreement termination, whether termination occurs under Section 8.1, Section 9.4, Section 10.3 or otherwise. These actions may include, but are not limited to, such things as stopping some or all Project work, completing the Project, moving the Facilities that have been (or are partially) modified back to the Original Location in accordance with Utility's standards, acquiring Property Rights through condemnation, and dismissing condemnation lawsuits, if any. An action is not reasonable if it inhibits, prevents or otherwise negatively impacts Utility's ability to provide electric service to its customers – as determined by Utility in its discretion.

(B) Applicant's Obligation to Resolve Conflicts. If Utility moves the Facilities that have been (or are partially) modified back to the Original Location, Applicant must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities. Applicant acknowledges that it might incur additional Costs and expenses, such as further revising its Improvement Plans, submitting those plans to Utility for review and comment, obtaining approval of those plans from the governmental entity(ies), relocating improvements on its property, and modifying the Facilities.

(C) True Up. If the Agreement terminates and Utility has not performed a Section 7.3 Cost True-up, then no later than sixty (60) days after all Costs have been recorded, Utility will conduct a project audit and true-up to compare the Estimated Cost to the actual Costs associated with this Agreement. Utility will either invoice or refund the difference to Applicant.

8.4 Obligations Surviving Default or Termination. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Paying all Costs associated with the Agreement, whether incurred before or after excuse of performance, default or termination, and paying all Costs that result from excuse of performance, termination or a Party's default.

(B) Resolving all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development, at Applicant's Cost.

(C) Resolving all conflicts between the Development and Utility's Property Rights within and adjacent to the Development.

(D) Applicant's obligations under Section 4.

(E) Applicant's obligations under Section 6.

(F) Applicant's obligations under Section 7.9.

(G) Applicant's obligations under Section 8.3.

The provisions of Section 7.4, Section 7.5, Section 7.6, Section 7.7 and Section 7.8 continue to apply to Section 8.4.

9. FORCE MAJEURE (EXCUSABLE DELAY)

9.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, Utility must promptly notify Applicant in writing of the delay within twenty (20) business days after Utility has actual knowledge that a Force Majeure event exists. This notice must include a description of the delay and the cause and estimated duration of the delay.

9.2 Duty to Mitigate Effects of Delay. Utility must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

9.3 Notice of Resumption of Performance. Utility must promptly notify Applicant in writing when the Force Majeure event has ended and when performance will resume.

9.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days prior written notice to Applicant.

10. HAZARDOUS MATERIALS

10.1 Work Suspension; Notifying Applicant. Upon discovery of a Hazardous Material or otherwise contaminated soil, water or environment at the work site, Utility will stop work and immediately notify Applicant's Project Manager of the unacceptable site condition ("**USC**").

10.2 Notifying Governmental Authority. When required by Law as determined by Utility, Utility will notify the appropriate governmental authority(ies), such as but not limited to the Nevada Division of Environmental Protection, (collectively, "**NDEP**") of the USC.

10.3 Remediation or Termination. At its option, Applicant may either remediate the USC at its Cost or terminate the Agreement. Within fifteen (15) business days after the date identified on Utility's Section 10.1 notice, Applicant must provide Utility with written notice of its decision to remediate or terminate ("**Section 10.3 Notice**"). If Applicant does not provide Utility with this notice in a timely manner, then Utility (without liability to Applicant) may terminate the Agreement.

10.4 Remediation Requirements. If Applicant decides to remediate the USC, Applicant must remediate the USC in accordance with Subsection (A) or Subsection (B), as applicable.

(A) Remediation When NDEP Involvement Is Required. Within twenty-one (21) days after providing Utility with Section 10.3 Notice, Applicant must develop a corrective action plan ("**Corrective Action Plan**"), submit the Corrective Action plan to the NDEP, and provide a copy of the Corrective Action Plan to Utility. After receiving written approval of the Corrective Action Plan from the NDEP, Applicant must complete remediation the earlier of (1) the date specified in the Corrective Action Plan or (2) within sixty (60) days of the date specified on that written approval from the NDEP. Promptly after completing remediation of the USC, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "closure letter" or similar letter from the NDEP.

(B) Remediation When NDEP Involvement Is Not Required. With respect to the USC that Utility has identified in its notice to Applicant under Section 10.1 but that does not require notification to NDEP as determined by Utility and within twenty-one (21) days after providing Utility with Section 10.3 Notice, Applicant must develop a remediation plan ("**Remediation Plan**") and provide a copy of the Remediation Plan to Utility for review and concurrence. Applicant must complete remediation of the USC within sixty (60) days of developing the Remediation Plan. If the remediation work cannot be completed within the 60-day period and Applicant is using commercially reasonable efforts to accomplish the remediation, the period for performing the remediation work will be extended until remediation is completed. But remediation must be completed within six (6) months of the date identified on the Section 10.3 Notice. Promptly after completing remediation, Applicant must notify Utility in writing that Applicant believes remediation is complete. Applicant's obligation to remediate the USC is not complete until after Applicant obtains a "no further action letter," "no further requirement letter" or similar correspondence from a State of Nevada Certified Environmental Manager, who is approved by Utility.

11. PRECEDENCE

11.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. However, the applicable portions of Rule 1 and Rule 9 that relate to Section 7 of this Agreement are the versions of those rules that are in effect as of the Effective Date. Notwithstanding Section 16.4, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction.

11.2 Integration. This Agreement, together with all other written agreements executed with the same formality as this instrument directly in connection with the Project such as the Design Cost Agreement, represent the entire and integrated agreement between Utility and Applicant and supersede all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

12. CONFIDENTIALITY

12.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

12.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

12.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

12.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies,

excerpts, notes and documents derived or generated from the Confidential Information.

12.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.

12.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

12.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

13. INSURANCE AND INDEMNIFICATION

13.1 Insurance. Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in the Work Area (defined below) to procure and maintain in effect, the insurance coverages set forth in Exhibit G until after all conflicts between the Facilities and the Development are resolved to Utility's satisfaction and until after Applicant's contractors and subcontractors have completed their work in the Work Area. The "**Work Area**" means the area where the Facilities are located and the area where the modified facilities will be located. This insurance requirement does not apply to Applicant if Applicant, its contractors and its subcontractors are not performing any work in the Work Area. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

13.2 [INTENTIONALLY OMITTED]

14. REPRESENTATIONS

14.1 Utility's Standing in Nevada. Utility represents that, as of the date of this Agreement, it is duly organized, validly existing and in good standing under the laws of the State of Nevada with the valid corporate power to enter into and perform all of its obligations under this Agreement.

14.2 Applicant's Standing in Nevada. Applicant represents that, as of the date of this Agreement, it (A) is duly organized, validly existing and in good standing under the laws of the State of Nevada, (B) is registered as a foreign corporation, if applicable, and (C) is licensed to do business in the State of Nevada, and (D) has valid corporate or governmental power to enter into and perform all of its obligations under this Agreement.

14.3 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

15. NOTICES

15.1 Method of Delivery. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Manager as identified in Exhibit A.

15.2 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Manager or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

15.3 Reference to Contract Number. Applicant must include a reference to contract number 11-00003 in any notice to Utility and when paying any invoice.

15.4 Notice to Utility's Legal Department. For all notices given by Applicant to Utility under Section 8, Section 9, Section 10, or Section 13, Applicant must also send a copy of the notice to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, NV 89146
FAX: (702) 402-2069

16. MISCELLANEOUS PROVISIONS

16.1 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including, but not limited to, damages based upon delay, lost revenues or profits.

16.2 No Obligation to Provide Electric Service to Development. Utility does not have an obligation to provide electric service to Applicant's Development until after (A) Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Cost and to Utility's satisfaction, (B) Applicant resolves all conflicts between the Development and Utility's Property Rights, at Applicant's Cost and to Utility's satisfaction, (C) pays the Estimated Cost in accordance with Section 7, and (D) Applicant satisfies all of its other obligations under this Agreement. If Applicant requires electric service for its Development and Utility must modify its system in order to provide the requested electric service, Applicant must follow Utility's procedures and enter into a separate contract for that electric service.

16.3 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

16.4 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

16.5 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

16.6 Assignment. This Agreement is binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. Applicant's successor or assignee must agree in writing to assume all obligations and liabilities under this Agreement.

16.7 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

16.8 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. This discretion is not subject to any external standard, including, but not limited to, any standard of custom, "good faith" or reasonableness.

16.9 Commercially Reasonable Efforts. Reference in this Agreement to the "commercially reasonable efforts" of a Party means that, with respect to a given goal, the efforts that a reasonable person in the position of that Party would use so as to achieve that goal as expeditiously as possible.

16.10 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

16.11 Remedies. All rights and remedies of the Parties provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other available remedies at law, in equity, or otherwise.

16.12 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified.

16.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

16.14 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

16.15 Independent Contractors. Each Party is not and will not be deemed to be, for any purpose, the agent, representative, contractor or employee of the other by reason of this Agreement.

NEVADA POWER COMPANY
d/b/a NV Energy

By: _____
Herb Goforth
Exec, Tech Services and Support

Date: _____

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman
Mayor

Date: _____

ATTEST:

By: _____
Beverly K. Bridges, MMC
City Clerk

Date: _____

APPROVED as to form:

By: John S. Ridilla
John S. Ridilla
Deputy City Attorney

Date: 3/9/11

FACILITIES RELOCATION AGREEMENT

Exhibit A
Agreement Contacts

Utility (Nevada Power Company d/b/a NV Energy)	
Address	6226 W. Sahara Ave. Las Vegas, NV 89146
Mailing Address	P.O. Box 98910, M/S 10A Las Vegas, NV 89151-0001
Project Manager	Scott Kaufmann
Telephone	(702) 402-2236
Cellular Telephone	(775) 830-1466
FAX	(702) 402-5489
Email	SKaufmann@nvenergy.com

Applicant (City of Las Vegas, Department of Public Works)	
Address	420 North Fourth St. Las Vegas, Nevada 89101
Project Manager	Jeremy Leavitt, P.E.
Telephone	(702) 229-6278
Cellular Telephone	(702) 376-7098
FAX	(702) 464-2586
Email	jeleavitt@lasvegasnevada.gov

FACILITIES RELOCATION AGREEMENT

Exhibit B
Estimated Costs

Description	Amount
Distribution Construction Work	
Labor and Overhead	$ 34,464.00
Material and Overhead	$ 19,638.00
Trenching (Outside Sources)	$ 27,697.00
Distribution Construction Subtotal	$ 81,799.00
Distribution Contingency (50%)	$ 40,900.00
Distribution Construction Total	**$ 122,699.00**
Major Projects Construction Work	
Substation Engineering Construction and Overhead	$ 874.00
Substation Grounding Removal, Materials, Construction, and Overhead	$ 43,606.00
Civil Engineering, Construction Coordination, and Overhead	$ 19,292.00
Civil Block Wall Removals, Materials, Construction, and Overhead	$ 410,136.00
Transmission Engineering Coordination and Overhead	$ 736.00
Transmission Guy Anchor Materials, Construction, and Overhead	$ 2,565.00
Close Out	$ 2,492.00
Major Projects Construction Subtotal	**$ 479,701.00**
Major Projects Contingency (30%)	**$ 143,910.00**
Major Projects Construction Total	**$ 623,611.00**
Estimated Cost	**$ 746,310.00**

FACILITIES RELOCATION AGREEMENT

Exhibit C
Project Schedule

[Attached]

Exhibit C

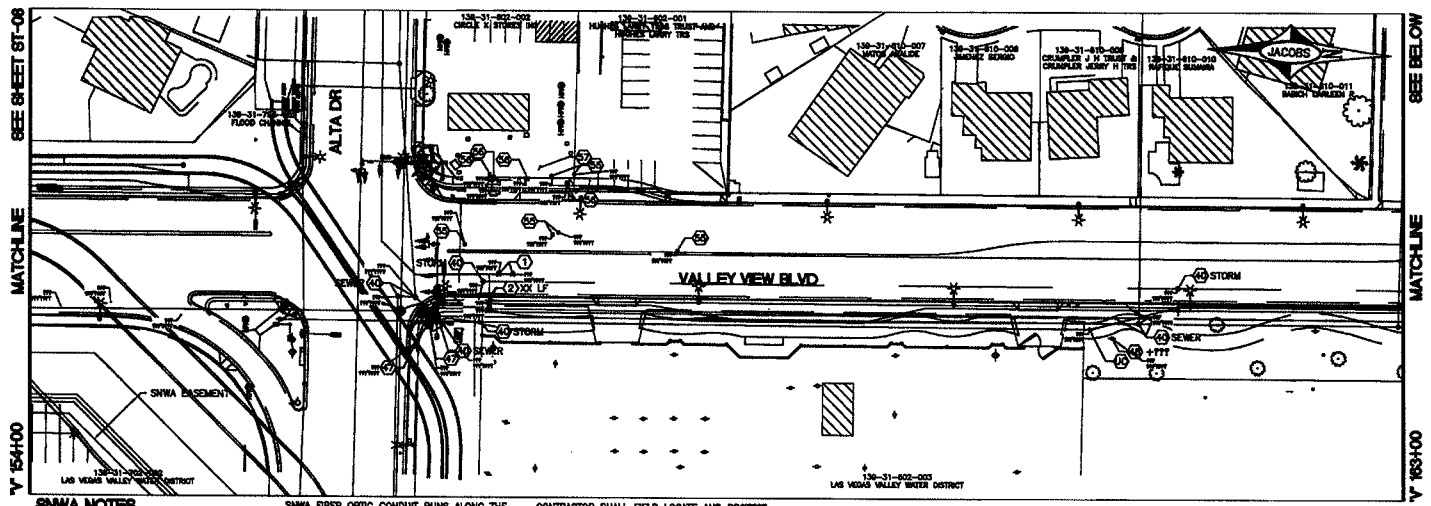
Alta Substation Wall Relocation Schedule

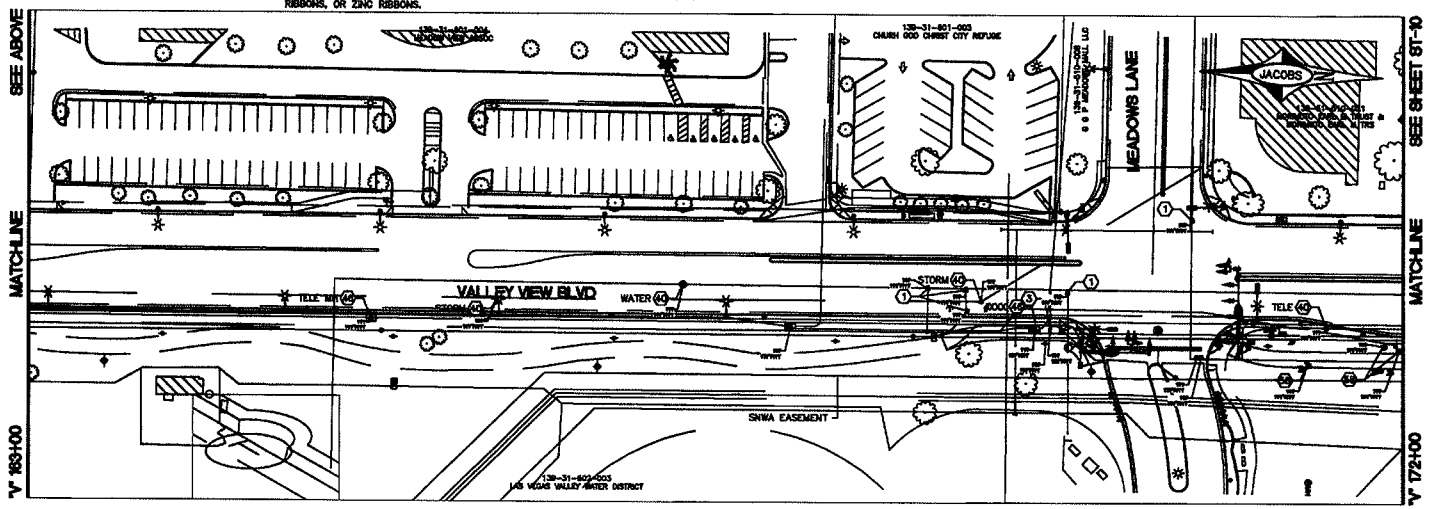
Activity ID	Activity Name	OD	RD
A7 ALTA SUBSTATION WALL RELOCATION			
A7.Proj Mgt.15	AGREEMENTS & CONTRACTS		
A7COM1500	RELOCATION CONTRACTS & AGREEMENTS	177	70
A7COM1520	Facility Relo Agree-Prepare/Approval f/Cont Team	50	34
A7COM1521	Facility Relo Agree -Issued to Customer	24	24
A7COM1522	Facility Relo Agree -Signed/Executed	5	5
A7COM1525	Facility Relo Agree -Pmt Received (or Cancel)	1	1
A7COM1595	Final Audit/True-up	80	80
A7COM1599	Contract #11-00003 Closed	1	1
A7.DS725	DS725 - Alta Sub Wall Relocation	400	296
A7.DS725.31	Civil Design		
A7SUB3100	CIVIL / SITE DESIGN & PERMITTING SUPPORT	118	24
A7SUB3110	Civil / Site Design	108	0
A7SUB3120	Civil Permitting	10	24
A7.DS725.32	Physical Design		
A7SUB3200	PHYSICAL DESIGN - B/G	80	19
A7.DS725.36	Electrical Design		
A7SUB3600	ELECTRICAL DESIGN	0	0
A7.DS725.26	Civil / Structural Construction		
A7SUB2600	CIVIL / STRUCTURAL CONSTRUCTION	46	46
A7SUB2610	Bid & Award Civil / Structural Contract	15	15
A7SUB2625	Relocating Transmission Down Guy	2	2
A7SUB2630	Fencing / Block Walls	30	30
A7SUB2650	Conduit & Grounding	10	10
A7SUB2660	Site Surfacing & Clean-up	5	5
A7.DS725.45	Relay Construction		
A7SUB4560	Substation Facilities In-Service	1	1
A7.DS725.49	Close-out		
A7SUB4300	Construction Closeout	5	5
A7SUB4910	As-Built Process	20	20
A7SUB4940	Substation Construction Complete	0	0
A7.D6200	D6200 - Alta Sub Wall Relocation	242	199
A7.D6200.RW	Distribution ROW		
A7DSTA423	DISTRIBUTION ROW	20	0
A7.D6200.DE	Distribution Design		
A7DSTA302	DISTRIBUTION DESIGN	97	10
A7DSTDE10	Distribution Design	92	0
A7DSTDE20	Final Design Package	10	10
A7.D6200.TR	Distribution Trenching		
A7DST2560	Bid & Award Trenching Contract	15	15
A7DSTA621	Trenching	20	20
A7.D6200.CO	Distribution Construction		
A7DSTA357	Distribution Construction	20	20
A7DSTA367	Outage & Tie-in's	2	2
A7DSTCO50	Distribution In-Service Date	1	1
A7.D6200.RM	Distribution Removals		
A7DSTA604	Removals	10	10
A7.D6200.CL	Close-out		
A7DSTCL10	As-Built Process	10	10
A7DSTCL20	Distribution Construction complete	0	0

FACILITIES RELOCATION AGREEMENT

Exhibit D
Improvement Plans

[Attached]





SNWA NOTES

ALL REPAIRS, REPLACEMENTS, RELOCATIONS AND/OR EXTENSIONS MUST BE DESIGNED AND MONITORED BY A NACE INTERNATIONAL-CERTIFIED CATHODIC PROTECTION SPECIALIST AND WITNESSED AND APPROVED BY SNWA CATHODIC PROTECTION TECHNICIAN PRIOR TO ACCEPTING THE INSTALLATION. CONTRACTOR SHALL PROVIDE ALL MATERIALS FOR ALL REPAIRS, REPLACEMENTS, RELOCATIONS, AND/OR EXTENSIONS. MATERIALS PROVIDED BY CONTRACTOR SHALL BE APPROVED BY SNWA PRIOR TO ACCEPTING THE INSTALLATION.

SNWA FIBER OPTIC CONDUIT RUNS ALONG THE NORTH/EAST SIDE OF THE SNWA PIPELINE.

CAUTION: SNWA TEST LEADS ARE SHALLOW.

RELOCATION OF EXISTING SNWA TEST STATIONS MUST BE DONE IN ACCORDANCE WITH SNWA STANDARD PLATES FOR CATHODIC PROTECTION.

IF EXPOSED CONTRACTOR TO PAY FOR AND REPLACE SNWA CATHODIC PROTECTION TEST STATION GROUND MATS, MAGNESIUM RIBBONS, OR ZINC RIBBONS WITH NEW GROUND MATS, MAGNESIUM RIBBONS, OR ZINC RIBBONS.

CONTRACTOR SHALL FIELD LOCATE AND PROTECT ALL SNWA/SNWS APPURTENANCES INCLUDING, BUT NOT LIMITED TO AV/AR, ACCESS MANWAYS AND CATHODIC PROTECTION SYSTEMS. ALL ABOVE GROUND STRUCTURES AND AT GRADE STRUCTURES MUST BE ADJUSTED TO NEW GRADE AT CONTRACTOR'S EXPENSE. CATHODIC PROTECTION TEST STATIONS, RECTIFIERS, AND AV/AR'S MUST BE RELOCATED TO THE SIDEWALK PER SNWA STANDARDS AND AT THE CONTRACTOR'S EXPENSE. CONTRACTOR TO NOTIFY SNWA DEVELOPMENT PLAN REVIEW AT (702) 862-3444 AT LEAST 48 HOURS PRIOR TO CONSTRUCTION ACTIVITY.

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40 ft.

REMOVAL NOTES

(RC) REMOVE JOINT USE UTILITY POLE AND GUY (IF EXISTING)

CONSTRUCTION NOTES

(1) ADJUST LVVWD VALVE BOX TO FINISHED GRADE PER UDACS PLATE NO. 39. VALVE SHALL BE ACCESSIBLE AT ALL TIMES
(2) RELOCATE LVVWD METER PER UDACS PLATE 4
(3) ADJUST LVVWD METER COVER TO FINISHED GRADE
(45) ADJUST MANHOLE TO FINISHED GRADE PER DCSWCS SD-38
(46) CENTURYLINK/COX TO RELOCATE AND/OR ADJUST FACILITIES TO FINISHED GRADE (CONTRACTOR TO COORDINATE)
(47) RELOCATE AND/OR ADJUST FACILITIES TO FINISHED GRADE (BY OTHERS)
(48) INSTALL JOINT USE UTILITY POLE (BY OTHERS)
(55) ADJUST MONITORING WELL TO FINISHED GRADE
(56) ADJUST REMEDIATION WELL/VAULT TO FINISHED GRADE
(57) RECONSTRUCT REMEDIATION INTERCONNECT
(58) RELOCATE IRRIGATION VALVE

APPROVED FOR CONSTRUCTION

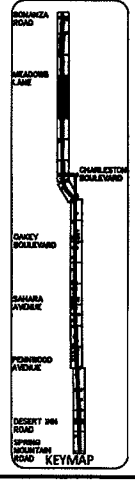
SOUTHERN NEVADA WATER AUTHORITY DATE

SNWA APPROVAL IS VALID FOR ONE (1) YEAR FROM THE SIGNATURE DATE. IF CONSTRUCTION WITHIN THE EASEMENT OR RESTRICTED PIPE SAFETY ZONE IS NOT COMPLETE, PLANS MUST BE RESUBMITTED TO SNWA FOR APPROVAL.

APPROVED FOR CONSTRUCTION

LVVWD ENGINEERING SERVICE MANAGER DATE
PROJECT NO. 118494

FAST
Call before you UnderGround.
1-702-432-5300
1-702-227-2929
Call 811



REVISIONS

NO.	DATE	SHEET	DESCRIPTION	APP'D

DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECT MANAGEMENT
CITY ENGINEER: CHERI L. DIGLIANI, P.E.
PROGRAM MANAGER: JEREMY LEAVITT, P.E.
DESIGNED BY: Z. ROOKHUYZEN
DRAWN BY: J. SMIANO
CHECKED BY: J. JENSEN
DATE: DECEMBER 2010

TITLE: VALLEY VIEW BOULEVARD
DESERT INN RD TO BONANZA RD

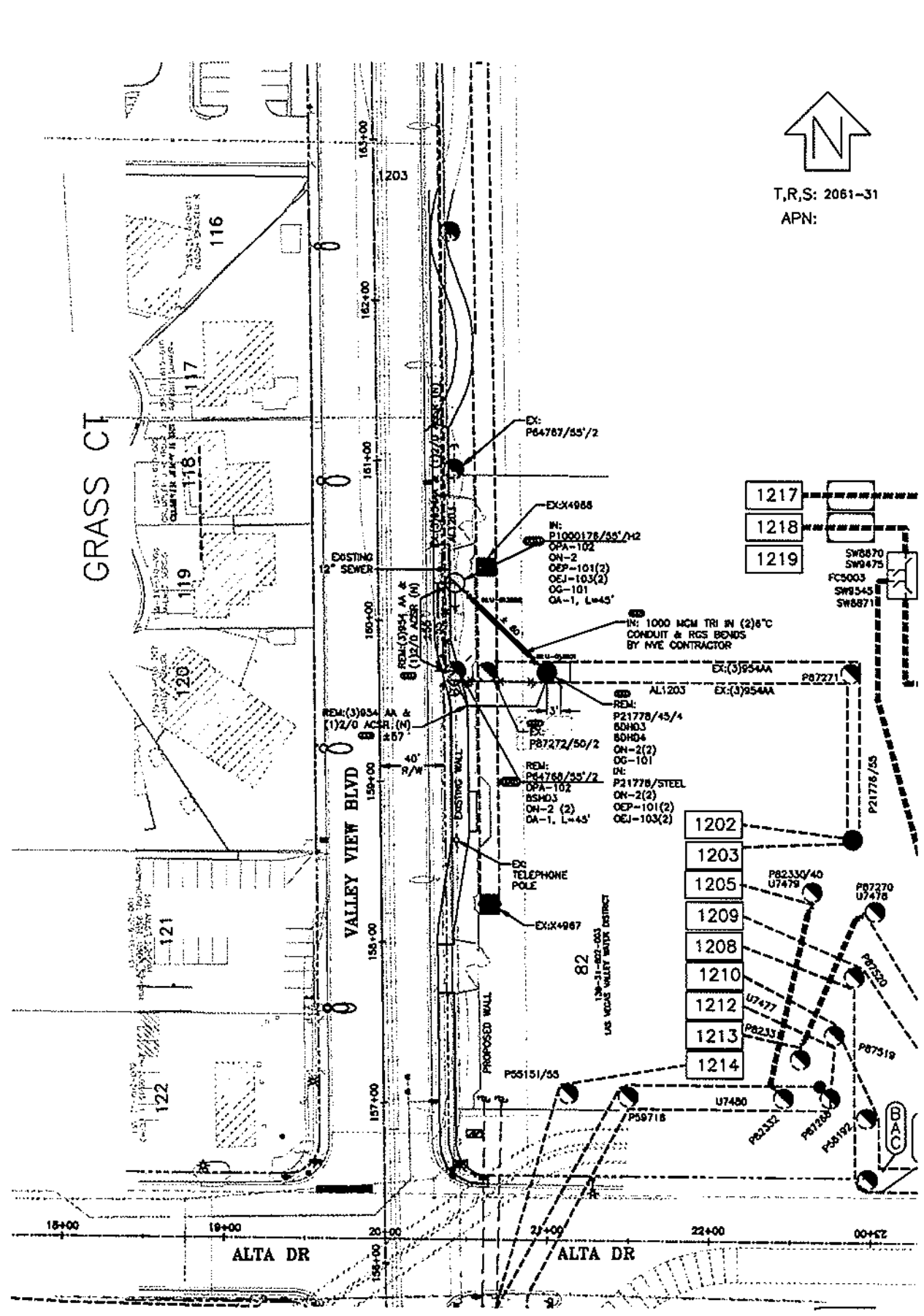
SHEET: UTILITY PLAN
"V" 154+00 TO "V" 172+00

SHEET: UT-09
106 of 196
DRAWING NO. ###-####

Exhibit D

Exhibit E
Designs

[Attached]



T,R,S: 2061-31
APN:

NVE OVERHEAD SYMBOLS

EXIST.	NEW	
		SOLE USE WOOD POLE
		JOINT USE WOOD POLE
		SOLE USE STEEL POLE
		JOINT USE STEEL POLE
		GUY POLE.
		GUY
		TAP
		SWITCH
		FUSE
		DOUBLE DEAD END
		INSULATOR
		CAPACITOR BANK
		REGULATOR
		RECLOSER
		FAULT INDICATOR
		SINGLE PHASE TRANSFORMER
		PAL LIGHT
		OH PRIMARY WIRE
		OH SECONDARY WIRE
		OH SERVICE WIRE

PURPOSE OF PROJECT:
RELOCATE FACILITIES IN CONFLICT WITH ALTA SUBSTATION WALL RELOCATION.

GENERAL NOTES:

ANY NOTES LOCATED IN DRAWING AREA TAKE PRECEDENCE OVER STANDARD NOTES.

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

REFER TO A CURRENT NV ENERGY ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVE STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY ITEM OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. MAIN TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVE UNDERGROUND & ELECTRICAL INSPECTORS.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REPRESENT ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY EQUIPMENT PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES AND DRAINAGE CHANNELS.

CALL NV ENERGY UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE COVERING TRENCH.

ALL NVE CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVE DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF STUB OUT. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRELLED PRIOR TO FINAL RELEASE.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA NEVADA", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

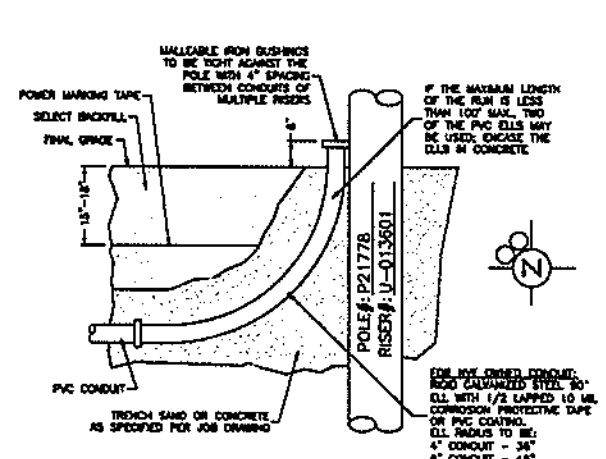
FEEDER

EXIST. NEW **NVE WORK AND SERVICES TO CONSIST OF:**

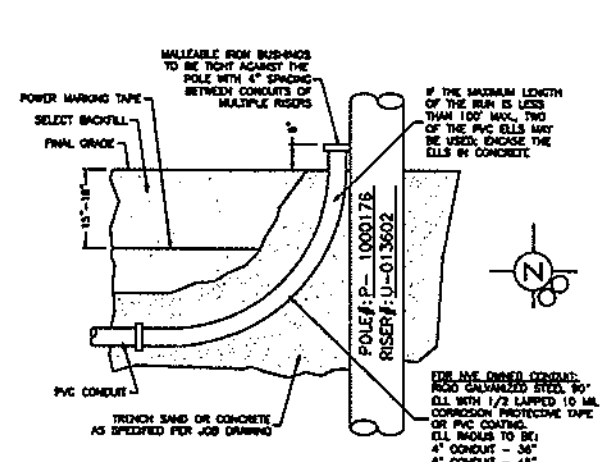
- 1000 MCM TRIPLEX, 15 KV AL PRIMARY CABLE IN 6" PLASTIC CONDUIT.
- 1/0 TRIPLEX, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- 1/0, 15 KV AL PRIMARY CABLE IN 2" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- INSTALL NEW CABLE IN EXISTING VACANT CONDUIT.
- CONDUIT LOCATING DEVICE 18" ABOVE STUBOUT.
- 600 AMP THREE PHASE, 12.47 KV PRIMARY POLE RISER PER NVE U.G. STD. OEP-101.
- SWITCHES (PMH-2, PMH-4, PMH-9, PMH-10, PMH-11, PMH-12).
- 1200KVAR CAPACITOR BANK PER NVE U.G. STD. UC-101.
- TERMINATION OF ALL MODULES, MAKES, SPLICES AND FINAL CONNECTIONS.
- PULLING OF CONDUCTOR IS CALCULATED DIRECTIONALLY. CREWS ARE TO ADHERE TO DIRECTION OF PULL WHERE APPLICABLE.
- NVE TO COIL PRIMARY CABLE IN MANHOLE FOR FUTURE SPLICES, WHERE APPLICABLE.

EXIST. NEW **APPLICANT TO FURNISH AND INSTALL:**

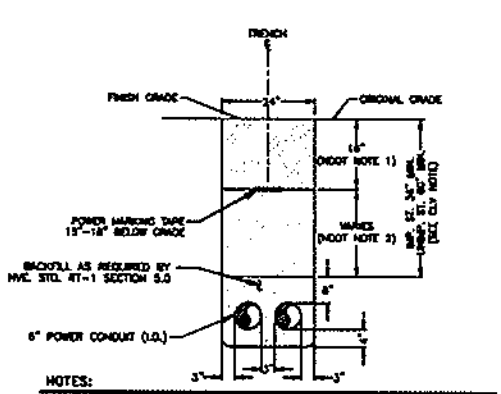
- ALL TRENCHING & BACKFILL, MEETING APPLICABLE NVE STANDARD (RT-5, RT-7, OR RT-12).
- 6" PLASTIC CONDUIT, PER NVE U.G. STD. RC-1 AND RC-2.
- 6" RGS BENDS (90°, 45°) WITH 48" MIN. RADIUS, TAPED OR PVC COATED.
- AN APPROVED POLYSTER PULL TAPE OF 2500 LBS OF PULL STRENGTH TO 6" CONDUIT SHALL BE INSTALLED IN EACH COMPLETE CONDUIT RUN.
- 4" PLASTIC CONDUIT, PER NVE U.G. STD. RC-1 AND RC-2.
- 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS. (IF CONDUIT LENGTH IS UNDER 100')
- 4" RGS BENDS (90°, 45°) WITH 36" MINIMUM RADIUS, TAPED OR PVC COATED. (IF CONDUIT LENGTH IS OVER 100')
- 5' X 10'-6" X 7' MANHOLE, PER NVE U.G. STD. RS-94.
- 5' X 10'-6" X 7' MANHOLE FOR SWITCH, PER NVE U.G. STD. RS-98, RS-99, RS-100, OR RS-101.
- 3' X 7' X 4' PULLBOX PER NVE U.G. STD. RS-82.
- VEHICLE PROTECTIVE BARRIERS PER NVE U.G. STD. RS-6, WHERE APPLICABLE.
- COUPLING FOR 2", 4", OR 6" CONDUITS (AS APPLICABLE).



RISER DETAIL
CONDUIT RUN PER NVE U.G. STD. RR-1 (TYPICAL)



RISER DETAIL
CONDUIT RUN PER NVE U.G. STD. RR-1 (TYPICAL)



TRENCH DETAIL
2-4" CONDUITS

APPROVED FOR CONSTRUCTION
THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL ____ DATE ____

CITY OF LAS VEGAS PERMIT REQUIRED*

TRANSMISSION REQUIREMENTS

COMPLIANCE WITH ALL NESC AND OSHA REQUIREMENTS.
MATERIALS AND EQUIPMENT CANNOT BE STOCKPILED UNDER LINES.
POLE BOLLARDS ARE REQUIRED AND SHALL BE INSTALLED BY THE OWNER IF PARKING IS WITHIN 10' OF ANY TRANSMISSION STRUCTURE.
A 40'X40' SQUARE MUST BE MAINTAINED ON ONE SIDE OF A TANGENT STRUCTURE AND A 20'X20' SQUARE AROUND A DEAD END STRUCTURE TO ALLOW ACCESS FOR MAINTENANCE PURPOSES.
CUSTOMER MUST OBTAIN PRIOR APPROVAL FROM TRANSMISSION ENGINEERING FOR FUTURE PROJECTS AND ANY CHANGES OR REVISIONS TO THIS PROJECT INCLUDING BUT NOT LIMITED TO THE FOLLOWING ITEMS:

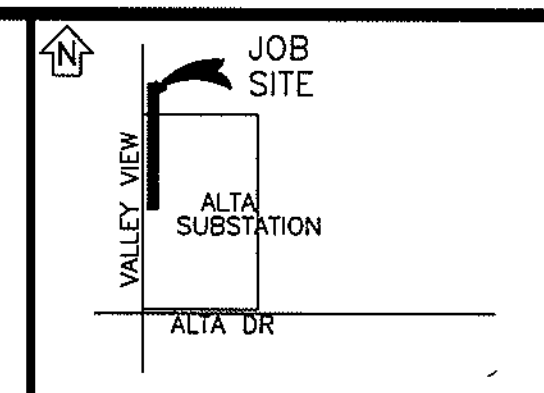
- PARKING OR STORAGE OF VEHICLES EXCEEDING 8' IN HEIGHT
- COVERED PARKING
- PARKING LIGHTS
- METALLIC FENCES OR BLOCK WALLS
- TRASH ENCLOSURES
- BUILDINGS OR STRUCTURES AND FREE STANDING SIGNS
- SWIMMING POOLS
- PINE AND PALM TREES
- ELEVATION OR GRADE CHANGES

CONTRACTOR SHALL MAINTAIN RADIUS OF 10' PLUS 1:1 SLOPE OF UNDISTURBED SOIL AROUND POLES OR CONTRACTOR WILL NEED TO PROVIDE FOR TRENCH SHORING AND/OR BRACING. CONTRACTOR MAY OBTAIN WAIVER FROM NVE CONSTRUCTION SUPERVISOR.

CIVIL LINETYPE LEGEND

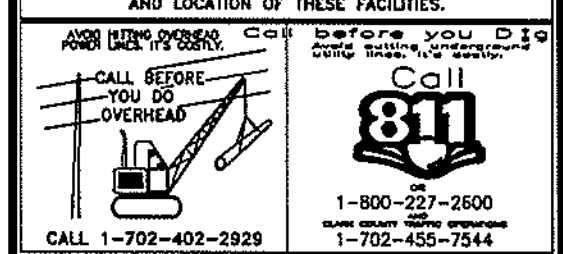
	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT		
EDGE OF SIDEWALK		
SEWER LINE *		
WATER LINE *		
GAS LINE *		
TELEPHONE LINE *		
CABLE TV LINE *		
STORM DRAIN LINE *		
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT SERVICE		

PRELIMINARY
DO NOT USE FOR CONSTRUCTION



VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.



REVISIONS

NO.	DESCRIPTION	DATE	G.A.

OVERHEAD

TYPE OF EASEMENT:		JPA NOTES:
AERIAL	■	EMBARQ CONTACT: W.DAVIDSON
STANDARD	□	PHONE NUMBER: 244-1826
R/W-31	□	DATE OF CONTACT: 01/06/2011
UNDERGROUND	□	NVE TO SET NEW POLES
AS BUILT UNDERGROUND	□	NVE TO STAKE NEW POLES
R.O.E./R/W-5-COM	□	NVE TO PROVIDE 1 POLES
3rd PARTY	□	1 60 FT. CLASS STEEL
UNDERGROUND BY EXHIBIT	□	FT. CLASS
(N-DOT) PERMIT	□	FT. CLASS
(BLM) PERMIT	□	NVE TO DIG POLE HOLES
RAILROAD-UPRR-PERMIT	□	NVE TO REMOVE EX. POLES
SO. NEVADA WATER PERMIT	□	REMOVE TWO WOOD POLES AND
NOT REQUIRED	□	INSTALL ONE STEEL POLE.
Misc. Info.	□	JPA#: P201110080

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: HUGO AYALA
PHONE: 402-6804
DESIGNER: JORGE NAJERA
DCA:
INSPECTOR: 402-3008
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS NORTH

CUSTOMER INFORMATION:
APPLICANT: CITY OF LAS VEGAS
ENGINEER: CITY OF LAS VEGAS
CONTACT: ROSA CORTEZ 229-6264
APPROVAL DATE:

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE:

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NPC METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy

CLV-BONANZA TRAIL -ALTA SUBS
VALLEY VIEW AND ALTA DR

PROJ. ID: 193891	SCALE: 1" = 50'
SHEET #: 1 OF 1	DATE: 01/05/2011

Exhibit E

NVEnergy™

ALTA SUBSTATION

ON-SITE BLOCK WALL RELOCATION

309 SOUTH VALLEY VIEW BLVD.

NV Energy

LAS VEGAS, NEVADA

A.P.N.

139-31-602-003

PROPERTY OWNED BY LVVWD-SEE BELOW FOR EASMENT INFORMATION

GEOTECHNICAL INVESTIGATION FOR THIS PROJECT WAS PERFORMED BY CONVERSE CONSULTTANTS DATED OCTOBER 18, 2010. PROJECT # 10-34104-04

BASIS OF BEARINGS

NORTH 89°24'24" WEST BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS NEVADA, AS MEASURED IN THE NV ENERGY "LAS VEGAS VALLEY REFERENCE NETWORK", SAID NETWORK MEMORIALIZED BY MAP THEREOF ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NEVADA IN FILE 178, PAGE 81 OF SURVEYS.

THE SAME LINE (SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 31) SHOWN ON THAT PARTICULAR RECORD OF SURVEY ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NEVADA IN FILE 112, PAGE 33 OF SURVEYS BEARS; NORTH 89°38'34" WEST.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL MONUMENT NO. ALV01 3108, BEING A RIVET AND PLATE IN THE TOP OF CURB AT THE NORTHEAST CORNER OF ALTA DRIVE AND VALLEY VIEW BOULEVARD NEAR THE BEGINNING OF CURB RETURN ON ALTA DRIVE.

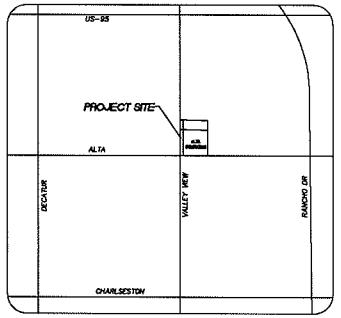
ELEVATION = 642.061 METERS (NAVD 88)
= 2138.30 U.S. SURVEY FEET (NAVD 88)

LEGAL DESCRIPTION

THE PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

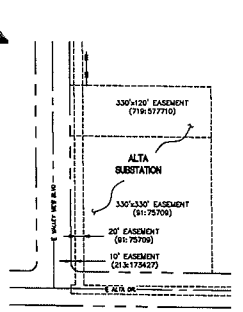
ABBREVIATIONS

AC	ASPHALTIC CONCRETE		
A.P.	ANGLE POINT	MAX.	MAXIMUM
BC	BEGINNING OF CURB OR BACK OF CURB	MIN.	MINIMUM
BDRY.	BOUNDARY	M.O.	MASONRY OPENING
BEG.	BEGIN	NO.	NUMBER
B.M.	BENCHMARK	O.C.	ON CENTER
BSW	BACK OF SIDEWALK	O.D.	OUTSIDE DIAMETER
B.V.C.	BEGINNING OF VERTICAL CURVE	P	POWER LINE
C&G	CURB AND GUTTER	P.C.	POINT OF CURVATURE
C.F.	CURB FACE	P.I.	POINT OF INTERSECTION
CL	CENTERLINE	PL	PROPERTY LINE
CLR.	CLEAR	P.P.	POWER POLE
CONC.	CONCRETE	P.O.C.	POINT OF CONNECTION
CONSTR.	CONSTRUCT, CONSTRUCTION	PKWY	PARKWAY
D.C.	DEPRESSED CURB	PROP.	PROPOSED
D.I.	DROP INLET	P.T.	POINT OF TANGENCY
DIA.	DIAMETER	PVM'T.	PAVEMENT
DRWY	DRIVEWAY	RAD.	RADIUS
E.C.	END OF CURVE	R.P.M.	RAISED PAVEMENT MARKERS
E.C.R.	END OF CURB RETURN	RT	RIGHT
EL.	ELEVATION	R/W	RIGHT OF WAY
EOP	EDGE OF PAVING	S	SOUTH
E.V.C.	END OF VERTICAL CURVE	S.S.	SANITARY SEWER
E.W.	EACH WAY	S.D.	STORM DRAIN
EXIST.	EXISTING	SHT.	SHEET
FIN. FLR.	FINISHED FLOOR	STA.	STATION
FG	FINISH GRADE	STD.	STANDARD
F.H.	FIRE HYDRANT	STL.	STEEL
FL	FLOWLINE	SDWK	SIDEWALK
G	GAS	TEL.	TELEPHONE
GB	GRADE BREAK	TC	TOP OF CURB
G.V.	GATE VALVE	T.O.C.	TOP OF CONCRETE
HGT	HEIGHT	TOF	TOP OF FOOTING
HORIZ.	HORIZONTAL	T.O.W.	TOP OF WALL
HP	HIGH POINT	TRANS.	TRANSITION
I.D.	INSIDE DIAMETER	T.S.W.	TOP OF SIDEWALK
INV.	INVERT	UG	UNDERGROUND
L.S.	LANDSCAPE	V.C.	VERTICAL CURVE
LAT.	LATERAL	VERT.	VERTICAL
L.F.	LINEAL FEET	VG	VALLEY GUTTER
LT.	LEFT	W	WEST
L.P.	LOW POINT	WTR	WATER



VICINITY MAP

NOT TO SCALE



EASEMENT INFORMATION

NOT TO SCALE

OWNER/DEVELOPER

NV Energy
6226 WEST SAHARA AVE. (MAIL STATION # 10A)
LAS VEGAS, NV.89146
CONTACT: SCOTT J. KAUFMANN, P.E.
(702) 402-2236

SHEET INDEX

C1	COVER SHEET
C2	REMOVAL PLAN
C3	WALL PLAN AND PROFILE
C4	TEMPORARY CHAIN-LINK FENCE PLAN
C5	WALL SECTIONS AND DETAILS (1 OF 2)
C6	WALL SECTIONS AND DETAILS (2 OF 2)
C7	GATE SECTIONS AND DETAILS (1 OF 2)
C8	GATE SECTIONS AND DETAILS (2 OF 2)

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

SCOTT J. KAUFMANN — No. 20850 — CIVIL — STATE OF NEVADA — PROFESSIONAL ENGINEER — Expires 06-30-11

CONSTRUCTION

BID

REVISED

ISSUED FOR:

NVEnergy
6226 WEST SAHARA AVE.
MAIL STOP #10
LAS VEGAS, NEVADA 89146

DRAWN	DEC. 2010	MD
CHECKED	DEC.2010	SJK
APP'D		

DWG. NO. C1-CVR
PROJ. I.D. DS725A7ALT

ALTA SUBSTATION
ON-SITE BLOCK WALL RELOCATION
COVER SHEET

SHT. NO. C1
1 OF 8

Exhibit E

G:\Drafting\Projects\DS725A7ALT-01-CVR.dwg Feb 23, 2011 - 8:57am

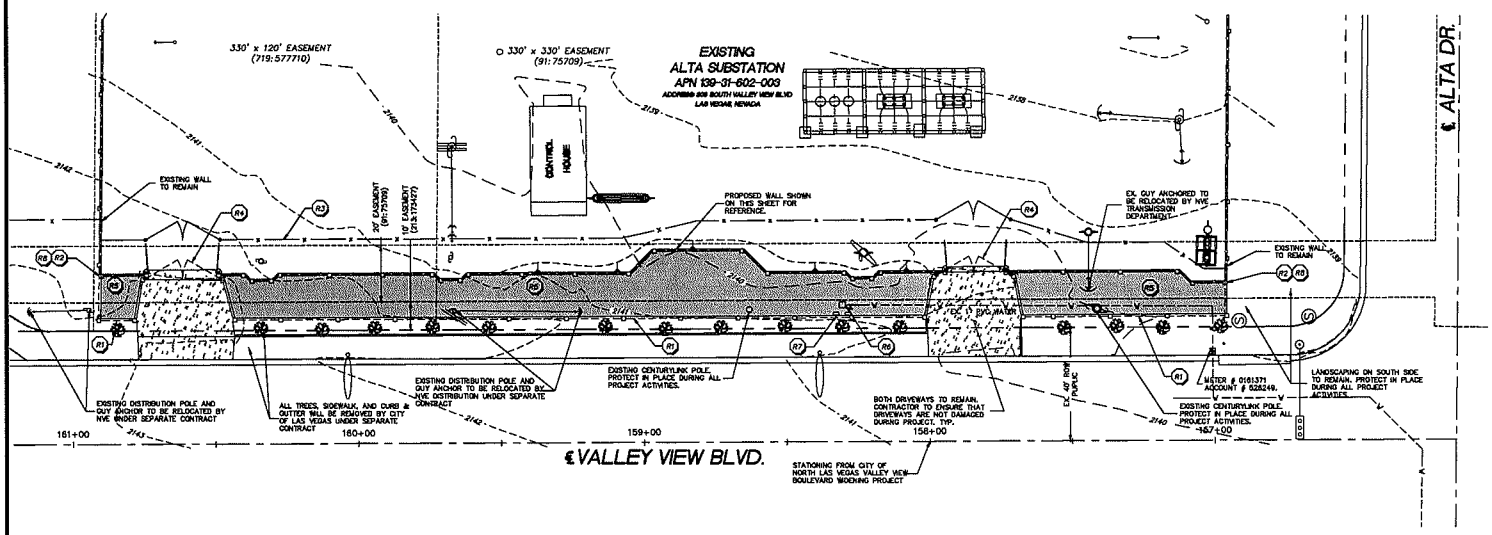
REMOVAL QUANTITIES

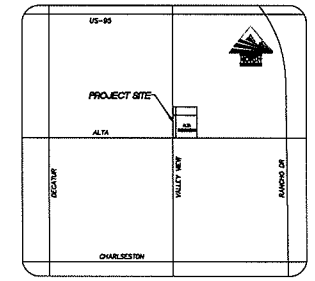
DESCRIPTION	QUANTITY
AREA OF GROUND GRID	5500 SF
MASONRY WALL/ FTG.	416 LF
25' CHAIN-LINK GATE (TO BE SALVAGED)	2 EA

NOTES:
1. CONTRACTOR TO ENSURE THAT ALL POLES AND OTHER FACILITIES ARE PROTECTED AND UNHARMED DURING ALL PHASES OF PROJECT.
2. AT LEAST ONE ENTERANCE MUST BE AVAILABLE FOR NV ENERGY CREWS AT ALL TIME.

NORTH

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.

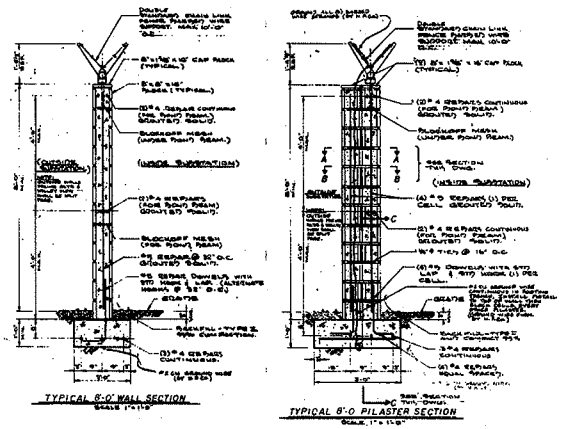




VICINITY MAP
N.T.S.

LEGEND

- RIGHT-OF-WAY/ PROPERTY
- FUTURE RIGHT-OF-WAY
- CENTERLINE
- PROPOSED FLOWLINE
- EXISTING FLOWLINE
- PROPOSED GRADE ELEVATION
- EXISTING GRADE ELEVATION
- EXISTING BLOCK WALL WITH PILASTERS
- PROPOSED BLOCK WALL WITH PILASTERS
- BLOCK WALL TO BE REMOVED
- EXISTING POWER POLE
- PROPOSED POWER POLE
- PROPOSED CONCRETE DRIVEWAY/APRON
- EXISTING CONCRETE DRIVEWAY
- GROUNDING GRID REMOVAL



TYPICAL SECTION OF WALL TO BE REMOVED SHOWN FOR REFERENCE
SCALE: N.T.S.

REMOVAL NOTES

(R1) EXISTING ON-SITE BLOCK WALL AND FOUNDATION TO BE REMOVED. CONTRACTOR SHALL BACKFILL AND RECOMPACT DISTURBED SOIL TO 90% MAX. DRY DENSITY PER ASTM D4557.

(R2) SAW CUT EXISTING WALL. SEE C3 FOR LOCATION OF NEW PILASTER. SEE C6 FOR DETAILS ON THE WALL/PILASTER CONNECTION.

(R3) CONSTRUCT TEMPORARY FENCE AND SECURE SITE PRIOR TO WALL REMOVAL. SEE C4 FOR TEMPORARY FENCE DETAILS.

(R4) SALVAGE GATES AND INSTALL WITH TEMPORARY FENCE. SEE C4 FOR LOCATION.

(R5) REMOVE EXISTING GROUND GRID AND GROUND RODS IN HATCHED AREA BETWEEN PROPOSED WALL AND EXISTING WALL. SEE E-12 SERIES OF DETAILS.

(R6) REMOVE ALL IRRIGATION VALVES AND ABOVE GROUND WATER FACILITIES. CAP PVC WATER LINE AS REQUIRED TO STOP WATER FLOW. ALL REMAINING WATER LATERAL PVC AND METER WILL BE REMOVED/ABANDONED UNDER SEPARATE CONTRACT BY CITY OF LAS VEGAS.

(R7) RETURN IRRIGATION CONTROLLER TO NVE FACILITIES MAINTENANCE PERSONNEL.

(R8) ATTACH ENDS OF BARBED WIRE TO END THE END OF THE WALL TO REMAIN. USE SALVAGED BRACKET FROM OTHER SPOT OF WALL IF NECESSARY.

BASIS OF BEARINGS

NORTH 89°24'24" WEST BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS NEVADA, AS MEASURED IN THE NV ENERGY "LAS VEGAS VALLEY REFERENCE NETWORK" SAID NETWORK MEMORIALIZED BY MAP THEREOF ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NEVADA IN FILE 178, PAGE 81 OF SURVEYS.

THE SAME LINE (SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 31) SHOWN ON THAT PARTICULAR RECORD OF SURVEY ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NEVADA IN FILE 112, PAGE 53 OF SURVEYS BEARS: NORTH 89°38'34" WEST.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL MONUMENT NO. ELV01 3125, BEING A RIVET AND PLATE IN THE TOP OF CURB AT THE NORTHEAST CORNER OF ALTA DRIVE AND VALLEY VIEW BOULEVARD NEAR THE BEGINNING OF CURB RETURN ON ALTA DRIVE.

ELEVATION = 652.061 METERS (NAVD 88)
= 2139.30 U.S. SURVEY FEET (NAVD 88)

LEGAL DESCRIPTION

THE PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

Call before you Dig. 1-800-227-2600

Call before you UnderGround 1-702-267-3200 OR 1-702-432-5300

1-702-402-2929

BY	DATE	REV	APPROVAL	Proj ID

REVISIONS

SCOTT J. KAUFMANN — PROFESSIONAL ENGINEER-STATE OF NEVADA — CIVIL — No. 20850 — Expires 06-30-21

NVEnergy.
6226 WEST SAHARA AVE. MAIL STOP #10
LAS VEGAS, NEVADA 89146

DRAWN	DEC. 2019	HD
CHECKED	DECEMBER	N/A
APPD.		

DWG. NO. C2-REM
PROJ. I.D. DS725A7ALT

ALTA SUBSTATION
ON-SITE BLOCK WALL RELOCATION
REMOVAL PLAN

SHT. NO. C2
2 OF 8

Exhibit E

CONSTRUCTION ☐ BID ☐ REVIEW ☐ ISSUED FOR:

G:\DWG\Arch\Drawings\Block Wall Relocation\DS725A7ALT-C2-REM.dwg Feb 25, 2021 - 8:57am

INSTALLED QUANTITIES	
DESCRIPTION	QUANTITY
MASONRY WALL/ FTG.	361 LF
20' WIDE DOUBLE SWING GATE	1 EA
24' WIDE DOUBLE SWING GATE	1 EA
TYPE II BASE	21 CY
COMPACTED BACKFILL	40 CY

NOTES:
1. CONTRACTOR TO ENSURE THAT ALL POLES AND OTHER FACILITIES ARE PROTECTED AND UNHARMED DURING ALL PHASES OF PROJECT.
2. AT LEAST ONE ENTRANCE MUST BE AVILABLE FOR NV ENERGY CREWS AT ALL TIME.

GRAPHIC SCALE
20 0 10 20 40
1 inch = 20 ft.

330' x 120' EASEMENT (719:577710)

330' x 330' EASEMENT (91:75709)

EXISTING ALTA SUBSTATION
APN 139-31-602-003
ADDRESS: 309 SOUTH VALLEY VIEW BLVD LAS VEGAS, NEVADA

CONTROL HOUSE

20' EASEMENT (91:75709) (15.5:173427)

CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM WALL.

EX. GUY ANCHORED TO BE RELOCATED BY NVE TRANSMISSION DEPARTMENT.

℄ ALTA DR.

EXISTING DISTRIBUTION POLE AND GUY ANCHOR TO BE RELOCATED BY NVE UNDER/ SEPARATE CONTRACT

EXISTING DISTRIBUTION POLE AND GUY ANCHOR TO BE RELOCATED BY NVE DISTRIBUTION UNDER SEPARATE CONTRACT

ALL TREES, SIDEWALK, AND CURB & GUTTER WILL BE REMOVED BY CITY OF LAS VEGAS UNDER SEPARATE CONTRACT

EXISTING CENTURYLINK POLE, PROTECT IN PLACE DURING ALL PROJECT ACTIVITIES.

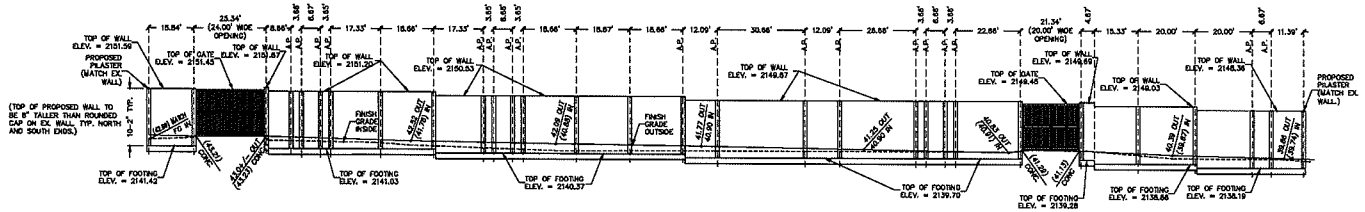
LANDSCAPING ON SOUTH SIDE TO REMAIN. PROTECT IN PLACE DURING ALL PROJECT ACTIVITIES.

EX. 40' ROW PUBLIC

161+00 160+00 159+00 158+00 157+00

℄ VALLEY VIEW BLVD.

STATIONING FROM CITY OF NORTH LAS VEGAS VALLEY VIEW BOULEVARD WIDENING PROJECT



WALL PROFILE DETAIL
HORIZONTAL 1"=20'
VERTICAL 1"=10'

COORDINATE TABLE		
NODE	NORTHING	EASTING
(A)	625050.7478	282816.5878
(B)	625034.9077	282816.6867
(C)	625009.5683	282816.8531
(D)	625000.9086	282816.9093
(E)	624997.6317	282814.9286
(F)	624991.1852	282814.9784
(G)	624988.1213	282817.9909
(H)	624970.7876	282817.0983
(J)	624952.1272	282817.2191
(K)	624934.7954	282817.3359
(L)	624931.7187	282815.3618
(M)	624926.0522	282815.4048
(N)	624922.0083	282817.4173
(P)	624903.3441	282817.5343
(Q)	624884.8776	282817.5698

COORDINATE TABLE		
NODE	NORTHING	EASTING
(R)	624868.0158	282817.7790
(S)	624857.0940	282825.6378
(T)	624838.3443	282828.0355
(U)	624817.2290	282816.0938
(V)	624790.5700	282815.2581
(W)	624787.4829	282816.2654
(X)	624780.8331	282816.3283
(Y)	624777.7825	282816.5475
(Z)	624766.1228	282816.4942
(AA)	624753.7831	282816.6318
(AB)	624713.7801	282816.7847
(AC)	624693.7839	282816.8893
(AD)	624673.7847	282816.0182
(AE)	624656.4787	282815.0572
(AF)	624657.0339	282815.1267

ALL COORDINATES REFERENCE THE CENTER OF THE PILASTER.

CONSTRUCTION NOTES:

1. INSTALL BLOCK WALL PER DETAILS ON C5 & C6. OUTSIDE FACE OF BLOCK TO BE SPLIT FACED. PAINT COLOR TO MATCH EX. BLOCK WALL COLOR.
2. INSTALL GATE PER DETAILS ON C7 & C8. WIDTH IS EITHER 20' OR 24' AND IS CALLED OUT ON PLAN VIEW.
3. CONNECT PROPOSED PILASTER TO EXISTING WALL PER DETAIL C ON C6.
4. INSTALL THRESHOLD PER SECTION A-A AND B-B ON C6. GATE THRESHOLD WILL CONNECT TO EXISTING DRIVEWAY.
5. A PORTION OF THE EXISTING DRIVEWAY MAY NEED TO BE SAWCUT AND REMOVED IN ORDER TO CONSTRUCT WALL FOOTING.
6. INSTALL ANTI-GRAFFITI COATING ON BLOCK WALL PER NV ENERGY AND MANUFACTURER SPECIFICATIONS.
7. INSTALL TOP OF GATE STOP AT THE SAME ELEVATION AS TOP OF THRESHOLD.

BASIS OF BEARINGS

NORTH 88°24'24" WEST BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS NEVADA, AS MEASURED IN THE NV ENERGY 'LAS VEGAS VALLEY REFERENCE NETWORK' SAID NETWORK MEMORIALIZED BY MAP THEREOF ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NEVADA IN FILE 178, PAGE 81 OF SURVEYS.

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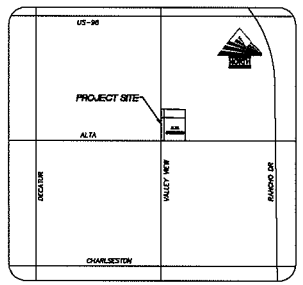
BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL MONUMENT NO. BLVD1 3103, BEING A RIVET AND PLATE IN THE TOP OF CURB AT THE NORTHEAST CORNER OF ALTA DRIVE AND VALLEY VIEW BOULEVARD NEAR THE BEGINNING OF CURB RETURN ON ALTA DRIVE.

ELEVATION = 652.081 METERS (NAVD 88)
= 2139.30 U.S. SURVEY FEET (NAVD 88)

LEGAL DESCRIPTION

THE PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.



VICINITY MAP
N.T.S.

LEGEND

- RIGHT-OF-WAY/ PROPERTY
- FUTURE RIGHT-OF-WAY
- CENTERLINE
- PROPOSED FLOWLINE
- EXISTING FLOWLINE
- (00.00) TC / (00.00) FG — PROPOSED GRADE ELEVATION
- (00.00) EG — EXISTING GRADE ELEVATION
- EXISTING BLOCK WALL WITH PILASTERS
- PROPOSED BLOCK WALL WITH PILASTERS
- BLOCK WALL TO BE REMOVED
- POWER POLE N18725 — EXISTING POWER POLE
- PROPOSED POWER POLE
- PROPOSED CONCRETE DRIVEWAY/APRON
- EXISTING CONCRETE DRIVEWAY

Call before you Dig. 1-800-227-2600

Call before you UnderGround 1-702-267-3200 or 1-702-432-5500

1-702-402-2929

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

SCOTT J. KAUFMANN — No. 20869 — CIVIL — PROFESSIONAL ENGINEER — STATE OF NEVADA — Expires 06-30-13

NVEnergy. 6226 WEST SAHARA AVE. MAIL STOP A10 LAS VEGAS, NEVADA 89146

DWN.	DES. 2010	HO
CHECKED	DEC.2010	SAK
APP'D		

DWG. NO. C3-WPP
PROJ. I.D. DS72947ALT

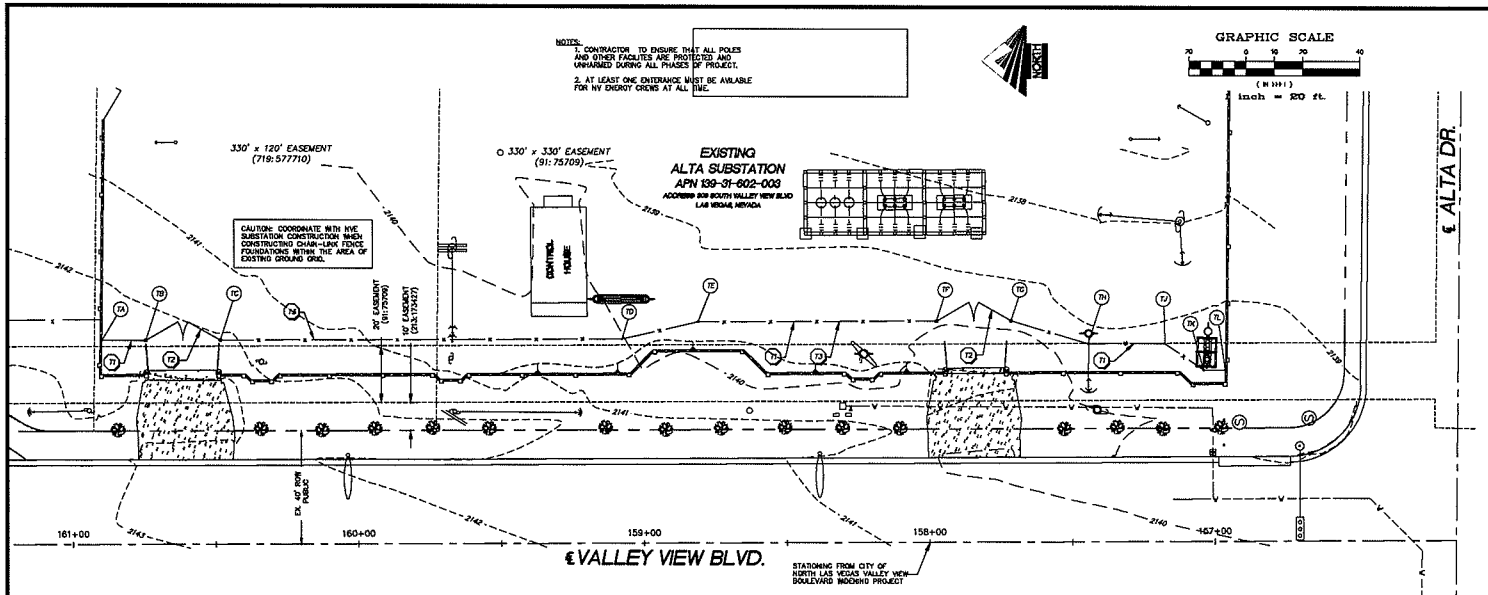
CONSTRUCTION ☐ BID ☐ REVIEW ☐ ISSUED FOR:

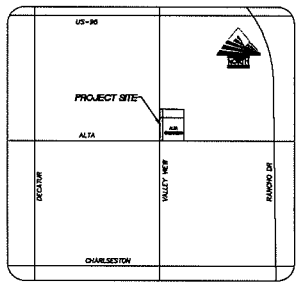
ALTA SUBSTATION
ON-SITE BLOCK WALL RELOCATION
WALL PLAN AND PROFILE

SHT. NO. C3
3 OF 8

Exhibit E

© DWG\Valid Drawings\Block Wall Relo\DS72947ALT-C3-WPP.dwg Feb 25, 2011 - 8:38am





VICINITY MAP
N.T.S.

LEGEND

- RIGHT-OF-WAY/ PROPERTY
- FUTURE RIGHT-OF-WAY
- CENTERLINE
- PROPOSED FLOWLINE
- EXISTING FLOWLINE
- PROPOSED GRADE ELEVATION
- EXISTING GRADE ELEVATION
- EXISTING BLOCK WALL WITH PILASTERS
- PROPOSED BLOCK WALL WITH PILASTERS
- BLOCK WALL TO BE REMOVED
- EXISTING POWER POLE (POWER POLE X18725)
- PROPOSED POWER POLE
- PROPOSED CONCRETE DRIVEWAY/APRON
- EXISTING CONCRETE DRIVEWAY

TEMPORARY CHAIN-LINK FENCE COORDINATE TABLE

NODE	NORTHING	EASTING	DESCRIPTION
TA	625000.6127	282629.2587	END
TB	625035.3298	282829.3579	GATE POST
TC	625009.0790	282629.5265	GATE POST
TD	624866.4069	282630.4336	A.P.
TE	624841.7424	282638.8058	A.P.
TF	624758.2695	282837.1443	GATE POST
TG	624732.1700	282837.3125	GATE POST
TH	624706.1577	282629.2068	A.P.
TJ	624678.2781	282829.3601	A.P.
TK	624664.5803	282620.0830	A.P.
TL	624656.9912	282820.0818	END

TEMPORARY FENCE CONSTRUCTION NOTES

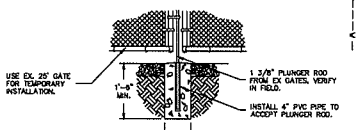
(T1) INSTALL TEMPORARY CHAIN-LINK FENCE PER DETAILS ON THIS SHEET.

(T2) INSTALL 25' GATE THAT IS TO BE SALVAGED FROM EXISTING GATE INSTALL NEW GATE POSTS.

(T3) TEMPORARY FENCE TO BE GROUNDED PER DETAILS ON E-SERIES SUBSTATION DRAWINGS.

TEMPORARY FENCE QUANTITIES

DESCRIPTION	QUANTITY
CHAIN-LINK FENCE	348 LF
25' CHAIN-LINK GATE(SALVAGED)	2 EA



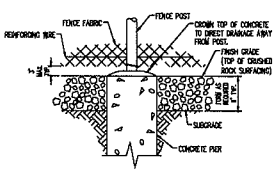
TYPICAL GATE STOP
SCALE: N.T.S

FENCE POST AND PIPE SIZES

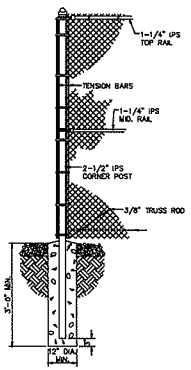
ITEM	POST	FRAME
WALK GATES	6" SCH. 40	USE EX.
CORNER POSTS	2 1/2" IPS	------
LINE POSTS	2" IPS	------
TOP RAIL & MID RAIL	------	1 1/4" IPS

FABRIC & HARDWARE SPECIFICATIONS

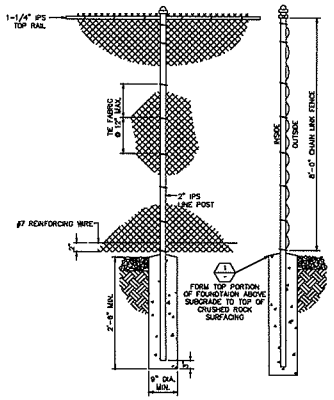
ITEM	DESCRIPTION
FABRIC	2" MESH, 9 GAUGE GALV. STEEL
STRECHER BAR	3/16"x3/4" MIN. EQUIV. AREA
TIE WIRE	ALUMINUM, 6 GAUGE
CONCRETE	4000 PSI 28 DAY COMPRESSIVE STRENGTH



TYPICAL PIER INSTALLATION
SCALE: N.T.S



TYPICAL CORNER POST
SCALE: N.T.S



TYPICAL LINE POST
SCALE: N.T.S

NOTE: MIN. LINE POST SPACING IS 10'-0"

BASIS OF BEARINGS

NORTH 89°34'24" WEST BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., LAS VEGAS NEVADA, AS MEASURED IN THE NV ENERGY LAS VEGAS VALLEY REFERENCE NETWORK; SAID NETWORK MEMORIALIZED BY MAP THEREOF ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NEVADA IN FILE 178, PAGE 61 OF SURVEYS.

THE SAME LINE (SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 31) SHOWN ON THAT PARTICULAR RECORD OF SURVEY ON FILE IN THE OFFICE OF THE RECORDER, CLARK COUNTY, NEVADA IN FILE 112, PAGE 53 OF SURVEYS BEARS: NORTH 89°38'54" WEST.

BENCHMARK

CITY OF LAS VEGAS VERTICAL CONTROL MONUMENT NO. ELV01 STEEL DISC A RIVET AND PLATE IN THE TOP OF CURB AT THE NORTHEAST CORNER OF ALTA DRIVE AND VALLEY VIEW BOULEVARD NEAR THE BEGINNING OF CURB RETURN ON ALTA DRIVE.

ELEVATION = 652.061 METERS (NAVD 88)
= 2139.30 U.S. SURVEY FEET (NAVD 88)

LEGAL DESCRIPTION

THE PORTION OF THE SOUTHEAST QUARTER (SE 1/4) OF NORTHEAST QUARTER (NE 1/4) OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

Call before you Dig. 1-800-227-2600

Call before you UnderGround 1-702-267-3200
1-702-432-5300

1-702-402-2929

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

SCOTT J. KAUFMANN — No. 20850 — PROFESSIONAL ENGINEER-STATE OF NEVADA — CIVIL — Expires 06-30-13

NVEnergy
6226 WEST SAHARA AVE. MAIL STOP #10 LAS VEGAS, NEVADA 89146

DRAWN	DEC. 2010	MD
CHECKED	DEC2010	SJK
APP'D		

DWG. NO. C4-TEN
PROJ. I.D. DS725A7ALT

ALTA SUBSTATION
ON-SITE BLOCK WALL RELOCATION
TEMPORARY CHAIN-LINK FENCE PLAN

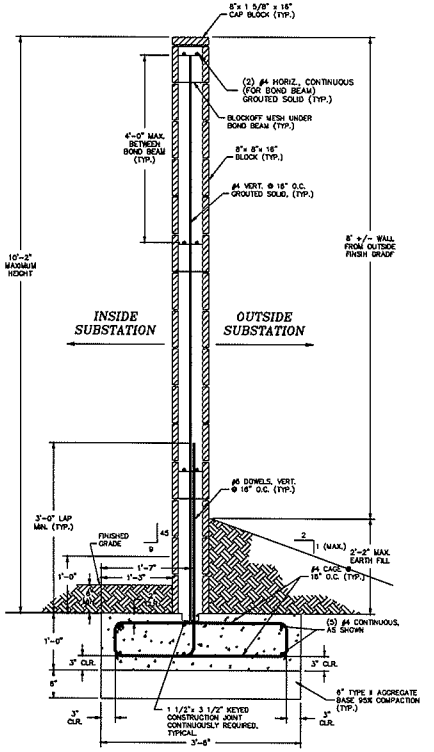
SHT. NO. C4
4 OF 8

Exhibit E

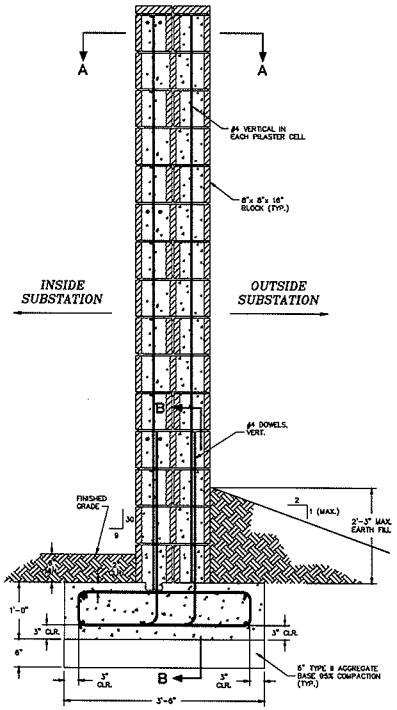
CONSTRUCTION ☐ BID ☐ REVIEW ☐ ISSUED FOR:

G:\PDM_Work\Drawings\Block Wall\DS725A7ALT-ALTA-TEN.dwg Feb 23, 2011 - 8:36am

GEOTECHNICAL INVESTIGATION FOR THIS PROJECT WAS PERFORMED BY CONVERSE CONSULTANTS DATED OCTOBER 18, 2010 PROJECT # 10-34104-04



TYPICAL 10'-2" WALL SECTION
SCALE: 1" = 1'-0"

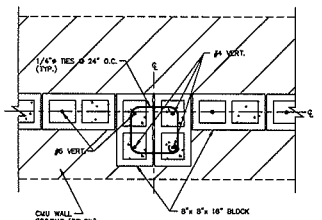


TYPICAL 10'-2" PILASTER SECTION
SCALE: 1" = 1'-0"

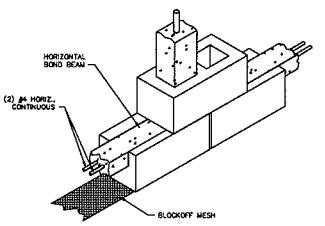
NOTES:

1. COMPACTION TO BE 95% OF MAX. DENSITY AS PER ASTM D-1557 (UNDER FOOTING).
2. TYPE V CEMENT ONLY SHALL BE USED.
3. ALL COMPLETED MASONRY CONSTRUCTION SHALL REACH A SPECIFIED COMPRESSIVE STRENGTH (f'm) OF 1500 psi BASED ON 28-DAY TESTS AND COMPLY WITH THE 1997 UBC. SPECIAL INSPECTION IS REQUIRED. THE GROUT USED SHALL HAVE A SPECIFIED COMPRESSIVE STRENGTH (f'g) OF 2000 psi, MORTAR SHALL BE TYPE M OR S.
4. CONCRETE SHALL DEVELOP A MINIMUM COMPRESSION STRENGTH OF 4500 psi AT 28 DAYS.
5. ALL REINFORCEMENT TO BE ASTM-A615, GRADE 60.

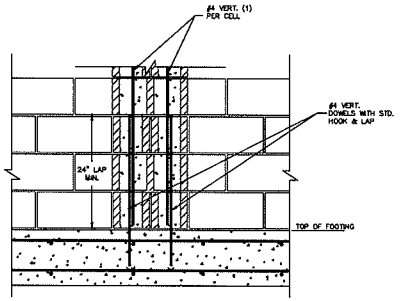
10'-2" WALL SECTIONS



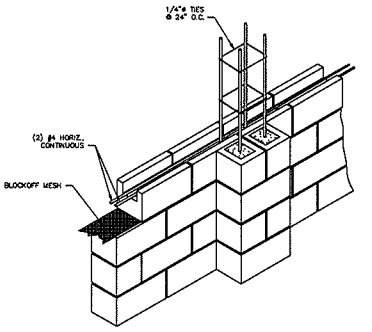
SECTION A-A
SCALE: 1" = 1'-0"



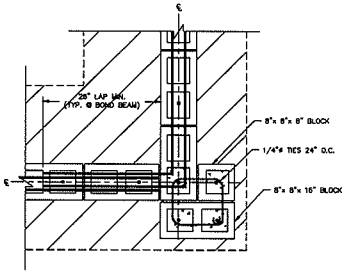
TYPICAL BOND BEAM DETAIL
SCALE: 1" = 1'-0"



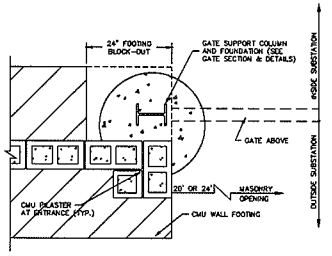
SECTION B-B
SCALE: 1" = 1'-0"



TYPICAL PILASTER WITH BOND BEAM
SCALE: 3/4" = 1'-0"



TYPICAL CORNER PILASTER DETAIL
SCALE: 1" = 1'-0"



FOOTING BLOCK-OUT DETAIL
SCALE: 3/4" = 1'-0"

Call before you Dig. 1-800-227-2600

Call before you UnderGround 1-702-267-3200 1-702-432-5300

1-702-402-2929

BY	DATE	REV	APPROVAL	REVISIONS
				Proj. ID

PROFESSIONAL ENGINEER-STATE OF NEVADA
SCOTT J. KAUFMANN
CIVIL
No. 20850
Expires 06-30-11

NVEnergy
6226 WEST SAHARA AVE.
MAIL STOP #10 B148
LAS VEGAS, NEVADA 89146

DRAWN	DEC. 2010	NO
CHECKED	DEC2010	SJK
APP'D		

DWG. NO. C5-DTL
PROJ. I.D. DS72547ALT

CONSTRUCTION ☐ BID ☐ REVIEW ☐ ISSUED FOR:

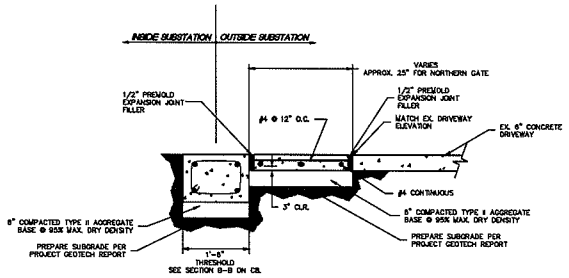
ALTA SUBSTATION
ON-SITE BLOCK WALL RELOCATION

WALL SECTIONS AND DETAILS (1 OF 2)

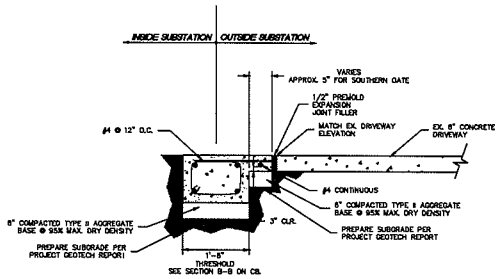
SHT. NO. C5
5 OF 8

Exhibit E

G:\DTL\Work\Drawings\Block Wall\DS72547ALT-BLOCK WALL DTL.dwg Feb 25, 2011 - 8:58am



A/C3 NORTHERN DRIVEWAY APRON
NTS

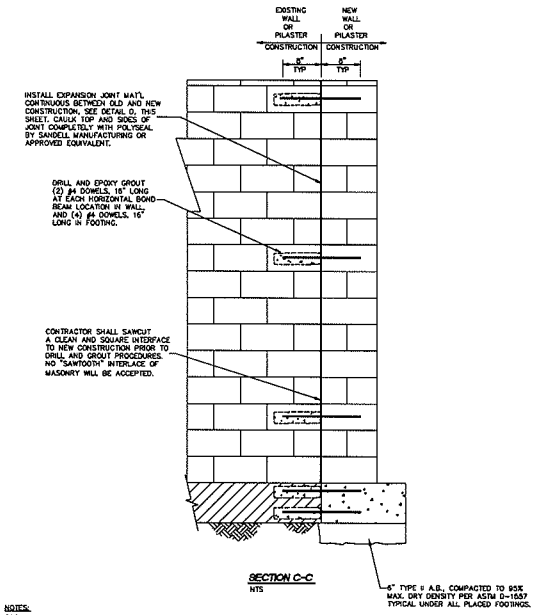


B/C3 SOUTHERN DRIVEWAY APRON
NTS

NOTE:

1) 3/4" DEEP CONTROL JOINT SHALL BE PLACED IN THE ON-SITE DRIVEWAY @ 12' MAX. SPACINGS.

2) CONCRETE SHALL BE TYPE V, 4500 psi., MIN.

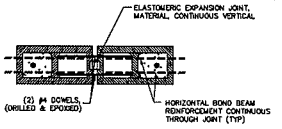


SECTION C-C
NTS

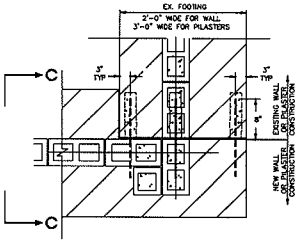
NOTES:

1. EPOXY GROUT USED SHALL BE SIMPSON STRONG-TIE OR RAMSET/ RED HEAD AND SHALL BE INSTALLED PER RECOMMENDATIONS OF ICBO ER#'S 4943 OR 5308. SPECIAL INSPECTION REQUIRED.
2. NEW MASONRY CONSTRUCTION, MATERIALS, COLOR AND ELEVATIONS TO MATCH EXISTING.
3. PRIOR TO INSTALLATION OF THE FOOTING, THE SUBGRADE SHALL BE TESTED. TESTING SHALL BE CONDUCTED BY A QUALIFIED QUALITY ASSURANCE TESTING FIRM, TO VERIFY COMPACTION OF SOIL IS 95% OF MAX. DRY DENSITY PER ASTM D-1557.

C/C6 WALL / PILASTER CONNECTION
NTS



D/- EXPANSION JOINT DETAIL
NTS



Call before you Dig. 1-800-227-2600

Call before you UnderGround 1-702-267-3200 OR 1-702-432-5300

1-702-402-2929

BY	DATE	REV	APPROVAL	Proj. ID

REVISIONS

SCOTT J. KAUFMANN — PROFESSIONAL ENGINEER — STATE OF NEVADA — CIVIL — NO. 20869 — Expires 06-30-11

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LAS VEGAS, NEVADA 89146

DRAWN	DEC. 2010	HD
CHECKED	DEC. 2010	SAK
APP'D		

DWG. NO. C6-DET
PROJ. I.D. DS725A/PALT

ALTA SUBSTATION
ON-SITE BLOCK WALL RELOCATION

WALL SECTIONS AND DETAILS (2 OF 2)

SHT. NO. C6
6 OF 8

Exhibit E

CONSTRUCTION ☐ BID ☐ RECORD ☐ ISSUED FOR:

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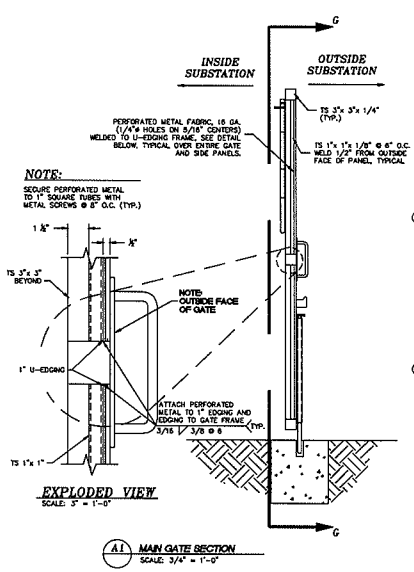
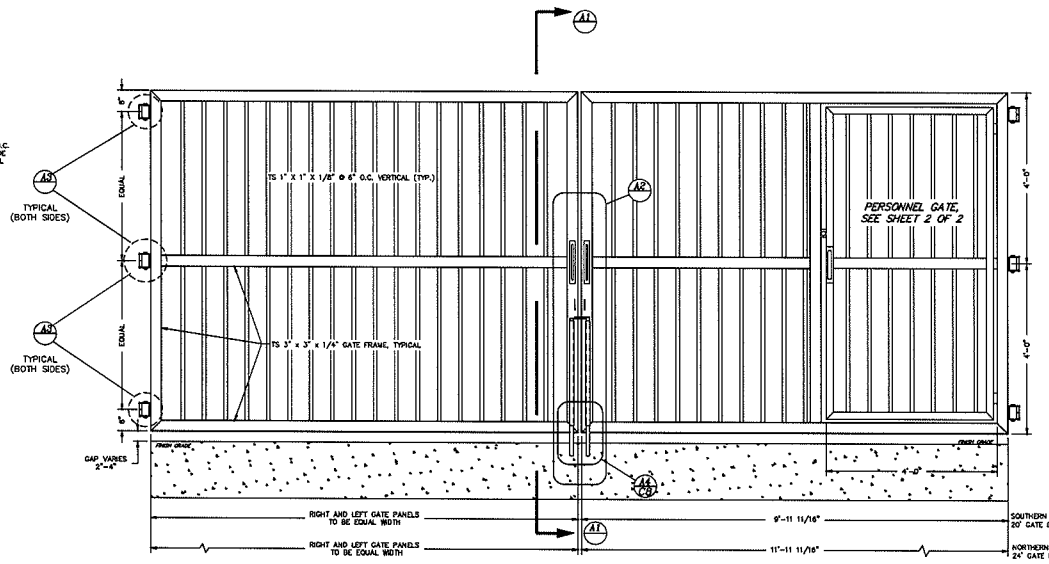
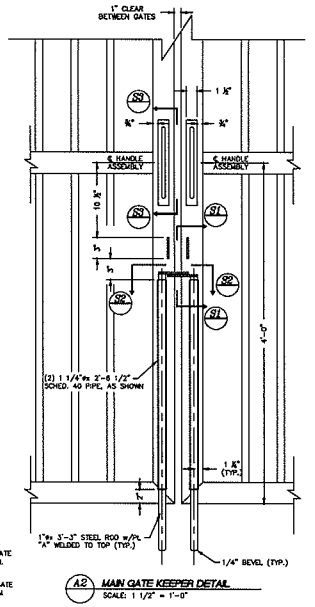
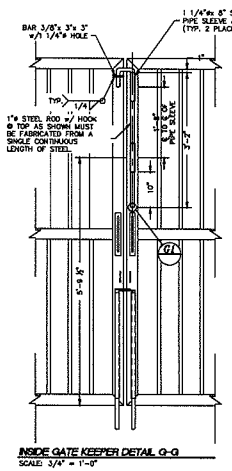




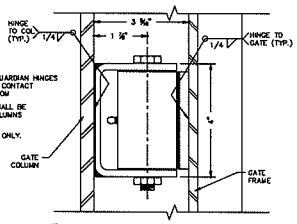
A 20' OR 24' DOUBLE SWING GATE-ELEVATION
SCALE: 3/4"=1'-0" (LOOKING FROM OUTSIDE)

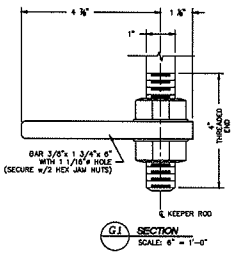


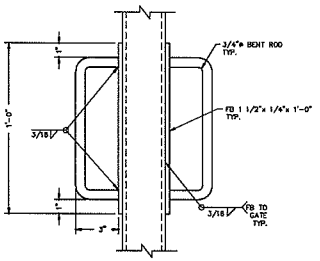
NOTE: 1. ALL GATE FRAME MEMBERS TO BE FILLET OR BUTT WELDED AND GROUND SMOOTH.
2. FINISH WITH 1 ct. SHERWIN WILLIAMS KEM KROMIK UNIVERSAL PRIMER AND 1 ct. SHERWIN WILLIAMS INDUSTRIAL ENAMEL (OR APPROVED EQUIVALENT) VOC APPLIED PER PRODUCT SPECIFICATIONS. FINISH COLOR TO MATCH COLOR OF EX. BLOCK WALL.

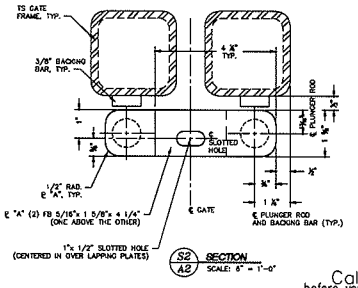


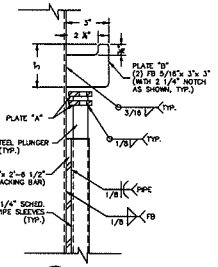
MAIN GATE HINGE NOTES
1. MAIN GATE BEARING HINGES SHALL BE GUARDIAN HINGES MODEL 2000 OR APPROVED EQUIVALENT. CONTACT ANTECH CORPORATION AT WWW.ANTECH.COM
2. THE BEARING HINGE SUPPORT PLATES SHALL BE SECURELY WELDED TO THE W 8 x 67 COLUMNS ON EACH SIDE OF THE ENTRANCE.
3. GATES OPEN INWARD (INTO SUBSTATION) ONLY.











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Call before you UnderGround 1-702-267-5000 1-702-435-5000
1-702-402-2929

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

SCOTT J. KAUFMANN CIVIL No. 20850 STATE OF NEVADA PROFESSIONAL ENGINEER Expires 06-30-17

NVEnergy
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DRAWN	CHECKED	APP'D
DWG. NO. C7-GAT	DSC. 2016	DSC. 2016	MD	BJK
PROJ. I.D. DS7253A7VALT				

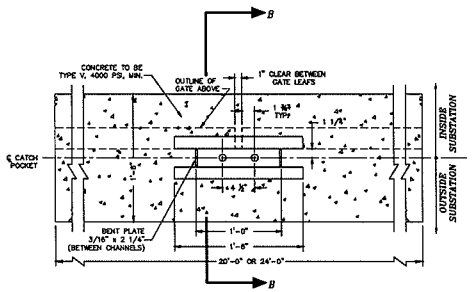
CONSTRUCTION
BID
REVIEW
ISSUED FOR:

POLARIS SUBSTATION
ON-SITE BLOCK WALL RELOCATION
GATE SECTION AND DETAILS (1 OF 2)

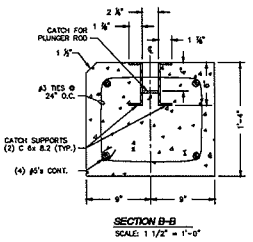
SHT. NO. C7
7 OF 8

Exhibit E

© NVEA, Valve Engineering Division, Revit Model DS7253A7VALT-07-GATE D15.rvt, Feb 25, 2011 - 8:58am



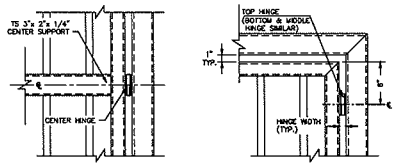
GATE STOP PLAN - SECTION A-A
SCALE: 1 1/2" = 1'-0"



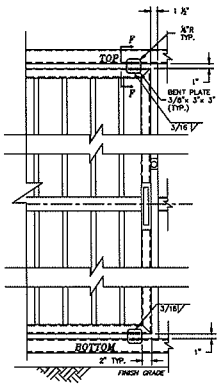
SECTION B-B
SCALE: 1 1/2" = 1'-0"

NOTE: SEE SECTIONS A AND B ON SHEET C6 FOR THRESHOLD CONNECTION TO EX. DRIVEWAY.

NOTES:
BEARING HINGES FOR THE PERSONNEL GATE SHALL BE 83303 BARREL TYPE AS SUPPLIED BY BUILDERS FENCE COMPANY OR APPROVED EQUIVALENT. WELD HINGES TO FRAME.

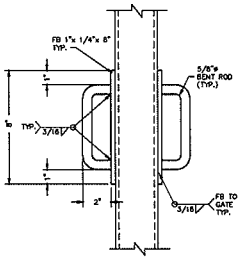


B1 PERSONNEL GATE HINGES
SCALE: 1 1/2" = 1'-0"

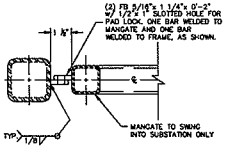


NOTES:
STOPPER PLATES TO BE WELDED TO INSIDE FACE OF PERSONNEL GATE.

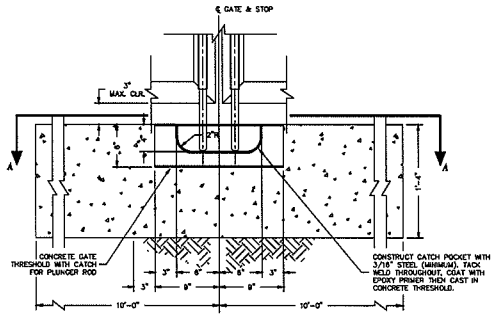
B4 PERSONNEL GATE STOPPERS
(LOOKING FROM INSIDE)
SCALE: 1" = 1'-0"



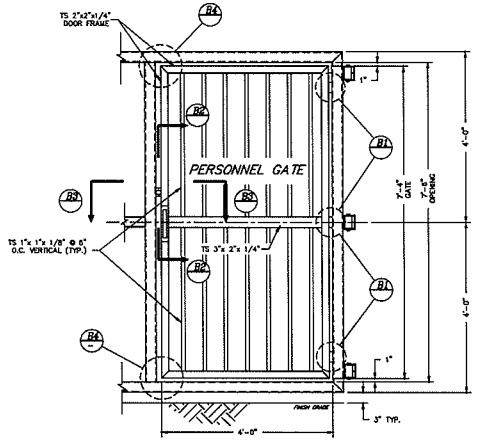
B2 PERSONNEL GATE HANDLES
(TYPICAL ON BOTH SIDES)
SCALE: 3" = 1'-0"



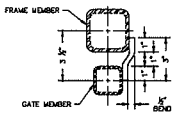
B3 HASP ASSEMBLY
SCALE: 3" = 1'-0"



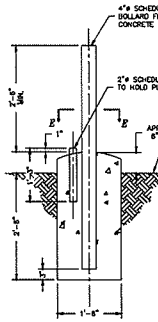
CLOSED MAINGATE STOP DETAIL A4 C7
SCALE: 1 1/2"=1'-0"



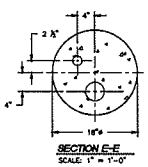
B PERSONNEL GATE
(LOOKING FROM OUTSIDE)
SCALE: 3/4"=1'-0"



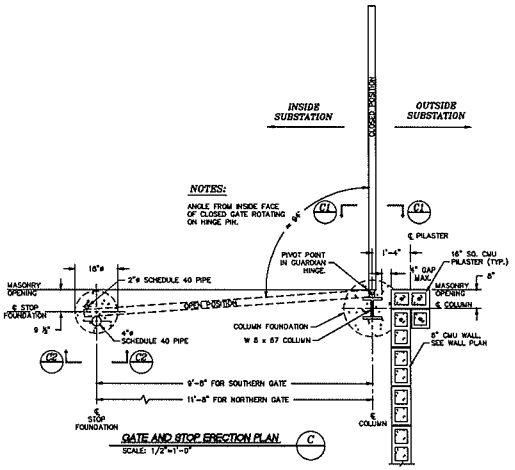
SECTION F-F
SCALE: 3" = 1'-0"



C2 OPEN GATE STOP
SCALE: 3/4" = 1'-0"

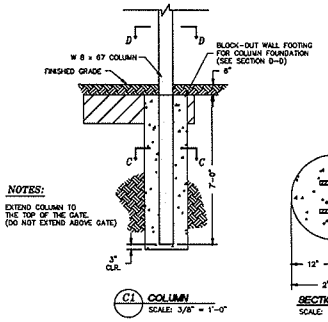


SECTION E-E
SCALE: 1" = 1'-0"



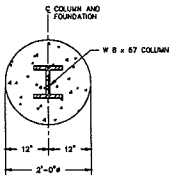
NOTES:
ANGLE FROM INSIDE FACE OF CLOSED GATE ROTATING ON HINGE PIN.

GATE AND STOP ERECTION PLAN C
SCALE: 1/2"=1'-0"

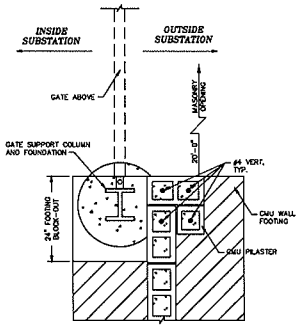


C1 COLUMN
SCALE: 3/8" = 1'-0"

NOTES:
EXTEND COLUMN TO THE TOP OF THE GATE. (DO NOT EXTEND ABOVE GATE)



SECTION C-C
SCALE: 3/4" = 1'-0"



TYPICAL GATE COLUMN SECTION D-D
SCALE: 3/4" = 1'-0"

Call before you Dig. 1-800-227-2600

Call before you UnderGround 1-702-267-3200 1-702-432-5300

1-702-402-2929

BY	DATE	REV	APPROVAL	REVISIONS	Proj. ID

SCOTT J. KAUFMANN — No. 20850 — CIVIL — PROFESSIONAL ENGINEER-STATE OF NEVADA — Expires 06-30-11

NVEnergy
6226 WEST SAHARA AVE.
MAIL STOP #10
LAS VEGAS, NEVADA 89146

DRAWN	DEC. 2010	MD
CHECKED	DEC. 2010	SJK
APP'D		

DWG. NO. C8-GAT
PROJ. ID. DS7253A/ALT

CONSTRUCTION
BID
REVIEW
ISSUED FOR:

ALTA SUBSTATION
ON-SITE BLOCK WALL RELOCATION

GATE SECTIONS AND DETAILS (2 of 2)

SHT. NO. C8
8 OF 8

Exhibit E

G:\DWG\Mtl\Drawings\Block Wall Relocation\DS7253A\ALT-C8-GATE D1L.dwg Feb 25, 2011 — 8:58am

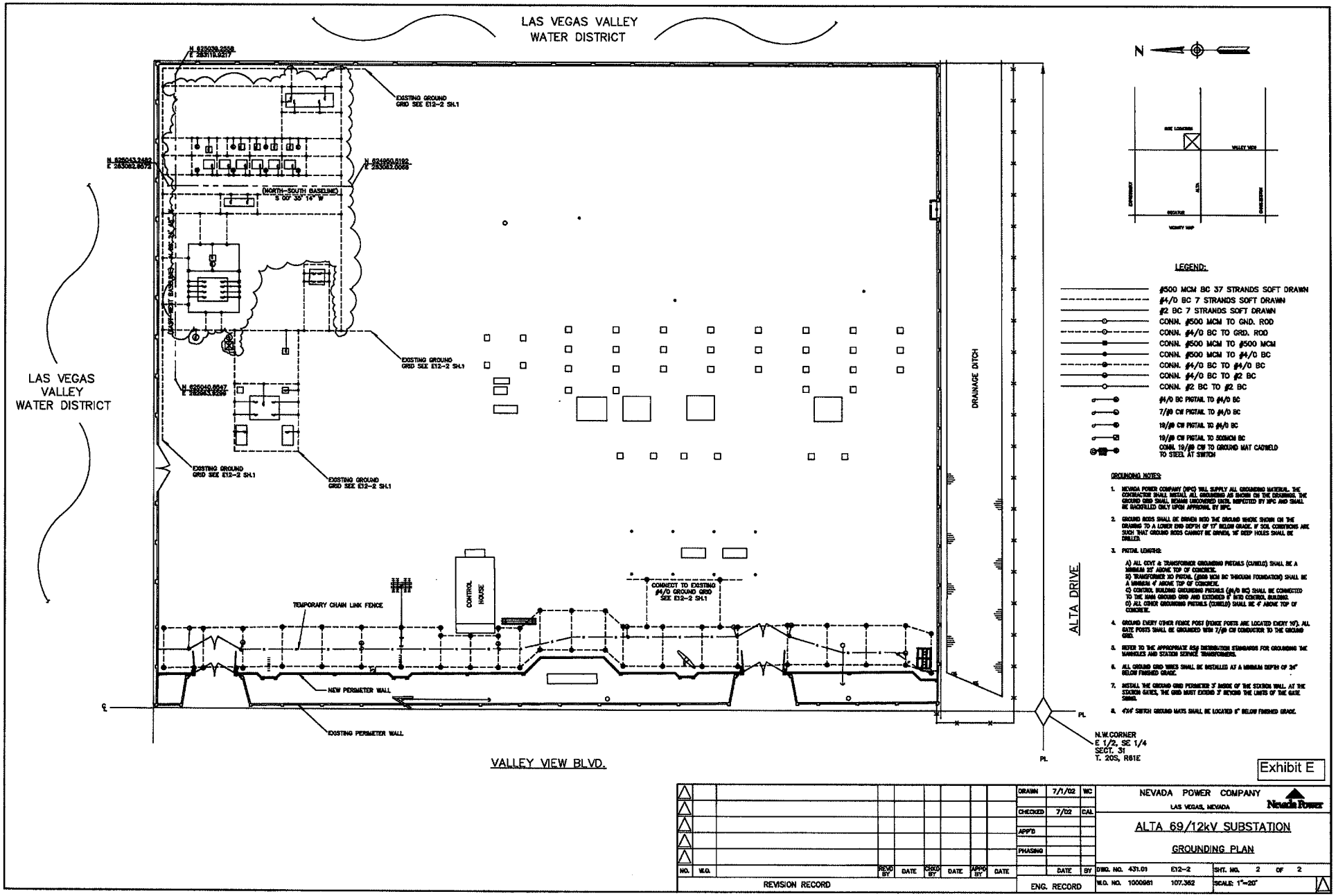


Exhibit E

NO.	W.O.	REVD BY	DATE	CHKD BY	DATE	APPD BY	DATE

REVISION RECORD

DRAWN	7/1/02	WC
CHECKED	7/02	CAL
APP'D		
PHASING		

ENG. RECORD DATE BY

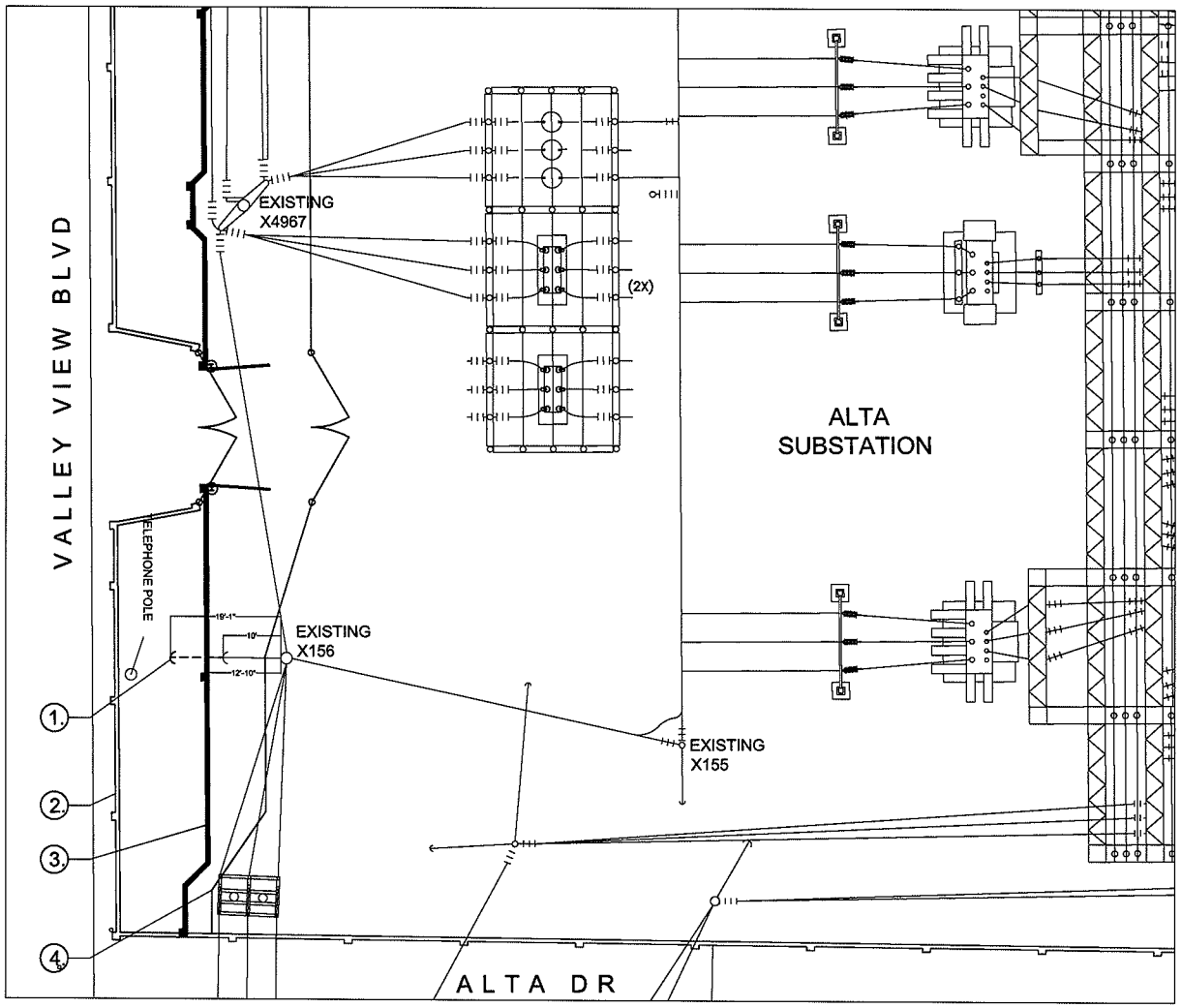
NEVADA POWER COMPANY
LAS VEGAS, NEVADA

ALTA 69/12kV SUBSTATION

GROUNDING PLAN

DWG. NO. 431.01 E12-2 SHT. NO. 2 OF 2

W.O. NO. 1000981 107.362 SCALE: 1"=20'



MATERIALS

ITEM	DESCRIPTION	QUANTITY
131405	GUY GRIP, FOR 7/16" EHS GUY WIRE	1 EA
131455	TRIPLE EYE, GALVANIZED, FOR 1" ROD	1 EA
130046	ANCHOR ROD, 1" X 10" CU & 1/4" X 24" DISC	1 EA
130072	FLANGED CAP NUT, EXTRA HEAVY, 1" – 8 UNC2	1 EA
130086	PLASTIC INSULATING WASHER, 1"	1 EA

CONSTRUCTION NOTES:

1. RELOCATE GUY 9'–1" EAST. REPLACE EXISTING ANCHOR, EYE AND GRIP. RE–USE WIRE AND POLE ATTACHMENT HARDWARE. TENSION SHOULD BE DETERMINED IN THE FIELD IN ORDER TO KEEP X156 PLUMB
2. EXISTING WALL TO BE REMOVED.
3. PROPOSED BLOCK WALL.
4. TEMPORARY FENCE.

Exhibit E

NOTES:

REV	DESCRIPTION REVISION RECORD	DRAFTER	DATE	DESIGNED	DATE	CHECKED	DATE	APPROVED	DATE
0	FOR CONSTRUCTION	MA	12/21/10	BP	12/21/10	BP	12/21/10	MF	1/18/11

NVEnergy

ALTA SUB WALL
GUY RELOCATION

REF.
SCALE: NONE NONE
PROJ. ID. DS725A7ALT
DWG. NO. 0

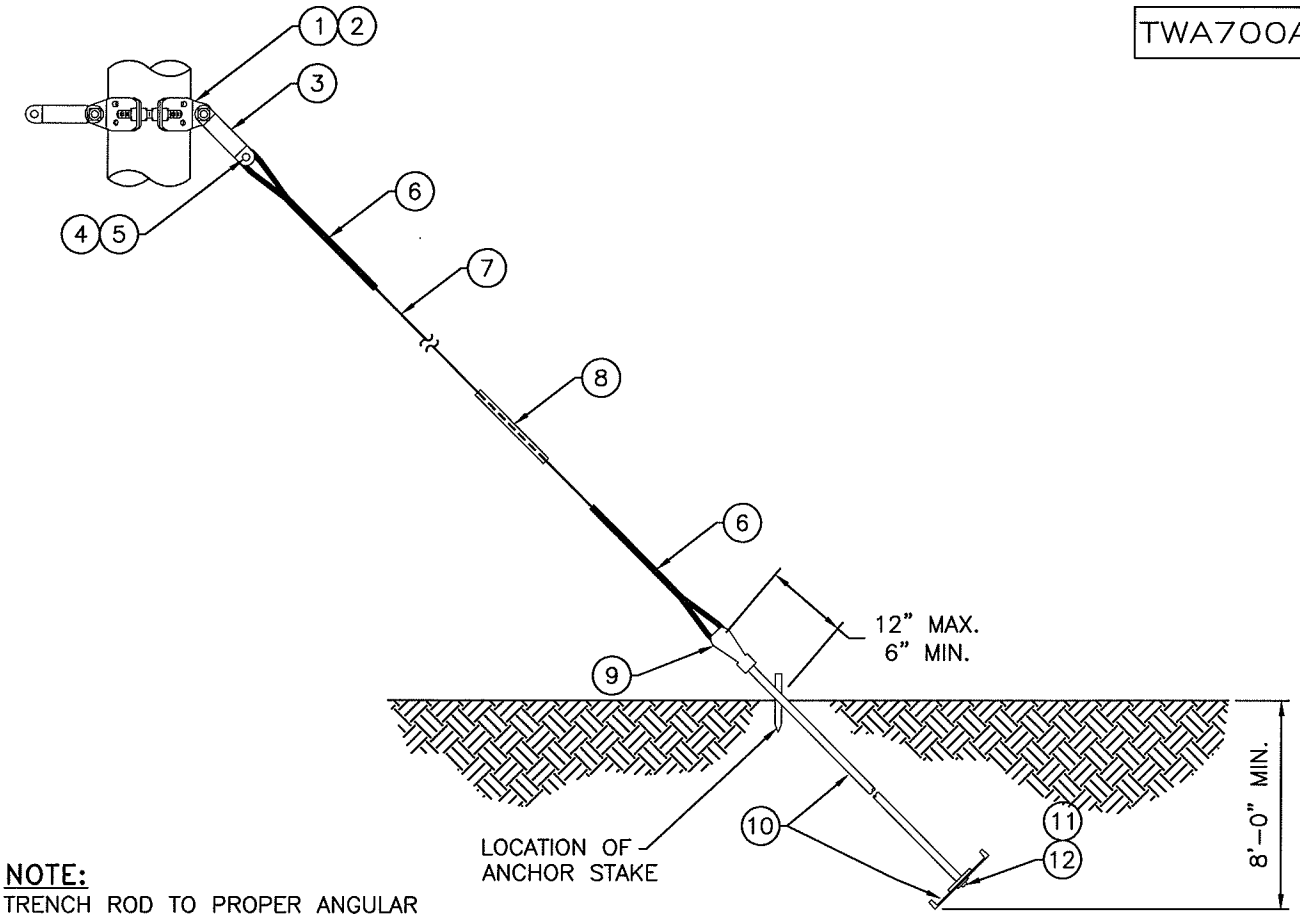
T 20 S
R 61 E
30 29
31 32
CLARK CO.

SHEET NO. 1 OF 1

PLOT DATE/TIME: 1/18/2011 1:30 PM PLOTTED BY: PEACOCK, BENJAMIN

U:\NPC\10\VOL1\TRANSCOM\PERSONAL_FILES\BENP\PROJECTS\ALTA SUB WALL_GUY RELOCATION\OH LINE DESIGN\CTO\07 PLAN & PROFILE\ALTA LINEWORK.DWG

TWA700A



NOTE:
TRENCH ROD TO PROPER ANGULAR POSITION. MAINTAIN A STRAIGHT ROD.

BILL OF MATERIALS

ITEM	STOCK NUMBER	STD. BOOK PAGE	DESCRIPTION	QTY
1	130179	MB–6	Pole Band, Heavy Duty, 13"–16" Dia.	1 ea
2	131671	MS–1	Screw, Lag 1/2" x 4 1/2"	8 ea
3	131444	MC–6	Connecting Links	2 pr
4	131653	MS–7	Sheave Wheel	1 ea
5	130513	MB–4	Bolt, Machine, 7/8" x 3" w/Cotter Pin	1 ea
6	131405	MG–3	Guy Grip, for 7/16" EHS Guy Wire	2 ea
7	131962	MW–2	Guy Wire, 7/16" EHS	A/R
8	131418	MM–2	Marker, Guy, Standard	1 ea
9	131455	MA–3	Triple Eye, Galvanized, for 1" Rod	1 ea
10	130046	MA–3	Anchor Rod, 1" x 10' Cu & 1/4" x 24" Disc	1 ea
11	130072	MA–3	Flanged Cap Nut, Extra Heavy, 1"–8 UNC2	1 ea
12	130086	MA–3	Plastic Insulating Washer, 1"	1 ea

DRAWING INFO.		
DRAWN	12/7/00	MRH
DESIGNED	12/7/00	VLB
CHECKED	12/8/00	BTO
APPROVED	12/9/00	BTO
	DATE	BY
REV. 1	12/20/10	BDP

NVEnergy™

DOWN GUY AND ANCHOR ASSEMBLY

Exhibit E

SHEET: 1 OF 1 | DWG. NO.: TWA700A

G:\TRANSCAD\STD-ASSY\TWA700A.DWG

FACILITIES RELOCATION AGREEMENT

Exhibit F
Transmission Use Agreement

[Attached]

APNs:

When recorded, mail to:
Land Services
NV Energy
PO Box 98910 MS 9
Las Vegas, Nevada 89151-0001

TRANSMISSION USE AGREEMENT

This Transmission Use Agreement ("Agreement"), is made and entered into this _____ day of _____, 20___, by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy, with offices located at 6226 W. Sahara Ave. Las Vegas, NV 89146 ("**NV Energy**") and ("**Owner**"). From time to time, Owner and **NV Energy** may be individually referred to herein as a Party and collectively as the Parties.

Owner certifies that it is the legal owner of the property identified on Exhibit A attached hereto, lying within the Quarter (¼) of Section __, Township __ South, Range __ East, M. D. M. Clark County, Nevada, presently known as: Assessor's Parcel Numbers _____, inclusive, (the "**Property**").

NV Energy holds an easement recorded _____ in Book_____ as Document No. _____, Official Records, Clark County, Nevada ("**Easement Area**") in, upon and over which **NV Energy** electric system and communication facilities are located.

Owner now wishes to install improvements and conduct activities on and within the Easement Area; however, these improvements and activities are subject to **NV Energy**'s written consent.

NV Energy hereby consents to the improvements and activities described in Section 3 below subject to the terms and conditions contained in this Agreement.

In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and adequacy of which the Parties acknowledge, the Parties agree as follows:

1 Owner acknowledges that **NV Energy**'s facilities may be dangerous to property and life, and therefore agrees to comply with the requirements in this Agreement. Further, Owner will report to **NV Energy** any known incident of unauthorized contact, hazards, vandalism or trespass that affect or may affect **NV Energy**'s facilities.

2 Owner must comply with the following:

2.1 Owner must comply with all applicable National Electrical Safety Code (NESC) and Occupational Safety and Health Administration (OSHA) requirements.

2.2 Owner must not stockpile materials and/or equipment under lines.

2.3 Owner must maintain a 40'x40' square of vacant and accessible area on one side of "tangent" structures (STD-D4) and a 40'x40' square of vacant and accessible area around "dead-end" structures (STD-D3) to allow **NV Energy** access for maintenance purposes, as shown in Exhibit .

2.4 Owner must install pole bollards (STD-D1) if parking is allowed within 10 feet of any transmission structure as shown in Exhibit if required.

2.5 Owner, at its expense, must maintain the Easement Area that is within the Property.

2.6 Before conveying fee simple interest to all or a portion of the Property, Owner must provide the future property owner with a copy of this Agreement and the **NV Energy** easements identified above.

3 In addition, Owner must construct and maintain the improvements in the Easement Area in accordance with the detailed designs that are attached as Exhibits A-, A- , A- , and A- to this Agreement and incorporated herein by reference:

3.1 **NV Energy** approves the installation of (Exhibits A-2, A-3, A-4). The maximum height of these items must not exceed_____, as shown in Exhibit A-1.

3.2 NV Energy approves the installation of

3.3 NV Energy advises to always Call Before You Crane (702) 402-2929 when working near overhead powerlines.

4 The following activities/uses of the Property within the Easement Area, for safety and liability reasons, are typically not allowed, certain specific exceptions may be noted in Section 3:

4.1 Parking and storage of vehicles exceeding 8' in height.

4.2 Covered parking.

4.3 Metallic fences and structures.

4.4 Block walls.

4.5 Trash enclosures.

4.6 Buildings or structures and free standing signs.

4.7 Swimming pools.

4.8 Pine and palm trees.

4.9 Elevation or grade changes.

4.10 Obstructions that limit NPC's access to its facilities.

5 Owner must not make additional uses of or add other improvements within the Easement Area that are not identified in Section 3 above until after Owner and **NV Energy** execute and record a new transmission use agreement in the form substantially similar to this Agreement.

6 This Agreement continues in effect for perpetuity, and constitutes a covenant running with the land, provided, however, that nothing contained in this Agreement may be construed as a conveyance by either Party of the Party's respective rights in the Easement. The Agreement binds and inures to the benefit of the respective heirs, successors, personal representatives, and assigns of the Parties.

7 If any person, governmental agency, or other entity which is not a party to this Agreement commences any proceedings or makes any claim against NV Energy which is based upon or arises out of this Agreement, then Owner will defend, indemnify and hold harmless NV Energy from the proceedings or claim to the extent of Owner's wrongful conduct.

7.1 This obligation to defend, indemnify and hold harmless, includes, but is not limited to the following matters:

7.1.1 Personal injuries or loss of life;

7.1.2 Damage or loss to real or personal property;

7.1.3 Hazardous waste or environmental liability; and

7.1.4 Citations, fines, taxes, assessments, or related matters from any governmental authority including, but not limited to, OSHA, the EPA, and the IRS.

7.2 NV Energy must notify Owner of the proceedings or claim within a reasonable period of time after it has received actual notice of the proceedings or claim. The Parties will take all reasonable actions necessary to assist each other in determining the nature and extent of the issues contained in the proceedings or claim.

7.3 If a proceeding is commenced against NV Energy which is based upon or arises out of this Agreement, then NV Energy is entitled to make the Owner a party to the proceeding for the purpose of enforcing the terms and conditions of this Section.

7.4 The obligations contained in this Section survive termination of this Agreement.

8 Any dispute or cause of action between the Parties to this Agreement, including, but not limited to, contract issues, tort issues, equity issues and interpretation of laws or regulations, must be resolved as follows:

8.1 Preliminary Injunctions and Temporary Restraining Orders may be sought through any proper court. After considering an application for a Preliminary Injunction and/or Temporary Restraining Order, the court may either grant the relief sought and then submit the matter to an arbitrator for final determination or submit the entire matter to an arbitrator for determination.

8.2 All other relief, including, but not limited to, damages will be determined by final and binding arbitration using the American Arbitration Association in accordance with its Commercial Arbitration Rules, in effect at the time of the arbitration. Any award or determination rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof.

9 If **NV Energy** desires access to its facilities for any reason and at any time, then Owner must take all necessary actions to provide such access, including without limitation, removal of vehicles and locks. If Owner fails to comply with the requirements of this Section, **NV Energy** is entitled to take any action it deems necessary, in its sole judgment, to access the facilities without liability to Owner and Owner will promptly reimburse **NV Energy** for any related costs.

10 **NV Energy** is entitled to terminate this Agreement upon a minimum of sixty (60) days prior written notice to Owner, without default, in the event that:

10.1 **NV Energy**, in its sole judgment, determines that any use of Property within the Easement Area is not in accordance with this Agreement; or that

10.2 Existing approved uses endanger the safe and reliable construction, operation or maintenance of its facilities.

11 Any notices under this agreement must be addressed to the appropriate Party as follows:

NV Energy	Owner
Land Services P.O. Box 98910 MS 9 Las Vegas, NV 89151-0001	

Owner must include a reference to project # _____ in any such notice.

IN WITNESS WHEREOF, the Parties execute this Agreement.

NEVADA POWER COMPANY, d/b/a NV Energy

By: _____

Name: James R. Saavedra

Title: Director of Land Services

State of Nevada)
) ss
County of Clark)

This instrument was acknowledged before me on _____, 20 by James R. Saavedra as Director of Land Services of Nevada Power Company.

_____
Notary Public Signature and Seal

By: _____

Name: _____

Title: _____

State of _____)
) ss
County of _____)

This instrument was acknowledged before me on _____, 20 by _____ as _____ of. _____ _____.

_____
Notary Public Signature and Seal

EXHIBITS A- ,A- , A-, , A- , are on file in the Land Services Department of Nevada Power Company, d/b/a **NV Energy.**

EXHIBIT A

Exhibit G
Insurance Coverages

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in the Work Area to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a combined single limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

(C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

(D) Severability and Cross Liability. Providing for severability of interest and providing cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

(E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Applicant must provide Utility with certificates of insurance, naming Utility as additional insured, evidencing the coverage required above including additional insured endorsement numbers before Applicant, its contractors or subcontractors commence any work in the Work Area. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Approval of Rule 9 Line Extension Agreement No. 3061 between the City of Las Vegas and Nevada Power Company, a Nevada Corporation dba NV Energy, for electrical service at the Sandhill and Owens Park and Trailhead located at Sandhill Road and the Las Vegas Wash ($65,493 - Southern Nevada Public Land Management Act [SNPLMA]) - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $65,493
Funding Source: SNPLMA
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
Authorization for the Mayor to sign a Rule 9 Line Extension Agreement with NV Energy for electrical service at the Sandhill and Owens Park and Trailhead.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement No 3061

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 3061
PID: 0000193065
Date Prepared: 03/11/2011

This Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and CITY OF LAS VEGAS, a(n) NV Governmental Agency, ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has requested Utility to relocate or alter existing Utility facilities or has requested "**Service**" or a "**Line Extension,**" as defined in Rule 1, for the purpose of receiving electric service to its Development.

C. In accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will relocate or alter Utility facilities, as requested by Applicant.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

1.1 Line Extension. In order to provide 116 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled SANDHILL & OWENS PARK/TRAIL and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$75,753.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$65,493.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$1,636.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$1,636.00** and a taxable, non-refundable cost of **$0.00**. If the Estimated CIAC is greater than $20,000, it is subject to Cost True-up.

(B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **$63,857.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 and any Commission Order in the amount of **$0.00**.

(C) Tax Effect. The estimated Tax Effect is:

(1) Advance Subject to Refund. A Tax Effect relating to the Advance Subject to Refund in the amount of **$0.00**. This Tax Effect is subject to refund.

(2) CIAC. A Tax Effect relating to CIAC in the amount of **$0.00**. This Tax Effect is subject to adjustment in connection with a Cost True-Up.

(3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12 (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **$0.00**. This Tax Effect is not subject to refund.

1.4 Estimated Line Extension Project Allowance and Initial Allowance. The estimated Allowance for the Line Extension Project on the Effective Date is **$15,660.00** (**"Estimated Line Extension Project Allowance"**). Applicant's Initial Allowance is **$10,260.00**. A worksheet supporting the Estimated Line Extension Project Allowance and the Initial Allowance is attached as Exhibit C.

1.5 Payment; Purchase Order. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility – or deliver a purchase order to Utility in the amount of – **$65,493.00**. When calculating this amount, Utility applied the Initial Allowance and, if applicable, a credit for the Utility Betterment.

1.6 Related Projects and Contracts

(A) Related Projects. If any project to which this Line Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title

(B) Proportionate Share Contracts. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay Proportionate Share Costs:

Contract No.	Dated	Expiration	Title

(C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts

Contract No.	Dated	Expiration	Title

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. The design for the Line Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.

2.2 Condition to Providing Service. Utility does not have an obligation to provide Service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development even though conflicts remain, Applicant is responsible for all Costs to resolve those conflicts to Utility's satisfaction and Applicant must (at its Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.

2.4 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service (as defined in Rule 1) before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.

2.5 Line Extension Project Completion. The Line Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility energized the Line Extension Project to provide Service to the Development.

3. Line Extension Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit B. The estimated Line Extension Project Costs are identified on Exhibit B.

3.2 Utility and Applicant Betterments.

(A) Estimated Expense of Utility Betterment. The estimated expense for the Utility Betterment is, and Utility will credit and/or pay Applicant, **$0.00** ("**Betterment Expense**") unless Utility sends Applicant a Stop Work Notice. Utility will credit Applicant **$0.00** and, after Applicant delivers the lien releases required by Subsection (E) below, pay Applicant **$0.00**.

(B) Obligation to Install Utility Betterment. If the Design identifies a Utility Betterment, Applicant must install those facilities when it performs its work in connection with the Line Extension Project.

(C) Utility Betterment Scope of Work. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment: _____.

(D) Utility's Option to Stop or Terminate Work on Utility Betterment. At any time, Utility may notify Applicant to terminate work on the Utility Betterment (**"Stop Work Notice"**). If Applicant receives a Stop Work Notice, Applicant must stop working on the Utility Betterment immediately and take action to mitigate expenses. Within 30 days after terminating work, Applicant must submit a final invoice to Utility for work performed through the termination date on the Utility Betterment. Notwithstanding Section 3.2(A), if Utility issues a Stop Work Notice, Utility is only responsible for Applicant's actual expenses for the Utility Betterment (up to the amount of the Betterment Expense). If, after receiving a Stop Work Notice, Applicant's actual expenses are less than the Betterment Expense, Utility (in its discretion and notwithstanding Section 13.8) may revise Section 1 and Exhibit B and invoice Applicant.

(E) Release of Lien or Claim for Utility Betterment. Utility cannot accept any facilities constructed and equipment installed by Applicant, including the Utility Betterment, and will not energize Applicant's Line Extension Project until after Applicant furnishes to Utility a complete release of any lien or claim.

(F) Ownership of Betterment. The design identifies any Utility Betterment and any Applicant Betterment. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance.

(G) Guarantee. The Section 7 guarantees also apply to any Betterment.

3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and Proportionate Share Refunds and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to Applicant's Line Extension Project, the refund may range from $0 to the balance of the Advance Subject to Refund. The total of all refunds must not exceed the Advance Subject to Refund. Notwithstanding Section 13.2 and in accordance with Rule 9, Section A.14, Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment in a form acceptable to Utility.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.

3.5 Performance of Allowance True-Up. In its discretion and at any time, Utility may perform an Allowance True-Up. However, if on the Effective Date the Initial Allowance is less than the Estimated Line Extension Project Allowance, Utility will perform an Allowance True-Up 18 months after the Effective Date and calculate any Excess Allowance in accordance with the Allowance True-Up.

3.6 Performance of Cost True-Up. In its discretion and no later than five (5) years after the In-Service Date, Utility may perform a Cost True-Up. If the Estimated CIAC is greater than $20,000, Utility will perform a Cost True-Up after all Costs have been recorded.

3.7 Return of Overpayments and Invoices Associated with Accounting Adjustments. If Utility performs the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or return any overpayment to Applicant. If Utility does not

perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility.

3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

3.9 Multiple Applicants. [RESERVED]

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9 (**"Applicant's Cost Responsibility"**).

(A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide Service to the Development or increases the Cost to serve the Development, the Parties might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.

(B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Line Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.

(C) Purchase Order. If Utility agreed to accept a purchase order from Applicant for the amount identified in Section 1.5, Utility will invoice Applicant's Cost Responsibility against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might result in a delay in completion of the Line Extension Project.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and

substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 0000193065 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide Service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Line Extension Project.

4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction or installation of the facilities and equipment.

(B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.

4.9 Reduction of Service or Termination Charges; Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates Service to the Development, or (D) significantly curtails or reduces Service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for

commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Right to Set Off

5.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

(A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;

(B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;

(C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;

(D) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.4(B); and

(E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).

5.3 Other Rights and Remedies; Survival. If Utility sets off any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. Property Rights; Ownership and Lien Release(s)

6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.

6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement

are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant, and the Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. Guarantees

7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following the In-Service Date. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.

7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 60 days of receiving an invoice from Utility.

7.3 Modification or Relocation of Electric Facilities. If Applicant requests that Utility install electric facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

8. Default

8.1 Procedure. If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

9.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

9.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

9.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.

9.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as

practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.

10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

10.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.

10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

11.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

11.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the

performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. Precedence

12.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

13.1 Insurance. Applicant must require that the contractor and subcontractors performing work in connection with this Agreement to procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the work. If Applicant performs any work in connection with this Agreement, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.

13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

13.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.

13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion

or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

13.16 Joint and Several Liability. [RESERVED]

14. Term and Termination

14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds, returns of overpayments, or moneys after the termination of this Agreement.

14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 4.3;

(B) Obligations under Section 4.4;

(C) Obligations under Section 4.7;

(D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;

(E) Obligations under Section 6;

(F) Obligations under Section 7;

(G) Obligations under Section 9;

(H) Obligations that arise under Section 13.1; and

(I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6, Section 13.16 and Section 15 continue to apply to this Section.

15. Notices

15.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
Terry, Steve
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6799
Fax No.: _____
Email Address: sterry@nvenergy.com

Applicant:
CITY OF LAS VEGAS
CLAIR LEWIS CLAIR LEWIS
Physical Address: 400 STEWART AVE, LAS VEGAS, NV 89101
Mailing Address: not applicable
Telephone No.: 000-229-2096
Fax No.: 000-464-5704
Email Address: N/A

15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.

16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.

16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.

16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.

16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.

16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route that Utility deems suitable.

16.8 Commission: Public Utilities Commission of Nevada.

16.9 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; appraisals; compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.

16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date.

16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("**PID**") to this project.

16.14 Effective Date: The date this Agreement is last signed below.

16.15 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will remit to Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).

16.16 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.

16.18 In-Service Date: The date on which Utility energizes the Line Extension Project to provide Service to the Development.

16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

16.20 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide Service to the Development, as shown on Exhibit A.

16.21 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

16.22 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.

16.23 Property: The premises owned or controlled by Applicant commonly known as SANDHILL AND OWENS and further described as being within 14030601001.

16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.

16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.

16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.

16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date this Agreement was prepared, which is 03/11/2011.

16.31 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]

NVEnergy.

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 3061
PID: 0000193065
Date Prepared: 03/11/2011

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

Date: _____

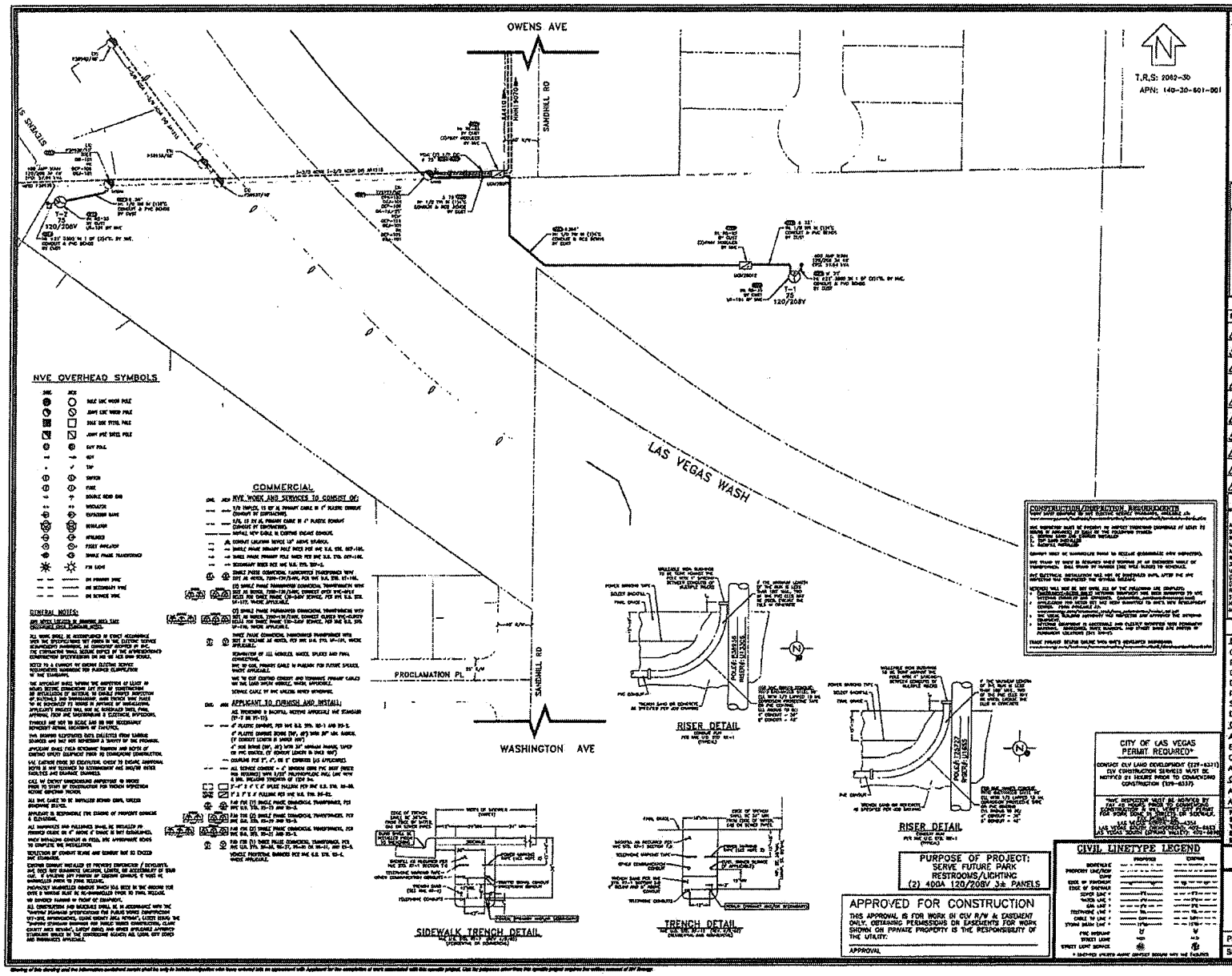
Approved as to form

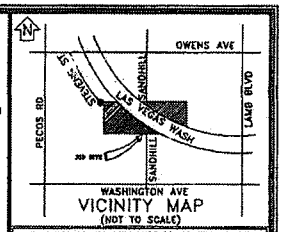
_____ 3/16/11
John S. Ridilla Date
Deputy City Attorney

Exhibit A

Design

[Attached]





VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DO OVERHEAD
CALL 1-702-402-2829

Call before you Dig
Call 811
1-800-227-2600
1-702-455-7544

REVISIONS

NO.	DESCRIPTION	DATE	G.A.

OVERHEAD

TYPE OF EASEMENT:
ACRAL
STANDARD
R/W-31
UNDERGROUND
AS BUILT UNDERGROUND
R.O.E./R/W-5-CDM
3rd PARTY
UNDERGROUND BY EXHIBIT
(U-DOT) PERMIT
(RAN) PERMIT
RAILROAD-UPRR-PERMIT
3D, PERMIT WITH PERMIT
NOT REQUIRED
Misc. Info.

JPA NOTES:
EMBARQ CONTACT: DAVID S.
PHONE NUMBER: 702/244-8071
DATE OF CONTACT: 11/18/2009
TO SET NEW POLES
TO STAKE NEW POLES
TO PROVIDE ____ POLES
FT. CLASS ____
FT. CLASS ____
FT. CLASS ____
TO DIG POLE HOLES
TO REMOVE EX. POLES
INSTALL 3A RISER ON POLES
EMBARQ AND TRAFFIC
JPA#: P2009090130

EXHIBIT 'A'

NVE INFORMATION:
COORDINATOR: STEVE TERRY
PHONE: 702/402-4318
DESIGNER: LUIS C. MONTOYA
DCA: N/A
INSPECTION SCHEDULING: 402-3008
STAND BY:
DISTRICT: LAS VEGAS

CUSTOMER INFORMATION:
APPLICANT: CLV
ENGINEER: TJK CONSULTING ENGINEERS INC
CONTACT: CLAIR LEWIS 702/229-2086
APPROVAL DATE: 01/05/2010

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 03/09/2010

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR SACH TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS

NVEnergy

SANDHILL & OWENS PARK/TRAIL

PROJ. ID: 193065	SCALE: 1" = 50'
SHEET #: 1 OF 1	DATE: 11/07/2009

Exhibit B
Cost Worksheet

[Attached]

Cost Worksheet (Exhibit "B")

NVEnergy

Project ID: [illegible] Project Title: [illegible]
Units: 2 kVA: 15
Contract Type: CIAC NVEnergy Contact: Steve Terry
Estimate Version: 1 Estimate Request Number: 6168

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	34,485.00	34,485.00	1,636.00	0.00
Material & Overhead	41,268.00	41,268.00	0.00	0.00
DCA	0.00	0.00	0.00	0.00
Trenching	0.00	0.00	0.00	0.00
Permits	0.00	0.00	0.00	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Total Amount	75,753.00	75,753.00	1,636.00	0.00

Allowance Calculation

Refundable

Applicant Cost Subject to Refund	74,117.00
Proportionate Share	0.00
Proportionate Share Waived	0.00
Refund Subject to Allowance & Excess Salvage	74,117.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00
Current Allowance	10,260.00
Total Applicant Refundable Cost After applying salvage	63,857.00

Non-Refundable

A

Applicant Non-Refundable Cost	1,636.00
(Subject to Salvage Credit & Not Subject to Excess Allowance)	
Salvage Credit to be applied	
Excess Salvage Credit to be applied from B	0.00
Applicant Non-Refundable Cost	1,636.00
(Not Subject to Excess Allowance After applying Salvage Credit)	

B

Applicant Non-Refundable Cost	0.00
(Subject to Salvage Credit & Excess Allowance)	
Salvage Credit to be applied	
Excess Salvage Credit to be applied from A	0.00
Applicant Non-Refundable Cost	0.00
(Subject to Excess Allowance After applying Salvage Credit)	
Excess Allowance	0.00
Applicant Non-Refundable	0.00
(After applying Excess Allowance and Salvage Credit)	

Total Non-Refundable	1,636.00
Removal of Existing Facilities	1,636.00
Total Taxable Non-Refundable Cost	0.00
Total Non-Taxable Non-Refundable Cost	1,636.00

Friday, March 11, 2011

Cost Worksheet ("Exhibit - B")

NVEnergy.

Advance Summary

Advance Subject to Refund		Current Tax Rate	0.0000
Non-Taxable Advance	0.00	Total Non-Taxable	1,636.00
Taxable Advance	63,857.00	Total Taxable (Less Tax)	63,857.00
Tax	0.00	Total Tax	0.00
Total Advance Subject to Refund	63,857.00	**Total Contract Amount**	65,493.00
		(subject to credits)	
Non-Refundable Advance			
Non-Taxable Advance	1,636.00		
Taxable Advance	0.00		
Tax	0.00		
Substructures Tax	0.00		
Total Non-Refundable Advance	1,636.00		
Total Contract Amount	65,493.00		
(subject to credits)			
Applicant Installed Conduit Credit	0.00		
Applicant Installed Oversized Facilities Credit	0.00		
Applicant Installed Facilities Credit	0.00		
Applicant Installed Service Reimbursement Credit	0.00		
Total Applicant Credits	0.00		
Utility Betterment Expenses			
Retention Percentage	10.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance			
Total Applicant Advance/Credit	65,493.00		

Exhibit C

Allowance Worksheet

[Attached]

Allowance Worksheet (Exhibit – C)

NVEnergy

Project ID : 0000193065 **Project Title :** SANDHILL & OWENS PARK/TRAIL

Total Proposed Allowance $ 15,660.00

Initial Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA	X	Build out Factor	=	Allowance Mtr/Unit/kVA	X	Allowance Multiplier unit/meter/kVA	=	Initial Allowance
No	LGS-1		58.00	kVA	X	65.00%	=	38.00	X	$ 135.00	=	$ 5,130.00
No	LGS-1		58.00	kVA	X	65.00%	=	38.00	X	$ 135.00	=	$ 5,130.00
										Total Initial Allowance		$ 10,260.00

Remaining Project Allowance $ 5,400.00

Potential Future Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA	X	Build out Factor	=	Allowance Mtr/Unit/kVA	X	Allowance Multiplier unit/meter/kVA	=	Potential Future Allowance
No	LGS-1		58.00	kVA	X	35.00%	=	20.00	X	$ 135.00	=	$ 2,700.00
No	LGS-1		58.00	kVA	X	35.00%	=	20.00	X	$ 135.00	=	$ 2,700.00
										Total Potential Future Allowance		$ 5,400.00

NVEnergy.

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the line extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.

Exhibit D-1

Insurance Coverages

(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing any work in connection with this Agreement to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars ($1,000,000.00) per occurrence for comprehensive general liability, one million dollars ($1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars ($500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit D-2

Insurance Coverages

(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars ($1,000,000.00) per occurrence for comprehensive general liability, one million dollars ($1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars ($500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Discussion and possible action regarding Fiscal Year 2012 City of Las Vegas operating budget – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and review of the Fiscal Year 2012 City of Las Vegas operating budget with a focus on review of projected revenues and City Council guidance relative to appropriation levels and resource priorities.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PARKS, REC & NEIGH SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on an estimated allocation of $1,098,706 in FY 2011-2012 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

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

Amount: $1,098,706
Funding Source: HUD-HOPWA
Dept./Division: PRNS/Neighborhood Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $1,098,706 of United States Department of Housing and Urban Development (HUD) HOPWA Funds for Fiscal Year 2011-2012. Neighborhood Services shall complete all HUD-required Environmental Reviews (ER). The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Parks, Recreation & Neighborhood Services.

RECOMMENDATION:
Staff recommends approval of the HOPWA allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PARKS, RECREATION AND NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of $1,098,706 in FY 2011-2012 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Aid for AIDS of Nevada (AFAN) – Short-term Rent, Mortgage, and Utility Assistance, Housing Information, TBRA, and Supportive Services.	$638,349
Community Counseling Center – HIV Supportive Services	$116,232
Golden Rainbow – Living with AIDS Program	$54,913
HELP of Southern Nevada – Emergency Resource Services	$167,146
Women's Development Center – HOPWA Affordable Housing	$89,105
Total HOPWA Funds Recommended by CDRB	$1,065,745
HOPWA Administration (3%)	$32,961
Total HOPWA Funds	**$1,098,706**

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PARKS, REC & NEIGH SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on an estimated allocation of $225,482 in FY 2010-2011 Emergency Shelter Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

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

Amount: $225,482
Funding Source: HUD-ESG
Dept./Division: PRNS/Neighborhood Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $225,482 of United States Department of Housing and Urban Development (HUD) ESG Funds for Fiscal Year 2011-2012. Neighborhood Services shall complete all HUD-required Environmental Reviews (ER). The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Parks, Recreation & Neighborhood Services.

RECOMMENDATION:
Staff recommends approval of the ESG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PARKS, RECREATION & NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of $225,482 in FY 2011-2012 Emergency Shelter Grant (ESG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Catholic Charities-St. Vincent Lied Dining	$50,000
HELP of Southern Nevada Youth Center-Transitional Housing	$50,000
Salvation Army-Homeless Services	$50,000
Shade Tree-Emergency Shelter	$50,000
WestCare Shelter	$14,208
Total ESG Funds Recommended	$214,298
Emergency Shelter Grant Adm. (5%)	$11,274
Total ESG Funds	**$225,482**

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PARKS, REC & NEIGH SERVICES
DIRECTOR: STEPHEN K. HARSIN ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action on an estimated allocation of $5,540,639 in FY 2011-2012 Community Development Block Grant (CDBG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,540,639
Funding Source: HUD-CDBG
Dept./Division: PRNS/Neighborhood Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $5,540,639 of United States Department of Housing and Urban Development (HUD) CDBG Funds for Fiscal Year 2011-2012. Parks, Recreation and Neighborhood Services shall complete all HUD-required Environmental Reviews (ER). The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification by Parks, Recreation & Neighborhood Services.

RECOMMENDATION:
Staff recommends approval of the CDBG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PARKS, RECREATION & NEIGHBORHOOD SERVICES
ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of $5,540,639 in FY 2011-2012 Community Development Block Grant (CDBG) funds to the city of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

---

Summary of Total Grant RECOMMENDED ALLOCATIONS

Applicant	**Recommendation**
Anthony Pollard Foundation	$30,000
Blind Center of Nevada, Inc.	$30,000
Boys & Girls Club	$25,000
Catholic Charities - #1 -Employment Services Center	$50,000
Catholic Charities - #2 - St Vincent HELP Apartments	$35,000
Catholic Charities - #3 - Public Restrooms	$15,000
City of Las Vegas Leisure Services	$115,664
City of Las Vegas Leisure Services Safekey	$60,000
Clark County Law Foundation	$20,000
Community Counseling Center	$61,690
Consumer Credit Counseling	$15,000
Family and Child Treatment of Southern Nevada	$20,000
Family Promise	$17,500
Foundation for Positively Kids, Inc.	$15,000
Greater Las Vegas After School All Stars	$20,000
HELP of SNV Youth Center #PS2	$15,000
Helping Hands of Vegas Valley	$38,553
Jewish Federation of Las Vegas	$54,096
Jude 22	$15,000
Las Vegas History Museum	$15,000
Lied Discovery Children's Museum	$15,000
Rebuilding Together of SNV	$32,120
Salvation Army	$30,000
Shade Tree	$20,000
Southern NV Public Television – Ready To Learn	$16,473
Spread the Word Nevada Kids to Kids	$35,000
Women's Development Center	$15,000
Total	**$831,096**

Single Family Rehabilitation	$250,000
Code Enforcement	$100,000
Stupak Community Center Bond Payment	$1,520,725
Rebuilding Together – Single Family Rehab	$125,000
James Seastrand Helping Hands – Single Family Rehab	$10,000
CLV Future CDBG Construction Projects	$1,595,690
CDBG Administration and Fair Housing (20% Max)	$1,108,128
Total CDBG Funds	$5,540,639

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RESOLUTIONS:

R-13-2011 - Discussion and possible action regarding a Resolution to implement an Employment Plan Policy designed for City of Las Vegas Economic Development Projects - All Wards
[NOTE: This item is related to RDA Item 3 (RA-4-2011)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose for an Employment Plan Policy is to ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City economic development projects. In order to encourage local hiring, a development incentive will be awarded for the hiring of Las Vegas residents. Developers and build-to-suit lessees will report progress using a common template which provides for accuracy, accountability and consistency of results.

RECOMMENDATION:
Approval and authorization to execute the Employment Plan Policy and all other related documents as required.

BACKUP DOCUMENTATION:
Resolution No. R-13-2011

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS ("CITY") FOR THE SUPPORT AND IMPLEMENTATION OF AN EMPLOYMENT PLAN POLICY FOR ECONOMIC DEVELOPMENT PROJECTS

WHEREAS, the purpose of the implementation of an Employment Plan Policy, attached hereto as Exhibit A, is to provide developers and build-to-suit owner/lessees with the necessary guidelines to prepare and implement an employment plan when participating in City economic development projects; and

WHEREAS, the Employment Plan Policy shall exclusively apply to economic development projects, funded, directly and indirectly and in whole or in part, by the City of Las Vegas and valued over $100,000; and

WHEREAS, the City seeks to institute a development project policy that is consistent with the Employment Plan Policy adopted by the Las Vegas Redevelopment Agency which is in accordance with Nevada Revised Statutes 279.482 (2); and

WHEREAS, the City Council of the City of Las Vegas seeks to ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City economic development project contracts; and

WHEREAS, to increase opportunities for City residents, 30% of all new jobs created as a direct result of the project are required to be filled by bona-fide residents of the City of Las Vegas; and

WHEREAS, to encourage local hiring, 10% of the negotiated financial incentive will be provided as a bonus, for achievement of the resident participation requirement; and

WHEREAS, the City will call for an aspirational goal of a minimum of 15%

participation by Minority, Women, Disabled and Veteran-Owned Business Enterprises on economic development projects; and

WHEREAS, the initial minority aspirational goals are based on the City's staff analysis and shall be modified accordingly upon the completion of a disparity or community capacity study; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the City in the development of standard reporting templates attached hereto as Exhibit B, which provide for accuracy, accountability and consistency in the reporting of hiring City residents and minority enterprise, all as more fully set forth in the Policy; and

WHEREAS, the City's Equal Opportunity Contracting Section in the Purchasing and Contracts Division will analyze the templates, review achievements and make recommendations to the developer or build-to-suit owner/lessee; and

WHEREAS, after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve the resident participation requirement, a formal appeal may be submitted to the Equal Opportunity Contracting Section; and

WHEREAS, the appeal must demonstrate specific actions taken in pursuit of achieving the resident participation requirement, must show there are no significant opportunities for subcontractors to perform a commercially useful function of the contract and that subcontract opportunities will significantly and adversely affect the overall cost of the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds that the support and adoption of this Policy is in the best interest of the City and its residents; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines an annual review of the Policy is necessary to monitor compliance with the provisions of the Policy and to receive recommendations regarding the enhancement and implementation of the Policy; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby approves the Employment Plan Policy as it applies to economic development projects and consents to the implementation of an Employment Plan Policy for economic development projects funded, directly and indirectly and in whole or in part, by the City of Las Vegas.

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:

D. Pandullo 3/22/11
Date

Exhibit A

City of Las Vegas

Economic Development Projects

EMPLOYMENT PLAN POLICY

Adopted

April 6, 2011

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Reporting Template

SECTION 1: TERM DESCRIPTIONS

"***Build-to-suit Developer***" means any private developer who constructs a project in accordance with the customized specifications of a known owner and/or lessee to whom the developer will, upon completion, convey or lease the premises.

"***Build-to-suit Owner/Lessee***" means the owner or lessee of a project which has been constructed by the developer to the customized specifications of the owner/lessee.

"***City of Las Vegas Resident***" means an individual whose primary place of residence is within the City of Las Vegas boundaries.

"***Developer of Speculative Space***" means any private developer who constructs a project for the purpose of conveying or leasing the premises to an unknown owner and/or tenant.

"***Disabled***" means a physical impairment, with respect to an individual, that substantially limits one or more of the major activities of such individual: A record of such impairment; or Being regarded as having such impairment.

"***Disposition and Development Agreement (DDA)***" means an agreement that sets forth requirements for the sale, lease, exchange acquisition, or disposal of real property owned by the City, where a specific type of project is developed.

"***Economically Disadvantaged***" means any individual who meets the present poverty guidelines established by the Federal government as a poverty measure. The guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

"***Members of Racial Minorities***" means or describes an individual that is: Black or African-American, Hispanic-American, Native-American, Asian-Pacific American, Subcontinent Asian-American, Native-Hawaiian or other Pacific Islander.

"***Owner Participation Agreement (OPA)***" means any agreements where the City is participating with a landowner for the development of a site by providing some form of financial concession.

"***Participation Agreement (PSA)***" means any agreements where the City is involved in the acquisition or sale of real property.

"***Private Developer***" means any person or entity that is proposing to construct a project and will receive financial assistance from the City and includes developers of either speculative or build-to-suit projects.

"***Veteran***" means any honorably discharged soldier, sailor, marine, nurse, or army field clerk, as well as reserve components of these services, who have served in military service of the United States.

SECTION 2: CITY OF LAS VEGAS

ECONOMIC DEVELOPMENT PROJECTS EMPLOYMENT PLAN POLICY

POLICY

This employment plan policy is prepared in accordance with the City of Las Vegas Economic Development Projects Resolution dated April 6, 2011, which adopted this City of Las Vegas Economic Development Projects Employment Plan Policy (hereinafter referred to as "Policy"). This Policy only applies to recipients of economic development assistance from the City of Las Vegas (hereinafter referred to as "City") for projects which are in furtherance of economic development in the City. In accordance with the Policy, developers and build-to-suit owners which receive economic development project funds or other forms of assistance from the City are required to hire local residents who live within the city of Las Vegas boundaries and encouraged to hire economically disadvantaged residents, members of racial minorities, women, disabled or veterans (hereinafter collectively referred to as "M/W/D/VBE").

OBJECTIVE

The immediate purpose of this Policy is to provide developers and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a private economic development project funded by the City of Las Vegas. The ultimate result of this Policy is to ensure that the persons identified in the resolution have the opportunity to benefit from economic development projects as fully as the community at large.

APPLICABILITY

Related Agreements: The requirements of the Policy shall be included in the Owner Participation Agreement ("OPA"), the Disposition and Development Agreement ("DDA") and/or the Purchase and Sale Agreement ("PSA"), (hereinafter collectively referred to as "Agreements"), between the developer and the City.

Entire Project: Even though portions of a project may not be supported by City funds, private developers and build-to-suit owners/lessees may prepare and implement an employment plan for the entire project. Developers and build-to-suit owners/lessees who submit an employment plan for the entire project and meet the goals of that plan are eligible for an additional incentive to be determined on a pro-rated basis.

Public Agencies: A public agency which is using City funds for the design or construction of a project being built as a public work pursuant to NRS 338 is exempt from this Policy and therefore is not required to submit an employment plan. Instead, such public agency shall adhere to NRS 338 and any state and local law governing public works projects.

Threshold: All projects receiving economic development assistance from the City valued over $100,000 must submit an employment plan and will be subject to reporting requirements.

RESIDENT PARTICIPATION REQUIREMENT

For new construction jobs and build-to-suit permanent employment jobs resulting from a private economic development project, the private developer is required to give preference to residents living within the City of Las Vegas boundaries.

- **30% of all new jobs created as a direct result of the project are required to be filled by bona-fide residents of the City of Las Vegas — REQUIRED**

Verification of residence may be provided by the employee in the form of a drivers' license or by legal address as evidenced by their IRS tax forms. Participation shall be inclusive of subcontractors, sub-tier subcontractors, vendors and suppliers. **Reporting and demonstration of efforts is required.**

RESIDENT PREFERENCE INCENTIVE

Projects receiving City economic development assistance call for specific resident participation requirements which will make the project eligible for an incentive. Accordingly, 10% of the negotiated incentive will be awarded as a bonus, if the resident participation requirement is achieved. A Pass/Fail approach will be used to determine compliance and partial achievement will not be considered.

The City's contract agreement will provide project-specific details regarding the negotiated incentive package and what the developer or build-to-suit owner/lessee must do to comply with the employment plan. The negotiated incentive will vary depending on the type of project being developed. For example, for those projects where non-cash incentives are being provided (i.e. the sale of land below fair market value), the City may require a cash deposit of 10% to be provided by the developer and the deposit will be returned based on successful achievement of participation goals.

Reporting and demonstration of efforts is required. Prior to the start of construction, failure to adhere to all required program elements, as further described below, will constitute grounds for withdrawal of the entire incentive.

MINORITY PARTICIPATION GOAL

The minority participation goal is designed to ensure that all segments of the local business community have a reasonable and significant opportunity to participate in City contracts involving economic development projects.

- **15% participation of "M/W/D/VBEs" — ASPIRATIONAL GOAL**

The minority participation represents the total value of sub-contracts and materials agreements awarded to M/W/D/VBEs. Participation shall be inclusive of Subcontractors, Sub-Tier Subcontractors, Vendors and Suppliers. **Reporting and demonstration of efforts is required.**

An M/W/D/VBE may participate as a prime contractor, sub-contractor, as a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-

contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

A sufficient portion of the work must be made available to sub-contractors and suppliers consistent with M/W/D/VBE availability and capacity. If the minority participation goals are not met, information documenting specific actions taken must be submitted prior to the contract award in order to receive credit towards compliance.

PROGRAM ELEMENTS: PRIVATE DEVELOPER

Developers shall submit an employment plan for the construction phase of a project. The developer shall adhere to the employment plan only during the construction phase of the development.

Initial Submittals: The developer shall provide the City with a list of all contracts and dollar amounts let for construction as soon as available. The list must be kept up to date throughout the construction phase. The City recognizes that plans and specifications are often at an early stage of preparation when the Agreement is approved, making it impossible to identify in the employment plan the contracts being let for construction. Consequently, once bids are awarded, the developer shall submit an addendum to the employment plan identifying the construction projects.

Contracting Decisions and Waiver: The developer has the right to make the final decision on contracting, but the City will balance that right against the developer's duty to comply with the employment plan. If, after diligently implementing the employment plan, the developer has not identified enough qualified City residents or M/W/D/VBEs to meet the contracting requirements and goals, the developer may enter into contract for the construction of the project, but only after providing written notice and justification to the City.

Structuring the Bid by Size and Type of Work: Meeting the participation requirements and goals requires a developer to be proactive. Very early in the design process, the developer should work with their construction manager, architects, and engineers to design the project and structure the bid to facilitate bidding by residents and M/W/D/VBEs. Staff members of the City's Equal Opportunity Contracting Section in the Purchasing and Contracts Division are available to assist in this process.

Input from M/W/D/VBE Contractors: After having designed the project from the beginning with a view toward making resident and M/W/D/VBE participation easier, the developer should seek input on the bid from local qualified contractors and subcontractors, including M/W/D/VBEs. This exchange of information often takes place during a pre-bid meeting. The developer can then make any necessary refinements to the project based on that information. A staff member of the City's Equal Opportunity Contracting Section should be a key participant.

Dissemination to M/W/D/VBE Contractors: Once bid documents are complete, the developer shall provide timely notice of bid letting to M/W/D/VBEs using the City's Minority Business Directory. The developer is not limited to the Minority Business Directory but may obtain minority contractors from other sources, provided they are approved in advance by the City's

Equal Opportunity Contracting Section. The developer shall provide a copy of all required notices to the City.

Other Techniques and Procedures: In addition to providing direct notice of bid letting to residents and M/W/D/VBEs the developer will, as appropriate, employ some or all of the following techniques and procedures in an effort to encourage participation. The City makes no guarantee that an employment plan that includes any one of the following techniques and procedures, or any combination thereof, will be approved on that basis alone.

- Must place timely advertisements in newspapers of general circulation, trade association publications, and M/W/D/VBE-focused media concerning contracting opportunities; provide publisher's proof to the City.
- Will maintain contact and coordination with the City's Equal Opportunity Contracting Section to obtain directories and other information related to achieving the participation goals of the Policy.
- Will utilize referral agencies such as M/W/D/VBE community organizations, professional associations, small business assistance offices, and similar organizations that provide assistance to M/W/D/VBEs.
- Must ensure access by M/W/D/VBEs to plans and specifications and adequate information about the scope of services and other requirements.
- Must offer information to M/W/D/VBEs about bonding, lines of credit, and insurance.
- Shall advertise, solicit and accept qualified joint venture bids from local M/W/D/VBEs.

PROGRAM ELEMENTS: BUILD-TO-SUIT OWNERS/LESSEES

The owner/lessee of a project constructed by a build-to-suit developer shall also submit an employment plan for a twelve (12) month post-construction phase of the economic development project.

The build-to-suit owner/lessee shall adhere to the employment plan for at least as long as the economic development project remains subject to the Agreement. Each Agreement will include the specific time periods based on the particular relevant aspects of the project.

This Policy applies to new, permanent jobs created as a direct result of the economic development project during the period of contract performance. All subcontractors of permanent operations will be required to adhere to the employment plan through contractual language included in any Agreement with the build-to-suit owner/lessee.

Initial Submittals: The owner/lessee shall provide a description of the existing opportunities for employment. The owner/lessee shall also provide a projection of the effect that the economic development project will have on opportunities for employment within the project area. Lastly, the owner/lessee shall provide a description of the manner in which an employer relocates the business into the area and plans to employ residents and persons living within the area of operation and economically disadvantaged, minority, women, and disabled or veteran-owned business enterprise.

Project Impact: The build-to-suit owner must supply the following information to the City: A projection of the effect the project will have on opportunities for employment within the area. In particular, the number of new jobs created as a result of the economic development project and a description of skills required for filling the positions.

Policy Requirements: The City shall have the authority to modify the requirements and goals of this section after a showing of just cause through a process of appeal. This includes the refilling of those jobs for the duration of the employment plan.

Project Description: The build-to-suit owner/lessee is required to submit an employment plan which describes how the operation will employ City residents and aspire to employ persons who are: Economically Disadvantaged, Members of Racial Minorities, Woman, Disabled and Veterans.

Referral Agencies: The build-to-suit owner/lessee shall, as part of the employment plan, utilize one or more of the referral agencies in the Policy for the purpose of receiving qualified job applicants. Only nominal administrative fees may be charged to the employee by non-profit referral agencies for referral or job placement. The following referral agencies, by virtue of their activities, are recognized as having knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

Asian Chamber of Commerce 2560 Montessouri St. Ste. 205 Las Vegas, NV 89117 (702) 737-4300 lvacc.org	**Key Foundation** 1001 N. A St. Las Vegas, NV 89106 (702) 384-0202	**NAACP, Las Vegas Chapter** 3340 S. Topaz St. Ste. 150 Las Vegas, NV 89121 (702) 638-1300 naacplv.org	**Nevada Partners, Inc.** 710 W. Lake Mead Blvd. Las Vegas, NV 89030 (702) 399-5627 nevadapartners.com
Bureau of Vocational Rehabilitation of Southern Nevada 3016 W. Charleston Las Vegas, NV 89102 (702) 486-5230 http://detr.state.nv.us/	**Las Vegas Indian Center** 2300 W. Bonanza Rd. Las Vegas, NV 89106 (702) 647-5842 lasvegasindiancenter.org	**National Association of Women in Construction (NAWIC)** 150 N. Durango Dr., Ste. 100 Las Vegas, NV 89145 (702) 796-9986 nawiclasvegas.org	**Urban Chamber of Commerce** 1951 Stella Lake St. Ste.26 Las Vegas, NV 89106 (702) 648-6222 urbanchamber.org
College of Southern Nevada 6375 W. Charleston Blvd. Las Vegas, NV 89146 (702) 651-7563 csn.edu	**Las Vegas Urban League** 1024 W. Owens Ave Las Vegas, NV 89106 (702) 483-4200 lvccul.org	**Nevada Job Connect** 3405 S. Maryland Parkway Las Vegas, NV 89169 (702) 486-0129 nevadajobconnect.com	**Veterans Chamber of Commerce** 2691 Industrial Rd. Unit 40 Las Vegas, NV 89109 (702) 791-1791 veteranschambernv.org
Easter Seals of Southern Nevada 6200 West Oakey Blvd. Las Vegas, NV 89146 (702) 870-7050 http://sn.easterseals.com	**Latin Chamber of Commerce** 300 N. 13th St. Las Vegas, NV 89101 (702) 385-7367 lvlcc.com	**Nevada Minority Business Enterprise Center (NMBEC)** 626 S. 9th St. Las Vegas, NV 89101 (702) 382-9522 http://newventurescdc.com/nv_mbec.html	**Women's Chamber of Commerce** 2300 W. Sahara Ste. 800 Las Vegas, NV 89102 (702) 733-3955 womenschamberofnevada.org
Foundation for an Independent Tomorrow 1931 Stella Lake Drive	**National Association of Women Business Owners (NAWBO)**	**Nevada Office of Veterans Services** 950 W. Owens Dr. Room 111	**Women's Development Center** 4020 Pecos McLeod

Las Vegas, NV 89106 (702) 367-4348 lasvegasfit.com	PO Box 96355 Las Vegas, NV 89193 (702) 571-0462 nawbosnv.org	Las Vegas, NV 89106 (702) 636-3070 veterans.nv.gov	Las Vegas, NV 89121 (702) 796-7770 wdclv.org

Training: Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the business employs more than total of twenty-five (25) employees. The training program shall be included as part of the employment plan.

Procedural Guidelines for Outreach/Hiring: The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.

- Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical, and professional positions.
- The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filed by an internal promotion from the existing work force.
- In the event the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any remaining positions after so notifying the referral agency in writing.
- The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
- The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex or national origin.
- The City shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

Owners/Lessees: An owner/lessee of speculative space is under no obligation to submit an employment plan for tenants or lessee of speculative space, but may do so on a voluntary basis. The initial owners/lessees of speculative space who submit an employment plan and meet the resident and minority participation goals of that plan are eligible for an incentive in the same manner as a build-to-suit owner/lessee.

REPORTING REQUIREMENTS

When the Agreement for the economic development project is executed, the developer/build-to-suit lessee will be required to submit an employment plan in accordance with the City's Economic Development Projects Resolution and Employment Plan Policy. The submittal of the reporting templates is a demonstration of a good faith effort. **Failure to report is grounds for denial of the resident preference incentive.**

A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. In an effort to provide accountability, accuracy and consistency, a standard City reporting template has been developed, a copy of which is found in Section 3 of the Policy. All exhibits must be complete and copies of correspondence and advertisements must to be attached to the report. The templates may be modified at any time by the City to ensure uniform and accurate reporting.

The City shall use this information for the sole purpose of determining compliance of the developer or build-to-suit owner/lessee with the submitted employment plan. Furthermore, affected employees shall be notified this information will be reported to the City. This information shall not be submitted to any other person or organization, for any other purpose.

APPEALS

If after diligently implementing the employment plan, a developer or build-to-suit owner/lessee fails to achieve contractually agreed upon participation goals, an appeal may be submitted. The developer or build-to-suit owner/lessee must be prepared to present the following analysis for consideration:

- A demonstration of specific actions taken in the pursuit of fulfilling the resident participation requirements and minority participation goals.
- Must be able to show there are no significant opportunities for subcontractors to perform a commercially useful function in the contract.
- Subcontract opportunities will significantly and adversely affect the overall cost of the project.

The procedure for submission and hearing of appeals is as follows:

- Contact the City's Equal Opportunity Contracting Section for an appointment to present analysis and to discuss obstacles for meeting the resident participation requirements or minority participation goals. A staff recommendation will be made and forwarded to the City Manager's Office, Attention: Community Services Chief.
- The City Manager's Office will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer/client may appeal to the City Council.
- Final decisions regarding ability to meet the Policy requirements in the agreement shall be determined by the City Council.

Exhibit B

City of Las Vegas
Economic Development Projects

EMPLOYMENT PLAN REPORTING TEMPLATES

Designed for the Promotion and Utilization of City Residents, Minorities, Women, Disabled, and Veteran Business Enterprises for Economic Development Projects

Employment Plan Policy, Section 3
Adopted: April 6, 2011

REQUIRED DOCUMENTS FOR SUBMITTAL

Note: Complete each exhibit and submit final report to the City of Las Vegas Equal Opportunity Contracting Section in the Purchasing and Contracts Division for determination of

☐ **EXHIBIT A**
Employment Plan Statement of Commitment

☐ **EXHIBIT B**
(B1) Subcontractor Data Summary
(B2) Baseline Employee Chart

☐ **EXHIBIT C**
(C1) Bid Advertising Summary
(C2) Community Outreach Efforts

☐ **EXHIBIT D**
When Resident or Minority Business Enterprise Contracts Are Not Awarded

☐ **EXHIBIT E**
Summary and Evidence of Contract Breakdowns

EMPLOYMENT PLAN STATEMENT OF COMMITMENT

PROJECT NAME: _____

DEVELOPER/CLIENT: _____

The mission of the city of Las Vegas is to provide business attraction and retention, urban and economic development services to businesses, developers and investors so they can operate profitably, which contributes to a sustainable, diverse Las Vegas economy.

There is a committment to achieve a Las Vegas construction workforce which, to the maximum extent practicable, reflects the community within which we will work. The following aspirational goals demonstrate the steps to be taken in furtherance of said committment:

The Resident Participation requirement is to hire a minimum of 30% of the workforce from bona-fide residents of the City of Las Vegas

The Minority Participation aspirational goal is to hire a minimum of 15% of the workforce from one of the following underrepresented groups in the community: Minorities, Women, Disabled, and Veteran Business Enterprises (M/W/D/VBEs).

Quarterly reporting of employment plan progress as expressed in the agreement, is mandatory for compliance and/or receiving full development incentives as negotiated.

The developer is responsible for designing, implementing and fulfilling the goals of the construction diversity plan and will be encouraged to model the most successful diversity hiring practices in the industry.

_____

City of Las Vegas Representative **Date**

_____

[INSERT DEVELOPER/CLIENT NAME] **Date**

Subcontractor Data Summary

M/W/D/VBE Owned Enterprise	# of Subs	# of Jobs	Payroll
Minority Business Enterprise			
Woman Business Enterprise			
Disabled Business Enterprise			
Veteran Business Enterprise			
All M/W/D/VBE Subs Data			
Other Subcontractor Subs Data			

M/W/D/VBE Subcontract Awards and Trades

M/W/D/VBE Contracts by Company	Trade	Award Amount	Award Date

Subcontract Baseline Employee Chart

Classification: City Resident/ Non-Resident	Job Title	Annual Salary	Full or Part-Time	Health Benefits Y/N	Agency Referral Y/N	Project Employment Dates	Minority/ Non-Minority	Zip Code

Bid Advertising Summary

Note: Please illustrate where the project description and notice of available jobs ran to the public. Include and attach ALL copies of advertisements and the paid invoice at the end of the exhibit.

SOLICITATIONS: Newspapers, Trade Magazines, Radio, Television, Business Organizations, etc.				
Publication Name	Publication Days	Ad Req. Deadline	Request Sent	Dates Running

Community Outreach Efforts

Summary of outreach efforts for the utilization of City of Las Vegas Residents:

Summary of outreach efforts for utilization of minority, women, disabled, and veteran-owned business enterprises (M/W/D/VBE):

List all referral agencies and community organizations utilized for the hiring of a M/W/D/VBE and/or Resident of the City of Las Vegas:

Highlight any special outreach and/or training offered by the company:

When Resident or M/W/D/VBE Contracts Are Not Awarded

Note: **The developer/contractor will be held accountable for taking specific steps to meet the established Resident requirements or M/W/D/VBE aspirational goals. Include copies of any emails, phone logs, or letters documenting the inability to obtain a bid. Attach any response letters and reasons for non-participation.**

Company	Trade	Specify: MBE, WBE, DBE, or VBE	Specify: Resident or Non-Resident	Comments

SUMMARY AND EVIDENCE OF CONTRACT BREAKDOWNS

Project Name: _____

Developer/Client: _____

Percentage of Subcontracts Awarded Towards Goals Expressed in the Agreement: _____

Percentage of the Subcontracts Awarded to Residents of the City of Las Vegas: _____

Percentage of M/W/D/VBE Awarded vs Non-M/W/D/VBE Awarded: _____

Number of Times Solicitations Sent Out: _____

Number of Publications and Chambers that Received Solicitations: _____

Number of Responses from Qualified Subcontractors

Residents: _____

M/W/D/VBE: _____

Non-M/W/D/VBE: _____

Total: _____

Reasons for Non-Participation by Residents or M/W/D/VBE:

Additional Outreach Efforts or Workforce Development Programs:

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

ABEYANCE ITEM - 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. This item was held in Abeyance from the March 2, 2011 City Council meeting.

RECOMMENDATION:
ADOPTION at 3/2/2011 City Council Meeting pursuant to the 2/15/2011 Recommending Committee Meeting.

First Reading – 2/2/2011; First Publication – 2/17/2011

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.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-10 – Adopts the 2009 Edition of the International Building Code, together with amendments thereto. 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 adopt the 2009 Edition of the International Building Code, together with amendments thereto. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

RECOMMENDATION:
ADOPTION at 4/6/2011 City Council Meeting pursuant to the 3/15/2011 Recommending Committee Meeting.

First Reading – 3/2/2011; First Publication – 3/24/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-10
2. Southern Nevada Amendments to the 2009 International Building Code
3. Business Impact Statement

BILL NO. 2011-10

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2009 EDITION OF THE INTERNATIONAL BUILDING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2009 Edition of the International Building Code, together with amendments thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.04.010: A building code is established and adopted for the City. The building code adopted by this Section, to be known as the City's Building Code, shall consist of the following documents, which are adopted by this reference and [a copy] copies of which shall be maintained on file in the Office of the City Clerk:

(A) The publication entitled ["International Building Code, 2006 Edition,"] "International Building Code, 2009 Edition," as modified herein, including all Appendices, except as otherwise specified. This publication, as modified, is designated as Part 1 of this Chapter.

(B) The document entitled ["Southern Nevada Amendments to the 2006 International Building Code,] "Southern Nevada Amendments to the 2009 International Building Code," which amends, by adding to and deleting from, certain sections of the International Building Code, [2006] 2009 Edition. This document is adopted as Part 2 of this Chapter.

(C) The publication entitled the "International Residential Code for One- and Two-Family Dwellings, 2006 Edition" (also known as the "International Residential Code, 2006 Edition"), as modified herein, including all chapters and Appendices, except as otherwise specified. This publication, as modified, is designated as Part 3 of this Chapter.

(D) The document entitled "Southern Nevada Amendments to the 2006 International Residential Code," which amends, by adding to and deleting from, certain sections of the International Residential Code, 2006 Edition. This document is adopted as Part 4 of this Chapter.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2009 International Building Code" referred to in Section 1 of this Ordinance is hereby amended by adding thereto a new Section 421 and a new Subsection 421.1, to read as follows:

Section 421 Live/Work Units

421.1 Live/Work Units. In accordance with Title 19 of the Las Vegas Municipal Code, live/work units, as defined therein, are permitted in the Live/Work Overlay District. For purposes of addressing fire and life safety issues raised by that type of occupancy, live/work units are permitted in accordance with Title 19, subject to the following limitations:

a. The minimum floor area of a live/work unit shall be 750 square feet.

b. A maximum of 50 percent of the floor area of a live/work unit may be used or arranged for residential purposes such as sleeping, kitchen, bathroom and closet area.

c. No interior wall separating the living portion from the work portion of a unit is required if automatic fire alarm systems are installed throughout the building.

d. Each live/work unit shall be separated from other live/work units or other uses in the building by a two-hour rated fire wall.

e. Access to live/work units shall be provided only from common access areas (halls or corridors) and shall not be from other live/work units or other uses in the building.

f. Each live/work unit shall be fully sprinklered. Units of less than 1500 square feet may use an NFPA 13R system. Units 1500 square feet or larger require a full NFPA 13 system.

g. An emergency mode of egress directly to the outside (other than through the work portion) shall be provided from the sleeping portion of the live/work unit.

h. Live/work units shall not be used for storage of flammable liquids or hazardous materials, welding or any open flame work.

i. Gas appliances, including gas stoves and water heaters shall be separated from the sleeping areas per applicable codes.

SECTION 3: The document entitled "Southern Nevada Amendments to the 2009 International Building Code" referred to in Section 1 of this Ordinance, is attached hereto.

SECTION 4: The documents entitled "International Building Code, 2006 Edition"

and "Southern Nevada Amendments to the 2006 International Building Code," are hereby repealed.

SECTION 5: This Ordinance shall become effective on July 5, 2011.

SECTION 6: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 8: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
713 S. 4th Street
Las Vegas, NV 89101

Phone: 702-229-6257
Fax: 702-382-1731
Email:
chknight@lasvegasnevada.gov

MEMBERS

Chris Knight, Chair
City of Las Vegas

Greg Blackburn
City of North Las Vegas

Ron Nybo
City of Boulder City

Ron Lynn
Clark County

Kurt Sawyer
City of Mesquite

Brent Steed
Pahrump Regional
Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2009

INTERNATIONAL BUILDING CODE

Approved by SNBO
September 21, 2010

Chapter 1 Administration.

Delete Part 2 ("Administration and Enforcement"), including Sections 103 through 116 in their entirety, from Chapter 1.

Section 202 Definitions.

Revise Section 202, definition of "High-Rise Building", as follows:

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Revise Section 202 to include the following new definitions:

FIRE CODE OFFICIAL. The fire chief or other designated authority charged with the administration and enforcement of the *International Fire Code*, or a duly authorized representative.

INTERNATIONAL ELECTRICAL CODE. The Electrical Code as amended and adopted by the local jurisdiction.

INTERNATIONAL ENERGY CONSERVATION CODE. The Energy Conservation Code as amended and adopted by the local jurisdiction.

INTERNATIONAL EXISTING BUILDING CODE. The Existing Building Code as amended and adopted by the local jurisdiction.

INTERNATIONAL FIRE CODE. The Fire Code as amended and adopted by the local jurisdiction.

INTERNATIONAL FUEL GAS CODE. The Fuel Gas Code as amended and adopted by the local jurisdiction.

INTERNATIONAL MECHANICAL CODE. The Mechanical Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PLUMBING CODE. The Plumbing Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE. The Private Sewage Disposal Code as amended and adopted by the local jurisdiction.

INTERNATIONAL PROPERTY MAINTENANCE CODE. The Property Maintenance Code as amended and adopted by the local jurisdiction.

INTERNATIONAL RESIDENTIAL CODE. The Residential Code as amended and adopted by the local jurisdiction.

INTERNATIONAL WILDLAND-URBAN INTERFACE CODE. The Wildland-Urban Interface Code as amended and adopted by the local jurisdiction.

Section 303.1 Assembly Group A.

Revise Section 303.1 Subsection A-2, as follows:

A-2 Assembly uses intended for food and/or drink consumption including, but not limited to:
Banquet halls
Night clubs
Restaurants
Taverns and bars
Casinos

Remainder of Section 303.1 to remain unchanged.

Section 308.3.1 Definitions.

Revise Sections 308.3.1, as follows:

308.3.1 Definitions. The following words and terms shall, for the purposes of this section and as used elsewhere in this code, have the meanings shown herein.

CHILD CARE FACILITIES. Facilities that provide care on a 24-hour basis to more than six children, 2½ years of age or less.

Other definitions remain unchanged.

Section 308.5 Group I-4, day care facilities.

Revise Section 308.5, as follows:

308.5 Group I-4, day care facilities. This group shall include buildings and structures occupied by persons of any age who receive custodial care for less than 24 hours by individuals other than parents or guardians, relatives by blood, marriage or adoption, and in a place other than the home of the person cared for. A facility such as the above with six or fewer persons shall be classified as a Group R-3 or shall comply with the *International Residential Code* in accordance with Section 101.2. Places of worship during religious functions are not included.

Section 308.5.1 remains unchanged.

Section 308.5.2 Child care facility.

Revise Section 308.5.2, as follows:

308.5.2 Child care facility. A facility that provides supervision and personal care on less than a 24-hour basis for more than six children 2½ years of age or less shall be classified as a Group I-4.

Exception: A child day care facility that provides care for more than six but no more than 100 children 2½ years or less of age, where the rooms in which the children are cared for are located on a *level of exit discharge* serving such rooms and each of these child care rooms has an *exit* door directly to the exterior, shall be classified as Group E.

Section 310.1 Residential Group R.

Revise Section 310.1, as follows:

310.1 Residential Group R. Residential Group R includes, among others, the use of a building or structure, or a portion thereof, for sleeping purposes when not classified as an Institutional Group I or when not regulated by the *International Residential Code* in accordance with Section 101.2. Residential occupancies shall include the following:

R-1 Residential occupancies containing *sleeping unit*s where the occupants are primarily transient in nature, including:

Boarding houses (transient)
Hotels (transient)
Motels (transient)

Congregate living facilities (transient) with 10 or fewer occupants are permitted to comply with the construction requirements for Group R-3.

R-2 Residential occupancies containing *sleeping units* or more than two *dwelling units* where the occupants are primarily permanent in nature, including:

Apartment houses
Boarding houses (non-transient)
Condominiums (non-transient)
Convents
Dormitories
Fraternities and sororities
Hotels (non-transient)
Live/work units
Monasteries
Motels (non-transient)
Vacation timeshare properties

R-3 Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

Buildings that do not contain more than two *dwelling units*.
Adult care facilities that provide accommodations for five or fewer persons of any age for less than 24 hours.
Child care facilities that provide accommodations for six or fewer persons of any age for less than 24 hours.
Congregate living facilities with 16 or fewer persons.

Adult care and child care facilities that are within a single-family home are permitted to comply with the *International Residential Code*.

Remainder of Section 310.1 to remain unchanged.

Section 311.2 Moderate-hazard storage, Group S-1.

Revise Section 311.2, as follows:

311.2 Moderate-hazard storage, Group S-1. Buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

Aerosols, Levels 2 and 3
Aircraft hangar (storage and repair)
Bags; cloth, burlap and paper
Bamboos and rattan
Baskets
Belting: canvas and leather
Books and paper in rolls or packs
Boots and shoes
Buttons, including cloth covered, pearl or bone
Cardboard and cardboard boxes
Clothing, woolen wearing apparel
Cordage
Dry boat storage (indoor)
Furniture
Furs
Glues, mucilage, pastes and size
Grains
Horns and combs, other than celluloid
Leather
Linoleum
Lumber
Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.6)
Photo engravings
Resilient flooring
Self-Service Storage Facility
Silks
Soaps
Sugar
Tires, bulk storage of
Tobacco, cigars, cigarettes and snuff
Upholstery and mattresses
Wax candles

Section 402.5.1 Minimum width.

Revise Section 402.5.1, as follows:

402.5.1 Minimum width. The minimum width of the mall shall be 20 feet (6096 mm). The mall width shall be sufficient to accommodate the *occupant load* served. There shall be a minimum of 10 feet (3048 mm) clear exit width to a height of 8 feet (2438 mm) in front of, adjacent to, and parallel to the store front of a tenant space bordering the mall. Kiosks, vending machines, benches, display openings, food courts or other obstructions to *means of egress* travel shall not be permitted to be located within the minimum required clear exit width to a height of 8 feet.

Section 402.9 Automatic sprinkler system.

Revise Section 402.9, as follows:

[F] 402.9 Automatic sprinkler system. The *covered mall building* and buildings connected shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, which shall comply with the following:

1. The *automatic sprinkler system* shall be complete and operative throughout occupied space in the *covered mall building* prior to occupancy of any of the tenant spaces. Unoccupied tenant spaces shall be similarly protected unless provided with *approved* alternative protection.

2. Sprinkler protection for the mall shall be independent from that provided for tenant spaces or anchors. Where tenant spaces are supplied by the same system, they shall be independently controlled and the control valve shall be electrically supervised through the fire alarm system.

Exception: An *automatic sprinkler system* shall not be required in spaces or areas of:

1. *Open parking garages* constructed in accordance with Section 406.3.

2. *Open malls* as defined in Section 402.2.

Section 402.11 Kiosks.

Revise Section 402.11, as follows:

402.11 Kiosks. Kiosks and similar structures (temporary or permanent) shall meet the following requirements:

1. *Unchanged.*

2. Kiosks or similar structures located within the mall shall be provided with *approved* fire suppression and detection devices.

3. *Unchanged.*

4. *Unchanged.*

Section 403.1 Applicability.

Revise Section 403.1, as follows:

403.1 Applicability. High-rise buildings shall comply with Sections 403.2 through 403.6.

Exception: The provisions of Sections 403.2 through 403.6 shall not apply to the following buildings and structures:

1. Airport traffic control towers in accordance with Section 412.3.
2. Open parking garages in accordance with Section 406.3.
3. Special industrial occupancies in accordance with Section 503.1.1.

Section 403.3 Automatic sprinkler system.

Revise Section 403.3, as follows:

[F] 403.3 Automatic sprinkler system. Buildings and structures shall be equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and a secondary water supply where required by Section 903.3.5.2.

Exception: An *automatic sprinkler system* shall not be required in *open parking garages* in accordance with Section 406.3.

Section 403.4 Emergency systems.

Revise Section 403.4, as follows:

403.4 Emergency systems. The detection, alarm and emergency systems of high-rise buildings shall comply with Sections 403.4.1 through 403.4.9.

Section 403.4.6 Smoke removal.

Revise Section 403.4.6, as follows:

403.4.6 Smoke removal. To facilitate smoke removal in post-fire salvage and overhaul operations, buildings and structures shall be equipped with natural or mechanical ventilation for removal of products of combustion in accordance with one of the following:

1. Easily identifiable, manually operable windows or panels shall be distributed around the perimeter of each floor at not more than 50-foot (15 240 mm) intervals. The area of operable windows or panels shall not be less than 40 square feet (3.7 m^2) per 50 linear feet (15 240 mm) of perimeter.

   Exceptions:

   1. In Group R-1 occupancies, each *sleeping unit* or suite having an *exterior wall* shall be permitted to be provided with 2 square feet (0.19 m^2) of venting area in lieu of the area specified in Item 1.

   2. Where permitted by the fire code official, windows of tempered glass shall be permitted to be fixed provided that no coating or film is applied and the glazing can be cleared by firefighters.

   3. Manually operable windows or panels are not required in Group R-1 and R-2 residential units provided the residential units comply with the passive requirements of Section 909 and all corridors between the residential units and the exit enclosures serving the residential units comply with Section 403.4.6, Item 3.

2. Mechanical air-handling equipment providing one exhaust air change every 15 minutes for the area involved. Return and exhaust air shall be moved directly to the outside without recirculation to other portions of the building. The volume of air shall be calculated based upon the volume of the space between the floor and the floor or roof structure above. The exhaust air quantity shall be as measured at the exhaust fan.

   Exception: Smoke removal is not required for normally unoccupied areas such as mechanical equipment rooms, electrical rooms, storage rooms that do not exceed 500 square feet in area, elevator equipment rooms, or similar areas as approved by the *building official*.

3. A smoke control system in accordance with Section 403.4.9 that provides a minimum of one exhaust air change every 15 minutes for the area involved upon manual activation of the smoke removal feature at the smoke control graphics panel. The volume of air shall be calculated based upon the volume of the space between the floor and the floor or roof structure above. The exhaust air quantity shall be as measured at the exhaust fan.

4. Any other *approved* design that will produce equivalent results where permitted by the Authority Having Jurisdiction.

403.4.6.1 Design requirements. Smoke removal systems shall be capable of manual activation and shall be designed in accordance with Sections 403.4.6.1.1 through 403.4.6.1.4.

403.4.6.1.1 Fans. Fans shall be selected for stable performance based on normal temperature. Calculations and manufacturer's fan curves shall be part of the documentation procedures. Fans shall be supported and restrained by noncombustible devices in accordance with the requirements of Chapter 16.

403.4.6.1.1.1 Fan belts. Belt-driven fans shall have 1.5 times the number of belts required for the design duty, with the minimum number of belts being two.

403.4.6.1.1.2 Fan motors. Motors driving fans shall not be operated beyond their nameplate horsepower (kilowatts), as determined from measurement of actual current draw, and shall have a minimum service factor of 1.15.

403.4.6.1.2 Ducts. Ducts shall be constructed and supported in accordance with the *International Mechanical Code*. Exhaust ducts shall be leak tested to 1.5 times the maximum design pressure in accordance with nationally accepted practices. Measured leakage shall not exceed 5 percent of design flow. Results of such testing shall be a part of the special inspections report in accordance with Section 403.4.6.3.3.

Exception: Leakage testing shall not be required where the exhaust ducts are contained completely within the smoke removal zone they serve.

403.4.6.1.3 Power. The smoke removal system shall be supplied with two sources of power. Primary power shall be from the normal building power systems. Secondary power shall be from an *approved* standby source complying with Chapter 27 of this code.

Exception: Secondary power for the smoke removal system is not required where normal power can be automatically restored from the fire command center following a normal power shunt.

403.4.6.1.3.1 Standby power source enclosure. The standby power source and its transfer switches shall be in a room separate from the normal power transformers and switch gears and ventilated directly to and from the exterior. The room shall be enclosed with not less than 1-hour *fire barriers* constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712, or both.

403.4.6.1.3.2 Power sources and power surges. Elements of the smoke removal system relying on volatile memories shall be supplied with uninterruptable power sources of sufficient duration to span a 15-minute primary power interruption. Elements of the smoke removal system susceptible to power surges shall be suitably protected by conditioners, suppressors or other *approved* means.

403.4.6.1.3.3 Secondary power supply. The secondary power supply shall be sized to accommodate the electrical requirements of the two largest adjacent smoke removal zones simultaneously.

403.4.6.1.4 Status indicators and controls. Status indicators and controls for the smoke removal system shall be provided on a graphic control panel in the fire command center. The graphic control panel shall be designed in accordance with the *International Fire Code* and shall provide status of smoke removal fans and controls for the smoke removal systems. The control panel for the smoke removal system shall be permitted to operate through the building HVAC management system or the fire alarm system. The control panel for the smoke removal system shall not be required to be listed as smoke control equipment.

403.4.6.2 Control diagrams. The *construction documents* shall provide sufficient information and detail to adequately describe the elements of the design necessary for the proper implementation of the smoke removal systems. The construction documents shall include smoke removal system control diagrams that show all devices in the system and identify their location and function. The smoke removal system drawings shall be permitted to be combined with smoke control system drawings, where applicable. Approved copies of the smoke removal system control diagrams shall be maintained current and kept on file with the Authority Having Jurisdiction and in the fire command center in an *approved* format and manner.

403.4.6.3 Special inspections for smoke removal. Smoke removal systems shall be tested by a special inspector.

Exception: Special inspections shall not be required where smoke removal is achieved by natural ventilation in accordance with Section 403.4.6, Item 1.

403.4.6.3.1 Scope of testing. *Special inspections* shall be conducted in accordance with the following:

1. During erection of ductwork and prior to concealment for the purposes of leakage testing and recording device location.

2. Prior to occupancy and after sufficient completion for the purposes of exhaust air change rate measurements and control verification.

403.4.6.3.2 Qualifications. *Special inspection* agencies for smoke removal shall have expertise in fire protection engineering, mechanical engineering and certification as air balancers.

403.4.6.3.3 Reports. A complete report of testing shall be prepared by the special inspector or *special inspection* agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or *mark*. The report shall be reviewed by the responsible *registered design professional* and, when satisfied that the design intent has been achieved, the responsible *registered design professional* shall seal, sign and date the report with a statement as follows:

"I have reviewed this report and by personal knowledge and on-site observation certify that the smoke removal system is in substantial compliance with the design intent, and to the best of my understanding complies with the requirements of the code."

403.4.6.3.3.1 Report filing. A copy of the final report shall be filed with the Authority Having Jurisdiction and an identical copy shall be maintained in the *fire command center*.

Section 403.4.7.2 Standby power loads.

Revise Section 403.4.7.2, as follows:

[F] 403.4.7.2 Standby power loads. The following are classified as standby power loads:

1. Power and lighting for the fire command center required by Section 403.8;
2. Ventilation and automatic fire detection equipment for smokeproof enclosures;
3. Standby power shall be provided for elevators in accordance with Sections 1007.4, 3003, 3007 and 3008; and
4. Smoke control systems.

Section 403.4.9 Smoke control.

Add a new Section 403.4.9, as follows:

403.4.9 Smoke control. A smoke control system shall be provided for all Group R-1 or R-2 occupancies. The smoke control system shall be in accordance with Section 909 except as modified in Section 403.4.9.1.

Exceptions:

1. Compliance with Sections 909.6, 909.7, 909.8, 909.9, and 909.12.3 shall not be required.

2. The preprogrammed test sequence for smoke control systems required by Section 909.12 shall be permitted to be performed on a quarterly basis and shall be permitted to only test manually restorable components on an individual basis, such that no single component shall be required to activate more than once during the test sequence.

403.4.9.1 Design criteria. Corridors serving Group R-1 sleeping units or Group R-2 dwelling units shall be provided with mechanical ventilation that achieves a minimum of one exhaust air change each 10 minutes for the area involved (6 air changes per hour). The exhaust rate for the smoke control system shall exceed the supply (makeup) air rate by a minimum of 20 percent to ensure that the corridor is maintained slightly negative relative to adjacent areas. All Group R-1 sleeping units and Group R-2 dwelling units shall be passive smoke control zones.

Exception: Where approved by the *building official*, passive smoke control shall be permitted for the corridors.

403.4.9.1.1 System activation. The smoke control system shall be automatically activated upon smoke detection in the corridor.

Exception: Where corridor smoke detection is not required by other sections of this code, activation of the smoke control system by activation of sprinkler systems shall be permitted. The sprinkler system used to initiate the smoke control system shall protect only the corridor for which active smoke control is provided and shall be separately zoned from sprinkler systems protecting all rooms and areas that are not part of the active smoke control zone.

403.4.9.1.2 Arrangement of supply and exhaust openings. The supply and exhaust openings serving the smoke control system shall be sufficiently separated from each other, but not less than a horizontal distance equal to two-thirds of the overall length of the corridor served. The entire exhaust opening shall be within the upper one-third of the average height of the corridor. The entire supply opening shall be within the lower one-third of the average height of the corridor.

403.4.9.1.3 Sequence of operation. Upon activation, the corridor smoke control system shall exhaust air directly to the exterior without recirculation. Recirculating fan-coil units serving the corridor and air-handling equipment serving residential units shall be permitted to continue to operate in normal mode. All other exhaust systems, including those serving toilets, kitchens, vending rooms, or other similar spaces shall be permitted to continue to operate in normal mode.

403.4.9.1.4 Number of zones. Where doors are provided to divide the corridors into multiple sections, each section shall be provided with the required ventilation rate.

Section 403.5.2 Additional exit stairway.

Add new Sections 403.5.2.1 and 403.5.2.2, as follows:

403.5.2 Additional exit stairway. For buildings other than Group R-2, that are more than 420 feet (128 m) in *building height*, one additional *exit stairway* meeting the requirements of Sections 1009 and 1022 shall be provided in addition to the minimum number of *exits* required by Section 1021.1. The total width of any combination of remaining *exit stairways* with one *exit stairway* removed shall not be less than the total width required by Section 1005.1. *Scissor stairs* shall not be considered the additional *exit stairway* required by this section.

403.5.2.1 Access. Access into the additional exit stairway shall be provided on every floor level equal to the exit stairways serving those areas of the building greater than 420 feet (128 m) in building height. The additional exit stairway shall not be required to be provided for redundancy to stairs serving only those portions of the building less than 420 feet (128 m) in building height.

403.5.2.2 Multiple towers. For buildings containing multiple towers, the additional exit stairway shall only be required for those towers exceeding 420 feet (128 m) in building height.

Exception: An additional *exit stairway* shall not be required to be installed in buildings having elevators used for occupant self-evacuation in accordance with Section 3008.

Section 403.5.3 Stairway door operation.

Revise Section 403.5.3, as follows:

403.5.3 Stairway door operation. Stairway doors other than the *exit discharge* doors shall be permitted to be locked from stairway side. Stairway doors that are locked from the stairway side shall be unlocked simultaneously without unlatching upon any of the following: a signal from the fire command center; activation of a fire alarm signal in an area served by the stairway; or failure of the power supply.

Exception: Upon approval of the *building official*, stairway doors opening directly into privately owned residential units or leased tenant spaces are permitted to unlock without unlatching only upon signal from the fire command center.

Section 403.5.4 Smokeproof exit enclosures.

Revise Section 403.5.4, as follows:

403.5.4 Smokeproof exit enclosures. Every required level *exit stairway* serving floors more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access shall comply with Sections 909.20 and 1022.9.

Section 403.6.1 Fire service access elevator.

Revise Section 403.6.1, as follows:

403.6.1 Fire service access elevator. In buildings with an occupied floor more than 120 feet (36 576 mm) above the lowest level of fire department vehicle access, a minimum of one fire service access elevator shall be provided in accordance with Section 3007.

Exception: Where a building is provided with multiple elevators in accordance with Section 3002.4 and Table 3002.4, a fire service access elevator shall not be required.

Section 404.3 Automatic sprinkler protection.

Delete Exception No. 1 and No. 2 in Section 404.3, as follows:

[F] 404.3 Automatic sprinkler protection. An *approved automatic sprinkler system* shall be installed throughout the entire building.

Section 404.6 Enclosure of atriums.

Revise Section 404.6, as follows:

404.6 Enclosure of atriums. Atrium spaces shall be separated from adjacent spaces by a 1-hour *fire barrier* constructed in accordance with Section 707 or a *horizontal assembly* construction in accordance with Section 712, or both.

Exceptions:

1. A glass wall forming a smoke partition where a separately zoned system of automatic sprinklers are spaced 6 feet (1829 mm) or less along both sides of the separation wall, or on the room side only if there is not a walkway on the atrium side, and between 4 inches and 12 inches (102 mm and 305 mm) away from the glass and designed so that the entire surface of the glass is wet upon activation of the sprinkler system without obstruction. The glass shall be installed in a frame so that the framing system deflects without breaking (loading) the glass before the sprinkler system activates.

2. *Unchanged.*

3. *Unchanged.*

Section 405.8.1 Standby power loads.

Revise Section 405.8.1, as follows:

[F] 405.8.1 Standby power loads. The following loads are classified as standby power loads:
1. Smoke control system.
2. Ventilation and automatic fire detection equipment for smokeproof enclosures.

Standby power shall be provided for elevators in accordance with Section 3003.

Section 405.9.1 Emergency power loads.

Revise Section 405.9, as follows:

[F] 405.9.1 Emergency power loads. The following loads are classified as emergency power loads:

1. Emergency voice/alarm communication systems.
2. Fire alarm systems.
3. Automatic fire detection systems.
4. Elevator car lighting.
5. *Means of egress* and exit sign illumination required by Chapter 10.
6. Electrically powered Fire Pimps.

Section 406.1.2 Area increase.

Add a new exception after last paragraph of Section 406.1.2, a*s follows:*

406.1.2 Area increase. Group U occupancies used for the storage of private or pleasure-type motor vehicles where no repair work is completed or fuel is dispensed are permitted to be 3,000 square feet (279 m^2) when the following provisions are met:

1. For a mixed occupancy building, the *exterior wall* and opening protection for the Group U portion of the building shall be as required for the major occupancy of the building. For such a mixed occupancy building, the allowable floor area of the building shall be as permitted for the major occupancy contained therein.

2. For a building containing only a Group U occupancy, the *exterior wall* shall not be required to have a *fire-resistance rating* and the area of openings shall not be limited when the *fire separation distance* is 5 feet (1524 mm) or more.

More than one 3,000-square-foot (279 m^2) Group U occupancy shall be permitted to be in the same building, provided each 3,000-square-foot (279 m^2) area is separated by *fire walls* complying with Section 706.

Exception: Noncombustible carports may be of unlimited area when they are open on all sides, not over twelve feet (3658 mm) in height, and located a minimum of 5 feet (1524 mm) from any property line or assumed property line, measured from the roof edge.

Section 406.1.4 Separation.

Revise Section 406.1.4 by adding new Item Nos. 4 and 5, as follows:

406.1.4 Separation. Separations shall comply with the following:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. Noncombustible carports do not require exterior wall and opening protection when they are open on all sides, not over twelve feet (3658 mm) in height, and located a minimum of 5 feet (1524 mm) from any property line or assumed property line, as measured from the roof edge.
5. When a Group B, F, M, R, or S occupancy structure and a noncombustible carport are located on the same property with a minimum separation of ten feet (3048) between the structure and the carport, as measured from the roof edges, exterior wall and opening protection is not required for either structure.

Section 406.2.6.1 Floor drains.

Add a new Section 406.2.1, as follows:

406.2.6.1 Floor drains. Where provided, floor drains installed in enclosed parking garages or repair garages shall drain to an *approved* sand/oil separator in accordance with the *International Plumbing Code*.

Section 406.4.2 Ventilation.

Revise Section 406.4.2, as follows:

406.4.2 Ventilation. A mechanical ventilation system shall be provided in accordance with the *International Mechanical Code.*

Exceptions:

1. A mechanical ventilation system shall not be required in an enclosed parking garage when openings complying with Section 406.3.3.1 are provided.

2. A mechanical ventilation system shall not be required in an enclosed parking garage having a floor area of 1,000 ft^2 or less and used for the storage of five (5) or less private motor vehicles.

406.4.2.1 Minimum ventilation. The mechanical ventilation system shall be capable of producing a ventilation rate of 0.75 cfm per square foot (0.0038 $m^3/s \cdot m^2$) of floor area.

Exception: When approved by the *building official*, the mechanical ventilation system may be designed to exhaust a minimum of 14,000 cfm (6.61 m^3/s) for each operating vehicle. Such system shall be based on the anticipated instantaneous movement rate of vehicles, but not less than 2.5 percent of the garage capacity, or one vehicle, whichever is greater.

406.4.2.2 Intermittent operation. The mechanical ventilation system shall not be required to operate continuously where *approved* automatic carbon monoxide sensing devices are provided to operate the system automatically to maintain a maximum average concentration of carbon monoxide of 50 parts per million during any eight-hour period, with a maximum concentration not greater than 200 parts per million for a period not exceeding one hour.

406.4.2.3 Occupied spaces accessory to public garages. Connecting offices, waiting rooms, ticket booths and similar uses that are accessory to a public garage shall be supplied with conditioned air and maintained at a positive pressure.

Section 406.6.3 Ventilation.

Revise Section 406.6.3, as follows:

406.6.3 Ventilation. Repair garages shall be mechanically ventilated in accordance with the *International Mechanical Code*. The ventilation system shall be controlled at the entrance to the garage.

406.6.3.1 Minimum ventilation. The mechanical ventilation system shall be capable of producing a ventilation rate of 1.5 cfm per square foot (0.0076 $m^3/s \cdot m^2$) of floor area. Each engine repair stall shall be equipped with an exhaust pipe extension duct, extending to the outside of the building, which, if over 10 feet (3048 mm) in length, shall mechanically exhaust 300 cfm (0.142 m^3/s).

406.6.3.2 Occupied spaces accessory to repair garages. Connecting offices, waiting rooms and similar uses that are accessory to a repair garage shall be supplied with conditioned air and maintained at a positive pressure.

Section 410.3.4 Proscenium wall.

Add a new Exception to Section 410.3.4, as follows:

410.3.4 Proscenium wall. Where the stage height is greater than 50 feet (15 240 mm), all portions of the stage shall be completely separated from the seating area by a proscenium wall with not less than a 2-hour *fire-resistance rating* extending continuously from the foundation to the roof.

Exception: Where a stage is located in a building of Type I construction, the proscenium wall is permitted to extend continuously from the 2-hour *fire-resistance-rated* floor slab of the space containing the stage to the roof or a 2-hour *fire-resistance-rated* floor deck above. This exception shall not apply to buildings of Type IB construction in which the minimum fire-resistance ratings of the building elements in Table 601 have been reduced in accordance with Section 403.2.1.1.

Section 410.3.5.1 Activation.

Add a new Section 410.3.5.1, as follows:

410.3.5.1 Activation. When provided, a fire curtain shall be activated by manual emergency operation, fusible link, rate-of-rise heat detection installed in accordance with Section 907.3 operating at a rate of temperature rise of 15 to 20ºF per minute (8 to 11ºC per minute), or signal of water flow from any sprinkler system covering the stage as required by Section 410.6.

Section 410.6 Automatic sprinkler system.

Delete Exceptions No. 1 and 2 in Section 410.6, as follows:

[F] 410.6 Automatic sprinkler system. Stages shall be equipped with an automatic fire-extinguishing system in accordance with Chapter 9. Sprinklers shall be installed under the roof and gridiron and under all catwalks and galleries over the stage. Sprinklers shall be installed in dressing rooms, performer lounges, shops and storerooms accessory to such stages.

Exception: Sprinklers are not required within portable orchestra enclosures on stages.

Section 410.8 Special effects.

Add a new Section 410.8, as follows:

410.8 Special effects. Special effects are regulated by the *International Fire Code*.

Section 412.4.6 Fire suppression.

Delete the Exception in Section 412.4.6, as follows:

412.4.6 Fire suppression. Aircraft hangars shall be provided with a fire suppression system designed in accordance with NFPA 409, based upon the classification for the hangar given in Table 412.4.6.

Section 419.5 Fire Protection.

Revise Section 419.5, as follows:

419.5 Fire Protection. The live/work unit shall be provided with a monitored fire alarm system where required by Section 907.2.9 and an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2

Section 420.4 Visual access.

Add a new Section 420.4, as follows:

420.4 Visual access. The primary entrance door of individual units in motels, hotels, apartment houses, condominiums, and vacation timeshare properties shall contain a means to allow the occupant to visually identify a visitor without opening the unit entry door.

Section 421.5 Ventilation.

Revise Section 421.5, as follows:

421.5 Ventilation. Cutoff rooms shall be provided with mechanical ventilation.

Exception: Where approved by the *building official*, natural ventilation shall be permitted in lieu of mechanical ventilation.

421.5.1 Ventilation rate. Mechanical ventilation of hydrogen cutoff rooms shall be provided at a minimum rate of 1 cubic foot per minute per 12 cubic feet [0.00138 $m^3/(s \cdot m^3)$] of room volume.

421.5.2 Inlets and outlets. Hydrogen cutoff rooms shall be ventilated utilizing air supply inlets and exhaust outlets arranged to provide uniform air movement to the extent practical. Inlets shall be uniformly arranged on exterior walls near floor level. Outlets shall be located at the high point of the room in exterior walls or the roof.

421.5.3 Operation. Ventilation shall be by a continuous mechanical ventilation system.

Exception: Where approved by the *building official*, ventilation shall be permitted to be by a mechanical ventilation system activated by a continuously monitoring flammable gas detection system that activates at a gas concentration of 25 percent of the lower flammable limit (LFL).

421.5.4 Shutdown. The gaseous hydrogen system shall be automatically shut down in the event of failure of the ventilation system.

Section 505.1 General.

Revise Section 505.1, as follows:

505.1 General. A *mezzanine* or *mezzanines* in compliance with Section 505 shall be considered a portion of the *story* in which it is contained. Such *mezzanines* shall not contribute to either the *building area* or number of *stories* as regulated by Section 503.1. The area of the *mezzanine* shall be included in determining the *fire area* defined in Section 902. The clear height above and below the *mezzanine* floor construction shall not be less than 7 feet-6 inches (2286 mm).

Exception: The clear height above and below the mezzanine shall not be less than 7 feet for any of the following conditions:

1. For Group A, B, E, F, M and U occupancies, where the occupant load does not exceed 49.
2. For Group H-1, H-2, and H-3 occupancies, where the occupant load does not exceed 3.
3. For Groups H-4, H-5, I-1, I-3, I-4, and R, where the occupant load does not exceed 10.
4. For Group S, where the occupant load does not exceed 29.

Section 507.2 Group F-2 or S-2, one story.

Revise Section 507.2, as follows:

507.2 Group F-2 or S-2, one story. The area of a Group F-2 or S-2 building no more than one *story* in height shall not be limited when the building is surrounded and adjoined by *public ways* or *yards* not less than 60 feet (18 288 mm) in width and the building is provided with an automatic sprinkler system throughout when required by Section 903.2 or the *International Fire Code*.

Section 507.3 Sprinklered, one story.

Delete Exception No. 2 in Section 507.3, as follows:

507.3 Sprinklered, one story. The area of a Group B, F, M or S building no more than one *story above grade plane*, or a Group A-4 building no more than one *story above grade plane* of other than Type V construction, shall not be limited when the building is provided with an *automatic sprinkler system* throughout in accordance with Section 903.3.1.1 and is surrounded and adjoined by *public ways* or yards not less than 60 feet (18 288 mm) in width.

Exception: Buildings and structures of Type I and II construction for rack storage facilities that do not have access by the public shall not be limited in height, provided that such buildings conform to the requirements of Sections 507.3, 903.3.1.1 and Chapter 23 of the *International Fire Code*.

Table 508.2.5 Incidental Accessory Occupancies.

Revise Table 508.2.5, as follows:

TABLE 508.2.5
INCIDENTAL ACCESSORY OCCUPANCIES

ROOM OR AREA	SEPARATION AND/OR PROTECTION
Rooms containing fire pumps in nonhigh-rise buildings	2 hours

All other parts of Table 508.2.5 to remain unchanged.

Section 603.1.2 Piping.

Revise Section 603.1.2, as follows:

603.1.2 Piping. The use of combustible piping materials shall be permitted when installed in accordance with the limitations of the *International Mechanical Code* and the *International Plumbing Code*~~.~~ or the following:

603.1.2.1 Equipment rooms. Combustible piping shall be permitted to be installed in an equipment room that is enclosed by 2-hour fire-resistance rated construction and protected throughout by automatic sprinklers. The combustible piping shall be permitted to be extended from the equipment room to other rooms provided the piping is encased in an approved, dedicated 2-hour fire-resistance rated assembly. Where such combustible piping penetrates a fire-resistance rated wall and/or floor/ceiling assembly, the penetration shall be protected by a through-penetration firestop system that is listed for the specific piping material and that has F and T ratings not less than the required fire-resistance rating of the penetrated assembly. The combustible piping shall not penetrate more than a single floor.

603.1.2.2 Chemical waste systems. Combustible piping shall be permitted to be installed for chemical waste and vent systems when the chemical waste would otherwise react with noncombustible piping. Combustible piping serving such systems shall be protected as required in Section 603.1.2.1.

603.1.2.3 Medical water systems. Combustible piping shall be permitted to be installed for purified water systems that are used in conjunction with medical treatment systems, such as dialysis. Combustible piping serving such systems shall be protected as required in Section 603.1.2.1.

603.1.2.4 Bars and soda fountains. Combustible piping shall be permitted to be installed for distribution/process systems that serve bars and soda fountains. Combustible piping serving such systems shall either be installed below a fire-resistance rated slab-on-grade, protected as required in Section 603.1.2.1, or sleeved within noncombustible EMT conduit or metal piping from the room of origin to the area of end use. Where combustible piping serving bars and soda fountains is sleeved within noncombustible EMT conduit or metal piping, the end points of the conduit or pipe shall be sealed in accordance with Southern Nevada Health District requirements.

603.1.2.5 Fire sprinkler systems. CPVC piping that is specifically listed and labeled for fire protection use shall be permitted to be installed for fire sprinkler system piping provided that it is installed in accordance with its listing, the manufacturer's installation requirements, and the *International Building Code*.

603.1.2.6 Under slab-on-grade. Combustible piping shall be permitted to be installed under a fire-resistance rated slab-on-grade provided the transition from combustible to noncombustible piping occurs entirely below the slab-on-grade. The transition from combustible to noncombustible piping shall be permitted to occur within an equipment room directly above the slab-on-grade when the room is protected as required in Section 603.1.2.1.

Section 703.6 Marking and identification.

Revise Section 703.6, as follows:

703.6 Marking and identification. Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified with signs or stenciling in all accessible concealed floor, floor-ceiling or attic spaces. Such identification shall:

1. Be located within 15 feet (4572 mm) of the end of each wall, and at intervals not exceeding 30 feet (9144 mm) measured horizontally along the wall or partition; and

2. Include lettering not less than 2 inches (50.8 mm) in height with a minimum 3/8 inch stroke (9.5 mm) in a contrasting color, incorporating the suggested wording: "FIRE AND/OR SMOKE BARRIER—PROTECT ALL OPENINGS," or other wording.

Exception: Walls in group R-2 occupancies that do not have a removable decorative ceiling allowing access to the concealed space

Table 705.8 Maximum Area of Exterior Wall Openings Based on Fire Separation Distance and Degree of Opening Protection

Revise Table 705.8, as follows:

TABLE 705.8 MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION		
FIRE SEPARATION DISTANCE (feet)	**DEGREE OF OPENING PROTECTION**	**ALLOWABLE AREA[a]**
0 to less than 3[b,c]	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S)[i]	Not Permitted
	Protected (P)	Not Permitted
3 to less than 5[d,e]	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S)[i]	15%
	Protected (P)	15%
5 to less than 10[e,f, j]	Unprotected, Nonsprinklered (UP, NS)	10%[h]
	Unprotected, Sprinklered (UP, S)[i]	25%
	Protected (P)	25%
10 to less than 15[e, f, g, j]	Unprotected, Nonsprinklered (UP, NS)	15%[h]
	Unprotected, Sprinklered (UP, S)[i]	45%
	Protected (P)	45%
15 to less than 20[f, g, j]	Unprotected, Nonsprinklered (UP, NS)	25%
	Unprotected, Sprinklered (UP, S)[i]	75%
	Protected (P)	75%
20 to less than 25[f, g, j]	Unprotected, Nonsprinklered (UP, NS)	45%
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit
25 to less than 30[f, g, j]	Unprotected, Nonsprinklered (UP, NS)	70%
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit
30 or greater	Unprotected, Nonsprinklered (UP, NS)	No Limit
	Unprotected, Sprinklered (UP, S)[i]	No Limit
	Protected (P)	No Limit

Notes and Footnotes remain unchanged except for the addition of j, as follows.

j. For special requirements for Group U occupancies, see Sections 406.1.2 and 406.1.4.

Section 708.13.3 Refuse and laundry chute access rooms.

Revise Section 708.13.3, as follows:

708.13.3 Refuse and laundry chute access rooms. Access openings for refuse and laundry chutes shall be located in rooms or compartments enclosed by not less than 1-hour fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with 712, or both. Openings into the access rooms shall be protected by opening protectives having a fire protection rating of not less than ¾ hour. Doors shall be self- or automatic-closing upon the detection of smoke in accordance with Section 715.4.8.3. The room or compartment shall be sized to allow the access door to the room or compartment to close and latch with the access panel to the refuse or laundry chute in any position.

Section 708.13.4 Termination room.

Revise Section 708.13.4, as follows:

708.13.4 Termination room. Refuse and laundry chutes shall discharge into an enclosed room separated from the remainder of the building by fire barriers constructed in accordance with Section 707 or horizontal assemblies constructed in accordance with Section 712, or both. Construction shall be a minimum of 1-hour, but not less than the fire-resistance rating of the shaft enclosure. Openings into the termination room shall be protected by opening protectives having a fire protection rating of not less than ¾ hour for 1-hour termination rooms and 1½ -hour for 2-hour termination rooms. Doors shall be self- or automatic-closing upon the detection of smoke in accordance with Section 715.4.8.3. Refuse chutes shall not terminate in an incinerator room. Refuse and laundry rooms that are not provided with chutes need only comply with Table 508.2.5.

Section 710.4 Continuity.

Revise Section 710.4, as follows:

710.4 Continuity. *Smoke barriers* shall form an effective membrane continuous from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces, such as those found above suspended ceilings, and interstitial structural and mechanical spaces. The supporting construction shall be protected to afford the required *fire-resistance rating* of the wall or floor supported in buildings of other than Type IIB, IIIB or VB construction.

Exception: Smoke-barrier walls are not required in interstitial spaces where such spaces are designed and constructed with ceilings that provide resistance to the passage of fire and smoke equivalent to that provided by the smoke-barrier walls.

Table 715.4 Fire Door and Shutter Fire Protection Ratings

Revise Table 715.4 by adding a new Note, at the bottom of the Table, as follows:

Note: As specified in Section 909.20, 20-minute fire rated door opening protectives are allowed in *fire barrier* walls separating a vestibule and the stairway.

Footnotes" a" and" b" remain.

Section 715.4.8 Door Closing.

Revise Section 715.4.8, as follows:

715.4.8 Door Closing. *Fire doors* in fire walls shall be automatic-closing in accordance with this section. *Fire doors in other than fire walls* shall be self- or automatic-closing in accordance with this section.

Exceptions:

1. *Fire doors* located in common walls separating sleeping units in Group R-1 and between dwelling units of transient nature in Group R-2 shall be permitted without automatic- or self-closing devices.

2. The elevator car doors and the associated hoistway enclosure doors at the floor level designated for recall in accordance with Section 3003.2 shall be permitted to remain open during Phase I emergency recall operations.

Section 717.3.2 Groups R-1, R-2, R-3 and R-4.

Revise Section 717.3.2, as follows:

717.3.2 Groups R-1, R-2, R-3 and R-4. Draftstopping shall be provided in floor/ceiling spaces in Group R-1 buildings, in Group R-2 buildings with three or more dwelling units, in Group R-3 buildings with two dwelling units and in Group R-4 buildings. Draftstopping shall be located above and in line with the dwelling unit and sleeping unit separations.

Exceptions:

1. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

2. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2, provided that automatic sprinkler systems in accordance with Section 903.3.1.1 are also installed in the combustible concealed spaces.

Section 717.4.2 Groups R-1 and R-2.

Revise Section 717.4.2, as follows:

717.4.2 Groups R-1 and R-2. Draftstopping shall be provided in attics, mansards, overhangs or other concealed roof spaces of Group R-2 buildings with three or more dwelling units and in all Group R-1 buildings. Draftstopping shall be installed above, and in line with, sleeping unit and dwelling unit separation walls that do not extend to the underside of the roof sheathing above.

Exceptions:

1. Where corridor walls provide a sleeping unit or dwelling unit separation, draftstopping shall only be required above one of the corridor walls.

2. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

3. In occupancies in Group R-2 that do not exceed four stories in height, the attic space shall be subdivided by draftstops into areas not exceeding 3,000 square feet (279 m2) or above every two dwelling units, whichever is smaller.

4. Draftstopping is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.2, provided that automatic sprinkler systems in accordance with Section 903.3.1.1 are also installed in the combustible concealed spaces.

Section 717.5 Combustible materials in concealed spaces in Type I or II construction.

Revise Section 717.5, as follows:

717.5 Combustible materials in concealed spaces in Type I or II construction. Combustible materials shall not be permitted in concealed spaces of buildings of Type I or II construction.

Exceptions:

1. Combustible materials in accordance with Section 603.
2. Combustible materials exposed within plenums complying with the *International Mechanical Code.*
3. Class A interior finish materials classified in accordance with Section 803 where the concealed space is protected with fire sprinklers as required by the Fire Code when fire sprinklers are required in the building by another section in this code.
4. Combustible insulation and covering on pipe and tubing, installed in concealed spaces other than plenums, complying with Section 719.7.
5. CPVC fire sprinkler system piping listed and labeled for fire protection use. Piping shall have a peak optical density not greater than 0.50, an average optical density of not greater than 0.15, and a flame spread of not greater than 5 feet when tested in accordance with UL 1887.

Section 721.6.2.3 Exterior Walls.

Revise Section 721.6.2.3, as follows:

721.6.2.3 Exterior Walls. For an *exterior wall* with a *fire separation distance* greater than 10 feet (3048 mm), the wall is assigned a rating dependent on the interior membrane and the framing as described in Tables 721.6.2(1) and 721.6.2(2). The membrane on the outside of the non-fire-exposed side of the *exterior walls* with a *fire separation distance* greater than 10 feet (3048 mm) may consist of sheathing, sheathing paper and siding as described in table 721.6.2(3).

Section 802.1 General.

Revise Section 802.1, as follows:

802.1 General. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein.

DECORATIVE MATERIALS. See Section 202.

EXPANDED VINYL WALL COVERING. Wall covering consisting of a woven textile backing, an expanded vinyl base coat layer and a nonexpanded vinyl skin coat. The expanded base coat layer is a homogeneous vinyl layer that contains a blowing agent. During processing, the blowing agent decomposes, causing this layer to expand by forming closed cells. The total thickness of the wall covering is approximately 0.055 inch to 0.070 inch (1.4 mm to 1.78 mm).

The remainder of this section remains unchanged.

Section 803.11.2 Set-out construction.

Revise Section 803.11.2, as follows:

803.11.2 Set-out construction. Where walls and ceilings are required to be of fire-resistance-rated or noncombustible construction and walls are set out or ceilings are dropped distances greater than specified in Section 803.11.1, noncombustible materials, in accordance with Section 703.4 shall be used except where *interior finish* materials meet one of the following:

1. Protected on both sides by an automatic sprinkler system in accordance with Section 903.3.1.1, or
2. The combustible void is filled with fiberglass or noncombustible insulation, or
3. Attached to a noncombustible backing, or
4. Attached to furring strips installed as specified in Section 803.11.1.

The hangers and assembly members of such dropped ceilings that are below the main ceiling line shall be of noncombustible materials, except that in Types III and V construction, *fire-retardant-treated wood* shall be permitted. The construction of each set-out wall shall be of fire-resistance-rated construction as required elsewhere in this code.

Section 803.13 Site-fabricated stretch systems.

Add a new Section 803.13.1, as follows:

803.13 Site-fabricated stretch systems. Where used as interior wall or ceiling finish materials, site-fabricated stretch systems shall be tested in the manner intended for use, and shall comply with the requirements of Section 803.1.1 or 803.1.2. If the materials are tested in accordance with ASTM E 84 or UL 723, specimen preparation and mounting shall be in accordance with ASTM E 2573.

803.13.1 Site-fabricated stretch ceiling systems. Where used as a dropped ceiling, the following shall apply:

1. In Types I and II construction, frames shall be of non-combustible materials.

2. Where automatic sprinkler protection in accordance with Section 903.3.1.1 or 903.3.1.2 is required beneath the panel, core materials shall be of non-combustible materials.

Section 806.1 General requirements.

Add a new sentence to the end of the fourth paragraph of Section 806.1, as follows:

[F] 806.1 General requirements. In occupancies in Groups A, E, I and R-1 and dormitories in Group R-2, curtains, draperies, hangings and other *decorative materials* suspended from walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 806.2 or be noncombustible.

In Groups I-1 and I-2, combustible *decorative materials* shall meet the flame propagation criteria of NFPA 701 unless the *decorative materials*, including, but not limited to, photographs and paintings, are of such limited quantities that a hazard of fire development or spread is not present. In Group I-3, combustible decorative materials are prohibited.

Fixed or movable walls and partitions, paneling, wall pads and crash pads applied structurally or for decoration, acoustical correction, surface insulation or other purposes shall be considered *interior finish* if they cover 10 percent or more of the wall or of the ceiling area, and shall not be considered *decorative materials* or furnishings.

In Group B and M occupancies, fabric partitions suspended from the ceiling and not supported by the floor shall meet the flame propagation performance criteria in accordance with Section 806.2 and NFPA 701 or shall be noncombustible. In other than Group B and M occupancies, fabric partitions shall be in accordance with the type of construction required for the building.

Section 903.1.1 Alternative protection.

Delete Section 903.1.1, in its entirety.

Section 903.2 Where required.

Revise Section 903.2, as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided throughout all buildings, regardless of occupancy type, exceeding 5,000 sq ft (464 m^2) in building area, and additionally in locations described in Section 903.2.1 through 903.2.12.

Exceptions:

1. Open parking garages with no other occupancy above any part of the open parking garage structure are not required to be protected with automatic sprinklers.
2. Buildings, structures, or service equipment and installations directly used in utility generation or distribution which are installed on properly recorded easements belonging to water, gas, power, telephone, or other utility companies that are preemptively regulated by the Nevada Pubic Service Commission, a State of Nevada charter, or other public franchise. This exception does not apply to non-exempted buildings or structures containing occupiable spaces such as offices, meeting rooms, service counters, public restrooms, or other normally occupied space.

If any fire area in a building or structure is provided with fire sprinklers, whether required or not, all fire areas in the building or structure shall be provided with fire sprinklers.

Exceptions:

1. Where a building is subdivided into separate buildings, each having a total building area of less than 5,000 sq ft (464 m^2), by 4-hour rated fire walls with no openings constructed in accordance with the IBC.
2. Special hazard areas that require sprinklers for certain uses, such as medical gas rooms, may be fire sprinklered without requiring additional fire sprinklers, when approved by the code official.

For new construction expanding existing buildings, where an addition to any existing non-sprinklered building or structure expands the total area to greater than 5,000 square feet (464 m^2), the entire building, including the existing portions, shall be provided with fire sprinklers.

Exceptions:
1. Group R-3 occupancies with fire flow in accordance with the International Fire Code.
2. Where the area of the addition does not exceed 25% of the original building area at the time of construction and the area of the addition does not exceed 5,000 square feet (464 m^2).

Section 903.2.3 Group E.

Revise Section 903.2.3, as follows:

903.2.3 Group E. An *automatic sprinkler* system shall be provided for Group E occupancies where one of the following conditions exists:

1. The Group E *fire areas have an occupant load of 50 or more.*
2. Any portion of the Group E fire areas is below the lowest *level of exit discharge.*
3. Rooms used for kindergarten, first or second-grade pupils or for child care purposes, are located above or below the first story.
4. Daycare facilities used for child care between the hours of 12:00 a.m. and 6:00 a.m.

Exception: An *automatic sprinkler system* is not required in any area below the lowest *level of exit discharge* serving that area where every classroom throughout the building has at least one exterior *exit* door at ground level.

Section 903.2.9 Group S-1.

Revise Section 903.2.9, as follows:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 fire area exceeds 12,000 square feet (1115 m^2)
2. A Group S-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2)
4. A Group S-1 fire area used for the storage of commercial trucks or buses where the fire area exceeds 5,000 square feet (464 m^2)
5. A Group S-1 fire area used for self-storage where the fire area exceeds 2,500 square feet (279 m^2)

Section 903.3.1.1.1 Exempt locations.

Revise Section 903.1.1.1, as follows:

903.3.1.1.1 Exempt locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room merely because it is damp, or fire-resistance rated construction, or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when *approved* by the *fire code official*
3. Fire service access elevator machine rooms and machinery spaces

Section 903.3.1.2 NFPA 13R sprinkler systems.

Revise Section 903.3.1.2, as follows:

903.3.1.2 NFPA 13R sprinkler systems. Where allowed in buildings of Group R, up to and including two stories in height, automatic sprinkler systems shall be installed in accordance with NFPA 13 or NFPA 13R.

Section 903.3.1.3 NFPA 13D sprinkler systems.

Revise Section 903.3.1.3, as follows:

903.3.1.3 NFPA 13D sprinkler systems. Where allowed, automatic sprinkler systems installed in one- and two-family dwellings and townhouses shall be permitted to be installed throughout in accordance with NFPA 13, NFPA 13R, or NFPA 13D.

Section 903.3.5.2 Secondary water supply.

Revise Section 903.3.5.2, as follows:

903.3.5.2 Secondary water supply. A dedicated secondary on-site water supply equal to the hydraulically calculated sprinkler demand, including a 100 gpm inside hose stream requirement, but not less than 15,000 usable gallons, shall be provided for high-rise buildings. The secondary water supply shall have a duration of not less than 30 minutes.

Section 903.4 Sprinkler system supervision and alarms.

Revise Section 903.4, as follows:

903.4 Sprinkler system supervision and alarms. Sprinkler system supervision and alarms are regulated by the *International Fire Code*.

Section 904.2 Where required.

Revise Section 904.2, as follows:

904.2 Where required. Automatic fire-extinguishing systems shall be approved by the fire code official. Automatic fire-extinguishing systems shall not be considered an alternative to the required automatic sprinkler systems of Section 903 or for the purpose of exceptions or reductions allowed by other requirements of this code.

Section 905.3.1 Height.

Revise Section 905.3.1, as follows:

905.3.1 Height. Approved Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of the fire department vehicle access.

Section 905.3.2 Group A.

Revise Section 905.3.2, as follows:

905.3.2 Group A. Class I automatic wet standpipes shall be provided in nonsprinklered Group A buildings having an occupant load exceeding 1,000 persons.

Exceptions:

1. Open-air seating spaces without enclosed spaces
2. Class I automatic dry and semiautomatic dry standpipes or manual wet standpipes are allowed in buildings where the highest floor surface used for human occupancy is 55 feet (16 764 mm) or less above the lowest level of fire department vehicle access.

Section 905.4 Location of Class I standpipe hose connections.

Revise Section 905.4, as follows:

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connection shall be provided in all of the following locations:

1. In every required stairway, a hose connection shall be provided for each floor level above or below grade. Hose connections shall be located on the floor level landing, as approved by the fire code official.

2. On each side of the wall adjacent to the exit opening of a horizontal exit.

   Exception: Where floor areas adjacent to a horizontal exit are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

   Exception: Where floor areas adjacent to an exit passageway are reachable from exit stairway hose connections by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall.

5. Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a hose connection located either on the roof or at the highest landing of a stairway with stair access to the roof. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.

6. Throughout the entire building so that all portions of each floor level are provided with hose valve coverage utilizing 100 feet (30 480 mm) of hose and 30-foot (9144 mm) stream from any hose connection located on that floor or intermediate landing. The length of hose shall be along normal walking routes, and the stream shall not be expected to penetrate walls or windows.

Section 905.4.1 Protection.

Revise Section 905.4.1, as follows:

905.4.1 Protection. Risers and laterals of Class I standpipe systems not located within an enclosed stairway or pressurized enclosure shall be protected by a degree of fire resistance equal to that required for vertical enclosures in the building in which they are located.

Exception: In buildings constructed of Type I or Type II construction in accordance with the Building Code or in buildings equipped throughout with an approved automatic sprinkler system, standpipes that are not located within an enclosed stairway or pressurized enclosure are not required to be enclosed within fire-resistance-rated construction.
Revise Section 905.5, as follows:

905.5 Location of Class II standpipe hose connections. Class II standpipe hose connections are regulated by the *International Fire Code*.

Section 905.5.3 Class II system 1-inch hose.

Delete Section 905.5.3 in its entirety.

Section 906 Portable Fire Extinguishers

Delete 906.1 in its entirety and replace, as follows:

906.1 General. Portable fire extinguishers are regulated by the *International Fire Code*.

Section 907.1.2 Fire alarm shop drawings.

Revise Section 907.1.2, as follows:

907.1.2 Fire alarm shop drawings. Fire alarm shop drawings are regulated by the *International Fire Code*.

Section 907.2.7.1 Occupant Notification.

Delete Section 907.2.7.1 in its entirety.

Section 907.2.9.1 Manual fire alarm system.

Revise Section 907.2.9.1, as follows:

907.2.9.1 Manual fire alarm system. A manual fire alarm system that activates the occupant notification system in accordance with Section 707.6 shall be installed in Group R-2 occupancies where:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge;
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit; or
3. The building contains 15 or more dwelling units or sleeping units.

Exceptions:

1. A fire alarm system is not required in buildings not more than two stories in height where all dwelling units or sleeping units and contiguous attic and crawl spaces are separated from each other and public or common areas by at least 1-hour fire partitions and each dwelling unit or sleeping unit has an exit directly to a public way, exit court or yard.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow. At least one manual fire alarm box is installed at an approved location.
3. A fire alarm system is not required in buildings that do not have interior corridors serving dwelling units and are protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, provided that dwelling units either have a means or egress door opening directly to the exits or are served by open-ended corridors designed in accordance with Section 1026.6, Exception 4

Section 907.2.9.1.1 Automatic smoke detection system.

Add a new section 907.2.9.1.1, as follows:

907.2.9.1.1 Automatic smoke detection system. When a fire alarm system is required, an automatic smoke detection system that activates the occupant notification system in accordance with Section 907.6 shall be installed throughout all interior corridors serving sleeping units.

> **Exception:** An automatic smoke detection system is not required in buildings that do not have interior corridors serving sleeping units and where each sleeping unit has a means of egress doors opening directly to an exit or to an exterior exit access that leads directly to an exit.

Section 907.2.13 High-rise buildings.

Revise Section 907.2.13, as follows:

907.2.13 High-rise buildings. Buildings with a floor used for human occupancy located more that 55 feet (16 764 mm) above the lowest level of fire department vehicle access shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, a fire department communication system in accordance with Section 907.2.13.2 and an emergency voice/alarm communication system in accordance with Section 907.5.2.2.

Exceptions:

1. Airport traffic control towers in accordance with Section 907.2.22 and Section 412 of the IBC.
2. Open parking garages in accordance with Section 406.3 of the IBC.
3. Low-hazard special occupancies in accordance with Section 503.1.1 of the IBC.

Section 907.2.13.1.1 Area smoke detection.

Revise item #1, add two new items #3 and #4 and a new exception to Section 907.2.13.1.1, as follows:

907.2.13.1.1 Area smoke detection. Area smoke detectors shall be provided in accordance with this section. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall operate the emergency voice/alarm communication system in accordance with Section 907.5.2.2. Smoke detectors shall be located as follows:

1. In each mechanical equipment, or similar room which is not provided with sprinkler protection.
2. In each elevator machine room and in elevator lobbies.
3. In each transformer, telephone equipment and information technology equipment room.
4. In each electrical room (i.e., a room designed and dedicated to electrical distribution).

Exception: Mechanical equipment and similar rooms containing electrical equipment necessary for the operation of that equipment, such as motor control centers, variable frequency drives, service disconnects, building automation controls, and other similar electrical equipment are not required to be provided with smoke detection.

Section 907.4.1 Protection of fire alarm control unit.

Revise Section 907.4.1, as follows:

907.4.1 Protection of fire alarm control unit. In areas that are not continuously occupied, automatic smoke detection shall be provided at the location of each fire alarm control unit, notification appliance circuit power extenders and supervising station transmitting equipment.

Exceptions:

1. Where ambient conditions prohibit installation of smoke detector, a heat detector shall be permitted.
2. Dedicated function fire alarm systems shall not have smoke detectors installed.

Section 907.5.2.1.1 Average sound pressure.

Revise Section 907.5.2.1.1, as follows:

907.5.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (15 dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building. The minimum sound pressure levels shall be: 90 dBA in mechanical equipment rooms; and 80 dBA in other occupancies. One of the two methods below shall be utilized to ensure that the minimum sound level will be achieved:

(1) Audible notification devices shall be installed in each occupied area, including but not limited to spaces such as bathrooms, walk-in closets, storage rooms, and walk-in coolers/freezers.

(2) In lieu of providing audible notification devices within certain spaces, calculations may be performed in order to prove that the alarm signals from the proposed adjacent audible devices will achieve a minimum of 80 decibels inside and throughout that space, where doors or other barriers between the space and the adjacent audibility device(s) are closed.

Section 907.5.2.1.1.1 Average sound pressure.

Add new Section, 907.5.2.1.1.1, as follows:

907.5.2.1.1.1 Where occupants are incapable of evacuating themselves because of age, physical or mental disabilities, or physical restraint, the private mode as described in NFPA 72, National Fire Alarm Code, shall be permitted to be used when allowed by the AHJ. Only the attendants and other personnel required to evacuate occupants from a zone, area, floor, or building shall be required to be notified when allowed by the AHJ. The notification shall include means to readily identify the zone, area, floor, or building in need of evacuation

Section 907.5.2.1.2 Maximum sound pressure.

Revise Section 907.5.2.1.2, as follows:

907.5.2.1.2 Maximum sound pressure. The maximum sound pressure level for audible alarm notification appliances shall be 110 dBA at the minimum hearing distance from the audible appliance. Where the average ambient noise is greater than 95 dBA, visible alarm notification appliances shall be provided in accordance with NFPA 72.

Section 907.5.2.3 Visible Alarms.

Revise Section 907.5.2.3, as follows:

907.5.2.3 Visible Alarms. Visible alarm notification appliances shall be provided in accordance with Sections 907.5.2.3.1 through 907.5.2.3.4.

Exceptions:

1. Visible alarm notification appliances are not required in alterations, when the building does not have visible alarm notification appliances installed anywhere within the building, except where an existing fire alarm system is upgraded or replaced, or a new fire alarm system is installed.
2. Visible alarm notification appliances shall not be required in exits as defined in Section 1002.1.
3. Visible alarm notification appliances shall not be required in elevator cars.

Section 907.6.3.1 Alarm Annunciator.

Revise Section 907.6.3.1, as follows:

907.6.3.1 Alarm Annunciator. All required annunciation means shall be readily accessible to responding personnel to facilitate an efficient response to a fire situation. A remote annunciator shall be provided inside the building at the main entrance of all buildings. The location of an operated initiating device shall be displayed by alphanumeric display at the annunciator. The alphanumeric display shall state the device type, the floor level (if applicable), the device address and a descriptive location for the operated device(s). The visible annunciation of the location of operated initiating devices shall not be canceled by the means used to deactivate alarm notification appliances.

Section 909.4.6 Duration of operation.

Revise Section 909.4.6, as follows:

[F] 909.4.6 Duration of operation. All portions of active or passive smoke control systems shall be capable of continued operation after detection of the fire event for a period of not less than 20 minutes.

Exception: An engineered analysis utilizing twice the estimated egress time to demonstrate that all occupants can safely evacuate shall be permitted.

Section 909.5.2 Opening protection.

Add a new Exception #6 to Section 909.5.2, as follows:

909.5.2 Opening protection. Openings in *smoke barriers* shall be protected by automatic-closing devices actuated by the required controls for the mechanical smoke control system. Door openings shall be protected by *fire door assemblies* complying with Section 715.4.3.

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. *Unchanged.*
5. *Unchanged.*
6. Door openings in *smoke barriers* shall be permitted to be protected by *self-closing* fire doors in the following locations:
   6.1 Guest rooms.
   6.2 Individual dwelling units.
   6.3 Mechanical rooms.
   6.4 Elevator machine rooms.
   6.5 Electrical rooms used exclusively for that purpose.
   6.6 Doors typically maintained in a closed position as approved by the Building Official.

Section 909.16 Fire-fighter's smoke control panel.

Revise Section 909.16, 909.16.1. 909.16.2, 909.16.3, as follows:

909.16 Fire-fighter's smoke control panel. The Fire-fighter's smoke control panels are regulated by the *International Fire Code*.

Section 909.17 System response time.

Revise Section 909.17, as follows:

909.17 System response time. Smoke-control system activation shall be initiated immediately after receipt of an appropriate automatic or manual activation command. Smoke control systems shall activate individual components (such as dampers and fans) in the sequence necessary to prevent physical damage to the fans, dampers, ducts and other equipment. For purposes of smoke control, the fire-fighter's smoke control panel response time shall be the same for automatic or manual smoke control action initiated from any other building control point. The total response time, including that necessary for detection, shut-down of operating equipment and smoke control system startup, shall allow for full operational mode to be achieved before the conditions in the space exceed the design smoke condition. Upon receipt of an alarm condition at the fire alarm control panel, fans, dampers and automatic doors shall have achieved their proper operating state and final status shall be indicated at the smoke control panel within 90 seconds. Verification –shall be reported in the required final report.

Section 909.18.8.3 Reports.

Revise Section 909.18.8.3 and 909.18.8.3.1, as follows:

909.18.8.3 Reports. A complete report of testing shall be prepared by the special inspector or special inspection agency. The report shall include identification of all devices by manufacturer, nameplate data, design values, measured values and identification tag or mark. The report shall be reviewed by the responsible registered design professional and, when satisfied that the design intent has been achieved, the responsible registered design professional shall seal, sign and date the report with a statement as follows:

"I have reviewed this report and by personal knowledge and on-site observation certify that the smoke-control system is in substantial compliance with the design intent, and to the best of my understanding complies with requirements of the code."

909.18.8.3.1 Report filing. A copy of the final report shall be filed with the code official and an identical copy shall be maintained in an approved location at the building.

Section 909.18.10 Alternative testing method.

Add a new Section 909.18.10, as follows:

909.18.10 Alternative testing method. When required by the Code Official, theatrical smoke or other approved tracer gases shall be used during final acceptance testing to visually verify air movement.

Section 909.20 Smokeproof enclosures.

Revise S*ection 909.20, as follows:*

909.20 Smokeproof enclosures. Where required by Section 1022.9, a smokeproof enclosure shall be constructed in accordance with this section. A smokeproof enclosure shall consist of an enclosed interior *exit stairway* that conforms to Section 1022.1 and an open exterior balcony or pressurized stairway enclosure and vestibule meeting the requirements of this section. Where access to the roof is required by the *International Fire Code*, such access shall be from the smokeproof enclosure where a smokeproof enclosure is required.

Sections 909.20.1 through 909.20.3.3 remain with no changes.

Section 909.20.4 Stair and vestibule pressurization alternative.

Delete Section 909.20.4 in its entirety and replace, as follows:

909.20.4 Stair and vestibule pressurization alternative. The provisions of Sections 909.20.4.1 through 909.20.4.3 shall apply to smokeproof enclosures using a pressurized stairway enclosure and pressurized entrance vestibule.

909.20.4.1 Vestibule doors. The door assembly from the building into the vestibule shall be a fire door assembly complying with Section 715.4. The door assembly from the vestibule to the pressurized stairway enclosure shall not have less than a 20-minute fire protection rating and meet the requirements for a smoke door assembly in accordance with Section 715.4.3. The door shall be installed in accordance with NFPA 105.

909.20.4.2 Pressure difference. The stair enclosure shall be pressurized to a minimum of 0.05 inch of water gage (12.44 Pa) positive pressure relative to the vestibule with all stairway doors closed under the maximum anticipated stack pressures. The vestibule with doors closed shall have a minimum of 0.05 inch of water gage (12.44 Pa) positive pressure relative to the fire floor. The pressure difference across doors shall not exceed 30 lbs (133-N) maximum force to begin opening the door.

909.20.4.3 Dampered relief opening. A controlled relief vent discharging a minimum of 2,500 cfm (1180 L/s) of air at the design pressure difference shall be located in the upper portion of the pressurized stairway enclosure.

Section 909.20.5 Stair pressurization alternative.

Revise Section 909.20.5 and add a new subsection 909.20.5.1, as follows:

909.20.5 Stair pressurization alternative. Where the building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1, the vestibule is not required, provided that interior *exit stairways* are pressurized to a minimum of 0.10 inches of water (25Pa) and a maximum of 0.35 inches of water (87Pa) in the shaft relative to the building measured with all *stairway* doors closed under maximum anticipated conditions of stack effect and wind effect. The pressure difference across doors shall not exceed 30 lbs (133-N) maximum force to begin opening the door.

909.20.5.1 Dampered relief opening. A controlled relief vent discharging a minimum of 2,500 cfm (1180 L/s) of air at the design pressure difference shall be located in the upper portion of the pressurized exit enclosure.

Section 910.3.2.2 Sprinklered buildings.

Revise Section 910.3.2.2, as follows:

910.3.2.2 Sprinklered buildings. Where installed in buildings provided with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically by actuation of a heat-responsive device rated at a minimum temperature of 360º F (182º C).

Section 910.3.5 Draft curtains.

Revise Section 910.3.5, as follows:

910.3.5 Draft curtains. Where required by Table 910.3, draft curtains shall be installed only in non-sprinklered buildings on the underside of the roof in accordance with this section.

Section 911.1.3 Size.

Revise Section 911.1.3, as follows:

911.1.3 Size. The fire command center shall be a minimum of 0.015 percent of the total building area of the facility served or 200 square feet (19m^2) in area, whichever is greater, with a minimum dimension of 0.7 times the square root of the room area, or 10 feet (3048 mm), whichever is greater.

Section 911.1.5 Required features.

Revise Section 911.1.5, as follows:

911.1.5 Required features. The fire command center shall comply with NFPA 72 and shall contain the following features:

1. The emergency voice/alarm communication control unit.
2. The fire department communication system.
3. Fire detection and alarm system annunciator.
4. Annunciator unit visually indicating the location of the elevators and whether they are operational.
5. Status indicator and controls for air distribution systems, including smoke removal systems where required by Section 403.4.6.
6. The fire-fighter's control panel required by Section 909.16 for smoke control systems installed in the building.
7. Controls for unlocking stairway doors simultaneously.
8. Sprinkler valve and waterflow detector display panels.
9. Emergency and standby power status indicators.
10. A telephone for fire department use with controlled access to the public telephone system.
11. Fire pump status indicators.
12. Current approved building plans including the Master Egress Plans, approved fire protection system shop drawings, approved Smoke Control Diagrams, the approved Fire Protection Report, fire/emergency preplans for the facility and manufacturers' operation manuals for all fire protection and life safety systems.
13. A new work table with a minimum size of three (3) feet by seven (7) feet capable of holding plans in an open position.
14. Generator supervision devices, manual start and transfer features.
15. Public address system, where specifically required by other sections of this code.
16. Elevator fire recall switch in accordance with ASME A17.1.

17. Elevator emergency or standby power selector switch(es), where emergency or standby power is provided.
18. An approved white board with a minimum size of three (3) feet by four (4) feet capable of easy erasure, with a marking device and an eraser attached.
19. Separate shunt trip switches for normal and emergency power.

Section 916 Fire Riser Rooms

Add a new Section 916, as follows:

Section 916 Fire Riser Rooms

916.1 Where required. A dedicated fire riser room shall be required in accordance with Section 916 of the International Fire Code.

916.2 Exterior Access Door. Fire riser rooms shall have an exterior access door with a minimum width of 36 inches (914 mm) and a minimum height of 80 inches (2032 mm).

> **Exception**: For high-rise, terminal, and covered mall buildings, secondary fire risers may be contained in fire riser rooms that are located in dedicated rooms with direct corridor access inside the building without direct access from the exterior.

916.3 Protection. Fire riser rooms shall be separated from the rest of the building by 1-hour fire partitions.

916.4 Conditioning. Fire riser rooms shall be conditioned to maintain a minimum temperature of 40º F and a maximum temperature of 100º F. Heating and cooling units shall be permanently wired.

> **Exception:** Where the riser room does not contain a Fire Alarm Control Unit or spare sprinklers heads, the riser room shall not be required to be conditioned for maximum temperature.

916.5 Lighting. Permanently installed artificial lighting with back-up power shall be provided for the riser room.

916.6 Size. The riser room shall have a minimum area of 16 square feet (1.49 m^2), with a minimum dimension of 4 feet, for the first sprinkler riser, plus an additional 9 square feet (0.84 m^2) for each additional riser contained.

916.7 Clearances for a fire alarm control unit. Where a fire alarm control unit is located in the fire riser room, the unit shall be located so that there is a minimum clearance in accordance with the electrical code.

Section 1006.3 Illumination emergency power.

Revise Section 1006.3, as follows:

1006.3 Illumination emergency power. The power supply for *means of egress* illumination shall normally be provided by the premises' electrical supply.

In the event of power failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. *Aisles* and unenclosed egress *stairways* in rooms and spaces that require two or more *means of egress*.

2. *Corridors*, *exit enclosures* and *exit passageways* in buildings required to have two or more *exits*.

3. Exterior egress components at other than their *levels of exit discharge* until *exit discharge* is accomplished for buildings required to have two or more *exits*.

4. Interior *exit discharge* elements, as permitted in Section 1027.1, in buildings required to have two or more *exits*.

5. Exterior landings as required by Section 1008.1.6 for *exit discharge* doorways in buildings required to have two or more *exits*.

6. Electrical equipment rooms, *fire command centers*, fire pump rooms, PBX rooms, and generator rooms.

7. Public restrooms which are greater than 64 square feet (5.9 square meters) and accessed by *means of egress* components which are required to have emergency illumination.

The emergency power system shall provide power for a duration of not less than 90 minutes and shall consist of storage batteries, unit equipment or an on-site generator. The installation of the emergency power system shall be in accordance with Chapter 27.

Section 1007.1 Accessible means of egress required.

Revise Section 1007.1, as follows:

1007.1 Accessible means of egress required. *Accessible means of egress* shall comply with this section. *Accessible* spaces shall be provided with not less than one *accessible means of egress*. Where more than one *means of egress* are required by Section 1015.1 or 1021.1 from any *accessible* space, each *accessible* portion of the space shall be served by not less than two *accessible means of egress*.

Exceptions:

1. *Accessible means of egress* are not required in alterations to existing facilities.
2. One *accessible means of egress* is required from an *accessible mezzanine* level in accordance with Section 1007.3, 1007.4 or 1007.5.
3. In assembly areas with sloped or stepped *aisles*, one *accessible means of egress* is permitted where the common path of travel from the wheelchair space is *accessible* and meets the requirements in Section 1028.8.

Section 1008.1.4.5 Security grilles.

Revise Section 1008.1.4.5, as follows:

1008.1.4.5 Security grilles. In Groups A-2 and A-3 with occupant loads less than 300, and Groups B, F, M, and S, horizontal sliding or vertical security grilles are permitted at the main exit and shall be openable from the inside without the use of a key or special knowledge or effort during periods that the space is occupied. The grilles shall remain secured in the full-open position during the period of occupancy by the general public. Where two or more *means of egress* are required, not more than one-half of the *exits* or *exit access doorways* shall be equipped with horizontal sliding or vertical security grilles.

Section 1008.1.5 Floor elevation.

Revise Section 1008.1.5, as follows:

1008.1.5 Floor elevation. There shall be a floor or landing on each side of a door. Such floor or landing shall be at the same elevation on each side of the door. Landings shall be level except for exterior landings, which are permitted to have a slope not to exceed 0.25 unit vertical in 12 units horizontal (2-percent slope).

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. *Unchanged.*
5. *Unchanged.*
6. A single step with a maximum height of 7 inches (178 mm) is permitted for doors serving building equipment rooms that are not normally occupied and are not required to be accessible by Chapter 11.

Section 1008.1.8 Door arrangement.

Revise Section 1008.1.8, as follows:

1008.1.8 Door arrangement. Space between two doors in a series shall be 48 inches (1219 mm) minimum plus the width of a door swinging into the space. Doors in a series shall swing either in the same direction or away from the space between the doors.

Exceptions:

1. The minimum distance between horizontal sliding power-operated doors in a series shall be 48 inches (1219 mm).
2. Storm and screen doors serving individual dwelling units in Groups R-2 and R-3 need not be spaced 48 inches (1219 mm) from the other door.
3. Doors within individual dwelling units in Groups R-2 and R-3 other than within Type A dwelling units.
4. The space between doors serving access vestibules of smokeproof enclosures shall be permitted to be in accordance with Section 909.20.1.

Section 1008.1.9.7 Delayed egress locks.

Revise Section 1008.1.9.7, as follows:

1008.1.9.7 Delayed egress locks. *Approved*, *listed*, delayed egress locks shall be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings which are equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or an *approved* automatic smoke detection system installed in accordance with Section 907, provided that the doors unlock in accordance with Items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an *exit*.

1. The doors unlock upon actuation of the *automatic sprinkler system* or automatic smoke detection system.
2. The door unlock upon loss of power controlling the lock or lock mechanism.
3. The door locks shall have the capability of being unlocked by a signal from the fire command center.
4. The initiation of an irreversible process which will release the latch in not more that 15 seconds when a force of not more that 15 pounds (67 N) is applied for 1 second to the release device. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the door lock has been released by the application of force to the releasing device, relocking shall be by manual means only.
5. A sign shall be provided on the door located above and within 12 inches (305 mm) of the release device reading: PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 SECONDS.
6. Emergency lighting shall be provided at the door.

Section 1008.1.9.10 Stairway doors.

Revise Section 1008.1.9.10, as follows:

1008.1.9.10 Stairway doors. *Interior stairway means of egress* doors shall be operable from both sides without the use of a key or special knowledge or effort.

Exceptions:

1. *Stairway* discharge doors shall be openable from the egress side and shall only be locked from the opposite side.
2. This section shall not apply to doors arranged in accordance with Section 403.5.3.
3. In *stairways* serving buildings other than high-rise buildings, doors are permitted to be locked from the side opposite the egress side, provided they are openable from the egress side. Except for exit discharge doors, the stairway doors shall be automatically unlocked simultaneously without unlatching upon any of the following: a signal from the fire command center, if present, or a signal by emergency personnel from an approved location inside the building; activation of a fire alarm system or a fire sprinkler system in an area served by the stairway; or failure of the power supply.
4. Upon approval of the *building official*, stairway doors opening directly into privately owned residential units or leased tenant spaces are permitted to be locked from the side opposite the egress side, provided they are openable from the egress side. The doors are permitted to unlock without unlatching only upon signal from the fire command center, if present, or a signal by emergency personnel from an approved location inside the building.

Section 1008.3 Turnstiles.

Revise Section 1008.3, as follows:

1008.3 Turnstiles. Turnstiles or similar devices that restrict travel to one direction shall not be placed so as to obstruct any required *means of egress*.

Exception: Each turnstile or similar device shall be credited with no more than a 50-person capacity where all of the following provisions are met:

1. Each device shall turn free in the direction of egress travel when primary power is lost.

2. Such devices are not given credit for more than 50 percent of the required egress capacity.

3. Each device is not more than 39 inches (991 mm) high.

4. Each device has at least 16½ inches (419 mm) clear width at and below a height of 39 inches (991 mm) and at least 22 inches (559 mm) clear width at heights above 39 inches (991 mm).

5. Buildings are protected throughout by an approved automatic sprinkler system or an approved automatic smoke detection system.

6. Each device shall automatically turn free in the direction of egress travel upon activation of the automatic sprinkler system or the smoke detection system. The device shall remain unlocked until the fire protection system is reset.

Where located as part of an *accessible route*, turnstiles shall have at least 36 inches (914 mm) clear at and below a height of 34 inches (864 mm), at least 32 inches (813 mm) clear width between 34 inches (864 mm) and 80 inches (2032 mm) and shall consist of a mechanism other than a revolving device.

Section 1011.6 Floor proximity exit signs.

Add a new Section 1011.6, as follows:

1011.6 Floor proximity exit signs. Where exit signs are required by Section 1011.1, additional approved floor proximity exit signs that are internally or externally illuminated shall be provided in all corridors serving residential units in Group R-1 occupancies and Group R-2 occupancies with transient use. The bottom of each such sign shall not be less than 6 inches (152 mm) nor more that 18 inches (455 mm) above the floor level and shall indicate the path of exit travel. For exit and exit-access doors, the sign shall be mounted on the door or adjacent to the door, with the nearest edge of the sign within 4 inches (102 mm) of the door frame.

Section 1012.9 Intermediate handrails.

Add new Exception to Section 1012.9, as follows:

1012.9 Intermediate handrails. *Stairways* shall have intermediate *handrails* located in such a manner that all portions of the *stairway* width required for egress capacity are within 30 inches (762 mm) of a *handrail*. On monumental *stairs*, *handrails* shall be located along the most direct path of egress travel.

Exception: Stairs less than 88 inches in width.

Section 1015.2.2 Three or more exits or exit access doorways.

Revise Section 1015.2.2, as follows:

1015.2.2 Three or more exits or exit access doorways. Where access to three or more *exits* is required, at least two *exit* doors or *exit access doorways* shall be arranged in accordance with the provisions of Section 1015.2.1. Additional *exits* or *exit access doorways* shall be distributed so that if one becomes blocked, the others will be available.

Section 1016.3 Corridor increases.

Add a new Section 1016.3, as follows:

1016.3 Corridor increases. The travel distances specified in Table 1016.1 may be increased up to an additional 100 feet (30 480 mm) provided that the last portion of exit access leading to the exit occurs within a minimum one-hour fire-resistance rated corridor. The length of such corridor shall not be less than the amount of increase taken, in feet (mm).

Section 1021.1 Exits from stories.

Revise Section 1021.1, as follows:

1021.1 Exits from stories. All spaces within each *story* shall have access to the minimum number of *approved* independent *exits* as specified in Table 1021.1 based on the *occupant load* of the *story*. For the purposes of this chapter, occupied roofs shall be provided with *exits* as required for stories.

Exceptions:

1. *Unchanged.*
2. *Unchanged.*
3. *Unchanged.*
4. In Group R-1, R-2 and R-3 occupancies, one *means of egress* is permitted within and from individual sleeping or dwelling units with a maximum *occupant load* of 20 where the sleeping or dwelling unit is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.

Section 1022.3 Openings and penetrations.

Revise Section 1022.3, as follows:

1022.3 Openings and penetrations. *Exit enclosure* opening protectives shall be in accordance with the requirements of Section 715.

Openings in *exit enclosures* other than unprotected exterior openings shall be limited to those necessary for *exit access* to the enclosure from normally occupied spaces and for egress from the enclosure.

Elevators shall not open into an *exit enclosure*.

Exceptions:

1. In buildings required to comply with Section 403 or 405, each of the *exit enclosures* serving a *story* with a floor surface located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access or more than 30 feet (9144 mm) below the finished floor of the lowest level of exit discharge, and accessed by way of a vestibule in accordance with Section 1022.9.2 are permitted to provide a second vestibule providing access into the required vestibule for areas considered normally non-occupied spaces. The second vestibule is required to be constructed in accordance with Section 909.20 and provided with automatic closing opening protection in accordance with Section 715. Smoke detection connected to the building fire alarm system shall be provided within the second vestibule.

2. In buildings not required to comply with Sections 403 or 405, each of the *exit enclosures* are permitted to provide a vestibule between the floor and the *exit enclosure* for areas considered normally non-occupied spaces. The vestibule is required to be constructed in accordance with Section 909.20 and provided with automatic closing opening protection in accordance with Section 715. Smoke detection connected to the building fire alarm system shall be provided within the vestibule.

Section 1022.9 Smokeproof enclosures and pressurized stairways.

Revise Section 1022.9, as follows:

1022.9 Smokeproof enclosures and pressurized stairways. In buildings required to comply with Section 403 or 405, each of the *exit enclosures* serving a *story* with a floor surface located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access or more than 30 feet (9144 mm) below the finished floor of a *level of exit discharge* serving such stories shall be a *smokeproof enclosure* or pressurized *stairway* in accordance with Section 909.20. Pressurization shall occur automatically upon activation of an *approved* fire alarm system.

Section 1024.1 General.

Revise Section 1024.1, as follows:

1024.1 General. *Approved* luminous egress path markings delineating the exit path shall be provided in exit enclosures in buildings of Groups A, B, E, I, M and R-1 having occupied floors located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access in accordance with Sections 1024.1 through 1024.5.

Exceptions:

1. Luminous egress path markings shall not be required on the *level of exit discharge* in lobbies that serve as part of the exit path in accordance with Section 1027.1, Exception 1.

2. Luminous egress path markings shall not be required in areas of *open parking garages* that serve as part of the exit path in accordance with Section 1027.1, Exception 3.

3. Luminous egress path markings shall not be required in exit enclosures that do not serve a *story* located more than 55 feet above the lowest level of fire department vehicle access.

Section 1026.2 Use in a means of egress.

Revise Section 1026.2, as follows:

1026.2 Use in a means of egress. *Exterior exit stairways* shall not be used as an element of a required *means of egress* for Group I-2 occupancies. For occupancies in other than Group I-2, *exterior exit ramps* and *stairways* shall be permitted as an element of a required *means of egress* for buildings not exceeding six stories above *grade plane* or having occupied floors more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Section 1028.6.2.3 Automatic sprinklers.

Revise Section 1028.6.2.3, as follows:

1028.6.2.3 Automatic sprinklers. Enclosed areas with walls and ceilings in buildings or structures containing *smoke-protected assembly seating* shall be protected with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1.

> **Exception:** Outdoor seating facilities where seating and the *means of egress* in the seating area are essentially open to the outside.

Section 1102.1 Definitions.

Revise Section 1102.1, "Self-Service Storage Facility" definition, as follows:

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing property on a self-service basis.

Section 1107.6.2.1 Apartment houses, condominiums, monasteries and convents.

Revise Section 1107.6.2.1, as follows:

1107.6.2.1 Apartment houses, condominiums, monasteries and convents. *Type A units* and *Type B units* shall be provided in apartment houses, condominiums, monasteries and convents in accordance with Sections 1107.6.2.1.1 and 1107.6.2.1.2.

Section 1203.1 General.

Revise Section 1203.1, as follows:

1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the *International Mechanical Code* or Section 1203.6.

Section 1203.2 Attic spaces.

Revise Section 1203.2, as follows:

1203.2 Attic spaces. Where determined necessary by the *building official* due to atmospheric or climatic conditions, enclosed attics and enclosed rafter spaces formed where ceiling are applied directly to the underside of roof framing members shall have cross ventilation openings for each separate space by ventilating openings protected against the entrance of rain and snow. Blocking and bridging shall be arranged so as not to interfere with the movement of air. A minimum of 1 inch (25 mm) of airspace shall be provided between the insulation and the roof sheathing. The net free ventilating area shall not be less than $^{1}/_{300}$ of the area of the space ventilated, with 50 percent of the required ventilating area provided by ventilators located in the upper portion of the space to be ventilated at least 3 feet (914 mm) above eave or cornice vents with the balance of the required ventilation provided by eave or cornice vents.

Section 1203.4.1.3 Guest rooms and habitable rooms.

Add new Sections 1203.4.1.3, 1203.4.1.4, and 1203.4.1.5, as follows:

1203.4.1.3 Guest rooms and habitable rooms. Guest rooms and habitable rooms within a dwelling unit or congregate residence in R occupancies, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 5 square feet (0.46 m^2).

1203.4.1.4 Bathrooms, water closets, laundry rooms and similar rooms in R occupancies. Bathrooms, water closet compartments, laundry rooms and similar rooms in R occupancies, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 1.5 square feet (0.14 m^2).

1203.4.1.5 Toilet rooms. Toilet rooms, when provided with natural ventilation by means of openable exterior openings, shall be provided with a minimum ventilation area of 3 square feet (0.28 m^2), or a vertical duct not less than 100 square inches (64 516 mm^2) in area for the first water closet plus 50 square inches (32 258 mm^2) of additional area for each additional water closet.

Section 1203.4.2.1 Bathrooms.

Delete Section 1203.4.2.1 in its entirety.

Section 1203.6 Mechanical ventilation.

Add new Section 1203.6 through 1203.6.5.2, as follows:

1203.6 Mechanical ventilation. Mechanically operated ventilation systems shall be in accordance with the *International Mechanical Code* or Sections 1203.6.1 through 1203.6.5.

1203.6.1 General. In all enclosed portions of Groups A, B, E, F, H, I, M and S Occupancies customarily occupied by human beings, when mechanically operated ventilation systems are provided in lieu of required exterior openings for natural ventilation, such system shall be capable of supplying a minimum of 15 cubic feet per minute (7 L/s) of outside air per occupant in all portions of the building during such time as the building is occupied. If the velocity of the air at a register exceeds 10 feet per second (3 m/s), the register shall be placed more than 8 feet (2438 mm) above the floor directly beneath. Such exterior openings shall open directly onto a public way or a yard or court as set forth in Section 1206.

In toilet rooms, if mechanically operated systems are to be utilized for required ventilation, such systems shall be capable of providing a complete change of air every 15 minutes. Such mechanically operated exhaust systems shall be connected directly to the outside, and the point of discharge shall be at least 3 feet (914 mm) from any opening that allows air entry into occupied portions of the building.

1203.6.2 Groups B, F, M and S Occupancies. In all buildings classified as Groups B, F, M and S Occupancies or portions thereof where Class I, II or III-A liquids are used, a mechanically operated exhaust ventilation system shall be provided sufficient to produce a minimum of six air changes per hour. Such exhaust ventilation shall be taken from a point at or near the floor level.

1203.6.3 Group H Occupancies. All Group H Occupancies shall comply with the *International Fire Code*, *International Mechanical Code* and Section 415. In Group H, Division 5 Occupancies, mechanical exhaust ventilation shall be provided in accordance with 415.8.2.6, 415.8.4.3, 415.8.5.7, 415.8.10.2 and other appropriate Sections of this code. Rooms, areas or spaces of Group H Occupancies in which explosive, corrosive, combustible, flammable or highly toxic dusts, mists, fumes, vapors or gases are or may be emitted due to the processing, use, handling or storage of materials shall be mechanically ventilated as required by Section 414.3, the *International Fire Code*, and the *International Mechanical Code*.

1203.6.4 Group R Occupancies. In Group R Occupancies, in lieu of required exterior openings for natural ventilation, a mechanically operated ventilation system may be provided. Such system shall be capable of providing two air changes per hour in guest rooms, dormitories, habitable rooms and in public corridors with a minimum of 15 cubic feet per minute (7 L/s) of outside air per occupant during such time as the building is occupied.

In lieu of required exterior openings for natural ventilation in bathrooms containing a bathtub, shower or combination thereof, laundry rooms, and similar rooms, a mechanically operated ventilation system capable of providing a minimum of five air changes per hour shall be provided. Such systems shall be connected directly to the outside, and the point of discharge shall be at least 3 feet (914 mm) from any opening that allows air entry into occupied portions of the building. Bathrooms that contain only a water closet, lavatory or combination thereof and similar rooms may be ventilated with an approved mechanical re-circulating fan or similar device designed to remove odors from the air.

1203.6.5 Motor Vehicle Related Occupancies.

1203.6.5.1 Repair garage. Ventilation in repair garages shall be in accordance with Section 406.6.3.

1203.6.5.2 Enclosed parking garages. Ventilation in enclosed parking garages shall be in accordance with Section 406.4.2.

Section 1603.1 General.

Add new Exception #7 to Section 1603.1, as follows:

(...)

7. Average dead loads for roofing and flooring materials.

Table 1607.1 Minimum Uniformly Distributed Live Loads, and Minimum Concentrated Live Loads

Add footnote "m" for item #27 in Table 1607.1, as follows:
(Remainder of Table and footnotes remain unchanged)

OCCUPANCY OR USE	UNIFORM (psf)	CONCENTRATED (lbs)
27 Residential		
One- and two- family dwellings		
Uninhabitable attics without storage i, m	10	
Uninhabitable attics with limited storage i, j, k, m	20	
Habitable attics and sleeping areas	40	----
All other areas	40	
Hotels and multiple-family dwellings		
Private rooms and corridors serving them	40	
Public rooms and corridors serving them	100	

[m.] Attics, designed per uniform loads described for uninhabitable attics, are not required to be designed for the additional concentrated load of Item 31

Section 1609.1.1 Determination of wind loads.

Add a new exception #7 to Subsection 1609.1.1, as follows:

Exceptions:

(...)

7. Solid and freestanding walls up to and including 10' (3.05m) above the highest adjacent grade and designed using the provisions of ASCE 7 section 6.5.14 need only consider CASE A of Figure 6-20 with a C_f factor equal to 1.40 and the resultant applied at the mid-height of the wall.

Section 1610.1 General.

Revise Section 1610.1 and add a new Subsection 1610.1.1, as follows:

1610.1 General. Foundation walls and retaining walls shall be designed to resist lateral soil loads. When a geotechnical report is not required by the building official the design active pressure shall be 45 psf/ft and the at-rest pressure shall be 60 psf/ft. Foundation walls and other walls in which horizontal movement is restricted at the top shall be designed for at-rest pressure, unless specified otherwise in a soil investigation report approved by the building official. Retaining walls free to move and rotate at the top shall be permitted to be designed for active pressure. Design lateral pressure from surcharge loads shall be added to the lateral earth pressure load. Design lateral pressure shall be increased if soils at the site are expansive. Foundation walls shall be designed to support the weight of the full hydrostatic pressure of undrained backfill unless a drainage system is installed in accordance with Sections 1805.4.2 and 1805.4.3.

1610.1.1 Seismic load due to lateral earth pressure. All basement, foundation, and retaining walls in seismic design categories D, E, or F shall be designed to resist the seismic load due to the lateral earth pressure based on the following equations.

For yielding walls: $3/8\ (k_H)$ (backfill soil density) $(H)^2$ (Equation 16-35a)
For nonyielding walls: (k_H) (backfill soil density) $(H)^2$ (Equation 16-35b)

Where k_H (peak ground acceleration) = $S_{DS} / 2.5$
H = the height of the backfill behind the wall

These equations represent the dynamic (seismic) lateral thrust. The point of application of the resultant dynamic thrust is taken at a height of 0.6H above the base of the wall. This is represented as an inverted trapezoidal pressure distribution.

Section 1612.3 Establishment of flood hazard areas.

Revise Section 1612.3, as follows:

1612.3 Establishment of flood hazard areas. To establish *flood hazard areas*, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for Clark County, Nevada and Incorporated Areas," most current edition, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

Section 1613.1. Scope.

Revise Exception #1 to Section 1613.1, as follows:

1613.1. Scope. Every structure, and portion thereof, including nonstructural components that are permanently attached to structures and their supports and attachments, shall be designed and constructed to resist the effects of earthquake motions in accordance with ASCE 7, excluding Chapter 14 and Appendix 11A. The seismic design category for a structure is permitted to be determined in accordance with Section 1613 or ASCE 7.

Exceptions:
1. Detached one- and two-family dwellings, assigned to Seismic Design Category A or B
2. The seismic-force-resisting system of wood-framed buildings that conform to the provisions of Section 2308 are not required to be analyzed as specified in this section.
3. Agricultural storage structures intended only for incidental human occupancy.
4. Structures that require special consideration of their response characteristics and environment that are not addressed by this code or ASCE 7 and for which other regulations provide seismic criteria, such as vehicular bridges, electrical transmission towers, hydraulic structures, buried utility lines and their appurtenances and nuclear reactors.

Section 1613.5.1 Mapped acceleration parameters.

Revise Subsection 1613.5.1, as follows:

1613.5.1 Mapped acceleration parameters. The parameters S_S and S_1 shall be determined from the 0.2 and 1-second spectral response accelerations shown on Figures 1613.5(1) through 1613.5(14) or from the 0.2 and 1-second spectral response accelerations with 2% probability of exceedance in 50 years using the latest probabilistic maps or data made available by the United States Geological Survey. Where S_1 is less than or equal to 0.04 and S_S is less than or equal to 0.15, the structure is permitted to be assigned to Seismic Design Category A.

Section 1613.5.2 Site class definitions.

Add new paragraph at the end of Subsection 1613.5.2, as follows:

Additionally, where allowed by the Building Official, the Registered Design Professional may determine the site class by utilizing values from the Clark County Shear Wave Velocity Profile Map (CCSWVPM). The CCSWVPM may not provide coverage in all areas and is not intended to preclude the use of other site specific testing methods to determine site class.

Section 1613.5.5 Site classification for seismic design.

Revise the last paragraph in Subsection 1613.5.5, as follows:

The rock categories, Site Classes A and B, shall not be used if there is more than 10 feet (3048 mm) of soil between the rock surface and the bottom of the spread footing or mat foundation. This provision shall be required when the average soil shear wave velocity, v_s, within 10 feet of the foundation bottoms is less than 2,500 fps.

Section 1613.5.5.1 Steps for classifying a site.

Add a new item #4 to Subsection 1613.5.5.1, as follows:

4. To classify a site as a site class A, B, or C per Table 1613.5.2 a minimum of one exploration to a depth of 100 feet is required per 40 acres or any portion thereof. The 100-foot exploration can be accomplished using any of the three methods outlined in Section 1613.5.5. A 100-foot exploration within 1,000 feet of the proposed site may be included in the total number of required explorations, but at least one 100-foot exploration must be located within the site boundaries. 100-foot exploration locations shall be determined by the registered design professional, but should be adequately spaced to classify the entire site. Additional 100-foot explorations may be required by the building official if soil conditions are variable across the site. Unless the soil shear wave velocity test is utilized, one test, N_i or s_{ui}, must be performed at ten foot intervals for the entire 100-foot exploration. Each distinctly different soil layer must also be tested. The same test used for a distinct soil layer may also be used for the ten foot interval provided the test interval does not exceed ten feet.

Section 1704.1 General.

Revise Section 1704.1, Exception #3, as follows:

3. Unless otherwise required by the building official, special inspections are not required for detached 1 & 2 family dwellings as applicable in Section 101.2 and occupancies in Group U that are accessory to a residential occupancy including, but not limited to, those listed in Section 312.1"

Section 1704.1.2 Report requirement.

Revise Subsection 1704.1.2, as follows:

1704.1.2 Report requirement. Special inspectors shall keep records of required special inspections. The special inspector shall furnish inspection reports to the *building official*, and to the *registered design professional in responsible charge*. Reports shall indicate that work inspected was or was not completed in conformance to *approved construction documents*. Discrepancies shall be brought to the immediate attention of the contractor for correction. If they are not corrected, the discrepancies shall be brought to the attention of the *building official* and to the registered design professional in responsible charge in writing prior to the completion of that phase of the work. A final report documenting required *special inspections* and correction of any discrepancies noted in the inspections shall be submitted to the *building official* prior to the final inspection.

Section 1704.4 Concrete construction.

Revise the exceptions in Section 1704.4, as follows:

1704.4 Concrete construction. The *special inspections* and verifications for concrete construction shall be as required by this section and Table 1704.4.

Exception: *Special inspections* shall not be required for:

1. Isolated spread and/or continuous concrete footings supporting walls of buildings three stories or less above *grade plane* that are fully supported on earth or rock where:
   1.1 The footings are designed in accordance with Table 1809.7; or
   1.2 The structural design of the footing is based on a specified compressive strength, $f'c$, no greater than 2,500 pounds per square inch (psi) (17.2 MPa),

   regardless of the compressive strength specified in the *construction documents* or used in the footing construction.

2. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 pounds per square inch (1.03 MPa).

3. Concrete patios, driveways and sidewalks, on grade.

Section 1704.5 Masonry construction.

Revise the exceptions in Section 1704.5, as follows:

1704.5 Masonry construction. Masonry construction shall be inspected and verified in accordance with the requirement of Section 1704.5.1 through 1704.5.3, depending on the *occupancy category* of the building or structure.

Exception: *Special inspections* shall not be required for:

1. Empirically designed masonry, glass unit masonry or masonry veneer designed by Section 2109, 2110, or Chapter 14, respectively, or by Chapter 5,6, or 7 of TMS 402/ACI 530/ASCE 5, respectively , when they are part of structures classified as *Occupancy Category* I, II, or III in accordance with Section 1604.5.
2. Masonry fireplaces, masonry heaters or masonry chimneys installed or constructed in accordance with Section 2111, 2112, or 2113, respectively.

3. Masonry fences less than or equal to 8’-0” in height, retaining walls less than or equal to 6’-0” in height or combined masonry fences and retaining walls less than or equal to 14’-0” in overall height with the retaining wall portion less than or equal to 6’-0” in height and the fence portion less than or equal to 8'-0" in height provided that the walls are designed in accordance with Chapter 2 of TMS 402/ACI 530/ASCE 5 with allowable stresses for masonry reduced by one half and f’m does not exceed 1500 psi. Wall heights shall be measured from the top of footing to top of wall.

Section 1704.7 Soils.

Revise the exception in Section 1704.7, as follows:

Exception: Where Section 1803 does not require reporting of materials and procedures for fill placement, the in-place dry density of the compacted fill shall not be less than 90 percent of the maximum dry density at optimum moisture content determined in accordance with ASTM D 1557.

Table 1704.7 Required Verification and Inspection of Soils.

Revise Table 1704.7, as follows:

Table 1704.7
REQUIRED VERIFICATION AND INSPECTION OF SOILS

Verification and Inspection Task	Continuous During Task Listed	Periodically During Task Listed
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	—	X
2. Verify excavations are extended to proper depth and have reached proper material.	—	X
3. Perform classification and testing of compacted fill materials.	—	X
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill and other grading activities requiring special inspection.	—	X
a. All soils not meeting the requirements of category b.	—	X
b. Moderately, highly or critically expansive soils, hydrocollapsible soils, soluble soils, and/or soils requiring chemical or mechanical (geosynthetics) stabilization are encountered. Construction or stabilization of cut or fill slopes exceeding 5 feet in height, or any site requiring that fill be placed on a natural slope, an existing cut slope, or an existing fill slope steeper than 5:1.	X	—
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly.	—	X

Section 1704.17 Amusement and transportation systems special cases.

Add a new Section 1704.17, as follows:

1704.17 Amusement and transportation systems special cases. When testing or verification is required by the manufacturer or specified by the building official, the testing and verification shall occur during the initial installation, operational testing and annual renewal of the certificate of operation.

Section 1710.2 Structural observations for seismic resistance.

Revise item #5 in Section 1710.2, as follows:

1710.2 Structural observations for seismic resistance. Structural observations shall be provided for those structures assigned to Seismic Design category D, E, or F, as determined in Section 1613, where one or more of the following conditions exist:

1. The structure is classified as Occupancy Category III or IV in accordance with Table 1604.5.
2. The height of the structure is greater than 75 feet (22,860 mm) above the base.
3. The structure is assigned to Seismic Design Category E, is classified as Occupancy Category I or II in accordance with Table 1604.5, and is greater than two stories above grade plane.
4. When so designated by the registered design professional responsible for the structural design.

Additionally, structural observations shall be provided when such observation is specifically required by the building official, regardless of the seismic design category.

Section 1803.1 General.

Revise Section 1803.1, as follows:

1803.1 General. Geotechnical investigations shall be conducted in accordance with Section 1803.2 and reported in accordance with Section 1803.6. Where required by the building official or where geotechnical investigations involve in-situ testing, laboratory testing or engineering calculations, such investigations shall be conducted by a registered design professional.

All projects exempt from a geotechnical report shall assume a maximum presumptive load bearing value of 1,000 psf for the vertical foundation pressure, 100 psf/ft for the lateral bearing pressure, 0.25 for the coefficient of friction for lateral sliding resistance, and an Exposure Class S2 (severe sulfate exposure level).

Section 1803.2 Investigations required.

Revise Section 1803.2, as follows:

1803.2 Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5.

Geotechnical investigations shall be prepared by a registered design professional. Recommendations included in the report and approved by the building official shall be incorporated in the construction documents. Geotechnical investigations shall be required for all projects that require new foundations.

Exemptions. At the option of the building official, the following projects may be exempted from having a geotechnical investigation:

1. Single story structures, additions, or remodels with a footprint less than 600 square feet.
2. Fences.
3. Site retaining walls less than 4 feet in retained height.

4. Mobile homes, trailers, modular buildings that do not have concrete or masonry foundations.
5. Pre-engineered carports.
6. Signs, light poles, and communication towers less than 40 feet in height.

Section 1803.3.2 Minimum Exploration Requirements.

Add a new Subsection 1803.3.2, Minimum Exploration Requirements, as follows:

1803.3.2 Minimum Exploration Requirements. The minimum exploration requirements are as follows:

1. For areas less than or equal to one acre, a minimum of two explorations.
2. For areas greater than one acre, but less than five acres, a minimum of one exploration for the first acre and one for each additional two acres, or portion thereof.
3. For areas greater than five acres, but less than twenty acres, a minimum of three explorations plus one additional exploration for each three acres or fraction thereof above five.
4. For areas greater than twenty acres, a minimum of eight explorations plus one additional exploration for each five acres or fraction thereof above twenty.
5. Building additions of less than 2,000 square feet shall require a minimum of one exploration.
6. For signs, light poles, and communication towers whose locations are known and only that area of the site is to be developed, a minimum of one exploration is required.
7. The minimum depth of the exploration shall be fifteen feet. Exploration depth shall be increased as necessary to evaluate the suitability of the material within the foundation's depth of influence as determined by the registered design professional. The explorations can be terminated should refusal be encountered. However, at least three-fourths of the required explorations shall be to the minimum depth. The geotechnical report shall clearly state the refusal criteria. When information regarding the proposed structure and the final grades is made available, the registered design professional shall determine if the explorations originally documented in the geotechnical report meet the depth requirements.

Section 1803.5.3 Expansive soil.

Revise Subsection 1803.5.3, and add two (2) new Subsections, 1803.5.3.1 and 1803.5.3.2, as follows:

1803.5.3 Expansive soil. In areas likely to have expansive soil, the building official shall require soil tests to determine where such soils do exist.

Soils meeting all provisions of 1 through 4 shall be considered expansive, except that tests to show compliance with Items 1, 2, and 3 shall not be required if the test prescribed in Item 4 or 5 is conducted. All soils determined to be expansive by items 1 through 4 shall also conduct item 5 to determine the expansion classification level.

1. Plasticity index (PI) of 15 or greater, determined in accordance with ASTM D 4318.
2. More than 10 percent of the soil particles pass a No. 200 sieve (75 μm), determined in accordance with ASTM D 422.
3. More than 10 percent of the soil particles are less than 5 micrometers in size, determined in accordance with ASTM D 422.
4. Expansion index greater than 20, determined in accordance with ASTM D 4829.
5. Soils may be determined to be expansive or non-expansive by the preceding methods or the standard 60 psf swell test.

1803.5.3.1 Expansion classification level. Expansive soils shall be classified in accordance with Table 1808.6.1.1. When soils are determined to be expansive special design consideration are required. In the event that expansive soil properties vary with depth the variation shall be included in the engineering analysis of the expansive soil's effect on the structure. The foundation design and special inspection for grading/foundations shall be based upon results obtained from the standard 60 pound swell test. Refer to Section 1808.6 for additional requirements.

1803.5.3.2 Standard 60 pound swell test. The swell test samples shall be remolded to the in-place density required for the particular soil type as called for in the geotechnical report. The test samples shall be one inch thick and laterally confined by placing them in a consolidometer retaining ring constructed in accordance with ASTM D 2435. The swell test sample shall be oven dried at 60° C, and the sample shall be dried a minimum of eight (8) hours. The test samples shall be inundated with water and kept in a saturated moisture condition until measurable swelling or vertical movement ceases. The swell test shall use a 60 pounds per square foot surcharge load._The balance of the swell test will be per ASTM D 2435. Swell test results shall be interpreted using Table 1808.6.1.1

Section 1803.5.8 Compacted fill material.

Add new items #8 and #9 to Subsection 1803.5.8, as follows:

(...)

8. Flooding or jetting shall not be used to compact fill material that will support footings or foundation systems.
9. Placement procedure for oversized fill material. No rock or similar irreducible material with a maximum dimension greater than 12 inches shall be buried or placed in fills within five feet, measured vertically, from the bottom of the footing or lowest finished floor elevation, whichever is lower, within the building pad. Oversized fill material shall be placed so as to assure the filling of all voids with well-graded soil. Specific placement and inspection criteria shall be stated in the geotechnical investigation. Continuous special inspection will be required during placement of any oversized fill material.

Section 1803.6 Reporting.

Revise Section 1803.6 and add new items 5, 7, 13 through 28, as follows:

1803.6 Reporting. Where geotechnical investigations are required, a written report of the investigation shall be submitted to the building official by the owner or authorized agent at the time of permit application. The geotechnical report shall include, but need not be limited to, the following information:

1. A plot showing the location of the test borings, excavations, and/or investigations. The plot shall be dimensioned and shall show the approximate location of all existing and proposed structures.
2. A complete record of the soil boring and penetration test logs and soil samples.
3. A record of the soil profile.
4. Depth to the water table, if encountered.
5. Anticipated approximate cut and fill depths.
6. Recommendations for foundation type and design criteria, including but not limited to: bearing capacity of natural or compacted soil; provisions to mitigate the effects of expansive soils; mitigation of the effects of liquefaction, differential settlement, and varying soil strength; and the effects of adjacent loads. Provide provisions to mitigate the effects of collapsible soils, soluble soils, uncontrolled fill, chemical heave, and corrosive soils. Provide supporting test data.
7. Caliche and cemented soils considerations, if encountered. Recommendations for the removal of caliche and cemented soils and/or the preparation and grading for foundations on caliche and cemented soils.

8. Expected total and differential settlement. Provide all test data and supporting calculations when the allowable foundation bearing pressure exceeds 4,000 psf.
9. Deep foundation information in accordance with Section 1803.5.5.
10. Special design and construction provisions for foundations of structures founded on expansive soils, as necessary.
11. Compacted fill material properties and testing in accordance with Section 1803.5.8. Provide provisions to mitigate the effects of collapsible soils, soluble soils, uncontrolled fill, chemical heave, and corrosive soils.
12. Controlled low-strength material properties and testing in accordance with Section 1803.5.9.
13. Soil classification by the Unified Soil Classification System (ASTM D 2487). As an alternative, classification may be performed on a visual-manual basis (ASTM D 2488) in the field by an individual with a degree in civil engineering, engineering geology, geologic engineering, or geology. Backup data shall be included for at least one sample for every two (2) excavations and/or borings distributed among the prominent horizons in the soil profile.
14. Classify the expansion level of the soil and specify the minimum embedment depth per Table 1808.6.1.1.
15. Address, if applicable, the possible impacts on adjoining properties and mitigating measures to be undertaken.
16. Suitability of onsite soils for use as fill material.
17. Provide grading requirements for onsite and import soils (where applicable) including, but not limited to, swell, solubility, and sulfates.
18. Geotechnical design considerations for drainage structures, as applicable.
19. Trenching or other special procedures for determining fault and fissure(s) locations. The potential for differential movement across a fault and fissuring should be evaluated.
20. Procedures for mitigation for geological hazards.
21. Erosion control requirements, as applicable.
22. Anticipated structural loads and type of proposed structure.
23. When a post-tensioned slab-on-ground is recommended the geotechnical report must specify all of the soil parameters as required by Section 1808.6.2.
24. All lateral earth pressures and seismic forces shall be reported in psf/ft and distributions expressed in graphical form. All resulting forces must have a recommendation on wall placement location. Call out the mapped spectral response accelerations, S_S and S_1, and spectral response coefficients, S_{DS} and S_{D1} assumed to calculate the distribution.
25. Site class per Table 1613.5.5, including all test data and supporting calculations.
26. Specify the soils category, and the level of special inspection required per Table 1704.7. The specified level of special inspection cannot be less than that required by Table 1704.7.
27. All geotechnical reports must be current within the last 12 months. Any report older than 12 months must be accompanied by a wet sealed update letter addressing the current site conditions based on a recent site visit.
28. At the option of the building official, a completed copy of a geotechnical report checklist shall be included with every submittal.

Section 1804.3 Site Grading.

Revise Section 1804.3, as follows:

1804.3 Site Grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048mm) of horizontal distance, a 5-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped a minimum of 1 percent along the flow line where located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048mm) of the building foundation shall be sloped a minimum of 2 percent away from the building.

Exception: Where low expansive, low collapsible, low soluble soil conditions occur or where an exterior asphalt or concrete surface abuts a building, the slope of the ground away from the building foundation is permitted to be reduced to not less than one unit vertical in 48 units horizontal (2-percent slope).

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Section 1804.3.1 Low collapsible and low soluble soil.

Add a new Subsection 1804.3.1 and a new Table 1804.3.1, as follows:

1804.3.1 Low collapsible and low soluble soil. Soils, after grading, shall be classified as low collapsible and low soluble in accordance with the table below. Soils shall be classified as low expansive in accordance with Table 1808.6.1.1.

Table 1804.3.1

Soil Condition	Criteria	Applicable Test Method
Low Collapsible	0 to < 3%	ASTM D 2435-04
Low Soluble	0 to < 2%	AWWA Standard Method 2540

If, after the grading is completed, the anticipated total settlement (collapse, consolidation, and/or compression) exceeds 1 inch, then the soil cannot be classified as low collapsible.

Section 1804.5 Compacted fill material.

Revise the exception in Section 1804.5, as follows:

Exception: When a geotechnical investigation is not required by the building official the in-place dry density within the building pad shall not be less than 90 percent of the maximum dry density at near optimum moisture content determined in accordance with ASTM D 1557.

Section 1805.2.1 Floors.

Revise Subsection 1805.2.1, as follows:

1805.2.1 Floors. Dampproofing materials for floors shall be installed between the floor and the base course required by Section 1805.4.1, except where a separate floor is provided above a concrete slab.

Where installed beneath the slab, dampproofing shall consist of not less than 10-mil (.010 inch; 0.254 mm) polyethylene with joints lapped not less than 6 inches (152 mm) or other approved methods or materials. Where permitted to be installed on top of the slab, dampproofing shall consist of mopped-on bitumen, not less than 4-mil (.004 inch; 0.012 mm) polyethylene, or other approved methods or materials. Joints in the membrane shall be lapped and sealed in accordance with the manufacturer's installation instructions.

Section 1807.2.3 Safety factor.

Revise the exception in Subsection 1807.2.3, as follows:

Exception: Where earthquake loads are included, the minimum safety factor for retaining wall sliding and overturning shall be 1.1. Where wind loads are included, the minimum safety factor for retaining wall sliding and overturning shall be 1.3.

Section 1807.2.4 Slope Stability Analysis.

Add a new Subsection 1807.2.4 Slope Stability Analysis, as follows:

1807.2.4 Slope Stability Analysis. Retaining walls greater than ten (10) feet (3.05m) in height shall be required to submit a slope stability analysis performed by a registered design professional. Multiple terraced (also sometimes referred to as stacked or tiered) retaining walls with a total height of sixteen feet or more shall require a slope stability analysis. Total height shall be measured from the bottom of the foundation to the top of the retaining wall(s). The minimum factor of safety of 1.5 is required for all failure modes under static loading conditions.

Section 1808.6.1.1 Minimum Foundation Depth in Expansive Soils.

Add a new Subsection 1808.6.1.1 and a new Table 1808.6.1.1, as follows:

1808.6.1.1 Minimum Foundation Depth in Expansive Soils. The minimum foundation depth requirements when placing foundations in expansive soil shall be per Table 1808.6.1.1.

Table 1808.6.1.1
Minimum Thickened Edge or Foundation Depth[1]

Expansion	Percent Swell under 60 psf Surcharge	Minimum Thickened Edge or Foundation Depth (inches)
Low	> 0 to <4	12
Moderate	≥ 4 to < 8	15
High	≥ 8 to < 12	18
Critical 12	≥ 12 to < 16	24
Critical 16	≥ 16 to < 20	30
Critical 20+	20 or greater	36

Footnote:
1. Thickened edge embedment depth shall be measured from the top of the lowest adjacent final compacted subgrade to the bottom of the footing.

Section 1808.6.2 Slab-On-Ground Foundations.

Revise Subsection 1808.6.2 and add a new Table 1808.6.2, as follows:

1808.6.2 Slab-On-Ground Foundations. Moments, shears, and deflections for use in structural design of slab-on-ground, mat or raft foundations on expansive soils shall be determined in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* or *PTI Standard Requirements of Analysis of Shallow Concrete Foundation on Expansive Soils.* Using the moments, shears and deflections determined above, nonprestressed slabs-on-ground, mat or raft foundations on expansive soils shall be designed in accordance with *WRI/CRSI Design of Slab-on-Ground Foundations* and post-tensioned slab-on-ground, mat or raft foundations on expansive soils shall be in accordance with *PTI Standard Requirements of Analysis of Shallow Concrete Foundation on Expansive Soils.* The criteria for determining the expansive nature of soils are given in section 1803.5.3. The minimum design criteria for post-tensioned slabs are defined in Table 1808.6.2. It shall be permitted to analyze and design such slabs by other methods that

account for soil-structure interaction, the deformed shape of the soil support, the plate or stiffened plate action of the slab as well as both center lift and edge lift conditions. Such alternate methods shall be rational and the basis for all aspects and parameters of the method shall be available for peer review.

Table 1808.6.2 Post Tensioned Slab Criteria

Expansion	Percent Swell under 60 psf Surcharge	Design Values Ym (inches) for PT slabs	
		Edge Lift	Center Lift
Low	> 0 to <4	1/8 to 1/4	-----
Moderate	≥ 4 to < 8	1/4 to 1/2	1/8 to 3/8
High	≥ 8 to < 12	½ to 1	3/8 to 1
Critical 12	≥ 12 to < 16	See Note No. 11	
Critical 16	≥ 16 to < 20	See Note No. 11	
Critical 20+	20 or greater	See Note No. 11	

Notes:

1. This chart is intended to address expansive soil. The presence of collapsible soil or other geologic conditions may require different design criteria.
2. Foundations shall be designed to meet design criteria of the Post-Tensioning Institute manual "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition." Both edge lift and center lift conditions need to be evaluated.
3. Edge moisture variation distance (Em) shall be a minimum of 2.5 feet for edge lift and 4.75 feet for center lift.
4. CΔ for prefabricated roof truss clear spans shall be 360 for center lift and 800 for edge lift.
5. Typical systems using stiffener beams may be equated to a flat slab of equivalent stiffness. Stiffening beams in ribbed foundations shall be as required by the Post-Tensioning Institute manual "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition." Conventionally reinforced designs may also be used.
6. Modulus of elasticity of the soil (Es) shall be taken as 1000 psi unless tests indicate otherwise.
7. All concrete in the foundation system must be a minimum of 2500 psi and shall comply with ACI 318-08 Table 4.2.1. Lean concrete shall not be permitted in slabs or beams.
8. The calculated differential deflection of the foundation slab shall not exceed the limitations of "Design and Construction of Post-Tensioned Slabs-on-Ground, Third Edition" nor 1/2 inch for edge lift.
9. Perimeter loading of slab (P) shall be limited to dead load.
10. Expansion (swell) test shall be performed in accordance with Section 1803.5.3.
11. Specific recommendations from geotechnical engineer required. Design value (Ym) shall be a minimum of 1 inch.
12. For soil conditions where a low swell potential is determined, a BRAB Type II may be used if specifically recommended by the geotechnical engineer.

Section 1809.4 Depth and width of footings.

Revise Section 1809.4, as follows:

1809.4 Depth and width of footings. The minimum depth of footings below the undisturbed ground surface shall be 12 inches (305 mm). Where applicable, the requirements of Section 1809.5 shall also be satisfied. All excavations and the depth of any footing must be made below the lowest adjacent compacted subgrade to facilitate full embedment of the footing into the compacted subgrade prior to concrete placement unless otherwise recommended in the approved geotechnical investigation. The minimum width of footings shall be 12 inches (305 mm).

Section 1904.3 Concrete properties.

Delete the Exception in Section 1904.3, as follows:

1904.3 Concrete properties. Concrete mixtures shall conform to the most restrictive maximum water-cementitious materials ratios and minimum specified concrete compressive strength requirements of ACI 318, Section 4.3, based on the exposure classes assigned in Section 1904.2.

Section 1910.1 General.

Revise Section 1910.1, as follows:

1910.1 General. The thickness of concrete floor slabs supported directly on the ground shall not be less than 3-1/2 inches (89mm). A 10-mil (.010 inch;0.254 mm) polyethylene vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other approved equivalent methods shall be used to retard vapor transmission through the floor slab.

Exception: The vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet ($6.5m^2$) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. From driveways, walks, patios and other flatwork which will not be enclosed at a later date.
5. Where approved based on local site conditions.

Section 2304.9.5.2 Fastenings for wood foundations.

Revise Subsection 2304.9.5.2, as follows:

2304.9.5.2 Fastenings for wood foundations. Fastenings for wood foundations shall be as required in AF&PA PWF. Where field conditions preclude the placement of the minimum sill plate anchors, a registered design professional may provide a design for the attachment in accordance with accepted engineering practice.

Section 2308.9.8 Pipes in walls.

Revise Subsection 2308.9.8, as follows:

2308.9.8 Pipes in walls. Stud partitions containing plumbing, heating or other pipes shall be so framed and the joists underneath so spaced as to give proper clearance for the piping. Where a partition containing such piping runs parallel to the floor joists, the joists underneath such partitions shall be doubled and spaced to permit the passage of such pipes and shall be bridged. Where plumbing, heating or other pipes are placed in or partly in a partition, necessitating the cutting of the soles or plates, a metal tie not less than 0.058 inch (1.47mm) (16 galvanized gage) and 1 ½ inches (38mm) wide shall be fastened to each plate across and to each side of the opening with not less than six 1 ½" x 0.148" minimum nails.

Section 2606.7.4 Fire suppression system.

Revise Section 2606.7.4, as follows:

2606.7.4 Fire suppression system. In buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, plastic light-diffusing systems shall be protected both above and below unless the sprinkler system has been specifically approved for installation only above the light-diffusing system. Areas of light-diffusing systems that are protected in accordance with this section shall be limited to a maximum panel size of 10 feet by 10 feet. Adjacent panels shall be separated by at least 8 feet vertical and 4 feet horizontal.

Section 2606.7.5 Electrical luminaires.

Revise Section 2606.7.5, as follows:

2606.7.5 Electrical luminaires. Light-transmitting plastic panels and light-diffuser panels that are installed in approved electrical luminaires shall comply with the requirements of Chapter 8 unless the light-transmitting plastic panels conform to the requirements of Section 2606.7.2. The area of approved light-transmitting plastic materials that are used in required exits or corridors shall not exceed the limitations listed in Sections 2606.7.3 and 2606.7.4 as applicable.

Section 2611 Light-Transmitting Plastic Interior Signs.

Revise Section 2611, as follows:

2611.1 General. Light-transmitting plastic interior signs shall be limited as specified in Sections 2611.2 through 2611.5. Light-transmitting plastic interior signs shall also comply with Section 2606.

Exception: Light-transmitting plastic interior wall signs in covered mall buildings shall comply with Section 402.16.

2611.2 Aggregate area. The aggregate area of signs shall not exceed 20 percent of the wall area.

Exception: Hanging or base supported signs.

2611.3 Separation. Signs shall be separated from each other by at least 4 feet horizontally or 8 feet vertically.

2611.4 Maximum area. The aggregate area of all light-transmitting plastics in each individual sign shall not exceed 24 square feet (2.23 m^2).

Exceptions:

1. Signs are permitted to exceed an aggregate area of 24 square feet of light-transmitting plastics, provided the light-transmitting plastic meets all the following:
    a. does not exceed 100 square feet,
    b. is a minimum CC1 material,
    c. is installed in a building fully protected by automatic sprinklers in accordance with Section 903.3.1.1, and
    d. is installed in a sign that is listed and labeled in accordance with nationally recognized standards.
2. Signs exceeding the 100 square foot limitation of Exception 1 are permitted provided the sign meets all the following:

a. the height does not exceed 10 feet,
b. the length does not exceed 60 feet,
c. the area does not exceed 500 square feet,
d. the light-transmitting plastic is a minimum CC1 material,
e. is listed and labeled in accordance with nationally recognized standards,
f. the space in which the sign is installed is protected with an automatic sprinkler system of at least Ordinary Hazard Group 2, and
g. a Fire Protection Report is provided to substantiate the preceding requirements are met.

2611.5 Encasement. Backs of wall mounted signs and non-illuminated portions of all signs regulated by this section shall be fully encased in metal.

Section 2612.6 Exterior use.

Delete Exceptions No. 1 and No. 2 from Section 2612.6, as follows:

2612.6 Exterior use. Fiber reinforced polymer or fiberglass reinforced polymer shall be permitted to be installed on the exterior walls of buildings of any type of construction when such polymers meet the requirements of Sections 2603.5 and is fireblocked in accordance with Section 717. The fiber reinforced polymer or the fiberglass reinforced polymer shall be designed for uniform live loads as required in Table 1607.1 as well as for snow loads, wind loads and earthquake loads as specified in Sections 1608, 1609 and 1613 respectively.

Table 2902.1 Minimum Number of Required Plumbing Fixtures.

Revise Table 2902.1, by adding A-2 Casinos, revising the column titles and footnote "f", and by adding new footnotes "g" and "h", as follows:

[P] Table 2902.1
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES[a]
(See Sections 2902.2 and 2902.3)

<table>
<tr><th rowspan="2">No.</th><th rowspan="2">CLASSIFICATION</th><th rowspan="2">OCCUPANCY</th><th rowspan="2">DESCRIPTION</th><th colspan="2">WATER CLOSETS (URINALS[h])</th><th colspan="2">LAVATORIES</th><th rowspan="2">BATHTUBS/ SHOWERS</th><th rowspan="2">DRINKING FOUNTAINS [e,f,g]</th><th rowspan="2">OTHER [f]</th></tr>
<tr><th>MALE</th><th>FEMALE</th><th>MALE</th><th>FEMALE</th></tr>
<tr><td rowspan="5">1</td><td rowspan="5">Assembly</td><td rowspan="5">A-2[d]</td><td rowspan="5">Casinos</td><td>1:1-100</td><td>3:1-50</td><td colspan="2">1:1-200</td><td rowspan="5">--</td><td rowspan="5">--</td><td rowspan="5">1 service sink</td></tr>
<tr><td>----</td><td>4:51-100</td><td colspan="2">2:201-400</td></tr>
<tr><td>2:101-200</td><td>6:101-200</td><td colspan="2">3:401-750</td></tr>
<tr><td>3:201-400</td><td>8:201-400</td><td colspan="2" rowspan="2">Over 750, add one fixture for each additional 500 persons</td></tr>
<tr><td colspan="2">Over 400, add one fixture each additional 250 males, and one for each 150 females.</td></tr>
<tr><td colspan="11">Remainder of rows 1 though 8 to remain unchanged.</td></tr>
</table>

a. The fixtures are based on one fixture being the minimum required for the number of persons indicated or any fraction of the number of persons indicated. The number of occupants shall be determined by this code.
b. Toilet facilities for employees shall be separate from facilities for inmates or patients.
c. A single-occupant toilet room with one water closet and one lavatory serving not more than two adjacent patient sleeping units shall be permitted where such room is provided with direct access from each patient sleeping unit and with provisions fro privacy.

d. The occupant load for seasonal outdoor seating and entertainment areas shall be included when determining the minimum number of facilities required.
e. The minimum number of required drinking fountains shall comply with Table 2902.1 and Chapter 11.
f. Drinking fountains and service sinks are not required for an occupant load of 30 or fewer.
g. Where water is served in restaurants and similar occupancies, drinking fountains shall not be required. In other occupancies, where drinking fountains are required, water coolers or bottled water dispensers that provide water to occupants free of charge shall be permitted to be substituted for not more than 50 percent of the required drinking fountains.
h. In each bathroom or toilet room, urinals shall not be substituted for more than 67 percent of the required water closets in assembly and educational occupancies. Urinals shall not be substituted for more than 50 percent of the required water closets in all other occupancies.

Section 3002.4 Elevator car to accommodate ambulance stretcher.

Revise Section 3002.4 and add a new Table 3002.4, as follows:

3002.4 Elevator car to accommodate ambulance stretcher. Where elevators are provided in buildings four or more stories above grade or four or more stories below grade plane, at least one elevator, and no less than the minimum number specified in Table 3002.4, shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches (76 mm) high and shall be placed inside on both sides of the hoistway door frame. Such elevators shall open into a lobby providing sufficient area to accommodate transport of a 24-inch by 84-inch (610mm by 1930 mm) ambulance stretcher.

Table 3002.4
Ambulance Stretcher Sized Elevator Cars

Highest floor level served above lowest level of fire department access in feet (meters)	Number of elevator cars sized to accommodate an ambulance stretcher
Less than 120 (36.6m)	1
120-599 (36.6m-182.6m)	2 [a.]
600-899 (182.9m-274.0m)	3 [a.]
900 and greater (≥274.3m)	4 [a.]

[a.] An elevator installed in accordance with Section 403.6.1 shall be permitted to substitute for one of these elevators.

Section 3003.1.3 Two or more elevators.

Revise Section 3003.1.3, as follows:

3003.1.3 Two or more elevators. Where two or more elevators are controlled by a common operating system, all elevators shall automatically transfer to standby power within 60 seconds after failure of normal power where the standby power source is of sufficient capacity to operate all elevators at the same time. Where the standby power source is not of sufficient capacity to operate all elevators at the same time, all elevators shall transfer to standby power in sequence, return to the designated landing and disconnect from the standby power source. After all elevators have been returned to the designated level, at least one elevator, and all elevators installed in accordance with Section 3002.4, shall remain operable from standby power source.

Section 3006.4 Machine rooms and machinery spaces.

Revise Section 3006.4, as follows:

3006.4 Machine rooms and machinery spaces. Elevator machine rooms and machinery spaces shall be enclosed with *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 712, or both. The *fire-resistance rating* shall not be less than the required rating of the hoistway enclosure served by the machinery. Openings in the *fire barriers* shall be protected with assemblies having a *fire protection rating* not less than that required for the hoistway enclosure doors.

Exceptions:

1. *Unchanged.*

2. In buildings four *stories* or less above *grade plane* when machine room and machinery spaces have no openings to the hoistway enclosure they serve, the machine room and machinery spaces are not required to be fire-resistance rated.

Section 3111 CABANAS

Add a new Section 3111, as follows:

SECTION 3111
CABANAS

3111.1 General. This section shall apply to cabanas on, or in close proximity to, buildings where the predominant building construction type would not otherwise allow cabanas to be constructed as membrane structures in accordance with Section 3102.3. Cabanas that are erected for a period of less than 180 days shall comply with the *International Fire Code*.

3111.2 Definitions. The following words and terms shall, for the purposes of this section, have the meanings shown herein:

CABANA. A structure used for temporary shelter, comfort and privacy of occupants located on, or in close proximity to, a building. Cabanas shall not be used for retail sales, bar service, food preparation, storage, or overnight sleeping.

CABANA GROUP. A group of individual cabanas that are not separated from each other as required within this section. The total area of the cabana group shall be used to determine code requirements for all cabanas contained within the cabana group.

3111.3 Design and Construction. Cabanas shall be designed and constructed to withstand wind or other lateral loads and live loads as required by Chapter 16 with due allowance for shape, open construction and similar features that relieve the pressures or loads. Structural members shall be protected to prevent deterioration.

3111.3.1 Frame. Cabanas shall be constructed of a rigid, noncombustible frame that is permanently mounted to the roof or deck on which it is located.

3111.3.2 Membrane Covering. The membrane covering of the cabana shall either be noncombustible in accordance with Section 703.4 or be tested by an approved agency and pass Test 2 of NFPA 701.

3111.3.3 Openness. Each cabana shall be provided with a minimum of one opening to an exterior egress route. Such opening shall provide a minimum unobstructed opening of 5 feet (1524 mm) wide by 7 feet (2134 mm) high.

3111.3.4 Height. The highest point of a cabana shall not exceed 20 feet (4572 mm).

3111.3.5 Area. The area of any single cabana or cabana group shall not exceed 1,000 square feet (46.45 m^2).

> **Exception:** The area of cabanas that are constructed entirely of noncombustible materials shall not exceed 2,000 square feet (92.90 m^2).

3111.3.5.1 Subdivision. Subdivision of a cabana is permitted where subdivision of the cabana is provided by any material that is tested by an approved agency and passes Test 2 of NFPA 701.

3111.4 Location. Cabanas shall be located to minimize the hazard to the building, other cabanas, and the means of egress.

3111.4.1 Separation between cabanas. Cabanas shall be separated from all other cabanas by a minimum distance of 10 feet (3048 mm), as measured at the nearest horizontal projection. Where cabanas do not meet this spacing, the cabanas shall be considered a cabana group, and the cabana group shall meet the requirements set forth herein.

3111.4.2 Separation between cabana groups. Cabana groups shall be separated from all other cabanas by a minimum distance of 10 feet (3048 mm), as measured at the nearest horizontal projection.

3111.4.3 Separation to building. Cabanas shall be a minimum of 10 feet (3048 mm) from any wall or building opening, and shall not be located beneath any horizontal projection of the main building.

3111.4.4 Obstruction to means of egress. Cabanas shall be located and spaced such that the required means of egress is not obstructed by the cabanas for the entire height of the cabanas.

3111.5 Automatic sprinkler system. Cabanas and cabana groups shall be protected throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

> **Exception:** An automatic sprinkler system shall not be required in cabanas or cabana groups that do not exceed 120 square feet (11.148 m^2) in area.

3111.6 Cooking facilities. Cooking shall not be permitted within 20 feet (6096 mm) of a cabana or inside a cabana.

3111.7 Fuel-fired equipment. Fuel-fired equipment shall not be permitted within 20 feet (6096 mm) of a cabana or inside a cabana.

3111.8 Lighting. All lighting within or attached to cabanas shall be electric. Open flames for any purpose are prohibited within 20 feet (6096 mm) of a cabana or inside a cabana.

3111.9 Fire protection report. A fire protection report shall be submitted and shall address the type of construction of the main structure and the cabana(s), the size of the cabana(s), fire protection systems for the cabana(s), and the impact of the cabana(s) on the means of egress.

Section 3306.2 Walkways.

Revise Section 3306.2, as follows:

3306.2 Walkways. A walkway shall be provided for pedestrian travel in front of every construction and demolition site unless the applicable governing authority authorizes the sidewalk to be fenced or closed. Walkways shall be of sufficient width to accommodate the pedestrian traffic, but in no case shall they be less than 4 feet (1219 mm) in width. Walkways shall be provided with a durable walking surface. Walkways shall be *accessible* in accordance with Chapter 11 and shall be designed to support all imposed loads and in no case shall the design live load be less than 150 pounds per square foot (psf) (7.2 kN/m2). Sidewalks or walkways that lead from the public sidewalk to a building entrance where the general public may be at risk due to falling construction debris shall be similarly protected.

Section 3310.3 Stairway floor number markings.

Add new Section 3310.3, as follows:

3310.3 Stairway floor number markings. Temporary stairway floor number markings shall be provided in accordance with the following requirements. The markings shall be provided at each floor landing in interior stair enclosures connecting more than three stories designating the floor level, the terminus of the top and bottom of the stair enclosure and identification of the stair. The markings shall also state the story of, and the direction to the exit discharge and the availability of roof access from the stairway for the fire department. The markings shall be located 5 feet (1524 mm) above the floor landing in a position that is readily visible when the doors are in the open and closed positions.

Section 3401.5 Alternative compliance.

Revise Section 3401.5, as follows:

3401.5 Alternative compliance. When approved by the *building official*, work performed in accordance with the *International Existing Building Code* shall be deemed to comply with the provisions of this chapter.

Section 3403.1 General.

Revise Section 3403.1, as follows:

3403.1 General. Additions to any building or structure shall comply with the requirements of this code for new construction. Alterations to the existing building or structure shall be made to ensure that the existing building or structure together with the *addition* are no less conforming with the provisions of this code than the existing building or structure was prior to the *addition*. An existing building together with its additions shall comply with the height and area provisions of Chapter 5. The portions of the building or structure not altered and not affected by the alterations are not required to comply with the height provisions for a new structure.

Section 3404.1 General.

Revise Section 3404.1, as follows:

3404.1 General. Except as provided by Section 3401.4 or this section, alterations to any building or structure shall comply with the requirements of the code for new construction. Alterations shall be such that the existing building or structure is no less complying with the provisions of this code than the existing building or structure was prior to the *alteration*.

Exceptions:

1. (remains unchanged)
2. (remains unchanged)
3. The building or structure shall not be required to comply with the height and area provisions of Chapter 5 for a new structure.

Section 3411.8.15 Check-out aisles.

Add new Section 3411.8.15, as follows:

3411.8.15 Check-out aisles. Where check-out aisles are altered, at least one of each check-out aisle serving each function shall be made accessible until the number of accessible check-out aisles complies with Section 1109.11.2.

Delete Appendices A, B, D, F, G, and K, in their entirety.

Adopt Appendices C, E, H and I in their entirety.

Appendix E Supplementary Accessibility Requirements

Revise Section E104.3.1, as follows:

E104.3.1 Transient lodging. In *transient* lodging facilities, *sleeping units* with *accessible* communication features shall be provided in accordance with Table E104.3.1. Units required to comply with Table E104.3.1 shall be dispersed among the various classes of units. Not more than 10 percent of dwelling or sleeping units required to provide mobility features under ICC A117.1, Section 1003 shall be used to satisfy the minimum number of dwelling or sleeping units required to provide communication features under Table E104.3.1.

Appendix H - Outdoor Signs

Revise Title of Appendix H, as follows:

"Appendix H - Outdoor Signs"

Section H101.2 Signs exempt from permits.

Add item #6 to Section H101.2, as follows:

H101.2 Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Painted nonilluminated signs.
2. Temporary signs announcing the sale or rent of property.
3. Signs erected by transportation authorities.
4. Projecting signs not exceeding 2.5 square feet (0.23 m^2).
5. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.
6. Other signs listed by the applicable Administrative Code.

Appendix J Grading

Section J102.1 Definitions.

Revise the definition of GRADING in J102.1, as follows:

GRADING. An excavation, clearing and grubbing of vegetation, or fill or combination thereof.

Add new definitions in Section J102.1 for Building Pad, Certify, Fault, Holocene Active Fault, Quaternary Active Fault, Inactive Fault, Final Grading Report, Geotechnical Report (Soils Report), Pad Certification Report, Pad Recertification Report, Refusal, and Special Geotechnical Consideration Area, as follows:

BUILDING PAD. The soil, cut or fill site, outlined by the area of the footprint of the building plus a minimum of 5 additional feet (1529 mm) to the exterior. This includes any type of foundation system for the structure.

CERTIFY. Use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification.

FAULT. A fracture or zone of fracturing in geologic materials (soil or rock) along which there has been displacement of the sides relative to one another parallel to the fracture.

FAULT, HOLOCENE ACTIVE. A fault with recognized activity within Holocene time (within the past 11,000 years).

FAULT, QUATERNARY ACTIVE. A fault with recognized activity within Quaternary time (within the past 1.6 million years).

FAULT INACTIVE. A fault without recognized activity within Quaternary time (within the past 1.6 million years).

FINAL GRADING REPORT. A grading report stamped and signed by a registered design professional certifying that the building pad was constructed in conformance with the recommendations set forth in the geotechnical report. This report contains explicit information and data that verifies compliance with the geotechnical report of record including any approved supplements or addendums.

GEOTECHNICAL REPORT (SOILS REPORT). Data and engineering recommendations resulting from site exploration which evaluates the soil conditions and general site characteristics and suitability of the site for the proposed construction. A registered design professional shall prepare and seal the report.

PAD CERTIFICATION REPORT. An interim grading report stamped and signed by a registered design professional certifying that the building pad currently is in conformance with the recommendations set forth in the geotechnical report of record.

PAD RECERTIFICATION REPORT. A report stamped and signed by a registered design professional certifying that the building pad currently is in conformance with the recommendations set forth in the geotechnical report of record. This report contains explicit information and data that verifies compliance to the geotechnical report of record including any approved supplements or addendums.

REFUSAL. Refusal while advancing an exploration is recognized as defined by ASTM D 1586-08a.

SPECIAL GEOTECHNICAL CONSIDERATION AREA. A portion of Clark County where additional geotechnical investigation requirements may apply. These areas are identified on the most recent edition of the "Clark County Soil Guidelines Reference Map(s)" as published by Clark County.

Section J103.2 Exemptions.

Revise Exemption #1 in Section J103.2, as follows:

J103.2 Exemptions. A grading permit shall not be required for the following:

1. Grading in an area deemed by the Building Official as isolated, self-contained, presenting no danger to the public, and not adversely affects adjoining properties; and the drainage study for the proposed site has been waived, or determined to be unnecessary, by the planning and/or civil review process.
2. Excavation for construction of a structure permitted under this code.
3. Cemetery graves.
4. Refuse disposal sites controlled by other regulations.
5. Excavations for wells or trenches for utilities.
6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties.
7. Exploratory excavations performed under the direction of a registered design professional.

Exemption from the permit requirements of this appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Section J103.3 Hazards.

Add a new Section J103.3 Hazards, as follows:

J103.3 Hazards. Whenever the building official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use or stability of a public way, easement, storm sewer system, or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt of notice in writing from the building official, shall within the period specified therein repair or eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this code.

Section J104.1 Submittal requirements.

Revise Section J104.1, as follows:

J104.1 Submittal requirements. In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill. All projects that require grading shall have a grading plan prepared, stamped, and signed by a registered design professional.

Exception: At the option of the building official, if the structure is located outside of a flood hazard area the following projects may be exempted from having a grading plan. Projects exempted from a grading plan must still comply with the grading and drainage requirements in the IBC.

1. Single story structures or additions with a footprint less than 600 square feet.
2. Patio covers, decks, and canopies associated with a single family residence.
3. Mobile homes, trailers, modular buildings that do not have concrete or masonry foundations.
4. Pre-engineered carports.
5. Signs, light poles, and communication towers.

Section J104.2 Grading plan requirements.

Revise Section J104.2 in its entirety, as follows:

J104.2 Grading plan requirements. All grading plans shall be prepared, stamped, and signed by a registered design professional. The following items must be included on all grading plan submittals.

1. General vicinity of the proposed site.
2. Property limits and accurate contours of existing ground and details of terrain and area drainage.
3. Limiting dimensions, elevations or finish contours to be achieved by the grading, proposed drainage channels and related construction.
4. Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners that are within 100 feet of the property or that may be affected by the proposed grading operations.
5. Recommendations included in the geotechnical report shall be incorporated in the grading plans or specifications as follows:
    a. Locations and dimensions of all cut and fill slopes,
    b. Locations of all cross sections presented in the geotechnical report,
    c. Locations and sizes of all recommended remedial measures such as buttress fills, stability fills, deep foundation systems, reinforced earth, retaining walls, etc.,
    d. Location and layout of proposed subdrainage system.
6. A statement that the site shall be graded in accordance with the approved geotechnical report. This statement shall include the firm name that prepared the geotechnical report, the report number, and the date of the geotechnical report.
7. Locations of other existing topographic features either natural or man-made such as streets, drainage structures, pavements, walls, mining pits, etc.
8. The cut to fill transition line.
9. Positive drainage away from the foundation per Section 1804.3.
10. Details and cross sections at property lines, fence walls, retaining walls, berms, etc.
11. Elevation datum and benchmarks (NAVD 88).
12. Existing contours at least 100 feet beyond the property lines.

13. Proposed finish contours or spot elevations at the property corners, building pad, and at swale flow lines.
14. Elevations of curbs or centerlines of roads or streets.
15. Earthwork quantities in cubic yards.
16. Finish floor elevations.
17. Details and cross sections of typical fill slopes and cut slopes.
18. Typical details of fill-over-natural slopes and fill-over-cut slopes where fill is to be placed on natural or cut slopes steeper than 5H:1V in accordance with Section J107.
19. Setback dimensions of cut and fill slopes from site boundaries per Section J108.
20. The placement of buildings and structures on and or adjacent to slopes steeper than 3H:1V (33.3% slope) shall be in accordance with Section 1808.7.
21. Provide terracing in accordance with Section J109 for slopes steeper than 3H:1V (33.3% slope).
22. Provide the locations and dimensions of all terrace drains for all slopes steeper than 3H:1V in accordance with Section J109.
23. The standard notes specified in the Las Vegas Valley Construction Site Best Management Practice Guidance Manual (most current edition).
24. Registered design professional original seal (wet seal), signature and date or a Records stamp and signature stating, "*This is a true and exact copy of the original document on file in this office*."

Section J104.3 Geotechnical Report.

Revise Section J104.3, as follows:

J104.3 Geotechnical Report. A geotechnical report prepared by a registered design professional shall be provided. The report shall comply with Section 1803.6.

Section J105.1 General.

Revise Section J105 in its entirety, as follows:

J105.1 General. Inspection of grading operations shall comply with the provisions of this section. The permittee shall be responsible for the work to be performed in accordance with the approved plans and specifications and in conformance with the provisions of this code. The permittee shall engage an approved agency, if required by the Building Official.

J105.1.1 Completion of work and final reports. Report submittal shall be in compliance with Section 1704.1.2.

J105.1.2 Final Grading report. Upon completion of pad grading (or foundation excavation) and prior to a footing or foundation inspection, a Final Grading report shall be provided by an approved agency. Grading (or foundation excavation) shall be observed and tested by an approved agency. The approved agency shall prepare the report, signed by a registered design professional certifying that the grading and earthwork are complete and substantially comply with the requirements of the geotechnical report of record including any approved supplements or addenda. At the option of the Building Official, a Pad Certification report submitted in accordance with Section J105.1.3 may be accepted as an interim report prior to a footing or foundation inspection. A Final Grading report will then be required prior to receiving a Final Inspection.

The Final Grading report itself will contain all applicable test data and analysis of the data. Specific project information is also required if there were any changes to the geotechnical report of record or unusual circumstances encountered during grading. The report shall also include the following information:

1. Compaction test results, requirements, locations, depth of backfill at test locations and names of technicians conducting the tests.
2. Moisture Density values and curves that include classifications for all soils used in the grading operation.
3. Description of structure or pad including the proposed use.
4. Grading plan showing approximate locations of tests, dates and depths of over-excavation observations, original contours and finish pad elevations.
5. Swell and solubility test requirements and results. This information shall be provided if required by the geotechnical report of record, elsewhere in the code, or if imported soils were utilized.
6. Type of foundation system applicable to work being certified (i.e. spread footings, strip footings, combination footings, drilled shafts etc.).
7. Import material used, source of import, and tests indicating compliance with the geotechnical report of record recommendations, and classification in relation to ACI 318-08 Section 4.3.
8. A statement describing the process of pad grading. Where applicable, this shall include, but not be limited to the minimum depth of over-excavation, blending operations, the use of import soils, nested aggregate, organics encountered, and removal of unsuitable soils.
9. The preceding requirements shall be presented for each pad or structure being certified.

The Final Grading report remains valid for a maximum of six months after the completion of grading. The six month period begins at the first test date of the final test of the final lift of the structural pad. Once expired, a Pad Recertification report is required.

J105.1.3 Pad Certification report. This letter/report is used as an interim document until a Final Grading report is completed (i.e., a Final Grading report for the entire project or a particular phase(s) of a project). The approved agency shall prepare this report signed by a registered design professional and certifying that the grading and earthwork are complete and substantially comply with the requirements of the geotechnical report of record including any approved supplements or addenda. Specific project information is also required if there were any changes to the geotechnical report of record or unusual circumstances encountered during grading.

This report shall include the following information for each pad or structure:

1. The first test date of the final test of the final lift.
2. Permit number and pad or structure description.
3. Classification of foundation soils in relation to ACI 318-08 Section 4.3.
4. Classification of foundation soil for expansive properties (i.e. non-expansive or results from standard 60 pounds per square foot swell test).
5. The name(s) of the approved special inspector(s) and any technicians that observed grading or foundation improvements.

This report remains valid for no longer than six months after the completion of grading. The six month period begins at the first test date of the final test of the final lift of the structural pad. Upon expiration, a Final Grading report and Pad Recertification report will be required.

J105.1.4 Pad Re-certification report. This report is required when a Final Grading report or Pad Certification report has expired or if required by the Building Official. The approved agency shall prepare this report signed by a registered design professional certifying the current suitability of the pad(s). The condition of the pad(s) is discussed, tests performed and their results are presented and discussed, and any additional grading or reworking is discussed. The conclusions are stated and based upon the current condition of the pad(s) compared to completion at original grading and a statement that the current condition of the pad(s) substantially complies with the requirements of the geotechnical report of record including any approved supplements or addenda.

As a minimum, pad moisture data and standard sixty pounds per square foot swell test results, if applicable, are included in this report. The tests shall be conducted on a representative number of pads.

The report remains valid for no longer than six months after the latest test date. Once expired, the pad(s) recertification will require an evaluation by a registered design professional to confirm the applicability of current site conditions.

J105.1.5 Finished Floor Elevation Certificate. A registered design professional shall certify the lowest habitable finished floor elevation to the elevation on the approved plans upon completion of the slab inspection and placement or the placement of the final construction form for the finished floor. All certifications required by this section shall be provided to and accepted by the Building Official prior to performance of any additional inspections. The minimum finished floor elevation shall comply with the approved plans and the allowable tolerance shall be minus (-) 0.0 feet to plus (+) 0.3 feet of the finished floor elevation detailed on the approved plans.

J105.1.6 Drainage Compliance Report. Upon completion of final grading, and prior to the final building inspection, a statement of compliance for drainage shall be provided by the registered design professional of record or the developer when approved by the building official.

This report shall state that site conditions at the time of final construction provide positive drainage in compliance with the approved drainage plan or the plot and grading plan.

When engineered drainage features, facilities, or structures are required by the approved plans, the register design professional of record shall verify that installed and constructed elements are in compliance with the approved plans. This includes site detention, lot to lot drainage, and drainage conveyance devices.

J105.1.7 Notification of Noncompliance. If in the course of fulfilling their respective duties under this appendix, the registered design professional or the approved agency finds that the work is not being done in conformance with this appendix or the approved plans the discrepancies shall be immediately reported in writing to the contractor, the permittee, and to the Building Official.

J105.2 Special Inspections. The special inspection requirements of Section 1704 shall apply to work performed under a grading permit where required by the Building Official.

Appendix L Fences

Add a new Appendix L Fences, walls and retaining walls, as follows:

APPENDIX L
FENCES, WALLS AND RETAINING WALLS

L101 General

L101.1 General. It shall be unlawful for any person, contractor, firm or corporation to erect, install, construct or replace any fence, wall or retaining wall contrary to the provisions of this code.

L101.2 Applicable regulations. All regulations and requirements of the Building Code and any amendments, deletions and additions thereto shall apply to the erection, installation or construction of any fence, wall and/or retaining wall except that which may be inconsistent with this chapter.

L102.0 DEFINITIONS

L102.1 Definitions. For the purpose of this chapter, certain terms are defined as follows:

CUT. See Excavation.

EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FENCE. A structure of temporary or semi-permanent material such as wrought iron, wire, wood, screen, vinyl, plastic, etc… erected for purposes of enclosure, division of property or decoration.

FILL. The placement of earth materials by artificial means.

RETAINING WALL. Any wall that is used to resist the lateral displacement of earth or any other material with a difference in elevation of the material from one side to the other exceeding 24 inches (610 mm) in height.

ROCKERY WALL. A system of stacked rocks constructed to retain soil. See the Southern Nevada Building Officials Rockery Wall Construction Standards.

WALL. A structure of stone, brick, masonry, concrete or other similar permanent material, raised to some height and erected for purposes of enclosure, division of property or decoration.

L103.0 PERMITS

L103.1 Permits required. No fence, wall or retaining wall regulated by this code shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a permit for each fence, wall or retaining wall is obtained from the Building Official.

L103.2 Separate permits required. A separate permit is required for each parcel of land upon which a fence, wall or retaining wall is to be located.

> **EXCEPTION:** Only one permit is required for multiple fence(s), wall(s) and/or retaining wall(s) constructed along property lines in connection with the development of a subdivision, provided that a legal description of the property is submitted together with a dimensioned plot plan showing the exact location of the fence, wall and/or retaining wall and all other recorded lot and easement lines.

L103.3 Application for a fence, wall or retaining wall permit. To obtain a permit, the applicant shall first file an application on a form furnished by the jurisdiction for that purpose. The application shall include the following:

1. The name and address of the owner of the real property upon which the fence, wall and/or retaining wall is to be located.

2. The type of material to be used for construction of the fence, wall, and/or retaining wall.

3. The total length, height and square footage of each fence, wall and/or retaining wall.

4. The authorized agent to perform construction.

5. A dimensioned drawing that identifies the location of each fence, wall and/or retaining wall with respect to the property or lot lines, easements, streets, other rights-of-way. Existing construction and drainage features shall be clearly identified on the drawings.

6. The location of all light standards, gas and water meters, and fire hydrants.

7. Other information deemed pertinent by the Building Official.

L103.4 Drawings and specifications. Drawings and specifications required for retaining walls shall be prepared by a registered design professional. The design shall be in accordance with the applicable chapters of the IBC. Rockery walls shall be designed in accordance with the IBC and the Southern Nevada Building Officials Rockery Wall Construction Standards.

Drawings or specifications for fences and walls need not be submitted unless required by the Building Official. Drawings and specifications shall be submitted for retaining walls showing that the retaining wall is designed in accordance with this code.

L104.0 GENERAL REQUIREMENTS AND LIMITATIONS

L104.1 General. General requirements and limitations shall be as follows:

1. No fence, wall and/or retaining wall shall be placed within a right-of-way unless granted permission by the authority having jurisdiction.
2. The height and location of a fence, wall and/or retaining wall shall comply with all zoning ordinances and regulations of the authority having jurisdiction.
3. Fences, walls and/or retaining walls shall be constructed in accordance with published standards of the department or agency having authority of utility easements, when located within a utility easement for any light standard, gas meter, water meter, or fire hydrant.
4. Special inspection, if required, shall be in accordance with the IBC. Rockery walls shall require special inspection in accordance with the IBC and the Southern Nevada Building Officials Rockery Wall Construction Guidelines.

L104.2 Required inspections

1. All footings shall be inspected to verify location to property line, structures, and compliance to the approved plans and permit. Footings shall be excavated and cast against the earth.
2. Concrete foundations shall not be placed until footings have been inspected and approved by the Building Official.
3. No wall and/or retaining wall shall be grouted until the reinforcing required has been inspected and approved by the Building Official.
4. No retaining wall shall be backfilled until verification of the dampproofing, when required, and drainage has been inspected and approved by the Building Official.

L104.3 Natural drainage. No permits shall be issued for fences, walls and/or retaining walls, which would block any natural flow path.

L104.4 Prohibited materials. Walls, fences and retaining walls shall not be constructed of materials which impose a direct safety hazard, such as pointed posts, stakes or pickets, components intended for electrocution, embedded glass, nails, barbed or razor type wire, or other sharp, cutting objects.

EXCEPTION: Manufactured barbed or razor wire may be used when its detailed use, location, and construction requirements are approved by the authority having jurisdiction.

L105.0 IMPLEMENTATION

L105.1 Implementation. The Building Official is empowered to formulate procedural guidelines to be used in implementing this chapter.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-10
(Adopts the 2009 Edition of the International Building Code, together with amendments thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-10, that will adopt the 2009 Edition of the International Building Code, together with amendments thereto.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

None identified

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: February 16, 2011

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-11 – Updates the City's Administrative Code, relating to the administration of the various building and technical codes. 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 City's Administrative Code, relating to the administration of the various building and technical codes. The update is designed to adapt the 1997 Uniform Administrative Code for use in implementing and enforcing the various building and technical codes.

RECOMMENDATION:
ADOPTION at 4/6/2011 City Council Meeting pursuant to the 3/15/2011 Recommending Committee Meeting.

First Reading – 3/2/2011; First Publication – 3/24/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-11
2. Supplemental Document Amending the Uniform Administrative Code, 1997 Edition
3. Business Impact Statement

BILL NO. 2011-11

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE DOCUMENT ENTITLED "A SUPPLEMENTAL DOCUMENT AMENDING THE UNIFORM ADMINISTRATIVE CODE, 1997 EDITION," AS ADOPTED IN LVMC 16.02.010(B), AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Updates the City's Administrative Code, relating to the administration of the various building and technical codes.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Except as otherwise provided in Section 3 of this Ordinance, the document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition," adopted in LVMC 16.02.010(B), is hereby repealed in its entirety.

SECTION 2: Subject to the provisions of Sections 3 and 4 of this Ordinance, the document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition," which is attached hereto and incorporated by this reference, is hereby adopted and incorporated in LVMC 16.02.010(B).

SECTION 3: The fee tables adopted by Ordinance No. 6110 as part of the document entitled "A Supplemental Document Amending the Uniform Administrative Code, 1997 Edition":

(A) Shall remain in full force and effect; and

(B) Subject to the provisions of Section 4 of this Ordinance, shall serve as the fee tables that are included as part of the document referred to in Section 2 of this Ordinance.

SECTION 4: The fee tables referred to in Section 3 of this Ordinance are amended by adding to Table No. 3-E thereof, in the appropriate location and in the format used in that table, a research and processing fee for large-scale projects in the amount of $500.

SECTION 5: The Department of Building and Safety is authorized and directed to incorporate into the fee tables referred to in Section 3 of this Ordinance, at the appropriate location, the new fee adopted by Section 4 of this Ordinance.

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:

Valtteed 2-16-11
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

A SUPPLEMENTAL DOCUMENT AMENDING
THE UNIFORM ADMINISTRATIVE CODE, 1997 EDITION

SECTION 1: Except as otherwise indicated, all section and chapter references contained in this Supplemental Document are to the Uniform Administrative Code, 1997 Edition.

SECTION 2: Certain provisions of this code may be parallel or similar to provisions of the International Building Code; International Residential Code; Uniform Plumbing Code; Uniform Mechanical Code; National Electrical Code; or other similar code adopted by the City. The provisions of this Code and the provisions of the other referenced codes shall be applied to the extent possible. The Building Official shall have the discretion, in the interest of convenience for the City or the public, to apply the provisions herein or corresponding administrative provisions in any of the above-referenced codes, in the versions adopted by the City. In the event of any conflict in administrative provisions, the provisions of Section 104 of this Code shall govern, unless otherwise deemed appropriate by the Building Official. Unless otherwise specified, the term "Department" refers to the department of the City charged with the enforcement of the codes referred to in this Section, and the term "Director" refers to the director of that department.

SECTION 3: Section 102 is hereby amended by adding a new Subsection 102.9, reading as follows:

102.9 Professional Office Conversions. Except as otherwise provided in this Subsection, any conversion from a residential occupancy to a professional office shall conform to the new construction requirements for a B Occupancy, including without limitation the requirements of the International Building Code, the National Electrical Code, the Uniform Mechanical Code, and the Uniform Plumbing Code. However, a conversion from a residential occupancy to a professional office that meets all the following criteria is exempt from the requirements of the International Building Code for commercial buildings (other than those contained in Chapter 11 and Chapter 34):

1. The building must have a building area of 1500 square feet or less, calculated using the definition of "building area" contained in Section 502 of the International Building Code, but not inclusive of parking garage or carport areas;
2. The conversion must be pursuant to a valid zoning approval; and
3. The conversion must not include expansion of the existing building and must be limited to minor exterior or interior remodeling, or both, that is allowed by the Building Official to be done in order to accommodate the disabled or to comply with zoning requirements.

SECTION 4: Section 103 is hereby amended by deleting the introductory paragraph thereof and replacing it with the following:

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in this section. Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. The American Heritage Dictionary of the English Language, Fourth Edition, copyright 2006, shall be considered as providing ordinarily accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

SECTION 5: Section 103 is hereby amended by deleting the definitions of the terms "Building Code," "Mechanical Code," "Plumbing Code" and "UBC Standards."

SECTION 6: Section 103 is hereby amended by adding thereto, at the appropriate locations, the following terms and corresponding definitions:

BUILDING CODE refers to the International Building Code and the International Residential Code promulgated by the International Code Council, as adopted by the City.

MECHANICAL CODE is the Uniform Mechanical Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by the City.

PLUMBING CODE is the Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by the City.

SECTION 7: Section 202 is hereby amended by deleting Subsections 202.1 and 202.6 and substituting therefor new Subsections 202.1 and 202.6 reading as follows:

202.1 General. The Building Official is hereby authorized and directed to enforce all the provisions of this code and the referenced technical codes. For such purposes, the Building Official shall have the powers of a law enforcement officer. The Building Official shall have the sole power and discretionary authority to render interpretations, to modify or to suspend portions of this code and the referenced technical codes and to adopt and enforce additional rules and regulations supplemental to this code and the referenced technical codes as may be deemed necessary to clarify and apply the provisions of this code and the referenced technical codes.

202.6 Authority to Disconnect Utilities. The Building Official or his authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure or building service equipment therein regulated by this Code or by the technical codes, in case of emergency, where such building, structure or equipment is hazardous to life or property. The Building Official shall whenever possible notify the serving utility, the owner and the occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify in writing such utility, owner and occupant of such disconnection immediately thereafter. Such disconnection is also authorized in cases where a building or structure has been constructed, remodeled, repaired, energized or occupied in violation of this Code or any of the technical codes; provided, however, that notice and an opportunity for informal hearing shall first be afforded the owner and occupant.

SECTION 8: Section 204 is hereby amended by deleting Section 204.1 and 204.2 and substituting therefor a new Section 204.1 and Subsections 204.1.1 through 204.1.5, reading as follows:

204.1 Board of Appeals. The Board of Appeals is created to hear and decide

appeals of determinations made by the Building Official or Fire Marshal relative to the application and interpretation of the technical codes. The Board of Appeals is authorized to hear appeals relating to this Chapter and the technical codes, and to review proposed alternate materials and methods of construction. Members of the Board of Appeals shall be appointed by the Las Vegas City Council and shall serve a term of four years, or until their successors are appointed. Members may be removed from office at any time by a majority vote of the City Council.

204.1.1 Members. The members of the Board of Appeals shall be qualified by training and experience to decide matters pertaining to building construction and building service equipment. The members shall not be employees of the City of Las Vegas. The members of the Board of Appeals shall consist of the following:

1. Two general contractors.
2. One electrical contractor or electrical engineer.
3. Two mechanical/plumbing contractors.
4. One fire protection engineer.
5. One lay member.
6. One architect registered by the State of Nevada.
7. One structural engineer registered by the State of Nevada.

201.1.2 Procedures. The Board of Appeals may adopt rules and procedures for conducting its hearings and investigations. A person (the appellant) who wishes to appeal a determination of the Building Official or Fire Marshal to the Board of Appeals shall submit a written request for appeal to the Building Official or Fire Marshal, as applicable. The Building Official or Fire Marshal, as applicable, shall provide the appellant a copy of the guidelines for preparing an appeal and a copy of any Board-adopted rules and procedures. The appellant is responsible to prepare the written appeal in compliance with the guidelines. In order to provide for timely hearing and resolution of appeals, the Building Official or Fire Marshal shall schedule a hearing before the Board upon a determination of the Building Official or Fire Marshal that a written appeal is in substantial compliance with the Board guidelines for preparing an appeal. In addition to information and evidence submitted by the appellant, information and evidence may be submitted in support of the determination by the Building Official or Fire Marshal. The Board shall issue a written decision based on the evidence presented at the hearing. The decision shall be signed by the chairman of the Board and shall be filed with the Building Official or Fire Marshal, as applicable. A copy of the Board decision shall be delivered to the appellant in person or by U.S. Certified Mail.

201.1.3 Limitation and Scope of Authority. The Board of Appeals shall not have authority relative to the interpretation of the administrative provisions of this Chapter or the adopted administrative provisions of the technical codes, nor shall the Board be empowered to waive any requirements of this Chapter or the technical codes.

201.1.4 Tests. The appellant shall, at the appellant's expense, cause to be performed and produced any tests or research necessary to support appellant's claims before the Board of Appeals and any tests or research as may be required by the Board in its consideration of the claims

of the appellant.

201.1.5 Liability. No member of the Board of Appeals shall be personally liable for any damage that may accrue to persons or property as a result of any good faith act or any good faith act omission in the discharge of the duties specified herein. Any suit brought against the Board or any member thereof resulting from such act or omission performed, or not performed, by a member of the Board acting in an official capacity in the performance of Board duties as specified in this Chapter shall be considered an act of the City of Las Vegas and shall be subject to all applicable immunities and rights conferred by law upon the City of Las Vegas, as well as subject to applicable City of Las Vegas liability self-insurance or insurance coverage.

SECTION 9: Section 301 is hereby amended by deleting Subsection 301.1 and substituting therefor a new Subsection 301.1 and new Subsections 301.1.1 and 301.1.2, reading as follows:

301.1 Permits Required. Except as specified in this Section 301 or in Section 28 of this Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official. If work is commenced before a necessary and appropriate permit for the work has been obtained, the Building Official is authorized to charge:

1. An additional fee in the amount of the building permit fees chargeable under Section 304 (i.e., double fees); and
2. An investigation inspection fee pursuant to Table No. 3-E, if an inspector or inspections supervisor is sent to inspect the work.

NOTE: Requirements concerning swimming pools and spas are contained in Sections 39 to 44, inclusive, of this Supplemental Document.

301.1.1 Licensing and Contractor Requirements. No building permits shall be issued for building work which is required to be performed by a licensed contractor under NRS Chapter 624 unless the applicant is appropriately licensed by the State of Nevada and is licensed to do business within the City. Where State law requires that a general contractor be retained for a particular project, the general contractor shall be responsible for acquiring the permits for all the trades to be involved in the work, and shall be responsible for paying all fees associated with the work in accordance with Table Nos. 3-A, 3-B and 3-C. A general contractor to whom a permit is issued shall be responsible for all work authorized for the project and shall post at the job site a list of all subcontractors doing work on the job with their names, their State subcontractor's license numbers and classifications and their City business license numbers. Mechanical, electrical and plumbing subcontractors shall register with the Department when all permits have been taken out by the general contractor. The general contractor and subcontractors must meet all applicable qualifications and requirements described in the technical codes. All building permit applications must include the license number and applicable monetary limits of the general contractor and each

subcontractor.

NOTE: Additional licensing requirements concerning plumbing work are contained in Sections 26 to 33, inclusive, of this Supplemental Document. Additional licensing requirements concerning mechanical work are contained in Sections 34 to 38, inclusive, of this Supplemental Document.

301.1.2 Maintenance. All buildings, structures, pools, spas, signs, and building service equipment, existing and new, and all parts thereof shall be maintained in a safe condition. All devices or safeguards which are required by the technical codes shall be maintained in conformance with the technical code under which installed. The owner or his designated agent shall be responsible for the maintenance of buildings, structures, pools, spas, signs and their building service equipment. To determine compliance with this subsection, the Building Official may cause any structure to be reinspected.

SECTION 10: Section 301 is hereby amended by deleting Subsection 301.2.1, including its constituent subdivisions and substituting therefor a new Subsection 301.2.1, reading as follows:

301.2.1 Work Exempt from Permit. A building permit shall not be required for the following:

1. Construction work on property owned by the United States or on property owned by any other governmental entity, to the extent exempted by State law.
2. Amusement devices and structures, including merry-go-rounds, ferris wheels, rotating conveyances, slides and similar devices, and any other accessory structure consisting of a cover or roof whose use is necessary for the operation of any such device or structure when such device or structure is used for less than 30 days. A storage building or detached structure that is not an integral part of an amusement device or structure does not qualify as an exempt accessory structure for purposes of this paragraph. The exemption contained in this paragraph likewise does not apply to any electrical, mechanical or plumbing work that is to be done in connection with amusement devices or structures that are to be used on a site.
3. Oil derricks.
4. Movable cases, counters and partitions that do not exceed 5 feet 9 inches in height and not containing electrical branch circuits.
5. Privately owned water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed two to one.
6. Platforms, walks and driveways not more than 30 inches above grade and not over any basement or story below, when built in conjunction with a building that is classified as a Group R, Division 3 one-family or two-family dwelling or a U Occupancy.
7. Painting, papering and similar finish work, except for trim and decorative work exceeding 0.5 pounds per square foot or 0.35 pounds per lineal foot in weight.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Window awnings supported by an exterior wall of a Group R, Division 3

one-family or two-family dwelling, or a U Occupancy, when projecting not more than 54 inches.

10. Residential television or radio antennas whose height design does not exceed 10 feet above the height of the tallest structure on the property, and so located that the distance to the nearest property line is equal to or greater than the total height of the antenna mast.

11. Construction directly relating to the delivery of a utility service, built by a public utility company operating under the control of the Public Service Commission. This exemption applies only to buildings, structures, or service equipment that is directly used in utility generation or distribution and is installed on properly registered easements belonging to water, gas, power, telephone, or other utility companies governed under the State of Nevada Public Service Commission, another State agency, or a public franchise. This exemption does not apply to office buildings, grading, occupied support buildings and general site development.

12. Portable motors or other portable appliances energized by means of a cord or cable having an attachment plug end to be connected to an approved 120-volt receptacle, when that cord or cable is permitted by the Electrical Code.

13. The repair or replacement of fixed motors or fixed approved appliances of the same type and rating in the same location.

14. The installation, alteration or repair of electrical wiring, apparatus or equipment for the generation, transmission, distribution or metering of electrical energy or in the operation of signals or the transmission of intelligence by a public utility in the exercise of its function as a serving utility.

15. Any portable unit refrigerating system (cooling only) as defined in the Mechanical Code.

16. Any wall, including a retaining wall, that is not over two feet in height, measured from the low finished grade to the grade on the opposite side. This exemption does not apply to:

a. Any wall that supports a surcharge;

b. Any wall (including a patio wall) that retains flammable liquids; or

c. Any wall of combined materials that exceeds 2 feet in height.

17. One-story detached accessory buildings used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 200 square feet.

NOTE: Exemption from the permit requirements of this Code shall not be deemed to authorize any work to be done in violation of the provisions of the technical codes or any other City ordinances or regulations.

SECTION 11: Section 301 is hereby amended by adding thereto a new subsection, designated as Subsection 301.3, reading as follows:

301.3 Manufactured Housing, Travel Trailer and Recreational Vehicle Permits.

301.3.1 Manufactured Housing Installations (R-MH or R-MHP District). Manufactured housing installations are under the jurisdiction of the Nevada State Department of

Business and Industry. The units shall bear a seal from a recognized approval agency.

301.3.2 Travel Trailers or Recreational Vehicles (R-MH or R-MHP District). Travel trailers or recreational vehicles are under the jurisdiction of the Nevada State Department of Business and Industry.

301.3.3 Temporary Residential Use Pending Construction. Nothing in this Code or the technical codes shall be deemed to prohibit any owner of a lot or parcel of land from parking his own manufactured home or recreational vehicle thereon and living therein. Before placing or parking the manufactured home or recreational vehicle, the owner must:

1. Obtain a building permit for a permanent residence to be located on the same lot and for the owner's use;
2. Execute in the City's favor a surety bond or equivalent, in accordance with the provisions of Section 301.3.4 below:
3. Obtain a permit for the temporary placement of the manufactured home or recreational vehicle; and
4. Provide the proper sanitary facilities in the manner required by the Clark County Health District.

The period of occupancy may not exceed one year after the permit for temporary placement is issued. Upon written request, the Building Official may grant a single extension of time of up to six months.

301.3.4. Surety for Removal. The surety bond required by Section 301.3.3 shall be in the amount of one thousand dollars ($1,000.00), shall secure the removal of the manufactured home or recreational vehicle, and shall be conditioned upon the owner's maintaining in force a valid building permit during the entire time the manufactured home or recreational vehicle is in place. As an alternative to the surety bond, the owner may deposit the sum of one thousand dollars ($1,000.00):

1. With the City Treasurer, to be refunded upon full compliance with this Subsection; or
2. With a financial institution, provided that the owner, the City and the financial institution have entered into a security agreement that is acceptable to the City Attorney. The arrangement described in the preceding sentence is referred to below as cash-in-lieu-of-bond.

301.3.5 Temporary Placement for Contractor/Security Purposes. Nothing in this Code or the technical codes shall be deemed to prohibit the temporary placement of a manufactured home or travel trailer for the use of a contractor engaged in construction work on the same parcel of land. In addition, a manufactured home or travel trailer may be temporarily placed upon any commercially zoned lot or parcel of land to be used for security purposes when approved by the Building Official. Any placement of a temporary manufactured home or travel trailer for the purpose of living there shall be subject to the requirements concerning installation, permitting, bonding, and time limits as set forth in Sections 301.3.4 and 301.3.5 above. Any such manufactured home or travel trailer shall be properly installed and maintained in accordance with this Section 301.3.

301.3.6 Temporary Placement of Manufactured Building for Commercial Operation. Nothing in this Code or the technical codes shall be deemed to prohibit a commercial operation from temporarily operating within a manufactured building when the use has been approved by the City Council, the duration of the temporary use shall be in accordance with this Section 301.3 or as determined by the City Council. The period of occupancy may not exceed one year from the date of approval. The Building Official may, upon written request, grant a single six-month extension, provided that a valid building permit is in force at the time the extension is requested and the City Council has approved the extension. Any such manufactured home or travel trailer shall be properly installed and maintained in accordance with this Section 301.3.

301.3.7 Enforcement. Enforcement of the provisions of this Section 301.3 shall be in accordance with this Section 301.3.7. Each reference in this Section 301.3.7 to the term "manufactured home" includes a travel trailer or recreational vehicle.

1. Whenever the Building Official or his designee finds that a manufactured home has remained on the permit holder's property for a period in excess of the limits specified above, he may issue a written notice and order to comply to the principal and to any surety on the bond. Notice to the principal is sufficient if sent by certified mail, return receipt requested, to the address provided by the principal on the application for the permit. The notice and order shall state the estimated cost of removal, and provide that if the manufactured home is not removed within 30 days from the date of notice, the bond shall be forfeited.

2. Any permit holder or surety who believes that no violation described in Paragraph (1) above has occurred may, within 15 days after the date of the notice and order, apply in writing to the Department for a hearing. The Department shall forthwith set a date for said hearing, with at least five days written notice to the requesting party. The hearing shall be conducted by the Building Official or his designee.

3. The compliance order shall be stayed from the date a timely hearing request is received by the Department until a decision is rendered by the Department, and by the City Council in the event of a timely appeal of the Department's decision.

4. After the requested hearing, the Building Official may rescind, modify or affirm the order of compliance.

5. Within ten days after the date the Department's decision is rendered, the permit holder or surety may, if dissatisfied, appeal to the City Council by filing a written notice of appeal with the Department.

6. Upon receipt of an application from the person required to remove the manufactured home and an agreement by such person to comply with the order if allowed additional time, the Building Official or his designee may, at his discretion, grant an extension of time, not to exceed an additional 180 days, within which to remove the manufactured home. The Building Official or his designee's authority to extend time is limited to the removal of the manufactured home and shall not in any way affect the time to appeal the notice and order.

7. After receipt of a notice and order to comply, the surety must, within the time limits specified above, either cause the manufactured home to be removed or pay over to the Department the cost of removal after said manufactured home is removed by the Department. The Building Official or his designee may proceed by such mode as is deemed convenient to cause the

manufactured home to be removed. The Building Official or his designee may, in accordance with City contracting procedures, hire a private contractor to remove manufactured home.

8. If a cash bond has been posted, notice of default as provided shall be given to the principal, and if the compliance is not obtained within the time limits specified, the Building Official or his designee may proceed without further notice to use the cash deposit or any portion of such deposit to cause the manufactured home to be removed, by contract or otherwise. The balance, if any, of such cash deposit shall, upon the completion of the work, be returned to the depositor or to his successors or assignee after deducting the cost of the work.

9. If cash-in-lieu of bond has been deposited, the notice of default shall be given to the principal, and if the compliance is not obtained within the 30) days specified, the Building Official or his designee may withdraw the deposited funds and use them to cause the manufactured home to be removed by contract or otherwise. The balance, if any, shall upon the completion of the work, be returned to the depositor or to his successors or assignee after deducting the cost of the work.

10. In any instance where the Building Official or his designee has caused a manufactured home to be removed, such manufactured home may be placed in storage at any location within Clark County, Nevada, and all costs of that storage shall be borne by the owner of such mobile home upon reclaiming the manufactured home. Upon the owner's failure to pay storage costs, such manufactured home may be sold in accordance with NRS Chapter 108.

11. Any costs in excess of the forfeited bond amounts shall be charged to the principal. Where the full amount due to the City is not paid by the principal within 60 days after the City has removed the manufactured home, the Building Official or his designee may request the City Attorney to commence appropriate legal proceedings to obtain payment.

301.3.8 Adoption of Guidelines. The Department may adopt procedural guidelines to be used in implementing this Section 301.3.

SECTION 12: Section 301 is hereby amended by adding thereto three new subsections, designated as Sections 301.4, 301.5 and 301.6, respectively, reading as follows:

301.4 Grading Permit-Acreage Limitations. In order to minimize the environmental impacts of large-scale grading, a grading permit shall authorize the grading of no more than 120 acres at a time. The Building Official may increase the acreage authorized for grading in the case of:

1. Golf course development; or
2. Other large-scale development, if the applicant or permittee demonstrates to the satisfaction of the Building Official that enhanced dust control mitigation measures are in place to ensure that the increase in grading activity will not adversely impact neighboring properties.

301.5 Moving of Buildings.

1. In order to move any building or structure to or from a location within the City, a moving permit must be obtained in advance. The application for a permit must describe the

proposed new location for the building or structure. After a permit is issued, but before the building or structure is moved, the applicant must contact a Supervisor of Building Inspections to schedule field inspections of the building that is to be moved and the site from which it is being moved. Field inspections may include, without limitation, the following items:

a. Visible structural integrity of the structure.
b. Required or proposed means of egress.
c. Electrical wiring and grounding.
d. Plumbing and gas line location, and compliance with applicable codes.
e. Site safety, including the capping of lines, disconnection of electrical power, filling of holes, and removal of other potential hazards.

The moving of buildings shall be subject to the requirements (and the prior approval, if applicable) of the Traffic Engineering Division of the Department of Public Works, the Nevada Department of Transportation, and any other agency having jurisdiction.

2. With regard to any structure proposed to be moved to a location within the City, whether it is proposed to be moved from another location within the City or from a location outside the City, the application for a moving permit shall be accompanied by an application for a building permit, including the submittal of plans of the type and extent that would be required for the initial erection of that structure and comply with current codes. The Department is authorized to require letters from design professions verifying structural integrity and compliance with the International Energy Code. The review and approval of those plans shall also include and be subject to review and verification by the Department of Planning and Development, and the Land Development Division that the proposed location of the building, whether permanent or temporary, is permissible and appropriate under applicable zoning and development regulations.

301.6 Demolition Permits. Except as otherwise provided in this Section 301.6, a separate demolition permit is required for each building, address or suite at which demolition is to occur. Any sewer investigation permit which is required must be obtained prior to the issuance of a demolition permit. A demolition permit is not required under this Section for partial demolition work if:

1. The work is to be performed in conjunction with remodeling, alteration, or repair of a structure;
2. Plans for the work have been reviewed, approved, and a permit has been issued by the Building Department for the proposed work; and
3. The demolition work is within the area of the scope of the new work.

SECTION 13: Section 302 is hereby amended by deleting Subsections 302.3 and 302.5, substituting therefor new Subsections 302.3 and 302.5, reading as follows:

302.3 Information on Plans and Specifications. Plans and specifications shall be drawn to scale upon substantial paper whose sheets will be of a uniform size not to exceed 42 x 30 inches in size. The plans and specifications shall be of sufficient clarity to indicate the location,

nature and extent of the work proposed and to show in detail that the work will conform to the provisions of the technical codes and all relevant laws, ordinances, rules and regulations. Electronic submittals will be accepted in accordance with 1) State of Nevada approved guidelines and 2) technological capabilities.

302.5 Inspection and Observation Program. When special inspection is required by Chapter 17 of the International Building Code, the architect or engineer of record shall prepare an inspection program which shall be submitted to the Building Official for approval prior to issuance of the building permit. The inspection program shall designate the portions of the work to have special inspection, the name or names of the individuals or firms who are to perform the special inspections and indicate the duties of the special inspectors.

The special inspector shall be employed by the owner, the engineer or architect of record, or agent of the owner, but not the contractor or any other person responsible for the work.

When structural observation is required by Chapter 17 of the International Building Code, the inspection program shall name the individuals or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur.

The inspection program shall include samples of inspection reports and provide time limits for submission of reports.

SECTION 14: Section 303 is hereby amended by deleting Subsection 303.4 and substituting therefor a new subsection 303.4, reading as follows:

303.4 Expiration. Every permit issued by the Building Official with respect to work governed by the technical codes shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, as documented by an approved inspection, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days, as documented by an approved inspection. For purposes of this Section, an "approved inspection" is a complete inspection that is passed for all aspects of the subject of the inspection, and does not include "partial passed" inspections.

Any permittee holding an unexpired permit may apply for an extension of the time within which to commence work under that permit when the permittee is unable to commence work within the time required by this Section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding 180 days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. For each permit extension, an administrative fee in the amount set forth in Table No. 3-D for "Permit Issuance and Administration" shall be charged. The Building Official may extend a permit more than once, at his or her sole discretion. However, no such extension shall exceed a period of 2 years in the aggregate. After 2 years, new permits shall be required with full

fees at each renewal.

Permits shall also expire when corrections which have been required by means of a notice to correct have not yet been completed within 30 days after such inspection. Before such work can be recommenced, a new permit therefor shall first be obtained, and the fee therefor shall be one half the amount required for a new permit for such work, provided that no changes have been made or will be made in the original plans and specifications for such work, and provided further that such suspension or abandonment has not exceeded one year. In order to renew action on a permit after expiration, the permittee shall request the renewal in writing and pay a new full permit fee.

SECTION 15: Section 304 is hereby amended by deleting Subsection 304.1, 304.2, and 304.3, and substituting therefor new Subsections 304.1, 304.2, and 304.3, including their constituent parts, reading as follows:

304.1 General Provisions.

304.1.1 Fees–Generally. Fees shall be assessed in accordance with the provisions of this Section and the fee tables adopted in connection with this Supplemental Document, as amended by the City Council from time to time. Political subdivisions which by law are exempt from the payment of building permit fees are not exempt from:

1. The plan check fees described in this Section 304;
2. Sewer connection fees; or
3. Any other development-related fee, except to the extent provided by law.

304.1.2 Fee-Related Definitions. For purposes of this Section 304:

1. "New construction" refers to new construction, remodels and additions relating to the occupancies that are listed in Table No. 3-A, as adopted in connection with this Supplemental Document.

2. "Included examination time," with respect to a project and the fees chargeable in relation thereto, means the amount of time (measured in hours) that the Building Official has estimated as necessary to complete the required review of plans by Building and Safety staff for compliance with applicable codes relating to the issuance of a building permit (plan check). The plan check fees that have been set with respect to any particular type of project are deemed to entitle the developer/contractor/owner of that particular project to a level of effort and service from the Building and Safety Department which reflects the "included examination time." The estimated hours of plan check time are represented in the base plan check fee (calculated as the product of that number of hours and the applicable hourly rate).

3. "Extraordinary examination time," with respect to a project and the fees chargeable in relation thereto, means the time necessary to conduct plan check that is in excess of the "included examination time" for that project.

4. "Included inspection time," with respect to a project and the fees chargeable in relation thereto, means the amount of time (measured in hours) that the Building

Official has estimated as necessary to complete the required inspections of the on-site construction work for completion of the project to a final certificate of occupancy or completion. The fees that have been set with respect to any particular type of permit are deemed to entitle the developer/contractor/owner of that particular project to a level of effort and service from the Building and Safety Department which reflects the "included inspection time." The estimated hours of building inspection time are represented in the base fee (calculated as the product of that number of hours and the applicable hourly rate).

5. "Extraordinary inspection time," with respect to a project and the fees chargeable in relation thereto, means the time necessary to inspect a project that is in excess of the "included inspection time" for that project.

304.2 Plan Check Fees.

304.2.1 New Construction. For new construction, as defined in Subsection 304.1, the base plan check fee for each type of permit shall be the applicable base plan check fee as set forth in Table No. 3-A under the heading "Effective July 1, 2010," determined with reference to the occupancy and the size basis thresholds listed therein. Such base fees, which are subject to adjustment in accordance with Sections 304.2.2 and 304.9, include plans examination to the extent represented in the "included examination time" that has been established by the Building and Safety Department for that project. Additional examination time (referred to as "extraordinary examination time") will be charged in accordance with Table No. 3-E.

304.2.2 Size-Based Adjustment to Base Plan Check Fee. For new construction, as defined in Subsection 304.1, the applicable base plan check fee, determined with reference to the occupancy and the size basis thresholds listed therein, shall be increased, in accordance with Table No. 3-B, by the amount that corresponds to the number of square feet by which the construction exceeds the amount of the applicable threshold base plan check fee, taking into account the applicable construction type listed in the various table columns.

304.2.3 Other Construction. For construction other than new construction, as defined in Subsection 304.1, the plan check fee for each type of permit shall be as set forth in Table No. 3-E under the heading "Effective July 1, 2010". Those fees, which are subject to adjustment in accordance with Section 304.9, include plans examination to the extent represented in the "included examination time" that has been established by the Building and Safety Department for that project. Additional examination time (referred to as "extraordinary examination time") will be charged in accordance with Table No. 3-E.

304.3 Permit and Inspection Fees

304.3.1 New Construction. For new construction, as defined in Subsection 304.1, the base fee for each type of permit and the associated inspections shall be the applicable base fee as set forth in Table No. 3-A under the heading "Effective July 1, 2010," determined with reference to the occupancy and the size basis thresholds listed therein. Such base fees, which are subject to

adjustment in accordance with Sections 304.3.2 and 304.9, include:

1. The fees for the associated mechanical, plumbing and electrical work;
2. Associated structural reviews; and
3. Inspections to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project.

Additional inspection time (referred to as "extraordinary inspection time") will be charged in accordance with Table No. 3-E.

304.3.2 Size-Based Adjustment to Base Fee. For new construction, as defined in Subsection 304.1, the applicable base fee, determined with reference to the occupancy and the size basis thresholds listed therein, shall be increased, in accordance with Table No. 3-C, by the amount that corresponds to the number of square feet by which the construction exceeds the amount of the applicable threshold base fee, taking into account the applicable construction type listed in the various table columns.

304.3.3 Other Construction. For construction other than new construction, as defined in Subsection 304.1, the fee for each type of permit and the associated inspections shall be as set forth in Table No. 3-E. Those fees, which are subject to adjustment in accordance with Section 304.9, do not include necessary structural reviews, which shall be chargeable under Section 304.7, but do include:

1. The fees for the associated mechanical, plumbing and electrical work; and
2. Inspections to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project.

Additional inspection time (referred to as "extraordinary inspection time") will be charged in accordance with Table No. 3-E.

304.3.4 Mechanical/Plumbing/Electrical Work Only. For work that is limited to mechanical, plumbing, or electrical, the fee for each type of permit and the associated inspections shall be as set forth in Table No. 3-D. Those fees, which are subject to adjustment in accordance with Section 304.9, do not include necessary structural reviews, which shall be chargeable under Section 304.7, but do include inspections to the extent represented in the "included inspection time" that has been established by the Building and Safety Department for that project. Additional inspection time (referred to as "extraordinary inspection time") will be charged in accordance with Table No. 3-E.

SECTION 16: Section 304 is hereby amended by adding a new Subsection 304.6.1, reading as follows:

304.6.1 Nonrefundable Fees. Except with respect to fees erroneously collected, the following fees will not be refunded:

1. Administrative issuance fees.
2. Zoning requirement review fees collected on behalf of the Planning and Development Department.

SECTION 17: Section 304 is hereby amended by adding thereto four new subsections, designated as Subsections 304.7, 304.8, 304.9 and 304.10, reading respectively as follows:

304.7 Miscellaneous and Other Fees. The following fees are chargeable to the extent not included elsewhere under applicable fee tables:

1. Administrative issuance fees, which are chargeable under Table Nos. 3-D and 3-E and apply to every permit, in addition to any other charge.
2. Hourly fees for extraordinary examination time and extraordinary inspection time as described in this Section 304 and as set forth in Table No. 3-E.
3. A research and processing fee, as set forth in Table No. 3-E, for certain large-scale projects concerning which permit renewal has been requested. The determination of which projects are subject to this fee shall be made by the Building Official, taking into account the size and complexity of the project.
4. All other fees set forth in Table Nos. 3-E and 3-F.

304.8 Interpretation of Fee Tables. In connection with certain items of work or construction (or combinations of such items), it may be necessary to consult more than one fee table in order to determine the amounts of all applicable fees. The determination of which fee table or fee tables apply in any particular case shall be within the discretion of the Building Official or his designee.

304.9 Fee Increases. Unless otherwise determined by future action of the City Council pursuant to Section 304.10:

1. All fees set forth in Table Nos. 3-A, 3-D and 3-E under the columns "Effective July 1, 2010" shall be increased on July 1, 2012, and on July 1, 2013, respectively, as set forth under the corresponding columns in those Tables; and
2. On those dates, there shall be corresponding percentage-based increases in the amounts set forth in Tables 3-B, 3-C and 3-F.

304.10 Fee Review. Before July 1, 2012, the Building Official shall review the current fiscal performance of the City of Las Vegas Building and Safety Enterprise Fund to determine the need for the fee increases described in Section 304.9. Following the completion of the review, the Building Official will present the results of the review to the City of Las Vegas Building and Safety Enterprise Fund Committee for consideration in accordance with NRS 354.59893. If the Building Official determines that the fee increases are not needed, an appropriate agenda item to remove the increases shall be presented to the City Council for action to do so.

SECTION 18: Section 305 is hereby amended by deleting the first paragraph of the subsection remaining the same:

305.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official, and the construction or work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types

of construction shall have continuous inspection as specified by Chapter 17 of the International Building Code.

SECTION 19: Section 305 is hereby amended by deleting Subsection 305.5 and substituting therefor a new Subsection 305.5, reading as follows:

305.5 Required Building Inspections. All work regulated by this Code and the technical codes must be inspected and approved before being covered or concealed, and finished work must be inspected and approved before occupancy. The sequence and types of required inspections will be indicated on the inspection report card. The absence of such indication shall not be deemed to waive any inspection requirement. The Building Official, upon notification, shall make inspections that may include, but are not limited to, the following, and shall either approve that portion of the construction as completed or shall notify the permit holder or his agent of construction that fails to comply with this Code or the technical codes:

1. Foundation Inspection. To be made after excavations for footing are complete and required reinforcing steel is in place. For concrete foundations, required forms shall be in place prior to inspection. All materials for the foundation shall be on the job, except when concrete is ready-mixed in accordance with approved nationally recognized standards, the concrete need not be on the job. When the foundation is to be constructed of approved treated wood, additional inspections may be required by the Building Official.

2. Concrete slab or under-floor inspection. To be made after in-slab or under-floor building service equipment, conduit, piping accessories and other ancillary equipment items are in place but before any concrete is placed or floor sheathing installed, including the subfloor.

3. Frame inspection. To be made after the floor, framing, fire blocking and bracing are in place and all pipes, chimneys and vents are complete and the rough electrical, plumbing, and heating wires, pipes, and ducts are approved.

4. Lath and/or wallboard inspection. To be made after lathing and wallboard, interior and exterior, is in place but before plaster is applied or before wallboard joists and fasteners are taped and finished.

5. Final inspection. To be made after finish grading and the building is completed and ready for occupancy.

SECTION 20: Sections 306 and 307 are deleted in their entirety with no substitution.

SECTION 21: Section 308 is hereby amended by adding thereto two new subsections, designated as Subsections 308.3 and 308.4, respectively, reading as follows:

308.3 Construction Power. The Building Official may authorize temporary construction power, which is a privilege granted solely for convenience.

308.4 Revocation of Temporary Connection or Construction Power. Temporary connections of construction power may be revoked, upon written notice, for the use of temporary construction power for permanent occupancy, and may be revoked with or without notice for tampering with the electrical service panel in violation of the National Electrical Code and utility company requirements, or in the event work is suspended or abandoned as described in Subsection 303.4.

SECTION 22: Subsection 309.1 is hereby amended by deleting both the first paragraph thereof and the exception that follows and substituting for that paragraph and exception the following paragraph:

309.1 Use or Occupancy. No building or structure shall be used or occupied and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official approved the building or structure for occupancy, either by means of a Certificate of Occupancy or by the approval of a final inspection.

SECTION 23: Subsection 309.3 is hereby amended by adding and the end thereof the following provisions:

Whenever it is determined that an existing building has never been issued a Certificate of Occupancy, the Building Official may require that the following steps be taken in order to determine a minimal level of compliance with the appropriate technical codes:

1. The performance of a site investigation by an appropriate inspector to review the building's compliance with applicable codes in effect at the time the building was constructed.

2. Written notice to the owner, representative, or tenant identifying deficiencies in code compliance and requiring that actions be taken within a specified time to address such deficiencies.

In connection with these steps, the Building Official may also require that the use or occupancy of the building be ceased pending the correction of deficiencies, but only where the Building Official determines that immediate danger to public safety so requires.

Upon correction of the deficiencies, a Certificate of Occupancy will be issued.

SECTION 24: Section 309 is hereby amended by adding thereto a new subsection, designated as Subsection 309.7, reading as follows:

309.7 Utilities. Upon revocation of a Certificate of Occupancy, the Building Official may order the disconnection or discontinuance of utility services upon at least 3 days written notice to the owner and occupant.

SECTION 25: Table Nos. 3-A to 3-H, inclusive, are hereby deleted in their entirety, and new Table Nos. 3-A, 3-B, 3-C, 3-D, 3-E and 3-F, which were adopted by Ordinance No. 6110, are incorporated by this reference and are adopted in lieu of the tables hereby deleted.

PROVISIONS RELATING TO THE PLUMBING CODE

SECTION 26: In connection with the administration and enforcement of the Uniform Plumbing Code, as adopted by the City, the provisions which are set forth as Sections 27 to 33, inclusive, of this Supplemental Document are hereby adopted.

SECTION 27: **GENERAL PROHIBITIONS AND PROVISIONS**

A. It is unlawful for any person to conduct, carry or engage in the business of plumbing or act in the capacity of a plumbing contractor without first having obtained a license from the State of Nevada Contractor's Board to carry on the trade of plumbing.

B. It is unlawful for any person to conduct, carry on or engage in the business of installing, altering or repairing sewers or private sewage disposal systems without first having obtained a license from the State of Nevada Contractors Board to carry on the trade of plumbing.

C. The minimum job site requirement for an individual leading or directing the installation of plumbing shall be a Southern Nevada licensed journeyman plumber.

D. Contractors and their employees engaged in the construction of underground utility lines are exempt from provisions of this Chapter requiring a Certificate of Qualification, but such contractors must possess both valid State contractor's license and a City business license to carry on the business of contracting, as distinct from engaging in the business of plumbing.

SECTION 28: **DEFINITIONS AND QUALIFICATIONS OF CONTRACTORS AND PLUMBERS**

A. A Plumbing Contractor is a person who holds a license from the State of Nevada Contractors Board and a business license from the City to carry on the trade of plumbing.

B. A licensed Journeyman Plumber is a person who has successfully passed an examination issued by an approved agency in Clark County.

C. A Qualified Individual or QI is a person who has passed an appropriate examination(s) of the State of Nevada Contractors Board subsequent to July 1, 1985, and otherwise meets the qualifications of, and has been accepted by, the State of Nevada Contractors Board as a Qualified Individual in one or more of the subcategories of plumbing contracting (or as appropriate to the work to be permitted) after July 1, 1985.

D. Notwithstanding anything to the contrary in Sections 301 through 309 of this Code, as adopted by the City, the Building Official may authorize approved contractors to install, inspect and verify the proper installation of water heaters and water softeners, without the need to obtain a permit prior to the installation or to obtain an inspection of the work by the City following the installation. In such cases, the Building Official may issue permits for the installation of water heaters and water softeners after the work has been completed and charge an appropriate fee in connection therewith. Each installation must be properly verified, tagged and documented in accordance with procedures set forth by the Building Official. For the purposes of this Subsection, an "approved contractor" is one who:

1. Is properly licensed for the type of work to be performed;
2. Has successfully completed a course on the installation of water heaters and water softeners provided by the City; and
3. Has been approved by the City to participate in the program described in this Subsection.

SECTION 29: **PERMITS; WORKSITE REQUIREMENTS**

A. Permits may be issued to plumbing contractors having a State of Nevada Contractor's license and City business license for any plumbing or drainage work regulated by the Uniform Plumbing Code.

B. Permits may be issued to any properly licensed person to install, alter or enlarge irrigate systems, providing that required backflow prevention devices are installed to existing water lines.

C. Permits may be issued to licensed fire sprinkling contractors or licensed plumbing contractors for the installation of automatic fire existinguishing systems, provided that all work conforms to the requirements of the most recent edition of the National Board of Fire Underwriters Standard #13.

D. Permits may be issued to any person to do plumbing or drainage work regulated by the Uniform Plumbing Code in a single family dwelling used exclusively for living purposes, including the usual accessory buildings or quarters in connection with such buildings, provided that such person is the bona fide owner of such dwelling and accessory buildings or quarters, and the same are occupied or designated to be occupied by said owner.

E. A permit may be issued for the original installation of permanent and rental water softening equipment, provided the work done involves only minor changes in the existing water lines. Every application for a permit shall be accompanied by a sketch or drawing of the proposed installation. The person making the installation, at a minimum, must have successfully passed an examination given by an approved agency for a limited certificate of competency, permitting the holder to make minor changes in the present water system to install only permanent and rental water softening equipment. If the installation involves connecting to the drainage system, this work must

be done by a certified plumber unless the building is provided with a drain connection suitable for the purpose of connecting a water softener. For purposes of this paragraph, "minor changes" in the water system shall be construed to mean that no more than one cut into the existing water lines will be required.

F. A permit may be issued to any general engineering contractor, or to any sewer, sewage disposal, drain and pipelaying contractor, pipeline contractor or industrial piping contractor licensed by the State of Nevada, for work within that contractor's respective specialty or specialties, for the construction and installation of sewer, water, or other underground utility lines on private or public property up to a point not less than 5 feet from the building and, with respect to a manufactured home or recreational vehicle park, for installation of pipeline systems in accordance with approved plans.

G. A permit may be issued to any refrigeration or air conditioning contractor who holds both a valid State of Nevada contractor's license, Classification C-21 (a) or (b), and a valid business license issued by the City, to install gas piping which is directly related and necessary to the repair or replacement of a refrigeration, heating or air conditioning system, not exceeding 500,000 BTUH per permit (based on natural gas input). The permittee shall only use qualified workers who have met City requirements for installation of gas lines. The permittee shall not modify or alter any gas piping except for that gas piping allowed by this Subsection.

H. At least one licensed Journeyman Plumber must be on any job site while work is being performed.

I. Notwithstanding anything to the contrary in Sections 301 through 309 of this Code, as adopted by the City, the Building Official may authorize approved contractors to install, inspect and verify the proper installation of water heaters and water softeners, without the need to obtain a permit prior to the installation or to obtain an inspection of the work by the City following the installation. In such cases, the Building Official may issue permits for the installation of water heaters and water softeners after the work has been completed and charge an appropriate fee in connection therewith. Each installation must be properly verified, tagged and documented in accordance with procedures set forth by the Building Official. For the purposes of this Subsection, an "approved contractor" is one who:

1. Is properly licensed for the type of work to be performed;
2. Has successfully completed a course on the installation of water heaters and water softeners provided by the City; and
3. Has been approved by the City to participate in the program described in this Subsection.

SECTION 30: **PLAN/CALCULATION PREPARATION**

When plans and calculations are not stamped with the seal of an architect or engineer who is responsible for the work, the plumbing contractor shall be responsible for design and

conformance with this Code. The plumbing contractor shall provide on any plans a title block which includes the plumbing contractor's company and individual names, and the State contractor's license number.

EXCEPTION: An owner-builder may prepare plans for the owner-builder's own home. An owner-builder shall provide a title block and sign the building plans.

SECTION 31: **OCCUPANCY FEES FOR SEWER CONNECTION (See Chapter 14.04 of the Las Vegas Municipal Code for Schedule of Fees)**

Occupancy fees for sewer connection shall be due at the time of issuance of building permit or occupancy change. An application for occupancy change shall include the deposit for any additional fees that required to be paid. Credit for existing sewer shall be applied to the new sewer fees based on previous type of occupancy and only when the new occupancy requires an additional fee. The Building Official may authorize the refunding of sewer connection fees which are erroneously paid or collected and in instances where construction is not performed. All applications for refunds must be filed in writing by the original permittee not later than 180 days after the date of payment. All refunds are subject to an administrative fee to cover the processing of permits and refund applications. The administrative fee shall be in the amount of the Permit Issuance and Administration Fee set forth in Table No. 3-D, or 20% of the total connection fee, whichever is less.

SECTION 32: **SEWER TRUNK EXTENSION AND OVERSIZING REFUNDING AGREEMENTS**

A. Sewer trunk extensions and oversizing necessary to serve real property within the City which is incapable of being served by existing sewer trunks may be installed pursuant to refunding agreements, at the discretion of the Director of Public Works, in accordance with the following procedures:

1. An applicant for a "sewer extension" refunding agreement will file an application with the Department of Public Works, accompanied by an approved design of the proposed installation.

2. When a "sewer oversizing" refunding agreement is required, the Department of Public Works shall designate the sizing for the proposed trunk extension; the depth at which it shall be installed; the number, location and type of appurtenances to be included therein; and the location of the area from which the refund therefor will be derived. Two designs shall be prepared for the project, an oversizing design and a base design meeting the capacity needs of the development. Both designs shall have matching pipe crown elevations.

3. Upon receipt of approved design plans, the applicant shall submit to the Department of Public Works at least 3 written bids (sealed) from licensed sewer contractors for the construction of the proposed sewer extension in accordance with the approved plans therefor; provided, however, that the Director of Public Works, at his discretion and upon good cause shown, may waive the requirement of those written bids.

4. Sewer refunding agreements are based on the lowest responsible bid.

Oversizing costs are based on the lowest cost differential between the oversizing design bid and the base design bid. Reimbursable extension costs are based on the lowest bid minus the oversizing costs. Costs involving rock or hard material excavation shall not be included in the original refunding agreements. If the developer encounters rock or hard material excavation, the developer shall notify Off-site Inspection and Testing who will document the amount of hard material excavation encountered. The developer may request an amendment to the agreement based on the amount of hard material excavation encountered. As a prerequisite for City consideration for payment for rock or hard material excavation, notification will be provided to the City prior to commencement of work.

5. Any sewer trunk extension and appurtenant installation under a refunding agreement shall conform to Design and Construction Standards for Wastewater Collection Systems then in force in the City, and shall be subject to the acceptance by the City prior to the use thereof.

6. Upon the completion of construction of any such sewer trunk extension, ôas builtö plans of said installation shall be filed with the Department of Public Works.

B. Recovery of extension costs shall apply only to that portion of the extended sewer trunk in excess of 200 feet from its connection to the existing sewer trunk (the "trunk extension subject to refunding") and terminating at the nearest point of the development. The amount recoverable thereunder shall be as specified in the agreement but not to exceed 95% of the amount, based on the lowest acceptable bid, actually expended by the applicant, after any appropriate adjustment in cost, in the construction of the trunk extension subject to refunding; provided, however, that the cost resulting from any oversizing of such extended sewer trunk at the request of the City shall be pursuant to separate agreement and shall be paid after the acceptance by the City of such extended sewer trunks, or as specified in the agreement.

C. Unless otherwise provided by agreement, refunds pursuant to each refunding agreement shall be made by the City on or before the anniversary date of the refunding agreement in each year on the basis of and shall be limited to $125.00 for each sewer connection fee received during the preceding 12 months from properties adjacent to the limits of the extension agreement. The right to any refund thereunder shall expire on the tenth anniversary of the execution of such agreement. In no event shall the aggregate refund to be made under any such refunding agreement ever exceed ninety-five percent (95%) of the costs expended by the applicant in connection with the installation of the trunk extension subject to refunding.

D. Unless otherwise specified by agreement, refunds associated with sewer extensions and reimbursements associated with oversizing shall be made to the applicant.

SECTION 33: **FEES.**

Fees related to plumbing permits and plumbing work shall be as set forth in Table Nos. 3-A through 3-F.

PROVISIONS RELATING TO THE MECHANICAL CODE

SECTION 34: In connection with the administration and enforcement of the Uniform Mechanical Code, as adopted by the City, the provisions which are set forth as Sections 35 to 37, inclusive, of this Supplemental Document are hereby adopted.

SECTION 35: **LICENSING**

Any person, firm or corporation engaged in the business of installing, repairing, servicing, maintaining or improving heating and air conditioning equipment or ductwork in the City shall first secure a State of Nevada contractor's license and a City business license. Those licenses must be kept valid as long as the licensee is engaged in any business described in this section.

SECTION 36: **QUALIFIED PERSONS**

A. It is unlawful for any person to install, alter, reconstruct, repair or maintain any heating, ventilating, air conditioning or refrigeration equipment or evaporative cooler or cooling tower as described in this Code, unless such person is a qualified person or a regular salaried employee of a qualified person, in which latter case the qualified person shall be responsible for all work done by such employee.

B. The term "qualified person" shall be deemed to mean a person, firm or corporation holding both a valid contractor's license issued by the State of Nevada and a valid City business license, or a person who qualifies under Subsection (C) of this Section.

C. Any permit required by this Code may be issued to any person doing any construction or work regulated by this Code in a single family dwelling used exclusively for living purposes, including usual accessory buildings and quarters in connection with such single family dwelling, provided that:

1. Such person is a bona fide owner of such dwelling, accessory building and quarters;
2. The same are occupied by or intended to be occupied by such owner;
3. For the installation of any equipment, such owner applies for and obtains a permit for such construction work; provided, however, that no permit will be required for the repair, service or maintenance of existing equipment.

SECTION 38: **FEES.**

Fees related to mechanical permits and mechanical work shall be as set forth in Table Nos. 3-A through 3-F.

PROVISIONS RELATING TO THE POOL CODE

SECTION 39: In connection with the administration and enforcement of the Southern Nevada Pool Code, as adopted by the City, the provisions which are set forth as Sections 40 to 44,

inclusive, of this Supplemental Document are hereby adopted.

SECTION 40: **EXISTING INSTALLATIONS**

A. Any swimming pool/spa or water feature lawfully installed prior to the effective date of this Code may have its existing use, maintenance or repair continued if the use, maintenance or repair is in accordance with the original design and location and no hazard to the public health, safety or welfare has been created by such system.

B. The owner or his designated agent shall be responsible for the maintenance of the swimming pool/spa or water feature in a safe and sanitary condition.

SECTION 41: **AUTHORITY TO ABATE**

A. Any portion of a swimming pool/spa or water feature found to be unsafe and/or insanitary as defined herein is hereby declared to be a nuisance.

B. Where a nuisance exists or a system is maintained in violation of this Code, the Building Official shall have authority to provide notice of, and require the abatement of, the nuisance in any manner provided by law.

SECTION 42: **PERMIT REQUIRED**

A. It shall be unlawful for any person to install, remove, repair or replace or cause to be installed, removed, repaired or replaced, any swimming pool/spa or water feature within a building or upon any premises without first obtaining a permit to do such work from the Building Official.

B. A separate permit shall be obtained for each building structure or swimming pool/spa or water feature.

EXCEPTION: A permit is not required for repairs and remodeling which involve only the replacement of component parts of existing work with similar materials and do not affect any structural, electrical, mechanical, or plumbing installations.

SECTION 43: **APPLICATION FOR PERMIT**

A. A permit application may be made by a person entitled to apply for and receive a permit, on forms provided for that purpose. The application shall include a description of the character of the work proposed to be done and the location, ownership, occupancy and use of the premises in connection therewith. The Building Official may require plans, specifications or drawings and such other information as may be deemed necessary before issuance of a permit per Section 101.6 of this Code.

B. An application for a permit for new construction shall be accompanied by plans as required by the Building Official, and in sufficient detail, to include the following:

1. Plot plans dimensioned and drawn to a reasonable scale and showing at least the following:

a. Property lines, easement, right-of-way of record, and overhead utilities over the property adjacent to the pool/spa or water feature.

b. Existing structures, fences, retaining walls, irregular grades, and other relevant characteristics adjacent to the pool/spa or water feature.

c. The proposed pool/spa or water feature shape and type, dimensioned and located to show setbacks, side yards and clearance from existing structures adjacent to the pool/spa or water feature.

d. The proposed mechanical equipment pad location in relation to setbacks and side yards.

e. All diving and deck equipment items if included.

f. The proposed deck work configuration showing its anticipated drainage.

2. A structural plan showing at least the following:

a. The type of construction.

b. The pool/spa or water feature dimensions, including the depth, surface area, and adequate cross-sections drawn to scale.

c. Computations, stress diagrams, and other data sufficient to show the correctness of the plans, including the reinforcing steel schedule and detail, if applicable.

d. Contractor's structural calculations (stamped and signed by a registered engineer) for pools, spas, spa dam walls, raised bond beams, surcharges, waterscape and all other unusual conditions.

e. Detailed drawings of the items listed in (e), which shall be stamped and signed by the engineer of record and show:

i. Plan views.

ii. Cross sections.

iii. Reinforcing steel size.

iv. Reinforcing steel spacing.

v. Thickness of walls.

3. A mechanical plan showing at least the following:

a. The volume, system flow rate in gallons per minute (GPM's), and turnover in hours.

b. The type and size of filtration system and means of waste disposal.

c. The type and size of the pool heater, including the method of venting and provisions for combustion air, if applicable.

d. The pool piping layout and types of material to be used, and showing the location of the main outlet, surface skimmers and inlets.

e. The rated capacity of the pool pump in GPM's at the design head with the size and type of motor indicated and identified as to type of pump.

f. The means of adding make-up water.

g. The size and length from source to heater and routing of gas line, if applicable.

h. The size and location of existing electrical service.

C. If the Building Official determines that the plans, specifications, drawings, descriptions, or information furnished by the applicant are in compliance with this Code, the permit applied for shall be issued upon payment of the required fees.

D. The Building Official shall further require that permits be obtained by the persons responsible for all of the electrical, plumbing, related utility connections and heating work in conjunction with issuance of the building permit for the swimming pool/spa or water feature.

E. All plans and documents submitted shall be on substantial paper and shall show the name and address of the person under whose supervision the documents were prepared.

F. Nothing in this Section or in its implementation shall void or diminish the applicability of any other requirement of any other department or agency having jurisdiction.

SECTION 44: **FEES.**

Fees related to permits and work under the Pool Code shall be as set forth in Table Nos. 3-B,3-C, 3-D and 3-E.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-11
(Updates the City's Administrative Code, relating to the administration of the various building and technical codes)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-11, that will update the City's Administrative Code, relating to the administration of the various building and technical codes.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

Unknown; dependent on how many applicants for large-scale projects need research services

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Unknown; dependent on how many applicants for large-scale projects need research services. Likely not to exceed $2500 per year

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:

Offset research-related costs

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 16, 2011

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-12 – Adopts the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. 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 adopt the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

RECOMMENDATION:
ADOPTION at 4/6/2011 City Council Meeting pursuant to the 3/15/2011 Recommending Committee Meeting.

First Reading – 3/2/2011; First Publication – 3/24/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-12
2. Southern Nevada Amendments to the 2009 Uniform Plumbing Code
3. Business Impact Statement

BILL NO. 2011-12

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2009 EDITION OF THE UNIFORM PLUMBING CODE, TOGETHER WITH AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 28, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.28.010: Those certain documents, [three] copies of each being on file in the Office of the City Clerk, and designated as follows, are adopted by reference and made a part of this Code, to the same effect as if set out herein in full:

(A) Uniform Plumbing Code, [2006] 2009 Edition, including its Standards and Appendices, except as otherwise indicated, designated as Part 1 of this Chapter; and

(B) A document entitled ["Southern Nevada Amendments to the 2006 Uniform Plumbing Code,"] "Southern Nevada Amendments to the 2009 Uniform Plumbing Code," adding to, deleting from and amending the Uniform Plumbing Code, [2006] 2009 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled Southern Nevada Amendments to the 2009 Uniform Plumbing Code is attached hereto.

SECTION 3: The document entitled "Southern Nevada Amendments to the Uniform Plumbing Code, 2009 Edition," is amended by adding thereto the following language:

Section 313.4 of the Uniform Plumbing Code, 2009 Edition, is amended by adding thereto a new sentence, reading as follows:

All copper piping under the slab must be sleeved.

SECTION 4: The Uniform Plumbing Code, 2006 Edition, and the 2006 Southern

Nevada Plumbing Code Amendments, as amended, are hereby repealed in their entirety.

SECTION 5: This Ordinance shall become effective on July 5, 2011.

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 2-16-11
_____
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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
713 S. 4th Street
Las Vegas, NV 89101

Phone: 702-229-6257
Fax: 702-382-1731
Email:
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MEMBERS

Chris Knight, Chair
City of Las Vegas

Greg Blackburn
City of North Las Vegas

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Brent Steed
Pahrump Regional
Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2009

UNIFORM PLUMBING CODE

Approved by SNBO
July 23, 2010

Chapter 1 Administration.

Delete Chapter 1, with the exception of Sections 101.1, 101.2 and 103.1.3 and revise Section 103.1.3, as follows:

103.1.3 Plumbing Licensing Provision. Provision for licensing shall be determined by the Administration Provision of Authority Having Jurisdiction.

Section 205 Definitions.

Add a new definition to Section 205 to be placed in alphabetical order, as follows:

Combustible Construction - Combustible construction shall mean work within any building or structure classified as Type III, Type IV or Type V as defined in the Building Code. Plastic piping is not permitted in Type I and Type II buildings.

Section 311.4 Prohibited Fittings and Practices.

Revise Section 311.4 by deleting the second sentence and adding a new exception, as follows:

311.4 Except as hereinafter provided in Sections 908.0, 909.0 and 910.0, no vent pipe shall be used as a soil or waste pipe, nor shall any soil or waste pipe be used as a vent.

> **Exception:** Single stack DWV systems may be used provided they are designed by a Nevada registered Mechanical Engineer and approved by the authority having jurisdiction.

Section 402.2 Water Closets.

Revise Section 402.2 in its entirety, as follows:

402.2 Water Closets. Water closets, either flush tank, flushometer tank, or flushometer valve operated, shall have an average consumption of 1.6 gallons (6.1 liters) of water per flush. A timing device or other mechanism which will automatically flush a water closet periodically or continually is prohibited.

Section 402.3 Urinals.

Revise Section 402.3 in its entirety, as follows:

402.3 Urinals. Urinals shall have an average water consumption of 1 gallon (3.8 liters) of water per flush. A timing device or other mechanism which will automatically flush a urinal periodically or continually is prohibited.

Section 411.2 Location of Floor Drains.

Add a new Section, 411.2.4, as follows:

411.2.4 All Fire Pump rooms shall be provided with a (3) inch (76 mm) minimum floor drain which must be connected to an approved trap primer.

Section 412.1 Minimum Number of required Fixtures.

Delete Sections 412.2 through 412.6 and Table 4-1 in their entirety and revise Section 412.1, as follows:

412.1 Minimum Number of Required Fixtures. Plumbing fixtures shall be provided for the type of occupancy and in the minimum number as required by the currently adopted Building Code.

Section 413.1 Limitation of Hot Water Temperature for Public Lavatories.

Add a new Exception to Section 413.1, as follows:

413.1 Limitation of Hot Water Temperature for Public Lavatories. Hot water delivered from public use lavatories shall be limited to a maximum temperature of 120ºF (49ºC) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

Exception: An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120ºF.

Section 414.5 The Limitation of Hot Water in Bathtubs and Whirlpool Bathtubs.

Add a new Exception to Section 414.5, as follows:

414.5 The Limitation of Hot Water in Bathtubs and Whirlpool Bathtubs. The maximum hot water temperature discharging from the bathtub and whirlpool bathtub filler shall be limited to 120ºF (49ºC) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

Exception: An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120ºF.

Section 416.3 Limitation of Water Temperature in Bidets.

Add a new Exception to Section 416.3, as follows:

416.3 Limitation of Water Temperature in Bidets. The maximum hot water temperature discharging from a bidet shall be limited to 110ºF (43ºC) by a device that conforms to ASSE 1070 or CSA B125.3. The water heater thermostat shall not be considered a control for meeting this provision.

Exception: An ASSE 1017 listed device may be acceptable when the maximum temperature setting for the device is 120ºF. In no case shall the setting for the bidet exceed 110°F.

Section 509.3.1 Access to Appliances on Roofs.

Revise Section 509.3.1, as follows:

509.3.1 Gas utilization appliances located on roofs or other elevated locations shall be accessible~~.~~ by permanent roof access ladders, as follows:

(1) Each ladder shall have side railings which extend at least thirty (30) inches (762 mm) above the roof or parapet wall.

(2) Each ladder shall be a minimum of fourteen (14) inches (356 mm) in width.

(3) Each ladder rung shall be spaced at a maximum of fourteen (14) inches (356 mm) on center.

(4) Each ladder shall have a minimum of a six (6) inch (152 mm) toe space.

(5) Each ladder shall have intermediate horizontal landings whenever the ladder height exceeds eighteen feet (5486 mm) above finished grade. Landings shall be placed at eighteen foot (5486 mm) intervals, maximum.

Exceptions:

1. Permanent exterior ladders providing roof access need not extend closer than eight (8) feet (2438 mm) to the finish grade.
2. A portable ladder may be used for access for Group R Division 3 and 4 and U occupancies.

3. Permanent ladders for equipment access need not be provided at parapets or walls less than thirty (30) inches (762mm) in height.

Section 510.6 Gas vents.

Add a new Exception to Section 510.6.2, item #1, as follows:

510.6.2 A gas vent shall terminate in accordance with one of the following:

(1) Above the roof surface with a listed cap or listed roof assembly. Gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 5-2, provided they are at least eight (8) feet (2.4 m) from a vertical wall or similar obstruction. Other gas vents shall terminate not less than two (2) feet (0.6 m) above the highest point where they pass through the roof and at least two (2) feet (0.6 m) exceeding any portion of a building within ten (10) feet (3.1 m).

Exception: A single-family residence having gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 5-2, provided they are at least four (4) feet (1.2 m) from a vertical wall or similar obstruction.

Items (2) through (6) remain unchanged.

Section 603.3 General Requirements.

Revise Section 603.3.3, as follows:

603.3.3 The premise owner or responsible person shall have the backflow prevention assembly tested by a certified backflow assembly tester at the time of installation, repair, or relocation and not less than on an annual schedule thereafter, or more often when required by the Authority Having Jurisdiction. The certified tester shall leave a copy of their backflow certification on site along with a copy of the certification of each device tested. These documents shall be recorded into the permanent record at the time of installation. The periodic testing shall be performed in accordance with the procedures referenced in Table 14-1 by a tester qualified in accordance with those standards.

Section 603.4.12 Potable Water Supply to Carbonators.

Revise Section 603.4.12, as follows:

603.4.12 Potable Water Supply to Carbonators. Potable water supply to carbonators shall be protected by a listed reduced pressure principle backflow preventer as approved by the authority having jurisdiction.

Section 604.0 Materials.

Add a new Section 604.1.1, as follows:

604.1.1 Plastic piping shall be limited to buildings defined as combustible construction by this code.

Section 608.5 Relief Valves.

Revise Section 608.5 Relief Valves, as follows:

608.5 Relief Valves. Relief valves located inside a building shall be provided with a drain, not smaller than the relief valve outlet, of galvanized steel, hard- drawn copper piping and fittings, CPVC, flexible corrugated connectors complying with 604.12, or listed relief valve drain tube with fittings that will not reduce the internal bore of the pipe or tubing (straight lengths as opposed to coils) and shall extend from the valve to the outside of the building with the end of the pipe not more than two (2) feet (610 mm) nor

less than six (6) inches (152 mm) above the ground or the flood level of the area receiving the discharge and pointing downward. Temperature and Pressure Relief (T & P) drains shall discharge to the exterior of the building unless structural conditions or the manufacturers listing prevent this termination. T & P drains may discharge through an air gap into a secondary clothes washer port, or through an air gap in a floor sink or a floor drain provided they are located in normally unoccupied areas. No part of such drain pipe shall be trapped or subject to freezing. The terminal end of the drain pipe shall not be threaded.

Section 701.0 Materials.

Revise Section 701.0 by adding a new Section 701.1.2.1 Materials, as follows:

701.1.2.1 Materials. Plastic piping used for drainage waste and vent systems shall be limited to buildings defined as combustible construction by this code.

Section 704.3 Fixture Connections (Drainage)

Revise Section 704.3, as follows:

704.3 Pot sinks, scullery sinks, dishwashing sinks, silverware sinks, commercial dishwashing machines and other similar fixtures shall be indirectly connected to the drainage systems by means of an air gap.

Section 707.10 Cleanouts

Add a new Exception to Section 707.10, as follows:

707.10 Cleanout fittings shall be not less in size than those given in Table 7-6.

Exception: Where a 2-1/2" (inch) cleanout is required, a 2" (inch) cleanout may be used for horizontal branch waste lines.

Section 710.1 Drainage of Fixtures Located Below the Next Upstream Manhole or Below the Main Sewer level.

Delete Section 710.1, in its entirety and replace, as follows:

710.1 Drainage Piping servicing fixtures which have flood level rims located below the elevation of the next upstream manhole cover of the public or private sewer serving such drainage piping shall be protected from backflow of sewage by installing an approved type backwater valve; Other than a single dwelling unit served by an individual sewer, fixtures above such elevation shall not discharge through the backwater valve.

Section 801.2.2 Food and Beverage Handling Establishments.

Revise Section 801.2.2, as follows:

801.2.2 For walk-in coolers, floor drains shall be permitted to be connected to a separate drainage line discharging into an outside receptor. The flood level rim of the receptor shall be not less than six (6) inches (152 mm) lower than the lowest floor drain. Such floor drains shall be trapped and individually vented. Cleanouts shall be provided at every ninety (90) degree (1.6 rad) turn and shall be accessibly located. Such waste shall discharge through an airgap into a trapped and vented receptor, except that full-size airgap is required where the indirect waste pipe may be under vacuum.

Section 801.2.4 Floor Sinks.

Revise Section 801.2 by adding a new Section 801.2.4 Floor Sinks, as follows:

801.2.4 Floor Sinks. Floor sinks shall be installed flush with the finished floor and shall be accessible for cleaning.

Section 804.1 Indirect Waste Receptors.

Revise Section 804.1 by adding a new second paragraph, as follows:

When any indirect waste piping other than the discharge from the clothes washer is terminated into a washer box, a double port clothes washer box shall be used. The second port shall be permanently connected to the vertical receptor standpipe via a wye branch fitting or a listed multiport clothes washer box may be used. The clothes washer shall discharge through an air break into the primary receptor standpipe. All other indirect waste piping shall discharge into the secondary port through an air gap.

Section 903.0 Materials.

Revise Section 903.1 by adding a new section 903.1.2.1, as follows:

903.1.2.1 Plastic piping used for drainage waste and vent systems shall be limited to buildings defined as combustible construction by this code.

1009.0 Gravity Grease Interceptors.

Delete Sections 1009.0 through 1017.2, retain Table 10-3 and add new Sections 1009.0, 1010.0, 1011.0, 1012.0 and 1013.0, as follows:

1009.0 - Gravity Grease interceptors

1009.1 General. A grease interceptor shall be provided for proper handling of liquid wastes containing grease. A grease interceptor as described in these standards shall be installed in any business establishment with kitchen facilities including restaurants, cafes, lunch counters, cafeterias, supermarkets, convenience stores, bakeries, bars and clubs, hotels, hospitals, sanitariums, factory or school kitchens, or any other commercial establishment where grease may be introduced into the sewer system.

Special consideration shall be given to every fish, fowl and animal slaughterhouse or establishment; every fish, fowl and meat packing or curing establishment; every soap factory, tallow rendering, fat rendering and hide curing establishment; or any other establishment from which considerable amounts of grease are likely to be discharged into the sewer system. Written application describing exact operation and anticipated volumes of grease shall be made to the Sanitation Authority Having Jurisdiction to determine the standards for such systems.

1009.2 Fixtures. The waste discharge from fixtures and equipment which may contain grease from the businesses set out previously shall be drained through a grease interceptor or grease interceptors. Fixtures such as, but not limited to, the following are included: scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and similar cooking equipment, trash compactors, floor drains in grease generating areas, and trash can wash areas.

1009.3 Prohibited fixtures. The waste lines from toilets, urinals, and other similar fixtures shall not drain through a grease interceptor.

1009.4 Location.

(1) Grease interceptors shall be so installed and connected that they shall be at all times easily accessible for inspection, cleaning and removal of the intercepted grease.

(2) Grease interceptors shall be placed as close as practical to the fixtures served.

(3) Grease interceptors shall be located on the exterior of buildings unless specifically approved otherwise in writing by the health district.

(4) Grease interceptors shall be so located as to be accessible for service without the use of ladders or the removal of bulky equipment.

(5) Location of all grease interceptors shall be shown on the approved plans.

(6) Each grease interceptor shall serve only one business establishment. Multiple business connections to a single interceptor are not permitted. Unless approved by the sanitation authority in writing.

(7) An accessible hose bib shall be located within 25 feet (7620 mm) of every grease interceptor.

1009.5 Size.

(1) Grease interceptors shall be sized in accordance with Table 10-3. Interceptors shall not be more than one size larger than required in Table 10-3.

NOTE: For situations not covered by Table 10-3, a submittal showing the interceptor size and calculations shall be approved by the sanitation authority prior to building official plan approval. For business establishments other than commercial restaurants, a specific submittal shall be approved by the sanitation authority prior to building official plan approval. Such designs shall be prepared by a Nevada Registered Engineer.

(2) All grease interceptors shall have a minimum of two compartments with a minimum of 3 inch (76.2 mm) diameter fittings designed for grease retention. The fittings shall be installed in the following manner: A sanitary tee shall be installed at the inlet, a sanitary tee on the inlet side of the interceptor baffle, and a sanitary tee installed at the outlet.

(3) There shall be adequate access for cleaning all areas of the separator. A minimum of one access point into each compartment within the separator shall be provided. In addition, no access points shall be further apart than 10 feet (3048 mm) regardless of the number of compartments. Separator covers shall be of gas-tight construction. Interceptor covers shall have a minimum opening dimension of twenty (20) inches (508 mm) in diameter.

(4) All waste shall enter the grease interceptor through the inlet pipe.

(5) Grease interceptors shall be so designed that they will not become air bound. Each interceptor shall be properly vented with a relief vent located on the outlet side of the interceptor.

(6) Cleanouts shall be installed in the drainage piping inlet and outlet side of each grease interceptor and the outlet side of each sample box.

(7) Each fixture discharging into a grease interceptor shall be individually trapped and vented in an approved manner.

(8) Each grease interceptor shall have an approved water seal of not less than two (2) inches (50.8 mm) in depth or the diameter of its outlet whichever is greater.

(9) When grease interceptors are located in areas of pedestrian or vehicle travel, the design of the interceptor shall be adequate to support the imposed load. Structural calculations to verify its adequacy may be required.

(10) A sample box shall be provided on the outlet side of each grease interceptor down stream of the required cleanout and vent.

1009.6 Water Test. A water test shall be applied to the level of the top of the interceptor inlet opening through the outlet opening or discharge side of the sample box. Interceptors shall show no leakage from section seams, pinholes or other imperfections. Any leakage below this level is cause for rejection.

(1) **Backfill**. Interceptors shall not be backfilled until the inspection has been made to verify there are no leaks.

1010.0 Sand/Oil Interceptors.

1010.1 Where Required. An interceptor shall be provided for the proper handling of liquid wastes containing oil (of petroleum origin), sand, inert solids or any other similar substances.

NOTE: A sand/oil interceptor is not intended for the disposal of hazardous waste or as a backup system for accidental spills.

Interceptors as described in these standards shall be installed in, but not limited to, the following locations: car washes, motor vehicle, boat or airplane storage yards, gasoline and diesel service stations, repair garages or any other similar facility which may introduce sand and oil into the sewer system.

Submittal of a written application describing the exact facility operation and the types and anticipated volumes of waste to be generated may be required by the building official.

1010.2 Fixtures. The waste discharge from fixtures and equipment which may contain sand, oil-based wastes and inert solids shall drain only through an interceptor. This requirement includes, but is not limited to, the following: floor drains, floor sinks, special processing equipment, trench drains, and area drains.

1010.3 Prohibited Fixtures. The waste line from toilets, urinals, lavatories and other similar fixtures, which discharge domestic wastes only, shall not drain through the interceptor.

1010.4 Location.

(1) Sand/ oil interceptors shall be so installed and connected that they shall be at all times accessible for inspection, cleaning and removal of the intercepted waste.

(2) Sand / oil interceptors shall be placed as close as practical to the fixtures served.

(3) Sand/ oil interceptors shall be located on the exterior of buildings unless specifically approved otherwise in writing by the sanitation authority.

(4) Sand/ oil interceptors shall be located as to be accessible for service without the use of ladders or the removal of bulky equipment.

(5) Location of all sand/oil interceptors shall be shown on the approved plans.

(6) Each sand/ oil interceptor shall serve only one business establishment. Multiple business connections to a single sand/ oil interceptor are not permitted unless approved by the sanitation authority in writing.

1010.5 Size and Design.

(1) All sand/oil interceptors shall be a minimum of three hundred (300) gallons (40 cubic feet) (1136 l) of total liquid capacity with a minimum floating liquid capacity of 55 gallons (208 l).

(2) All sand/oil interceptors shall have a minimum of two compartments with a minimum of 3 inch (76.2 mm) diameter fittings designed for retention. The fittings shall be installed in the following manner: a 90^0 long sweep shall be installed at the interceptor inlet, a sanitary tee shall be installed on the inlet side of the interceptor baffle, and a sanitary tee installed at the outlet.

(3) There shall be adequate access for cleaning all areas of the separator. A minimum of one (1) access point into each compartment within the separator shall be provided. In addition, no access points shall be further apart than ten (10) feet (3048 mm) regardless of number of compartments. Access covers shall have a minimum opening dimension of twenty (20) inches (508 mm) in diameter. Separator covers shall be of gas-tight construction.

(4) The sand/oil interceptor shall be properly vented and designed to prevent it from becoming air bound in accordance with this code.

(5) Each business establishment for which a sand/oil interceptor is required shall be provided with an interceptor which shall serve that establishment only and no others. Separate owners or lessees within a large business or establishment shall require separate interceptors.

(6) Each sand/oil interceptor shall have a water seal of not less than six (6) inches (152 mm).

(7) When separators are located in areas of foot or vehicle traffic, the design of the separator shall be adequate for the imposed load. Structural calculations performed by a Nevada Registered Engineer to verify adequacy may be required.

(8) Any private or public wash rack or slab used for cleaning machinery or machine parts, shall drain to a sand/oil separator, and shall be adequately protected against storm or surface water intrusion.

(9) Design standards other than those listed above may be acceptable. Redwood baffles shall not be used for new or existing interceptors. Any alternate design shall be prepared by a Nevada Registered Engineer and submitted for review and approval by the sanitation authority and the building official.

(10) Cleanouts shall be installed in the drainage piping inlet and outlet side of each sand/oil interceptor and the outlet side of each sample box.

(11) A sample box shall be provided on the outlet side of the interceptor down stream of the required cleanout and vent.

1010.6 Water Test. A water test shall be applied to the level of the top of the interceptor inlet opening through the outlet opening or discharge side of the sample box. Interceptors shall show no leakage from section seams, pinholes or other imperfections. Any leakage below this level is cause for rejection.

(1) **Backfill**. Interceptors shall not be backfilled until the inspection has been made to verify there are no leaks.

1011.0 Maintenance of interceptors.

1011.1 Grease and sand/oil interceptors shall be maintained in efficient operating condition by periodic removal of the accumulated grease or sand/oil. No such collected grease, sand/oil, or any material collected from the interceptor shall be introduced into any drainage piping, public or private sewers. The materials removed from interceptors shall be handled and disposed of in a proper manner in accordance with published health district and sanitation authority requirements. Illegal dumping of waste into the sewer shall not be allowed.

1011.2 Maintenance records for each installed interceptor shall be maintained on the premises at all times and presented to a duly authorized agent of the sanitation authority upon request.

1011.3 The Authority Having Jurisdiction shall have the authority to mandate the installation of additional equipment or devices and enforce a maintenance program.

1012.0 Abandoned interceptors. Abandoned interceptors shall be cleaned and filled as required by Section 722.0 of the Plumbing Code for abandoned sewers and sewage disposal facilities.

1013.0 Existing Buildings. Whenever an existing building has a change in use which requires an interceptor or whenever there is an increase in the total number of drainage fixture units served by an existing interceptor, one or more interceptors shall be installed in the drainage system serving the building meeting the requirements of Section 1009 and 1010.

Section 1101.3 Material Uses.

Revise Section 1101.3 by adding a new Section 1101.3.1, as follows:

1101.3.1 Plastic piping used for rainwater systems shall be limited to buildings defined as combustible construction by this code.

Section 1101.5.1 Subsoil Drains.

Revise Section 1101.5.1, as follows:

1101.5.1 Where required by the geotechnical engineer or the authority having jurisdiction, subsoil drains shall be provided around the perimeter of buildings having basements, cellars, or crawl spaces or floors below grade. Such subsoil drains may be positioned inside or outside of the footing, shall be of perforated, or open-jointed approved drain tile or pipe not less than three (3) inches (80 mm) in diameter, and shall be laid in gravel, slag, crushed rock, approved three-quarter (3/4) inch (19.1 mm) crushed recycled glass aggregate, or other approved porous material with a minimum of four (4) inches (102 mm) surrounding the pipe on all sides. Filter media shall be provided for exterior subsoil piping.

Delete Section 1101.9, Filling Stations and Motor Vehicle Washing Establishments, in its entirety.

Delete Section 1101.10, Paved Areas, in its entirety.

Delete Section 1103.0, Traps on Storm drains and Leaders, in its entirety.

Delete Section 1104.3, Combining Storm with Sanitary Drainage, in its entirety.

Section 1203.3 Fuel gas.

Revise Section 1203.3 by adding a new Section 1203.3.1, as follows:

1203.3.1 Dry Gas – A gas having a moisture and hydrocarbon dew point below any normal temperature to which the gas piping is exposed. Southern Nevada shall be considered a dry gas condition area unless specified by the local gas purveyor.

Section 1211.1.6 Piping Underground Beneath Buildings.

Delete Section 1211.1.6 in its entirety and replace, as follows:

1211.1.6 Piping Underground Beneath Buildings. No gas piping shall be installed in or on the ground under any building or structure unless installed in gastight conduit, and all exposed gas piping shall be kept at least six (6) inches (152 mm) above grade or structure. The term "building or structure" shall include structures such as porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances. All gas piping under a slab shall be capable of being removed and replaced.

The conduit shall be of material approved for installation underground beneath buildings and not less than Schedule 40 pipe. The interior diameter of the conduit shall be not less than one-half (1/2) inch (15 mm) larger than the outside diameter of the gas piping.

The conduit shall extend to a point at least (12) inches (305 mm) beyond any area where it is required to be installed or to the outside wall of a building, and the outer ends shall not be sealed. Where the conduit terminates within a building, it shall be readily accessible and the space between the conduit and the gas piping shall be sealed to prevent leakage of gas into the building.

Exception: Products listed for such use.

Section 1211.3.2 Connections.

Revise item (4) in Section 1211.3.2, as follows:

1211.3.2 Connections. Where gas piping is to be concealed, unions, tubing fittings, bushings, and compression couplings made by combinations of fittings shall not be used. Connections shall be of the following types:

(1) Pipe fittings such as elbows, tees, and couplings.

(2) Joining tubing by brazing (see Section 1209.5.8.2).

(3) Fittings listed for use in concealed spaces that have been demonstrated to sustain, without leakage, any forces due to temperature expansion or contraction, vibration, or fatigue based on their geographic location, application or operation.

(4) Where necessary to insert fittings in gas pipe that has been installed in a concealed location, the pipe shall be reconnected by welding, flanges, or with right and left couplings.

Section 1214.3 Test Pressure.

Delete Section 1214.3.1 in its entirety and replace, as follows:

1214.3.1 This inspection shall be made after all piping authorized by the permit has been installed and after all portions thereof which are to be covered or concealed are so concealed and before any fixtures, appliance, or shutoff valve has been attached thereto. This inspection shall include an air, CO2 or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than ten (10) pounds per square inch (68.9 kPa) gauge pressure, or at the discretion of the Administrative Authority, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. Test pressures shall be held for a length of time satisfactory to the Administrative Authority, but in no case for less than fifteen (15) minutes, with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches (356 mm) water column pressure, the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa) and shall be continued for a length of time satisfactory to the Administrative Authority, but in no case for less than thirty (30) minutes. These tests shall be made using air, CO2, or nitrogen pressure only and shall be made in the presence of the Administrative Authority. All necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conducting tests shall comply with Section 319.0, Test Gauges.

Delete Chapter 13, Health Care Facilities and Medical Gas and Vacuum Systems, in its entirety.

Delete Chapter 15, Firestop Protection, in its entirety.

Delete Chapter 16, Part 1 - Gray Water Systems, Sections 1601 through 1612 in their entirety.

Section 1613.0 Reclaimed Water Systems - General.

Revise Section 1613.0 (A), as follows:

1613.0 Reclaimed Water Systems - General.

(A) The provisions of Part II of this chapter shall not be allowed in residential buildings and shall apply to the installation, construction, alteration, and repair of reclaimed water systems intended to supply uses such as water closets urinals, trap primers for floor drains, floor sinks, irrigation, industrial processes, water features and other uses approved by the Authority Having Jurisdiction. Potable water supplied as makeup water in these systems shall be protected against back-pressure and back-syphonage in accordance with Sections 602.0 and 603.0.

Delete Appendix F, Firefighter Breathing Air Replenishment Systems, in its entirety.

Delete Appendix K, Private Sewage Disposal Systems, in its entirety.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-12
(Adopts the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-12, that will adopt the 2009 Edition of the Uniform Plumbing Code, together with amendments thereto, as the City's Plumbing Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-13 – Adopts the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. 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 adopt the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

RECOMMENDATION:
ADOPTION at 4/6/2011 City Council Meeting pursuant to the 3/15/2011 Recommending Committee Meeting.

First Reading – 3/2/2011; First Publication – 3/24/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-13
2. Southern Nevada Amendments to the 2009 Uniform Mechanical Code
3. Business Impact Statement

BILL NO. 2011-13

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2009 EDITION OF THE UNIFORM MECHANICAL CODE, TOGETHER WITH AMENDMENTS THERETO, AS THE CITY'S MECHANICAL CODE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 24, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.24.010: Those certain documents, [three] copies of each being on file in the office of the City Clerk, and designated as follows, are adopted by reference and made a part of this Code, to the same effect as if set out herein in full:

(A) Uniform Mechanical Code, [2006] 2009 Edition, designated as Part 1 of this Chapter; and

(B) A document entitled the ["Southern Nevada Amendments to the 2006 Uniform Mechanical Code,"] "Southern Nevada Amendments to the 2009 Uniform Mechanical Code," adding to, deleting from and amending the Uniform Mechanical Code, [2006] 2009 Edition, designated as Part 2 of this Chapter.

SECTION 2: The document entitled the "Southern Nevada Amendments to the 2009 Uniform Mechanical Code," which is attached hereto, is hereby modified as set forth in Section 3 of this Ordinance.

SECTION 3: The amendment concerning Chapter 1 Administration is modified so that it reads:

Chapter 1 is deleted in its entirety except Sections 101.0 Title, 102.0 Purpose and 103.0 Scope.

SECTION 4: The Uniform Mechanical Code, 2006 Edition, and the Southern Nevada 2006 Mechanical Code Amendments are hereby repealed in their entirety.

SECTION 5: This Ordinance shall become effective on July 5, 2011.

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 2-16-11
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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
713 S. 4th Street
Las Vegas, NV 89101

Phone: 702-229-6257
Fax: 702-382-1731
Email:
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MEMBERS

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Pahrump Regional
Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2009

UNIFORM MECHANICAL CODE

Approved by SNBO
July 23, 2010

Chapter 1 Administration.

Delete Chapter 1 in its entirety, except for Section 101.0 Title and Section 101.2 Purpose.

Section 205.0 Definitions.

Add a new definition to Section 205.0, as follows:

Combustible Construction - Combustible construction shall mean work within any building or structure classified as Type III, Type IV, or Type V as defined in the Building Code. Plastic piping is not permitted in Type I and Type II buildings.

Section 303.1.1 Plastic Pipe Use.

Add a new Section 303.1.1, Plastic Pipe Use, as follows:

303.1.1 Plastic Pipe Use. Plastic materials listed for use in mechanical equipment are acceptable as an alternate to other approved materials for use in installations in combustible construction only.

Exceptions:

(1) Approved plastic control tubing of mechanical equipment may be used in buildings or structures of all construction classifications when installed in accordance with their listings.

(2) When restricted by other sections of this code.

Section 309.2 Condensate Control.

Revise Section 309.2, as follows:

309.2 Condensate Control. When a cooling coil or cooling unit is located in an attic or furred space where damage may result from condensate overflow an additional watertight pan of corrosion-resistant metal shall be installed beneath the cooling coil or unit top to catch the overflow condensate due to a clogged primary condensate drain or one of the following methods may be used:

(1) One pan with a standing overflow and a separate secondary drain may be provided in lieu of the secondary drain pan.

(2) One pan with a standing overflow and a water level detection device in lieu of the secondary drain pan. The water level detection device shall conform to UL 508 and shall shut off the equipment served in the event that the primary drain is blocked. The device shall be installed in the overflow drain line or in the equipment-supplied drain pan, located at a point higher than the primary drain line connection and below the overflow rim of the drain pan.

Exception: Fuel-fired appliances that automatically shut down operation in the event of a stoppage in the condensate drainage system.

The additional pan or the standing overflow shall be provided with a drain pipe, minimum 3/4 inch (19.1 mm) nominal pipe size, discharging at a point that can be readily observed.

This requirement is in addition to the requirements in Sections 309.3 and 309.4.

Section 504.3 Moisture Exhaust Ducts.

Revise Section 504.3.1 by adding a new exception, as follows:

504.3.1 Moisture Exhaust Ducts. Moisture exhaust ducts shall terminate on the outside of the building and shall be equipped with a back-draft damper. Screens shall not be installed at the duct termination.

Ducts for exhausting clothes dryers shall not be connected or installed with sheet metal screws or other fasteners which will obstruct the flow. Clothes dryer moisture exhaust ducts shall not be connected to a gas vent connector, gas vent or chimney and shall only serve clothes dryers. Clothes dryer moisture exhaust ducts under positive pressure shall not extend into or through ducts or plenums.

Exception: When moisture exhaust ducts terminate vertically through a roof, backdraft dampers are not required.

Section 504.3.2.2 Length Limitation.

Revise Section 504.3.2.2 by adding a new exception, as follows:

504.3.2.2 Length Limitation. Unless otherwise permitted or required by the dryer manufacturer's installation instructions and approved by the Authority Having Jurisdiction, domestic dryer moisture exhaust ducts shall not exceed a total combined horizontal and vertical length of fourteen (14) feet (4,263 mm), including two (2) 90 degree (1.57 rad) elbows. Two (2) feet (610 mm) shall be deducted for each 90 degree (1.57 rad) elbow in excess of two.

Exception: Lengths may be increased when justified by calculations prepared by a Nevada Licensed Mechanical Engineer.

Section 510.7.2 Interior Installations.

Add a new Section 510.7.2.4, as follows:

510.7.2.4 Unless specifically listed, the structural supports for a duct enclosure shall be outside the enclosure.

Section 511.2.5 Performance Test.

Add a new Section 511.2.5, as follows:

511.2.5 Performance Test. Upon completion and before final approval of the installation of a ventilation system serving commercial food heat-processing equipment, a performance test shall be performed to verify the rate of airflow and proper operation as specified in this chapter or manufacturer's listing. The permittee shall furnish the necessary test equipment and devices required to perform the tests and shall provide the jurisdiction with an accurate, completed, and signed test report. The report shall be on a form supplied by the jurisdiction or on a form containing equivalent information. At the discretion of the building official, the performance test may be required to be witnessed by the Authority Having Jurisdiction, performed by an approved third party testing agency.

Section 609.0 Automatic Shutoffs.

Revise Section 609.0 by adding a new paragraph following the exceptions, as follows:

Upon completion and before final approval of the air-moving system provided with the required smoke detectors, a performance test shall be performed to verify compliance of detector installation to manufacturer's instructions and system compatibility as specified in this chapter. The permittee shall furnish the necessary test equipment and devices required to perform the tests and shall provide the jurisdiction with an accurate, completed, and signed test report. The report shall be on a form supplied by the jurisdiction or on a form containing equivalent information. At the discretion of the building official, the performance test may be required to be witnessed by the Authority Having Jurisdiction, performed by an approved third party testing agency.

Section 802.6.2 Gas Vents.

Add a new Exception to Section 802.6.2, item (1), as follows:

802.6.2 A gas vent shall terminate in accordance with one of the following:

(1) Above the roof surface with a listed cap or listed roof assembly. Gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 5-2, provided they are at least eight (8) feet (2.4 m) from a vertical wall or similar obstruction. Other gas vents shall terminate not less than two (2) feet (0.6 m) above the highest point where they pass through the roof and at least two (2) feet (0.6 m) exceeding any portion of a building within ten (10) feet (3.1 m).

Exception: A single-family residence having gas vents twelve (12) inches (300 mm) in size or smaller with listed caps shall be permitted to be terminated in accordance with Figure 5-2, provided they are at least four (4) feet (1.2 m) from a vertical wall or similar obstruction.

The remainder of the section remains unchanged.

Section 904.10 Access to Appliances and Air Moving Systems on Roofs.

Revise Section 904.10, as follows:

904.10 Access to Appliances and Air Moving Systems on Roofs.

904.10.1 Appliances and air moving systems located on roofs or other elevated locations shall be accessible by permanent roof access ladders, as follows:

(1) Each ladder shall have side railings which extend at least thirty (30) inches (762 mm) above the roof or parapet wall.

(2) Each ladder shall be a minimum of fourteen (14) inches (356 mm) in width.

(3) Each ladder rung shall be spaced at a maximum of fourteen (14) inches (356 mm) on center.

(4) Each ladder shall have a minimum of a six (6) inch (152 mm) toe space.

(5) Each ladder shall have intermediate horizontal landings whenever the ladder height exceeds eighteen feet (5486 mm) above finished grade. Landings shall be placed at eighteen foot (5486 mm) intervals, maximum.

Exceptions:

(1) Permanent exterior ladders providing roof access need not extend closer than eight (8) feet (2438 mm) to the finish grade.

(2) A portable ladder may be used for access for a Group R Division 3 and 4 and U occupancies.

(3) Permanent ladders for equipment access need not be provided at parapets or walls less than thirty (30) inches (762mm) in height.

Chapter 10 Steam and Hot Water Boilers

Delete Chapter 10 in its entirety except Section 1001.0 and revise Section 1001.0, as follows:

1001.0 Applicability. For boilers and water heaters less than 120 gallon capacity, or a BTU input rating less than 200,000, or less than 160 pounds per square inch of pressure, see Chapter 5 of the Uniform Plumbing Code. For all other units, contact the Mechanical Section of the Nevada Division of Occupational Safety and Health, part of the Office of Business and Industrial Relations.

Table 11-1 Refrigerant Groups, Properties and Allowable Quantities.

Revise Table 11-1, by adding a new footnote #16, as follows:

[16] For occupancy Group I, Division 1 and Division 2, the quantity of refrigerant in each system is limited to 50 percent of the respective amount listed in this table. Exceptions: Kitchens, laboratories and mortuaries.

Table 11-2 Permissible Refrigeration Systems.

Revise Table 11-2 and add new footnotes #3 and #4, as follows:

Table 11-2

Permissible Refrigeration Systems[1]

Occupancy Group[4] and Division	High - Probability System	Low Probability System	Machinery Room
A-1	Group A1 only	Any	Any
A-2	Group A1 only	Any	Any
A-3	Group A1 only	Any	Any
A-4	Group A1 only	Any	Any
A-5	Group A1 only	Any	Any
B	Group A1 only[2]	Any	Any
E	Group A1 only	Any	Any
F-1	Group A1 only	Any	Any
F-2	Any[2]	Any	Any
H-1	Any	Any	Any
H-2	Any	Any	Any
H-3	Any	Any	Any
H-4	Any	Any	Any
H-5	Group A1 only	Any	Any
I-1	Group A1 only[3]	Any	Any
I-2	Group A1 only[3]	Any	Any
I-3	Group A1 only[3]	Any	Any
I-4	Group A1 only[3]	Any	Any
M	Group A1 only[2]	Any	Any
R-1	Group A1 only	Any	Any
R-2	Group A1 only	Any	Any
R-3	Group A1 only	Any	Any
R-4	Group A1 only	Any	Any
S-1	Group A1 only[2]	Any	Any
S-2	Any[2]	Any	Any
U	Any	Any	Any

Notes:

[1] See Section 1105.0.

[2] Any refrigerant may be used within a high-probability system when the room of space complies with Section 1105.3.

[3] The allowable quantities shown in Table 11-1 shall be reduced by 50 percent for all institutional occupancies except kitchens, laboratories, and mortuaries. (ASHRAE Safety Standard for Refrigeration Systems 15-2007 Section 7.2.1.)

[4] Occupancy classifications are defined in the Building Code

Section 1302 Fuel Gas.

Revise Section 1302.2 by adding a new Section 1303.2.1, as follows:

1303.2 Fuel Gas – Natural, manufactured, liquefied petroleum, or a mixture of these.

1303.2.1 Dry Gas – A gas having a moisture and hydrocarbon dew point below any normal temperature to which the gas piping is exposed. Southern Nevada shall be considered a dry gas condition area unless specified by the local gas purveyor.

Section 1312.1.6 Piping Underground Beneath Buildings.

Revise Section 1312.1.6 in its entirety, as follows:

1312.1.6 Piping Underground Beneath Buildings. No gas piping shall be installed in or on the ground under any building or structure unless installed in gastight conduit, and all exposed gas piping shall be kept at least six (6) inches (152 mm) above grade or structure. The term "building or structure" shall include structures such as porches and steps, whether covered or uncovered, breezeways, roofed porte-cocheres, roofed patios, carports, covered walks, covered driveways, and similar structures or appurtenances. All gas piping under a slab shall be capable of being removed and replaced.

The conduit shall be of material approved for installation underground beneath buildings and not less than Schedule 40 pipe. The interior diameter of the conduit shall be not less than one-half (1/2) inch (15 mm) larger than the outside diameter of the gas piping.

The conduit shall extend to a point at least (12) inches (305 mm) beyond any area where it is required to be installed or to the outside wall of a building, and the outer ends shall not be sealed. Where the conduit terminates within a building, it shall be readily accessible and the space between the conduit and the gas piping shall be sealed to prevent leakage of gas into the building.

Exception: Products listed for such use.

Section 1312.3.2 Connections.

Revise Section 1312.3.2, item 4, as follows:

1312.3.2 Connections. Where gas piping is to be concealed, unions, tubing fittings, bushings, and compression couplings made by combinations of fittings shall not be used. Connections shall be of the following types:

(1) Pipe fittings such as elbows, tees, and couplings.

(2) Joining tubing by brazing (see Section 1209.5.8.2).

(3) Fittings listed for use in concealed spaces that have been demonstrated to sustain, without leakage, any forces due to temperature expansion or contraction, vibration, or fatigue based on their geographic location, application or operation.

(4) Where necessary to insert fittings in gas pipe that has been installed in a concealed location, the pipe shall be reconnected by welding, flanges, or right and left couplings.

1316.3 Test Pressure.

Delete Sections 1316.3.2 and 1316.3.3 and revise Sections 1316.3 and 1316.3.1 in their entirety, as follows:

1316.3 Final Piping Inspection

1316.3.1 This inspection shall be made after all piping authorized by the permit has been installed and after all portions thereof which are to be covered or concealed are so concealed and before any fixtures, appliance, or shutoff valve has been attached thereto. Gas valves may be installed when permitted by the manufacturer to withstand test pressures. This inspection shall include an air, CO2 or nitrogen pressure test, at which time the gas piping shall stand a pressure of not less than ten (10) pounds per square inch (68.9 kPa) gauge pressure, or at the discretion of the Authority Having Jurisdiction, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. Test pressures shall be held for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than fifteen (15) minutes, with no perceptible drop in pressure. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches (356 mm) water column pressure, the test pressure shall not be less than sixty (60) pounds per square inch (413.4 kPa) and shall be continued for a length of time satisfactory to the Authority Having Jurisdiction, but in no case for less than thirty (30) minutes. These tests shall be made using air, CO2, or nitrogen pressure only and shall be made in the presence of the Administrative Authority. All necessary apparatus for conducting tests shall be furnished by the permit holder. Test gauges used in conducting tests shall comply with Section 1304.3.2.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-13
(Adopts the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-13, that will adopt the 2009 Edition of the Uniform Mechanical Code, together with amendments thereto, as the City's Mechanical Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-14 – Adopts the 2008 Edition of the National Electrical Code, together with local amendments thereto. 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 adopt the 2008 Edition of the National Electrical Code, together with local amendments thereto. The amendments primarily represent adaptations agreed upon by local area jurisdictions.

RECOMMENDATION:
ADOPTION at 4/6/2011 City Council Meeting pursuant to the 3/15/2011 Recommending Committee Meeting.

First Reading – 3/2/2011; First Publication – 3/24/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-14
2. Southern Nevada Amendments to the 2008 National Electrical Code
3. Business Impact Statement

BILL NO. 2011-14

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE 2008 EDITION OF THE NATIONAL ELECTRICAL CODE, TOGETHER WITH LOCAL AMENDMENTS THERETO, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2008 Edition of the National Electrical Code, together with local amendments thereto.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 12, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.12.010: Those certain documents, [three] copies of which are on file in the Office of the City Clerk, and being marked and designated as follows, are adopted by reference as and for the City's Electrical Code:

(A) National Electrical Code, [2005] 2008 Edition, hereby designated as Part 1 of this Chapter; and

(B) [A document entitled "A Supplemental Document Amending the National Electrical Code, 2005 Edition," deleting from and adding to the National Electrical Code, 2005 Edition, hereby designated as Part 2 of this Chapter; and

(C)] The Southern Nevada Amendments to the [2005] 2008 National Electrical Code, hereby designated as Part [3] 2 of this Chapter.

SECTION 2: The document entitled the "Southern Nevada Amendments to the 2008 National Electrical Code," which is attached hereto, is modified as set forth in Section 3 of this Ordinance.

SECTION 3: Where necessary for the sake of consistency, references in the Southern Nevada Amendments to the 2008 National Electrical Code to "Article" numbers shall be deemed to refer to "Section" numbers as contemplated in the National Electrical Code.

SECTION 4: The National Electrical Code, 2005 Edition, the supplemental document amending that edition, and the Southern Nevada Amendments to the 2005 National Electrical Code,

are hereby repealed in their entirety.

SECTION 5: This Ordinance shall become effective on July 5, 2011.

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 2-16-11
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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
713 S. 4th Street
Las Vegas, NV 89101

Phone: 702-229-6257
Fax: 702-382-1731
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MEMBERS

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Pahrump Regional
Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2008

NATIONAL ELECTRICAL CODE

Approved by SNBO
July 23, 2010

Article 110.12 Mechanical Execution of Work.

Add new Subsections (C) and (D) to Article 110.12, as follows:

(C) Abandoned Conductors and Cables. For those structures regulated by the Building or Swimming Pool Code, no electrical conductors or cables shall be abandoned in place. Such conductors or cables shall be removed from the building or structure back to the panelboard unless otherwise approved by the Building Official or designated representative based upon consideration of safety and combustibility.

(D) Used Materials and Equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

Article 110.26 Spaces About Electrical Equipment.

Revise Article 110.26 (C) (2), as follows:

(2) Large Equipment. For equipment rated 1200 amperes or more and over 1.8 m (6ft) wide that contains overcurrent devices, switching devices, or control devices, there shall be one entrance to and from the required working space not less than 610 mm (24 in.) wide and 2.0 m (6 ½ ft) high at each end of the working space. When more than one entrance is required by this ARTICLE both entrances shall open to the exterior of the building or into an approved means of egress that is not under the control of an individual tenant.

A single entrance to and egress from the required working space shall be permitted where either of the conditions in 110.26(C)(2)(a) or (C)(2)(b) is met.

The remainder of this Article remains unchanged.

Article 110.33 Entrance and Access to Work Space.

Revise Article 110.33 (A) (1), Large Equipment, as follows:

(1) Large Equipment. On switchboard and control panels exceeding 1.8 m (6 ft) in width, there shall be one entrance at the end of the equipment. When more than one entrance is required by this article both entrances shall open to the exterior of the building or into an approved means of egress that is not under the control of an individual tenant. A single entrance to the required working space shall be permitted where either of the conditions in 110.33 (A)(1)(a) or (A)(1)(b) is met.

The remainder of this Article remains unchanged.

Article 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel.

Add a new Subsection (6) to Article 210.8 (B), as follows:

(6) Food and/or beverage serving areas.

Article 210.23 Permissible Loads.

Add a new Subsection (E) to Article 210.23, as follows:

(E) Dwelling Branch Circuits.

(1) Maximum Number (15-ampere). The maximum number of outlets on a 15-ampere, 125 volt (nominal) luminaire lighting fixture circuit shall be twelve (12) and shall not contain general purpose outlets.

Exception No 1: *Dedicated branch circuits feeding only IC rated recessed luminaires (recessed lighting fixtures) and/or low wattage energy efficient luminaires (lighting fixtures) may use Article 220.14(D) for maximum number of lighting outlets.*

Exception No 2: *In branch circuits serving smoke detectors the smoke detectors outlets need not be counted with the other lighting outlets.*

(2) Maximum Number (20-ampere). The maximum number of outlets on a 20-ampere, 125-volt (nominal) circuit used either exclusively for receptacles, for lighting outlets or for any combination of receptacles and lighting outlets shall be twelve (12).

Exception No 1: *Dedicated branch circuits feeding only IC rated recessed luminaires (recessed lighting fixtures) and/or low wattage energy efficient luminaires (lighting fixtures) may use Article 220.14(D) for maximum number of lighting outlets.*

Exception No 2: *In branch circuits serving smoke detectors the smoke detectors outlets need not be counted with the other lighting outlets.*

(3) Individual Branch Circuits. The following fastened-in-place appliances are required to have a separate minimum 20-ampere circuit: dishwasher, trash compactor and microwave oven. The required laundry circuit may serve one (1) additional outlet in the laundry area.

Article 210.52 Dwelling Unit Receptacle Outlets.

Revise Article 210.52 (A) (2), as follows:

(2) The space occupied by fixed panels in exterior walls, excluding sliding panels. Where panels consist of multiple sliding panels only the first panel in each direction may be excluded.

Revise Article 210.52 (A)(2)(3), as follows:

(3) The space afforded by fixed room dividers such as free standing bar-type counters or railings. Where room dividers consist of multiple moving panels only the first moving panel in each direction may be excluded as a wall space.

Revise Article 210.52 (B)(3), as follows:

(3) Kitchen Receptacle Requirements. Receptacles installed in a kitchen to serve countertop surfaces shall be limited to five (5) duplex receptacles on a circuit. They shall be supplied by not fewer than two small-appliance branch circuits, either or both of which shall also be permitted to supply receptacle outlets in the same kitchen or in other rooms as specified in 210.52(B)(1). Additional small-appliance branch circuits shall be permitted to supply receptacle outlets in the kitchen and other rooms specified in 210.52(B)(1). No small-appliance branch circuit shall serve more than one kitchen.

Add a new exception to Article 210.52 (B)(3), as follows:

Exception: *Receptacles installed to provide power for electric ignition systems or clock timers for gas-fired ranges, ovens or counter-mounted cooking units.*

Add a new exception No. 3 to Article 210.52 (F), as follows:

Exception No. 3: *In structures more than four (4) stories in height where the configuration of a laundry area is such that only an electrically heated stackable type washer/dryer unit utilizing 208 volt or 240 volt power can be accommodated, the receptacle may be considered as meeting the laundry circuit requirement.*

Article 210.70 Lighting Outlets Required.

Revise Item (1) in Article 210.70 (A), as follows:

(1) Habitable Rooms. At least one wall switch-controlled lighting outlet shall be installed in every habitable room and bathroom. Unless prohibited by structural design, a wall switch shall be located within 1.8 m (6 ft) of the point of entry, and shall not be located behind an active door in the fully open position.

The remainder of this Article remains unchanged

Revise Item (a) in Article 210.70 (A)(2), as follows:

(a) At least one wall switch-controlled lighting outlet shall be installed in hallways, stairways, attached garages, and detached garages with electric power. Hallways of 3.0 m (10 ft) or more in length shall have wall switches at every end. There shall be a wall switch within 1.8 m (6 ft) of each bedroom door unless prohibited by structural design.

Revise Item (b) in Article 210.70 (A)(2), as follows:

(b) For dwelling units, attached garages, and detached garages with electric power, at least one wall-switch controlled lighting outlet shall be installed to provide illumination on the exterior side of outdoor entrances or exits with grade level access. A vehicle door shall not be considered as an outdoor entrance or exit. At least one wall switch that controls an interior lighting outlet shall be located at each keyed exterior entry. This switch shall be located within 1.8 m (6 ft) of the latching jamb side, unless prohibited by structural design, and not behind an active door in the fully open position.

Add a new Subsection (4) to Article 210.70 (A), as follows:

(4) Closets. All walk-in closets or storage areas of 1.86 sq. m (20 square feet) or more in floor area shall contain a light fixture controlled by a wall switch.

Add a new Subsection (D) to Article 210.70, as follows:

(D) Self-Service Storage Facilities. All Self-Service Storage Facilities shall have egress illumination as required by the Building Code.

Article 220.5 Branch-Circuit, Feeder, and Service Calculations.

Add a new Subsection (C) to Article 220.5 to read as follows:

(C) Calculated Loads. The calculated load of a new single family dwelling service shall allow a minimum of 4800 volt-amperes for future expansion. These 4800 volt-amperes shall be added to the total net computed load.

Article 220.84 Multifamily Dwelling.

Delete item (5) in Article 220.84(C), in its entirety.

Add a new Subsection (D) to Article 220.84, as follows:

(D) Heating and Air Conditioning Load. The largest of the following six selections (load in kVA) shall be included:

(1) 100 percent of the nameplate rating(s) of the air conditioning and cooling.

(2) 100 percent of the nameplate rating(s) of the heat pump when the heat pump is used without any supplemental electric heating.

(3) 100 percent of the nameplate ratings of electric thermal storage and other heating systems where the usual load is expected to be continuous at the full nameplate value. Systems qualifying under this selection shall not be calculated under any other selection in 220.84(D).

(4) 100 percent of the nameplate rating(s) of the heat pump compressor and 65 percent of the supplemental electric heating for central electric space heating systems. If the heat pump compressor is prevented from operating at the same time as the supplementary heat, it does not need to be added to the supplementary heat for the total central space heating load.

(5) 65 percent of the nameplate rating(s) of electric space heating if less than four separately controlled units.

(6) 40 percent of the nameplate rating(s) of electric space heating if four or more separately controlled units.

Article 225.32 Location.

Revise Article 225.32, in its entirety, as follows:

225.32 Location. The disconnecting means shall be installed as described in 230.70 of these amendments. For the purposes of this Article the requirements in 230.6 shall be utilized.

Exception No. 1: *For installations under single management, where documented safe switching procedures are established and maintained for disconnection, and where the installation is monitored by qualified individuals, the disconnecting means shall be permitted to be located elsewhere on the premises.*

Exception No. 2: *For buildings or other structures qualifying under the provisions of Article 685, the disconnecting means shall be permitted to be to be located elsewhere on the premises.*

Exception No. 3: *For towers or poles used as lighting standards, the disconnecting means shall be permitted to be located elsewhere on the premises.*

Exception No. 4: *For accessory buildings to one and two-family dwellings the disconnecting means may be installed either inside or on the exterior of the accessory structure.*

Article 230 Services.

Add a new Article 230.11 Location of Customer Owned Service Lateral or Drop, as follows:

230.11 Location of Customer Owned Service Lateral or Drop. All conductors shall traverse only the property to be served except through recorded power easements.

Article 230.70 General.

Revise Article 230.70, in its entirety, as follows:

230.70 General. Means shall be provided to disconnect all ungrounded service entrance conductors to a building or structure.

(A) Location. The service disconnecting means shall be installed in accordance with 230.70(A)(1), (2), (3), (4) and (5).

(1) **Exterior of the Building.** The service disconnecting means shall be installed in a readily accessible exterior location and within 3.7 m (12 ft.) of the building or structure. Where the distance is greater than 3.7 m (12 ft.) from the building or structure the service disconnecting means shall be considered as a separate structure.

Exception No1: *A fire pump and its associated electrical equipment.*

(2) **Electrical Equipment Room.** The service disconnecting means may be installed within a dedicated electrical equipment room with a readily accessible direct access on the exterior of a building or structure. Such rooms shall be separated from all other rooms or spaces within the building by a minimum of one (1) hour fire resistive construction and shall have approved Fire Department access.

FPN: A recessed 3200 series Knox Box may serve as the approved Fire Department access in some jurisdictions.

(3) **Bathrooms.** Service disconnecting means shall not be installed in bathrooms.

(4) **Remote Control.** Where a remote control device(s), required by another code such as in a fire command center, is used to actuate the service disconnecting means, the service disconnecting means shall be located in accordance with 230.70(A)(1) or (2). The remote control device shall be supervised by a local signaling service that causes an audible signal and illumination of an amber visual signal at the Fire Command Center and at each auxiliary location required for the Life Safety System.

(5) **Emergency Systems, Information Technology Equipment and Uninterruptible Power Supplies (UPS).** Emergency Systems driven by prime movers and UPS Systems shall have separate disconnecting means with separate identification. Information Technology Equipment rooms complying with Article 645.2 shall be permitted to have their disconnecting means installed per article 645.10 and 645.11 if identified at the same location as the "Service Disconnect."

(B) Marking. Each service disconnecting means shall be marked with a sign(s). When located in a dedicated electrical room the exterior door(s) providing access to the disconnecting means located in a dedicated electrical room shall be permanently marked with a sign(s). Each sign shall be a minimum 0.093sq.m (1 sq. foot), colored yellow with 25.4mm (1 inch) high, 6.35 mm (¼ inch) stroke raised or engraved letters and/or numbers indicating the address or unit it serves and be identified as the "Electrical Service Disconnect(s)" and/or "Electrical Service Disconnect(s) Inside." Emergency Systems disconnects shall be permanently marked with sign(s), identified as "Emergency Electrical Disconnect(s)" and/or "Main Emergency Electrical Disconnect(s) Inside." When the service disconnecting means is located inside a dedicated electrical room and it is not the first service disconnect encountered or there are multiple service disconnects there shall be a directional 75mm (3inch) wide painted yellow stripe on the floor from the entry door(s) to each service disconnect. Other durable means of identification may be used with prior approval by The Authority Having Jurisdiction.

Exception: *One and two family dwelling units and their associated accessory structures.*

(C) Suitable for Use. Each service disconnecting means shall be suitable for the prevailing conditions. Service equipment installed in hazardous (classified) locations shall comply with the requirements of Articles 500 through 517.

Article 230.202 Service-Entrance Conductors.

Add a new Subsection (C) to Article 230.202, as follows:

(C) Conductors Considered Outside the Building. Service-entrance conductors shall be installed in accordance with Article 230.6.

Article 230.205 Disconnecting Means.

Revise Article 230.205(A), in its entirety, as follows:

(A) Location. The service disconnecting means shall be installed in accordance with 230.70. Facilities on private property, under single management with a Life Safety System, Fire Command Center and 24 hour on-site qualified maintenance personnel shall be permitted to utilize a remote control device for their power disconnecting means. The main electrical room is not required to be located on the exterior of the building or other structure.

Revise Article 230.205(C), as follows:

(C) Remote Control. For multi-building, industrial installations under single management, the service disconnecting means shall be permitted to be located at a separate building or structure. In such cases, the service disconnecting means shall be permitted to be electrically operated by a readily accessible, remote-control device. The remote control device shall be supervised by a local signaling service that causes an audible signal and the illumination of an amber visual signal at the Fire Command Center and at each auxiliary location required for the Life Safety System.

Article 240.6 Standard Ampere Ratings.

Revise Article 240.6 (B), as follows:

(B) Adjustable-Trip Circuit Breakers. The rating of adjustable-trip circuit breakers having external means for adjusting the current setting (long-time pickup setting), shall be the maximum setting possible.

Delete Subsection (C) of Article 240.6, in its entirety.

Article 240.86 Series Ratings.

Revise Article 240.86, as follows:

240.86 Series Ratings. Where a circuit breaker is used on a circuit having an available fault current higher than the marked interrupting rating by being connected on the load side of an acceptable overcurrent device having a higher rating, the circuit breaker shall meet the requirements specified in (A) or (B), and (C). All of the information including manufacturers and part numbers of each component making up the series combination rating shall be provided on the submittal drawings for plans examination and permit. Only those manufacturers and part numbers shall be permitted for the installation.

Article 250.32 Buildings or Structures Supplied by Feeder(s) or Branch Circuit(s).

Revise Article 250.32 (A), as follows:

(A) Grounding Electrode. For the purposes of this Article all buildings or structures not joined by a continuous concrete foundation or footing and roof shall be considered as separate buildings or structures. Building(s) or structure(s) supplied by feeder(s) or branch circuit(s) shall have a grounding electrode system installed in accordance with Part III of Article 250. The grounding electrode conductor(s) shall be connected in accordance with 250.32 (B) or (C). Where there is no existing grounding electrode, the grounding electrode(s) required in 250.50 shall be installed.

Article 250.50 Grounding Electrode System.

Revise Article 250.50, as follows:

250.50 Grounding Electrode System. All grounding electrodes as described in 250.52(A)(1) through (A)(7) that are present at each building or structure served shall be bonded together to form the grounding electrode system. Where none of these grounding electrodes exist, one or more of the grounding electrodes specified in 250.52(A)(4) through (A)(8) shall be installed and used. The concrete-encased electrode described in Article 250.52(A)(3) shall be required for new buildings and structures that are supplied with electrical power and have concrete foundations or footings.

Exception: *Concrete-encased electrodes of existing buildings or structures shall not be required to be part of the grounding electrode system where the steel reinforcing bars or rods are not accessible for use without disturbing the concrete.*

Article 250.52 Grounding Electrodes.

Revise Item (5) of Article 250.52(A), as follows:

(5) Rod Electrodes. Rod electrodes shall not be less than 2.44 m (8 ft) in length and shall consist of the following materials and shall be installed according to Article 250.53 (G). Electrodes shall be copper clad or their equivalent and shall not be less than 15.875 mm (5/8 in.) in diameter, or listed non-ferrous rods or their equivalent and not less than 12.7 mm (1/2 in.) in diameter.

Delete Item (7) of Article 250.52(A), in its entirety and renumber the subsequent items sequentially, as follows:

(7) Other Local Metal Underground Systems or Structures.

The remainder of this Article remains unchanged

Article 250.53 Grounding Electrode System Installation.

Revise Article 250.53(A), as Rod Electrodes, as follows:

(A) Rod Electrodes. Where practicable, rod electrodes shall be embedded below permanent moisture level. Rod electrodes shall be free from nonconductive coatings such as paint or enamel.

Revise Article 250.53(B), as follows:

(B) Electrode Spacing. Where more then one of the electrodes of the type specified in 250.52(A)(5) are used, each electrode of one grounding system (including that used for air terminals) shall not be less than 1.83 m (6 ft) from any other electrode of another grounding system. Two or more grounding electrodes that are bonded together shall be considered a single grounding electrode system.

Revise Article 250.53(D) (2), as follows:

(2) Supplemental Electrode Required. A metal underground water pipe shall be supplemented by an additional electrode of a type specified in 250.52(A)(2) through (A)(7). Where the supplemental electrode is a rod type, it shall comply with 250.56. The supplemental electrode shall be permitted to be bonded to the grounding electrode conductor, the grounded service- entrance conductor, the nonflexible grounded service raceway, or any grounded service enclosure.

> ***Exception:*** *The supplemental electrode shall be permitted to be bonded to the interior metal water piping at any convenient point as covered in 250.52(A)(1), Exception.*

Revise Article 250.53(E), as follows:

(E) Supplemental Electrode Bonding Connection Size. Where the supplemental electrode is a rod electrode, that portion of the bonding jumper that is the sole connection to the supplemental grounding electrode shall not be required to be larger than 6 AWG copper wire or 4 AWG aluminum wire.

Revise Article 250.53(G), as follows:

(G) Rod Electrodes. The electrode shall be installed such that at least 2.44 m (8 ft) of length is in contact with the soil. It shall be driven to a depth of not less than 2.44 m (8 ft) except that, where rock bottom is encountered, the electrode shall be driven at an oblique angle not to exceed 45 degrees from the vertical or, where rock bottom is encountered at an angle up to 45 degrees, the electrode shall be permitted to be buried in a trench that is at least 750 mm (30 in.) deep. The upper end of the electrode shall be flush with or below ground level unless the aboveground end and the grounding electrode conductor attachment are protected against physical damage as specified in 250.10.

Delete Subsection (H) of Article 250.53, in its entirety.

Article 250.56 Resistance of Rod, Pipe and Plate Electrodes.

Revise Article 250.56, as follows:

250.56 Resistance of Rod Electrodes. A single electrode consisting of a rod that does not have a resistance to ground of 25 ohms or less shall be augmented by one additional electrode of any of the types specified by 250.52(A)(4) through (A)(8). Where multiple rod electrodes are installed to meet the requirements of this article, they shall not be less than 1.8 m (6 ft) apart.

> FPN: The paralleling efficiency of rods longer than 2.5 m (8 ft) is improved by spacing greater than 1.8 m (6 ft).

Article 250.94 Bonding for Other Systems.

Add new items (4) and (5) to Article 250.94, as follows:

(4) A set of listed terminals connected to the concrete-encased electrode as defined in Article 250.52(A)(3).

(5) A set of listed terminals connected to the concrete-encased electrode conductor as defined in Article 250.24(D), 250.30(A)(3), 250.30(A)(4), 250.30(B)(1) and 250.32(E).

Article 250.120 Equipment Grounding Conductor Installation.

Add a new Subsection (D) to Article 250.120, as follows:

(D) Equipment Grounding Conductor. All raceways installed on roofs shall contain an equipment grounding conductor sized per Table 250.122 installed with the circuit conductors.

Exception No. 1: *Low voltage, communication and similar type systems unless required elsewhere in the Code.*

Exception No. 2: *As permitted by Article 250.86 for short Articles of metal enclosures or raceways.*

Table 250.122 Equipment Grounding Conductors for Grounding Raceway and Equipment

Revise Table 250.122 Minimum Size Equipment Grounding Conductors for Grounding Raceway and Equipment, as follows:

Rating or Setting of Automatic Overcurrent Device in Circuit Ahead of Equipment, Conduit, etc., Not Exceeding (Amperes)	*Size (AWG or kcmil)* *Copper*	*Size (AWG or kcmil)* *Aluminum or Copper-Clad Aluminum**
4000	500	750

Article 300.1 Scope.

Add a new paragraph (D) to Article 300.1, as follows:

(D) Article 760 System Wiring.

(1) Wiring for Article 760 systems installed in the construction of buildings and structures shall be contained in a raceway or cable tray system.

Exception No. 1: AC cable, MC cable and MI cable. Articles 320, 330, and 332 respectively.

Exception No.2: Wiring in residential occupancies two stories or less in height.

(2) Raceway systems for Article 760 systems in buildings and structures of Type I or Type II A construction as defined in the Building Code shall be of metallic non-combustible materials and cable trays shall be of the fully enclosed type.

Exception No. 1: Non-metallic raceways encased in concrete, or masonry, or underground or solid grouted building components that are in compliance with the Building Code.

Exception No. 2: Liquid-tight flexible conduit in lengths of 1.8 m (6 ft) or less which comply with NEC Articles 350 and 356.

Article 310.15 Ampacities for Conductors Rated 0-2000 Volts.

Revise Article 310.15(B)(2)(c), as follows:

(c) *Conduits Exposed to Sunlight on Rooftops.* Where conductors or cables are installed in conduits exposed to direct sunlight on or above rooftops, one of the following conditions shall be met:

(1) All conductors shall have an insulation rating of 90ºC and the conduits shall be installed at least 3 1/2" above the roof surface.

(2) The adjustments shown in Table 310.15(B)(2)(c) shall be added to the outdoor temperature to determine the applicable ambient temperature for application of the correction factors in Table 310.16 and Table 310.18.

FPN: One source for the average ambient temperatures in various locations is the ASHRAE Handbook — *Fundamentals*.

Article 314.24 Depth of Outlet Boxes.

Revise Article 314.24, as follows:

314.24 Minimum Depth of Boxes for Outlets, Devices, and Utilization Equipment. Outlet and device boxes shall have sufficient depth to allow equipment installed within them to be mounted properly and with sufficient clearance to prevent damage to conductors within the box. All boxes for outlets, devices, utilization equipment or junction boxes less than 200 mm (8 inches) in any dimension, shall have no more than two extension boxes or one extension box and one plaster ring.

Exception: *Listed unit(s) or assembly(s).*

Article 352.10 Uses Permitted.

Add a new Subsection (I) to Article 352.10, as follows:

(I) Exposed to Direct Sunlight. Rigid non-metallic conduit shall be a minimum Schedule 80 and identified for such use.

Article 358.12 Uses Not Permitted.

Add new items (7), (8) and (9) to Article 358.12, as follows:

(7) Embedded within concrete or masonry in contact with earth.
(8) Underground installations.
(9) Within earth fills.

Article 408.54 Maximum Number of Overcurrent Devices.

Add the following paragraph to the end of Article 408.54 to read as follows:

Each panelboard or load center installed in a new one or two-family dwelling shall have a capacity for a minimum of two (2) additional full-size single pole overcurrent devices on adjacent opposite poles for expansion. All available overcurrent device spaces shall comply with Article 404.8(A).

Article 514.11 Circuit Disconnects.

Revise Article 514.11(A), as follows:

(A) General. Each circuit leading to or through dispensing equipment, including equipment for remote pumping systems, shall be provided with a clearly identified and readily accessible switch or other acceptable means, located remote from the dispensing devices, to disconnect simultaneously from the source of supply, all conductors of the circuits, including the grounded conductor, if any. Single-pole breakers utilizing handle ties shall not be permitted. The switch shall be a momentary contact type. The disconnect station sign shall be 0.093 sq. m (1 ft square), colored yellow and have black, 25.4 mm (1 inch) high, 6.35 mm (¼ inch) stroke permanent lettering describing it as "Emergency Pump Shutoff".

Article 600.41 Neon Tubing.

Revise Article 600.41(D), as follows:

(D) Protection. Field-installed skeleton tubing shall not be subject to physical damage. Where the tubing is readily accessible to other than qualified persons, field-installed skeleton tubing shall be provided with suitable guards or protected by other approved means. Installations less than 2.44 m (8 ft.) above finished grade or floor level shall be considered as readily accessible.

Article 682 Natural and Artificially Made Bodies of Water.

Delete Article 682 in its entirety.

Article 690.14 Additional Provisions.

Delete the exception and revise Article 690.14(C) (1), as follows:

(1) Location. The photovoltaic disconnecting means and overcurrent device shall be installed at an accessible location on the outside of a building or structure before any system conductors enter the building or structure.

The photovoltaic system disconnecting means shall not be installed in bathrooms.

Article 700.1 Scope.

Revise Article 700.1, as follows:

700.1 Scope. For the purposes of this ARTICLE items considered as meeting the requirements for high rise applications (i.e. buildings with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access to be placed on the emergency distribution system may include: Emergency illumination, exit signage, electric fire pumps, fire jockey or makeup pumps, fire alarm equipment, smoke control equipment, one elevator per bank of elevators, cooling and heating equipment for emergency electrical rooms and elevator machine rooms, FAA required obstruction lighting, battery chargers for emergency generating equipment, heating equipment for freeze protection of fire sprinkler systems, telecommunications equipment (i.e. for 911 applications) fire command center loads such as monitoring and display equipment and other equipment approved by the Authority Having Jurisdiction that will enhance the survivability of life safety systems.

The provisions of this article apply to the electrical safety of the installation, operation, and maintenance of emergency systems consisting of circuits and equipment intended to supply, distribute, and control electricity for illumination, power, or both, to required facilities when the normal electrical supply or system is interrupted.

Emergency systems are those systems legally required and classed as emergency by municipal, state, federal, or other codes, or by any governmental agency having jurisdiction. These systems are intended to automatically supply illumination, power, or both, to designated areas and equipment in the event of failure of the normal supply or in the event of accident to elements of a system intended to supply, distribute, and control power and illumination essential for safety to human life.

Article 700.9 Wiring, Emergency System.

Revise Article 700.9(D), as follows:

(D) Fire Protection. Emergency systems shall meet the additional requirements in 700.9(D)(1) and (D)(2) in any occupancy(s) of 300 or more persons or in buildings with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

Add a new exception and amend Article 700.9 (D) (2), as follows:

(2) Feeder-Circuit Equipment. Equipment for feeder circuits (including transfer switches, transformers, and panelboards) shall be located either in spaces fully protected by approved automatic fire suppression systems (including sprinklers, carbon dioxide systems) or in spaces with a 1-hour fire resistance rating. This equipment shall be located in room(s) dedicated to this equipment.

Exception: *System components described in Article 701 may occupy the same dedicated room(s) as emergency systems.*

FPN: For the definition of *Occupancy Classification*, see Article 6.1 of NFPA *101*-2006, *Life Safety Code*.

Article 700.12 General Requirements.

Revise Article 700.12, as follows:

700.12 General Requirements. Current supply shall be such that, in the event of failure of the normal supply to, or within the building or group of buildings concerned, emergency lighting, emergency power, or both shall be available within the time required for the application but not to exceed 10 seconds. The supply system for emergency purposes, in addition to the normal services to the building and meeting the general requirements of

this ARTICLE, shall be one or more of the types of systems described in 700.12(A) through (E). Unit equipment in accordance with 700.12(F) shall satisfy the applicable requirements of this article.

In selecting an emergency source of power, consideration shall be given to the occupancy and the type of service to be rendered, whether of minimum duration, as for evacuation of a theater, or longer duration, as for supplying emergency power and lighting due to an indefinite period of current failure from trouble either inside or outside the building.

Equipment shall be designed and located so as to minimize the hazards that might cause complete failure due to flooding, fires, icing, and vandalism.

Equipment for sources of power as described in 700.12(A) through 700.12(E) shall meet the following additional requirements in any occupancy(s) of 300 or more persons or in buildings with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access. This equipment shall be installed in spaces fully protected by approved automatic fire suppression systems (sprinklers, carbon dioxide systems and so forth) or in spaces protected by a fire-rated assembly listed to achieve a minimum fire rating of one-hour.

FPN No. 1: For the definition of *Occupancy Classification*, see ARTICLE 6.1 of NFPA *101*-2006, *Life Safety Code*.

FPN No. 2: Assignment of degree of reliability of the recognized emergency supply system depends on the careful evaluation of the variables at each particular installation.

Add a new Subsection (7) to Article 700.12 (B), as follows:

(7) The emergency generator shall not be located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access. When the generator set is located inside a building it shall be located in a room dedicated to the Emergency Power Supply System. This room shall be separate from the interior of the building by a minimum of two-hour resistive construction or shall be in room(s) fully protected by approved automatic fire suppression systems. Unless otherwise required by Building Codes openings for generator cooling and exhaust shall not be required to be fire-resistive construction.

When a generator set is located within 1.5 m (5 ft) of a building it shall be separated from the building with a rated separation wall equal to the highest fire rating within the building that has no openings. It shall be isolated within an enclosure and protected from physical damage.

When a generator set is located more than 1.5 m (5 ft) from a building it shall be isolated within an enclosure and protected from physical damage.

Article 760.3 Other Articles.

Add a new paragraph (A) to Article 760.3, and re-alphabetize the existing paragraphs (A) through (G) to (B) through (H) respectively:

(A) Wiring Methods. Article 760 Fire Alarm Systems wiring shall comply with Article 300.1(D).

Add a new paragraph to the end of this section, as follows:

All Fire alarm wiring installed in the construction of buildings and structures shall be contained in a raceway or cable tray system.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-14
(Adopts the 2008 Edition of the National Electrical Code, together with local amendments thereto)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-14, that will adopt the 2008 Edition of the National Electrical Code, together with local amendments thereto.

1. The following constitutes a description of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-15 – Adopts an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code. 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 adopt an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code. The update represents recent adaptations agreed upon by local area jurisdictions.

RECOMMENDATION:
ADOPTION at 4/6/2011 City Council Meeting pursuant to the 3/15/2011 Recommending Committee Meeting.

First Reading – 3/2/2011; First Publication – 3/24/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-15
2. Southern Nevada Amendments to the 2009 International Energy Conservation Code
3. Business Impact Statement

BILL NO. 2011-15

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT AN UPDATED VERSION OF THE SOUTHERN NEVADA AMENDMENTS TO THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The document entitled "Southern Nevada Amendments to the 2009 International Energy Conservation Code,"as adopted in LVMC 16.52.010(B), is hereby repealed in its entirety.

SECTION 2: The document entitled "Southern Nevada Amendments to the 2009 International Energy Conservation Code," which is attached hereto and incorporated by this reference, is hereby adopted and incorporated in LVMC 16.52.010(B).

SECTION 3: This Ordinance shall become effective on July 5, 2011.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: 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 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
713 S. 4th Street
Las Vegas, NV 89101

Phone: 702-229-6257
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Pahrump Regional
Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

SOUTHERN NEVADA AMENDMENTS

TO THE

2009

INTERNATIONAL ENERGY

CONSERVATION CODE

Approved by SNBO
September 22, 2010

Section 101.1 Title.

Revise Section 101.1 Title, as follows:

101.1 Title. This code shall be known as the *International Energy Conservation Code of Southern Nevada*, and shall be cited as such. It is referred to herein as "this code".

Section 101.4.3 Additions, alterations, renovations or repairs.

Revise Exceptions 2, 3 and add a new exception 9 of Section 101.4.3, as follows:

101.4.3 Additions, alterations, renovations or repairs. Additions, alterations renovations or repairs to an existing building, building system or portion thereof shall conform to the provisions of this code as they relate to new construction without requiring the unaltered portions of the existing building or building system to comply with this code. Additions, alterations, renovations or repairs shall not create an unsafe or hazardous condition or overload existing building systems. The addition shall be deemed to comply with this code if the addition alone complies or if the existing building and addition comply with this code as a single building.

Exceptions: The following need not comply provided the energy use of the building is not increased:

1. Storm windows installed over existing fenestrations.

2. Glass only replacements in an existing sash and frame. Glass must meet or exceed the same U-value and SHGC of the glass being replaced. If U-value and SHGC of glass cannot be determined, the minimum prescriptive values of Tables 402.1.1 for residential buildings and 502.3 for commercial buildings shall be deemed compliant.

3. Existing ceiling, wall or floor cavities exposed during construction provided that these cavities are filled with insulation. The R-values need not exceed the prescriptive values in Tables 402.1.1 for residential buildings and 502.2(1) for commercial buildings.

4. Construction where the existing roof, wall or floor cavity is not exposed.

5. Reroofing for roofs where neither the sheathing nor the insulation is exposed. Roofs without insulation in the cavity and were the sheathing or insulation is exposed during reroofing shall be insulated either above or below sheathing.

6. Replacement of existing doors that separate *conditioned space* from the exterior shall not require installation of the vestibule or revolving door, provided, however, that an existing vestibule that separates a *conditioned* space from the exterior shall not be removed.

7. Alterations that replace less than 50 percent of the luminaires in a space, provided that such alteration s do not increase the installed interior lighting power.

8. Alterations that replace only the bulb and ballast within the existing luminaries in a space provided that the *alteration* does not increase the installed interior lighting power.

9. Relocations only of existing luminaries within an existing area enclosed by walls or floor to ceiling partitions.

Section 102.1.1 Above code programs.

Revise Section 102.1.1, as follows:

Section 102.1.1 Above code programs. The Southern Nevada Building Officials shall be permitted to deem a national, state or local energy efficiency program to exceed the efficiency required by this code. Programs seeking approval must submit all requested supporting documentation to the Southern Nevada Building Officials for review. Buildings certified in writing by such an energy efficiency program shall be considered in compliance with this code. The requirements identified as "mandatory" in chapters 4 and 5 of this code, as applicable, shall be met. A list of approved energy efficiency programs include the following:

- EPA: Energy Star (15% above Code Program)
- EPA: Home Performance with Energy Star for existing home improvements.
- Department of Energy: Builder Challenge (30% above Code Program)
- IRS: Federal Tax Credit (50% above Code Program)
- IRS: Federal Tax Credit for Homeowner Improvements
- Utility Incentive Programs for new homes (15% above Code Program)
- USGBC LEED Green Building Program (15% above Code Program)
- Build it Green (15% above Code Program)
- Build it Green for Existing Home improvements
- SNHBA Green Building Partnership (15% above Code Program)
- Environments for Living (EFL) (15% above Code Program or better)
- City of Las Vegas Green Building Program (15% above Code Program or better)

102.1.1.1 Compliance for residential tract developments. Residential tract developments, consisting of 10 homes or more, shall be deemed in compliance with this code when the following documentation is submitted to the jurisdiction by the developer:

1. Written HERS documentation, certifying compliance with an *approved* energy efficiency program using approved RESNET software
2. A copy of the contractual agreement between the developer and a certified HERS rater to perform all mandatory field testing, sampling protocols and program verifications.
3. Additional documentation as may be deemed necessary by the jurisdiction.

Section 106.1 General.

Revise Section 106.1, as follows:

Section 106.1 General. The codes and standards referenced in this code shall be those listed in Chapter 6. Where this code refers to other codes not adopted by the jurisdiction, the applicable code adopted by the jurisdiction shall govern. Such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference.

Section 202 General Definitions.

Revise Section 202, General Definitions, as follows:

AIR BARRIER. An integral component of the *building thermal envelope* comprised of approved materials that are assembled and joined together to support in-contact insulating materials on one or more of its surfaces and to provide a barrier to air leakage through the building envelope. An air barrier may be comprised of, but not limited to, the exterior siding, exterior lath and stucco, rigid insulation board, exterior sheathing and sub-sheathing, water proof substrate with tiles, masonry walls, roof sheathing and drywall between conditioned and unconditioned spaces.

BUILDING THERMAL ENVELOPE. The basement walls, exterior walls, floor, roof and any other building air barrier element(s) that enclose *conditioned space.* This boundary also includes the air barrier between *conditioned space* and any exempt or unconditioned space.

Add new definitions to Section 202, General Definitions, as follows:

CASINO. A business with a Non-restricted Gaming License from the Nevada Gaming Commission and State Gaming Control Board. It includes the gaming area(s) as well as the adjacent areas within the building envelope.

CASINO GAMING AREA. The space within a *casino* wherein gaming is conducted. The gaming area shall also include accessory uses within the same room(s) as, or substantially open to the gaming floor(s). Such areas shall include, but not be limited to lobbies, balconies, public circulation areas, assembly areas, restaurants, bars, lounges, food courts, retail spaces, mezzanines, convention pre-function areas, cashiers' cages, players' clubs, customer support, conservatories and promenades that share the same atmosphere, spillover lighting and theme lighting with the adjacent gaming floor area.

For accessory areas situated on the perimeter of the gaming floor to be considered substantially open, the wall(s) or partition(s) separating an accessory space from the gaming area must be a minimum of 50% open, as measured from the interior side of the accessory space, with no doors, windows and other obstructions, other than roll up security grills, installed within the opening.

CONDITIONED SPACE. An area or room within the building thermal envelope being heated or cooled, containing un-insulated ducts, or with a fixed opening directly into an adjacent *conditioned space*. An attic shall be considered conditioned space if the roof sheathing is constructed as the air barrier, with all insulation installed in direct contact with it, all exterior ventilation is eliminated and the space, including all eave framing and pipe and flue penetrations through the air barrier are tightly sealed to prevent exterior air infiltration.

INSULATION (THERMAL). A component of the thermal energy envelope comprised of any approved material installed in substantially direct contact to either side of the air barrier that provides measurable thermal resistance (R-value) to heat flow to or from a conditioned space to which it bounds.

LIGHTING, THEATRICAL. Lighting used to directly or indirectly illuminate performance areas, dance floors, and visual features in themed or theatrical environments. Theatrical Lighting shall include, but not be limited to: strobe lights, automated luminaries (intelligent lighting), effects projectors, lasers, and ultraviolet (UV) fixtures. In order to qualify as Theatrical Lighting, the lighting must be controlled separately from general illumination.

LUMINAIRE. A complete lighting unit consisting of a light source, such as a lamp or lamps, together with the parts designed to position the light source and connect it to the power supply. It may also include parts to protect the light source, ballast, or distribute the light. A lamp holder itself is not a luminaire.

OCCUPANT SENSOR (LIGHTING). A device that detects the presence or absence of people within an area and causes lighting to be regulated accordingly. The term "occupant sensor" applies to a device that controls indoor lighting systems. When the device is used to control outdoor lighting systems, it is defined as a motion sensor. This definition also applies to "occupancy sensor" and "occupant-sensing device." When used with a manual device for initial activation, an occupant sensor may be called a "vacancy sensor."

SIGN (SIGNAGE). An interior or exterior lighted device used to impart way-finding, identifications or promotional information to the viewer. Signs include, but are not limited to, business identification, location maps and directories, gaming boards, sports scoreboards, and slot carousel identifiers.

Section 301.1 General.

Delete Section 301.1 in its entirety and replace, as follows:

301.1 General. The jurisdictions of the City of Boulder City, the County of Clark County, the Clark County School District, the City of Henderson, the City of Las Vegas, the City of Mesquite and the City of North Las Vegas shall meet the requirements of this code for Climate Zone 3B.

> **Exception:** Areas within these jurisdictions above altitudes of 4000 ft and the Town of Pahrump shall be considered in Climate Zone 5B.

Section 303.1.3 Fenestration product rating.

Revise Section 301.1.3, as follows:

303.1.3 Fenestration product rating. *U*-factors of fenestration products (windows, doors and skylights) shall be determined in accordance with NFRC 100 by an accredited, independent laboratory, and labeled and certified by the manufacturer. Products lacking such a labeled *U*-factor shall be assigned a default *U*-factor from Table 303.1.3(1) or 303.1.3(2), or Table 4 of the 2009 ASHRAE Fundamentals Handbook (with the exclusion of the "glass only" columns).

The solar heat gain coefficient (SHGC) of glazed fenestration products (windows, doors, and skylights) shall be determined in accordance with NFRC 200 by an accredited, independent laboratory and labeled and certified by the manufacturer. Products lacking such a labeled SHCG shall be assigned a default SHGC from Table 303.1.3(3) or from Table 10 of the 2009 ASHRAE Fundamentals Handbook center-of-glazing properties--normal incidence angle 0.00 column only).

NOTE: When the 2009 ASHRAE Fundamentals Handbook simulation tables are used, all information must be provided as prescribed in amended subsections 303.1.3.1 and 303.1.3.2. This amended provision, allowing plans to be submitted to the building department for approval using the ASHRAE simulation tables, will expire after December 31, 2010.

Add two (2) new Subsections, 303.1.3.1 and 303.1.3.2, as follows:

303.1.3.1 Fenestration rating documentation. All fenestration products to be used in a project must be listed in a fenestration schedule on the approved plans. This schedule shall include all of the following:

1. A list of all fenestrations, including, but not limited to, fixed and operable windows, skylights, sliding, swinging and overhead doors and glass block.
2. The manufacturer and model numbers for all non-default fenestration products, including NFRC CDP numbers.

3. For site-built windows, simulation report reference numbers provided by an NFRC accredited simulation laboratory, for each type of product to be used in the project.
4. The fenestration type, size, quantity, NFRC 100 certified U-factor or default U-factor. (If default U-factor is used, the schedule must also include a description of the key energy-efficiency features that are necessary to achieve that default U-factor.)
5. The solar heat gain coefficient for each fenestration proposed, using either the NFRC 200 certified value or the default value.

303.1.3.2 Construction site rating documentation. In addition to the approved plans described above, the following documentation shall be provided at the construction site prior to inspection of the thermal energy envelope:

1. All NFRC certified factory-built fenestration products shall be labeled with the NFRC certification label. This label is to remain intact on the fenestration unit until inspected by the jurisdiction having authority.

2. For rated site-built fenestration products, there shall be a separate NFRC label certificate for each type of fenestration product used in the project, signed by an independent, NFRC certified inspection agency. The label will display the following information:
   a) The NFRC certification logo.
   b) The name, address and authorized NFRC license number of the approved inspection agency.
   c) The product ratings (U-factor, solar heat gain coefficient and visible light transmittance).
   d) The name, address, and permit number of the project.
   e) The product line information.
   f) The names, addresses and contractors/business license numbers for the suppliers of the frame, the glazing and the contractor.
   g) The printed name and signature of the inspector for the certified inspection agency.

3. For site-built fenestration products where default values were listed on the approved plans, the glazing contractor of record will provide the jurisdiction, a letter on company stationary, containing the following information:
   a) The name, address and permit number of the project.
   b) An itemized list of documentation describing specific components used to construct each type of fenestration.
   c) The signature of the principal owner of the glazing company, attesting to the fact that all products described and documentation submitted were used on that jobsite.
   d) A statement taking full legal and financial responsibility for the correct installation of the fenestration products.
   e) Attached copies of all packing slips for all fenestration components used on the project. This documentation shall bear the job site address or specifically referencing the project.

Section 401.3 Certificate.

Revise Section 401.3, as follows:

401.3 Certificate. A permanently installed certificate approved by the jurisdiction shall be posted on a wall adjacent to the water heater. The certificate shall be completed by the builder or registered design professional. The certificate shall have a heading stating "DO NOT REMOVE" in ½" minimum bold face letters and shall list the predominant R-values of the insulation installed in or on ceiling/roof, walls, foundation (slab, *basement wall*, crawlspace wall and/or floor) and ducts outside conditioned spaces; U-factors for fenestration and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for each component, the certificate shall list the value covering each area or component separately. The certificate shall list the types and efficiencies of heating, cooling and service water heating equipment.

Section 403.2.2 Sealing (Mandatory).

Revise Section 403.2.2, as follows:

403.2.2 Sealing (Mandatory). All ducts, air handler connections at the plenum, filter boxes and building cavities used as ducts shall be sealed. Joints and seams shall comply with the currently adopted mechanical code. Duct assemblies shall be verified for tightness by either of the following methods:

The remainder of this Section remains unchanged

Section 403.4 Service hot water systems (Mandatory).

Delete Section 403.4 in its entirety and replace, as follows:

403.4 Service hot water systems (Mandatory). All service hot water heating systems shall meet the requirements of Sec. 403.4.1 or 403.4.2.

> **403.4.1 Non-circulating hot water systems**. All service hot water piping installed in unconditioned spaces, including under-slab piping, shall be insulated to at least R-2.
>
> **403.4.2 Circulating hot water systems.** All circulating service hot water piping, including under-slab piping, shall be insulated to at least R-2. Circulating hot water systems shall include an automatic or readily accessible manual switch that can turn off the hot water circulating pump when the system is not used.

Section 403.5 Mechanical ventilation (Mandatory).

Add a new Exception to Section 403.5, as follows:

403.5 Mechanical ventilation (Mandatory). Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

> **Exception:** Where clothes dryer exhaust vents terminate vertically at the roof, back draft dampers are not required.

Section 403.6 Equipment sizing (Mandatory).

Revise Section 403.6, as follows:

403.6 Equipment sizing (Mandatory). Heating and cooling equipment shall be sized in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculations methodologies.

Section 405.6.1 Minimum capabilities.

Revise Section 405.6.1, Item 2, as follows:

2. Calculation of whole-building (as a single zone) sizing for the heating and cooling equipment in the standard reference design residence in accordance with ACCA Manual S based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies.

Section 502.4.5 Outdoor air intakes and exhaust openings.

Add new Exceptions No.2 through No.6 to Section 502.4.5, as follows:

502.4.5 Outdoor air intakes and exhaust openings. Stair and elevator shaft vents and other outdoor air intakes and exhaust openings integral to the building envelope shall be equipped with not less than a Class I motorized, leakage-rated damper with a maximum leakage rate of 4 cfm per square foot (6.8 L/s · Cm^2) at 1.0 inch water gauge (w.g.) (250 Pa) when tested in accordance with AMCA 500D.

Exceptions:

1. Gravity (non-motorized) dampers are permitted to be used in buildings less than three stories in height above grade.
2. Supply and exhaust ducts or shafts integral to the smoke management system as required by Sec. 909 of the International Building Code.
3. Type I and Type II fume hoods in commercial kitchens and the make-up air units that are required for the operation of these fume hoods.
4. All vents used for conveying products of combustion.
5. Clothes dryer vents that terminate vertically through a roof.
6. Explosion venting.

503.2.5.1 Demand controlled ventilation.

Revise Section 503.2.5.1, as follows:

503.2.5.1 Demand controlled ventilation. Demand control ventilation (DCV) is required for spaces larger than 500 ft^2 (50m^2) and with an average occupant load of 40 people per 1000 ft^2 (93 m^2) of floor area) as established in Table 4-1of the *Uniform Mechanical Code* and served by systems with on or more of the following:

Revise the title of Section 505, as follows:

SECTION 505
ELECTRICAL POWER AND LIGHTING SYSTEMS

Section 505.2.1 Interior lighting controls.

Add a new Exception No. 3 to Section 505.2.1, as follows:

505.2.1 Interior lighting controls. (…)

Exceptions:

1. *No change*
2. *No change*
3. Normally unoccupied areas, such as restrooms, janitor closets, storage closets and similar spaces, controlled by local occupancy sensors.

Section 505.2.2 Additional controls.

Revise Section 505.2.2, as follows:

505.2.2 Additional controls. Each area that is required to have a manual control shall have additional controls that meet the requirements of Sections 505.2.2.1, 505.2.2.2 and 505.2.2.3.

Section 505.2.2.3 Daylight zone control.

Add two new Exceptions to Section 505.2.2.3, as follows:

505.2.2.3 Daylight zone control. Daylight zones, as defined by this code, shall be provided with controls that control the lights independent of general area lighting. Contiguous daylight zones adjacent to vertical fenestration are allowed to be controlled by a single controlling device provided that they do not include zones facing more than two adjacent cardinal orientations (i.e., north, east, south, and west). Daylight zones under skylights more than 15 feet (4572 mm) from the perimeter shall be controlled separately from daylight zones adjacent to vertical fenestration.

Exceptions:

1. Daylight spaces enclosed by walls or ceiling height partitions and containing two or fewer light fixtures are not required to have a separate switch for general area lighting.
2. Where automatic dimming controls are provided for the electric lighting within the daylight zones, no separate manual control for the daylight zone shall be required.
3. In areas where daylight zones overlap, only one control shall be required to control both zones, unless the areas include more than two adjacent cardinal orientations.

Section 505.5.1 Total connected interior lighting power.

Revise Section 505.5.1 by revising exception #7 and adding a new exception #15, as follows:

505.5.1 Total connected interior lighting power. (…)

Exceptions:

(…)

7. Advertising signage or directional signage, including signage for business identification or promotion, location maps and directories, sports or gaming scoreboards, and slot carousel identifiers.

(…)

15. Theme elements in theme/amusement parks and casino gaming areas.

Section 505.6.2 Exterior building lighting power.

Revise Section 505.6.2, by revising exceptions #2 and #8, as follows:

505.6.2 Exterior building lighting power. (…)

Exceptions:

2. Advertising signage or directional signage, including signage for business identification and promotion, location maps and directories, and sports scoreboards;

8. Theme elements in theme/amusement parks and casinos; and

Chapter 6 REFERENCED STANDARDS

Revise the reference standards in Chapter 6 to include the organization ACCA (Air Conditioning Contractors of America), as follows:

ACCA	Air Conditioning Contractors of America 2800 Shirlington Road, Suite 300 Arlington, VA 22206

Standard reference number	Title	Referenced in code section number
Manual D--95	Residential Duct Systems	
Manual J--02	Residential Load Calculations—Eight Edition	403.6 amend.
Manual S	Residential Equipment Selection	

BUSINESS IMPACT STATEMENT
BILL NO. 2011-15
(Adopts an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-15, that will adopt an updated version of the Southern Nevada Amendments to the 2009 International Energy Conservation Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-16 – Adopts the 2009 Edition of the Southern Nevada Pool Code. 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 adopt the 2009 Edition of the Southern Nevada Pool Code. This version represents an updated version of pool and spa regulations agreed upon by local area jurisdictions.

RECOMMENDATION:
ADOPTION at 4/6/2011 City Council Meeting pursuant to the 3/15/2011 Recommending Committee Meeting.

First Reading – 3/2/2011; First Publication – 3/24/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-16
2. 2009 Southern Nevada Pool Code
3. Business Impact Statement

BILL NO. 2011-16

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT BY REFERENCE THE 2009 EDITION OF THE SOUTHERN NEVADA POOL CODE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2009 Edition of the Southern Nevada Pool Code.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 30, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.30.010: That certain document entitled ["2006 Southern Nevada Pool Code,"] "2009 Southern Nevada Pool Code," three copies of which are on file in the Office of the City Clerk, is adopted by reference and made a part of this Code, to the same effect as if set out herein in full.

SECTION 2: The 2009 Southern Nevada Pool Code, a copy of which is attached to this Ordinance, shall supersede and replace the 2006 Southern Nevada Pool Code, as well as the provisions of that certain document entitled "City of Las Vegas Swimming Pool/Spa Code, 1992 Edition."

SECTION 3: The 2009 Southern Nevada Pool Code referred to in Sections 1 and 2 of this Ordinance is hereby amended as set forth in Sections 4 and 5 of this Ordinance.

SECTION 4: Section 101.3 is hereby amended by adding to the list of exceptions a new Exception (D), reading as follows:

(D) Non-permanently installed pools, except to the extent that the Building Official determines that one or more provisions of Chapter 8 shall apply to particular pools or types of pools.

SECTION 5: Section 804.0 is hereby amended by amending Exceptions 2 and 3 within that Section to read as follows, with new material indicated by underlining:

Exception 2: An alarm permanently installed on all openings in the dwelling unit that provide direct access to the pool or spa. Openings to include doors; operable windows with a sill height of forty-eight (48) inches or less; and pet doors allowing the passage of a sphere of four (4) inches (102 mm) in

diameter. The alarm shall be listed to meet UL Standard 2017 for Residential Water Hazard Entrance Alarms. The alarm shall sound continuously for a minimum of thirty (30) seconds within seven (7) seconds after the door is opened, and be a minimum of capable of providing 85 dB when measured indoors at ten (10) feet (3.05 m) (10'). The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means, such as a touch pad or switch, to temporarily deactivate the alarm for a single opening. The deactivation switch shall be located at least fifty-four (54) inches (1372 mm) (54") above the threshold of the door.

Exception 3: A laser or light beam activation alarm, permanently installed, that either provides an active beam barrier across the access to the pool from the dwelling unit or is installed around the entire perimeter of the pool. The laser or light beam must have an adjustable height capability and sound an alarm of at least eighty-five (85) dB both inside and outside of the home when the beam is crossed. The alarm must automatically reset after alarming. The alarm shall meet ASTM's Provisional Standard Specifications for Pool Alarms (PS 128-01) and be listed.

SECTION 6: The provisions of the City's Administrative Code shall govern procedural and administrative matters related to the enforcement and application of the 2009 Southern Nevada Pool Code.

SECTION 7: This Ordinance shall become effective on July 5, 2011.

SECTION 8: 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 9: 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 10: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-16-11
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

Southern Nevada Building Officials
c/o City of Las Vegas
Building & Safety Dept
713 S. 4th Street
Las Vegas, NV 89101

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Chris Knight, Chair
City of Las Vegas

Greg Blackburn
City of North Las Vegas

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Ron Lynn
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Kurt Sawyer
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Brent Steed
Pahrump Regional
Planning District
(Nye County)

Michael Bouse
City of Henderson

Lisa Conner
Clark County School District

2009

SOUTHERN NEVADA

POOL CODE

Approved by SNBO

July 23, 2010

2009
SOUTHERN NEVADA POOL CODE

SECTION **PAGE**

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PREFACE

This document comprises the Southern Nevada Pool Code and was developed by the jurisdictions listed on the cover page as a document to be adopted by reference. These provisions are not code unless adopted and codified by governmental jurisdictions. These provisions are not intended to prevent the use of any material or method of construction not specifically prescribed herein, provided any alternate has been approved and its use authorized by the building official. This document is available to be adopted as code by any jurisdiction without permission or approval from the jurisdictions listed on the cover page.

In addition to the requirements set forth in this document, public swimming pools, wading pools, spas and water features, designed for full or partial human submersion and open to the public must be constructed in compliance with the Southern Nevada Health District rules and regulations. In the event that conflicts between this document and those regulations occur, the more restrictive condition will apply.

For further information on public pools, please contact the Southern Nevada Health District at (702) 759-0571.

Chapter 1: SCOPE AND ADMINISTRATION

101.0 Title. This document shall be known as the "Southern Nevada Pool Code", may be cited as such, and will be referred to herein as "this code".

101.2 Purpose. This code is an ordinance providing minimum requirements and standards for the protection of public health, safety and welfare.

101.3 Scope. The provisions of this code shall apply to the erection, installation, alteration, repair, relocation, replacement, addition, use, or maintenance of artificially constructed bodies of water.

Exceptions: The following bodies of water shall be exempt from these requirements:

(A) Manmade lakes as defined in local ordinance or administrative code.

(B) Water features utilized in a family entertainment theme park as regulated in local ordinance or administrative code.

(C) Water feature not greater than eighteen (18) inches (457 mm) of maximum water level, used in conjunction with and on the same property as a single-family residence, and available only to the family of the householder or their private guests.

Chapter 2: DEFINITIONS

201.0 General. For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in this chapter and elsewhere in this code where specific definitions are provided. Terms, phrases, and words used in the singular include the plural and the plural singular. Terms, phrases, and words used in the masculine include the feminine and the feminine masculine.

Where terms are not defined, they shall have their ordinarily accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language, Unabridged*, copyright 1986, shall be considered as providing ordinarily accepted meanings.

202.0 Definition of Terms.

ACCESSIBLE: When applied to a fixture, connection, appliance or equipment shall mean having access thereto, but which may require the removal of an access panel, door or similar obstruction without damaging the structure or finish.

ACCESSIBLE, READILY: When applied to a fixture, connection, appliance or equipment shall mean having direct access without the necessity to remove an access panel, door or similar obstruction.

ACCESS BARRIER: A fence, wall, building wall or combination thereof that completely encloses a pool, spa or water feature and obstructs access.

APPROVED: Approval by the Building Official as the result of investigation and tests conducted by the Building Official, or by reason of accepted principles or tests by recognized authorities, technical or scientific organizations.

GATE OR DOOR: A single movable panel that swings or hinges, rotates or slides used for entrance into or closing off an opening in the required barrier.

HEALTH DISTRICT: Southern Nevada Health District.

LISTED and LISTING: Equipment or materials included in a list published by an approved testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of current productions of listed equipment or materials. The published list shall state that the material or equipment complies with approved nationally recognized codes, standards or tests and has been tested or evaluated and found suitable for use in a specified manner.

MANMADE DECORATIVE WATER FEATURE: Any manmade stream, fountain, waterfall, or other water feature that does not meet the definition of a swimming pool and contains water that flows or that is sprayed into the air, constructed for decorative, scenic or landscape purposes. Any manmade decorative water feature exceeding eighteen (18) inches (457 mm) in depth shall meet the requirements of a swimming pool as specified in Chapters 3 through 8.

MANUFACTURED: A pool, spa or water feature that is manufactured or constructed at another location, transported to the property, and placed and/or assembled at the property.

MAXIMUM WATER LEVEL: The highest level that water can reach before it spills out.

NORMAL OPERATING WATER LEVEL: The overflow point on overflow gutters or the midpoint in the throat of skimmers.

POOL: See "SWIMMING POOL."

POOL DEPTH: The distance between the lowest point of the pool floor and the maximum water level.

PRIVATE SWIMMING POOL OR SPA: All constructed swimming pools or spas which are used in conjunction with and on the same property as a single-family residence, and available only to the family of the residence or their private guests.

PUBLIC POOL OR SPA: Any swimming pool or spa, other than a private pool or spa.

SLIP RESISTANT: A surface that has been so treated or constructed as to significantly reduce the chance of slipping when wet.

SPA: An artificially constructed body of water, either portable or permanent with a maximum water level greater than eighteen (18) inches (457 mm) in depth, designed for recreation or therapeutic use that is not drained, cleaned or refilled for each individual user. It may include, but is not limited to: hydro-jet circulation, hot tubs, hot water, cold water, mineral baths, air induction bubbles, or any combination thereof.

STAIR, RECESSED TREAD, LADDER: A means of entry and exit to and from the pool or spa that may be used in conjunction with each other.

(A) **Stair**: A riser/tread or series of risers/treads extending down from the deck into the pool/spa.

(B) **Recessed Tread**: A series of vertically spaced cavities in the pool or spa wall creating tread areas for step holes.

(C) **Ladder**: A series of vertically separated treads or rungs connected by vertical rail members or independently fastened to an adjacent vertical wall.

STORABLE SWIMMING OR WADING POOL: Those that are constructed on or above the ground and are capable of holding water to a maximum depth of forty-two (42) inches (1067 mm), or a pool with nonmetallic, molded polymeric walls or inflatable fabric walls regardless of dimension. Such items are not subject to this code.

SUCTION OUTLET: The aperture or fitting, other than a skimmer, on the bottom or side wall of a pool, spa or water feature through which the water under negative pressure (vacuum) is drawn from the pool, spa or water feature to the pump.

SWIMMING POOL: A permanently installed artificial body of water with a maximum water level greater than eighteen (18) inches (457 mm) in depth, which includes all equipment necessary for its use.

UNBLOCKABLE DRAIN: The term "unblockable drain" means a drain of any size and shape that a human body cannot sufficiently block to create a suction entrapment hazard.

WASTEWATER: Water from filter cleansing, draining of a pool or spa, or lowering of the water level in a pool or spa.

WATER FEATURE: See "MANMADE DECORATIVE WATER FEATURE".

WIDTH or LENGTH: The actual dimension taken at the maximum location from inner wall to inner wall at the normal operating water level of a pool or spa.

Chapter 3: SITE WORK, SETBACKS AND CLEARANCE REQUIREMENTS

301.0 Site Work. Excavation areas shall be protected so that they do not endanger life or property. Temporary barricades shall be maintained in place and kept in good order until permanent barriers are installed. It shall be the responsibility of the contractor or owner to verify property line locations prior to excavation.

302.0 Pool Location. In-ground pools, spas, and water features shall not be placed closer than sixty (60) inches (1524 mm) to any building or structure and shall not encroach within public utility easements. An exception may be permitted when substantiation is provided by a Nevada Licensed Structural or Civil Engineer that no damage will occur to buildings, structures or adjacent properties and that no unsafe structural conditions will exist.

303.0 Drainage. Site drainage shall be provided to direct all drainage from site, perimeter decks, and roofs away from the pool, spa and adjacent buildings and structures.

304.0 Equipment. Any outdoor equipment pad shall not be in contact with any foundation. Equipment shall be installed with adequate drainage. Equipment in vaults or pits shall have an approved means to drain water. Equipment shall be installed in accordance with the currently adopted Codes, listing requirements and the manufacturer's installation instructions.

305.0 Equipment Clearances. All electrical equipment clearances shall comply with requirements specified per National Electrical Code and manufacturer's listing guidelines. A twenty-four (24) inch (610 mm) wide access path is required to all pool and mechanical equipment. Equipment shall be mounted on a permanent, secure wall, fence or other approved structure.

306.0 Overhead electrical conductor clearances. Existing service-drop conductors or other open, overhead wiring shall not be left in place or be installed above the following:

(1) Pools and the area extending ten (10) feet (3.05 m) horizontally from the inside of the walls of the pool;

(2) Diving structures;

(3) Observation stands, towers or platforms.

Exceptions:

1. Where such installations meet the requirements of NEC Table 680.8, as follows:

Table 680.8 Overhead Conductor Clearances

Clearance Parameters	Insulated supply or service drop cables or wiring, 0-750 volts to ground, supported on and cabled together with an solidly grounded bare messenger or solidly grounded neutral conductor	All other Conductors Voltage to Ground	
		0-15 kV	15 to 50 kV
A. Clearance in any direction to the water level, edge of water surface, base of diving platform, or permanently anchored raft	22.5 ft. (6.9 m)	25ft. (7.5 m)	27 ft. (8.0 m)
B. Clearance in any direction to the diving platform or tower	14.5 ft. (4.4 m)	17 ft. (5.2 m)	18 ft. (5.5 m)
C. Horizontal limit of clearance measured from inside wall of the pool	This limit shall extend to the outer edge of the structures listed in (A) and (B) of this table but not to less than 10 ft. (3.05 m).		

2. Utility-owned, operated, and maintained communications conductors, community antenna system coaxial cables complying with Article 820, and the supporting messengers shall be permitted at a height of not less than ten (10) feet (3.05 m) above swimming and wading pools, diving structures, and observation stands, towers, or platforms. (See Sections NEC 225.18 and 225.19 for clearances for conductors not covered by this section.)

307.0 Additional Clearances. All clearances must comply with the currently adopted edition of the National Electrical Code.

Chapter 4: STRUCTURAL REQUIREMENTS

401.0 General Materials. Pools, spas, and water features shall be constructed of reinforced concrete conforming to the provisions of the currently adopted Building Code, Southern Nevada Code Amendments or alternate materials approved by the Building Official. Approved, listed manufactured pools, spas and water features shall be installed in accordance with manufacturer's installation instructions and their listing.

402.0 Design. Structural design for pools, spas and water features shall be engineered by a registered design professional or approved by the Building Official. Construction documents (material specifications, sections and details) shall be wet sealed and signed by the engineer-of-record.

403.0 Geotechnical Investigation Report. All areas of Southern Nevada shall have a geotechnical investigation report at completion of excavation or prior to permit application. Geotechnical investigation report must be prepared by a registered design professional. Geotechnical investigation report shall be accompanied by appropriate substantiation test including: sampling data, suitability for the intended project, and recommendations on treating the sub-grade soil and/or modifications to the swimming pool design.

When a geotechnical report is not used for structural design, the design shall comply with the provisions of the currently adopted Building Code and the Southern Nevada Code Amendments.

Exceptions:

1. The site is specifically identified as outside a special geologic consideration zone as identified on the Clark County Soils Guidelines Map
2. Areas of Clark County not covered by the Clark County Soils Guidelines Map
3. At the option of the Building Official
4. Any excavation less than twenty-four (24) inches (610mm) in depth.

404.0 Ground Water Protection. If groundwater is present, a hydrostatic valve or other approved means shall be installed at the lowest point.

405.0 Site Condition. Additional loads due to sloping backfill and surcharges shall be designed and detailed. Plans and sections shall include all permanent structures from the pool wall within a horizontal distance of seven (7) feet (2.1m) or maximum depth of the pool, whichever is greater. The setback for permanent structures and pool shall comply with the provisions of the currently adopted Building Code and the Southern Nevada Code Amendments.

406.0 Seismic Consideration. In-ground pools, spas and water features are not required to be designed for a seismic load.

407.0 Concrete Strength, f'c. Minimum specified compressive strength in the construction document shall be 4,500psi with a maximum water to cement ratio of 0.45.

408.0 Bond Beam. A continuous bond beam shall not be interrupted for the installation of skimmers and/or similar apparatus. An alternate method may be used when approved by the Building Official.

409.0 Special Inspection. Unless required by a registered design professional or by the Building Official, special inspections are not required for a private swimming pool, spa or water feature.

Chapter 5: ELECTRICAL REQUIREMENTS

501.0 Electrical Requirements. All electrical installations, modifications, repairs or alterations of pools, spas and water features shall conform to the provisions of the currently adopted National Electrical Code, Southern Nevada Code Amendments and the Southern Nevada Health District.

502.0 Pool and Spa Lighting. Pools and spas shall be equipped with lighting that illuminates the entire bottom and volume, and shall be an underwater or overhead type. Underwater lighting shall be a minimum of one-half (1/2) watt or equivalent lumens per square foot of water surface area. Overhead lights shall be a minimum of two (2) watts or equivalent lumens per square foot of water surface area. Any glass parts shall be protected from breakage. Fiber Optic lighting used for pool and spa lighting shall be installed in accordance with their listing and labeling.

503.0 Area Lighting of Public Pools and Spas. Area lighting shall be provided to illuminate the surface areas of the pool deck and spa deck. The lights shall be a minimum of six-tenths (6/10) watt or equivalent lumens per square foot of deck area.

504.0 Disconnecting Means. Time clocks are not permitted as a means of disconnect for motors unless listed for the purpose or approved by the Building Official.

505.0 Load Calculations. Electrical load calculations will be required for any pool, spa, or combination that utilizes more than one pump motor. This is required to verify that the existing electrical system is adequate for the additional loads being added.

506.0 Conductor Feeder, Overcurrent Protection and Grounding: All pool panels shall have a minimum #10 AWG copper wire feeder or equal and a thirty ampere (30A) breaker with an insulated ground wire to the existing panel.

507.0 Bonding. Swimming pools and decks shall be bonded in accordance with the National Electrical Code, Article 680.26 and the Southern Nevada Code Amendments.

Chapter 6: PLUMBING REQUIREMENTS

601.0 Plumbing Requirements. Plumbing installation, modification, repair or alteration of a pool, spa or water feature shall conform to the provisions of the currently adopted Plumbing Code, Southern Nevada Code Amendments, Southern Nevada Health District and the additional following requirements:

602.0 Water Quality. All water treatment, filtration and recirculation devices, and hydraulic lines and systems shall be approved by the Health District prior to permit issuance for a public pool or spa. Water features designed for full or partial human submersion open to the public shall be reviewed and approved by the Health District prior to permit issuance. Water quality in water features, which do not come in contact with the public, and private pools and spas, shall be maintained in such a manner that a nuisance is not created pursuant to NRS 40.140.

603.0 Heating Equipment. Heating equipment shall conform to the provisions of the currently adopted Mechanical, Plumbing and Electrical Codes. Installation of such equipment shall be according to the manufacturer's instructions and listing. Heating equipment shall be located on a minimum three (3) inch (76 mm) thick pad of concrete or other approved material. The top of the pad shall be a minimum of three (3) inches (76 mm) above adjacent grade and shall be appropriately sized to accommodate all equipment. Equipment installed in alternate locations, such as vaults or pits, must be listed for the location or be approved by the Building Official. When pool or spa water heating equipment is installed with a full-way type shutoff valve between the outlet of the heater and the pool or spa, an approved pressure relief valve shall be installed on the discharge side of the water heating equipment.

603.1 Vents shall terminate with clearances as follows: Vents shall terminate as per the currently adopted Uniform Mechanical Code and per the manufacturers listing.

604.0 Underground Installation. All underground installation of plumbing lines, including water supply lines, drains, vacuum and circulating lines and gas piping systems, shall be installed on a minimum three (3) inch (76 mm) base, a minimum one (1) inch (25.4 mm) side and four (4) inch (101.6 mm) cover of clean sand in place at time of inspection.

605.0 Water Piping. Swimming pools, spas, and water features shall use approved type "L" copper, approved PVC pipe of a minimum schedule 40 PVC meeting the NSF PW-14 Standard (or equal), or other approved materials. PVC pipe shall be bent using heat by thermostatically controlled equipment. All plastic pipe exposed to sunlight shall be protected with an approved tape wrapping or paint. Water piping shall be pressure tested at twenty (20) PSI for fifteen (15) minutes. For the purpose of this code the factory installed pressure gauge shall be adequate.

606.0 Gas Piping. Natural gas piping systems shall conform to the provisions of the currently adopted Plumbing Code. All other approved systems shall be tested at sixty (60) PSI for thirty (30) minutes. Liquefied petroleum gas piping systems shall conform to the provisions of the National Fuel Gas Code, NFPA 54. Threaded ferrous metal gas pipe systems shall be pressure tested at ten (10) PSI for fifteen (15) minutes.

607.0 Water supply. Pools, spas, and water features shall have water directly supplied through a water supply inlet. The water supply inlet for public pools shall comply with Southern Nevada Health District provisions. The water supply inlet on private pools shall be protected by a one (1) inch (25.4 mm) air gap or approved backflow protection device.

Exception: Private pools and spas may be provided with a water supply consisting of an approved back flow protection device (vacuum breaker) located on the discharge side of the last valve or a sill cock (hose bib) from which a water hose may be attached.

608.0 Wastewater. Wastewater from pools, spas, and water features shall be discharged to the public sewer through a permanently installed waste line. Wastewater shall not be discharged to a septic tank.

The permanently installed waste line shall discharge through an indirect waste connection of the following type: an approved interceptor; a sand trap which is vented and provided with a clean-out on the discharge side; or a "P" trap of a minimum size of three (3) inches (76 mm).

Exceptions:

1. If a public sewer service is not available, the Building Official may authorize the wastewater to be discharged above ground and used for irrigation purposes. The wastewater shall not be allowed to drain to adjacent properties or the public way. This authorization may be revoked if a hazardous, nuisance or unsanitary condition occurs.

2. For private pools, spas, and water features, a hose connection may be used as a waste line.

609.0 Entrapment Avoidance: Each swimming pool, spa or water feature shall be constructed with at least one of the following means for entrapment avoidance. Public pools and spas shall comply with the Southern Nevada Health Districts requirements.

609.1 Minimum of two (2) suction outlets:

(a) Each suction outlet must be sized to the maximum pipe size used in that outlet system.

(b) The tee feeding the common suction line between the suction outlets, to the pump(s) shall be located approximately midway between the outlets, and without valves, with the branch side of the tee providing flow to the pump.

(c) Each suction outlet shall be separated a minimum of thirty-six (36) inches (914.4mm) on a horizontal plane, or located on two (2) different planes. (For example: one on the bottom & one on a vertical plane, one each on two (2) separate walls). (One skimmer and one drain cover on a single suction line shall not be permitted)

(d) Each suction outlet pipe must have a cover installed per the manufacturers instructions, complying with ASME/ANSI A112.19.8a-2008 or any successor standard.

(e) The flow rate of each cover shall be at least the system's maximum flow rate.

609.2 One (1) or more unblockable drains:

(a) All unblockable drains must be installed as a complete drain & sump assembly or pre assembled by the manufacturer. No "field fabricated sumps" will be allowed.

(b) Unblockable drains must be eighteen (18) inches (457 mm) x twenty-three (23) inches (737 mm) or have a diagonal measurement of twenty-nine (29) inches (737 mm) or greater.

(c) Drains must be installed per manufactures instructions.

(d) Anti- Entrapment devices or systems complying with ASME/ASNI A112.19.17-2007 or ASTM standard F-2387-04.

1. The device or system must be installed & tested as per manufactures instructions.

2. The instruction manual shall be left with property owner, management or owners representative.

(e) Other means as approved by the Building Official.

610.0 Filtering and recirculation. Pools, spas, and water features shall be equipped with a filtering and recirculation system. Equipment shall be mounted on a minimum three (3) inch (76 mm) thick pad of concrete or other approved materials. The pad shall be a minimum of three (3) inches (76 mm) above adjacent grade and sized to accommodate all equipment. All equipment shall be listed by a nationally recognized testing agency for the appropriate use. The circulation system shall provide a complete turnover of water within the time frame specified below:

Type of Water Feature	Maximum Recirculation Time (Hours)
Public Pool	6.0
Private Pool	12.0
Public Spa	0.5
Private Spas	1.0
Water Feature	8.0

Filler, circulation systems, scum gutters and skimmers that are located in public pools, spas and water features shall conform to Health District regulations. Inlets for fresh or repurified water in all pools, spas, and water features shall be located to produce uniform circulation of water throughout the entire pool, spa or water feature.

611.0 Sewer Lines. Swimming pools, in-ground spas, or water features shall not be constructed over a sewer, unless the sewer line is of cast iron material and prior approval from the Building Official is obtained.

612.0 Septic Systems. All Swimming pool and spa water filler and circulation piping within twenty-five (25) feet (7.5m) of a septic system shall conform to Health District regulations.

Chapter 7: ARCHITECTURAL REQUIREMENTS

700.0 Public Pools and Spas. Public pools and spas shall also comply with the Southern Nevada Health District requirements.

701.0 Walls and floors. The materials used in pool, spa, and water feature wall and floor construction shall conform to the provisions of the currently adopted Building Code and the Southern Nevada Code Amendments. Walls and floors shall be designed and constructed of non-absorbent material in a manner to be leak-proof and structurally sound under all the conditions of the site. The inner surface of the pool or spa shall be coved, rounded, or bull-nose at all joints, corners, angles of bases, walls, floors, or curbs. No sharp corners or projections shall be permitted.

702.0 Entry/Egress.

702.1 Pools. Pools with a depth greater than twenty-four (24) inches (610 mm) at pool walls shall be provided with a means of Entry/Egress. Pools exceeding thirty (30) feet (9.14 m) in width or length shall have egress provided on opposite ends of those sides greater than thirty (30) feet (9.14 m). A seat meeting the requirements of Section 704.0 shall be considered as a second means of egress.

702.2 Spas. Spas with a depth greater than twenty-four (24) inches (610 mm) shall have an interior top step, which complies with Section 703.2 below. The distance from the top step to the bench shall comply with Section 703.2 on one side of the top step. Spas with a deck between twelve (12) inches (305 mm) and twenty-four (24) inches (610 mm) above grade that are entered by sitting on the rim deck and spinning into the spa shall not require exterior steps. Listed manufactured spas shall have entry and egress as per their listing.

702.3 Water features. Water features and vanishing edge catch basins greater than twenty-four (24) inches (610 mm) in depth with walls that are inclined greater than forty-five (45°) degrees shall have a means of entry/egress.

703.0 Ladder, stairs, or recessed treads. An entry/egress for a pool, spa or water feature shall be constructed to minimize hazards and consist of a ladder, stairs, or recessed treads or an alternate method approved by the Building Official. The ladder, stairs or recessed treads shall comply with the following requirements, respectively:

703.1 Ladder. Ladders shall be of a corrosion resistant material and be provided with two handholds or handrails. Ladder treads shall have a uniform vertical spacing of seven (7) inches (178 mm) minimum and twelve (12) inches (305 mm) maximum, with a minimum width of eighteen (18) inches (457 mm). Vertical spacing variation within each ladder shall not exceed one (1) inch (25.4 mm). Treads shall have a minimum horizontal depth of one and one-half (1 ½) inches (38 mm). The top tread of the ladder shall be a maximum of twelve (12) inches (305 mm) below the top of coping, deck or exterior edge of the pool or spa.

703.2 Stairs/Steps. Stairs/steps shall have a slip resistant surface and no sharp edges. Public pools shall have a maximum riser height of ten (10) inches (254 mm) with a minimum horizontal tread depth of twelve (12) inches (305 mm). Riser height variation within each stair shall not exceed one (1) inch (25.4 mm). The distance from the bottom of the pool to the bottom step shall not be considered a riser. Private pools, private and public spas and water features shall have a maximum riser height of twelve (12) inches (305 mm), with a minimum horizontal tread depth of twelve (12) inches (305 mm). Steps shall extend to a depth of forty-two (42) inches (1067 mm) of water depth or within twelve (12) inches (305 mm) of a portion of the pool floor. The distance from the bottom of the pool to the bottom step shall not be considered a riser.

703.3 Recessed treads. Recessed treads shall be provided with a set of handrails or handholds to serve all treads and risers. Recessed treads shall have a uniform vertical spacing of seven (7) inches (178 mm) minimum and twelve (12) inches (305 mm) maximum. Recessed treads shall have a minimum depth of five (5) inches (127 mm) and a minimum width of twelve (12) inches (305 mm). The uppermost tread shall be a maximum of twelve (12) inches (305 mm) below the coping, deck or exterior edge of the pool or spa.

704.0 Deck, Seat or Handholds. Pools and spas greater than thirty-six (36) inches (914.4 mm) in water depth shall be provided with a deck made of a slip resistant material or other alternate materials, as approved by the Building Official. Man-made decorative water features and design features may interrupt the deck. In these cases seats or handholds may be used for safety and emergency provisions, and shall be spaced a maximum of every forty-eight (48) inches (1219 mm) around the perimeter of the pool or spa where deck interruptions occur. Decks shall be mandatory at each required entry and egress point. This deck section shall meet the width requirements as stated below and shall be a minimum of forty-eight (48) inches (1219 mm) in length. This decking may be up to twenty-four (24) inches (610 mm) below the maximum water level. The deck, seat or handholds shall comply with the following requirements, respectively:

704.1 Deck. The deck shall be a minimum of thirty (30) inches (762 mm) wide and slope one quarter (¼) inch per foot (6.4 mm per 305 mm) away from pool, property lines and house footings. The deck shall be placed a maximum of twelve (12) inches (305 mm) above the normal operating water level to qualify as a handhold. Public pools and spas shall have a minimum deck width of forty-eight (48) inches (1219 mm).

The finished surface of pool decks shall be a minimum of two (2) inches (51 mm) below the bottom of any adjacent exterior wall weep screed. A drain feature allowing a two (2) inch (50.8mm) vertical clearance along the weep screed shall be acceptable.

Decks shall be sloped to effectively drain to either deck drains or perimeter areas away from the pool or spa. Deck drains must terminate a minimum of twenty-four (24) inches (610 mm) from the foundation of any structure.

704.2 Seat. An underwater seat, bench or swim-out, utilized as a means of egress, shall be a minimum of twelve (12) inches (305 mm) long, a minimum of twelve (12) inches (305 mm) wide and a maximum of twenty-four (24) inches (610 mm) below the water surface.

Exception: Spa seats.

704.3 Handhold. A handhold shall consist of any of the following:

(a) A continuous coping, ledge or handhold shall be placed a maximum of twelve (12) inches (305 mm) above the water surface or no greater than six (6) inches (152.4 mm) below water level. A ledge shall have a minimum projection of three (3) inches (76 mm). Individual handholds must be at least six (6) inches (152.4 mm) in length and one and one-half (1 ½) inches (38 mm) in depth. Attachment must be made by an approved listed waterproof epoxy. Vanishing edges sloping into the main body of water shall have a maximum wall thickness of fifteen (15) inches (381 mm) when used as a handhold.

(b) A permanently secured railing of one and one-quarter (1 ¼) inches (32 mm) to two (2) inches (51 mm) in diameter placed at a maximum of twelve (12) inches (305 mm) above the water surface and a maximum of six (6) inches (152.4 mm) below the water surface.

(c) Ladders, steps or recessed treads complying with Section 703.0 as listed above.

705.0 Wind Sensors. Water features and fountains on commercial properties shall be equipped with an integral automatic wind sensor device calibrated to shut off airborne and moving water when wind velocity exceeds twenty miles per hour.

706.0 Diving Boards/Slides. Pools equipped with diving boards or slides shall be engineered and designed to comply with published ANSI standards. Slides and diving boards shall be installed per manufacturer's listing.

Chapter 8: ACCESS BARRIERS ANS SAFETY REQUIREMETS

800.0 Public Pools and Spas. Public pools and spas shall also comply with the Southern Nevada Health Districts requirements.

801.0 Access Barrier Requirements. Pools and spas shall be completely enclosed with access barriers.

Exceptions:

1 Prefabricated swimming pools accessory to a Group R, Division 3 Occupancy in which the pool walls are entirely above the adjacent grade and the capacity does not exceed 5,000 gallons.

2 Spa or hot tub with an approved lockable cover in the closed position meeting the most recent addition of ASTM Standard F1346-91, or equal.

802.0 Access Barrier Construction Requirements: Access barriers shall comply with the following:

802.1 Height. The top of the barrier shall not be less than sixty (60) inches (1524 mm in height above adjacent grade measured from outside the enclosed area or eight (8) feet (2.4 m) vertical, non-climbable, measured on the inside. The vertical clearance between grade and the bottom of the barrier shall be four (4) inches (101.6 mm) maximum. When permanently installed pools or spas are in adjacent yards the common barrier may be reduced to forty-eight (48) inches (1219.2 mm) on either side.

802.2 Wrought Iron. Wrought iron fence with open guardrails shall have intermediate rails or an ornamental pattern such that a sphere four (4) inches (101.6 mm) in diameter cannot pass. Horizontal support members shall be spaced at least thirty-two (32) inches (813 mm) and shall comply with Section 802.1.

802.3 Wrought Iron with Masonry. Mixed use of masonry and wrought iron walls shall comply with all of the following:

(1) Masonry or wrought iron portion of the wall shall be a minimum of thirty-two (32) inches (813 mm) in height.

(2) The wrought iron portion of the wall shall comply with Sections 802.1 and 802.2 with a maximum of two horizontal members, one near the bottom, within four (4) inches (101.6 mm) of the masonry wall below, and one a minimum of sixty (60) inches (1524 mm) above grade.

802.4 Chain Link. Chain link fences shall not exceed one and one quarter (1¼) inch (32 mm) mesh size. The fence shall have top and bottom horizontal supports. The fence height must be a minimum of sixty (60) inches (1524 mm) and shall be constructed of not less than 11 gauge wire.

803.0 Gates or Doors. All gates or doors eight (8) feet (2.4 m) in width or less shall meet the following requirements:

(1) Gates and doors shall be self-closing and self-latching.

(2) Gates shall open outward from the enclosed pool area.

803.1 Latching Devices. The self-latching devices of gates or doors shall be one of the following:

(1) A device that is an ASTM F-1908-08 approved latching device. It shall be installed per the manufacturer's installation instructions.

(2) A device mounted inside the enclosed area and be designed to be inoperable from outside the enclosed area. Manual catch latch devices shall not be less than three (3) inches (76 mm) or more than six (6) inches (152.4 mm) below the top of the door or gate. It shall be inaccessible from outside the enclosed area for a distance of twenty (20) inches (508 mm) in all directions from the latch except that an opening not greater than one-quarter (1/4) inch (6 mm) diameter shall be permitted. This protection is not required to extend above the top of the gate.

(3) Keyed lockset devices shall be mounted at a minimum of forty-two (42) inches (1067 mm) above grade.

803.2 No other device shall impede operation or obstruct closing of self-latching device.

803.3 Large Access Barrier Gates. Access barrier gates, greater than eight (8) feet (2.4 m) in width, shall be equipped with protected self-latching, lockable hardware and shall remain locked at all times when not in use.

Exception: Electronic remote latches without manual devices and panic hardware where required shall not be subject to height restrictions.

803.4 Single Access Gates. Single access gates or doors integral to perimeter fences shall comply with the requirements of Section 802.0 and shall have latching devices capable of keeping the door or gate securely closed and latched.

803.5 Double Gates. Double gates integral to perimeter fences shall comply with the requirements of Section 802.0 and shall be permanently locked. If double gates are used as a component of the access barrier, one gate shall be pinned and locked in the closed position and the adjoining gate must meet the requirements of Section 803.0.

803.6 Electric Operated Gates. Electric operated gates shall start to close within thirty seconds (30) of entry.

803.7 Key Operated Devices. Key-operated, self-latching locks that are integral to the gate or door may be used as latching devices, as long as they are permanently locked from the outside and comply with the above installation requirements.

804.0 Secondary Access Barrier Requirement. An additional barrier that isolates all openings in the dwelling unit from the pool or spa shall be erected. The barrier shall be a minimum of forty-eight (48) inches (1219 mm) in height and shall not allow the passage of a sphere four (4) inches (102 mm) in diameter. All gates shall be self-closing and latching at the top of the barrier. No other device shall impede operation or obstruct the closing of self-latching gate.

Exception 1: Self-closing and self-latching devices installed on all openings in dwelling unit that provide direct access to the pool or spa. Openings to include doors; operable windows with a sill height of forty-eight (48) inches (1219 mm) or less; and pet doors allowing the passage of a sphere of four (4) inches (102 mm) in diameter.

Exception 2: An alarm installed on all openings in dwelling unit that provide direct access to the pool or spa. Openings to include doors; operable windows with a sill height of forty-eight (48) inches or less; and pet doors allowing the passage of a sphere of four (4) inches (102 mm) in diameter. The alarm shall be listed to meet UL Standard 2017 for Residential Water Hazard Entrance Alarms. The alarm shall sound continuously for a minimum of thirty (30) seconds within seven (7) seconds after the door is opened, and be a minimum of capable of providing 85 dB when measured indoors at ten (10) feet (3.05 m) (10'). The alarm shall automatically reset under all conditions. The alarm shall be equipped with a manual means, such as a touch pad or switch, to temporarily deactivate the alarm for a single opening. The deactivation switch shall be located at least fifty-four (54) inches (1372 mm) (54") above the threshold of the door.

Exception 3: A laser or light beam activation alarm installed that provides an active beam barrier across the access to the pool from the dwelling unit or installed around the entire perimeter of the pool. The laser or light beam must have an adjustable height capability and sound an alarm of at least eighty-five (85) dB both inside and outside of the home when the beam is crossed. The alarm must automatically reset after alarming. The alarm shall meet ASTM's Provisional Standard Specifications for Pool Alarms (PS 128-01) and be listed.

Exception 4: Power safety covers installed that comply with ASTM F1346-91.

Exception 5: An alternate means or method approved by the Building Official provided the degree of protection afforded is equal to or greater than that afforded by a secondary barrier.

805.0 Safety Glazing. Glazing in walls and fences within sixty (60) inches (1524 mm) or less, measured horizontally from the water's edge and less than sixty (60) inches (1524 mm) measured vertically above grade shall be considered hazardous locations. In these locations, tempered glazing, laminated glass or Plexiglas shall be used.

806.0 Barrier Timeliness. All required access barrier elements shall be installed prior to:

(1) Installation of a pre-manufactured pool or spa.

(2) The pre-plaster inspection of a conventionally constructed pool or spa.

(3) The filling of any water feature.

807.0 Surveillance Substitute. In lieu of access barriers required by this code, resort hotel facilities and therapeutic facilities used by or under the direct control of licensed medical personnel may provide a dedicated guard so that observation is maintained at all times. An alternate method may be submitted in writing and approved by the Building Official. Such submittal shall become a permanent part of the job record.

808.0 Responsible Party. The owners of the property upon which pools, spas or artificial bodies of water are located are responsible to establish and maintain access barriers. The owner or developer of land adjacent to an access barrier required by this section shall not reduce, degrade, or infringe on the access barrier's compliance with this code.

809.0 Alternate Materials or Methods: An application for alternate materials or methods must be reviewed and approved by the Building Official for any proposed access barrier which does not meet the requirements of this code. If approved by the Building Official, the owner remains responsible for establishing and maintaining such approved alternate materials or methods.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-16
(Adopts the 2009 Edition of the Southern Nevada Pool Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-16, that will adopt the 2009 Edition of the Southern Nevada Pool Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-17 – Adopts the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code. 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 adopt the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code. This version represents an updated version of the City's regulations governing amusement and transportation rides.

RECOMMENDATION:
ADOPTION at 4/6/2011 City Council Meeting pursuant to the 3/15/2011 Recommending Committee Meeting.

First Reading – 3/2/2011; First Publication – 3/24/2011

BACKUP DOCUMENTATION:
1. Bill No. 2011-17
2. City of Las Vegas Amusement and Transportation Rides Code, 2010 Edition
3. Business Impact Statement

BILL NO. 2011-17

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE "CITY OF LAS VEGAS AMUSEMENT AND TRANSPORTATION RIDES CODE, 2010 EDITION" AS A REPLACEMENT FOR THE 1993 EDITION OF THAT DOCUMENT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Adopts the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 16, Chapter 48, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

16.48.010: That certain document entitled [~~"City of Las Vegas Amusement and Transportation Rides Code, 1993 Edition,"~~] "City of Las Vegas Amusement and Transportation Rides Code, 2010 Edition," three copies of which are on file in the Office of the City Clerk, is adopted by reference and made a part of this Code, to the same effect as if set out herein in full.

SECTION 2: That certain document entitled "City of Las Vegas Amusement and Transportation Rides Code, 1993 Edition" is hereby repealed in its entirety.

SECTION 3: That certain document referred to in Section 1 is attached to this Ordinance.

SECTION 4: This Ordinance shall become effective on July 5, 2011.

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 2-16-11
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 AMUSEMENT AND TRANSPORTATION RIDES CODE, 2010 EDITION

SECTION 1: **Purpose.** The purpose of this Code is to establish minimum standards for the design, construction, alteration, maintenance, operation, inspection, and issuance of ride permits/certificates for, amusement and transportation rides for use by the public. The Code is intended to protect the public safety, health and general welfare by setting certain standards for structural strength, stability, health and general welfare by setting certain standards for structural strength, stability and safety relative to life and property hazards incident to the installation, construction, maintenance, alteration, repair, removal and use of amusement and transportation rides.

SECTION 2: **Scope.** Except as otherwise provided, the provision of this Code shall apply to all amusement rides and transportation rides that are erected or installed for a period of 30 days or longer.

This Code may be referred to as the "City of Las Vegas Amusement and Transportation Rides Code, 2010 Edition" or the "Amusement and Transportation Rides Code of the City of Las Vegas, 2010 Edition."

Nothing is this Code shall be deemed to deprive any federal or state agency, or any applicable governing body having jurisdiction, or any power or authority which it had on the effective date of this Code or of any remedy for the enforcement of its orders, nor shall anything in this Code be deemed to deprive any individual or entity of its legal rights as provided by law. Nothing herein is intended to regulate means of public transportation that are already regulated by the Nevada Public Service Commission.

Nothing in this Code shall be deemed to create any additional duty on the part of the City of its officers, agents and employees toward any individual or group of individuals. The liability provisions set forth in Section 202 of the Uniform Administrative Code, as adopted by the City, shall apply to this Code and the administration and enforcement thereof.

This Code shall be considered a "technical code" whose administrative provisions are generally contained in the Uniform Administrative Code, as adopted by the City of Las Vegas, except as otherwise specifically provided herein.

SECTION 3: **Definitions.** The terms used in this Code have the meanings ascribed to them in this Section, or in the Uniform Administrative Code or other technical codes adopted by the City of Las Vegas. Terms that are not defined in accordance with the preceding sentence shall have their ordinarily accepted meanings within the context in which they are used. Webster's "Third New International Dictionary of the English Language, Unabridged, 1981 Edition," shall be deemed to provide ordinarily accepted meanings.

"**Amusement Ride**" means any ride, device, building or structure which is put to public use and is used primarily for human entertainment, enjoyment or transportation of people, whether moving or stationary, or a structure which causes a medium to be moved to transport passengers. The final determination concerning whether or not a ride, device, building or structure shall be classified as an "amusement ride" is within the discretion of the Director.

"**Amusement Park**" means a tract or area used principally as a permanent location for amusement ride, transportation rides and building and systems associated therewith.

"**Attraction**" means an interactive device that contains elements such as a moving stage, hydraulics, pneumatics, fire spectacles or other devices designed to entertain.

"**Approved Agency**" means an agency regularly engaged in providing verification reports; manufacturing inspections or testing; raw material inspection; certification or testing of completed products or components at the point of fabrication or manufacture; or inspection or testing of assembled items or components at a project location during construction or installation.

"**Department**" means the Department of Building and Safety of the City of Las Vegas.

"**Director**" means the Director of the Department or his designee.

"**Major Modification**" of a Ride means any change in either the structural or operation characteristics of the Ride which will alter its performance from that specified in the manufacturer's design criteria.

"**Minor Modification**" of a Ride means any change that does not alter the structural or operation characteristics of the Ride no change its performance from that specified in the manufacturer's design criteria.

"**Operations and Maintenance Manual(s)**" means one or more manuals, written in the English language and approved by the Director, which specify the procedures for the Owner/Operator to follow to ensure proper maintenance and safe operation of Rides regulated by this Code.

"**Owner/Operator**" means the owner, operator and/or lessee of a Ride, and includes a person who has custody or control of the Ride.

"**Prohibited Use Notice**" means a formal written notice issued by the Department indicating noncompliance with the requirements of certification, installation, inspection, operation or any other requirement of this Code and further indicating that the Ride may not be operated for other than inspection or testing.

"**Qualified Individual**" means a designated representative of the Owner/Operator of a Ride who is technically qualified and is accountable to the Owner/Operator for the maintenance of a Ride.

"**Ride**" means an Amusement Ride or Transportation Ride.

"**Ride Operation Certificate**" means a certificate issued by the Department on an annual basis certifying that a Ride has been inspected and found to be in compliance with the manufacturer's requirements for operation and maintenance, the approved Operations and Maintenance Manual(S) and all other requirements of this Code.

"**Ride Permit**" means a permit issued by the Department authorizing construction and installation of a Ride. At the Director's option, the permit may include in its scope any subsidiary permits for supporting, enclosing or affiliated buildings or structures; utility permits; or other building service equipment.

"**Serious Injury**" means an injury to a person that results in hospitalization for inpatient or outpatient treatment or both.

"**Transportation Ride**" means any moving apparatus which is primarily intended for transportation but may provide entertainment and enjoyment while moving along, around or over a fixed or restricted course. The final determination concerning whether or not an apparatus shall be classified as a "transportation ride" is within the discretion of the Director. The term does not include automobiles, trucks, buses, surface trains or other means of transportation to the extent that such inclusion would conflict with existing regulation by federal, state or local authorities.

"**Verification Report**" means certification by an Approved Agency or the Department that all inspection and testing required by the manufacturer and the approved Operations and Maintenance Manual(s) have been performed and that the ride is in compliance therewith and with the applicable provisions and all other requirements of this Code.

SECTION 4: **Other Codes.** Any installation associated with a Ride regulated by this Code shall conform to the requirements of all other technical codes enforced by the Department as they apply to that installation.

SECTION 5: **Permit and Certification Requirements.** No Ride may be constructed or installed without a valid Ride Permit, and no Ride may be operated without a valid Ride Operation Certificate. The principal and ultimate (but not exclusive) responsibility for obtaining permits and certificates belongs to the Owner/Operator.

SECTION 6: **Owner/Operator and Qualified Individual.**

(A) Owner/Operator Responsibilities. The responsibilities of an Owner/Operator include but are not limited to: ensuring that all new and existing Rides for which he is responsible, as well as the associated equipment and safeguards, are periodically inspected and properly maintained and operated in accordance with the approved Operations and Maintenance Manual(s); designating a Qualified Individual for each Ride; and determining when a Ride's use should be discontinued.

(B) Qualified Individual Responsibilities. For each Ride, the Qualified Individual shall be the designated technical representative of the Owner/Operator with respect to that Ride and shall be responsible for having full operational knowledge of the Ride and responsibility for the maintenance of the Rid at all times it is in use. The Qualified Individual may be an employee of the Owner/Operator, the manufacturer or its representative, or a contracted maintenance company or its representative. This individual is responsible for providing all reports to the City of Las Vegas as described herein.

SECTION 7: **Reporting Requirements.**

(A) Fatalities. In the case of a fatality which appears to have resulted from mechanical or structural failure of a Ride or operator error related thereto, the Owner/Operator shall immediately cause the Ride to be closed down. He shall report the incident to the Department by telephone within four (4) hours after the incident and by written report to the Director within two (2) days.

(B) Serious Injuries. The reporting requirement for serious injuries shall be the same as those for fatalities.

(C) Structural Damage. Within five (5) days after the occurrence of structural damage to a Ride, the Owner/Operator shall file with the Director a written report concerning such damage.

(D) Action upon notification. Upon notification of a fatality, serious injury, or structural damage, the Director shall determine whether the Ride shall be sealed out-of-service by a "Prohibited Use Notice" until an investigation of the site and records can be performed. The Owner/Operator shall be responsible for fully inspecting the Ride, making corrective repairs, and testing components and operations as specified in this Code and the Operation and Maintenance Manual(s). The Owner/Operator has the burden to ensure that the Ride meets all requirements for return to service prior to requesting Department inspection. In the event that a Ride is sealed out-of-service in accordance with this Subsection (D), the Department shall perform an inspection within twenty-four (24) hours or as soon thereafter as possible.

(E) Content of Reports. Any written reports shall include all pertinent facts including:

(1) Date, time, and location of incident;
(2) Name, age, and address of victim(s);
(3) Type of injury;
(4) Hospital where treated;
(5) A description of the incident;
(6) Name, address and telephone number of the Owner/Operator and the Qualified Individual; and
(7) Damage to equipment, and the Owners/Operator's expected actions to repair or take out of service.

SECTION 8: **Administrative Actions.**

(A) **Prohibited Use Notice**. Where the Director determines that a Ride is not in compliance with the requirements of this Code, the applicable technical codes, the Uniform Administrative Code, the approved Operations and Maintenance Manuals(s) or if an accident has occurred which has resulted in a fatality, injury, or Ride system damage, the Director may declare that the continued operation of the Ride is prohibited. The Prohibited Use Notice shall recite the reason(s) for the finding. Upon receipt of a Prohibited Ride Notice, the Owner/Operator and Qualified Individual immediately shall cause the operation of the Ride to discontinue.

(B) **Out of Service Seal.** Upon issuance of a Prohibited Use Notice, the Director shall cause to be affixed to the control panel, one or more Out-Of-Services Seals stating that the Rid shall not be used except for testing or inspection. In the event that the Owner/Operator does not adequately secure the Ride,, the Director may in his discretion cause one or more Out-Of-Service Seal(s) to be placed across the entrance(s) to the Ride. No Notice or Seal shall be removed except by order of the Director after the Ride has been repaired, reinspected and certified as operational.

(C) **Inspection and Certification**. Once the Owner/Operator has effected a repair of all deficiencies identified in the Prohibited Use Notice, the Owner/Operator shall notify the Department and request an inspection. The Department shall perform an inspection within twenty-four (24) hours or as soon thereafter as possible. When the deficiencies are found to be corrected and any required tests have been completed successfully, the Out-of-Service Seal(s) shall be removed.

SECTION 9: **Appeals.** The Owner/Operator may appeal orders, decisions or determinations made by the Director relative to the application or interpretation of this Code in accordance with the appeal provisions set forth in the Uniform Administrative Code as adopted by the City of Las Vegas. Unless otherwise determined by the Director, a Prohibited Use Notice and Out-Of-Service Seal which are the subject of an appeal shall remain in effect during the pendency of the appeal. Failure of the Owner/Operator to file an appeal within the deadlines prescribed by the Uniform Administrative Code shall be a waiver of subsequent administrative redress.

SECTION 10: **Adoption of Standard for Physical Information.** That certain document, , being marked and designated as the American Society for Testing and Materials (ASTM) Standard F698-94 (re-approved 2000),Standard Specification for Physical Information to be Provided for Amusement Rides and Devices, is hereby adopted by reference as part of this Code.

SECTION 11: **Adoption of Standard for Ownership and Operation**. That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F770-06a, Standard Practice for Ownership and Operation Procedures for Amusement Rides and Devices,
is hereby adopted by reference as part of this Code, but amended to include a new Section 11, reading as follows:

11.0 REQUIRED DOCUMENTS

11.1 Copies of all items identified in this standard shall be presented to the presented to the department for review and approval. All such documents shall be a part of the Ride Permit application package and are a required part of the total plan submittal package. The plans for construction may not be approved or any building permits issued until the information required herein is submitted, reviewed and approved.

11.2 Copies of the City of Las Vegas approved Operation and Maintenance Manual(s) identified in this standard shall be maintained at all times with the ride or at a location which is near the ride or device and which has been approved by the Director, his authorized agent or other concerned governmental agencies upon request during normal operating hours.

11.3 A copy of the emergency procedure shall be filed with the department to meet the intent of the standard included herein.

11.4 The owner/operator shall retain quality assurance documentation, such as material certification test reports, inspection records and reports for the life of the ride while under his/her control. Upon sale or other transfer of the ride, the Owner/Operator shall transfer these quality assurance documents to the new Owner/Operator.

SECTION 12**:** **Adoption of the Standard for Testing Performance** That certain document, being marked and designated as the American Society of Testing and Materials (ASTM) Standard F846-92 (re-approved 1998), Standard Guide for Testing Performance of Amusement Rides and Devices, is hereby adopted by reference as part of this Code, but amended to add to Section 7, Paragraph 7.1, reading as follows:

The manufacturer of the ride shall develop specific operational tests along with minimum intervals for these tests to be performed that will allow the owner/operator of the ride to determine whether a given ride is operating within prescribed operating limits. Testing as prescribed by the manufacturer shall be performed or observed by a third party testing agency approved by the department for intital installation and subsequent testing. When required by the approved Operations and Maintenance Manual(s), the owner/operator shall cause an approved third-party agency to perform or observe testing and/or inspection.

SECTION 13**:** **Adoption of Standard for Maintenance**. That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F853-05, Standard Practice for Maintenance Procedures for Amusement Rides and Devices, is hereby adopted by reference as a part of this Code, but with the following amendments:

Section 4, Paragraph 4.1, Subparagraph 4.1.14 is amended by adding a new sentence to read as follows:

"The Owner/Operator shall provide the department, upon request, maintenance bulletins or similar documents, published by the manufacturer of the amusement ride after its initial installation."

Section 4, Paragraph 4.1, Subparagraph 4.1.4 is amended to read as follows:

4.1.4 A formal written daily log form must be completed and signed by the person performing maintenance prior to each day's operation, identifying each required maintenance and inspection item and attesting that the required maintenance procedures have been performed. A copy of the daily and other log forms required by the approved Operations and Maintenance Manual shall be maintained by the Owner/Operator as long as the ride is under the control of the Owner/Operator. All records shall be available for inspection upon request by the department and any of its assigned inspectors during working hours. All records and maintenance logs created subsequent to the date of the last annual department inspection shall be maintained on-site.

Section 4, Paragraph 4.1 is amended to add a new Subparagraph 4.1.15, reading as follows:

4.1.15 Any additional recommendation of the Owner/Operator, manufacturer or the Department of Building and Safety of the City of Las Vegas.

SECTION 14: **Adoption of Standard for Inspection.** That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F893-05a, Standard Guide for Inspection of Amusement Rides and Devices, is hereby adopted by reference as a part of this Code, but with the following amendments:

Section 5, Paragraph 5.1, Subparagraph 5.1.1 is amended by the addition of two new sentences to read as follows:

A copy of the manufacturer's written quality assurance program shall be submitted for review and approval at the time a Ride Permit application is submitted. The director may also require that the quality assurance program be amended and brought into conformance with the adopted and published technical guidelines or other requirements of the City of Las Vegas prior to the approval of any amusement ride.

Section 5, Paragraph 5.1, Subparagraph 5.1.3.1 is amended to read as follows:

5.1.3.1 When changes in the procedures prescribed in Paragraph 5.1.3 are deemed essential by the manufacturer because of information not available to the manufacturer at the time of delivery, those changes shall be communicated in writing to the Owner/Operator and to the department.

Section 5, Paragraph 5.1, Subparagraph 5.1.5 is amended by adding a new sentence to read as follows:

The Owner/Operator shall provide the findings to the department when requested.

SECTION 15: **Adoption of Standard for Design and Manufacture.** That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F1159-02, Standard Practice for The Design and Manufacture of Amusement Rides and Devices is hereby adopted by reference as a part of this Code, but with the following amendments:

Section 1 is amended by adding a new Paragraph 1.3, reading as follows:

1.3 The application of this standard to systems or devices that involve hazardous materials, operations or equipment shall not affect or diminish the application or enforcement of the applicable requirements of the Fire Code or the International Building Code, including Chapter 9 thereof.

Section 4, Paragraph 4.1 is amended by adding a new Subparagraph 4.1.3, reading as follows:

4.1.3 Engineering analysis of primary structural, engineering and mechanical components.

Section 4 is amended by adding a new Paragraph 4.4 and a new Paragraph 4.5, reading as follows:

4.4 Engineering Review. When the ride is not designed by a Nevada-registered engineer or architect, the plans specifications, and calculations shall be reviewed by an engineer registered in Nevada to verify that the design is in conformance with this Code and other applicable standards.

4.5 Equivalency Review. Other demonstration of adequacy of design such as testing, product listing or any other appropriate documentation may be required or accepted by the director in lieu of engineering design or calculations.

SECTION 16: **Adoption of Standard for Quality Manufacture and Construction of Amusement Rides and Devices and Quality Assurance Program.** That certain document, being marked and designated as the American Society for Testing and Materials (ASTM) Standard F1193-06, Standard Practice for Quality, Manufacture and Construction of Amusement Ride and Devices, is hereby adopted by reference as a part of this Code. It is the intent of the director that ride manufacturers shall maintain a quality assurance program that is satisfactorily equivalent to the Uniform Administrative Code, Section 306.6, entitled "Approved Fabricators." Documentation that the manufacturer meets this standard shall be furnished to the department at the time application for a Ride Permit is made.

SECTION 17: **Adoption of Standard for the Classification of Amusement Ride and Device Related Injuries and Illnesses.** That certain document being marked and designated as the American Society for Testing and Materials (ASTM) Standard F1305-94 (Re-approved 2002), is hereby adopted with the following amendments:

Sections 2.1.1, 2.1.3, 3, 4.2 and 5 are not adopted.

Section 2.1.4 is modified to add the following sentences:

Simple Fractures – A simple fracture of any bone shall be reported as a serious injury. Toxic inhalation shall be considered a serious injury.

Section 4 is amended to add the following:

4.3.1.9 Damage to equipment, and the Owner/Operator's expected actions to repair or take out of service

4.4 It shall be the responsibility of the Owner/Operator to maintain all reports specified by this standard.

SECTION 18: **Adoption of Standard for Used Rides.** That certain document, ~~three copies of which are on file in the Office of the City Clerk, said copies~~ being marked and designated as the American Society for Testing and Materials (ASTM) Standard F1950-99, Standard Specification for Physical Information to be transferred With Used Amusement Ride and Devices, is hereby adopted by reference as a part of this Code.

SECTION 19: **Adoption of Standard for Concession Go-Karts.** That certain document being marked and designated as the American Society for Testing and Materials (ASTM) Standard, F2007-07. Standard Practice for the Classification, Design, Manufacture, and Operation of Concession Go-Karts and Facilities, is hereby adopted by reference as part of this Code

SECTION 20. **Adoption of Standard for Measuring the Dynamic Characteristics of Amusement Rides and Devices.** That certain document being marked and designated as the American Society for Testing and Materials (ASTM) Standard, F2137-01 Standard Practice for Measuring the Dynamic Characteristics of Amusement Rides and Devices, is hereby adopted by reference as a part of this Code

SECTION 21. **Adoption of Standard for Design of Amusement Rides and Devices.** That certain document being marked and designated as the American Society for Testing and Materials (ASTM) Standard, F2291-05, Standard Practice for Design of Amusement Ride and Devices is hereby adopted by reference as a part of this Code

Section 1 Scope is amended by the addition of new Section 1.6.

1.6 This standard may involve hazardous materials, operations and equipment. Where such substances or operations are involved, the requirements of International Building Code Section 307 and other appropriate sections of the International Building Code and Fire Code shall apply.

A new paragraph 5.1.1.4 is added to read as follows:

5.1.1.4 Passenger Evacuation – The ride analysis shall address passenger evacuation and shall provide an egress platform, stairway, walkway, elevator, scissors lift, ladder or other acceptable means to safely evacuate passengers from all positions during an unscheduled cessation.

A new paragraph 5.5.3 is added to read as follows:

5.5.3 Engineering Review – When the Ride is not designed by a Nevada Licensed engineer, a Nevada licensed engineer shall provide or ensure the necessary expertise to review subsystem design (i.e. civil, controls, mechanical, electrical, power, structural, etc.). The Nevada licensed engineer shall ensure subsystem integration compatibility and the overall system to verify that the design is in conformance with this chapter and other applicable standards. A report prepared by and stamped with the seal of the Nevada licensed engineer describing the review process shall be included with the submittal. Other proof of adequacy of design such as testing, product listing or any other appropriate documentation may be required or accepted by the Director in lieu of engineering design or calculations.

A new sentence is added to Paragraph 6.3.1 of ASTM 2291-05 to read as follows:

6.3.1 A rider restraint system, individually adjustable to the girth of the rider, may be required by the Director, based on a review of the unique operating characteristics of each particular Ride The Director may require the use of two independent restraints.

Add a new section 11.3.1.6 to ASTM 2291-05 to read as follows:

11.3.1.6 Ride Control System Review

11.3.1.6.1 The Ride control system shall be reviewed by an engineer registered in the state of Nevada or an agency acceptable to the department.

11.3.1.6.2 The analysis and conclusions of the review shall be provided to the department.

11.3.1.6.3 A testing program consisting of normal operation and worst case scenarios shall be developed to verify the Ride control system operates as designed. If the scenario has been designed by others, the design professional shall review the testing program.

Section 18 Unlisted or Uncertified Components is here by added and shall read as follows:

18. Unlisted or Uncertified Components. All unlisted or uncertified components shall be labeled using the appropriate standards by a Nationally recognized agency.

SECTION 22. **Adoption of Standard for Aerial Tramways, Aerial Lifts, Surface Lifts, Tows and Conveyors – Safety Requirements**. That certain document being marked and designated as the American National Standards Institute (ANSI) Standard B77.1-2006, American National Standard for Passenger Ropeways – Aerial Tramways, Aerial Lifts, Surface Lifts, Tows and Conveyors – Safety Requirements, is hereby adopted.

SECTION 23. **Adoption of Standards for Funiculars**. That certain document being marked and designated as the American National Standards Institute (ANSI) Standard B77.2-2004, American National Standard for Funiculars – Safety Requirements, is hereby adopted.

SECTION 24. **Adoption of Standard for Fixed Guideway Transit Systems**.

That certain document being marked and designated as the National Fire Protection Association, Inc., NFPA 130-2007, Standard for Fixed Guideway Transit and Passenger Rail systems is hereby adopted.

SECTION 25. **Adoption of Standard for Automated People Movers. (Part 1)** That certain document being marked and designated as the American Society of Civil Engineers, ASCE 21-05, Automated People Mover Standards – Part 1 (Operating Environment, Safety Requirements, System Dependability, Automatic Train Control (ATC), and Audio Visual Communications), is hereby adopted.

SECTION 26. **Adoption of Standard for Automated People Movers. (Part 2)**

That certain document being marked and designated as the American Society of Civil Engineers, ASCE 21-98, **Automated People Mover Standards – Part 2** (Vehicles, Propulsion and Braking), is hereby adopted.

SECTION 27. **Adoption of Standard for Automated People Movers. (Part 3)** That certain document being marked and designated as the American Society of Civil Engineers, ASCE 21-00, Adopted People Mover Standards – Part 3 (Electrical, Stations, and Guideways), is hereby adopted.

SECTION 28. **Adoption of Standard for Bungy Jumping**. That certain document being marked and designated as the Australian/New Zealand Standard, AS/NZS 5848:2000, Code of Practice for Bungy Jumping, is hereby adopted with the following amendment:

Add a new section 114.7.2(h) to read as follows:

(h) When the exposure to daylight exceeds 250 hours.

SECTION 29. **Adoption of Standard for Flame Effects**. That certain document being marked and designated as the National Fire Protection Agency (NFPA) 160, Standard for Flame Effects before an Audience, 2006 Edition is hereby adopted.

SECTION 30. **Requirements for an attraction**. Devices classified as an attraction must obtain all appropriate permits and inspections required for installation. In addition, an attraction must demonstrate the following:

1. In the event of a fire alarm or signal, the attraction must stop all confusing sounds and show elements and reset to its original load/unload position.

2. Exits must be illuminated and visible. Additional exit signs and directional markings may be required.

3. Lighting shall be restored to a level equivalent to the building requirements prior to the attraction being run.

4. Attractions must be built of materials and comply with material specifications appropriate to the building where the attraction is placed.

5. Attractions shall demonstrate compliance with codes and manufacturer's specifications and obtain all permits and inspections prior to public operation.

SECTION 31: **Rides, Structures, or Transportation Devices with Insufficient Data or Built to Other Standards.** When information on a Ride, structure or transportation devices is insufficient to meet the standards of this Code, or the Ride was built to other standards, the Owner/Operator or Qualified Individual shall provide such information as the director determines to be appropriate. Such information shall conform to the intent of this Code and shall include engineering analysis and calculations, testing programs, and inspections of the Ride, structure or transportation device, as appropriate. When the Owner/Operator possesses or can obtain one or more published standards under which the Ride was designed and built, the Owner/Operator shall submit the standard(s) along with the design, calculations, testing and inspection data for review in accordance with Sections 105, 106 and 107 of the Uniform Administrative Code. The Department shall determine whether and to what extent equivalency exists.

SECTION 32: **Violations**

A. It is unlawful for a person to construct or allow to be constructed, or to operate or allow to be operated any Ride:

1. Without a valid Ride Permit issued pursuant to this Code;

2. Without a valid Ride Operation Certificate issued pursuant to this Code;

3. In violation of an Out-of-Service Seal or Prohibited Use Notice;

4. In violation of the safety requirements of this Code.

B. It is unlawful for a person to fail to perform any act required by this Code or to perform any act which is prohibited by this Code.

SECTION 33: Fees. Fees applicable to this Code shall be set forth in the Uniform Administrative Code, as adopted by the City of Las Vegas.

BUSINESS IMPACT STATEMENT
BILL NO. 2011-17
(Adopts the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-17, that will adopt the 2010 Edition of the City of Las Vegas Amusement and Transportation Rides Code as a replacement for the 1993 Edition of that Code.

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.

Notice of the proposed ordinance was published in the Las Vegas Review-Journal. In addition, a copy of the notice was provided to development-related and construction groups that are representative of affected industries. No written responses were received.

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:

Those proposing construction will need to plan for and adjust to any new or differing Code requirements

Beneficial effects:

Code provisions that are updated and that are consistent with other area jurisdictions

Direct effects:

See adverse and beneficial effects above

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

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: February 16, 2011

City of Las Vegas Agenda Item No.: **56.**

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

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

SUBJECT:
NEW BILL:

Bill No. 2011-18 – Makes minor adjustments to the licensing and zoning treatment of beer/wine/cooler cultural establishments. Proposed by: Candace Falder, Director of Finance, and Flinn Fagg, Acting Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will make minor adjustments to the licensing and zoning treatment of beer/wine/cooler cultural establishments. The adjustments correspond to recent changes in the zoning regulations and are designed to provide greater flexibility and availability of licensing and zoning approvals. In connection with the greater availability of these approvals, the bill includes a reduction in the license fee and origination fee applicable to these 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. 2011-18
2. Business Impact Statement

BILL NO. 2011-18

ORDINANCE NO. _____

AN ORDINANCE TO MAKE MINOR ADJUSTMENTS TO THE LICENSING AND ZONING TREATMENT OF BEER/WINE/COOLER CULTURAL ESTABLISHMENTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Candace Falder, Director of Finance
Flinn Fagg, Acting Director of Planning

Summary: Makes minor adjustments to the licensing and zoning treatment of beer/wine/cooler cultural establishments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.040: A beer/wine/cooler [art] cultural event license authorizes the sale only of beer, wine and coolers for consumption only at [an art gallery or art studio] a museum, performing arts theater, or facility licensed as an art gallery or art studio, and only during the hours of an artistic exhibition, presentation or performance.

SECTION 2: Ordinance No. 6126 and Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 6.50.360 reads as follows:

6.50.360: Each licensee shall pay to the Department, in advance, the semiannual license fees set forth in the following schedule:

License Category	Semiannual License Fee (Dollars)
Alcoholic beverage caterer	500.00
Ancillary lounge bar	1,200.00
Banquet or event establishment	500.00
Beer/wine/cooler [art] cultural event on-sale	[300.00] 150.00
Beer/wine/cooler on-sale	300.00
Beer/wine/cooler off-sale	300.00
Beer/wine/cooler on-off sale	600.00
Brew/pub/tavern	1,200.00
Convention facility	1,200.00
General on-sale	1,200.00

License Category	Semiannual License Fee (Dollars)
General on-sale (beer and wine)	500.00
Gift basket limited	300.00
Gift shop limited	500.00
Grocery store or mega store internet sale	500.00
Instructional wine making facility	600.00
Keg beer	200.00
Liquor manufacturer	1,000.00
Nonprofit club general on-sale	200.00
Nonprofit club restaurant service bar	100.00
Package	750.00
Permanent trade show facility	2,400.00
Restaurant service bar	600.00
Supper club	800.00
Plus: fee for each additional bar	750.00
Tavern (one bar)	1,200.00
Plus: fee for each additional bar	900.00
Tavern-limited	800.00
Plus: fee for each additional bar	500.00
Urban lounge	1,000.00
Plus: fee for each additional bar	750.00
Wholesale general	1,000.00
Wine, beer, cordial, liqueur tasting	600.00

Each special event general licensee shall pay a license fee of one hundred dollars per day.

Each special event beer/wine licensee shall pay a license fee of seventy-five dollars per day.

SECTION 3: Ordinance No. 6126 and Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended so that Section 6.50.380 reads as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

. . .

. . .

License Category	Origination Charge (Dollars)
Alcoholic beverage caterer	4,000.00
Ancillary lounge bar	40,000.00
Banquet or event establishment	20,000.00
Beer/wine/cooler [art] cultural event on-sale	[1,000.00] 500.00
Beer/wine/cooler on-sale	2,500.00
Beer/wine/cooler off-sale	2,500.00
Beer/wine/cooler on-off sale	5,000.00
Brew/pub/tavern	75,000.00
Convention facility	75,000.00
General on-sale	75,000.00
General on-sale (beer and wine)	20,000.00
Gift basket limited	1,000.00
Gift shop limited	4,000.00
Grocery store or mega store internet sale	2,500.00
Instructional wine making facility	2,500.00
Keg beer	4,000.00
Liquor manufacturer	10,000.00
Nonprofit club general on-sale	2,000.00
Nonprofit club restaurant service bar	1,000.00
Package	40,000.00
Permanent trade show facility	60,000.00
Restaurant service bar	30,000.00
Supper club	40,000.00
Tavern	75,000.00
Tavern-limited	20,000.00
Urban lounge	50,000.00
Wholesale general	10,000.00
Wine, beer, cordial, liqueur tasting	2,000.00

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold, transferred to

a third party, or transferred to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 4, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended so that the description of the use "Beer/Wine/Cooler Cultural Establishment," as found in the "Retail and Personal Services" element thereof, to read as follows:

Description:

An establishment:

1. Whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers, for consumption only:

a. At a museum, performing arts theater, or facility licensed as an art studio or otherwise licensed for art sales or display (or both); and

b. During the hours of an artistic exhibition, presentation or performance; and

2. That meets the Minimum Special Use Permit Requirements set forth below.

SECTION 5: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended so that the definition of the term "Beer/Wine/Cooler Cultural Establishment" to read as follows:

"Beer/Wine/Cooler Cultural Establishment" means an establishment:

(1) Whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers, for consumption only:

(a) At a museum, performing arts theater, or facility licensed as an art studio or otherwise licensed for art sales or display (or both); and

(b) During the hours of an artistic exhibition, presentation or performance; and

(2) That meets the criteria for a beer/wine/cooler cultural establishment as set forth in Table 2, as adopted in Section 19.04.010.

SECTION 6: Title 19, Chapter 20, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by deleting therefrom the term "Beer/Wine/Cooler Art Event" and its corresponding definition.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, LVMC 19.04.010 and 19.20.020 are deemed to be subchapters rather than sections.

SECTION 8: 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 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 3-1-11
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. 2011-18
(Makes minor adjustments to the licensing and zoning treatment of beer/wine/cooler cultural establishments)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-18, that would make minor adjustments to the licensing and zoning treatment of beer/wine/cooler cultural establishments.

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:

Expanded licensing category with lower license-related fees

Direct effects:

Expanded licensing category with lower license-related fees

Indirect effects:

None

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: March 1, 2011

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-19 – Expands and clarifies the applicability of certain parking-related prohibitions relating to City-owned parking lots, City-owned parking garages, and public rights-of-way. Sponsored by: Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will expand and clarify the applicability of certain parking-related prohibitions relating to City-owned parking lots, City-owned parking garages, and public rights-of-way. The changes are intended to facilitate enforcement of the City's parking regulations and help ensure that parking spaces are available for authorized use.

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. 2011-19
2. Business Impact Statement

BILL NO. 2011-19

ORDINANCE NO. _____

AN ORDINANCE TO EXPAND AND CLARIFY THE APPLICABILITY OF CERTAIN PARKING-RELATED PROHIBITIONS RELATING TO CITY-OWNED PARKING LOTS, CITY-OWNED PARKING GARAGES, AND PUBLIC RIGHTS-OF-WAY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Expands and clarifies the applicability of certain parking-related prohibitions relating to City-owned parking lots, City-owned parking garages, and public rights-of-way.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 11, Chapter 10, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.10.180: (A) Except as provided in Subsection (B) of this Section, for other parking infractions of the provisions of this Code, the civil fine is twenty dollars.

(B) For abandoning or for stopping, standing or parking a vehicle [on any City highway, street or thoroughfare] in violation of LVMC 11.24.010 or 11.52.305, [respectively,] the civil fine is seventy-five dollars, plus any towing and storage fees which may be assessed in connection with the removal of the vehicle pursuant to this Title.

SECTION 2: Title 11, Chapter 24, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.24.010: (A) It is unlawful to do any of the following upon any highway, street or other public thoroughfare within the City:

[(A)] (1) Abandon a vehicle;

[(B)] (2) Park a vehicle which does not display thereon a valid registration permit or license plate issued [by the Nevada Department of Motor Vehicles] for that vehicle[;] by the Nevada Department of Motor Vehicles or by another state or nation;

[(C)] (3) Allow a vehicle to remain positioned:

[(1)] (a) On the same highway, street or other public right-of-way

adjacent to the same parcel or property line for more than seventy-two consecutive hours;

[(2)] (b) On the same highway, street or other public right-of-way adjacent to the same parcel or property line for more than seventy-two hours of any consecutive ninety-six-hour period;

[(3)] (c) On adjoining highways, streets or other public rights-of-way adjacent to the same parcel or property line for more than seventy-two hours of any consecutive ninety-six-hour period;

[(D] (4) Park a vehicle and cause it to be suspended on jacks or any other lifting device, except as and to the extent reasonably necessary to change a tire or effect an immediate repair; or

[(E)] (5) Park a vehicle and engage in mechanical repairs thereon, except as and to the extent reasonably necessary to effect an immediate emergency repair.

(B) It is unlawful to do any of the following upon or within any City-owned parking lot or parking garage within the City:

(1) Abandon a vehicle;

(2) Park a vehicle which does not display thereon a valid registration permit or license plate issued for that vehicle by the Nevada Department of Motor Vehicles or by another state or nation;

(3) Park a vehicle and cause it to be suspended on jacks or any other lifting device, except as and to the extent reasonably necessary to change a tire or effect an immediate repair; or

(4) Park a vehicle and engage in mechanical repairs thereon, except as and to the extent reasonably necessary to effect an immediate emergency repair.

SECTION 3: Title 11, Chapter 24, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.24.030: Any officer of the Metropolitan Police Department or any officer of the Department of Detention and Enforcement who has reasonable grounds to believe that a vehicle has been abandoned or has been parked [in the same location] in violation of LVMC 11.24.010 may affix a

Notice of Infraction to the vehicle. An authorized employee of the Department of Neighborhood Services who has reasonable grounds to believe that a vehicle has been abandoned or parked on private property in violation of LVMC 11.24.020 may affix a Notice of Infraction to the vehicle. The officer or employee may also affix a warning notice advising that the vehicle is subject to tow because it is in violation, and may mark one or more tires of the vehicle to indicate the current date. Any such officer or employee is authorized to immediately remove or have such vehicle removed from any street, highway, public thoroughfare, public or private property, for the purpose of storage or disposition, to any garage within the City as designated by the officer if the vehicle:

(A) Has not been removed within seventy-two hours after the warning notice is affixed.

(B) Has been parked for more than twenty-four hours while in violation of a parking prohibition, restriction or time limitation.

(C) Is parked at a location or in a manner so as to constitute a traffic hazard or an obstruction to the normal movement of traffic or pedestrians.

(D) Is parked within a fire lane, whether on public or private property, which has been designated and posted as such pursuant to [Sections 901 and 902 of the] Section 503.3 of the International Fire Code, as adopted by the City.

(E) Is parked within fifteen feet of a fire hydrant located on either public or private property, whether or not:

(1) A sign has been posted to indicate "No Parking"; or

(2) The adjacent curb or road surface has been painted red.

(F) Has obviously been abandoned upon a street, highway, public thoroughfare or on public property.

(G) Has been abandoned or parked in violation of LVMC 11.24.020, and has not been removed within seventy-two hours after a warning notice has been affixed.

(H) Is parked upon a street, highway, public thoroughfare or public property and is so disabled or in such a state of disrepair that its normal operation is impossible or impractical.

(I) Is parked upon a street, highway, public thoroughfare or public property and

displays no valid registration permit or license plate issued by the Nevada Department of Motor Vehicles for that vehicle.

(J) Is parked on private property to which the public has access and has been damaged or is in such a state of disrepair as to constitute an imminent hazard to the public.

SECTION 4: Title 11, Chapter 52, 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 315, reading as follows:

11.52.315: The City Manager or his designee is authorized to cause individual parking spaces within City-owned parking lots or parking garages to be marked, either by means of painted lines or other durable markings. Where such parking spaces have been so marked, it is unlawful to park any vehicle:

(A) In such a way that the vehicle is not entirely within the limits of a single space so designated; or

(B) In an area not marked as a parking space.

SECTION 5: Title 13, Chapter 4, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

13.04.070: (A) It is unlawful for any person to:

(1) Sell [sell] or to display for the purpose of sale any motor vehicle or merchandise on or within any unimproved portion of a public right-of-way. For purposes of this [Section,] Subsection, "merchandise" means goods or wares, including, but not limited to, produce, nursery stock, ceramics and other similar items.

(2) Park a vehicle upon any public right-of-way, whether improved or unimproved, for the principal purpose of displaying the vehicle for sale.

➥A violation of this Subsection (A) may be enforced either by means of a criminal proceeding or as a civil violation under LVMC Chapter 11.10.

(B) Members of the Las Vegas Metropolitan Police Department and designated officers of the Department of Detention and Enforcement are authorized to remove or cause to be removed, to a designated garage or storage area, any motor vehicle which is being displayed in

violation of this Section if the vehicle has not been removed within seventy-two hours after a written notice to remove is attached to the vehicle. The costs of removal and storage shall be borne by the owner of the vehicle.

(C) Nothing in this Section shall be deemed to authorize any sale or display on any improved portion of a public right-of-way except that which is otherwise expressly permitted by this Code.

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: 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 3-23-11
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. 2011-19
(Expands and clarifies the applicability of certain parking-related prohibitions relating to City-owned parking lots, City-owned parking garages, and public rights-of-way)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-19, that would expand and clarify the applicability of certain parking-related prohibitions relating to City-owned parking lots, City-owned parking garages, and public rights-of-way.

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.

None identified

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

4. The governing body estimates the annual cost to the local government for enforcement of the proposed rule is:

No additional cost

5. If the proposed rule provides for a new fee or increases an existing fee, the total annual amount expected to be collected is:

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

7. If the proposed rule includes provisions that duplicate or are more stringent that federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: March 23, 2011

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 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.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 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 3332 Mariner Bay Street in the amount of $5,278.75 (General Fund) and assess a maximum of $48,550 in daily civil penalties. PROPERTY OWNER: BANK HSBC USA NA TRS - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,278.75
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 Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Building and Safety hired American Demolition to remove all trash and debris, and cut/remove all high weeds and grass from all areas, and apply herbicide. To date, there have been ten (10) inspections conducted at this location. The estimated value of the property based on Zillow.com is $186,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $705 invoice for American Demolition in addition to other fees assessed for a total of $5,278.75 and consider assessing a maximum of $48,550 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: April 6, 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 3332 Mariner Bay Street in the amount of $5,278.75 (General Fund) and assess a maximum of $48,550 in daily civil penalties. PROPERTY OWNER: BANK HSBC USA NA TRS – Ward 2 (Wolfson)

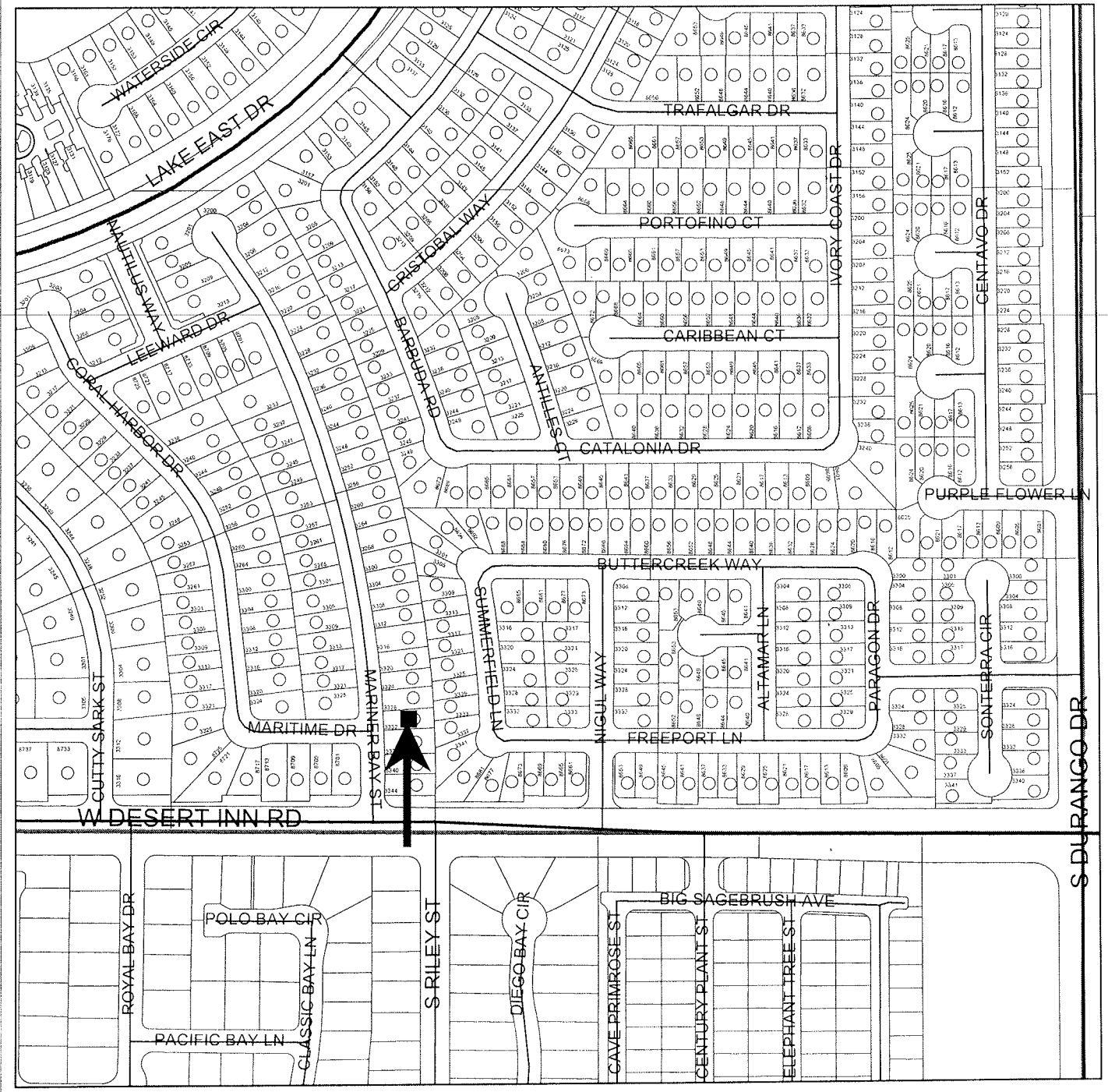
American Demolition completed work on September 3, 2010 at a cost of $705; $1,518 in reinspection fees (w/late fees); $2,950 in civil penalties; plus a 15% administrative fee for a total of $5,278.75.

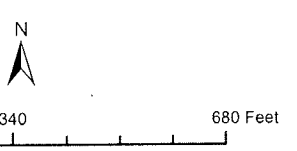
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

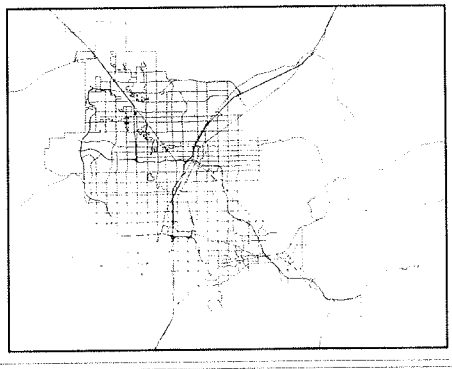
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

3332 MARINER BAY STREET
CROSS STREETS - DESERT INN//DURANGO

City of Las Vegas Vicinity Map







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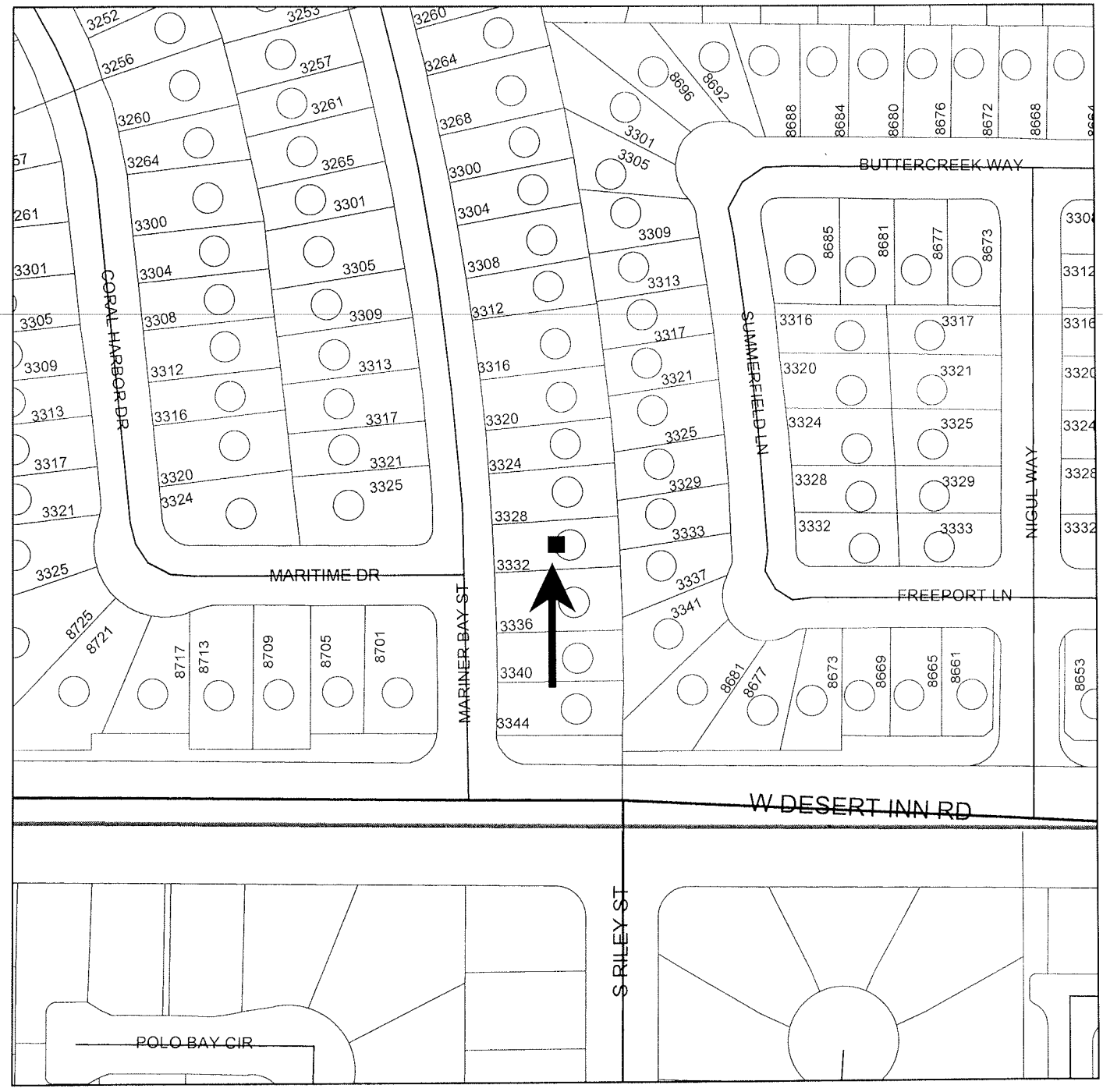
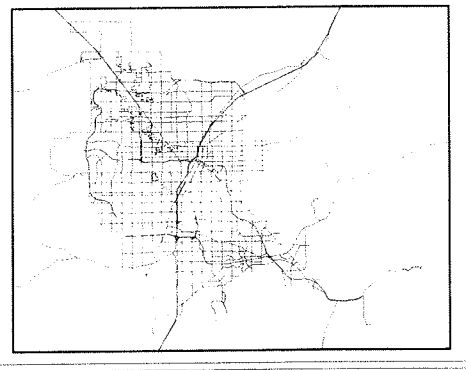
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

3332 MARINER BAY STREET
CROSS STREETS - DESERT INN//DURANGO

City of Las Vegas Vicinity Map





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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

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: March 10, 2011

Re: Report of Expenses for the abatement of nuisance located at 3332 Mariner Bay Street - Ward 2 (Wolfson)

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 Building and Safety caused the above-referenced property to be corrected by removing all trash and debris, cutting and removing all high weeds and grass from all areas and applying herbicide. The abatement was completed by American Demolition on September 3, 2010 at a cost of $705.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Cut/remove all high weeds and grass from all areas and apply herbicide.	$350.00
Remove all trash and debris.	$355.00
AMOUNT DUE:	$705.00
Administrative Processing Fee:	$105.75
Sub-Total:	$810.75
Reinspection Fees (w/late fees):	$1,518.00
Civil Penalties:	$2,950.00
TOTAL AMOUNT DUE:	**$5,278.75**
Daily Civil Penalties – 103 days @ $500 a day (excluding civil penalty fees already assessed) May 24, 2010 to September 3, 2010	**$48,550.00**
MAXIMUM TOTAL:	**$53,828.75**
OWNER OF RECORD	BANK HSBC USA NA TRS
PROPERTY ABATED:	3332 Mariner Bay Street
	Las Vegas, NV 89117
ASSESSOR PARCEL:	163-08-819-020
LEGAL DESCRIPTION:	CARMEL POINT #2 BY LEWIS HOMES
	PLAT BOOK 34 PAGE 95
	LOT 38 BLOCK A

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 Praeppich	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: Jack Praeppich

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

APRIL 6, 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, APRIL 6, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **3332 MARINER BAY STREET – Case #88651**. The Director of Neighborhood Services certifies that the sum of **$5,278.75** was expended and Civil Penalties in the sum of **$48,550.00** may be imposed for a total of **$53,828.75**. Owner of record at time of abatement: **BANK HSBC USA NA TRS – WARD 2 (WOLFSON)**

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

Printed with environmentally friendly soy ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 88651

3332 MARINER BAY ST - Map # 02616-97 Parcel 16308819020

Owner Information:

BANK H S B C USA N A TRS
P O BOX 24737
1661 WORTHINGTON RD #100
WEST PALM BEACH, FL 33416-4737

Zoning Information: R-CL(SINGLE FAMILY COMPACT-LOT)

Case Comments: Fax received from citizen: I would like to file a complaint regarding the weeds that are taking over lawns in my neighborhood. They range from 6 - 10" tall and no one is pulling or spraying them.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 07, 2010

Ward: 2

Date Case Resolved: September 17, 2010

Source: CITZ

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

5/4/10 OPEN All areas
Remove all trash, litter and abandoned items in all areas. Property to be maintained in a clean and orderly state at all times.

5/11/10 OPEN All areas
Remove all trash, litter and abandoned items (cut branches, wood etc..)in all areas of properties. Property to be maintained in a clean and orderly condition at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

4/12/10 OPEN
Remove all high vegetation over 8" from all visible areas of property. Maintain at all times.
Remove all high weeds and grass over 8" tall from all areas of property. Maintain at all times.

Chronology of Events:

April 12, 2010 **Insp#: 972125**

25] high weeds in rock c/n mailed c/b 4/23

April 12, 2010 **CORRECTION NOTICE ISSUED**

April 27, 2010 **Insp#: 974012**

25) $120 fee applied PIC no chnage will attempt to find owner before going to N&O posted. c/b 5/4

April 28, 2010 **CORRECTION NOTICE ISSUED**

May 04, 2010 **Insp#: 982593**

25] $120 + $150 fee applied. House vacant and secure. high weeds some refuse in back(wood/cut branches) posted c/n going to N&O c/b 5/11

May 04, 2010	**CORRECTION NOTICE ISSUED**	
May 06, 2010	**RESEARCH**	
	25] SEWER- same address no ph#	
May 06, 2010	**RESEARCH**	
	25] WHITE PAGES- same address by name no ph# nothing under address.	
May 06, 2010	**RESEARCH**	
	25} MERS- Over 1,000 hits by name none by address	
May 06, 2010	**RESEARCH**	
	25) RECORDERS-HSBC-assignment 3/10 *Default* 11/24/09 AZTEC FORECLOSURES	
May 10, 2010	**REFERRED**	
	25) Refer file to 19 for N&O review	
May 12, 2010	**REVIEW**	
	19) Reviewed notice and order request and processed letter. Violations missing from 3rd inspection, file returned to 25.	
May 12, 2010	**REVIEW**	
	19) Reviewed notice and order request and processed letter. Approved, file to ED to process, scan, and mail.	
May 12, 2010	**NOTICE AND ORDER ISSUED**	
May 14, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	ed) After review and approval by #19 - Scanned & mailed N&O to owner HERRERA MARIA F R & REGINA R @ 3332 MARINER BAY ST, LV, NV 89117-2318 & TRACEY L. CUFF, HSBC CONSUMER & MORTGAGE LENDING 636 GRAND REGENCY BL, BRANDON, FL 33510 . To 25 for posting. To Laura for recording. C/B 5/17/10	
May 19, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded Nuisance N&O To Comply dated May 14, 2010	
June 01, 2010	**Insp#: 985355**	
	25} $180 inspection + $300 civil fee. PIC no chnage. N&) posted c/b 6/11.	
June 21, 2010	**Insp#: 996699**	
	$180 inspection fee + $500 civil fee applied no chnage, going to taking bids to abate. c/b 6/30	
June 24, 2010	**REVIEW**	
	19) file reviewed and approved to obtain bids. File to ED	
July 01, 2010	**BID RECEIVED**	
	ed) RECORDED & SCANNED BIDS RECEIVED: 1-AMER DEMO=$705; 2-WEAVER=$890	
July 01, 2010	**10 DAY NOTICE PROCESSING**	
	ed) Prep, scanned and sent 10-day Notice to Abate to: HERRERA MARIA & REGINA R @ 3332 MARINER BAY ST, LV, NV 89117 AND TRACEY L. CUFF HSBC CONSUMER AND MORTG LENDING @ 636 GRAND REGENCY BL, BRANDON, FL 33510	
July 01, 2010	**Insp#: 1005335**	
	25] $180 inspection + $500 civil fee. No change Plc going forward to take bids to abate. No contact, no bank or agent info on home.	
July 01, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	

July 06, 2010	**Insp#: 1009916**	
	25) $180 inspection + $500 civil fee applied. No chnage PIC. No bank or agent info on site. Posted 10 DAY BEFORE ABATE. c/b 7/19	
July 27, 2010	**Insp#: 1011259**	
	25] $180 + $500 Inspection and civil fee applied. No chnage. No agent or bank info on site. Going forward with abatement file to 19	
July 28, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	25) Mail from ten day to owner at this address has returned unable to forward.	
July 28, 2010	**REFERRED**	
	25) File to 19 to go forward with contractor abatement	
August 02, 2010	**REFERRED**	
	25) File to 19 to proceed with contractor abatement	
August 02, 2010	**REFERRED**	
	25) RECORDERS & MERS- Mers down. Recorders has no new info	
August 02, 2010	**REFERRED**	
	25) File to 19 to proceed with contractor abtement	
August 02, 2010	**RESEARCH**	
	25} MERS & RECORDERS checked Mers down, no new info on recorders	
August 03, 2010	**REVIEW**	
	19) Reviewed case and verified officer checked MERS and Recorders for new info. None found	
August 06, 2010	**REVIEW**	
	19) reviewed case, found no new info on ownership. Forwarding file to LMH for review to proceed with abatement for approval of bids $890 - Weaver Construction for removal of all high weeds, refuse, waste from all areas of property.	
August 30, 2010	**BID AWARDED TO CONTRACTOR**	
	Received PO #284763-prepared and sent award ltr to American Demo.	
August 31, 2010	**PRE-ABATEMENT VIDEO**	
	19) Pre-video and pictures completed	
August 31, 2010	**VIDEO REQUEST**	
	Prepared pre-abatement video request - start date 9/1/10. Request to #19 w/e-mail	
August 31, 2010	**Insp#: 1019498**	
	19) checked property and verified that high weeds and refuse remain in front, side and rear yards. Pre-video and pictures taken. Fee's assessed, inspection failed.	
September 01, 2010	**VIDEO REQUEST**	
	ed) Received completion date 9/3/10; prepared and sent Post-Abatement Video Request to #19	
September 16, 2010	**Insp#: 1034667**	
	19) Post Video and pictures completed. Case closed.	
September 17, 2010	**POST-ABATEMENT VIDEO**	
	19) Post Video and pictures completed.	
October 07, 2010	**REVIEW**	
	19) checked fee's and abatement costs. File to ED to process abatement costs correctly. Email to ED on corrections needed.	

October 11, 2010	**ADMINSTRATIVE**	
	ed) ENTERED INTO ORACLE TO RECEIVE (RECEIPT #283903 - $705 TO AMER DEMO); SCANNING, AND CLOSING OF FILE.	
October 12, 2010	**REVIEW**	
	19) Checked fee's and fines, file to Ld for processing for City Council.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	04/28/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/04/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/04/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/01/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/01/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/21/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	06/21/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/01/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/01/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/07/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/07/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/27/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/27/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/31/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/31/2010	
ADMINISTRATIVE	$105.75	U	10/01/2010	
NUISANCE ABATEMENT FEE	$705.00	U	10/01/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$5,170.75**

Total Amount Paid: **$** **-**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**AMER DEMO**	**NA**	**6/30/10**

Bid Amount: **705.00**
Bid Award Date:
Contractor Start Date:
Description:
REMOVE HIGH WEEDS, REFUSE/WASTE

1	**NUISANCE**	**WEAVER**	**NA**	**6/30/10**

Bid Amount: **890.00**
Bid Award Date:
Contractor Start Date:
Description:

APN 163-08-819-020

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BANK HSBC USA NA TRS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **163-08-819-020**
Commonly known as: **3332 Mariner Bay Street**
Legal Description: **CARMEL POINT #2 BY LEWIS HOMES**
PLAT BOOK 34 PAGE 95
LOT 38 BLOCK A

On **September 3, 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 **$5,278.75** 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 **$48,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$53,828.75** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 6, 2011** ordered the above charges in the amount of **$53,828.75**, 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 DRIVE, LAS VEGAS, NV 89106 Case #88651

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 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 3020 Brady Avenue in the amount of $5,597.25 (General Fund) and assess a maximum of $30,550 in daily civil penalties. PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSN - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,597.25
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 Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Building and Safety hired American Demolition to remove all trash, debris, piled dead vegetation, shopping carts, discarded furniture and appliances, remove deteriorated non-permitted metal shed in rear yard, remove non-permitted metal carport in driveway area, and post no trespass sign. To date, there have been twelve (12) inspections conducted at this location. The estimated value of the property based on Zillow.com is $68,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $375 invoice for American Demolition in addition to other fees assessed for a total of $5,597.25 and consider assessing a maximum of $30,550 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: April 6, 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 3020 Brady Avenue in the amount of $5,597.25 (General Fund) and assess a maximum of $30,550 in daily civil penalties. PROPERTY OWNER: FEDERAL NATIONAL MORTGAGE ASSN – Ward 3 (Reese)

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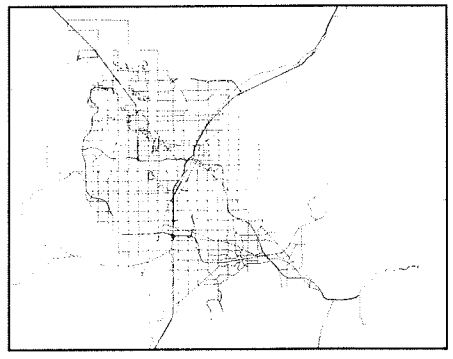
3020 BRADY AVENUE
CROSS STREETS - MOJAVE//WASHINGTON

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



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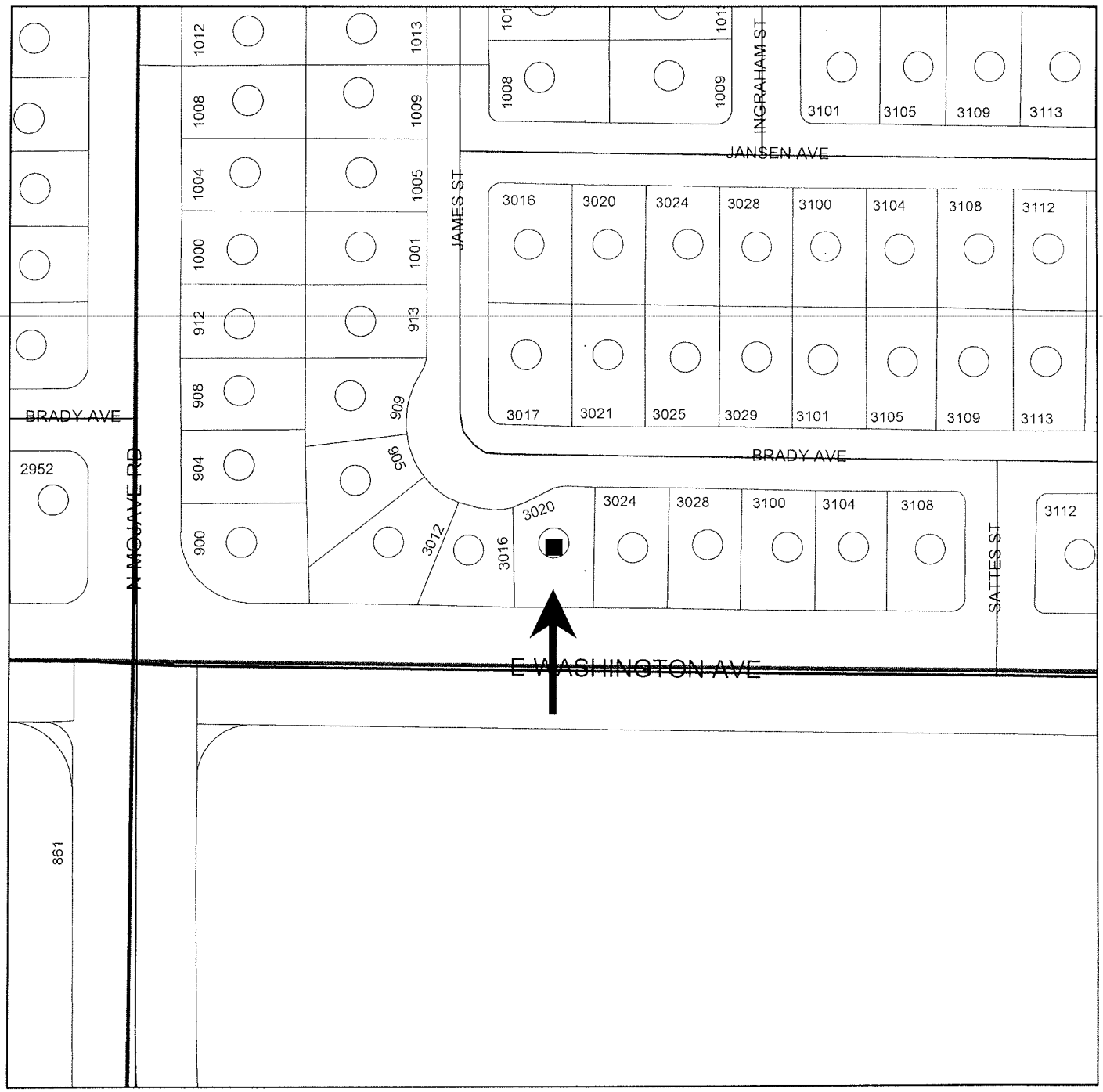
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

3020 BRADY AVENUE
CROSS STREETS - MOJAVE//WASHINGTON

City of Las Vegas Vicinity Map



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PLANNING & DEVELOPMENT
CITY OF LAS VEGAS

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: March 10, 2011

Re: Report of Expenses for the abatement of nuisance located at 3020 Brady 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 "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash, debris, piled dead vegetation, shopping carts, discarded furniture and appliances, removing deteriorated non-permitted metal shed in rear yard, removing non-permitted metal carport in driveway area, and posting no trespass sign. The abatement was completed by American Demolition on August 20, 2010 at a cost of $375.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash/debris, piled dead vegetation, shopping carts, discarded furniture and appliances.	$100.00
Remove deteriorated non-permitted metal shed in rear yard, and remove non-permitted metal carport in driveway area.	$250.00
Post "No Trespass" sign.	$25.00
AMOUNT DUE:	$375.00
Administrative Processing Fee:	$56.25
Sub-Total:	$431.25
Reinspection Fees (w/late fees):	$1,716.00
Civil Penalties:	$3,450.00
TOTAL AMOUNT DUE:	**$5,597.25**
Daily Civil Penalties – 68 days @ $500 a day (excluding civil penalty fees already assessed) June 14, 2010 to August 20, 2010	**$30,550.00**
MAXIMUM TOTAL:	**$36,147.25**
OWNER OF RECORD	FEDERAL NATIONAL MORTGAGE ASSN
PROPERTY ABATED:	3020 Brady Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-25-612-016
LEGAL DESCRIPTION:	COLLEGE PARK #23 AMD
	PLAT BOOK 8 PAGE 50
	LOT 16 BLOCK 1

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: Jack Praeger

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

Artilur Williams

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

APRIL 6, 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, APRIL 6, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **3020 BRADY AVENUE – Case #90091**. The Director of Neighborhood Services certifies that the sum of **$5,597.25** was expended and Civil Penalties in the sum of **$30,550.00** may be imposed for a total of **$36,147.25**. Owner of record at time of abatement: **FEDERAL NATIONAL MORTGAGE ASSN – 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

Printed with environmentally friendly soy ink.

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 90091

3020 BRADY AVE - Map # 02327-56 Parcel 13925612016

Owner Information:

FEDERAL NATIONAL MORTGAGE ASSN
3900 WISCONSIN AVE NW
WASHINGTON, DC 20016-2892

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: vac house, weeds, trash

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 30, 2010

Ward: 3

Date Case Resolved: September 08, 2010

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AB-005: UAC 301.1 PERMITS REQUIRED
6/17/10 OPEN Side, rear
Remove detached shed in rear yard filled with trash and metal carport in driveway area. Neither are permitted structures
6/23/10 OPEN Side, rear
Remove detached shed in rear yard filled with trash and metal carport in driveway area. Neither are permitted structures

AN-003: 9.04.010 (4) REFUSE & WASTE
4/30/10 OPEN carport, rear
Includes discarded appliances, cartons, metals, auto parts, dead vegetation.
5/12/10 OPEN All yards
Remove all refuse and waste from all areas of property. Maintain at all times. Includes loose trash, dead vegetation, wood, concrete, shopping carts discarded furniture.
Remove all refuse and waste from all areas of property. Maintain at all times. Includes loose trash, dead vegetation, wood, concrete, shopping carts, discarded furniture.
Remove all refuse and waste from all areas of property. Maintain at all times. Includes loose trash, dead vegetation, wood, concrete, shopping carts. Also includes detached, unsecured and non-permitted metal shed in rear yard and trash within.
Remove all refuse and waste from all areas of property. Maintain at all times. Includes loose trash, dead vegetation, wood, concrete.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
4/30/10 OPEN Front
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

Chronology of Events:

April 30, 2010 **CORRESPONDENCE RECEIVED/SENT**

17) Cn1 mailed to owner.

April 30, 2010 **Insp#: 983934**

17) Residence vacant and secure. Refuse: Includes discarded appliances, cartons, metals, auto parts, dead vegetation.cn1 mailed, cb 5/11. Per sewer mailed to owner of record at: LEPE DANIEL, 5338 DAWES CT, LAS VEGAS NV 89110-3752

April 30, 2010	**CORRECTION NOTICE ISSUED**
May 12, 2010	**Insp#: 984090**
	17) Added refuse. Pix, assess fee $120, no change. Cb 5/19. Cn2 mailed to Dawes.
May 12, 2010	**CORRECTION NOTICE ISSUED**
May 20, 2010	**Insp#: 989450**
	17) Pix, assess fee. No change. Cn2 emailed to bank rep, per MERS Sun Trust Mtg. 800-443-1032, left message with Natisha King and emailed CN2 to tammi.stubbs@suntrust.com cb 5/27
May 20, 2010	**CORRECTION NOTICE ISSUED**
May 28, 2010	**Insp#: 992711**
	17) Pix, assess fee, no change, no contact from bank, Switch to N&O.
May 29, 2010	**NOTICE AND ORDER REQUEST**
	17) N&O with pix to 21
June 03, 2010	**NOTICE AND ORDER PROCESSING**
	21)mail,cert mail,post copies n&o to owner and bank rep
June 03, 2010	**CORRESPONDENCE RECEIVED/SENT**
	17) N&O mailed regular and certified to owner of record: Daniel Lepe, mailed and emailed to mortgage holder: Tammi Stubbs at Suntrust Mortgage.
June 03, 2010	**NOTICE AND ORDER ISSUED**
June 04, 2010	**Insp#: 996146**
	17) N&O posted, cb 6/14
June 10, 2010	**RECORDED DOCUMENT**
	Ld) Recorded Nuisance N&O To Comply dated 6/4/10
June 17, 2010	**PROCEED WITH ABATEMENT**
	17) To 21 with bid sheet to process 10-day.
June 17, 2010	**Insp#: 998769**
	17) No change, pix, assess fee, continue with abatement and request 10-day.
June 18, 2010	**DIRECTIVE**
	refer to office staff ld for bids
June 22, 2010	**CORRESPONDENCE RECEIVED/SENT**
	ed) Bid request and map sent to all contractors. Due 6/25.
June 25, 2010	**CORRESPONDENCE RECEIVED/SENT**
	ed: RECORDED & SCANNED BIDS RECEIVED: 1- American Demo=$1185; 2-Weaver=$1445
June 26, 2010	**Insp#: 1003924**
	17) Pix, assess fee, still awaiting 10-day. No abatement as yet.
June 29, 2010	**10 DAY NOTICE PROCESSING**

ed) Prep, scanned and sent 10-day Notice to Abate to: LEPE DANIEL, 3020 BRADY AVE, LAS VEGAS, NV 89101-1748

June 29, 2010 **10 DAY BEFORE ABATEMENT NOTICE**

June 30, 2010 **Insp#: 1007988**

17) 10-day Posted on site, violations remain. cb 7/10

July 14, 2010 **Insp#: 1009655**

17) Pix, assess fee, no change, award bid

July 15, 2010 **BID PREPERATION**

21)refer to office staff- LIZ to obtain bids

July 22, 2010 **EMAIL SENT OR RECEIVED**

ed) Per #21-ok to proceed w/abatement; submitted into oracle for PO & e-mail to D. Smith for approval.

August 06, 2010 **Insp#: 1014426**

17) Weeds abated, trash pushed against house, carport and shed remains, Email to Liz to inquire re: abatement date.

August 13, 2010 **EMAIL SENT OR RECEIVED**

ed) Per 21, job was cancelled. Bank is on site completing the abatement. Returned file to 17

August 19, 2010 **Insp#: 1024504**

17) Still awating PO to award bid. sc 1 wk.

September 01, 2010 **Insp#: 1029619**

17) No change, bid was to be awarded last month, Email to 21 to see status or if we are closing,

September 08, 2010 **Insp#: 1035153**

17) Front remains clean, so we will not address the non-permitted shed and carport at this time, closing case.

September 29, 2010 **VIDEO REQUEST**

ed) Prepared post-abatement video request - completion date 8/20/10. Request to #21

September 30, 2010 **PRE-ABATEMENT VIDEO**

21)post photos in cc items file,post video in F drive

October 15, 2010 **ADMINSTRATIVE**

ed) ENTERED INTO ORACLE TO RECEIVE (RECEIPT #284880 - $375 TO AMER DEMO); SCANNING, AND CLOSING OF FILE.

January 26, 2011 **REFERRED**

21)refer file to LD to place on CC agenda

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/12/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/20/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/20/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/28/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	05/28/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	06/04/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/04/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	06/17/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/17/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	06/26/2010	

RESIDENTIAL REINSPECTION FEE	$180.00	U	06/30/2010
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	06/30/2010
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/14/2010
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/14/2010
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/06/2010
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/06/2010
NUISANCE ABATEMENT FEE	$375.00	U	10/20/2010
ADMINISTRATIVE	$56.25	U	10/20/2010
LATE FEE	$12.00	U	01/25/2011
LATE FEE	$18.00	U	01/25/2011
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/09/2011

Total Amount Due: **$5,471.25**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	**NUISANCE**	**AMER DEMO**	**A**	**6/25/10**

Bid Amount: 1,185.00
Bid Award Date: 6/29/10
Contractor Start Date:

Description:

REMOVE R/W, CUT AND REMOVE DEAD VEG, REMOVE DETACHED METAL SHED, POST "NO TRESPASS" SIGN, SECURE

1	**NUISANCE**	**WEAVER**	**NA**	**6/25/10**

Bid Amount: 1,445.00
Bid Award Date: 6/29/10
Contractor Start Date:

Description:

REMOVE R/W, CUT AND REMOVE DEAD VEG, POST "NO TRESPASS" SIGN, SECURE

APN 139-25-612-016

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **FEDERAL NATIONAL MORTGAGE ASSN**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-25-612-016**
Commonly known as: **3020 Brady Avenue**
Legal Description: **COLLEGE PARK #23 AMD**
PLAT BOOK 8 PAGE 50
LOT 16 BLOCK 1

On **August 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 **$5,597.25** 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 **$30,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$36,147.25** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 6, 2011** ordered the above charges in the amount of **$36,147.25**, 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 DRIVE, LAS VEGAS, NV 89106 Case #90091

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 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 1309 North 22nd Street in the amount of $5,474.25 (General Fund) and assess a maximum of $23,550 in daily civil penalties. PROPERTY OWNER: BANK CITIBANK NA TRS - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,474.25
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 Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed the Department of Building and Safety hired American Demolition to remove all trash and debris, paint over graffiti, cut and remove all high/dead vegetation, board all open doors and windows on main structure, and post no trespass sign. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $89,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $875 invoice for American Demolition in addition to other fees assessed for a total of $5,474.25 and consider assessing a maximum of $23,550 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: April 6, 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 1309 North 22nd Street in the amount of $5,474.25 (General Fund) and assess a maximum of $23,550 in daily civil penalties. PROPERTY OWNER: BANK CITIBANK NA TRS – Ward 3 (Reese)

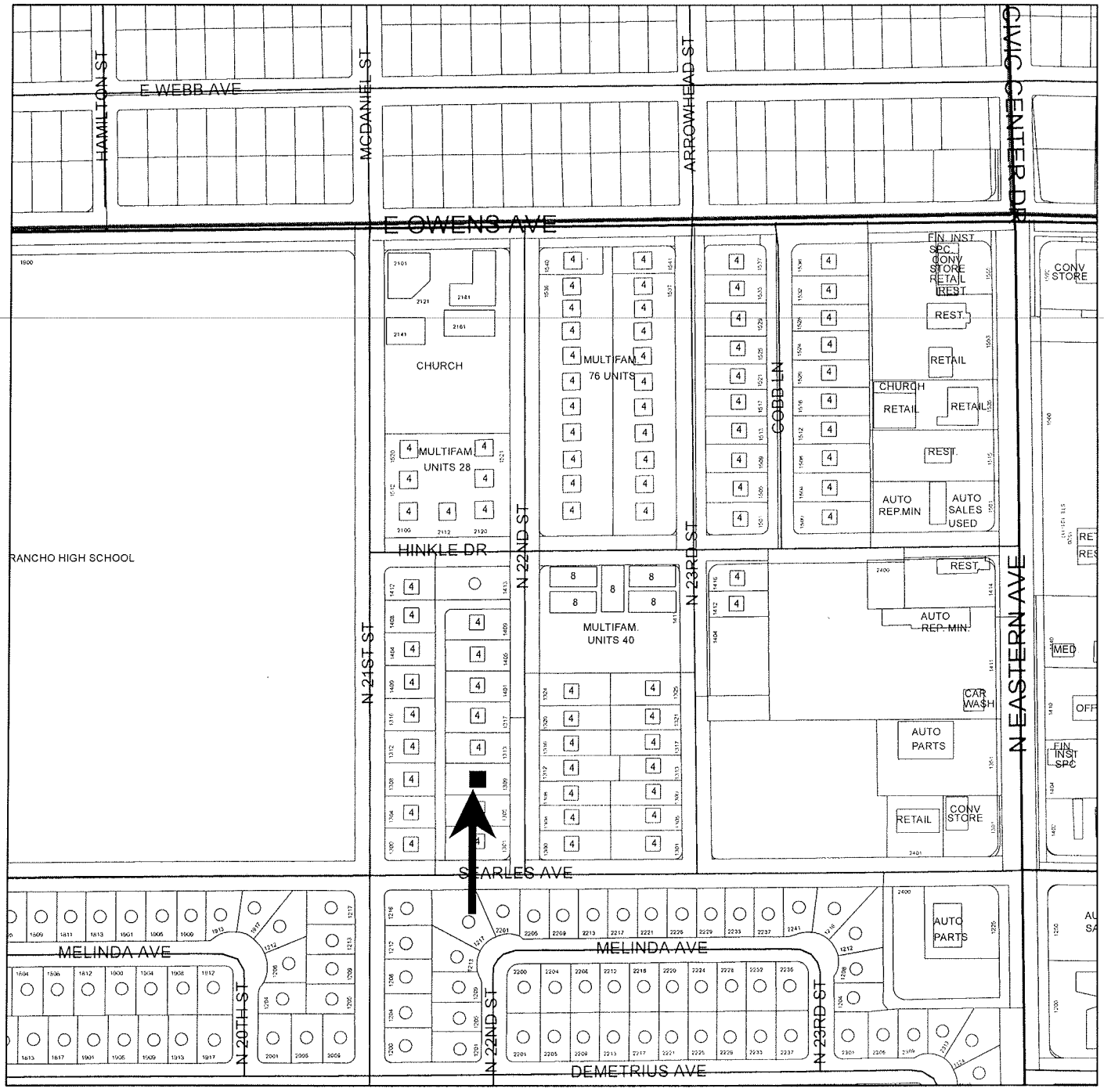
American Demolition completed work on August 24, 2010 at a cost of $875; $1,518 in reinspection fees (w/late fees); $2,950 in civil penalties; plus a 15% administrative fee for a total of $5,474.25.

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.

1309 NORTH 22ND STREET
CROSS STREETS - EASTERN//OWENS

City of Las Vegas Vicinity Map



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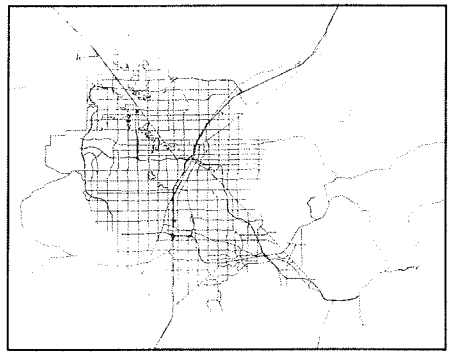


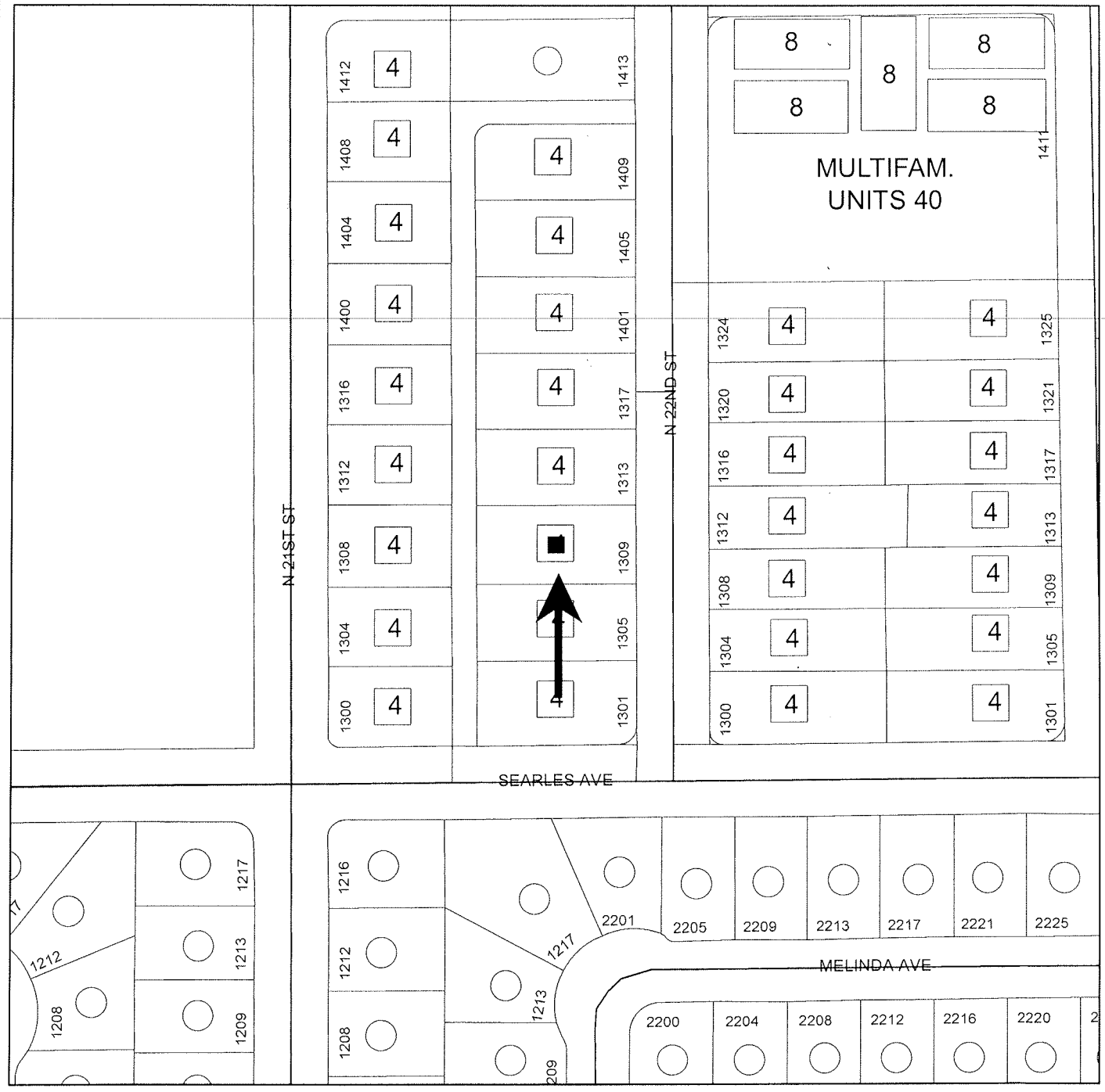
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only

Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1309 NORTH 22ND STREET
CROSS STREETS - EASTERN//OWENS

City of Las Vegas Vicinity Map



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0 70 140 280 Feet

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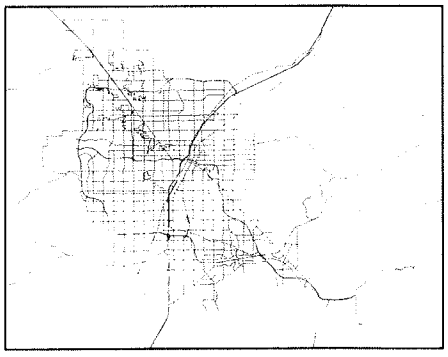
Geographic Information System
Planning & Development Dept.
702-229-6301

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: March 10, 2011

Re: Report of Expenses for the abatement of nuisance located at 1309 North 22nd Street - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash and debris, painting over graffiti on structure, cutting and removing any high or dead vegetation in all yards and sidewalk area bordering property and applying herbicide, boarding all open doors and windows on main structure, and posting no trespass sign. The abatement was completed by American Demolition on August 24, 2010 at a cost of $875.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	$200.00
Paint over graffiti on structure.	$150.00
Cut and remove any high or dead vegetation all yards and sidewalk area bordering property, and apply herbicide.	$150.00
Post "No Trespass" sign.	$25.00
Board all open doors and windows on main structure.	$350.00
AMOUNT DUE:	$875.00
Administrative Processing Fee:	$131.25
Sub-Total:	$1,006.25
Reinspection Fees (w/late fees):	$1,518.00
Civil Penalties:	$2,950.00
TOTAL AMOUNT DUE:	**$5,474.25**
Daily Civil Penalties – 53 days @ $500 a day (excluding civil penalty fees already assessed) July 3, 2010 to August 24, 2010	**$23,550.00**
MAXIMUM TOTAL:	**$29,024.25**
OWNER OF RECORD	BANK CITIBANK NA TRS
PROPERTY ABATED:	1309 N 22nd Street
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-26-512-006
LEGAL DESCRIPTION:	RANCHO GARDENS NORTH
	PLAT BOOK 13 PAGE 92
	LOT 3 BLOCK 1

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 Praskovich	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

APRIL 6, 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, APRIL 6, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the REPORT OF EXPENSES submitted by the Director of Neighborhood Services for:

> Abatement of the violations on the property located at **1309 N 22ND STREET – Case #91479.** The Director of Neighborhood Services certifies that the sum of **$5,474.25** was expended and Civil Penalties in the sum of **$23,550.00** may be imposed for a total of **$29,024.25**. Owner of record at time of abatement: **BANK CITIBANK NA TRS – 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
495 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 91479

1309 N 22ND ST - Map # 02326-28 Parcel 13926512006

Owner Information:

BANK CITIBANK N A TRS
2780 LAKE VISTA DR
LEWISVILLE, TX 75067-3884

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: broken windows, please call complainant Angelo Guzman 349-3383 & let him know what is going to be done

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 02, 2010

Ward: 3

Date Case Resolved: August 27, 2010

Source: CITZ

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

6/3/10 OPEN All points of entry

Secure all structures to City of Las Vegas specifications. Several broken out windows and several doors open and unlockable due to broken hardware.

AN-003: 9.04.010 (4) REFUSE & WASTE

6/3/10 COMPLIED 08/27/10 All yards/interior

Remove all refuse and waste from all areas of property. Maintain at all times. Includes large amounts of broken glass, loose trash, discarded household items.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

6/3/10 OPEN All areas

Remove all high grass or weeds over 8" inches from all visible areas of property and maintain. Includes property perimeter and rear parking.

AN-008: 9.04.010 (7)(C) GRAFFITI

6/3/10 OPEN Building

Remove all graffiti from property and maintain free of graffiti at all times.

AZ-004: 19.04.020 (A) ACCESSORY USES

6/3/10 COMPLIED 07/03/10 Rear Parking

Remove stored black BMW M3 (no plates) from vacated property.

Chronology of Events:

June 03, 2010 **CORRECTION NOTICE ISSUED**

June 03, 2010 **Insp#: 997365**

17) Residence vacant, no power, open/accessible. Stickered by safeguard properties. Several broken out windows and several doors open and unlockable due to broken hardware. High weeds, graffiti, refuse, includes large amounts of broken glass, loose trash, discarded household items. Remove stored black BMW M3 (no plates) from vacated property. VIN# WBABE6313PJC1568. cn1 emailed to Steff Holm at Safeguard. cb 6/14. Called complainant, Angelo Guzman: 349-3383 and gave him update.

June 17, 2010	**Insp#: 998223**	
	17) Pix, assess fee switch to N&O, all violations remain except for stored vehicle,	
June 19, 2010	**NOTICE AND ORDER REQUEST**	
	17) N&O to 21 with photos.	
June 23, 2010	**NOTICE AND ORDER PROCESSING**	
	21)refer file to 17 with n&o posting and mailing	
June 23, 2010	**NOTICE AND ORDER ISSUED**	
June 23, 2010	**Insp#: 1003891**	
	17) No change in condition, N&O posted. cb 7/3	
June 24, 2010	**PHONE CALL**	
	ed) Kate w/North American Title (702.430.5979) called and said they will be paying the total of $6,952.51 on July 15, 2010.	
July 03, 2010	**Insp#: 1006720**	
	17) Pix, assess fee, refer for bids.	
July 06, 2010	**BID PREPERATION**	
	21)refer file and bid sheet to office staff- LIZ	
July 07, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	Bid request and map sent to all contractors. Due 7/19.	
July 08, 2010	**Insp#: 1010682**	
	17) No change in condition, awaiting 10-day and bid info.	
July 14, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 6/23/10	
July 14, 2010	**Insp#: 1012034**	
	17) Pix, assess fee. Four plex open and accessible, broken glass and trash. Bids not due back until 7/19, cb 7/20	
July 19, 2010	**BID RECEIVED**	
	RECORDED & SCANNED BIDS RECEIVED: 1-Amer Demo=$875; 2-Blast Janitorial=$1400; 3-Weaver=$1900	
July 21, 2010	**10 DAY NOTICE PROCESSING**	
	ed) Prep, scanned and sent 10-day Notice to Abate to: MELIKYAN SARO @ 474 W RIVERDALE #103, GLENDALE, CA 91204-3008	
July 21, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
July 22, 2010	**EXTENSION REQUESTED/GRANTED**	
	17) Liz out, 10-days still not completed, ext one week.	
July 24, 2010	**Insp#: 1014241**	
	17) No change in condition, pixl 10-day posted.	
July 28, 2010	**PHONE CALL**	
	17) Called property owner: Mrs Saro at 818-642-1122, she requested extension and I told her we could not as we are approaching 60 days of open/accessible, She asked me to email pix because she was unaware of condition. sirunhan@yahoo.com	

August 06, 2010	**Insp#: 1018672**	
	17) No change in condition, award bid.	
August 17, 2010	**VIDEO REQUEST**	
	ed) Receivd post-abatement video, returned file to 17.	
August 18, 2010	**BID AWARDED TO CONTRACTOR**	
	ed) Received PO #284346-prepared and sent award ltr to American Demolition	
August 18, 2010	**Insp#: 1024383**	
	17) Condition is worse with discarded couch in rear and additional trash, Award delayed due to delay in obtaining PO from finance, sc 1 wk	
August 25, 2010	**Insp#: 1029115**	
	17) Only partially complete, email to 21 to verify contractor will finish,	
August 26, 2010	**POST-ABATEMENT VIDEO**	
	21)VIDEO AND PHOTOS DONE IN CC ITEMS FILE	
August 27, 2010	**Insp#: 1031740**	
	21)CONTRACTOR ABATMENT COMPLETE CLOSE CASE	
September 07, 2010	**ADMINSTRATIVE**	
	ENTERED INTO ORACLE TO RECEIVE (RECEIPT #282484 - $875 TO AMER DEMO); SCANNING, AND CLOSING OF FILE.	
November 02, 2010	**CITY COUNCIL AGENDA PREP**	
	21)refer case file to laura D to place on CC agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/17/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/23/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/23/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/03/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/03/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/08/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/08/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/14/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/14/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/24/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/24/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/06/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/06/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/18/2010	
NUISANCE ABATEMENT FEE	$875.00	U	09/21/2010	
ADMINISTRATIVE	$131.25	U	09/21/2010	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	01/25/2011	

Total Amount Due: **$5,366.25**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	A	7/19/10

Bid Amount: 875.00
Bid Award Date:
Contractor Start Date:
Description:
Remove refuse/waste and high or dead vegetation. Paint over graf, Post "No Trespass" sign, board.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	7/19/10

Bid Amount: 1,900.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	NA	7/19/10

Bid Amount: 1,400.00
Bid Award Date:
Contractor Start Date:
Description:

APN 139-26-512-006

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **BANK CITIBANK NA TRS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-26-512-006**
Commonly known as: **1309 North 22nd Street**
Legal Description: **RANCHO GARDENS NORTH**
PLAT BOOK 13 PAGE 92
LOT 3 BLOCK 1

On **August 24, 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 **$5,474.25** 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 **$23,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$29,024.25** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 6, 2011** ordered the above charges in the amount of **$29,024.25**, 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 DRIVE, LAS VEGAS, NV 89106 Case #91479

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Public Hearing on local improvement district for Special Improvement District No. 1485 – Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance - FY2012) - ($62,800 - Special Assessments Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $62,800
Funding Source: Capital Projects Fund – Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2011 through June 30, 2012 along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012)

NOTICE IS HEREBY GIVEN, that the final assessment roll for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2012) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 2, 2011, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 6, 2011, at 1:00 p.m. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 31, 2011, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from

time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and,

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than March 31, 2011, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 2, 2011.

BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 6, 2011

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

SUBJECT:
Public Hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) - ($252,402 - Special Assessments Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,402
Funding Source: Capital Project Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for annual funding of the maintenance of the Fremont Street Commercial Area Vitalization Project from July 1, 2011 through June 30, 2012. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of the SID. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the final assessment roll for the City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 2, 2011, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; and b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 6, 2011, at 1:00 P.M. at the City of Las Vegas Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 31, 2011, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such

assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than March 31, 2011, with the Clark County Department of Social Services (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-8687 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 2, 2011.

BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

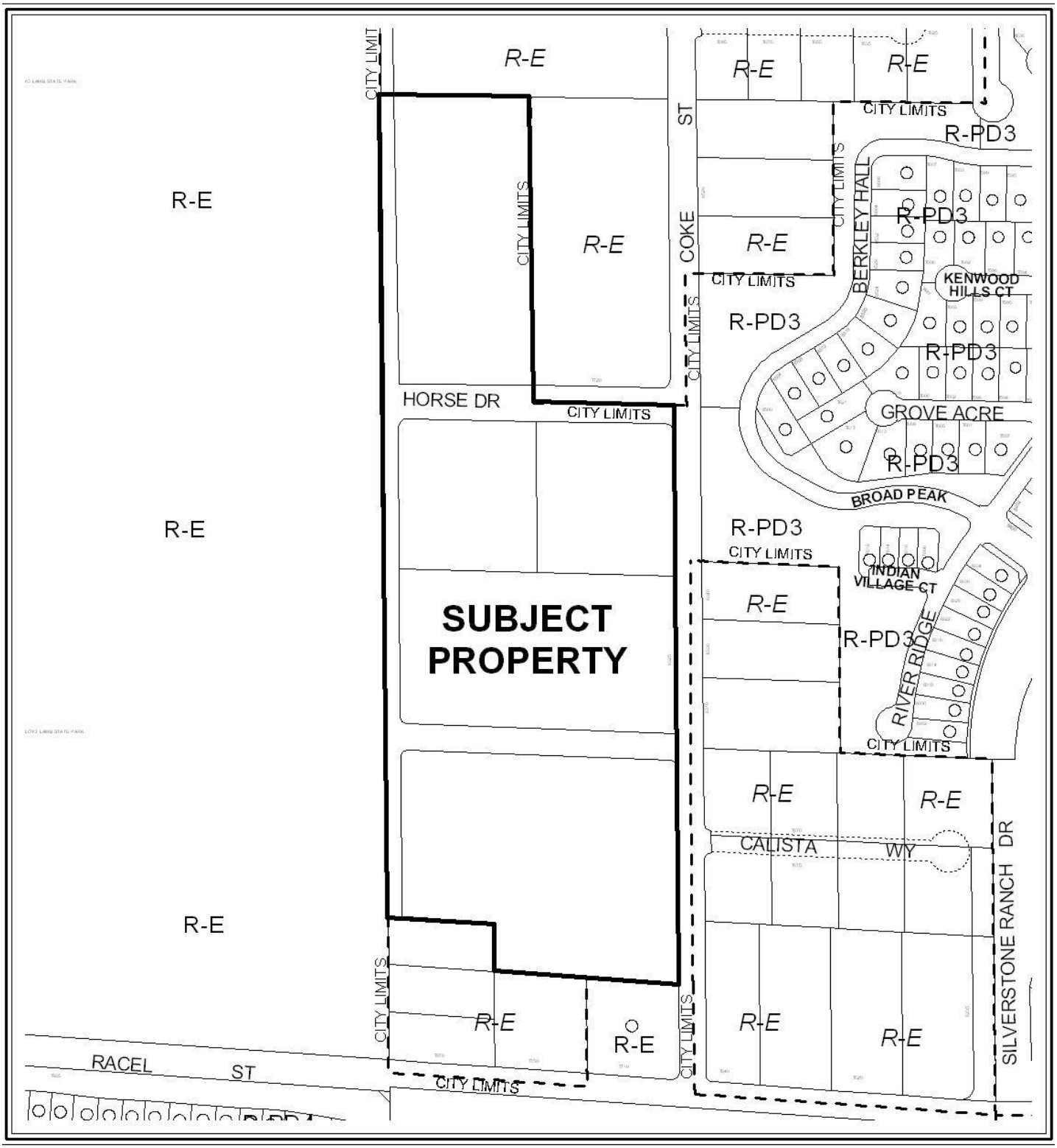
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40912 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-13852) FOR A 49-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 24.8 acres at the southwest corner of Horse Drive and Coke Street (APNs 125-09-704-001, 125-09-602-004, 125-09-702-001, 002, and 003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-13852
5. City Council Approval Letter for EOT-35064
6. Justification Letter

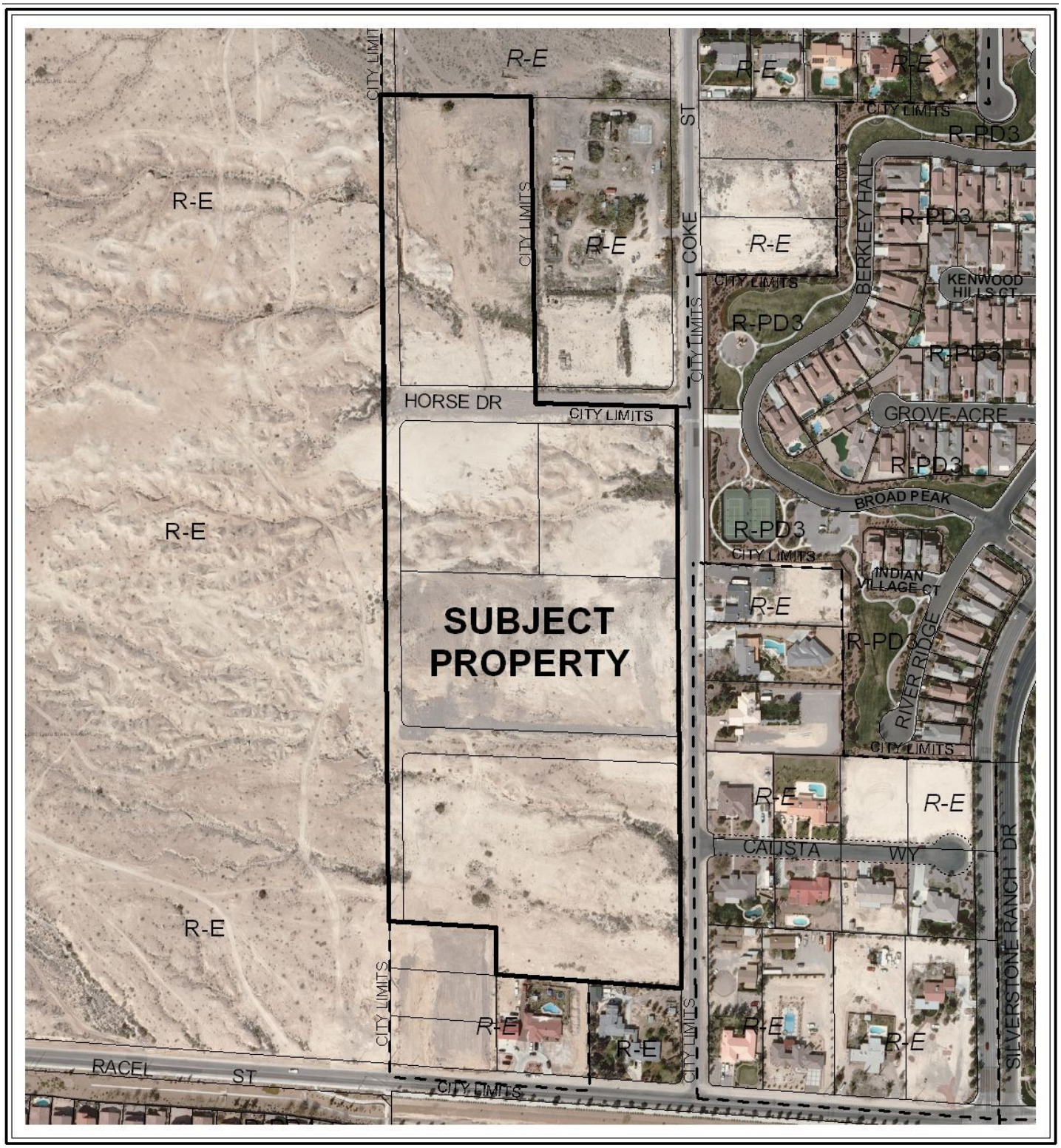


CASE: **EOT-40912**

ZONING OF SUBJECT PROPERTY:

R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE)

N



0 300 600 Feet

CASE: EOT-40912

ZONING OF SUBJECT PROPERTY:

R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40912	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

EOT-40912 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-13852) shall expire on August 19, 2013 unless another Extension of Time is approved by City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-13852) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Site Development Plan Review (SDR-40912) for a 49-lot single family residential development at the southwest corner of Horse Drive and Coke Street. No building permits have yet to be issued for the proposed project. A Tentative Map (TMP-23104) was approved on 08/23/07, but has since expired. The area surrounding the subject site has not experienced any significant changes in land use or development since the approval of the Site Development Plan Review (SDR-13852); therefore, staff is recommending approval of this request.

It is noted that there is one (1) related Extension of Time (EOT-40914) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/21/04	The City Council approved a request for a Petition to Annex (ANX-3103) property generally located on the southwest corner of Horse Drive and Coke Street containing approximately 4.8 acres. The Planning Commission and staff recommended approval. The Annexation became effective on 01/30/04.
10/05/05	The City Council approved a request to Amend the Master Plan of Streets and Highways (MSH-8232) to remove a portion of Horse Drive between Coke Street and Conough Lane. The Planning Commission and staff recommended approval.
11/02/05	The City Council approved a request for a Petition to Vacate (VAC-8641) the south half of Horse Drive between Coke Street and Conough Lane, and the east half of Conough Lane from Horse Drive to approximately 375 feet north of Teasha Avenue. The Planning Commission and staff recommended approval.
01/04/06	The City Council approved a request for Rezoning (ZON-9926) from U (Undeveloped) Zone [RNP (Rural Neighborhood Preservation) General Plan designation] to R-PD2 (Residential Planned Development- 2 Units per Acre) on 5.93 acres on the northwest corner of Horse Drive and Coke Street. The Planning Commission and staff recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-9927) for an eight-lot single family residential subdivision. The Planning Commission and staff recommended denial.
01/12/06	The Planning Commission approved a request for a Tentative Map (TMP-10525) for an eight-lot single family residential subdivision adjacent to the south side of Horse Drive, approximately 300 feet west of Coke Street. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/19/06	The City Council approved a request for a Petition to Annex (ANX-11001) an area consisting of approximately 15.99 acres generally located on the west side of Coke Street, north of Racel Street. The Planning Commission and staff recommended approval. The Annexation became effective on 04/28/06.
04/18/07	The City Council approved a request for a Petition to Vacate (VAC-13850) public right-of-way generally located west of the intersection of Horse Drive and Coke Street. The Planning Commission and staff recommended approval.
08/01/07	The City Council approved a request for Rezoning (ZON-13854) from U (Undeveloped) Zone [RNP (Rural Neighborhood Preservation) Master Plan designation] under Resolution of Intent to R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD2 (Residential Planned Development- 2 Units per Acre) on 24.8 acres at the southwest corner of Horse Drive and Coke Street. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Variance (VAR-13853) to allow zero square feet of open space where 35,293 square feet are required for a 49-lot residential subdivision.
	The City Council approved a related request for a Site Development Plan Review (SDR-13852) for a 49-lot single family residential development.
08/23/07	The Planning Commission approved a request for a Tentative Map (TMP-23104) for a 49-lot single family residential subdivision on 24.8 acres at the southwest corner of Horse Drive and Coke Street. Staff recommended approval.
05/21/08	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-27692) of a previously approved Petition to Vacate (VAC-13850) public right-of-way generally located west of the intersection of Horse Drive and Coke Street. Staff recommended approval.
05/28/09	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-34070) of a previously approved Petition to Vacate (VAC-13850) public right-of-way generally located west of the intersection of Horse Drive and Coke Street. Staff recommended approval.
08/19/09	The City Council approved a request for an Extension of Time (EOT-35061) of a previously approved Variance (VAR-13853) to allow zero square feet of open space where 35,293 square feet are required for a 49-lot residential subdivision on 24.8 acres at the southwest corner of Horse Drive and Coke Street. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-35064) of a previously approved Site Development Plan Review (SDR-13852) for a 49-lot single family residential development.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/27/10	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-37889) of a previously approved Petition to Vacate (VAC-13850) public right-of-way generally located west of the intersection of Horse Drive and Coke Street. Staff recommended approval.

Most Recent Change of Ownership	
12/29/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have been no building permits or business licenses issued for the proposed project.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	24.8

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land- Proposed 49-lot Residential Development	RNP (Rural Neighborhood Preservation)	R-PD2 (Residential Planned Development- 2 Units Per Acre)
North	Undeveloped Land- Clark County	RNP (Rural Neighborhood Preservation)- Clark County	R-E (Rural Estates Residential)- Clark County
South	Single Family Residences	PCD (Planned Community Development)	R-PD2 (Residential Planned Development- 2 Units Per Acre)

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Single Family Residences	PCD (Planned Community Development)	R-PD2 (Residential Planned Development- 2 Units Per Acre)
		RN (Rural Neighborhood)- Clark County	R-E (Rural Estates Residential)- Clark County
West	Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-13852) for a 49-lot single family residential development at the southwest corner of Horse Drive and Coke Street. No building permits have been issued for the proposed development, nor has the surrounding area experienced any significant changes in land use or development since the approval of the Site Development Plan Review (SDR-13852). A Tentative Map (TMP-23104) was approved on 08/23/07 for the proposed development, but has since expired.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-13852) has not met Title 19.18.050 requirements to exercise the entitlement as no building permits have yet to be issued for the proposed project. The applicant is requesting an Extension of Time due to the current housing market and lending conditions in the area. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-13852) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40912** APN: 125-09-702-001, 002, 003

Name of Property Owner: Colfin WLH Land ~~ACQ~~ Acquisitions, LLC 125-09-704-001, 125-09-602-004

Name of Applicant: Colfin WLH Land ~~ACQ~~ Acquisitions, LLC

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Mark M. Hedstrom Vice President

Subscribed and sworn before me

This _____ day of _____, 20 _____ See Calif Jurat attached hereto

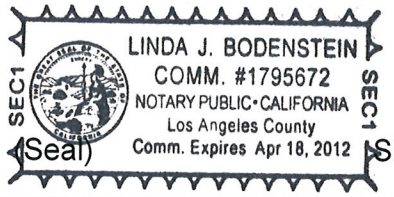
_____

Notary Public in and for said County and State

RECEIVED
FEB 08 2011

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 26th day of January, 2011, by Mark M. Hedstrom,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal) Signature

RECEIVED
FEB 08 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SDR-13852/ Extension of Time (EOT-35064)

Project Address (Location) Horse & Coke

Project Name Horse & Coke 125-09-702-001,002, 003 **Proposed Use** _____

Assessor's Parcel #(s) 125-09-704-001, 125-09-602-004 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 24.8 **Lots/Units** 49 **Density** _____

Additional Information _____

PROPERTY OWNER Colfin WLH Land ~~ACQ~~ Acquisitions, LLC **Contact** Scott Swapp

Address 500 Pilot Road, Suite G **Phone:** 263-8200 **Fax:** 263-2880

City Las Vegas **State** NV **Zip** 89119

E-mail Address Scott.swapp@lyonhomes.com

APPLICANT Colfin WLH Land ~~ACQ~~ Acquisitions, LLC **Contact** Scott Swapp

Address 500 Pilot Road, Suite G **Phone:** 263-8200 **Fax:** 263-2880

City Las Vegas **State** NV **Zip** 89119

E-mail Address Scott.swapp@lyonhomes.com

REPRESENTATIVE Taney Engineering **Contact** Shaelyn Sandoval

Address 3060 S. Jones, Suite 100 **Phone:** 362-8844 **Fax:** 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address Shaes@taneycorp.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mark M. Hedstrom Vice President

Subscribed and sworn before me

This _____ day of _____, 20 _____.

see Calif Jurat attached hereto

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	EOT-40912
Meeting Date:	4/06/2011
Total Fee:	$300
Date Received:*	2-8-11
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.

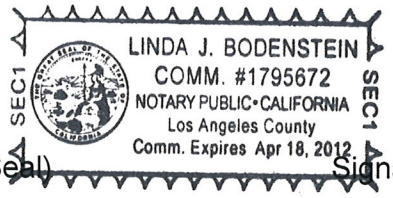
RECEIVED
FEB 08 2011

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

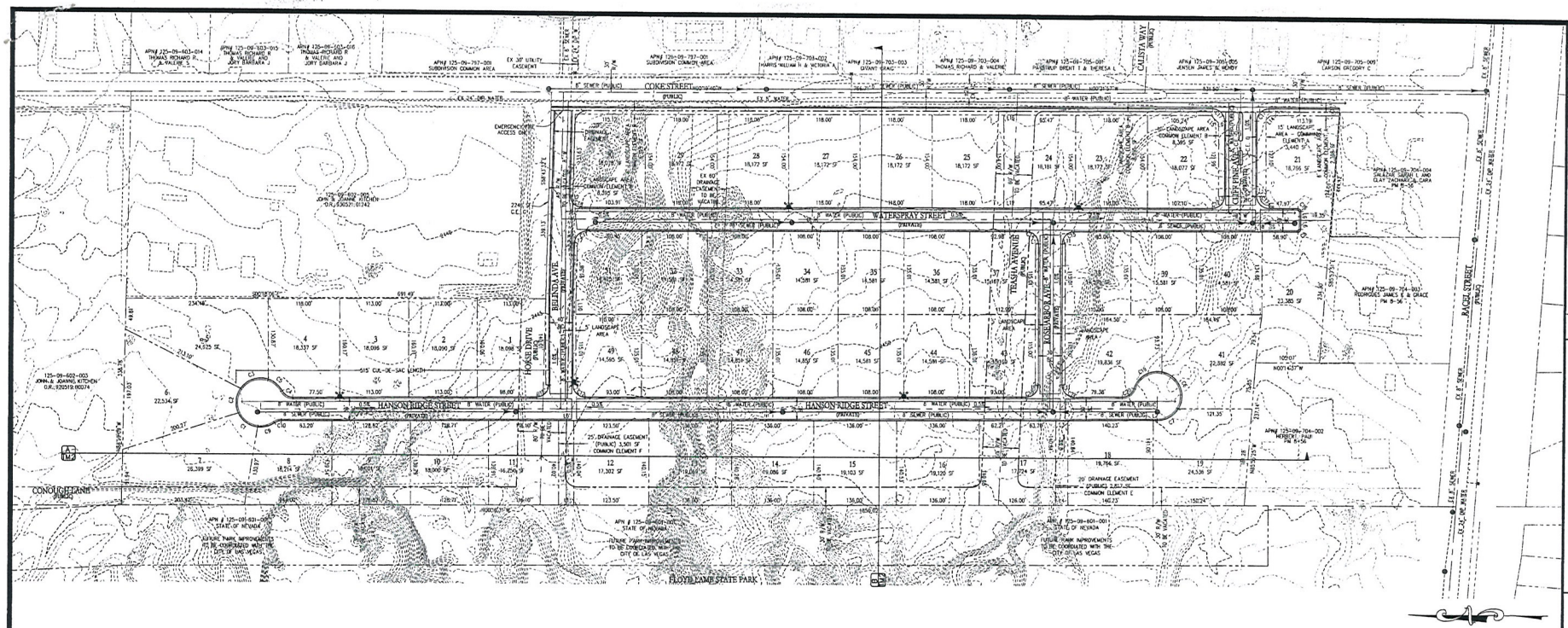
State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 26th day of January, 2011, by Mark M. Hedstrom,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

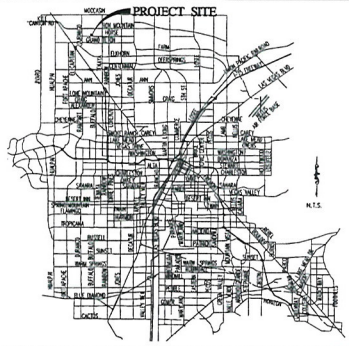


(Seal) Signature

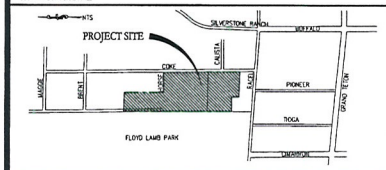
RECEIVED
FEB 08 2011



VICINITY MAP



KEY MAP



LANDSCAPE PLAN NOTE

LANDSCAPE PLAN SUBMITTED WITH SITE DEVELOPMENT REVIEW PER SUN CITY LANDSCAPING.

LEGEND

RIGHT-OF-WAY
BOUNDARY LINE
PROPERTY LINE
EASEMENT
STREET CENTERLINE
LOT NUMBER (1)
WATER LINE
SEWER LINE W/ MANHOLE
EDGE OF PAVEMENT

DEVELOPMENT STANDARDS

PER TITLE 19 (SECTION 19.06.040) FOR RPD-7 ZONING:
DENSITY ALLOWED – 7 UNITS/GROSS ACRE
MIN. LOT SIZE – 14500 SF
MAX. LOT COVERAGE – SIZE
MAX. HEIGHT – 35 FEET

UTILITY LOCATIONS

WATER – THE NEAREST WATER CONNECTION IS AN EXISTING 8" PUBLIC MAIN IN COKE RIGHT-OF-WAY EAST OF THE PROJECT SITE – LAS VEGAS VALLEY WATER DISTRICT IS THE PURVEYOR

SEWER – THE NEAREST SEWER CONNECTION IS AN EXISTING 8" SEWER PROVIDED IN RAGER, RIGHT-OF WAY ADJACENT TO THE PROJECT SITE, CITY OF LAS VEGAS IS THE PURVEYOR

SEWER CONTRIBUTION

49 LOTS x 250 GPD/LOT = 12,250 GPD (AVERAGE)
49 LOTS x 250 GPD/LOT X 3.5 PEAK FACTOR = 42,875 GPD (PEAK)

SCALE

80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

SITE INFORMATION

ASSESSORS PARCEL NUMBER	125-09-702-001,002,003,125-09-704-001,125-05-002-004
PROPOSED USE OF PROPERTY	SINGLE FAMILY RESIDENTIAL SUBDIVISION
EXISTING ZONING	RNP (RURAL NEIGHBORHOOD PRESERVATION)
PROPOSED ZONING (ZON-6274)	R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT DISTRICT)
TOTAL PROPOSED LOTS	49 LOTS
GROSS ACREAGE	24.8±
NET ACREAGE	24.0±
DENSITY (BASED ON GROSS ACREAGE)	1.98 LOTS/ACRE
PARKING REQUIRED	2 PER UNIT = 98 SPACES
PARKING PROVIDED	98 SPACES IN 2 CAR GARAGES, DRIVEWAYS, AND ON-STREET PARKING
USABLE OPEN SPACE REQUIRED (TITLE 19, SECTION 19.06.040 C)	35,253 SF
USABLE OPEN SPACE PROVIDED (VAR-13054 FOR 0 SF OPEN SPACE)	0 SF
LANDSCAPED AREA	3,029 SF
AVERAGE LOT SIZE	15,926 SF
SMALLEST LOT SIZE	14,581 SF
LARGEST LOT SIZE	26,399 SF

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL CONFORM TO THE CITY OF LAS VEGAS STANDARDS AND SPECIFICATIONS.
2. UTILITY EASEMENTS TO BE DEDICATED TO RESPECTIVE AGENCIES.
3. THIS DEVELOPMENT IS SHOWN IN ITS ENTIRETY AND IS NOT PART OF ANY MASTER PLAN.
4. FIRM PANEL 32003C0764 E DATED SEPTEMBER 27, 2002. ENTIRE AREA WITHIN FEMA ZONE "X".
5. NO PROTECTIVE COVENANTS OR DEED RESTRICTIONS ARE PLANNED.
6. THERE ARE NO KNOWN EXISTING FAULTS OR FISSURES ON THE SITE.
7. GROUND WATER IS LOCATED AT A DEPTH GREATER THAN 300-FEET.
8. PERIMETER AND INTERIOR LANDSCAPE AREAS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. THERE ARE NO EXISTING STRUCTURES LOCATED ON THIS SITE.
10. LANDSCAPING TO BE PROVIDED PER CITY OF LAS VEGAS REQUIREMENTS.
11. NO AREA SHALL BE RESERVED OR DEDICATED FOR PARKS, SCHOOLS, OR OTHER PUBLIC OR QUASI-PUBLIC USES.
12. THERE ARE NO EXISTING OR PROPOSED STORM DRAINS WITH THIS PROPERTY.
13. A VARIANCE TO ALLOW NO OPEN SPACE, WHERE 35,253 SF IS THE MINIMUM REQUIRED FOR A 49 LOT SUBDIVISION HAS BEEN APPLIED FOR (VAR-13054).
14. THERE IS AN EXISTING 80' R/W (HORSE STREET) WITH THIS SITE PROPOSED TO BE VACATED.
15. THERE IS AN EXISTING 40' R/W (HORSE STREET) WITH THIS SITE PROPOSED TO BE VACATED.
16. THERE IS AN EXISTING 80' R/W (TEASHA AVENUE) WITH THIS SITE PROPOSED TO BE VACATED.
17. THERE IS AN EXISTING 30' R/W (CONOUGH LANE) WITH THIS SITE PROPOSED TO BE VACATED.
18. THERE IS AN EXISTING 60' DRAINAGE EASEMENT WITH THIS SITE PROPOSED TO BE VACATED.

UTILITY COMPANIES

NEVADA POWER COMPANY
6226 W. SAHARA AVE. 367-5555

EMBARQ TELEPHONE COMPANY
339 S. VALLEY VIEW BLVD. 244-7400

COX COMMUNICATIONS
121 S. MARTIN L. KING BLVD. 598-2100

SOUTHWEST GAS CORP.
4300 W. TROPICANA AVE. 365-2111

REPUBLIC SERVICES (SOLID WASTE DISPOSAL)
770 E. SAHARA AVE. 735-5151

CITY OF LAS VEGAS (SEWER)
741 S. 4TH STREET 229-2180

LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD. 870-2011

OWNER

APN # 125-09-702-001,002,003;
125-09-704-001;125-09-602-004
WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119

DEVELOPER

APN # 125-09-702-001,002,003;
125-09-704-001;125-09-602-004
WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
253-8200 OFFICE
253-8220 FAX

Call Two Working Days Before You Dig!
Dig Safely. Dig Safely
1-800-227-2600

SETBACKS

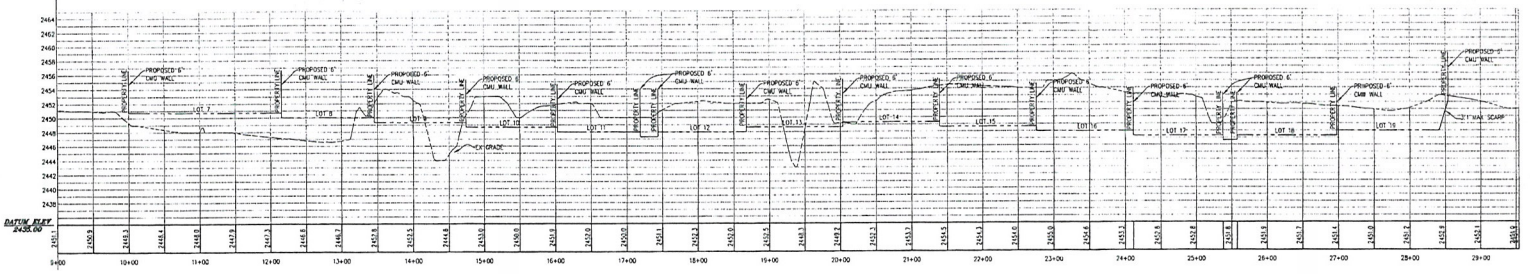
FRONT YARD – 18 FEET TO FRONT OF GARAGE MEASURED FROM BC; 15 FEET TO FRONT OF DWELLING
INTERIOR SIDE YARD – 5 FEET
STREET CORNER SIDE YARD–15 FEET MEASURED FROM BC
REAR YARD – 25 FEET

LINE DATA

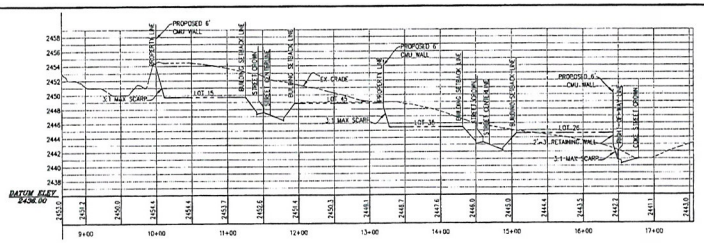
LINE TABLE		
No.	Bearing	Length
L1	S00°01'41"E	20.00
L2	N90°00'00"E	6.75
L3	N90°00'00"E	10.00
L4	S00°01'41"E	70.00
L5	N90°00'00"E	5.00
L6	S00°01'41"E	15.00
L7	N90°00'00"E	5.00
L8	S00°01'41"E	5.00
L9	N90°00'00"E	5.00
L10	N00°01'41"W	5.00
L11	S89°22'20"E	3.00
L12	S00°37'39"W	17.83
L13	S89°21'32"W	10.00
L14	N00°37'39"E	17.83
L15	N89°22'20"W	3.00
L16	N00°01'41"W	5.00
L17	S89°18'28"E	5.00

CURVE DATA

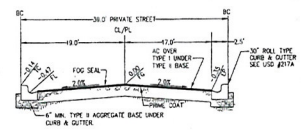
CURVE TABLE			
No.	Radius	Delta	Length
C1	140.00	90°00'00"	220.89
C2	140.00	90°01'19"	62.43
C3	140.00	90°01'19"	62.43
C4	140.00	81°30'41"	49.65
C5	140.00	8°30'41"	20.79
C6	140.00	90°00'00"	220.89
C7	140.00	90°00'00"	220.89
C8	4.00	90°00'00"	6.28
C9	140.00	90°00'00"	220.89
C10	140.00	90°00'00"	220.89
C11	140.00	90°00'00"	220.89
C12	140.00	90°00'00"	220.89
C13	140.00	90°00'00"	220.89
C14	140.00	90°00'00"	220.89
C15	140.00	90°00'00"	220.89
C16	140.00	90°00'00"	220.89
C17	140.00	90°00'00"	220.89
C18	4.00	90°00'00"	6.28
C19	140.00	90°00'00"	220.89
C20	140.00	90°00'00"	220.89
C21	140.00	90°00'00"	220.89
C22	140.00	90°00'00"	220.89



SECTION A

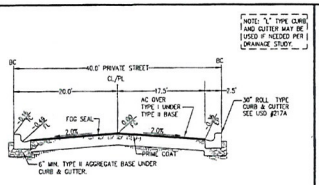


SECTION B



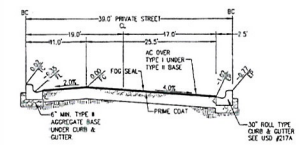
TYPICAL 39.0' PRIVATE DRIVE

PER CLARK COUNTY AREA USD #210 (MODIFIED)



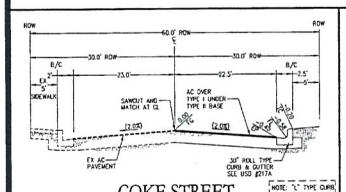
40.0' PRIVATE DRIVE

PER CLARK COUNTY AREA USD #210



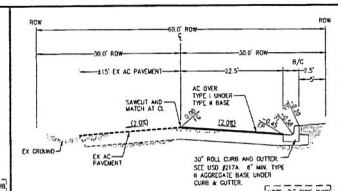
TYPICAL 39.0' PRIVATE DRIVE

PER CLARK COUNTY AREA USD #210 (MODIFIED)



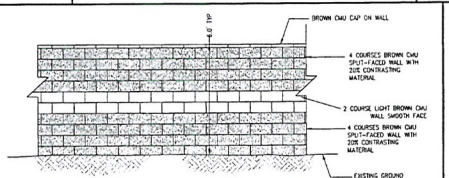
COKE STREET

PER CLARK COUNTY AREA USD #205

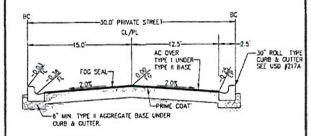


COKE STREET

PER CLARK COUNTY AREA USD #205

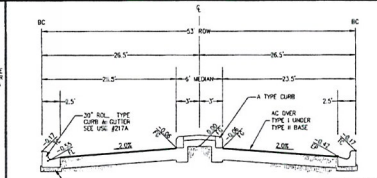


PERIMETER DECORATIVE BLOCK WALL SECTION



30.0' PRIVATE DRIVE

PER CLARK COUNTY AREA USD #210 (MODIFIED)



53.0' PRIVATE ENTRY DRIVE

PER CLARK COUNTY AREA USD #222A (MODIFIED)

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NO.	DESCRIPTION	BY	DATE	APPR.

REVISIONS

WILLIAM LYON HOMES, INC
500 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
(702) 263-1200 FAX: (702) 263-1220

TANEY ENGINEERING
1399 GALLERIA DRIVE #101
HENDERSON, NV 89014
(702) 362-8844 FAX: (702) 362-5233

HORSE AND COKE
A RESIDENTIAL SUBDIVISION

TENTATIVE MAP

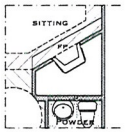
PROFESSIONAL ENGINEER STATE OF NEVADA
ROBERT D. CUNNINGHAM
Exp. 12-31-08
CIVIL
No. 15726
ENGINEER'S SEAL
25/07

DATE:	06.01.07
SCALE:	1"=80'
JOB NO:	WLL-07-054
DESIGNED BY:	RRL
CHECKED BY:	RRL
SHEET NAME:	T2
SHEET:	2 OF 2

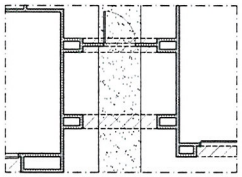
07/24/2007 13:07:32

FILE NAME: WLL07054TM.DWG

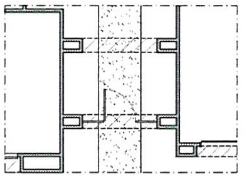
EOT-40912



OPT FIREPLACE AT MASTR BRM



COURTYARD DOOR OPTION



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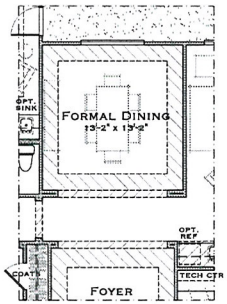

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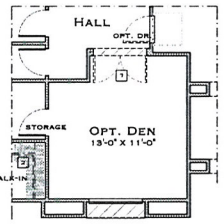
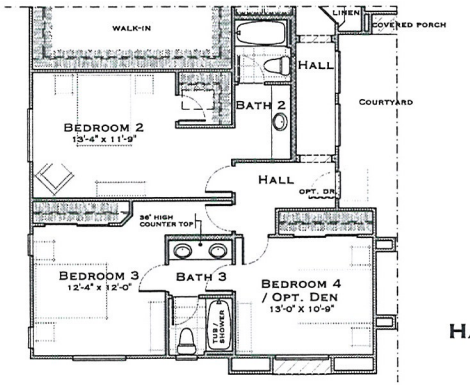
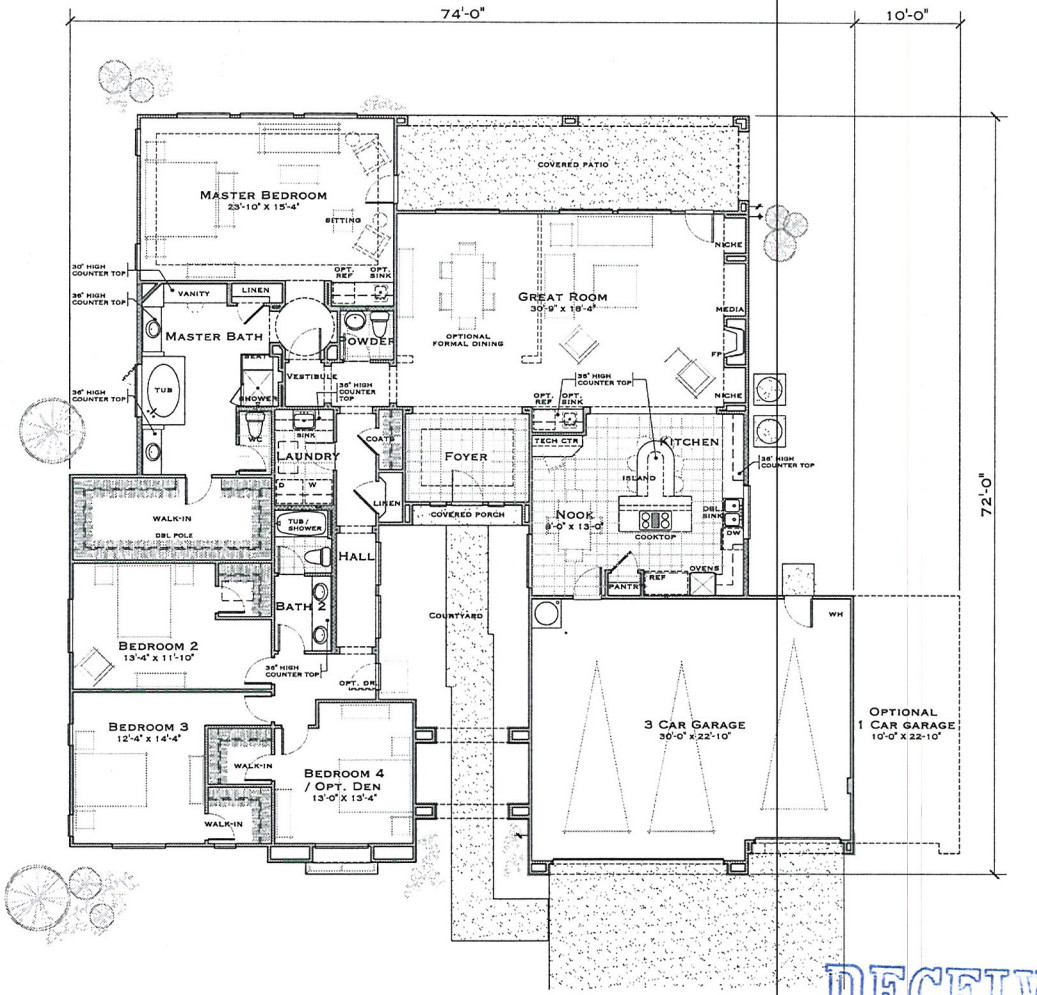


DEN OPTION



BATH 3 / BED 2 SUITE OPTION



RESIDENCE No.1 / 3,032 S.F.

SCALE: 3/16"=1'-0"

HALF ACRE PRODUCT DEVELOPMENT

WILLIAM LYON HOMES, INC.

edingerArchitects

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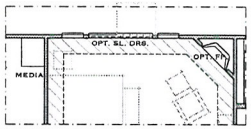
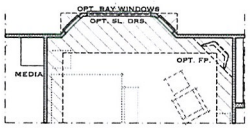
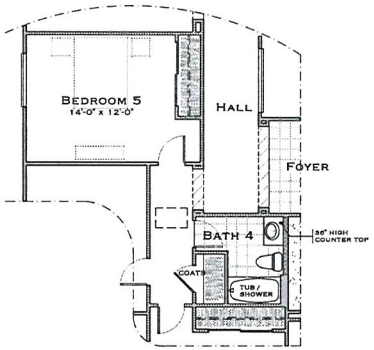
EOT-40912



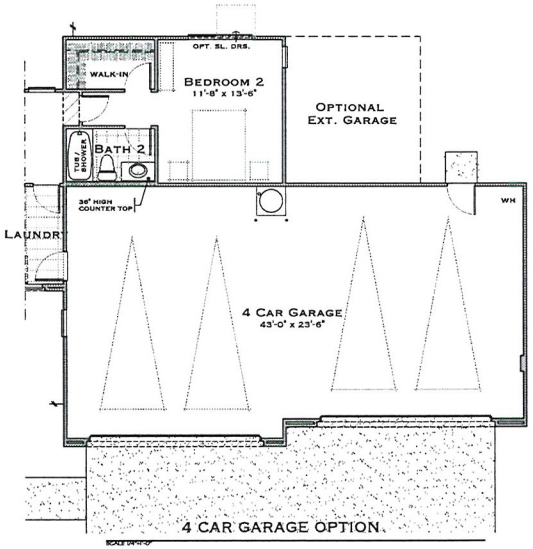
MASTER FIREPLACE OPTION

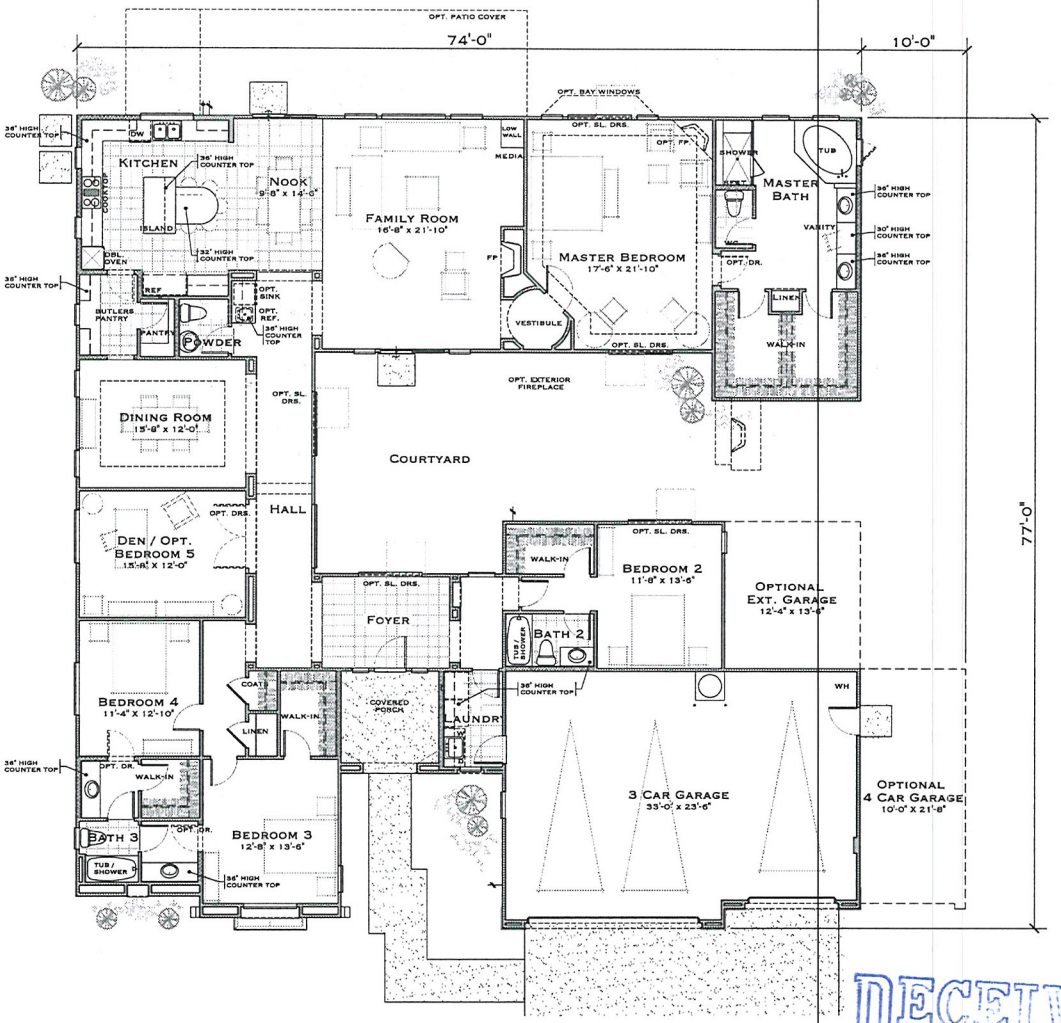


BAY WIND OPT.



BEDROOM 5 / BATH 4 OPTION





RESIDENCE No.2 / 3,466 S.F.

SCALE: 3/16"=1'-0"

HALF ACRE PRODUCT DEVELOPMENT

WILLIAM LYON HOMES, INC.

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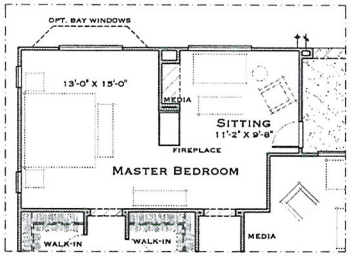
PLAN 2-PLANS / Plan 2 prelim floor
eA00000 / 06-11-07



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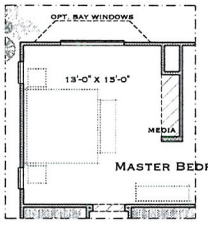

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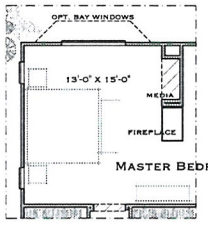
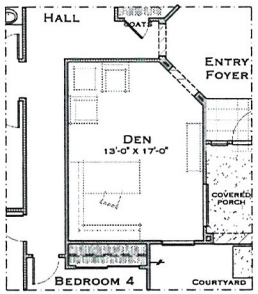
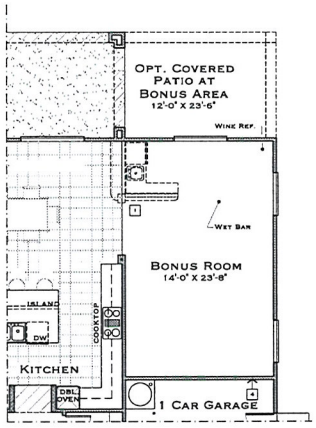
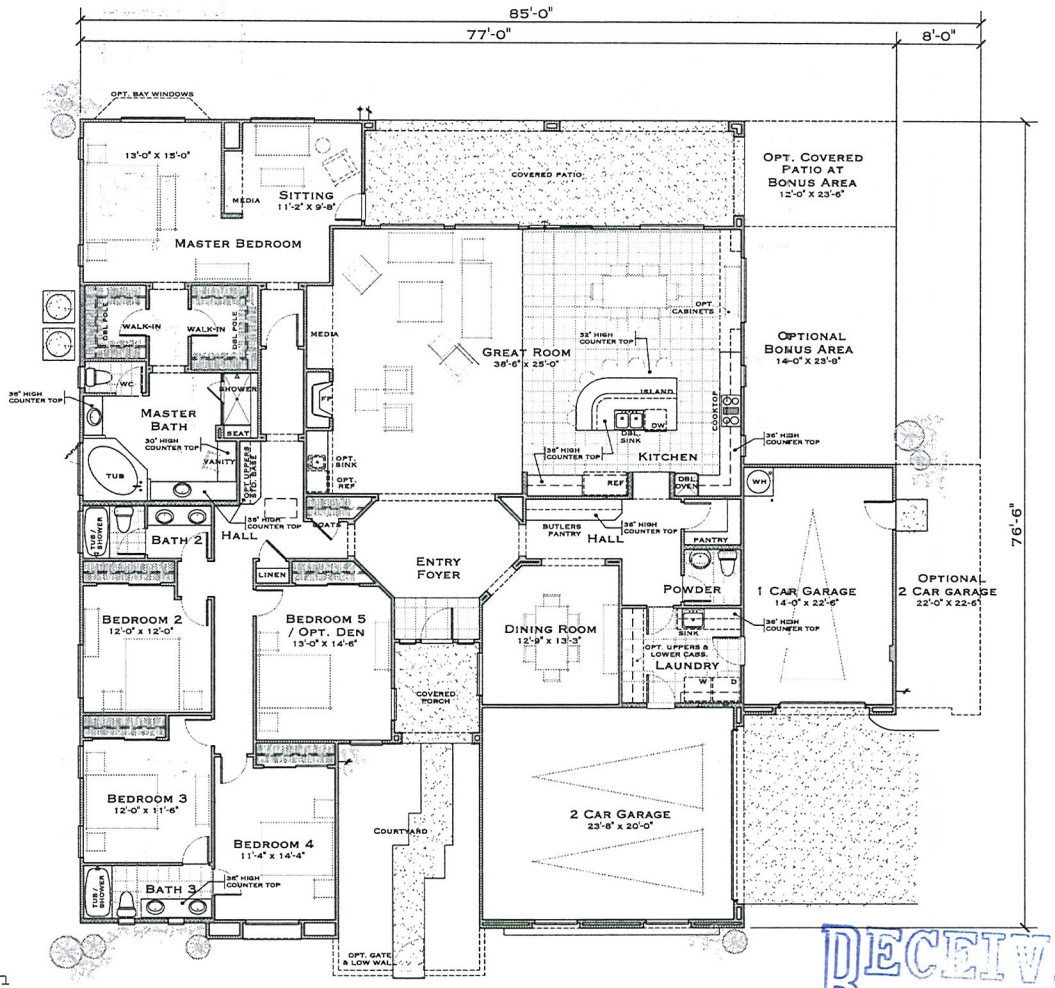


MASTER MEDIA / FIREPLACE OPTION





BONUS ROOM OPTION
(+327 SF)



RESIDENCE No.3 / 3,593 S.F.
SCALE: 3/16"=1'-0"

HALF ACRE PRODUCT DEVELOPMENT

WILLIAM LYON HOMES, INC.

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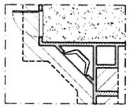
PLAN 3-PLANS / Plan 3 floor
eA06000 / 06-11-07



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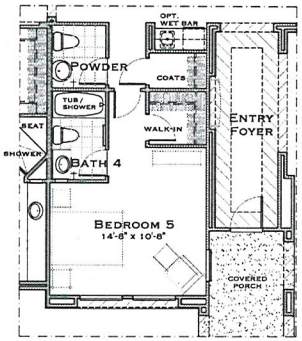
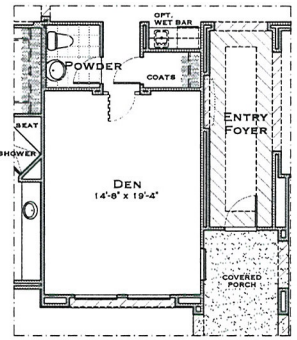


BEDROOM 5 / BATH 4 OPTION



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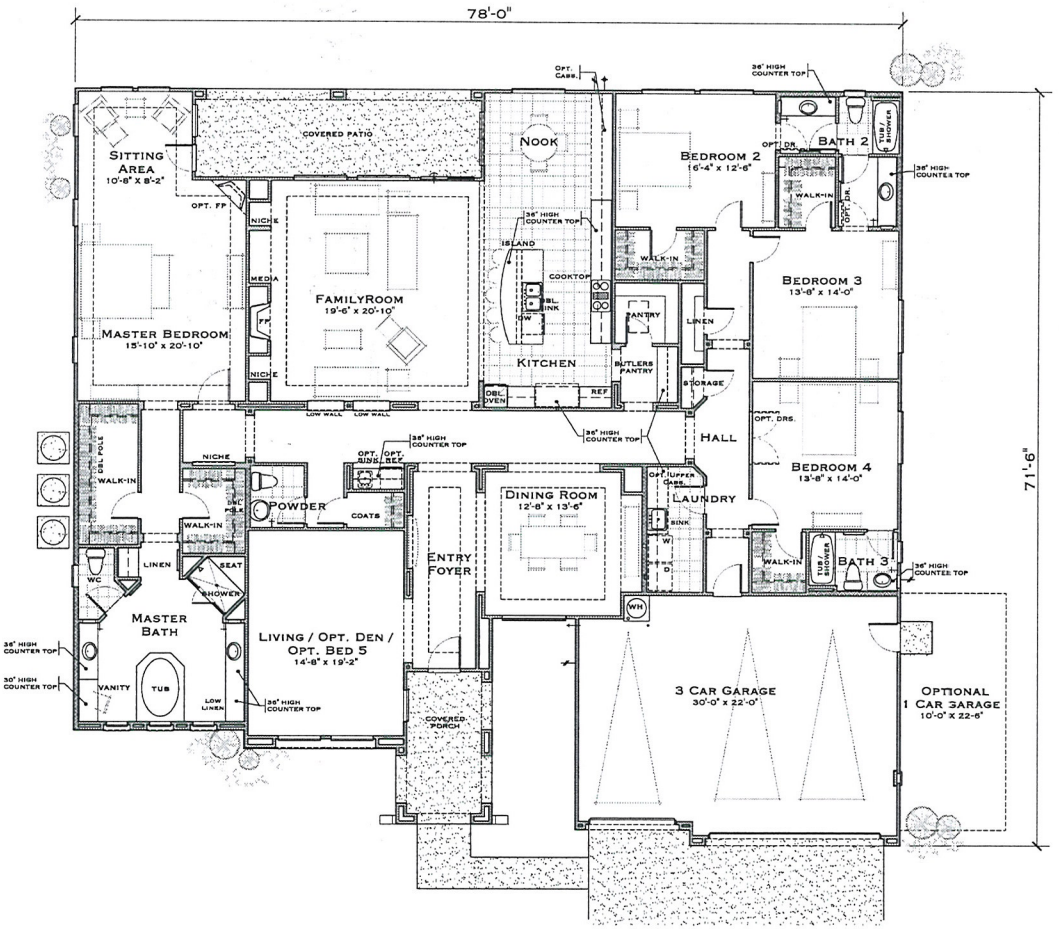

RESIDENCE No.4 / 3,991 S.F.

SCALE: 3/16"=1'-0"

HALF ACRE PRODUCT DEVELOPMENT

WILLIAM LYON HOMES, INC.

edingerArchitects

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EOT-40912

LAS VEGAS CITY COUNCIL

OSCAR B GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D ROSS
RICKI Y BARLOW

DOUGLAS A SELBY
CITY MANAGER



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

VOICE 702 229 6011
TDD 702 386 9108
www lasvegasnevada gov

September 11, 2007

Mr. Terry Connelly
William Lyon Homes
500 Pilot Road, Suite G
Las Vegas, Nevada 89119

RE. SDR-13852 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF AUGUST 1, 2007
RELATED TO ZON-13854 AND VAR-13853

Dear Mr. Connelly:

The City Council at a regular meeting held August 1, 2007 APPROVED the request for a Site Development Plan Review FOR A 49-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 24 8 acres at the southwest corner of Horse Drive and Coke Street (APNs 125-09-602-004, 125-09-702-001, 002, 003, and 125-09-704-001), U (Undeveloped) Zone under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units Per Acre) and R-E (Residence Estates) Zone [PROPOSED R-PD2 (Residential Planned Development - 2 Units Per Acre)]. NOTE: THE EXISTING ZONING DESIGNATION IS U (UNDEVELOPED) [RNP (RURAL NEIGHBORHOOD PRESERVATION) MASTER PLAN DESIGNATION] AND U (UNDEVELOPED) [RNP (RURAL NEIGHBORHOOD PRESERVATION) MASTER PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE) The Notice of Final Action was filed with the Las Vegas City Clerk on August 2, 2007. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13854) and Variance (VAR-13853) shall be required.

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. Site Development Plan Review approval (SDR-9927) is hereby expunged

4. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 05/26/06, except as amended by conditions herein

EOT-40912

5. The standards for this development shall include a minimum lot size of 14,581 square feet and building height shall not exceed one story or 20 feet, whichever is less.

6. The setbacks for this development shall be a minimum of 15 feet to the front of the house, 18 feet to the front of the garage as measured from back of sidewalk or from back of curb if no sidewalk is provided, 5 feet on the side, 15 feet on the corner side, and 25 feet in the rear. For patio covers in the rear yard, the setback shall be 14.5 feet to the face of the overhang and 14 feet to the post.

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 as Final Map submittal. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner, the landscape plan shall include irrigation specifications

8. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

9. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

10 Air conditioning units shall not be mounted on rooftops.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12 040.

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.

14. Rezoning (ZON-9926) is hereby expunged.

15. The pedestrian access to Floyd Lamb Park at Tule Springs as shown on the submitted plans date-stamped 5/26/07 shall be permanently maintained

EOT-40912

Public Works

16. Construct half street improvements on Coke Street adjacent to this site concurrent with development of this site Unless otherwise allowed by the City Engineer, streetlights shall be constructed at all exterior intersections; all other exterior streetlighting will be stubbed out for later use, including all necessary underground conduit and pull boxes at each streetlight location, but the installation of the streetlights shall be deferred provided that the developer provide to the City such streetlights for the future installation. Alternatively, monies in lieu of such deferred streetlights, including bases, may be contributed to the City if allowed by the Department of Public Works. Coordinate with the Land Development Section of Public Works regarding streetlighting requirements prior to submittal of construction drawings. Also, the installation of sidewalk may be deferred at this time provided the Owner signs and records a Covenant Running with the Land for the future installation of such sidewalk and landscapes, maintains, and submits an Encroachment Agreement for the unimproved right-of-way on Coke Street. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

17 Extend public sewer in Coke Street to the northern edge of this site at a depth and location acceptable to the City Engineer Additionally, provide a public sewer stub to Assessor Parcel Number #125-09-601-001 to a location and at a depth acceptable to the City Engineer concurrent with development of this site

18. Gated entries shall be designed, located and constructed in accordance with Standard Drawing #222A.

19. Site development to comply with all applicable conditions of approval for ZON-13854 and all other subsequent site-related actions.

20. A Homeowners' Association shall be established to maintain all private roadways, landscaping and common areas created with this development. All private improvements and landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections

21 Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

22 *Deleted at City Council*

23 A minimum of two lanes of asphalt pavement on the major access street adjacent to this site, and a working sanitary sewer connection shall be in place prior to final inspection of any units within this development. Full permanent improvements on all major access streets, including all required landscaped areas between the perimeter wall and adjacent public street, shall be constructed and accepted by the City prior to issuance of any building permits beyond 50% of all units within this development. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75%. The above thresholds notwithstanding, all required improvements shall be constructed within 24 months of approval of construction drawings No partial bond releases will be allowed until all perimeter roadway improvements are in place.

24. All private improvements and 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.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Robert Cunningham
Taney Engineering
4445 South Jones Boulevard
Las Vegas, Nevada 89103

EOT-40912

LAS VEGAS CITY COUNCIL

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STEVE WOLFSON
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RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

August 21, 2009

Mr. Scott Swapp
William Lyon Homes
500 Pilot Road, Suite G
Las Vegas, NV 89118

RE: EOT-35064 - EXTENSION OF TIME
CITY COUNCIL MEETING OF AUGUST 19, 2009

Dear Mr. Swapp:

The City Council at a regular meeting held August 19, 2009 APPROVED the request for an Extension of Time of a previously approved Site Development Plan Review (SDR-13852) FOR A 49-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 24.8 acres at the southwest corner of Horse Drive and Coke Street (APNs 125-09-602-004, 125-09-702-001, 002, 003, and 125-09-704-001), R-PD2 (Residential Planned Development- 2 Units per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 20, 2009. This approval is subject to:

Planning and Development

1. This Site Development Plan Review (SDR-13852) shall expire on August 1, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Site Development Plan Review (SDR-13852) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Robert Cunningham
Taney Engineering
6030 South Jones, Suite #100
Las Vegas, NV 89118

CITY OF LAS VEGAS
STEWART AVENUE
L. . EGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

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Printed with environmentally friendly soy ink.

TANEY ENGINEERING
6030 S. JONES BLVD. #100
LAS VEGAS, NEVADA 89118
TELEPHONE: (702) 362-8844
FAX: (702) 362-5233

February 8, 2011

City of Las Vegas Planning Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Justification Letter for an Extension of Time of the Site Development Review, Zone Change, and Variance for Horse & Coke
ZON-13854, VAR-13853, SDR-13852

To Whom It May Concern:

On behalf of our client, William Lyon Homes, we are requesting the following extension of time for 3 years, for Zone Change (Zon-13854) from U, and RNP zoning to R-PD2 zoning, a Variance (Var-13853) to allow zero square feet of open space, and an Site Development Review (SDR-13852) for a 49 lot single family residential development on 24.8 acres at the southwest corner of Horse Drive and Coke Street. Due to the current housing market conditions and lending conditions, the project has been delayed but it is anticipated will begin within the next 3 years or less. Approval of the above mentioned extension of times will not create any public safety or health issues and will aid in the build-out of the area.

If you have any questions or need additional information please do not hesitate to contact this office.

Sincerely,

Shaelyn Sandoval
Taney Engineering

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FEB 08 2011

EOT-40912

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: APRIL 6, 2011

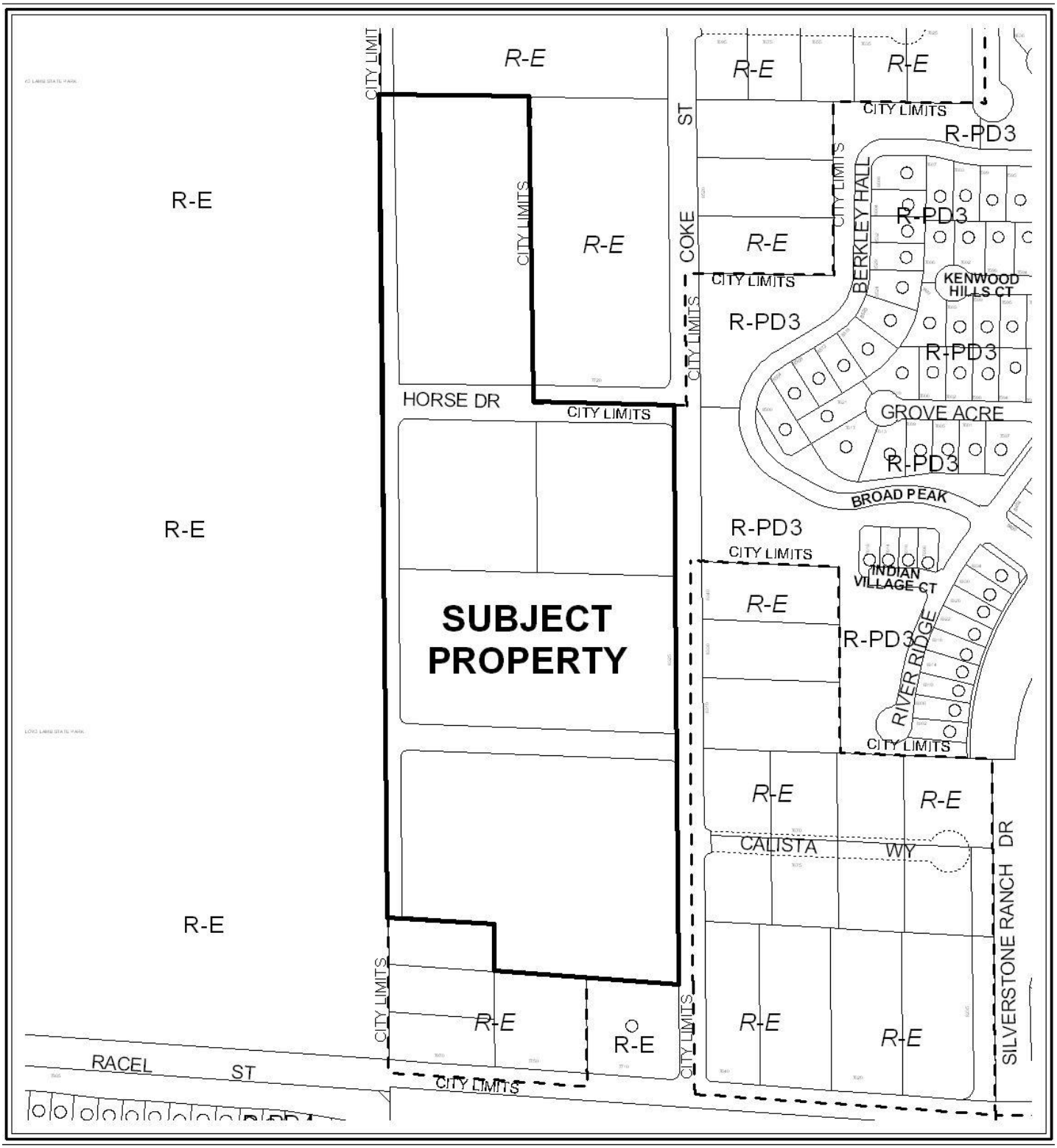
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40914 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC - Request for an Extension of Time of a previously approved Variance (VAR-13853) TO ALLOW ZERO SQUARE FEET OF OPEN SPACE WHERE 35,293 SQUARE FEET ARE REQUIRED FOR A 49-LOT RESIDENTIAL SUBDIVISION on 24.8 acres at the southwest corner of Horse Drive and Coke Street (APNs 125-09-704-001, 125-09-602-004, 125-09-702-001, 002, and 003), R-PD2 (Residential Planned Development - 2 Units Per Acre) Zone, Ward 6 (Ross). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

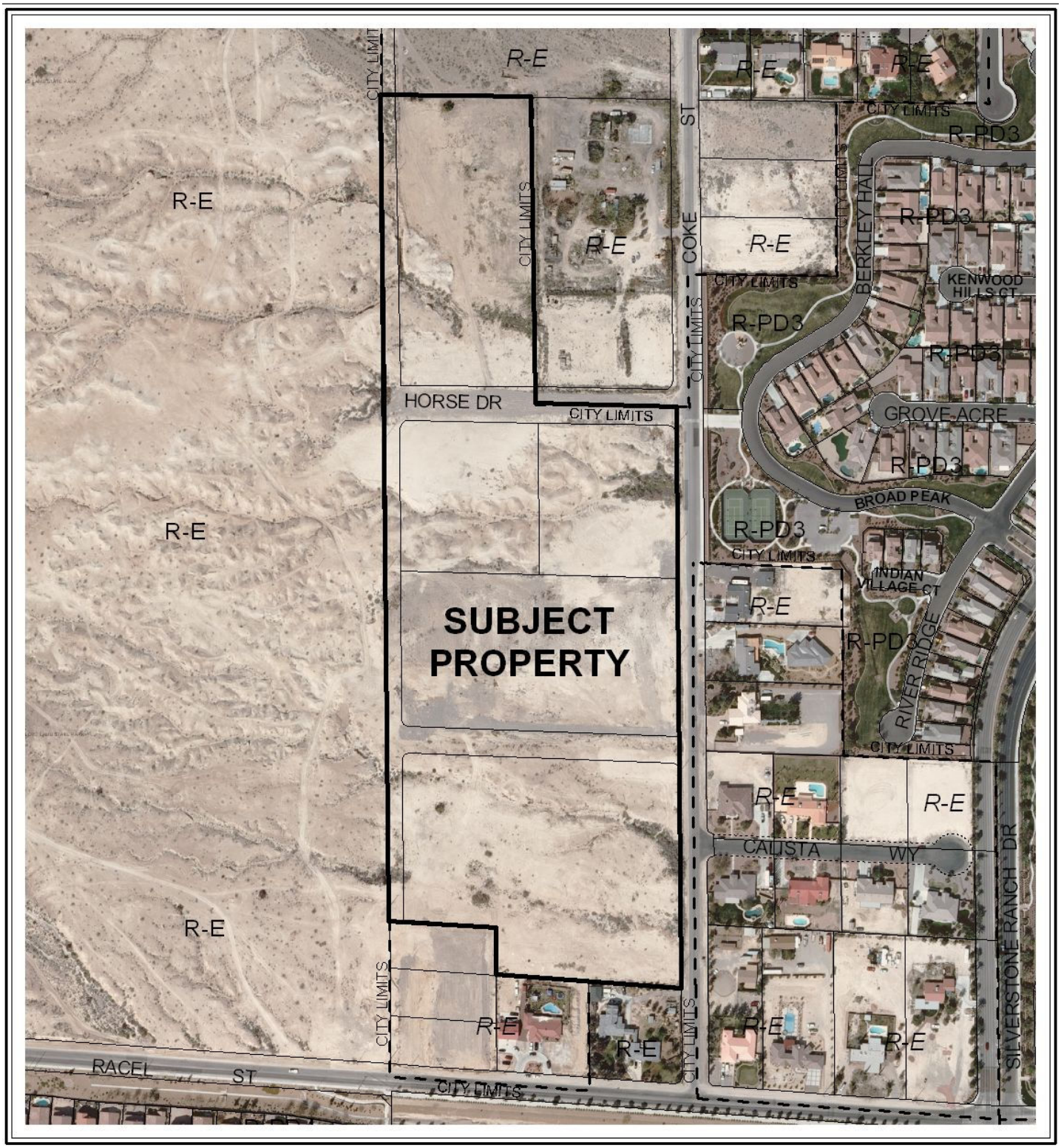
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for VAR-13853
5. City Council Approval Letter for EOT-35061
6. Justification Letter



CASE: **EOT-40914**

ZONING OF SUBJECT PROPERTY:

R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE)



0 300 600 Feet

CASE: EOT-40914

ZONING OF SUBJECT PROPERTY:

R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: COLFIN WLH LAND ACQUISITIONS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40914	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40914 CONDITIONS

Planning

1. This Variance (VAR-13853) shall expire on August 19, 2013 unless another Extension of Time is approved by City Council.

2. Conformance to the conditions of approval of the Variance (VAR-13853) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a single family residential development with a Variance (VAR-13853) to allow zero square feet of open space where 35,293 square feet are required at the southwest corner of Horse Drive and Coke Street. No building permits have yet to be issued for the proposed project. A Tentative Map (TMP-23104) was approved on 08/23/07, but has since expired. The area surrounding the subject site has not experienced any significant changes in land use or development since the approval of the Variance (VAR-13853); therefore, staff is recommending approval of this request.

It is noted that there is one (1) related Extension of Time (EOT-40912) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/21/04	The City Council approved a request for a Petition to Annex (ANX-3103) property generally located on the southwest corner of Horse Drive and Coke Street containing approximately 4.8 acres. The Planning Commission and staff recommended approval. The Annexation became effective on 01/30/04.
10/05/05	The City Council approved a request to Amend the Master Plan of Streets and Highways (MSH-8232) to remove a portion of Horse Drive between Coke Street and Conough Lane. The Planning Commission and staff recommended approval.
11/02/05	The City Council approved a request for a Petition to Vacate (VAC-8641) the south half of Horse Drive between Coke Street and Conough Lane, and the east half of Conough Lane from Horse Drive to approximately 375 feet north of Teasha Avenue. The Planning Commission and staff recommended approval.
01/04/06	The City Council approved a request for Rezoning (ZON-9926) from U (Undeveloped) Zone [RNP (Rural Neighborhood Preservation) General Plan designation] to R-PD2 (Residential Planned Development- 2 Units per Acre) on 5.93 acres on the northwest corner of Horse Drive and Coke Street. The Planning Commission and staff recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-9927) for an eight-lot single family residential subdivision. The Planning Commission and staff recommended denial.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/12/06	The Planning Commission approved a request for a Tentative Map (TMP-10525) for an eight-lot single family residential subdivision adjacent to the south side of Horse Drive, approximately 300 feet west of Coke Street. Staff recommended approval.
04/19/06	The City Council approved a request for a Petition to Annex (ANX-11001) an area consisting of approximately 15.99 acres generally located on the west side of Coke Street, north of Racel Street. The Planning Commission and staff recommended approval. The Annexation became effective on 04/28/06.
04/18/07	The City Council approved a request for a Petition to Vacate (VAC-13850) public right-of-way generally located west of the intersection of Horse Drive and Coke Street. The Planning Commission and staff recommended approval.
08/01/07	The City Council approved a request for Rezoning (ZON-13854) from U (Undeveloped) Zone [RNP (Rural Neighborhood Preservation) Master Plan designation] under Resolution of Intent to R-PD2 (Residential Planned Development- 2 Units per Acre) to R-PD2 (Residential Planned Development- 2 Units per Acre) on 24.8 acres at the southwest corner of Horse Drive and Coke Street. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Variance (VAR-13853) to allow zero square feet of open space where 35,293 square feet are required for a 49-lot residential subdivision.
	The City Council approved a related request for a Site Development Plan Review (SDR-13852) for a 49-lot single family residential development.
08/23/07	The Planning Commission approved a request for a Tentative Map (TMP-23104) for a 49-lot single family residential subdivision on 24.8 acres at the southwest corner of Horse Drive and Coke Street. Staff recommended approval.
05/21/08	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-27692) of a previously approved Petition to Vacate (VAC-13850) public right-of-way generally located west of the intersection of Horse Drive and Coke Street. Staff recommended approval.
05/28/09	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-34070) of a previously approved Petition to Vacate (VAC-13850) public right-of-way generally located west of the intersection of Horse Drive and Coke Street. Staff recommended approval.

08/19/09	The City Council approved a request for an Extension of Time (EOT-35061) of a previously approved Variance (VAR-13853) to allow zero square feet of open space where 35,293 square feet are required for a 49-lot residential subdivision on 24.8 acres at the southwest corner of Horse Drive and Coke Street. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-35064) of a previously approved Site Development Plan Review (SDR-13852) for a 49-lot single family residential development.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/27/10	The Planning and Development Department administratively approved a request for an Extension of Time (EOT-37889) of a previously approved Petition to Vacate (VAC-13850) public right-of-way generally located west of the intersection of Horse Drive and Coke Street. Staff recommended approval.

Most Recent Change of Ownership	
12/29/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have been no building permits or business licenses issued for the proposed project.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	24.8

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land- Proposed 49-lot Residential Development	RNP (Rural Neighborhood Preservation)	R-PD2 (Residential Planned Development- 2 Units Per Acre)
North	Undeveloped Land- Clark County	RNP (Rural Neighborhood Preservation)- Clark County	R-E (Rural Estates Residential)- Clark County
South	Single Family Residences	PCD (Planned Community Development)	R-PD2 (Residential Planned Development- 2 Units per Acre)
East	Single Family Residences	PCD (Planned Community Development)	R-PD2 (Residential Planned Development- 2 Units per Acre)
		RN (Rural Neighborhood)- Clark County	R-E (Rural Estates Residential)- Clark County
West	Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Variance (VAR-13853) to allow zero square feet of open space where 35,293 square feet are required for a 49-lot single family residential development at the southwest corner of Horse Drive and Coke Street. No building permits have been issued for the proposed development, nor has the surrounding area experienced any significant changes in land use or development since the approval of the Variance (VAR-13853). A Tentative Map (TMP-23104) was approved on 08/23/07 for the proposed development, but has since expired.

Title 19.18.070 deems a Variance exercised upon the issuance of a building permit for new construction.

FINDINGS

The Variance (VAR-13853) has not met Title 19.18.070 requirements to exercise the entitlement as no building permits have yet to be issued for the proposed project. The applicant is requesting an Extension of Time due to the current housing market and lending conditions in the area. Staff is recommending approval with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-13853) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40914** APN: 125-09-702-001, 002, 003

Name of Property Owner: Colfin WLH Land ~~ACQ~~ Acquisitions, LLC 125-09-704-001, 125-09-602-004

Name of Applicant: Colfin WLH Land ~~ACQ~~ Acquisitions, LLC

Name of Representative: Taney Engineering

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Mark M. Hedstrom Vice President

Subscribed and sworn before me

This _____ day of _____, 20___ see Calif Jurat attached hereto

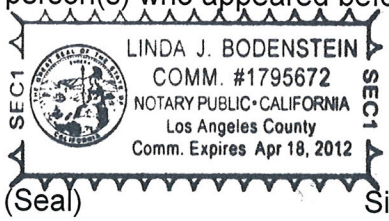
_____

Notary Public in and for said County and State

RECEIVED
FEB 08 2011

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 26th day of January, 2011, by Mark M. Hedstrom,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal) Signature

RECEIVED
FEB 08 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VAR-13853/ Extension of Time (EOT-35061)

Project Address (Location) Horse & Coke

Project Name Horse & Coke 125-09-702-001,002, 003 **Proposed Use** _____

Assessor's Parcel #(s) 125-09-704-001, 125-09-602-004 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 24.8 **Lots/Units** 49 **Density** _____

Additional Information _____

PROPERTY OWNER Colfin WLH Land ~~ACQ~~ Acquisitions, LLC **Contact** Scott Swapp

Address 500 Pilot Road, Suite G **Phone:** 263-8200 **Fax:** 263-2880

City Las Vegas **State** NV **Zip** 89119

E-mail Address Scott.swapp@lyonhomes.com

APPLICANT Colfin WLH Land ~~ACQ~~ Acquisitions, LLC **Contact** Scott Swapp

Address 500 Pilot Road, Suite G **Phone:** 263-8200 **Fax:** 263-2880

City Las Vegas **State** NV **Zip** 89119

E-mail Address Scott.swapp@lyonhomes.com

REPRESENTATIVE Taney Engineering **Contact** Shaelyn Sandoval

Address 3060 S. Jones, Suite 100 **Phone:** 362-8844 **Fax:** 362-5233

City Las Vegas **State** NV **Zip** 89118

E-mail Address Shaes@taneycorp.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Mark M. Hedstrom Vice President

Subscribed and sworn before me

This _____ day of see Calif Jurat attached hereto, 20 _____.

_____

Notary Public in and for said County and State

RECEIVED
FEB 08 2011

FOR DEPARTMENT USE ONLY

Case #	EOT-40914
Meeting Date:	4-6-11
Total Fee:	300.00
Date Received:*	2-8-11
Received By:	JFmed

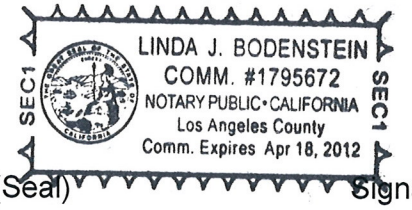
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

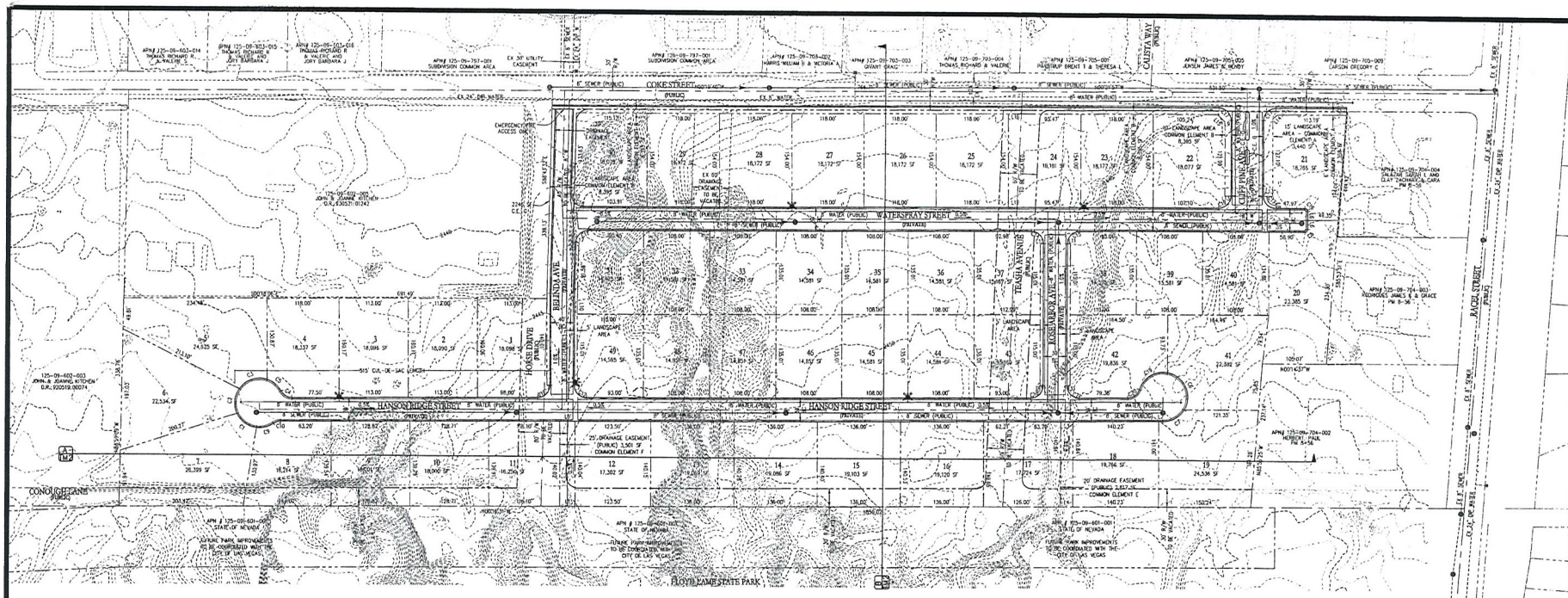
State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 26th day of January, 2011, by Mark M. Hedstrom,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

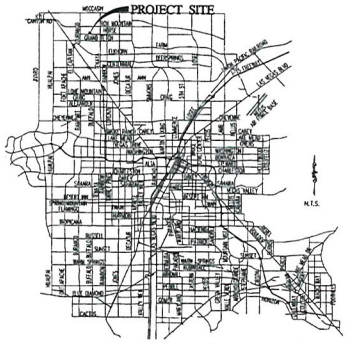


(Seal) Signature

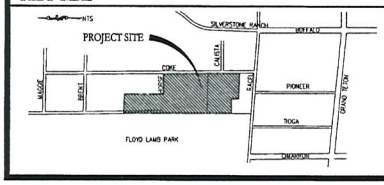
RECEIVED
FEB 08 2011



VICINITY MAP



KEY MAP



LANDSCAPE PLAN NOTE

LANDSCAPE PLAN SUBMITTED WITH SITE DEVELOPMENT REVIEW PER SUN CITY LANDSCAPING.

LEGEND

RIGHT-OF-WAY	
BOUNDARY LINE	
PROPERTY LINE	
EASEMENT	
STREET CENTERLINE	
LOT NUMBER	1
WATER LINE	
SEWER LINE W/ MANHOLE	
EDGE OF PAVEMENT	

DEVELOPMENT STANDARDS

PER TITLE 19 (SECTION 19.06.040) FOR RPD-2 ZONING:
DENSITY ALLOWED - 2 UNITS/GROSS ACRE
MIN. LOT SIZE - 14,500 SF
MAX. LOT COVERAGE - 50%
MAX. HEIGHT - 35 FEET

UTILITY LOCATIONS

WATER - THE NEAREST WATER CONNECTION IS AN EXISTING 8" PUBLIC MAIN IN COKE RIGHT-OF-WAY EAST OF THE PROJECT SITE - LAS VEGAS VALLEY WATER DISTRICT IS THE PURVEYOR

SEWER - THE NEAREST SEWER CONNECTION IS AN EXISTING 8" SEWER PROVIDED IN RACEL RIGHT-OF WAY ADJACENT TO THE PROJECT SITE, CITY OF LAS VEGAS IS THE PURVEYOR

SEWER CONTRIBUTION

49 LOTS x 250 GPD/LOT = 12,250 GPD (AVERAGE)
49 LOTS x 250 GPD/LOT X 3.5 PEAK FACTOR = 42,875 GPD (PEAK)

SCALE

80 0 40 80 160 320
(IN FEET)
1 inch = 80 ft.

SITE INFORMATION

ASSESSORS PARCEL NUMBER	125-09-702-001,002,003,125-09-704-001;125-09-602-004
PROPOSED USE OF PROPERTY	SINGLE FAMILY RESIDENTIAL SUBDIVISION
EXISTING ZONING	RNP (RURAL NEIGHBORHOOD PRESERVATION)
PROPOSED ZONING (ZON-6774)	R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT DISTRICT)
TOTAL PROPOSED LOTS	49 LOTS
GROSS ACREAGE	24.8±
NET ACREAGE	24.0±
DENSITY (BASED ON GROSS ACREAGE)	1.98 LOTS/ACRE
PARKING REQUIRED	2 PER UNIT = 98 SPACES
PARKING PROVIDED	98 SPACES IN 2 CAR GARAGES, DRIVEWAYS, AND ON-STREET PARKING
USABLE OPEN SPACE REQUIRED (TITLE 19, SECTION 19.06.040 C)	35,253 SF
USABLE OPEN SPACE PROVIDED (VAR-12854 FOR 0 SF OPEN SPACE)	0 SF
LANDSCAPED AREA	3,029 SF
AVERAGE LOT SIZE	15,836 SF
SMALLEST LOT SIZE	14,581 SF
LARGEST LOT SIZE	26,399 SF

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL CONFORM TO THE CITY OF LAS VEGAS STANDARDS AND SPECIFICATIONS.
2. UTILITY EASEMENTS TO BE DEDICATED TO RESPECTIVE AGENCIES.
3. THIS DEVELOPMENT IS SHOWN IN ITS ENTIRETY AND IS NOT PART OF ANY MASTER PLAN.
4. FIRM PANEL 32003C1764 E DATED SEPTEMBER 27, 2002. ENTIRE AREA WITHIN FEMA ZONE "X"
5. NO PROTECTIVE COVENANTS OR DEED RESTRICTIONS ARE PLANNED.
6. THERE ARE NO KNOWN EXISTING FAULTS OR FISSURES ON THE SITE.
7. GROUND WATER IS LOCATED AT A DEPTH GREATER THAN 300-FEET.
8. PERIMETER AND INTERIOR LANDSCAPE AREAS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. THERE ARE NO EXISTING STRUCTURES LOCATED ON THIS SITE.
10. LANDSCAPING TO BE PROVIDED PER CITY OF LAS VEGAS REQUIREMENTS.
11. NO AREA SHALL BE RESERVED OR DEDICATED FOR PARKS, SCHOOLS, OR OTHER PUBLIC OR QUASI-PUBLIC USES.
12. THERE ARE NO EXISTING OR PROPOSED STORM DRAINS WITH THIS PROPERTY.
13. A VARIANCE TO ALLOW NO OPEN SPACE WHERE 35,293 SF IS THE MINIMUM REQUIRED FOR A 49 LOT SUBDIVISION HAS BEEN APPLIED FOR (VAR-13854).
14. THERE IS AN EXISTING 80' R/W (HORSE STREET) WITH THIS SITE PROPOSED TO BE VACATED.
15. THERE IS AN EXISTING 40' R/W (HORSE STREET) WITH THIS SITE PROPOSED TO BE VACATED.
16. THERE IS AN EXISTING 60' R/W (TEASHA AVENUE) WITH THIS SITE PROPOSED TO BE VACATED.
17. THERE IS AN EXISTING 30' R/W (CONOUGH LANE) WITH THIS SITE PROPOSED TO BE VACATED.
18. THERE IS AN EXISTING 60' DRAINAGE EASEMENT WITH THIS SITE PROPOSED TO BE VACATED.

UTILITY COMPANIES

NEVADA POWER COMPANY
6226 W. SAHARA AVE. 367-5555

EMBARQ TELEPHONE COMPANY
330 S. VALLEY VIEW BLVD. 244-7400

COX COMMUNICATIONS
121 S. MARTIN L. KING BLVD. 598-2100

SOUTHWEST GAS CORP.
4300 W. TROPICANA AVE. 365-2111

REPUBLIC SERVICES (SOLID WASTE DISPOSAL)
770 E. SAHARA AVE. 735-5151

CITY OF LAS VEGAS (SEWER)
741 S. 4TH STREET 229-2180

LAS VEGAS VALLEY WATER DISTRICT (WATER)
1001 SOUTH VALLEY VIEW BLVD. 870-2011

OWNER

APN # 125-09-702-001,002,003;
125-09-704-001;125-09-602-004
WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
263-5000 OFFICE
263-8220 FAX

DEVELOPER

APN # 125-09-702-001,002,003;
125-09-704-001;125-09-602-004
WILLIAM LYON HOMES
500 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
263-5000 OFFICE
263-8220 FAX

Call Two Working Days Before You Dig!
DigRight. DigSafely.
1-800-227-2600

SETBACKS

FRONT YARD - 18 FEET TO FRONT OF GARAGE MEASURED FROM BC, 15 FEET TO FRONT OF DWELLING

INTERIOR SIDE YARD - 5 FEET

STREET CORNER SIDE YARD-15 FEET MEASURED FROM BC

REAR YARD - 25 FEET

LINE DATA

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°07'31"E	60.00'
L2	N89°52'29"E	6.75'
L3	S00°21'52"W	6.75'
L4	S00°18'31"E	120.00'
L5	N89°41'29"E	15.00'
L6	S00°18'31"E	5.00'
L7	N89°41'29"E	5.00'
L8	S00°18'31"E	5.00'
L9	N89°41'29"E	5.00'
L10	N89°41'29"E	13.84'
L11	S00°18'31"E	5.00'
L12	S00°18'40"E	17.64'
L13	N90°00'21"E	5.00'
L14	S45°00'00"E	9.82'
L15	N89°55'00"E	19.86'
L16	N62°38'40"E	15.00'
L17	N27°38'28"E	5.00'

CURVE DATA

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	340.00'	41.95'	7°04'15"
C2	340.00'	80.00'	13°28'43"
C3	340.00'	39.29'	6°37'19"
C4	220.00'	61.70'	16°03'27"
C5	340.00'	43.18'	7°16'41"
C6	340.00'	112.08'	18°53'09"
C7	340.00'	58.96'	9°56'14"
C8	4.50'	7.07'	90°00'00"
C9	340.00'	42.04'	7°05'13"
C10	60.00'	34.29'	32°45'00"
C11	60.00'	39.29'	37°30'00"
C12	60.00'	90.00'	85°57'30"
C13	60.00'	90.00'	90°00'00"
C14	60.00'	90.00'	85°57'30"
C15	60.00'	39.29'	37°30'00"
C16	60.00'	90.00'	85°57'30"
C17	60.00'	90.00'	85°57'30"
C18	60.00'	90.00'	85°57'30"
C19	60.00'	47.01'	44°53'00"
C20	60.00'	43.98'	41°59'30"
C21	60.00'	90.00'	85°57'30"

LEGAL DESCRIPTION

SOUTHEAST QUARTER (SE 1/4) OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M. CLARK COUNTY, NEVADA

BASIS OF BEARINGS

SOUTH 89°33'26" EAST, BEING THE BEARING OF THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 9, TOWNSHIP 19 SOUTH, RANGE 60 EAST, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 118, PAGE 40 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

BENCHMARK

BENCHMARK# BLW90 9E34
ELEV. 742.519 (METERS)

CITY OF LAS VEGAS RIVET AND ROUND PLATE IN CONCRETE CYLINDER, SOUTHWEST CORNER OF HORSE DR. AND COKE ST., NEAR POWER POLE #243357.

ABBREVIATIONS

AC	ASPHALTIC CONCRETE	MIN	MINIMUM
BC	BACK OF CURB	NTS	NOT TO SCALE
BCR	BACK OF CURB RADIUS	OC	ON CENTER
BM	BENCHMARK	PB	PULL BOX
BVC	BEGIN VERTICAL CURVE	PC	POINT OF CURVE
BW	BOTTOM OF EXISTING WALL	PCC	POINT OF COMPOUND CURVE
CATV	CABLE TELEVISION	PE	POLYETHYLENE
CC	CLARK COUNTY	PI	POINT OF INTERSECTION
CL	CENTER LINE	PL	PROPERTY LINE
CLV	CITY OF LAS VEGAS	POC	POINT OF CONNECTION
CMP	CORRUGATED METAL PIPE	PP	POWER POLE
CNLV	CITY OF NORTH LAS VEGAS	PRC	POINT OF REVERSE CURVE
CO	CLEAN OUT, SEWER	PT	POINT OF TANGENCY
CON	CITY OF HENDERSON	PVC	POLYVINYL CHLORIDE
CY	CURBY YARD	R	RADIUS
DC	DESIGN GRADE	RCB	REINFORCED CONCRETE BOX
DI	DROP INLET	RCP	REINFORCED CONCRETE PIPE
DIP	DUCTILE IRON PIPE	R/W	RIGHT-OF-WAY
EC	END OF CURVE	RT	RIGHT
EP	EDGE OF PAVEMENT	SD	STORM DRAIN
EVC	END VERTICAL CURVE	SL	STREETLIGHT
EX	EXISTING	SS	SANITARY SEWER
FF	FINISH FLOOR ELEVATION	STA	STATION
FG	FINISH GRADE	STD	STANDARD
FH	FIRE HYDRANT	SWPPP	STORM WATER POLLUTION PREVENTION PLAN
FL	FLOW LINE	TBM	TEMPORARY BENCHMARK
FT	FEET	TC	TOP OF CURB
GB	GRADE BREAK	TF	TOP OF FOOTING
GFF	GARAGE FINISH FLOOR	TG	TOP OF RETAINING
HP	HIGH POINT	TW	TOP OF WALL
INV	INVERT	TYP	TYPICAL
LF	LINEAR FEET	USD	UNIFORM STANDARD DRAWING (CC AREA)
LT	LEFT	VC	VERTICAL CURVE
LVWD	LAS VEGAS VALLEY WATER DISTRICT	VCP	VITRIFIED CLAY PIPE
MAX	MAXIMUM	VC	VALLEY GUTTER
MH	MANHOLE	W	WATER

NO	DESCRIPTION	BY	DATE	APPR
	REVISIONS			

WILLIAM LYON HOMES, INC
500 PILOT ROAD, SUITE G
LAS VEGAS, NV 89119
(702) 263-5000 FAX: (702) 263-8220

TANEY ENGINEERING
1389 GALLERIA DRIVE #204
HENDERSON, NV 89014
(702) 837-5644 FAX: (702) 837-5333

HORSE AND COKE
A RESIDENTIAL SUBDIVISION
TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-08
No. 15726
CIVIL
STATE OF NEVADA
PROFESSIONAL ENGINEER
12/5/07
ENGINEER'S SEAL

DATE:	06.01.07
SCALE:	1"=80'
JOB NO:	WLL-07-054
DESIGNED BY:	RRL
CHECKED BY:	RRL
SHEET NAME:	T1
SHEET:	1 OF 2

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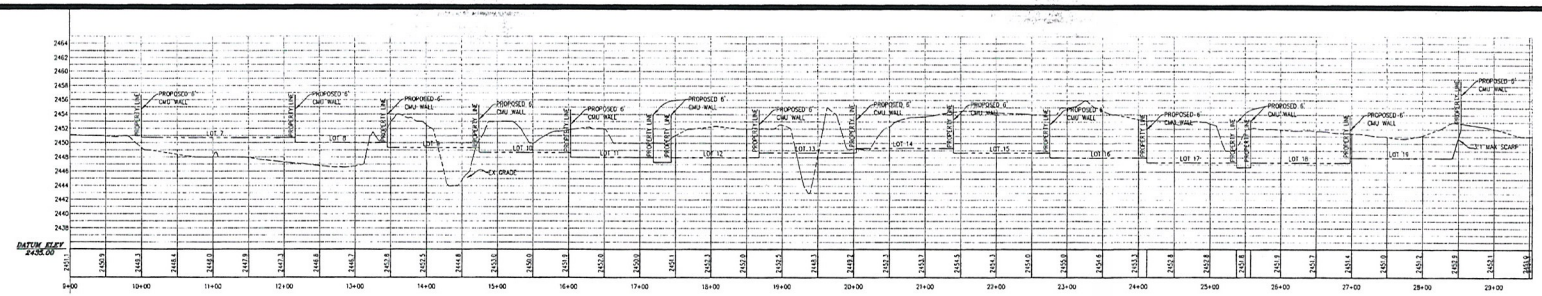
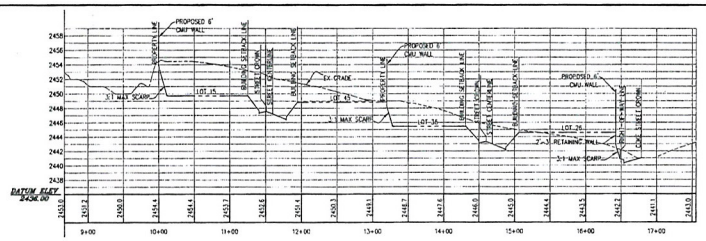
EOT-40914

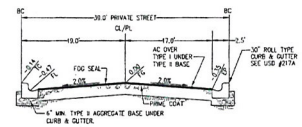
FILE NAME: WLL07054TN.DWG
07/24/2007 13:07:38



SECTION A

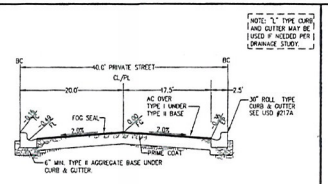


SECTION B



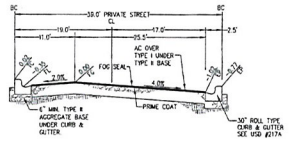
TYPICAL 39.0' PRIVATE DRIVE

PER CLARK COUNTY AREA USD #210 (MODIFIED)



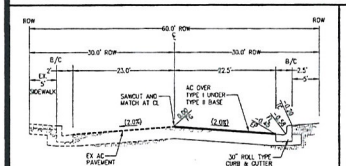
40.0' PRIVATE DRIVE

PER CLARK COUNTY AREA USD #210



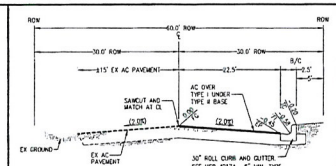
TYPICAL 39.0' PRIVATE DRIVE

PER CLARK COUNTY AREA USD #210 (MODIFIED)



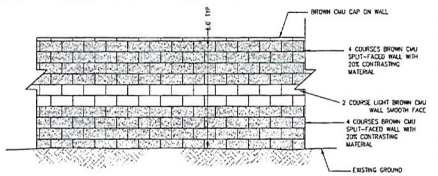
COKE STREET

PER CLARK COUNTY AREA USD #205

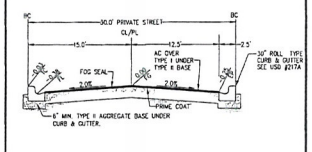


COKE STREET

PER CLARK COUNTY AREA USD #205

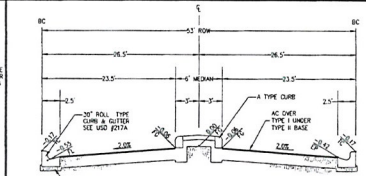


PERIMETER DECORATIVE BLOCK WALL SECTION



30.0' PRIVATE DRIVE

PER CLARK COUNTY AREA USD #210 (MODIFIED)



53.0' PRIVATE ENTRY DRIVE

PER CLARK COUNTY AREA USD #222A (MODIFIED)

NO	DESCRIPTION	BY	DATE	APPR

REVISIONS

WILLIAM LYON HOMES, INC
500 FILOT ROAD, SUITE G
LAS VEGAS, NV 89119
(702) 263-5200 FAX: (702) 263-5223

TANEY ENGINEERING
1399 GALLERIA DRIVE #101
HENDERSON, NV 89014
(702) 362-8844 FAX: (702) 362-5333

HORSE AND COKE

A RESIDENTIAL SUBDIVISION

TENTATIVE MAP

ROBERT D. CUNNINGHAM
Exp. 12-31-08
CIVIL
No. 15726
ENGINEER'S SEAL

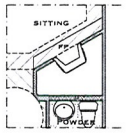
DATE:	06.01.07
SCALE:	1"=80'
JOB NO:	WLL-07-054
DESIGNED BY:	RRL
CHECKED BY:	RRL
SHEET NAME:	T2
SHEET:	2 OF 2

RECEIVED
FEB 08 2011

FILE NAME: WLL07054TM.DWG

07/24/2007 13:07:32

EOT-40914



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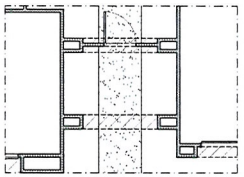
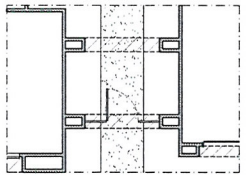
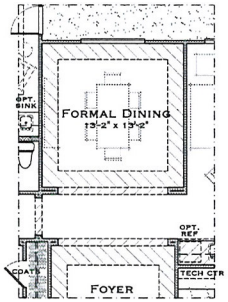


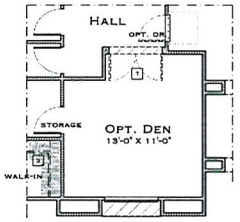
COURTYARD DOOR OPTION



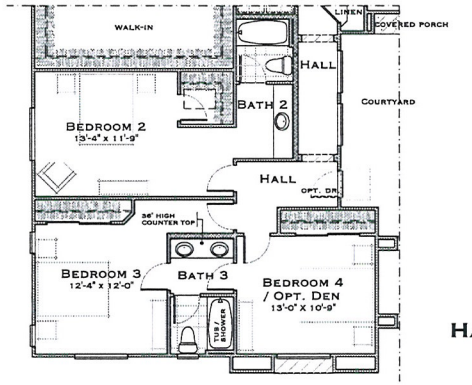
COURTYARD GATE OPTION



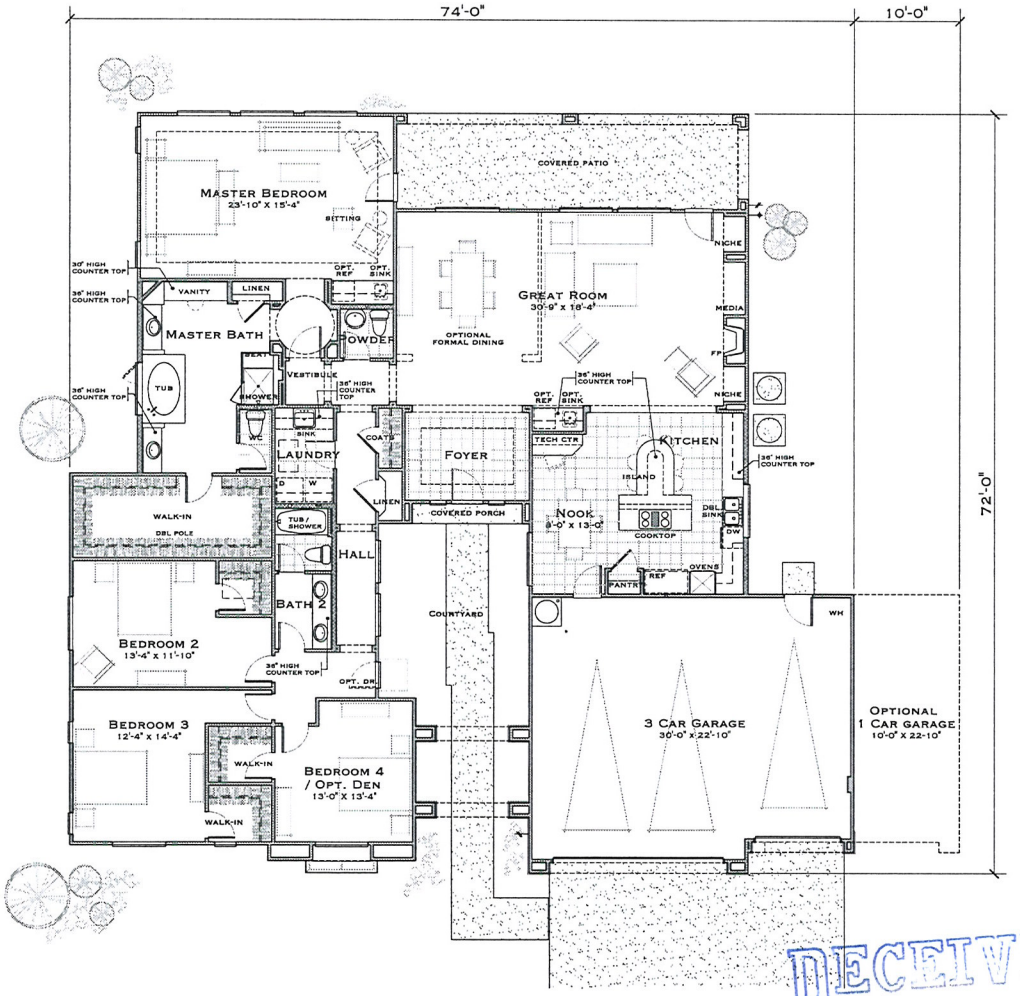
FORMAL DINING OPTION



DEN OPTION



BATH 3 / BED 2 SUITE OPTION



RESIDENCE No.1 / 3,032 S.F.

SCALE: 3/16"=1'-0"

HALF ACRE PRODUCT DEVELOPMENT

WILLIAM LYON HOMES, INC.

edingerArchitects

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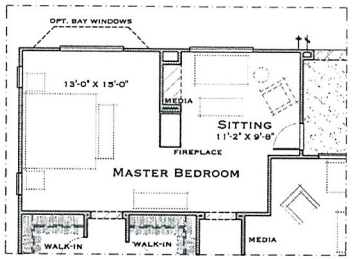
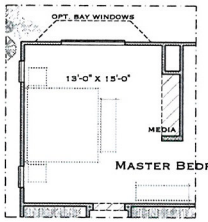
EOT-40914

PLAN 1-PLANS / Plan 1 prelim floor
eA(0000) / 06-11-07



MASTER FIREPLACE OPTION



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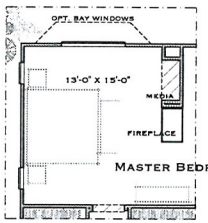

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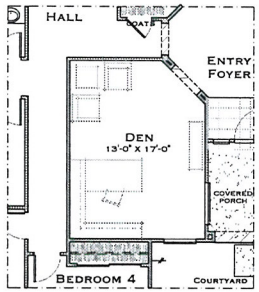
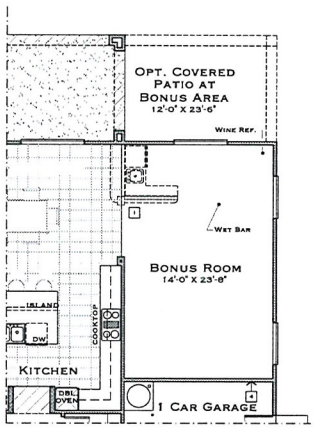
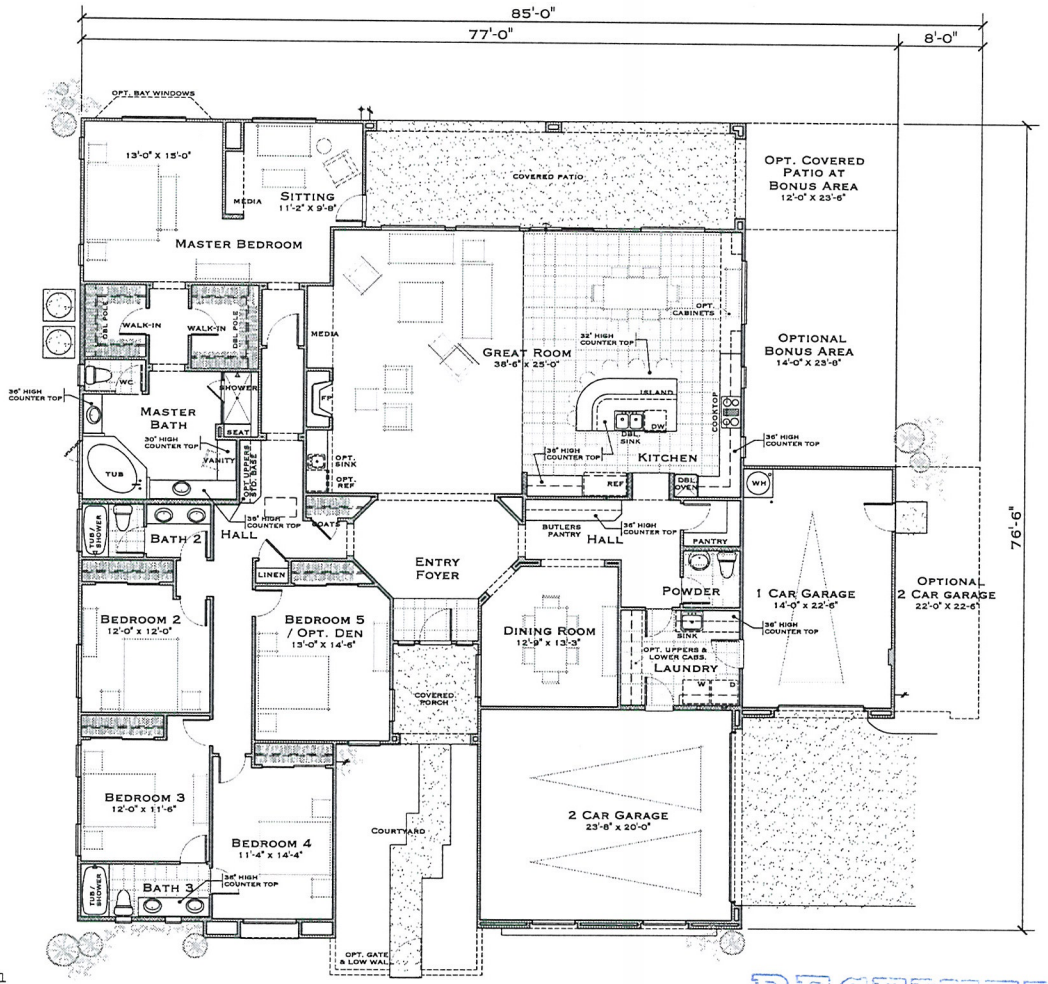




BONUS ROOM OPTION
(+327 SF)



RESIDENCE No.3 / 3,593 S.F.
SCALE: 3/16"=1'-0"

HALF ACRE PRODUCT DEVELOPMENT

WILLIAM LYON HOMES, INC.

edingerArchitects

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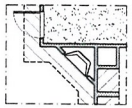
PLAN 3-PLANS / Plan 3 floor
eA00000 / 06-11-07



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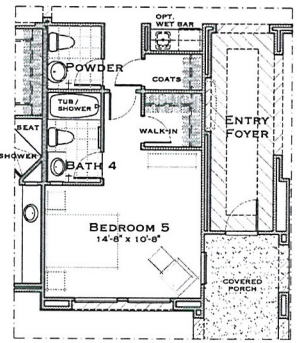
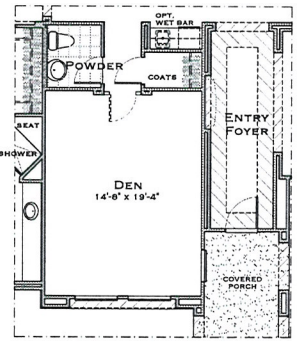


BEDROOM 5 / BATH 4 OPTION



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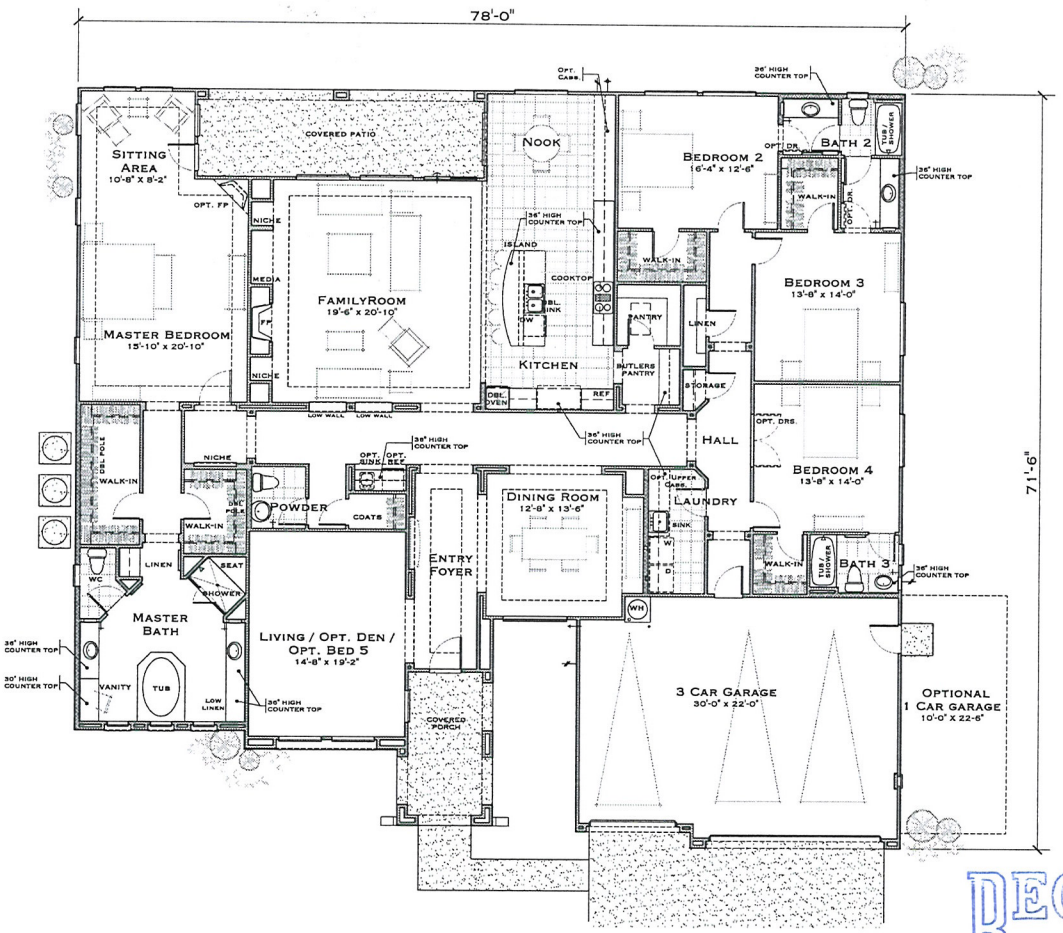

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RESIDENCE No.4 / 3,991 S.F.

SCALE: 3/16"=1'-0"

HALF ACRE PRODUCT DEVELOPMENT

WILLIAM LYON HOMES, INC.

edingerArchitects

PLAN 4-PLANS / Plan 4 prelim floor
eA00000 / 06-11-07

EOT-40914

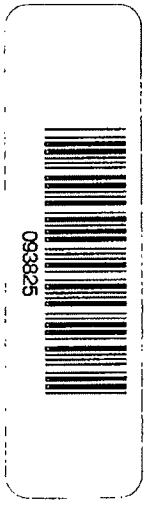
LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

August 3, 2007

Mr. Terry Connelly
William Lyon Homes
500 Pilot Road, Suite G
Las Vegas, Nevada 89119

RE: VAR-13853 - VARIANCE
CITY COUNCIL MEETING OF AUGUST 1, 2007
RELATED TO ZON-13854 AND SDR-13852

Dear Mr. Connelly:

The City Council at a regular meeting held August 1, 2007 APPROVED the request for a Variance TO ALLOW ZERO SQUARE FEET OF OPEN SPACE WHERE 35,293 SQUARE FEET ARE REQUIRED FOR A 49-LOT RESIDENTIAL SUBDIVISION on 24.8 acres at the southwest corner of Horse Drive and Coke Street (APNs 125-09-602-004, 125-09-702-001, 002, 003, and 125-09-704-001), U (Undeveloped) Zone under Resolution of Intent to R-PD2 (Residential Planned Development - 2 Units Per Acre) and R-E (Residence Estates) Zone [PROPOSED: R-PD2 (Residential Planned Development - 2 Units Per Acre)]. NOTE: THE EXISTING ZONING DESIGNATION IS U (UNDEVELOPED) [RNP (RURAL NEIGHBORHOOD PRESERVATION) MASTER PLAN DESIGNATION] AND U (UNDEVELOPED) [RNP (RURAL NEIGHBORHOOD PRESERVATION) MASTER PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO R-PD2 (RESIDENTIAL PLANNED DEVELOPMENT - 2 UNITS PER ACRE). The Notice of Final Action was filed with the Las Vegas City Clerk on August 2, 2007. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13854) and Site Development Plan Review (SDR-13852) shall be required.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

EOT-40914

3. In lieu of compliance with the open space requirements of Municipal Code 19.06.040, the developer will be allowed to make a contribution To Whom It May Concern: the City of Las Vegas Parks CIP Fund in the amount of $141,172.00 to be utilized by the City Council for improvements to existing public parks nearby. This contribution must be made to Land Development prior to approval of a Final Map; otherwise the developer is still required to comply with the Open Space requirement in accordance with Title 19 of the Las Vegas Municipal Code.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Robert Cunningham
Taney Engineering
4445 South Jones Boulevard
Las Vegas, Nevada 89103

EOT-40914

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

August 21, 2009

Mr. Scott Swapp
William Lyon Homes
500 Pilot Road, Suite G
Las Vegas, NV 89118

RE: EOT-35061 - EXTENSION OF TIME
CITY COUNCIL MEETING OF AUGUST 19, 2009

Dear Mr. Swapp:

The City Council at a regular meeting held August 19, 2009 APPROVED the request for an Extension of Time of a previously approved Variance (VAR-13853) TO ALLOW ZERO SQUARE FEET OF OPEN SPACE WHERE 35,293 SQUARE FEET ARE REQUIRED FOR A 49-LOT RESIDENTIAL SUBDIVISION on 24.8 acres at the southwest corner of Horse Drive and Coke Street (APN 125-09-602-004, 125-09-702-001, 002, 003, and 125-09-704-001), R-PD2 (Residential Planned Development- 2 Units per Acre) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on August 20, 2009. This approval is subject to:

Planning and Development

1. This Variance (VAR-13853) shall expire on August 1, 2011 unless another Extension of Time is approved by the City Council.

2. Conformance to all conditions of approval of Variance (VAR-13853) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Robert Cunningham
Taney Engineering
6030 South Jones, Suite #100
Las Vegas, NV 89118

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FEB 08 2011

EOT-40914

CITY OF LAS VEGAS
STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
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TANEY ENGINEERING
6030 S. JONES BLVD. #100
LAS VEGAS, NEVADA 89118
TELEPHONE: (702) 362-8844
FAX: (702) 362-5233

February 8, 2011

City of Las Vegas Planning Department
731 South Fourth Street
Las Vegas, NV 89101

Re: Justification Letter for an Extension of Time of the Site Development Review, Zone Change, and Variance for Horse & Coke
ZON-13854, VAR-13853, SDR-13852

To Whom It May Concern:

On behalf of our client, William Lyon Homes, we are requesting the following extension of time for 3 years, for Zone Change (Zon-13854) from U, and RNP zoning to R-PD2 zoning, a Variance (Var-13853) to allow zero square feet of open space, and an Site Development Review (SDR-13852) for a 49 lot single family residential development on 24.8 acres at the southwest corner of Horse Drive and Coke Street. Due to the current housing market conditions and lending conditions, the project has been delayed but it is anticipated will begin within the next 3 years or less. Approval of the above mentioned extension of times will not create any public safety or health issues and will aid in the build-out of the area.

If you have any questions or need additional information please do not hesitate to contact this office.

Sincerely,

Shaelyn Sandoval
Taney Engineering

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FEB 08 2011
EOT-40914

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: APRIL 6, 2011

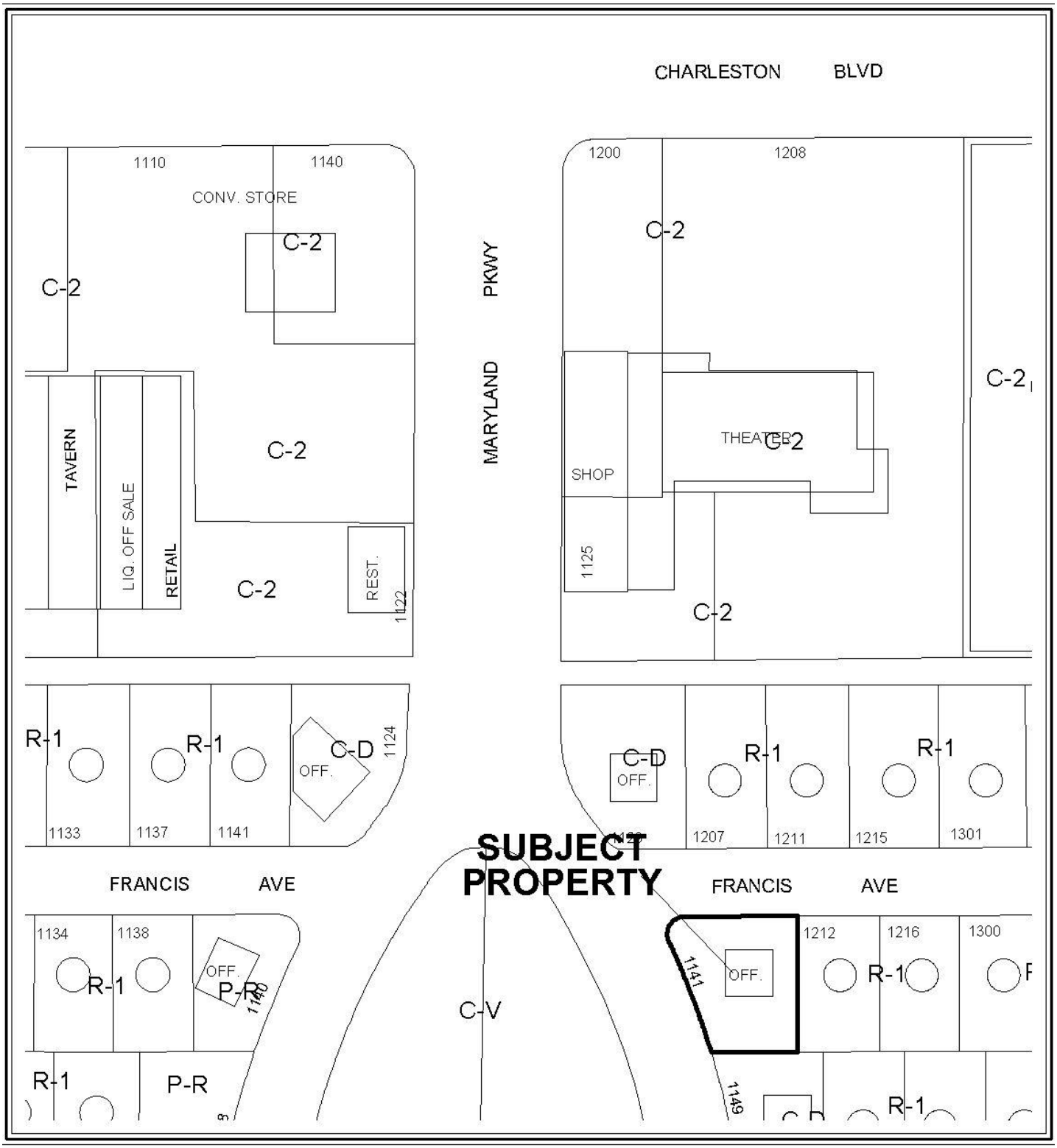
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-40993 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: O&A PROPERTIES, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-32447) FOR A PROPOSED 2,672 SQUARE-FOOT, TWO-STORY OFFICE BUILDING WITH WAIVERS TO ALLOW LANDSCAPE BUFFERS OF FIVE FEET ALONG THE NORTH PERIMETER WHERE 15 FEET IS REQUIRED; SEVEN FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED; AND ZERO FEET ALONG THE SOUTH AND EAST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.16 acres at 1141 South Maryland Parkway (APN 162-02-115-134), C-D (Designed Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-32447
5. Justification Letter

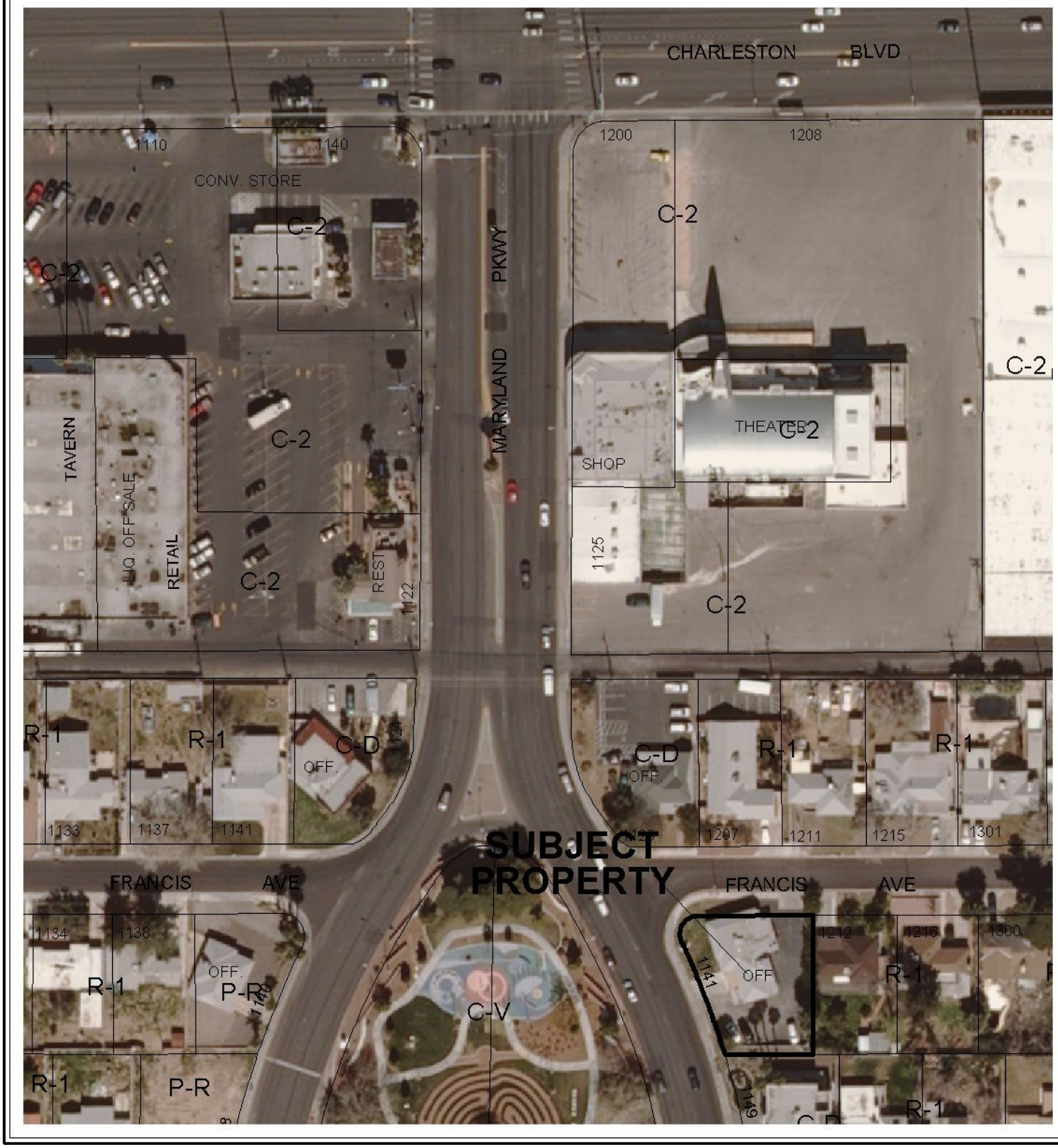


0 50 100 Feet

CASE: EOT-40993

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N



0 50 100 Feet

CASE: EOT-40993

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: O&A PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40993	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40993 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-32447) shall expire on February 18, 2014 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-32447) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a vacant building located at 1141 South Maryland Parkway. The applicant received previous approval for a Site Development Plan Review (SDR-32447) for a proposed 2,672 square-foot, two-story office building with waivers to allow landscape buffers of five feet along the north perimeter where 15 feet is required; seven feet along the west perimeter where 15 feet is required; and zero feet along the south and east perimeters where eight feet is required. Plan check #34985 was processed on 06/05/09 for the office building, but has subsequently expired without permits being issued for the proposed project.

It is noted that a related Extension of Time (EOT-40994) will be heard concurrently with this item.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/18/09	The City Council approved a request for a Variance (VAR-32448) to allow a building setback of 43 feet where residential adjacency standards require 96 feet; a five-foot front yard setback where 25 feet is required; and a seven-foot corner side setback where 15 feet is required on 0.16 acres at 1141 South Maryland Parkway. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-32447) for a proposed 2,672 square-foot, two-story office building with waivers to allow landscape buffers of five feet along the north perimeter where 15 feet is required; seven feet along the west perimeter where 15 feet is required; and zero feet along the south and east perimeters where eight feet is required.

Most Recent Change of Ownership	
11/17/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/25/09	Plan Check #34985 was processed for an office building at 1141 South Maryland Parkway. There were several discrepancies noted by various departments; the plan check has since expired.
There is no current/active business licenses issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Building-Proposed Office Building	SC (Service Commercial)	C-D (Designed Commercial)
North	Office	SC (Service Commercial)	C-D (Designed Commercial)
	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Offices	SC (Service Commercial)	C-D (Designed Commercial)
East	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
West	Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Site Development Plan Review (SDR-32447) for a proposed 2,672 square-foot, two-story office building with waivers to allow landscape buffers of five feet along the north perimeter where 15 feet is required; seven feet along the west perimeter where 15 feet is required; and zero feet along the south and east perimeters where eight feet is required. Plan check #34985 was processed on 06/05/09 for the office building, but has subsequently expired without permits being issued for the proposed project.

Title 19.18.050 deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review has not met Title 19.18.050 requirements to exercise the entitlement as no building permits have been issued for the proposed project. The applicant is requesting an Extension of Time due to the current economic climate in Las Vegas and to secure financing for the proposed project. Since the approval of the Site Development Plan Review (SDR-32447) in February 2009, there have not been any changes in land use or new development in the surrounding areas; therefore, staff is recommending approval of this request with a three-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-32447) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40993** APN: 162-02-115-134

Name of Property Owner: O & A PROPERTIES, LLC

Name of Applicant: SAME AS ABOVE

Name of Representative: DAVID ELLERTSEN, JAVA STUDIO

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: [signature]

Subscribed and sworn before me

This 18 day of FEB., 20 11

[signature]
Notary Public in and for said County and State

JOELLIE PEREZ
Notary Public State of Nevada
Appointment No. 08-8068-1
My Appt. Expires Sep. 19, 2012

RECEIVED
FEB 22 2011

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EXTENSION OF TIME

Project Address (Location) 1141 S. MARYLAND PKWY.

Project Name DE CASTROVERDE LAW OFFICE **Proposed Use** _____

Assessor's Parcel #(s) 162-02-115-134 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER O & A PROPERTIES, LLC **Contact** ALEX DE CASTROVERDE

Address 2212 PLAYA DEL PUERTO **Phone:** 383.0606 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89102

E-mail Address _____

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE JAVA STUDIO **Contact** DAVID ELLERTSEN

Address 107 E. CHARLESTON BLVD. STE 150 **Phone:** 598.1723 **Fax:** 598.1724

City LAS VEGAS **State** NV **Zip** 89104

E-mail Address DAVID@JAVASTUDIO.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 ORLANDO DE CASTROVERDE

Subscribed and sworn before me

This 17th day of FEB., 20 11.

_____

Notary Public in and for said County and State

JOELLIE PEREZ
Notary Public State of Nevada
Appointment No. 08-8068-1
My Appt. Expires Sep. 19, 2012

FOR DEPARTMENT USE ONLY

Case #	EOT-40993
Meeting Date:	4/6/11 CC
Total Fee:	~~$300~~ 300
Date Received:*	2/22/11
Received By:	

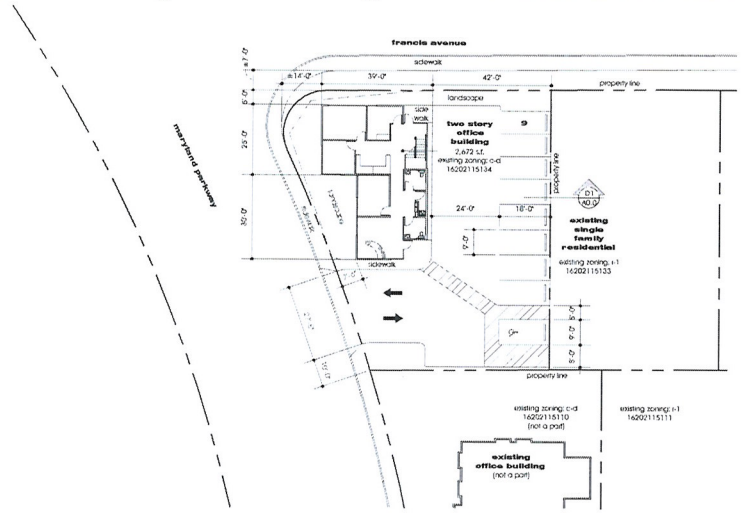
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

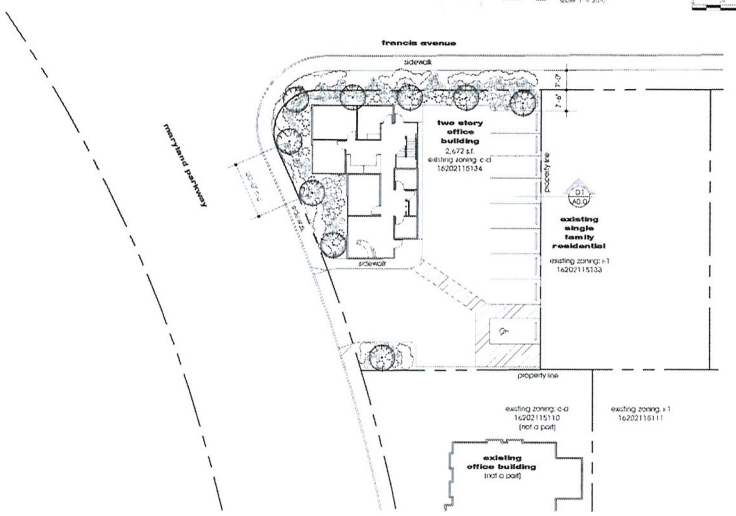
f:\depot\Application Packet\Application Form.pdf

de castroverde law office

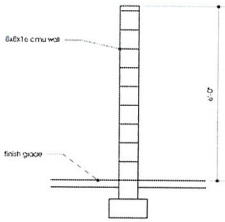
maryland parkway & francis avenue



B3 site plan



A3 landscape plan



D1 existing wall

site information

area	
lot	7,991 s.f. (0.18 acre)
building area (foot print: 1,576 sf)	2,472 s.f.
coverage	19.7%
landscape area	1,666 s.f.
landscape coverage	20.8%
parking required	
2,472 s.f. @ 1/300 s.f. (incl. 1 accessible space)	9
parking provided (incl. 1 accessible space)	11

landscape legend

trees

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	CHILOPSIS LINEARIS	DESERT WILLOW	24" BOX	2

shrubs

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	LEUCOPHYLLUM FRUTESCENS	DESERT BROOM	16 GAL	7
	CAESAR PHILOCENA	ELVERTA ROSE	5 GAL	20
	PALMA CELEDON	AUTUMN SAGE	1 GAL	62
	HEMEROCLIS HAYBRIDA	RED AUDCA	1 GAL	42

groundcovers

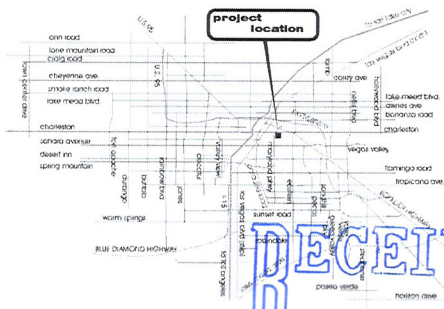
SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY/REMARKS
	LANTANA MONTEVIDENSIS SUN GOLD	SUN GOLD LANTANA	1 GAL	2'-0" O.C.

DECOMPOSED GRANITE COBBLE, MOJAVE GOLD - 2" SCREENED @ 2" DEEP IN ALL PLANTING AREAS

general notes

1. GUARANTEE SHOWN ARE FOR REFERENCE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COUNT PLANTS BEGINNING ON THE PLAN.
2. 50% MINIMUM MEDIUM SIZE OF PLANTS REQUIRED IN ALL NONPAVED AREAS OF PL.
3. PROVIDE ROOT CLEARED WHERE TREES ARE LOCATED UNDER HAND OF DRAIN AND SCREENED TIPS.

vicinity map



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jawa studio
architecture
interior design
103 E. Charleston Suite 105
Las Vegas NV 89104
tel.702.598.1723
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mail@jawastudio.com

structural:
mp&e:
civil:
other:
seal:

planning

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rev.	date	description

project / address: de castroverde law office
maryland parkway & francis avenue
las vegas, nevada

owner:

sheet title: site plan/ landscape plan

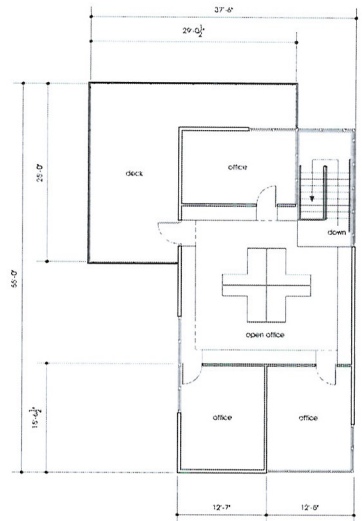
drawing checked by: DE/JW

date: 12.29.08

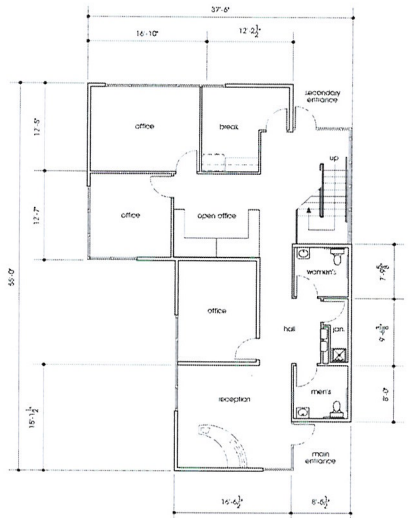
job no. 08036

sheet no. A0.0

cad dwg. file 08036A0-0



A2 **second floor**



A1 **first floor**

floor information

IBC 2006 table 1004.1.1
occupancy load

first floor	1,576 sf		
	reception	299 sf/15 occ	17
	accessory	373 sf/100 occ	4
	break room	136 sf/15 occ	10
	office	679 sf/100 occ	7
	toilets	129 sf/100 occ	2
	total		40
second floor	896 sf		
	office	896 sf/100 occ	9
	total		9

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interior design
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fax. 702.598.1724
mail@jawastudio.com

structural:
mp&e:
civil:
other:
seal:

planning

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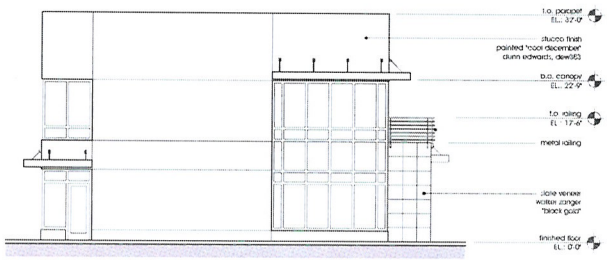
qty	date	description

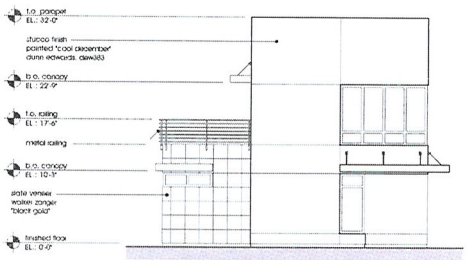
project / address:
de castroverde law office
maryland parkway & francis avenue
las vegas, nevada
consult.

sheet title:
first & second floor plans

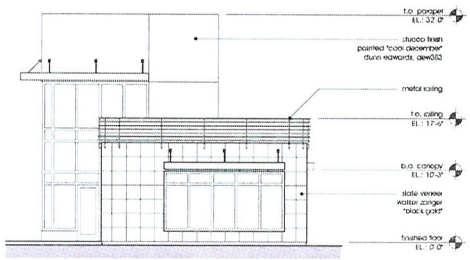
drawn/checked by: **DE/JW**
date: **12.01.08**
job no. **08036**
sheet no. **A1.1**
cad dwg. file: 08036A1-1



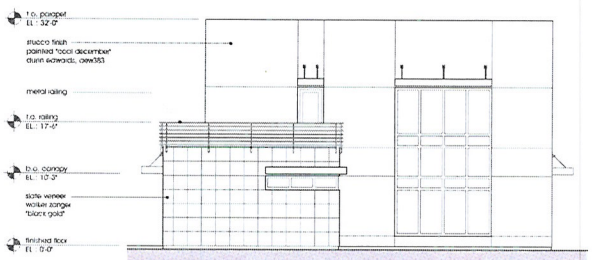
C3 **east elevation**



C1 **south elevation**



A3 **north elevation**



A1 **west elevation**

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rev.	date	description

project / address:
de castroverde law office
maryland parkway & francis avenue
las vegas, nevada
owner:

sheet title
exterior elevations

drawn/checked by: **DE/JW**
date: **12.01.08**
job no. **08036**
sheet no. **A2.1**
cad dwg. file: 08036A2-1

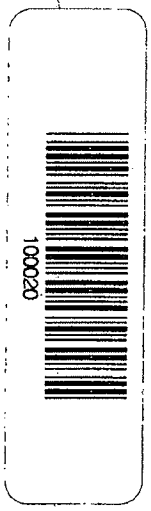
LAS VEGAS CITY COUNCIL

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



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

February 20, 2009

Mr. Alex Castoverde
O&A Properties
2212 Plaza Del Puerto
Las Vegas, Nevada 89102

RE: SDR-32447 - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF FEBRUARY 18, 2009
RELATED TO VAR-32448

Dear Mr. Castoverde:

The City Council at a regular meeting held February 18, 2009 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 2,672 SQUARE-FOOT, TWO STORY OFFICE BUILDING WITH WAIVERS TO ALLOW LANDSCAPE BUFFERS OF FIVE FEET ALONG THE NORTH PERIMETER WHERE 15 FEET IS REQUIRED; SEVEN FEET ALONG THE WEST PERIMETER WHERE 15 FEET IS REQUIRED; AND ZERO FEET ALONG THE SOUTH AND EAST PERIMETERS WHERE EIGHT FEET IS REQUIRED on 0.16 acres at 1141 South Maryland Parkway (APN 162-02-115-134), C-D (Designed Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 19, 2009. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-32448) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan, date stamped 12/29/08, and building elevations, date stamped 12/04/08, except as amended by conditions herein.

4. A Waiver from Title 19.12.040 is hereby approved, to allow landscape buffers of five feet along the north perimeter where 15 feet is required; seven feet along the west perimeter where 15 feet is required; and zero feet along the south and east perimeters where eight feet is required.

5. An Exception from Title 19.10.010 is hereby approved, to allow zero parking lot trees/islands where two are required.

Printed with environmentally friendly soy ink.

EOT-40993

6. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to depict a maximum of two compact parking spaces of the nine spaces required, in compliance with the minimum requirements of Title 19.10.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: an additional shrub of a minimum 5-gallon size shall be added to the required landscape area to meet the minimum requirements of Title 19.12.

8. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

9. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

10. Any trash enclosure provided on-site shall comply with the minimum requirements of Title 19.08.

11. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

13. 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 subject to approval by the Planning and Development Department. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

14. 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.

EOT-40993

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

17. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

18. Landscape and maintain all unimproved rights-of-way on Francis Avenue and Maryland Parkway adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

19. Submit an Encroachment Agreement for all landscaping, if any, located in the Francis Avenue and Maryland Parkway public rights-of-way adjacent to this site prior to occupancy of this site.

20. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. David Ellertsen
JAWA Studio
103 East Charleston Boulevard
Las Vegas, Nevada 89104

EOT-40993

JAWA studio
architecture • interior design
107 e. charleston ste. 150 las vegas nv 89104
702. 598. 1723 fax 702. 598. 1724

02.16.11
planning & development
development services center
city of las vegas

re: site development review (sdr-32447)
de castroverde law
las vegas, nv
apn: 162.02.115.134

this submittal is to request an extension of time for the approved site development plan review for a two story office building at the above referenced site. we are requesting this extension in light of the current economic environment. its affect on our client's ability to secure financing for this project is the main reason for not pursuing the development at this time. our client is determined to resume the construction of the new office building once the economic health of this area rebounds. their unwillingness to abandon this project is a clear indication of their dedication to the huntridge neighborhood and to the city of las vegas. if approved, this project will greatly contribute to the viability of their business and the surrounding properties for years to come.

the proposed use complies with applicable provisions of the development code and the general plan; is compatible with adjacent uses in terms of scale, site design and operating characteristics; and will not cause substantial diminution of the value of other properties in the area it is located. public safety, transportation and utility facilities/services will be available to the subject property having no effect on the availability of the same services to existing adjacent development.

please call if you have any questions or need additional information

thank you,

j. david ellertsen

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EOT-40993

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE - PLANNING

CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:

EOT-40994 - EXTENSION OF TIME - VARIANCE - APPLICANT/OWNER: O&A PROPERTIES, LLC - Request for an Extension of Time of a previously approved Variance (VAR-32448) TO ALLOW A BUILDING SETBACK OF 43 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 96 FEET; A FIVE-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED; AND A SEVEN-FOOT CORNER SIDE SETBACK WHERE 15 FEET IS REQUIRED on 0.16 acres at 1141 South Maryland Parkway (APN 162-02-115-134), C-D (Designed Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

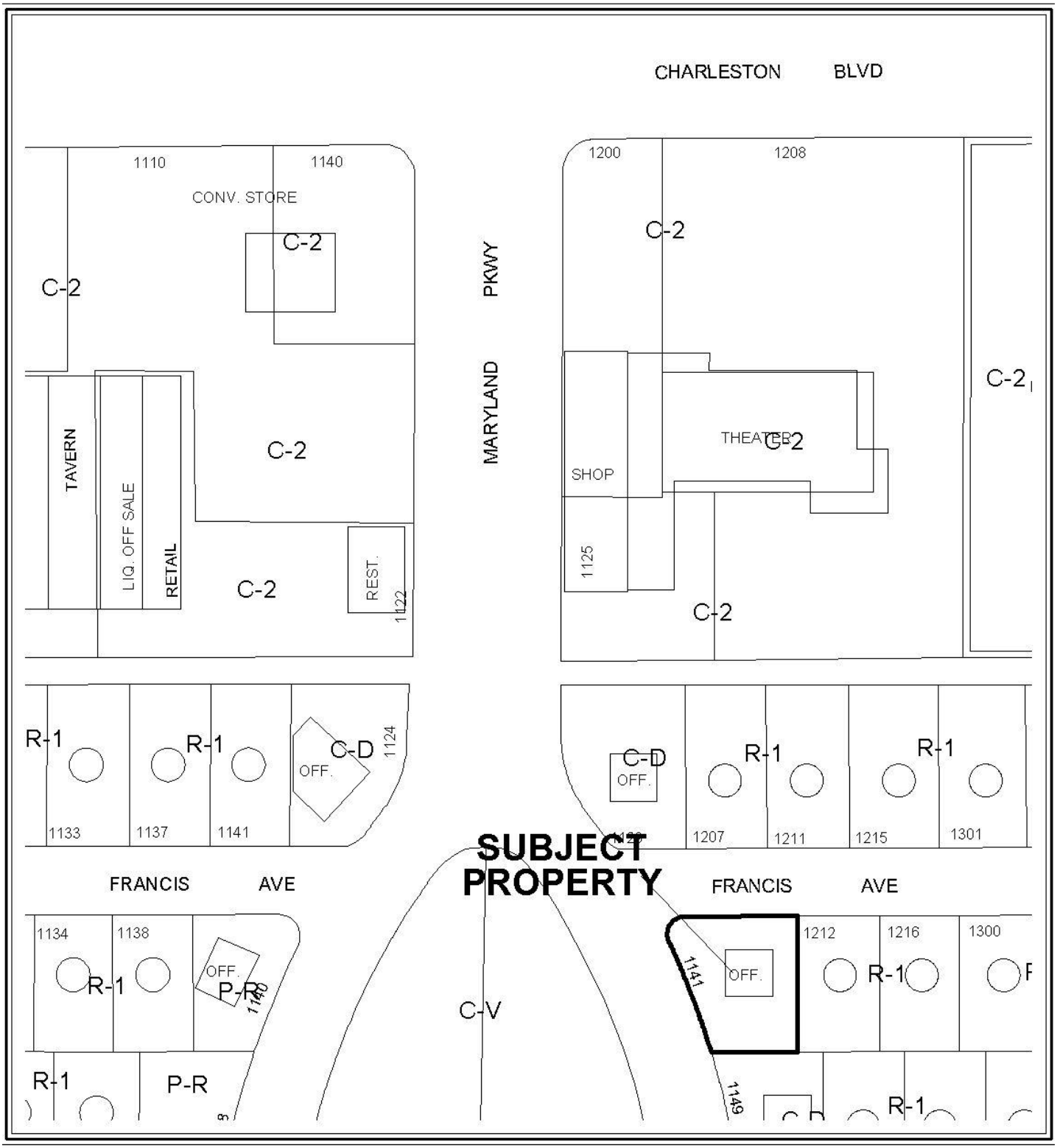
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for VAR-32448
5. Justification Letter



0 50 100 Feet

CASE: EOT-40994

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N



0 50 100 Feet

CASE: EOT-40994

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: O&A PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-40994	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-40994 CONDITIONS

Department of Planning

1. This Variance (VAR-32448) shall expire on February 18, 2014 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-32448) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a vacant building located at 1141 South Maryland Parkway. The applicant received previous approval for a Variance (VAR-32448) to allow a building setback of 43 feet where residential adjacency standards require 96 feet; a five-foot front yard setback where 25 feet is required; and a seven-foot corner side setback where 15 feet is required for a two-story office building. Plan check #34985 was processed on 06/05/09 for the office building, but has subsequently expired without permits being issued for the proposed project.

It is noted that a related Extension of Time (EOT-40993) will be heard concurrently with this item.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/18/09	The City Council approved a request for a Variance (VAR-32448) to allow a building setback of 43 feet where residential adjacency standards require 96 feet; a five-foot front yard setback where 25 feet is required; and a seven-foot corner side setback where 15 feet is required on 0.16 acres at 1141 South Maryland Parkway. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for a Site Development Plan Review (SDR-32447) for a proposed 2,672 square-foot, two-story office building with waivers to allow landscape buffers of five feet along the north perimeter where 15 feet is required; seven feet along the west perimeter where 15 feet is required; and zero feet along the south and east perimeters where eight feet is required.

Most Recent Change of Ownership	
11/17/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/25/09	Plan Check #34985 was processed for an office building at 1141 South Maryland Parkway. There were several discrepancies noted by various departments; the plan check has since expired.
There is no current/active business licenses issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant Building-Proposed Office Building	SC (Service Commercial)	C-D (Designed Commercial)
North	Office	SC (Service Commercial)	C-D (Designed Commercial)
	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
South	Offices	SC (Service Commercial)	C-D (Designed Commercial)
East	Single Family Residences	L (Low Density Residential)	R-1 (Single Family Residential)
West	Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Variance (VAR-32448) to allow a building setback of 43 feet where residential adjacency standards require 96 feet; a five-foot front yard setback where 25 feet is required; and a seven-foot corner side setback where 15 feet is required for a two-story office building. Plan check #34985 was processed on 06/05/09 for the office building, but has subsequently expired without permits being issued for the proposed project.

Title 19.18.070 deems a Variance exercised upon the issuance of a building permit for the proposed project or issuance of a business license.

FINDINGS

The Variance (VAR-32448) has not met Title 19.18.070 requirements to exercise the entitlement as no building permits have been issued for the proposed project. The applicant is requesting an Extension of Time due to the current economic climate in Las Vegas and to secure financing for the proposed project. Since the approval of the Variance (VAR-32448) in February 2009, there have not been any changes in land use or new development in the surrounding areas; therefore, staff is recommending approval of this request with a three-year time limit. Conformance to the conditions of approval of the Variance (VAR-32448) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-40994** APN: 162-02-115-134

Name of Property Owner: OA PROPERTIES, LLC

Name of Applicant: SAME AS ABOVE

Name of Representative: DAVID ELLERBEN, JAVA STUDIO

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: [illegible]

Subscribed and sworn before me

This 18th day of FEB, 20 11

_____

Notary Public in and for said County and State

JOELLIE PEREZ
Notary Public State of Nevada
Appointment No. 08-8068-1
My Appt. Expires Sep. 19, 2012

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FEB 22 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: EXTENSION OF TIME

Project Address (Location) 1141 S. MARYLAND PKWY.

Project Name DE CASTROVERDE LAW OFFICE **Proposed Use** _____

Assessor's Parcel #(s) 162-02-115-134 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER O & A PROPERTIES, LLC **Contact** ALEX DE CASTROVERDE

Address 2212 PLAZA DEL HUERTO **Phone:** 383.0606 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89102

E-mail Address _____

APPLICANT SAME AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE JAVA STUDIO **Contact** DAVID ELLERTSEN

Address 107 E. CHARLESTON BLVD. STE 150 **Phone:** 598.1723 **Fax:** 598.1724

City LAS VEGAS **State** NV **Zip** 89104

E-mail Address DAVID@JAVASTUDIO.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 ALEX DE CASTROVERDE

Subscribed and sworn before me

This 17th day of FEB., 20 11.

_____

Notary Public in and for said County and State

JOELLIE PEREZ
Notary Public, State of Nevada
Appointment No. 08-8068-1
My Appt. Expires Sep. 19, 2012

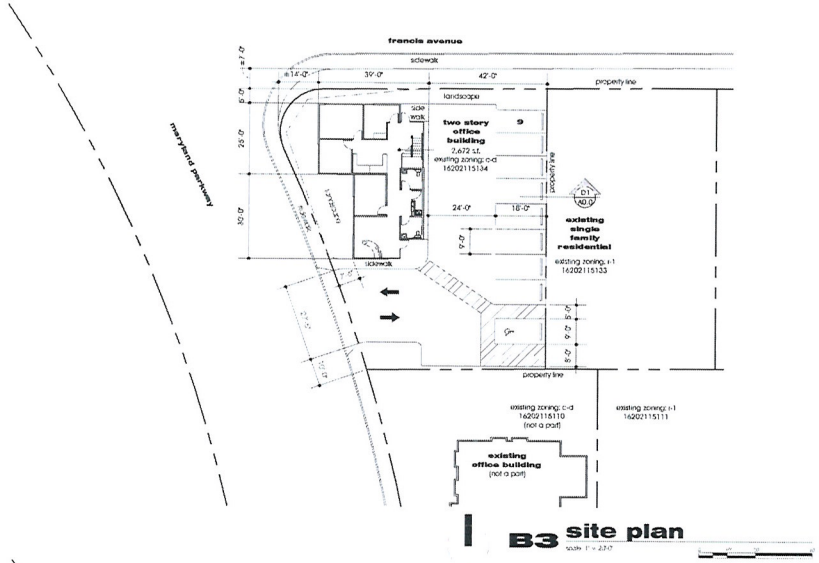
FOR DEPARTMENT USE ONLY

Case #	EOT-40994
Meeting Date:	4-6-11 CC
Total Fee:	$300
Date Received:*	2-22-11
Received By:	

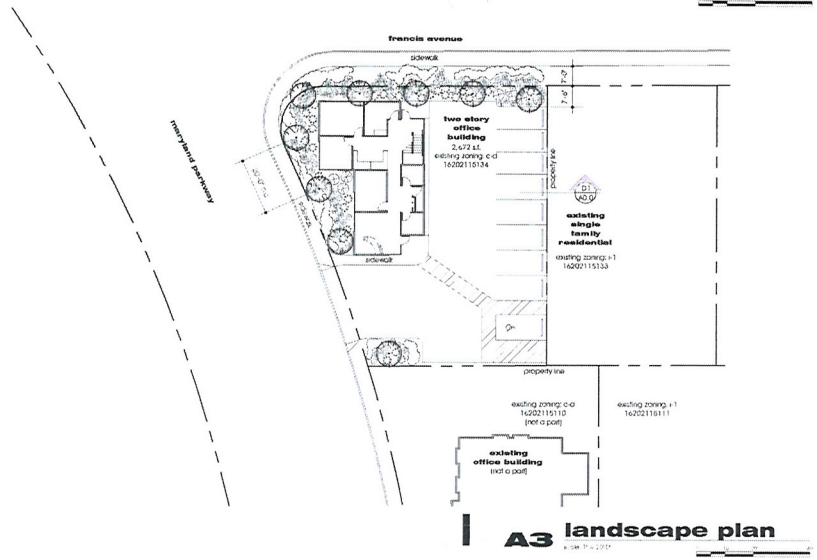
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

de castroverde law office

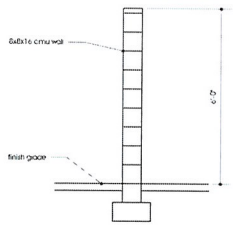
maryland parkway & francis avenue



B3 site plan



A3 landscape plan



D1 existing wall

site information

area	
lot	7,991 s.f. (0.18 acre)
building area (footprint: 1,576 sf)	2,472 s.f.
coverage	19.7%
landscape area	1,466 s.f.
landscape coverage	20.8%
parking required	
2,472 s.f. @ 1/300 s.f.	9
(incl. 1 accessible space)	
parking provided	11
(incl. 1 accessible space)	

landscape legend

trees

symbol	botanical name	common name	size	qty
	chilopsis linearis	desert willow	24" box	2

shrubs

symbol	botanical name	common name	size	qty
	leucophyllum frutescens	texas ranger	5 gal.	7
	cassia phyllodinea	silver cassia	5 gal.	20
	salvia greggii	autumn sage	1 gal.	42
	hesperaloe parviflora	red yucca	1 gal.	42

groundcovers

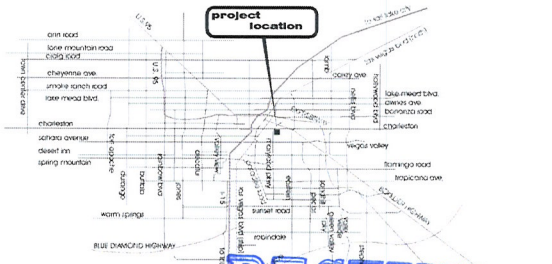
symbol	botanical name	common name	size	qty / remarks
	lantana montevidensis 'spreading purple'	spreading purple lantana	1 gal.	2,927 s.f.

decomposed granite (color: mojave rock) - 3/4" screened 2" deep in all planting areas

general notes

1. quantities shown are for reference only. it is the contractor's responsibility to count plants shown on the plan.
2. 50% minimum mediterranean exposure required in all nonturf areas (typ.)
3. irrigate front yard where trees are located (typ.) with 1 gph bubbler and 2 gph emitters (typ.)

vicinity map



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jawa studio
architecture interior design
103 E. Charleston Suite 105
Las Vegas NV 89104
tel.702.598.1723
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structural:
mp&e:
civil:
other:
asst:

planning

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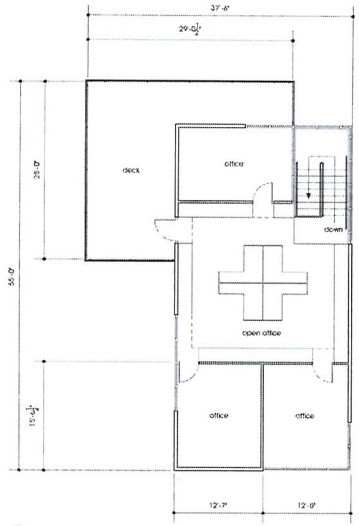
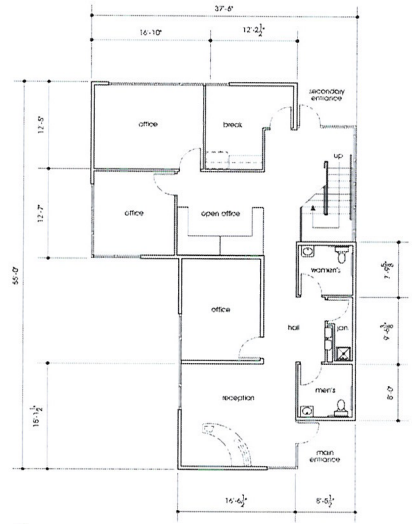
rev.	date:	description:

project / address:
de castroverde law office
maryland parkway & francis avenue
las vegas, nevada
date:

sheet title:
site plan/ landscape plan
drawn/checked by:
DE/JW
date:
12.29.08
job no.
08036
sheet no.
A0.0
cad dwg. file 08036A0-0



A2 **second floor**



A1 **first floor**

floor information

IBC 2006 table 1004.1.1
occupancy load

first floor	1,575 sf	
reception	259 sf/15 occ	17
accessory	373 sf/100 occ	4
break room	136 sf/15 occ	10
office	679 sf/100 occ	7
toilets	129 sf/100 occ	2
total		**40**
second floor	896 sf	
office	896 sf/100 occ	9
total		**9**

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tel.702.598.1723
fax. 702.598.1724
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structural:
mp&e:
civil
other:
seal:

planning

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rev.	date	description

project / address:
de castroverde law office
maryland parkway & francis avenue
las vegas, nevada

client:

sheet title
first & second floor plans

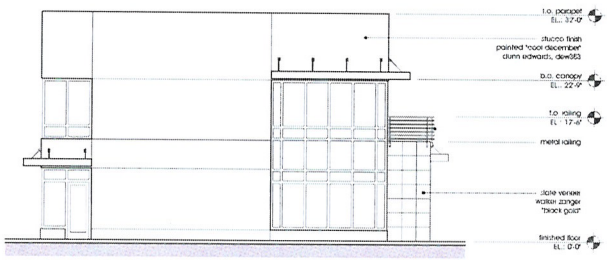
drawn/checked by:
DE/JW

date
12.01.08

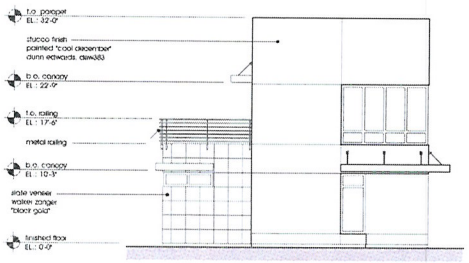
job no.
08036

sheet no.
A1.1

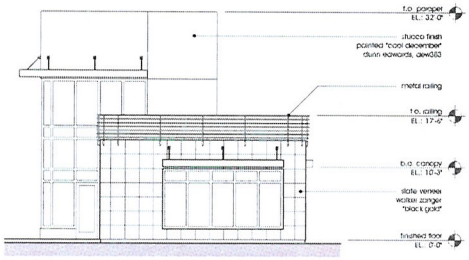
cad dwg. file 08036A1-1



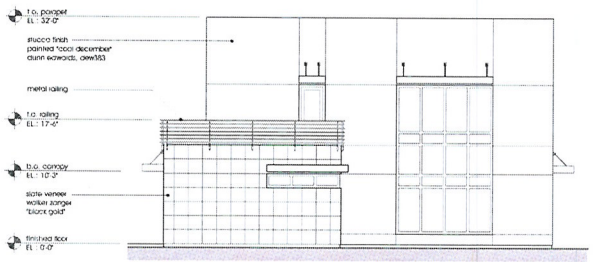
C3 **east elevation**



C1 **south elevation**



A3 **north elevation**



A1 **west elevation**

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mail@jawastudio.com

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no.	date	description

project / address:
de castroverde law office
maryland parkway & francis avenue
las vegas, nevada

client:

sheet title
exterior elevations

drawn/checked by:
DE/JW

date:
12.01.08

job no.
08036

sheet no.
A2.1

cad dwg. file: 08036A2-1

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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



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

February 20, 2009

Mr. Alex Castoverde
O&A Properties
2212 Plaza Del Puerto
Las Vegas, Nevada 89102

RE: VAR-32448 - VARIANCE
CITY COUNCIL MEETING OF FEBRUARY 18, 2009
RELATED TO SDR-32447

Dear Mr. Castoverde:

The City Council at a regular meeting held February 18, 2009 APPROVED the request for a Variance TO ALLOW A BUILDING SETBACK OF 43 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 96 FEET; A FIVE-FOOT FRONT YARD SETBACK WHERE 25 FEET IS REQUIRED; AND A SEVEN-FOOT CORNER SIDE SETBACK WHERE 15 FEET IS REQUIRED on 0.16 acres at 1141 South Maryland Parkway (APN 162-02-115-134), C-D (Designed Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 19, 2009. This approval is subject to:

Planning & Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-32447) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. David Ellertsen
JAWA Studio
103 East Charleston Boulevard
Las Vegas, Nevada 89104

EOT-40994

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JAWA studio
architecture • interior design
107 e. charleston ste. 150 las vegas nv 89104
702.598.1723 fax 702 598 1724

02.16.11
planning & development
development services center
city of las vegas

re: variance (var-32448)
de castroverde law
las vegas, nv
apn: 162.02.115.134

this submittal is to request an extension of time for the approved variance from the residential adjacency standard and building setback requirements for a two story office building at the above referenced site. we are requesting this extension in light of the current economic environment. its affect on our client's ability to secure financing for this project is the main reason for not pursuing the development at this time. our client is determined to resume the construction of the new office building once the economic health of this area rebounds. their unwillingness to abandon this project is a clear indication of their dedication to the huntridge neighborhood and to the city of las vegas. if approved, this project will greatly contribute to the viability of their business and the surrounding properties for years to come.

the proposed use complies with applicable provisions of the general plan; is compatible with adjacent uses in terms of scale, site design and operating characteristics; and will not cause substantial diminution of the value of other properties in the area it is located. public safety, transportation and utility facilities/services will be available to the subject property having no effect on the availability of the same services to existing adjacent development.

please call if you have any questions or need additional information

thank you,

j. david ellertsen

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City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

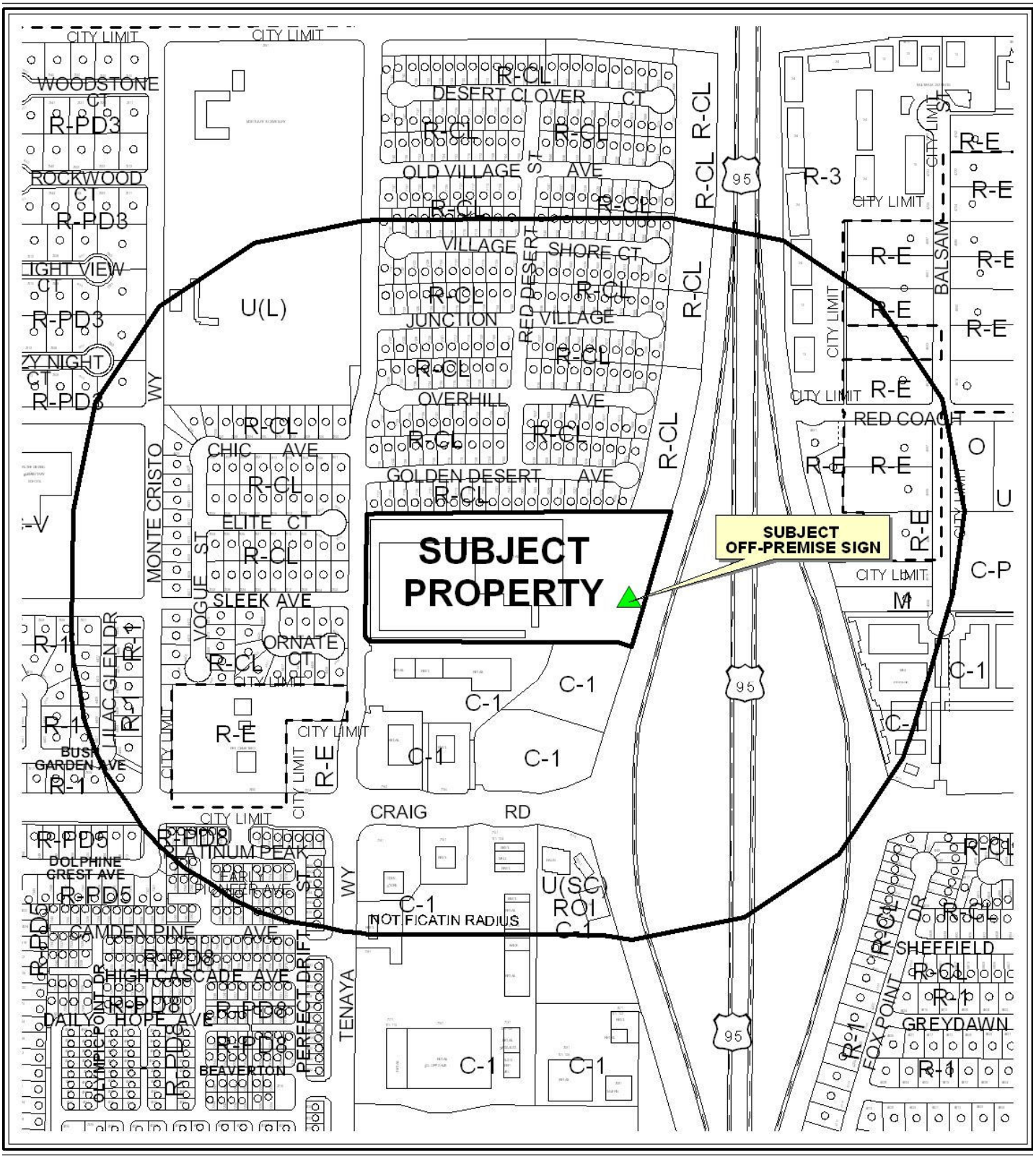
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-40724 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: WESTLAND ENTERPRISES - OWNER: FRED KAVLI - Required Review of a previously approved Special Use Permit (SUP-26774) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4510 North Tenaya Way (APN 138-03-601-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**9**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SUP-26774
6. Backup referenced from the March 8, 2011 Planning Commission Meeting Item RQR-40724



CASE: **RQR-40724**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



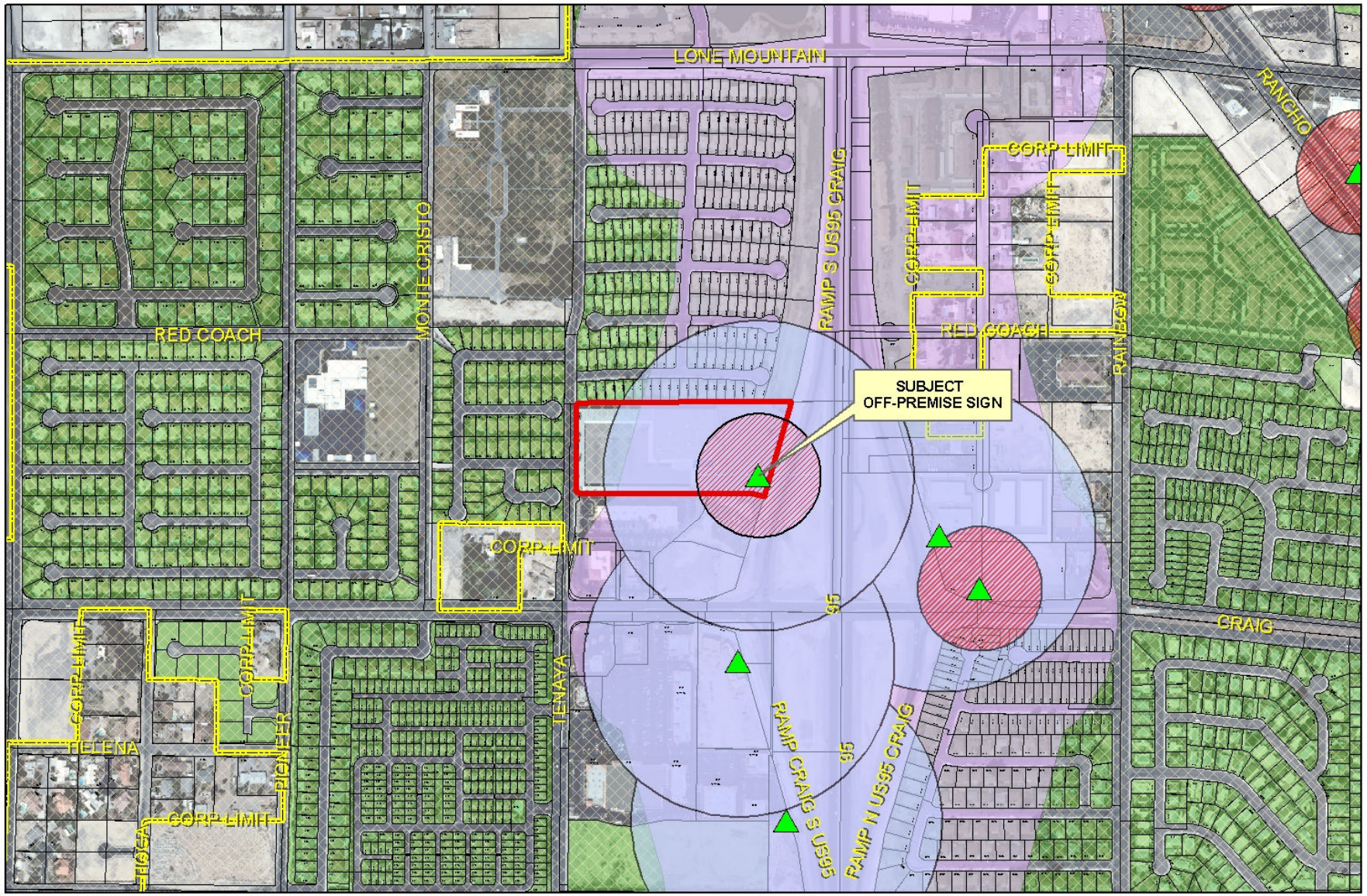
0 300 600 Feet

CASE: **RQR-40724**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-40724

- 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 - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WESTLAND ENTERPRISES - OWNER: FRED KAVLI

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-40724	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-40724 CONDITIONS

Planning

1. Conformance to the approved conditions for Rezoning (Z-0105-93), Special Use Permit (SUP-26774), and Site Development Plan Review (SDR-1326) if approved.

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

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 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 is approved for a new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Three Year Review of an approved Special Use Permit (SUP-26774) which allowed a 35-foot tall, 14-foot by 48-foot Off-Premise Sign at 4510 North Tenaya Way. This is the first Required Review since the initial approval of the Special Use Permit. The Special Use Permit has been exercised, but no sign has been constructed. The Off-Premise Sign as approved conforms to Title 19 requirements and conditions have not changed in the area; therefore, staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/15/93	The City Council approved a Rezoning (Z-0105-93) from N-U (Non-Urban) to C-1 (Limited Commercial) for a proposed retail shopping center as part of a larger request. The Planning Commission recommended approval.
12/28/93	The Zoning Board of Adjustment approved a Variance (V-146-93) to allow outside storage in a C-1 (Limited Commercial) zoning district.
11/10/97	The City Council denied, on appeal of a denial by the Planning Commission, a request for a Special Use Permit (U-0095-97) to allow an Off-Premise Advertising (Billboard) Sign on this site.
01/11/99	The City Council withdrew, on appeal of a denial by the Planning Commission, a request for a Special Use Permit (U-0134-98) to allow an Off-Premise Advertising (Billboard) Sign on this site.
11/15/00	The City Council struck, on appeal of a denial by the Planning Commission, a request for a Special Use Permit (U-0152-00) to allow an Off-Premise Advertising (Billboard) Sign on this site.
01/09/03	The Planning Commission approved a Site Development Plan Review (SDR-1326) for an addition and remodel of an existing building. Staff recommended approval.
10/19/05	The City Council approved a request for a Special Use Permit (SUP-8697) for a proposed Building and Landscape Material / Lumber Yard in an existing building at 4500 North Tenaya Way. The Planning Commission and staff recommended approval.
04/16/08	The City Council approved a request for a Special Use Permit (SUP-26774) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4510 North Tenaya Way, changing the maximum height to 35 feet. The Planning Commission and staff recommended approval.
03/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 11/rg).

Most Recent Change of Ownership	
07/18/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/29/08	A building permit (#08000290) was issued for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed.
03/03/09	A building permit (#08000290) was extended for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed.
11/17/09	A building permit (#08000290) was extended for an Off-Premise Sign at 4510 North Tenaya Way. The Off-Premise Sign has not been constructed.
02/18/10	A building permit (#08000290) was extended one year for an Off-Premise Sign at 4510 North Tenaya Way. The building permit renewal was issued for one year. The Off-Premise Sign has not been constructed.
02/16/11	A building permit (#08000290) was extended six months for an Off-Premise Sign at 4510 North Tenaya Way. The building permit renewal was issued for one year. The Off-Premise Sign has not been constructed.

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	
01/26/11	A site visit by staff noted that there is a vacant building at the site and the Off-Premise Sign has not yet been installed at the proposed location.

Details of Application Request	
Site Area	
Net Acres	9.88

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Building and Landscape Material / Lumber Yard	SC (Service Commercial)	C-1 (Limited Commercial)

North	Single-Family, Detached	ML (Medium-Low Density Residential)	R-CL (Single Family Residential – Compact Lot)
South	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
	Restaurant with Drive Through		
	General Retail		
	Undeveloped		
East	U.S. Highway 95	ROW (U.S. 95)	ROW (U.S. 95)
West	Single-Family, Detached	L (Low Density Residential)	R-CL (Single Family Residential – Compact Lot)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 175 feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.14.100, the following standards apply:

Standards	Code Requirement	Provided	Compliance
Location	No Off-Premise Sign may be located within the public right-of-way.	On Public Property	Y
	May not be located within the Off-Premise Sign Exclusionary Zone except in exempted areas	Within the Exempt Zone	Y
Zoning	Off-Premise Signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Currently the property and surrounding area is zoned C-1 (Limited Commercial)	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.	The surface area of the sign is 672 square feet.	Y
Height	No higher than 40 feet from grade at the point of construction	The sign is 35 feet tall as conditioned per SUP-26774	Y
Setback	Off-Premise Signs shall not be located closer than 10 feet to the ROW line of a freeway or closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	The setback is greater than 10 feet from U.S. 95 ROW	Y
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	No additional screening is necessary.	Y
Off-Premise Sign	Minimum 300-foot distance separation from any other Off-Premise Sign.	Greater than 300 feet.	Y
Off-Premise Sign	Minimum 300-foot distance separation from nearest property line of a lot in the "U" or any "R" zoning district.	Greater than 300 feet to residential property to the north	Y
Off-Premise Sign within 660 feet of right-of-way and which can be read from I-15, I-515, U.S. 95 or Oran K. Gragson Highway and is oriented toward these rights-of-way.	Minimum 750-foot distance separation from any other Off-Premise Sign along the same frontage.	Greater than 750 feet separation.	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.	The sign is a free standing sign on a commercial property	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Tenaya Way	N/A	N/A	60	N/A

ANALYSIS

This is the first review of the subject Off-Premise Sign located at 4510 North Tenaya Way. The subject property is located within the Airport Overlay District, with a 175-foot height restriction. The previously approved Special Use Permit (SUP-26774) had a condition of approval that limited the height of the Off-Premise Sign to 35 feet; therefore, the proposed Off-Premise Sign conforms to the requirements of the Airport Overlay District. The sign will have to conform to other conditions of approval as imposed by the City Council, including landscaping. An approved building permit has been issued for the proposed Off-Premise Sign and will expireon August 16, 2011. A site inspection was conducted by staff on January 27, 2011 verifying that no Off-Premise Sign had been installed at the designated location as approved by the Site Plan under Special Use Permit (SUP-26774).

FINDINGS (RQR-40724)

Based on conformance to Title 19 requirements and the fact that the conditions have not changed in the area, staff recommends approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 322 (By City Clerk)

APPROVALS 0

PROTESTS 9

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-40724** APN: 138-03-601-003

Name of Property Owner: Fred Kavli dba Westland Enterprises

Name of Applicant: _____

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _X_ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: FRED KAVLI

Subscribed and sworn before me

This _____ day of SEE ATTACHED, 20__

_____

Notary Public in and for said County and State

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JAN 18 2011

Revised 11-14-06

F:\Depot\Public\Forms\Application Packet\Statement of Financial Interest.doc

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me on this

22 (Date) day of December (Month), 2010 (Year), by

(1) FRED KAVLI (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ~~(,)~~

~~(and~~

(2) N/A (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared ~~before~~ me.)

Signature Tanya Reichenbach
Signature of Notary Public

TANYA REICHENBACH
Commission # 1786290
Notary Public - California
Ventura County
My Comm. Expires Jan 15, 2012

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: STATEMENT OF FINACIAL INTEREST

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

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Top of thumb here	Top of thumb here

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JAN 18 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Westland Enterprises

Project Address (Location) 4510 Tenaya Ave

Project Name Tenaya **Proposed Use** _____

Assessor's Parcel #(s) 138-03-601-003 **Ward #** _____

General Plan: existing _____ proposed X **Zoning:** existing _____ proposed _____

Commercial Square Footage 672 **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Construction of 14' x 48' full flag billboard

PROPERTY OWNER Fred Kavli **Contact** Anne Alba

Address 1801 Solar Dr #250 **Phone:** 805 604-0700 **Fax:** _____

City Oxnard **State** CA **Zip** 93030

E-mail Address _____

APPLICANT Westland Enterprises **Contact** Anne Alba

Address 2110 E Flamingo #207 **Phone:** 702 438-4300 **Fax:** _____

City Las Vegas **State** NV **Zip** 89119

E-mail Address anne@westlandenterprises.net

REPRESENTATIVE Westland Enterprises **Contact** Anne Alba

Address 2110 E Flamingo #207 **Phone:** 702 438-4300 **Fax:** _____

City Las Vegas **State** NV **Zip** 89119

E-mail Address anne@westlandenterprises.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 FRED KAVLI

Subscribed and sworn before me

This _____ day of SEE ATTACHED, 20 ___

_____

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #	RQR-40724
Meeting Date:	3/8/11 PC
Total Fee:	$800
Date Accepted:	1/18/11
Accepted By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development for consistency with applicable sections for the Zoning Ordinance.

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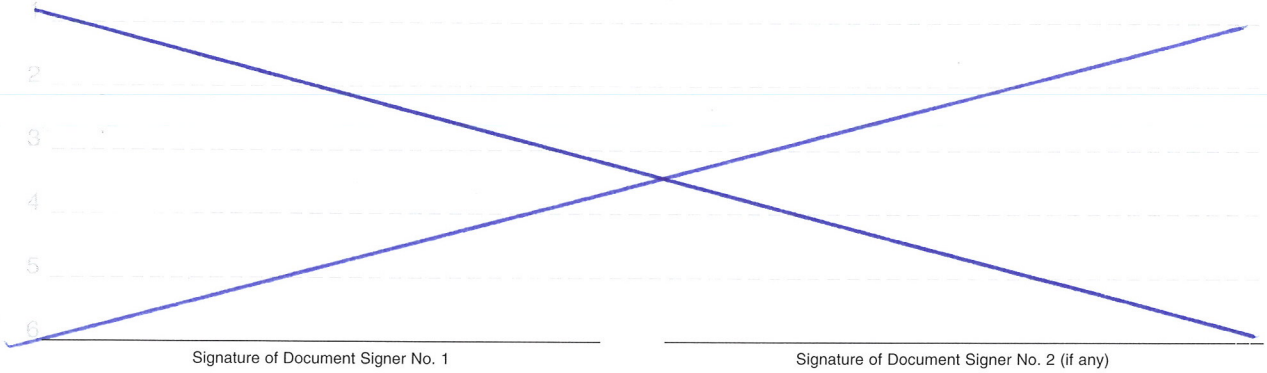
Revised 10/27/08

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)



Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me on this

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proved to me on the basis of satisfactory evidence to be the person who appeared before me.) ~~(.)~~

(and

(2) N/A (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Tanya Reichenbach (Signature of Notary Public)

TANYA REICHENBACH
Commission # 1786290
Notary Public - California
Ventura County
My Comm. Expires Jan 15, 2012

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Document Date: _____ Number of Pages: 1

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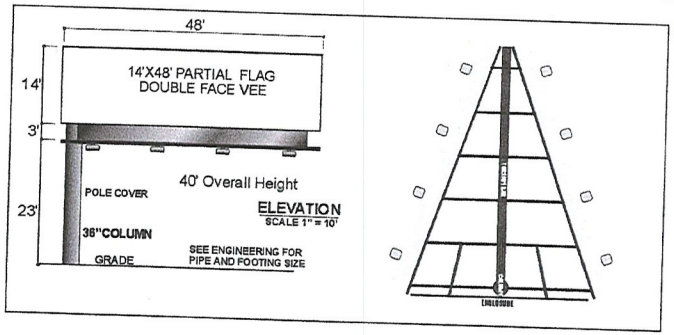
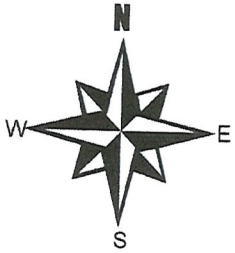
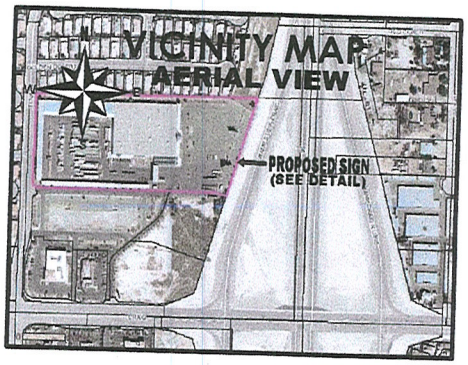
JAN 18 2011



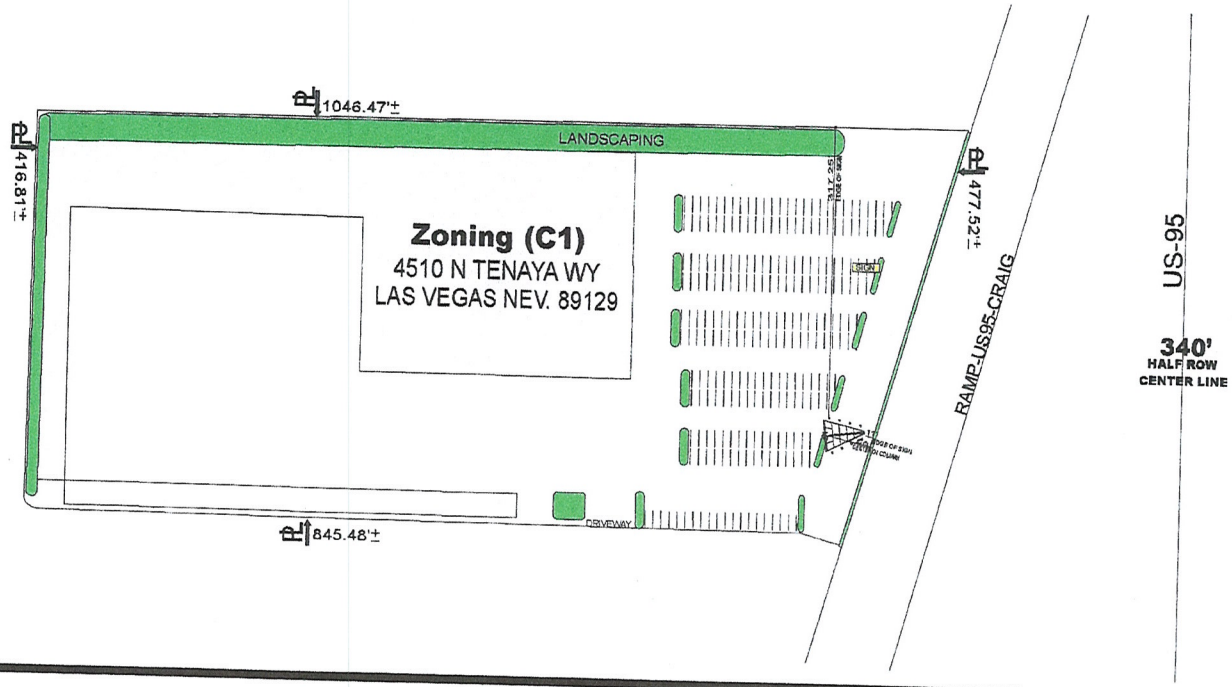


TOP VIEW
SCALE 1" = 60'

DETAIL



GENERAL NOTES
1. Not within 300 foot radius of another off-premise billboard.
2. Not within 300 foot radius of residential use.
3 No parking spaces will be taken for this location.



SCOTT CARLOVSKY
326-5946
4145 W. TECO AVE./ LAS VEGAS, NV 89118/ 702-645-0092

OWNER: KAVLI FRED

SCALE: NOTED	APPROVED BY:	DRAWN BY: TOM JONES
DATE: 1-07-08		REVISED:

LOCATION: 4510 N TENAYA WY

APN# 13803601003 | DRAWING NUMBER: 5-2

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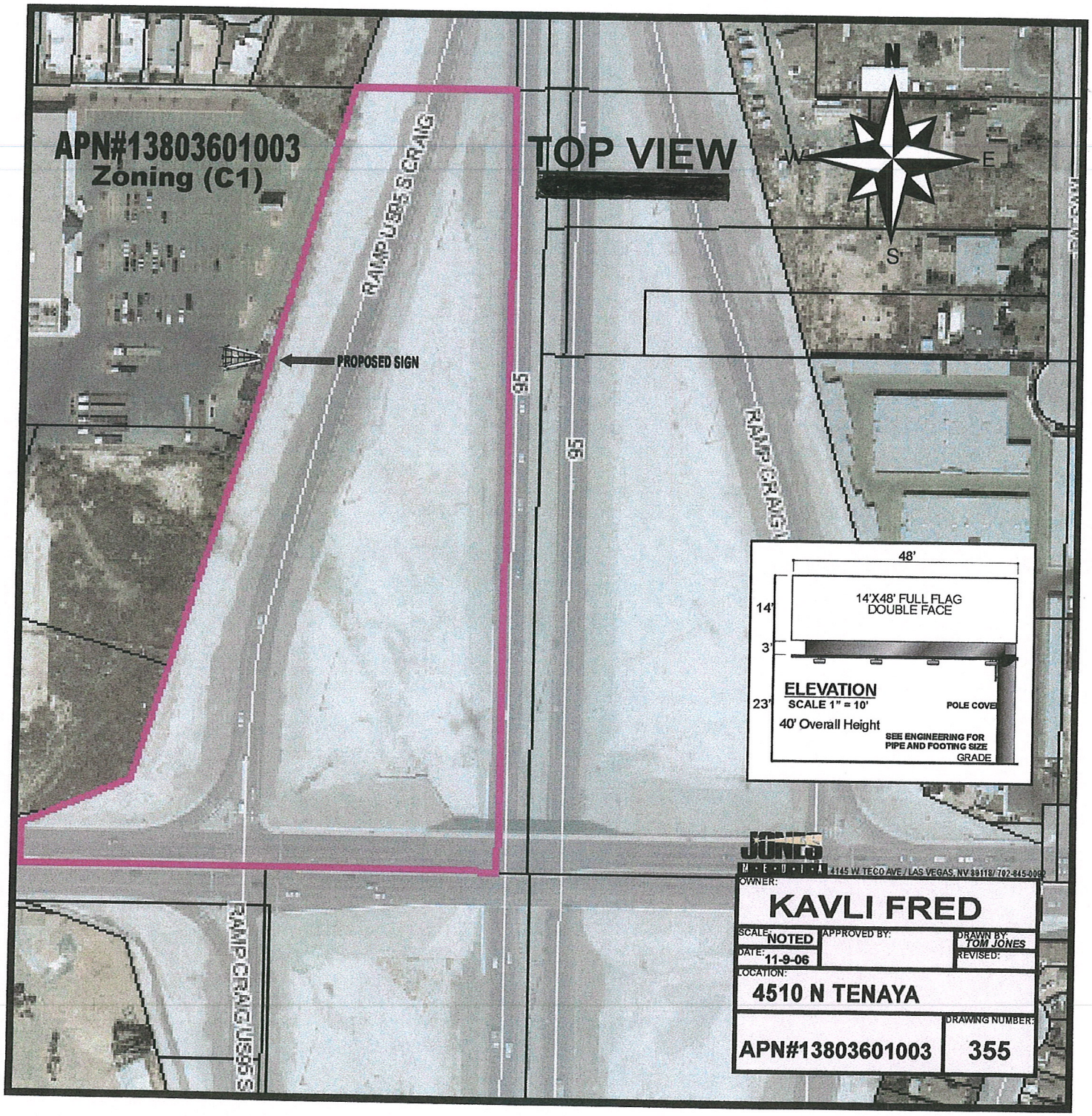
JAN 15 2011

RQR-40724



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RQR-40724



RQR-40724 - APPLICANT: WESTLAND ENTERPRISES – OWNER: FRED KAVLI
4510 NORTH TENAYA WAY

01/26/11

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

May 22, 2008

Mr. Fred Kavli
% Bauman
1801 Solar Drive, Suite #250
Oxnard, California 93030

RE: SUP-26774 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 16, 2008

Dear Mr. Kavli:

The City Council at a regular meeting held April 16, 2008 APPROVED the request for a Special Use Permit FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 4510 North Tenaya Way (APN 138-03-601-003), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 17, 2008. This approval is subject to:

Added Conditions:

A. The maximum height of the sign shall be 35 feet.

B. Landscaping shall be provided on the north side with 24" box trees, 20 feet on center, replacing those currently on site.

C. The sign shall be located as far as south as possible within the parking lot, so as to meet distance separation requirements.

Planning & Development

1. Conformance to all minimum requirements under LVMC Title 19.04.010 for the Off-Premise Sign use.

2. Conformance to the conditions for Rezoning (Z-0105-93), Special Use Permit (SUP-8697) and Site Development Plan Review (SDR-1326) if approved.

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.

RQR-40724

4. This Special Use Permit shall be reviewed in three (3) years at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign is removed.

5. 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.

6. 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.

7. Only one advertising sign is permitted per sign face.

8. If the 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.

9. The Off-Premise Sign supporting structure shall be redesigned to include finish materials that complement the existing on-site building. The entire face-area of both sides of the Off-Premise Sign shall be signage area or its border framework; none of the supporting structure shall be visible aside from the support pole.

10. Bird deterrent devices shall be installed on the sign.

11. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

12. The proposed sign, including ground mounted base, shall not be located within the existing public right-of–way or interfere with Sight Visibility Restriction Zones. In addition, the proposed ground mounted base shall not be located within existing or proposed public sewer or drainage easements.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: See Attached List

RQR-40724

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Carlovsky
Outdoor Solutions
7935 West Sahara, Suite #201
Las Vegas, Nevada 89117

Mr. Tom Jones
Jones Media, Inc.
4145 West Teco Avenue
Las Vegas, Nevada 89118

RQR-40724

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 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: **ROR-40724 - APPLICANT: WESTLAND ENTERPRISES - OWNER: FRED KAVLI**

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the *MARCH 8, 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 *Carmen 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 *MARCH 2, 2011*.

Signature

3/2/11
Date

Richard B. Green
Please Print Name

Westland Enterprises
Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

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MAR - 2 2011

No. 3226 P. 1/1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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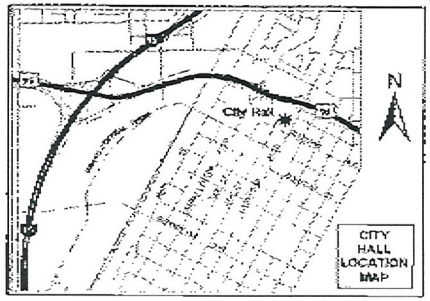

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact 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-40724

Planning Commission Meeting of 3/8/2011

Case: RQR-40724

13803610039
CAIN THOMAS P
7136 GOLDEN DESERT AVE
LAS VEGAS NV 89129-7119

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Feb. 28. 2011 8:27AM

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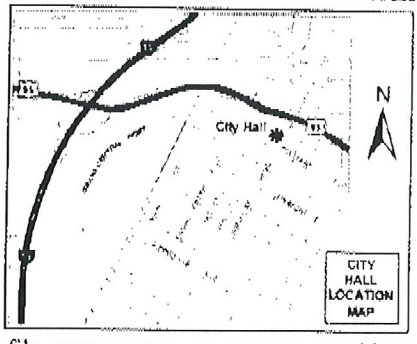

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RQR-40724

Planning Commission Meeting of 3/8/2011

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13803610031 Case: RQR-40724
DAY PATRICIA L REVOCABLE LIV TR
7109 GOLDEN DESERT AVE
LAS VEGAS NV 89129-7118

69 KRDGN11 89129

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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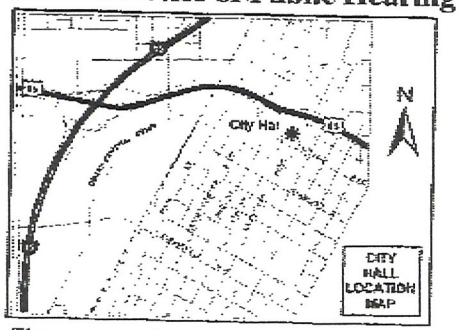

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☒ I OPPOSE this Request

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RQR-40724

Planning Commission Meeting of 3/8/2011

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CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: RQR-40724

13803611008
CRAIG I-95 L L C
11661 SAN VICENTE BLVD #702
LOS ANGELES CA 90049-5115

86 KRDGN11 90049

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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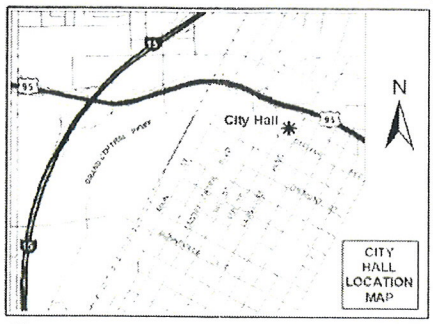

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40724

Planning Commission Meeting of 3/8/2011

Case RQR-40724

13803514003
GIOIA FAMILY TRUST
7128 JUNCTION VILLAGE AVE
LAS VEGAS NV 89129-7108

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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FEB 24 2011
MAILED FROM ZIP CODE 89101

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PLANNING & DEVELOPMENT

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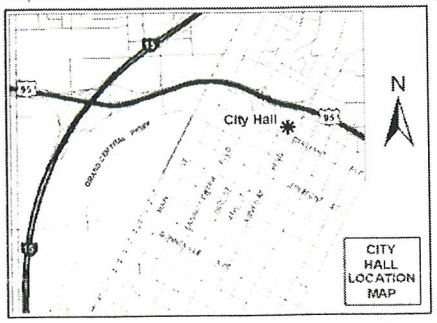

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40724

Planning Commission Meeting of 3/8/2011

Case: RQR-40724

13803610020
NOVAK JIMMY JOE & BRENDA J
8148 N HAMMER LN
LAS VEGAS NV 89149-0000

11

5 KRDGN11 89149

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

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MAR - 3 2011

Return Service Requested
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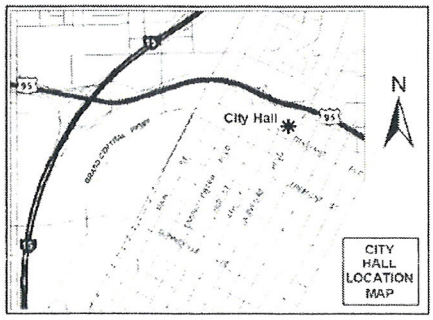

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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RQR-40724
Planning Commission Meeting of 3/8/2011

Case: RQR-40724
13803610017
WAMMACK KATHLEEN M
7004 GOLDEN DESERT AVE
LAS VEGAS NV 89129-7114

69 KRDGN11 89129

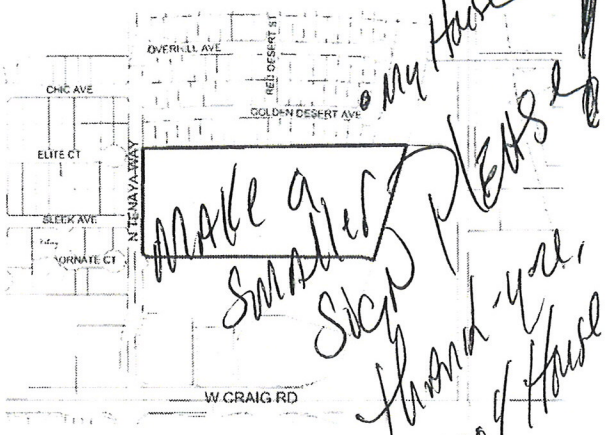
11

Application Information

RQR-40724 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: WESTLAND ENTERPRISES - OWNER: FRED KAVLI - Required Review of a previously approved Special Use Permit (SUP-26774) WHICH ALLOWED A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4510 North Tenaya Way (APN 138-03-601-003), C-1 (Limited Commercial) Zone, Ward 4 (Anthony).

Please Do Not Put this Sign up - It is a Terrible View From My House - If You Need a Sign - Don't Make it So Tall & Large Like the one Your Planning Now.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***March 08, 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 Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. 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
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
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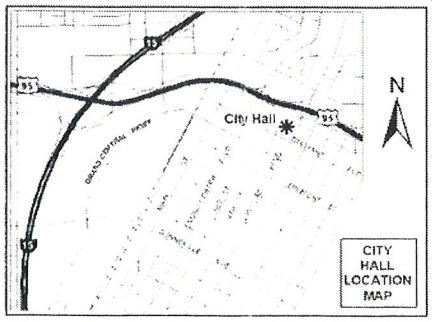
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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MAR - 7 2011

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 Department of Planning, Case Planning Division 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-40724
Planning Commission Meeting of 3/8/2011

Case: RQR-40724
13803511052
MARTIN RUTHIE N
7124 VILLAGE SHORE CT
LAS VEGAS NV 89129-5756

69 KRDGN11 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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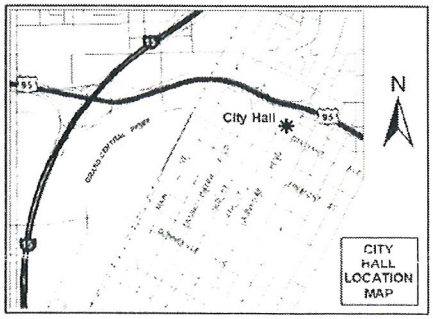
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

RQR-40724

Planning Commission Meeting of 3/8/2011

Case: RQR-40724

13803217024
NOONAN RICHARD F & LORRAINE A
4412 ORNATE CT
LAS VEGAS NV 89129-5986

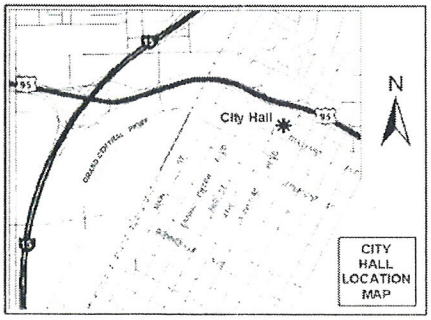
89 KRDGN11 89129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



the thought of a commercial sign on the edge of a cemetary is disgusting. only the most vile ghoul would even consider it.

Alan A. Silverman

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division 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-40724
Planning Commission Meeting of 3/8/2011

Case: RQR-40724
13803217027
SILVERMAN ALAN A & S LIV TR
7208 SLEEK AVE
LAS VEGAS NV 89129-5985

RECEIVED
MAR - 3 2011

89 KRDGN11 89129

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

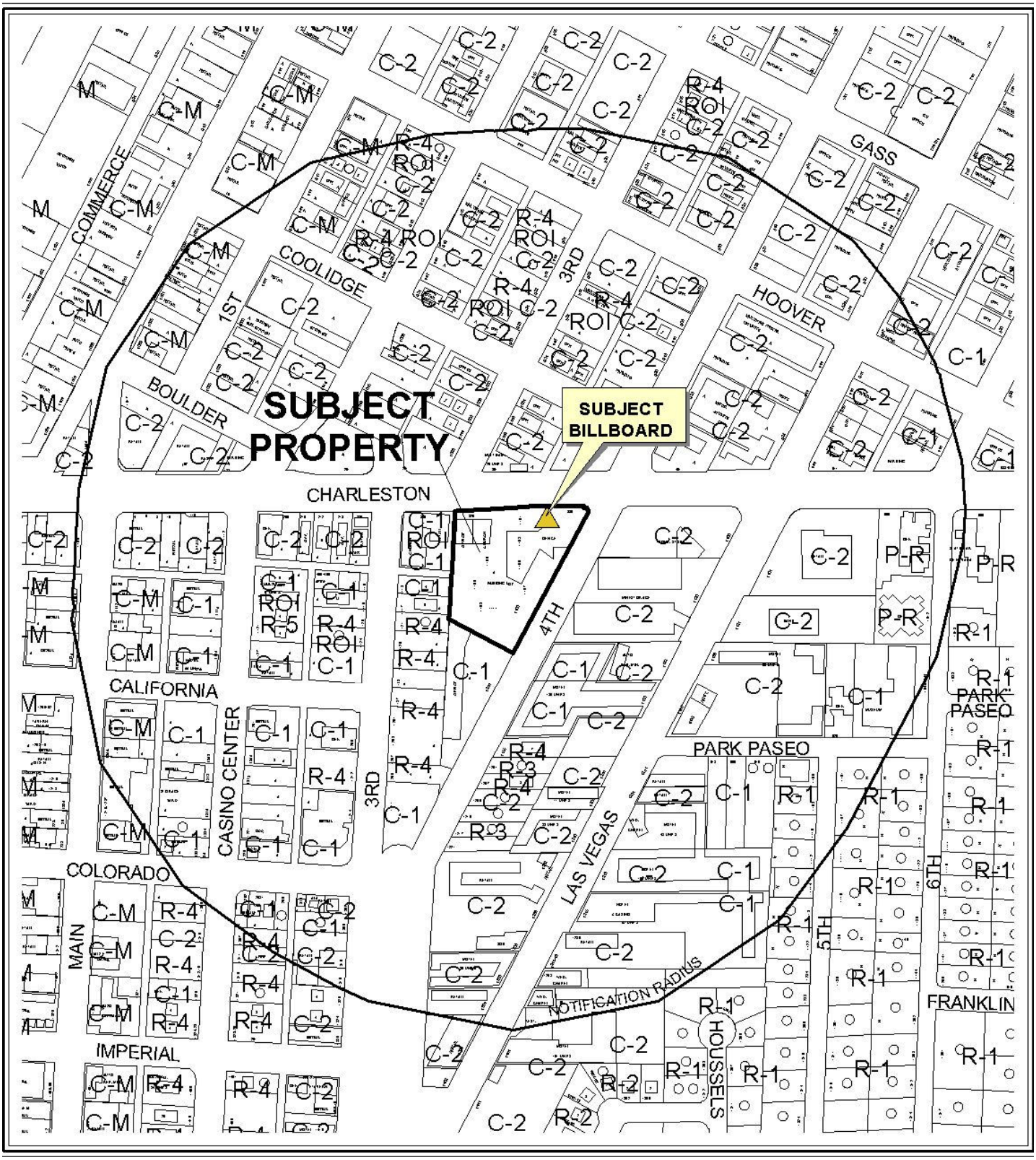
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-40946 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CBS OUTDOOR - OWNER: 305 LAS VEGAS, LLC - Required Review of a previously approved Special Use Permit (U-0008-96) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 330 East Charleston Boulevard (APN 162-03-115-001), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-37490
6. City Council Approval Letter for RQR-32942
7. City Council Approval Letter for U-8-96



CASE: **RQR-40946**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



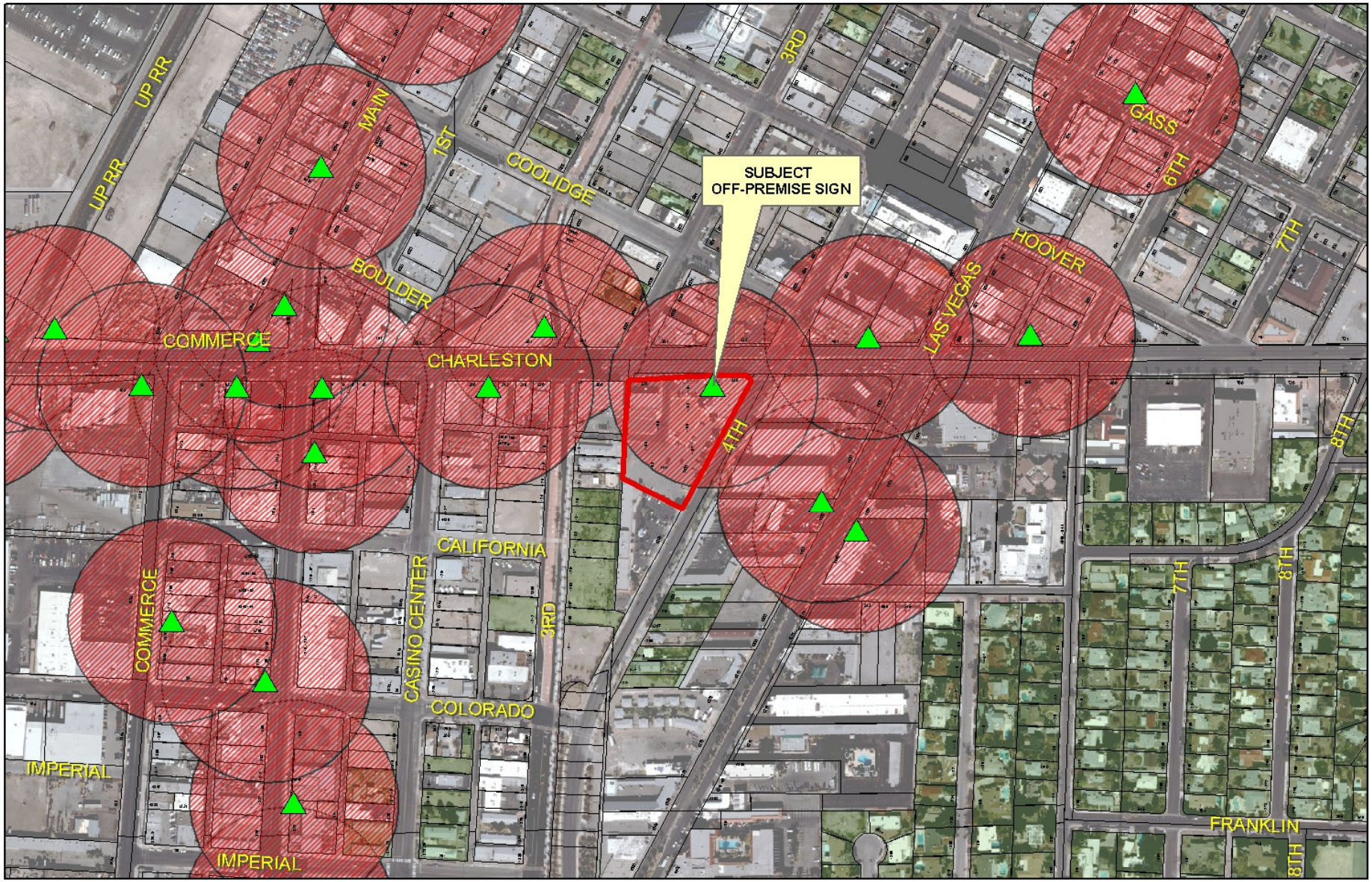
CASE: **RQR-40946**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-40946

- 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 - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CBS OUTDOOR - OWNER: 305 LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-40946	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

RQR-40946 CONDITIONS

Planning

1. Conformance to the conditions of approval for Special Use Permit (U-0008-96).

2. This Special Use Permit (U-0008-96) shall be placed on an agenda closest to April 7, 2014 at which time the City Council may require the Off-Premise Sign (Billboard) 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 (Billboard) be removed.

3. The Off-Premise Sign (Billboard) 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 (Billboard).

4. If the existing Off-Premise Sign (Billboard) is voluntarily demolished, this Special Use Permit (U-0008-96) shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
April 6, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This application is in response to a Required Review for a previously approved Special Use Permit (U-0008-96) for a 40-foot tall, 14-foot by 48-foot (sign is actually only 14-foot by 24-foot) Off-Premise Sign located at 330 East Charleston Boulevard. The sign is located on property shared with offices, a church and a parking lot and is within the Downtown Centennial Plan, Arts District and Las Vegas Redevelopment Plan/Area. A building permit (96013641) was issued and finalized for the installation of an Off-Premise Sign (Billboard) in September 1996. There have been new entitlements approved for the subject site for a mixed-use development, (SUP-20519, VAC-20522, VAC-29235, SDR-20502, and SDR-34113) with subsequent Extension of Times, along with approved entitlements for a Hotel-Residence (extended stay) for property to the east.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/03/96	The City Council approved a request for a Special Use Permit (U-0008-96) for a 14-foot by 48-foot Off-Premise Sign at the southwest corner of Charleston Boulevard and 4th Street. The Board of Zoning Adjustment recommended denial.
05/16/07	The City Council approved a request for Rezoning (ZON-20507) from P-R (Professional Office and Parking), C-1 (Limited Commercial) and C-2 (General Commercial) to C-1 (Limited Commercial) on 2.67 acres at the southwest corner of Charleston Boulevard and 4th Street. The Planning Commission and staff recommended approval.
	The City Council approved a related request for a Special Use Permit (SUP-20519) for a 12-story mixed-use development including 58,000 square feet of commercial space and 1,100 residential condominium units.
	The City Council approved a related request for a Petition to Vacate (VAC-20522) a 20-foot service alley and access easement generally located east of 3rd Street commencing approximately 137 feet south of the southeast corner of 3rd Street and Charleston Boulevard.
	The City Council approved a related request for a Site Development Plan Review (SDR-20502) for a 12-story mixed-use development including 58,000 square feet of commercial space and 1,100 residential condominium units.
11/05/08	The City Council approved a request for a Petition to Vacate (VAC-29235) an alley and a public access easement at 300 and 330 East Charleston Boulevard. The Planning Commission and staff recommended approval.

DS

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/15/09	The City Council approved a request for an Extension of Time (EOT-33725) of a previously approved Rezoning (ZON-20507) from P-R (Professional Office and Parking), C-1 (Limited Commercial) and C-2 (General Commercial) to C-1 (Limited Commercial) on 2.67 acres at the southwest corner of Charleston Boulevard and 4th Street. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-33724) of a previously approved Special Use Permit (SUP-20519) for a 12-story mixed-use development including 58,000 square feet of commercial space and 1,100 residential condominium units.
	The City Council approved a request for an Extension of Time (EOT-33726) of a previously approved Site Development Plan Review (SDR-20502) for a 12-story mixed-use development including 58,000 square feet of commercial space and 1,100 residential condominium units.
05/20/09	The City Council approved a request for a Required Review (RQR-32942) of a previously approved Special Use Permit (U-0008-96) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 330 East Charleston Boulevard. The Planning Commission recommended approval; staff recommended denial.
05/28/09	The Planning and Development Department approved a request for a Minor Site Development Plan Review (SDR-34113) that allowed a 12-story mixed-use development including 58,000 square feet of commercial space and 1,100 residential condominium units at the southwest corner of Charleston Boulevard and 4th Street. Staff recommended approval.
12/11/09	The Planning and Development Department approved a request for an Extension of Time (EOT-36621) of a previously approved Vacation (VAC-29235) which vacated the alley and a public access easement at 300 and 330 East Charleston Boulevard. Staff recommended approval.
04/07/10	The City Council approved a request for a Required Review (RQR-37490) of a previously approved Special Use Permit (U-0008-96) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 330 East Charleston Boulevard. Staff recommended denial.
12/01/10	The Planning and Development Department approved a request for an Extension of Time (EOT-40171) of a previously approved Vacation (VAC-29235) which vacated the alley and a public access easement at 300 and 330 East Charleston Boulevard. Staff recommended approval.

Most Recent Change of Ownership	
05/02/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/09/96	A building permit (96013641) was issued to renew permit #95874137 to install a billboard sign at 330 East Charleston Boulevard. The permit was finalized on 09/17/96.

Related Building Permits/Business Licenses	
08/06/96	A building permit (96015843) was issued for a billboard sign with electricity at 330 east Charleston Boulevard. The permit expired on 02/08/97.
08/20/96	A business license (M01-05281) was issued to Clean Aquariums at 330 East Charleston Boulevard, Ste 201. The license is still active.
04/18/97	A building permit (97997816) was issued for service for a billboard at 330 East Charleston Boulevard. The permit was finalized 04/28/97.
08/15/07	A business license (Q13-00786) was issued for a Law Office at 330 East Charleston Boulevard, Ste 204. The license is still active.
11/19/09	A business license (Q01-00931) was issued for a Real Estate Broker at 330 East Charleston Boulevard, Ste 204. The license is still active.
03/25/10	A business license (Q13-01303) was issued for a Law Office at 330 East Charleston Boulevard, Ste 204. The license is still active.
04/26/10	A business license (Q13-01225) was issued for a Law Office at 330 East Charleston Boulevard. The license is still active.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/03/11	Staff conducted a field check of the subject site with the following observations: • The subject billboard had no embellishments, animated signage, or electronic displays, and the sign faces appeared in good condition. • All structural elements have been properly secured.

Details of Application Request	
Site Area	
Gross Acres	2.18

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Offices, Church, Parking Lot	C (Commercial)	C-1 (Limited Commercial)
North	Retail Establishment, Multi-Family Residences	C (Commercial)	C-2 (General Commercial)
South	Offices	C (Commercial)	C-1 (Limited Commercial)
East	Mini-Storage Facility, Retail Establishment	C (Commercial)	C-2 (General Commercial)
West	Church, Retail Establishment, Apartments, and Auto Detailing	C (Commercial) and MXU (Mixed-Use)	C-1 (Limited 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			
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the third Required Review of a previously approved Special Use Permit (U-0008-96) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign (sign is actually only 14-foot by 24-foot) located at 330 East Charleston Boulevard. The sign is posted on property shared with offices, a church, and parking lot and is located within the Downtown Centennial Plan, Arts District and the Las Vegas Redevelopment Plan/Area. A building permit (96013641) was issued and finalized for the installation of an Off-Premise Sign (Billboard) in September 1996. Staff conducted a field check of the subject site on 03/03/11 and found the sign to be in good condition with no discrepancies noted.

Since the approval of the Special Use Permit (U-0008-96) in April 1996, new entitlements (SUP-20519, VAC-20522, VAC-29235, SDR-20502, and SDR-34113) have been approved for the subject site for a 12-story mixed-use development with subsequent Extension of Time applications.

FINDINGS

Located in a C-1 (Limited Commercial) zoning district within the Downtown Centennial Plan Arts District, the sign is permitted with a Special Use Permit. In addition to the requirements of Title 19, Off-Premise Signs shall be directly mounted to and flush with the wall of a structure and shall not be freestanding, mounted on top of a roof, or project past the walls or roof of a building.

Though the sign does not conform to the Downtown Centennial Plan, Arts District requirements, the sign was in existence before the requirements were adopted. As the proposed project at the subject site has been delayed, staff finds that the continued use of the sign will not have an adverse impact on the surrounding areas; therefore, staff recommends approval of this request with a three (3) year time limit. Conformance to the conditions of approval of the Special Use Permit (U-0008-96) shall be required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 433 (By Planning)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-40946** APN: 162-03-115-001

Name of Property Owner: 305 Las Vegas LLC

Name of Applicant: CBS Outdoor

Name of Representative: Ryan Arnold

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: BARRET LIBERMAN

Subscribed and sworn before me

This 09th day of FEBRUARY, 20 11

NEW YORK, NEW YORK

Notary Public in and for said County and State

Gloria A. Lomba

RECEIVED
FEB 14 2011

Revised 11-14-06

GLORIA A. LOMBA
Notary Public, State of New York
No. 01LO4649252
Qualified in Queens County
Commission Expires Aug. 31, 20 13

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Required Review

Project Address (Location) 330 E Charleston Blvd

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-03-115-001 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 2.18 **Lots/Units** _____ **Density** _____

Additional Information Required review of existing billboard

PROPERTY OWNER 305 Las Vegas LLC **Contact** Sarah Moore

Address 421 Hudson Street **Phone:** (212) 486-4444 **Fax:** (212) 588-0286

City New York **State** NY **Zip** 10014

E-mail Address _____

APPLICANT CBS Outdoor **Contact** Scott Christensen

Address 1731 Workman Street **Phone:** (323) 276-7382 **Fax:** (323) 225-0240

City Los Angeles **State** CA **Zip** 90031

E-mail Address scott.christensen@cbsoutdoor.com

REPRESENTATIVE The Skancke Company **Contact** Ryan Arnold

Address 2620 Regatta Drive Suite 102 **Phone:** (702) 870-7068 **Fax:** (702) 541-9563

City Las Vegas **State** NV **Zip** 89128

E-mail Address ryan@skancke.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 BARNET LIBERMAN

Subscribed and sworn before me

This 9TH day of FEBRUARY, 20 11.

NEW YORK, NEW YORK

Notary Public in and for said County and State _____

GLORIA A. LOMBA
Notary Public, State of New York
No. 01LO4649252
Qualified in Queens County
Commission Expires Aug. 31, 2013

FOR DEPARTMENT USE ONLY

Case #	RQR-40946
Meeting Date:	4-6-11 CC
Total Fee:	$800
Date Received:*	2-14-11
Received By:	

RECEIVED
FEB 14 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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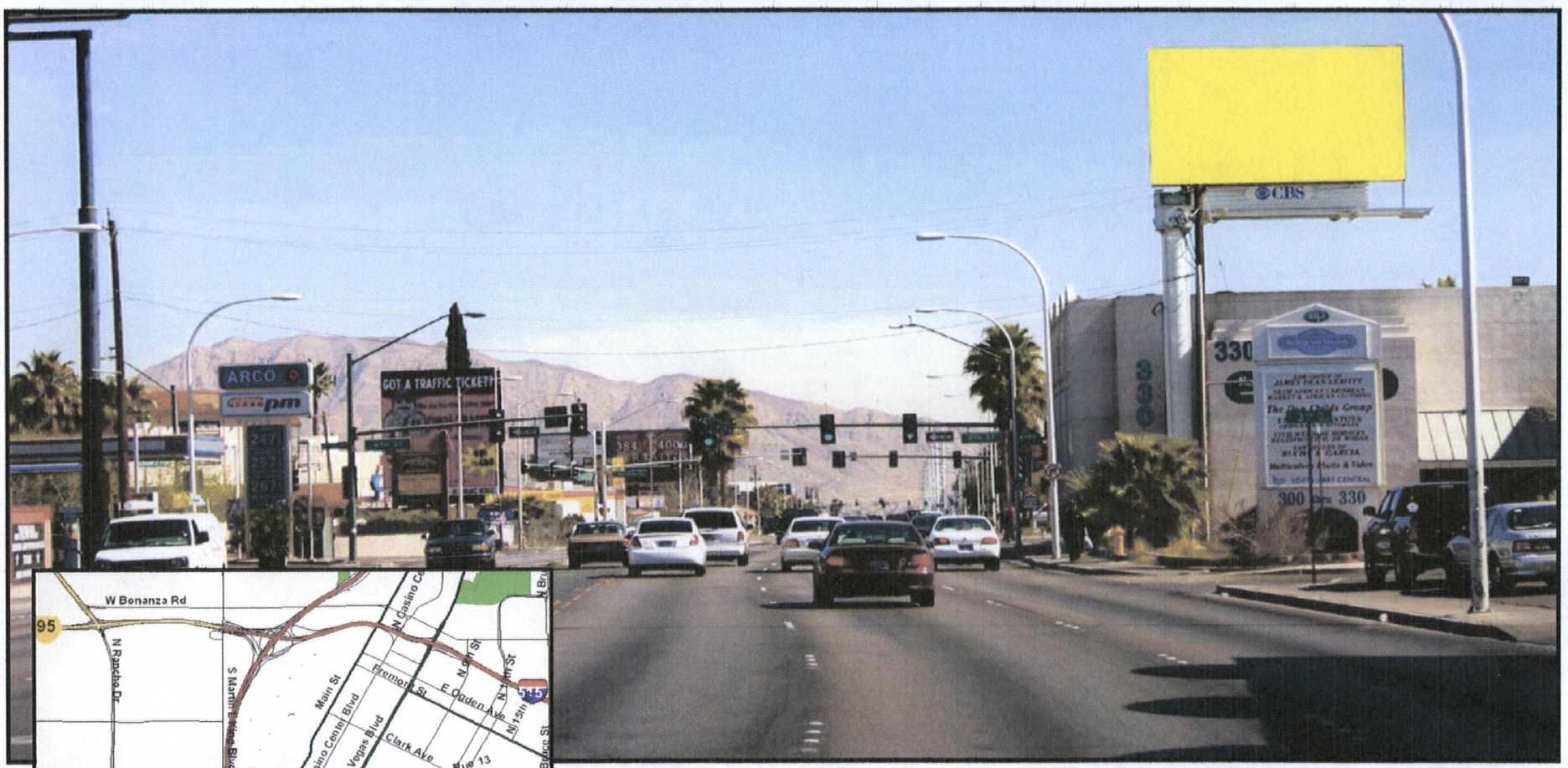
LAS VEGAS #1122





E. Charleston W/O Las Vegas S/S / Facing W - DEC: 18,190

Rev. 2008

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FEB 14 2011
RQR-40946

CBS OUTDOOR
6655 W. Sahara Ave. #D110
Las Vegas, NV 89146
702.795.3325
www.cbsoutdoor.com

LAS VEGAS #1121





E. Charleston W/O Las Vegas S/S / Facing E - DEC: 18,640

Rev. 2008

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6655 W. Sahara Ave. #D110
Las Vegas, NV 89146
702.795.3325
www.cbsoutdoor.com

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RQR-40946

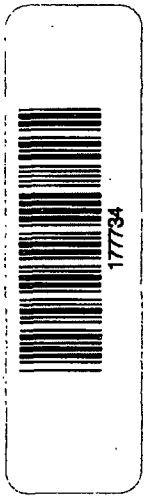
LAS VEGAS CITY COUNCIL

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



April 22, 2010

Ms. Sarah Moore
305 Las Vegas, LLC
421 Hudson Street
New York, New York 10014

RE: RQR-37490 – REQUIRED REVIEW
CITY COUNCIL MEETING OF APRIL 7, 2010

Dear Ms. Moore:

The City Council at a regular meeting held April 7, 2010 APPROVED the request for a Special Use Permit (U-0008-96) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) at 330 East Charleston Boulevard (APN 162-03-115-001), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 8, 2010. This approval is subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0008-96).

2. This Special Use Permit shall be placed on an agenda closest to April 7, 2011 at which time the City Council may require the Off-Premise Sign (Billboard) 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 (Billboard) is removed.

3. The Off-Premise Sign (Billboard) 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 (Billboard).

4. If the existing off-premise sign is voluntarily demolished, this Special Use Permit (U-0008-98) 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.

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

RQR-40946

Printed with environmentally friendly soy ink.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Scott Christensen
CBS Outdoor
1731 Workman Street
Los Angeles, California 90031

Mr. Ryan Arnold
The Skancke Company
26202 Regatta Drive, Suite #102
Las Vegas, Nevada 89128

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

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

June 2, 2009

Ms. Sarah Moore
305 Las Vegas, LLC
421 Hudson Street
New York, New York 10014-3646

RE: RQR-32942 – REQUIRED REVIEW
CITY COUNCIL MEETING OF MAY 20, 2009

Dear Ms. Moore:

The City Council at a regular meeting held May 20, 2009 APPROVED the Required Review of an approved Special Use Permit (U-0008-96) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN (BILLBOARD) at 330 East Charleston Boulevard (APN 162-03-115-001), C-2 (General Commercial) Zone. NOTE: THE SIGN IS 14-FOOT BY 24-FOOT. The Notice of Final Action was filed with the Las Vegas City Clerk on May 21, 2009. This approval is subject to:

Planning and Development

1. Conformance to the conditions for Special Use Permit (U-0008-96).

2. This Special Use Permit shall be placed on an agenda closest to April 3, 2010 at which time the City Council may require the Off-Premise Sign (Billboard) 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 (Billboard) is removed.

3. The Off-Premise Sign (Billboard) 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 (Billboard).

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.

101068

RQR-40946

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5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Vicky Darling, Chief Deputy City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

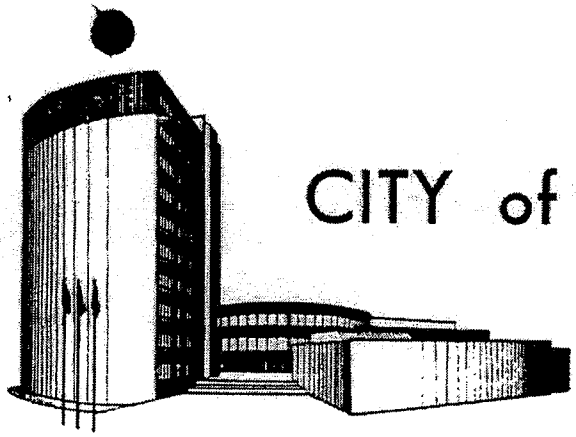
cc: Mr. Scott Christensen
CBS Outdoor
1731 Workman Street
Los Angeles, California 90031

Mr. Ryan Arnold
The Skancke Company
2620 Regatta Drive, Suite #102
Las Vegas, Nevada 89128

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

April 10, 1996

Mr. Paul Kellogg
Aquarius Properties Partnership
P.O. Box 46075
Las Vegas, Nevada 89114-6075

RE: U-8-96 - SPECIAL USE PERMIT

Dear Mr. Kellogg:

The City Council at a regular meeting held April 3, 1996 considered the appeal filed by Seiler, Inc., on behalf of Aquarius Properties Partnership I, for a Special Use Permit for a 14 foot x 48 foot off-premise advertising (billboard) sign on property located at 330 East Charleston Boulevard, R-1 Zone (under Resolution of Intent to C-1).

The City Council GRANTED the appeal, thereby APPROVING the Special Use Permit, subject to the following:

1. The size of the sign shall be reduced to 14 feet x 24 feet.

2. The Board shall review this use in five years at a public hearing, and at that time may require the sign to be removed.

3. The applicant shall obtain an off-premise sign certificate from the Planning and Development Department prior to the issuance of a building permit.

4. All development must be in conformance with the plot plan and elevations.

5. City Code requirements and design standards of all City departments must be satisfied.

An approved Variance or Special Use Permit must be exercised within one year or it becomes null and void, unless a request for an Extension of Time is duly filed with the Planning and Development Department for consideration and approval by the appropriate board.

Sincerely,

Kathleen M. Tighe

KATHLEEN M. TIGHE
City Clerk

/cmp

cc: (See Attached)

RQR-40946

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

cc: Dept. of Planning & Development
Dept. of Public Works
Dept. of Fire Services
Land Development Services
Traffic Engineering

Seiler, Inc.
550 East Charleston Boulevard
Las Vegas, Nevada 89104

RQR-40946

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

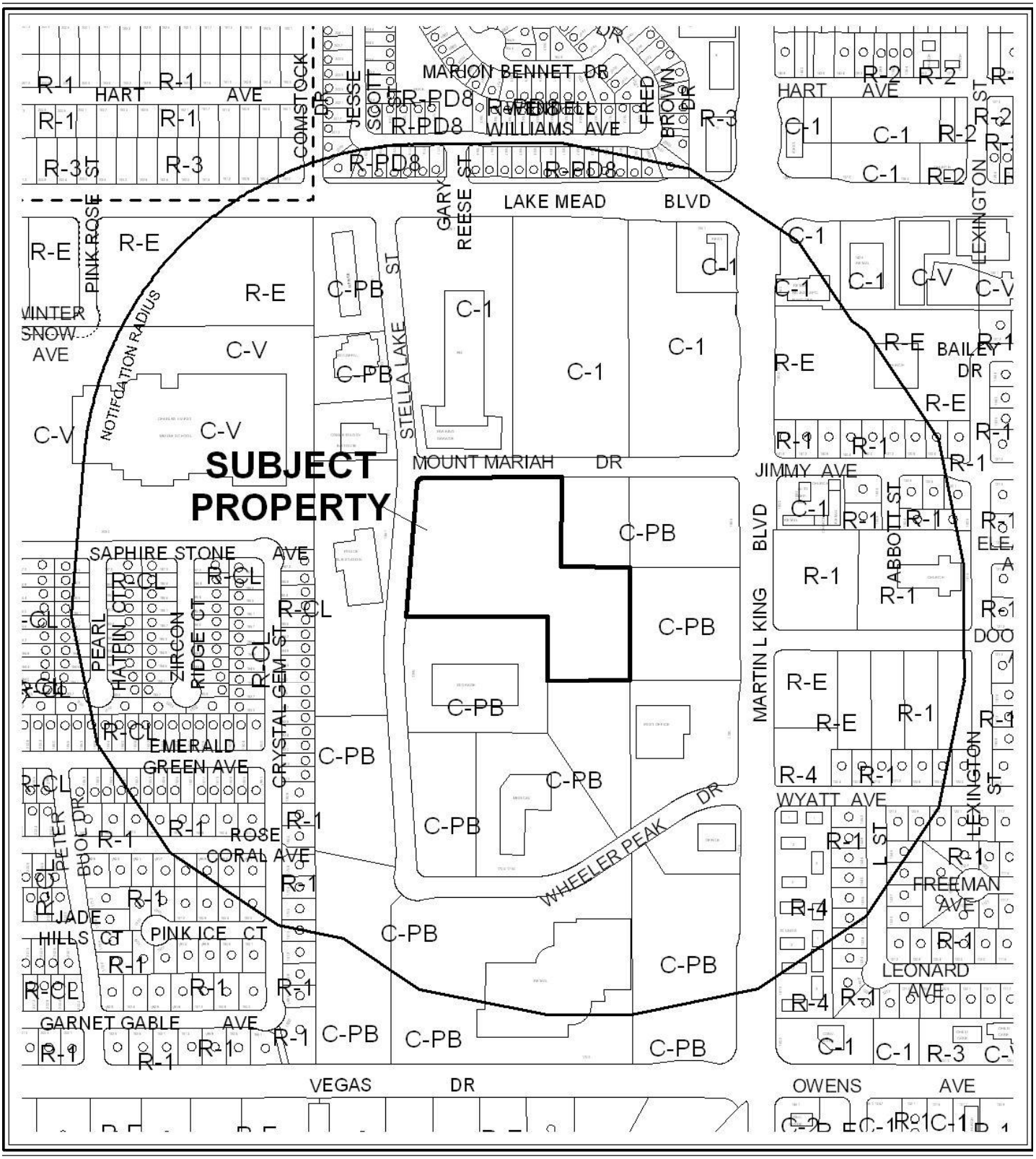
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40766 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: NEVADA HEALTH CENTERS - OWNER: CITY OF LAS VEGAS - Request for a Site Development Plan Review FOR A PROPOSED TWO-STORY, 30,800 SQUARE-FOOT MEDICAL OFFICE on a 2.39 acre portion of a 6.07-acre lot at the southeast corner of Mount Mariah Drive and Stella Lake Street (APN 139-21-313-016), C-PB (Planned Business Park) Zone, Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Las Vegas Enterprise Park Architectural Review Committee Approval Letter
6. Justification Letter
7. Backup referenced from the March 8, 2011 Planning Commission Meeting Item SDR-40766



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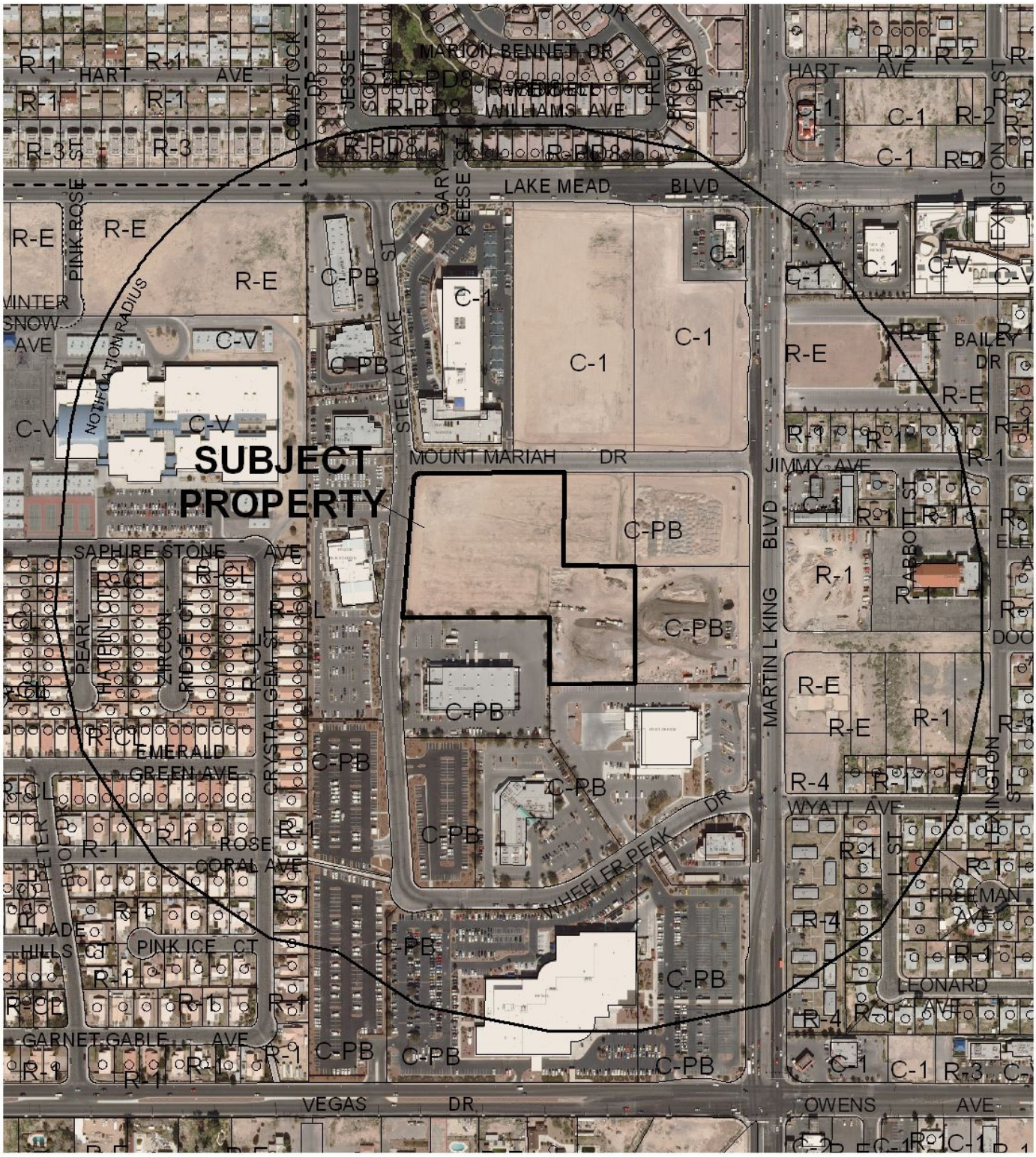
CASE: **SDR-40766**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N



0 300 600 Feet

CASE: **SDR-40766**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-PB (PLANNED BUSINESS PARK)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NEVADA HEALTH CENTERS - OWNER: CITY OF LAS VEGAS

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SDR-407966	Staff recommends APPROVAL, subject to conditions:	

**** CONDITIONS ****

SDR-40766 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Rezoning (Z-136-94) and Plot Plan Review [Z-0136-94(1)] 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 01/20/11, except as amended by conditions herein.

4. An Exception from Title 19.10.010(J)11 is hereby approved, to allow 15 trees within the Parking Lot where 18 trees are required.

5. 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 01/20/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

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. 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.

9. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

10. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

12. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Construct all incomplete half-street improvements (sidewalk) adjacent to this site 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.

16. All private improvements and 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.

17. The proposed new driveways accessing this site from Lake Stella Lake Street and Mount Mariah Drive are hereby approved as deviations from standards. Any further deviations, if any, to width, ingress/egress radii, or throat depth will require separate approval from the City Engineer.

18. 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.

19. Site development to comply with all applicable conditions of approval for Z-136-94, the Las Vegas Enterprise Park (Commercial Subdivision) and all other subsequent site-related actions.

Staff Report Page One
April 6, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

A two-story, 30,800 square-foot Medical Office is proposed on a 2.39-acre portion of an undeveloped 6.07-acre lot generally located at the southeast corner of Stella Lake Street and Mount Mariah Drive. The 17,500 square-foot first floor Medical Office will provide 14 exam rooms and features a 1,800 square foot garage that houses a mobile mammogram vehicle. The second story 11,500 square foot Office will provide ancillary space to support the Medical Office administrative needs. The proposed Medical Office is intended to meet the growing demand for health services to both the surrounding neighbors and the Las Vegas Valley and provide a station for a mobile mammogram vehicle. The proposed development is in compliance with the 19.08.050 Commercial Development Standards for the CP-B (Planned Business Park) zoning district and has received approval from the Las Vegas Enterprise Park Architectural Review Committee. The proposed Medical Office is harmonious and compatible with the surrounding area and provides a needed use to the neighborhood; therefore, staff is recommending approval of this application. If this application is denied, approval of a new Site Development Plan Review would be required prior to development of the site.

ISSUES

- The proposed 30,800 square foot Medical Office is located on the 2.39-acre, northwest portion of a 6.07-acre site in the Las Vegas Enterprise Park.
- The applicant received approval from the Las Vegas Enterprise Park Architectural Review Committee on 01/20/11

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/21/94	The City Council approved an application to Rezone (Z-0136-94) the subject site as part of a larger request from R-E (Residence Estates) to C-PB (Planned Business Park). The Planning Commission recommended approval.
09/14/95	The Planning Commission approved a Plot Plan Review [Z-0136-94(1)] for an enterprise business park, which includes the subject property. The Planning Commission recommended approval.
02/07/96	The City Council approved an Extension of Time [Z-0136-94(3)] for an enterprise business park, which includes the subject property. The Planning Commission recommended approval. The Extension of Time expired on 12/21/96.

11/05/03	The City Council approved applications for a Special Use Permit (SUP-2909) and a Site Development Plan Review (SDR-2908) for a recording studio and for television broadcasting and other communication services adjacent to the west side of Martin L King Boulevard, approximately 330 feet north of Wheeler Peak Drive. The Planning Commission and staff recommended approval. The Las Vegas Enterprise Park Architectural Review Committee reviewed and approved the site plan on 08/20/03.
06/15/05	The City Council approved a Site Development Plan Review (SDR-6519) for a proposed three-building, 27,672 square-foot corporate Office and Bank center adjacent to the southwest corner of Martin L King Boulevard and Mount Mariah Drive. The Planning Commission recommended approval. The application expired on 06/15/09.
10/07/09	The City Council approved a Site Development Plan Review (SDR-35380) for a proposed 7,600 square-foot Government Facility (Fire Station) and a related Variance (VAR-35381) to allow 18 parking spaces where 26 parking spaces are required on a 1.54 acre portion of a 6.06 acre lot at 1888 Stella Lake Street. The Planning Commission and staff recommended approval.
03/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 13/mh).

Most Recent Change of Ownership	
10/05/95	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/24/10	The Building Plan Check (#39705) has been processed for a proposed 7,600 square-foot Government Facility (Fire Station #106) at 1888 Stella Lake Street. No Building Permits have been issued, pending the completion of the required Civil Plans (L-Civil #36530).

Pre-Application Meeting	
01/12/11	The submittal requirements for a Site Development Plan Review were discussed. The applicant was notified of both the Title 19.08.050 Commercial Development Standards and the Las Vegas Enterprise Park Development Requirements and that approval from the Architectural Review Committee must be obtained prior to submitting for the Site Development Plan Review.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request, nor has one been held.

Field Check	
01/26/11	A Field Check was performed by staff with the following observations made: • The subject site has been graded with offsite improvements in place.

Details of Application Request	
Site Area	
Gross Acres	6.06
Net Acres	2.39

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	LI/R (Light Industrial / Research)	C-PB (Planned Business Park)
North	Offices	LI/R (Light Industrial / Research)	C-1 (Limited Commercial)
South	Warehouse	LI/R (Light Industrial / Research)	C-PB (Planned Business Park)
East	Undeveloped	LI/R (Light Industrial / Research)	C-PB (Planned Business Park)
West	Metro Substation	PF (Public Facilities)	C-PB (Planned Business Park)

Special Districts/Zones	***Yes***	***No***	***Compliance***
Special Area Plan			
Las Vegas Enterprise Park	X		Y
West Las Vegas Plan	X		Y
A-O Airport Overlay District – 105 Feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08.050, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	965 Feet	Y
Min. Setbacks			
• Front	20 Feet	25 Feet	Y
• Side	10 Feet	75 Feet	Y
• Corner Side	10 Feet	25 Feet	Y
• Rear	15 Feet	241 Feet	Y
Max. Lot Coverage	50%	<50%	Y
Max. Building Height	Five Stories/ 85 Feet	42 Feet	Y
Trash Enclosure	Screened, Gated, with a Roof or Trellis	Screened, Gated with a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Parking Area	1 Tree / 6 Spaces	18 Trees	15	N
Buffer: Min. Trees	1 Tree / 20 Linear Feet	28 Trees	28 Trees	Y
	1 Tree / 30 Linear Feet	21 Trees	24 Trees	Y
TOTAL		49 Trees	52 Trees	Y
Min. Zone Width				
West	15 Feet		25 Feet	Y
South	8 Feet		10 Feet	Y
East	8 Feet		10 Feet	Y
North	15 Feet		15 Feet	Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Stella Lake Street	NA	N/A	60	NA
Mount Mariah Drive	NA	N/A	60	NA

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	
Medical Office	17,500 SF	1:200 SF for first 2,000 SF; 1:175 SF for remaining GFA	99				
Office, Other Than Listed	11,500 SF	1:300 SF	39				
TOTAL SPACES REQUIRED			138		149		Y
Regular and Handicap Spaces Required			133	5	144	5	Y
Loading Spaces	30,000 SF – 50,000 SF		Three 15'W x 25'L Loading Spaces (1,125 SF)		1,800 SF internal loading area w/ 516 SF external loading space		Y

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Title 19.12.040(B) – Minimum of one tree provided per six uncovered parking spaces for a total of 18 trees within the center parking lot.	To allow 15 trees within the center parking lot.	Approval

ANALYSIS

The subject site for the proposed development consists of a 2.39 acre portion of the 6.01 acre parcel. The applicant is in the process of taking ownership of the subject site from the City of Las Vegas.

Per Title 19.04, a Medical Office requires one space per 200 square feet of gross floor area for the first 2,000 square feet with one space per 175 square feet for the remaining gross floor area. The site plan depicts a total of 148 spaces, including five handicap accessible spaces. The site is primarily accessed at the north from Mount Mariah Drive, with secondary service access provided from Stella Lake Street. The site provides adequate access and circulation for pedestrians, vehicles, and delivery trucks.

The applicant has exceeded the minimum landscaping requirements with respect to the overall tree count, spacing and buffer widths throughout the site with the exception of the central parking lot. There are 15 trees provided where a total of 18 trees are required; this deficiency is caused by the proposed walkway that runs through the center of the parking lot. Staff supports the alternative design, as it provides a suitable amount of parking shade while also providing an accommodation for pedestrian access that exceeds Code requirements. The proposed development has a sufficient amount of landscaping for the overall site and is appropriate for the subject development.

The elevations are well articulated by the use of variations in height, massing and a variety of colors. The materials include a stacked stone veneer and a smooth stucco finish. The elevations and materials proposed are appropriate and harmonious with the surrounding business park.

The proposed project is consistent the Las Vegas Enterprise Park Covenants, Conditions, and Restrictions, and has obtained approval from the Las Vegas Enterprise Park Architectural Review Committee on 01/20/11. Staff recommends approval of this request. If denied, the applicant will be unable to move forward with the proposed development as submitted.

FINDINGS (SDR-40766)

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 two-story, 30,303 square-foot building is compatible in use, appearance, and scale with the adjacent development in the area and the permitted use within the Las Vegas Enterprise Park.

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 project is consistent with the General Plan and the Las Vegas Enterprise Park Covenants, Conditions, and Restrictions. The project has obtained approval from the Las Vegas Enterprise Park Architectural Review Committee. The development complies with the Commercial Development Standards as listed in Title 19.08.050. The proposed development seeks an exception from Title 19.10.010(J)11 Parking Lot Landscaping requirements to allow 15 trees within the central parking lot where 18 trees are required. Staff supports this request as the applicant has proposed an alternative design that provides a pedestrian corridor through the parking lot that creates more useful shade and safety for those walking from their vehicles to the building.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed primarily from Mount Mariah Drive with secondary service access provided from Stella Lake Street. The existing street network is adequate to serve the proposed uses. The site access and on-site circulation will not negatively impact adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials provide an interesting contrast between the stacked stone veneer and the smooth stucco finish painted muted desert earth tones. When combined with the desert-appropriate landscaping, the overall appearance of the development contributes to the unique identity of the Las Vegas Enterprise Park while meeting all requirements of Title 19, and the Las Vegas Enterprise Park Development Guidelines.

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 submitted building elevations for the proposed development depict an orderly and aesthetically pleasing environment. The arrangement of the building's massing, the utilization of contrasting materials, and the placement of the desert landscaping create a harmonious and orderly development that is compatible with the surrounding environment.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed two-story, 30,800 square foot Medical Office will be subject to inspection by the City during both the building construction stages and the following business licensing process, and will not compromise the health safety and welfare of the general public.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 196 (By City Clerk)

APPROVALS 1

PROTESTS 0

MH

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-40766** APN: 139-21-313-016

Name of Property Owner: City of Las Vegas

Name of Applicant: Nevada Health Centers, Inc.

Name of Representative: 10 Nine Design Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Elizabeth N Fretwell

Print Name: Elizabeth N. Fretwell

Subscribed and sworn before me

This 24 day of January, 20 11

Notary Public in and for said County and State

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) 1888 Stella Lake St

Project Name Nevada Health Center **Proposed Use** Office

Assessor's Parcel #(s) 139-21-313-016 **Ward #** 5

General Plan: existing LI/R proposed N/A **Zoning:** existing C-PB proposed N/A

Commercial Square Footage 30,800 SF **Floor Area Ratio**

Gross Acres 6.06/2.39 **Lots/Units** 1 **Density**

Additional Information Construction of a 30,800 SF Medical Office building - 2 Story

PROPERTY OWNER City of Las Vegas **Contact** Darren Harris

Address 400 Stewart Ave **Phone:** (702) 229-6862 **Fax:**

City Las Vegas **State** NV **Zip** 89101

E-mail Address dmharris@lasvegasnevada.gov

APPLICANT Nevada Health Centers, Inc. **Contact** Gary Gifford

Address 4415 Spring Mountain Rd **Phone:** (702) 370-5414 **Fax:** (702) 370-5421

City Las Vegas **State** NV **Zip** 89102

E-mail Address

REPRESENTATIVE 10 Nine Design Group **Contact** Ben Girardin

Address 3579 Red Rock St **Phone:** (702) 870-7076 **Fax:** (702) 258-3626

City Las Vegas **State** NV **Zip** 89103

E-mail Address bgirardin@10nine.com

Property Owner Signature* Elizabeth N Fretwell

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Elizabeth N. Fretwell

Subscribed and sworn before me

This 24 day of January, 20 11.

Kim A Barrera

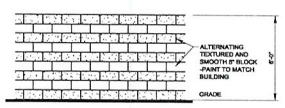
Notary Public in and for said County and State

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

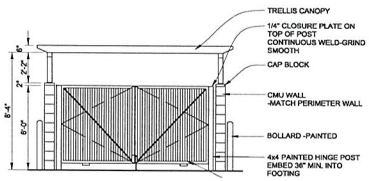
FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

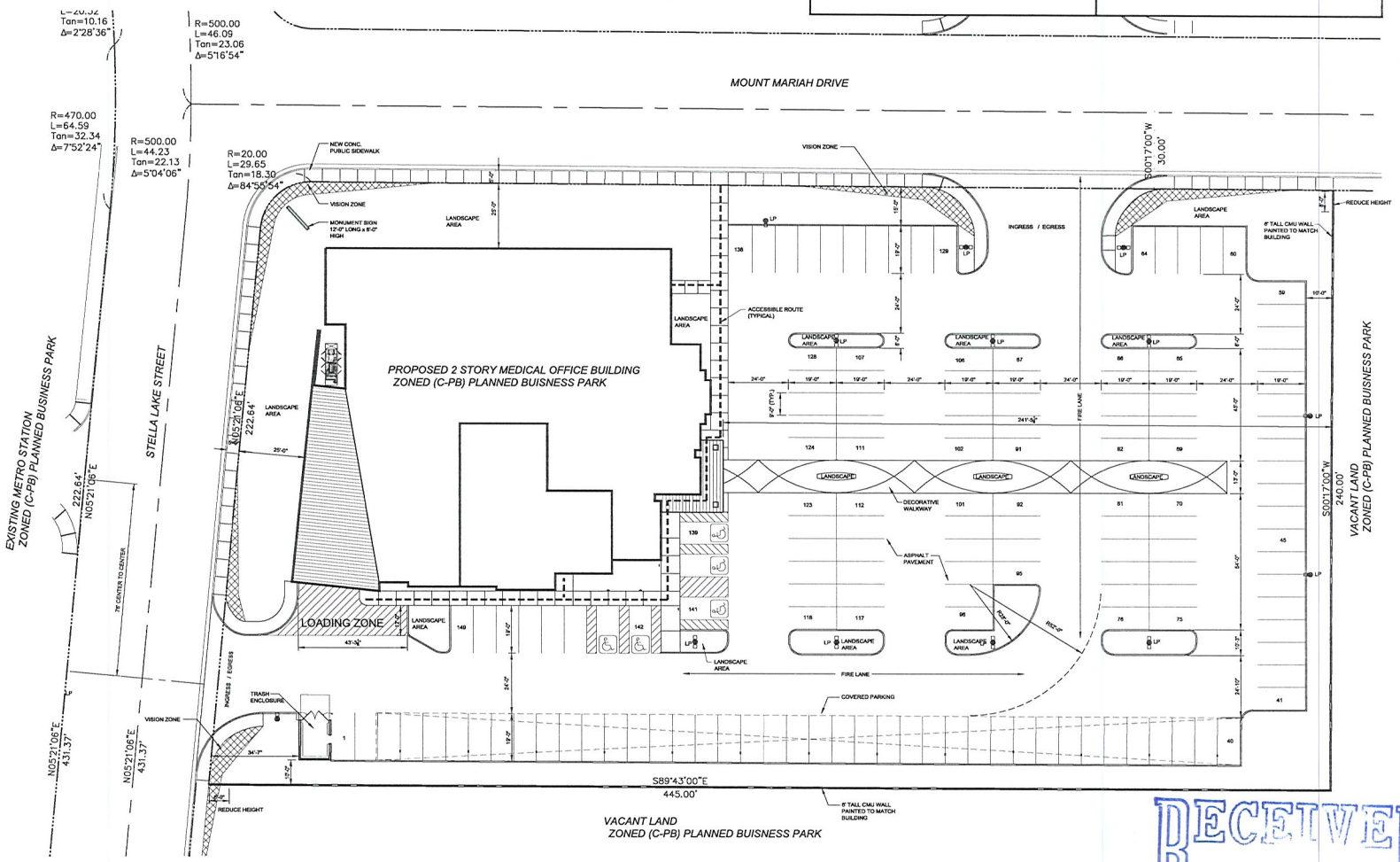


PERIMETER WALL ELEVATION
SCALE: 1/4" = 1'-0"



TRASH ENCLOSUR ELEVATION
SCALE: 1/4" = 1'-0"

SITE INFORMATION:			
JURISDICTION:	CITY OF LAS VEGAS	**PARKING REQUIRED:**	
DISTRICT:	ENTERPRISE PARK	MEDICAL OFFICE: 10 + 15,500 / 175 =	99 SPACES
USE:	MEDICAL OFFICE / OFFICE	GARAGE: 1,800 / 1000 =	2 SPACES
SITE SIZE:	2.39 ACRES (104,324 SF)	BUSINESS OFFICE: 11,500 / 300 =	38 SPACES
BUILDING AREA:		TOTAL REQUIRED PARKING:	139 SPACES
FIRST FLOOR (MEDICAL OFFICE)	17,500 S.F.	PARKING PROVIDED:	149 SPACES
FIRST FLOOR GARAGE	1,800 S.F.		
SECOND FLOOR (BUSINESS OFFICE)	11,500 S.F.	H.C. SPACES: 1-150 = 5 SPACES	5 SPACES
TOTAL PROPOSED BUILDING AREA:	30,800 S.F.		
FLOOR AREA RATIO: 19,300 SF / 104,324 SF	18.5%		



ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'-0"

RECEIVED
JAN 20 2011
SDR-40766

Key Plan

Issued For:	Date:
Review	12.21.2010
Planning Submittal	01.20.2011

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP
3579 Red Rock Street
Las Vegas, Nevada 89103
P.(702) 870-7076
F.(702) 258-6326

Project Title

Nevada Health Centers
MLK Family Health Center / Admin. Offices
SE Corner of Mount Mariah Drive & Stella Lake Street
Las Vegas, NV

Sheet Title

Architectural Site Plan

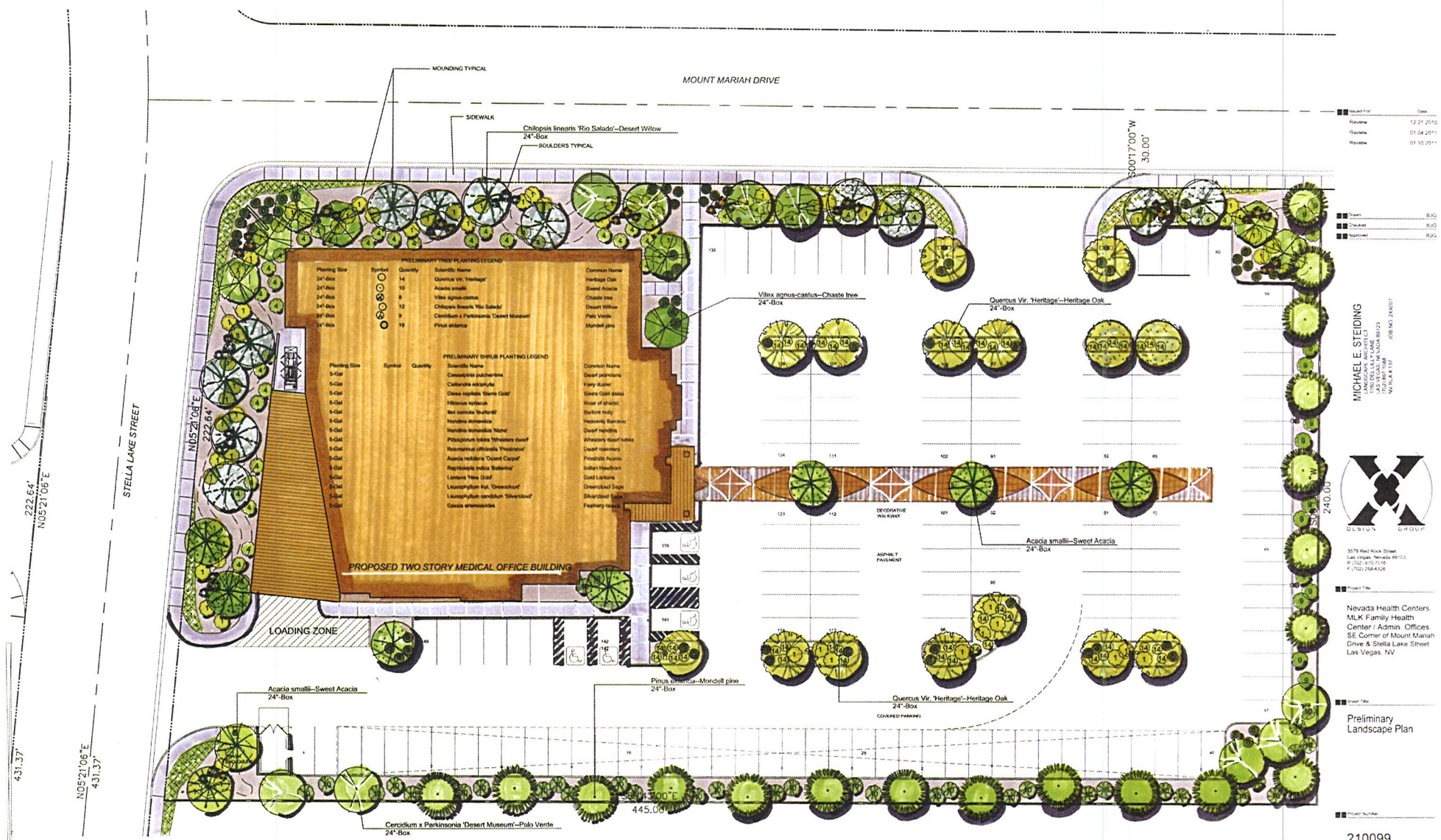
Project Number

210099

Sheet Number

AS1.0

210099-elevations.dwg / AS1.0 SITE PLAN - 01/19/2011 - 9:18pm - B24.dwg / 20120HCASHELL.dwg



Key Plan

Issued For	Date
Review	12.21.2010
Review	01.04.2011
Review	01.10.2011

Drawn BJG
Checked BJG
Approved BJG

MICHAEL E. STEIDING
LANDSCAPE ARCHITECT
1150 DELL ILLY LANE
LAS VEGAS, NEVADA 89123
(702) 897-1068
NV RLA # 137
JOB NO. 2X0001

DESIGN GROUP
3579 Red Rock Street
Las Vegas, Nevada 89103
P (702) 870-7076
F (702) 258-6326

Project Title
Nevada Health Centers
MLK Family Health
Center / Admin. Offices
SE Corner of Mount Mariah
Drive & Stella Lake Street
Las Vegas, NV

Sheet Title
Preliminary
Landscape Plan

Project Number
210099

Sheet Number
L1.0

PRELIMINARY LANDSCAPE PLAN
SCALE: 1/16" = 1'-0"

RECEIVED
JAN 20 2011

SDR-40766



PRELIMINARY FLOOR PLAN (19,300 SF)
SCALE: 1/8" = 1'-0"

RECEIVED
JAN 20 2011

SDR-40766

Key Plan

Issued For:	Date:
Review	12.21.2010
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Project Title

Nevada Health Centers
MLK Family Health
Center / Admin. Offices
SE Corner of Mount Mariah
Drive & Stella Lake Street
Las Vegas, NV

Sheet Title

Preliminary First
Floor Plan

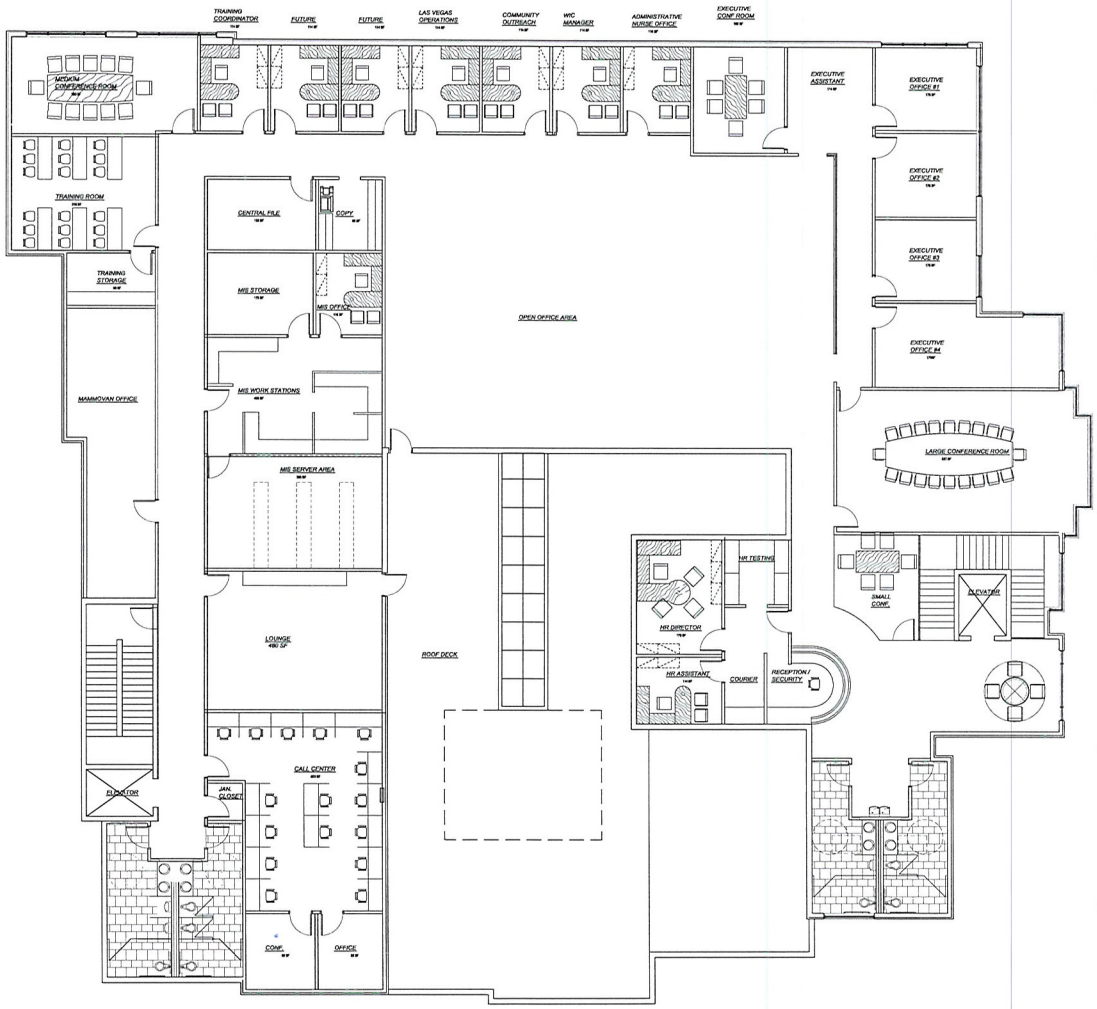
Project Number

210099

Sheet Number

A1.0

210099-x-base.dwg / A1.0 FIRST FLOOR PLAN - 01/20/2011 - 6:40am - 8/4.dwg / 202034CASHELL.dwg



RECEIVED

JAN 20 2011

PRELIMINARY SECOND FLOOR PLAN (11,500 S.F.)
SCALE: 1/8" = 1'-0"

SDR-40766

Key Plan

Issued For:	Date:
Review	12.21.2010
Review	01.04.2011
Review	01.10.2011
Planning	01.20.2011

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP
3579 Red Rock Street
Las Vegas, Nevada 89103
P.(702) 870-7076
F.(702) 258-6326

Project Title

Nevada Health Centers
MLK Family Health
Center / Admin. Offices
SE Corner of Mount Mariah
Drive & Stella Lake Street
Las Vegas, NV

Sheet Title

Preliminary Second
Floor Plan

Project Number

210099

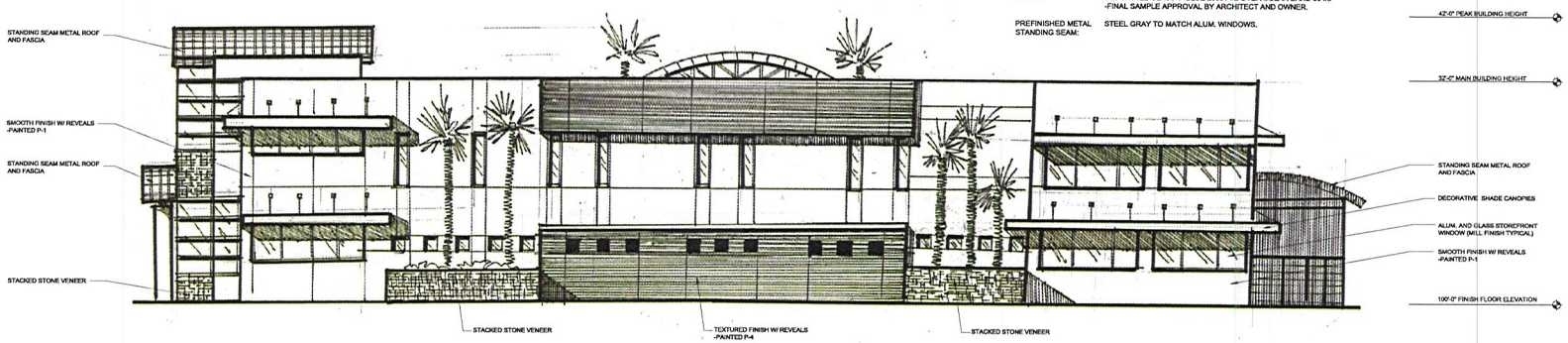
Sheet Number

A1.2

210099-xbase.dwg / A2.0 SECOND FLOOR PLAN - 01/20/2011 - 7:35am - B24.dwg / 20203MCASHELL.dwg

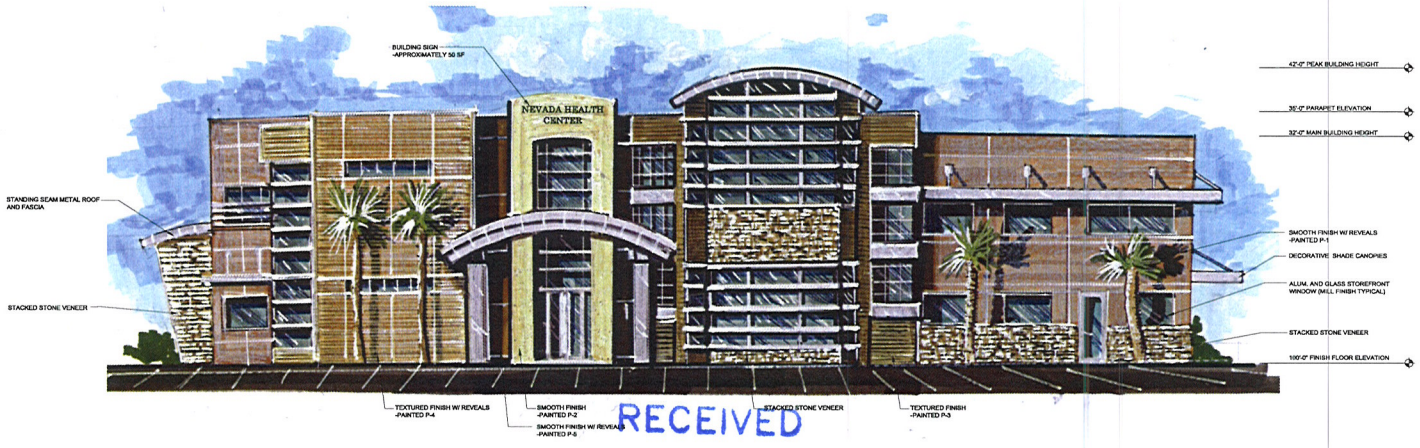
EXTERIOR FINISH SCHEDULE

EXT. PAINT #1 (P-1):	MAIN WALL COLOR: FRAZEE - MASTIC - CL 2703M
EXT. PAINT #2 (P-2):	FRAZEE - FOSTERS - CL 2761W
EXT. PAINT #3 (P-3):	FRAZEE - MAGIC EYE - CL 2745D
EXT. PAINT #4 (P-4):	FRAZEE - TABBY - CL 2734D
EXT. PAINT #5 (P-5):	FRAZEE - SPADE - CL 2726A
STACKED STONE:	STONE VENEER W/ MATCHING SILL CORONADO - MOUNTAIN STRIP STONE - BROOKSIDE
ALUM. WINDOW FRAMES / DOORS:	MILL FINISH ALUM.
GLASS:	OLDCASTLE GLASS 1" BLUE 2000T #2 OVER SOLAR BAND 60 #3 -FINAL SAMPLE APPROVAL BY ARCHITECT AND OWNER.
PREFINISHED METAL STANDING SEAM:	STEEL GRAY TO MATCH ALUM. WINDOWS.



PRELIMINARY NORTH ELEVATION

SCALE: 1/8" = 1'-0"



PRELIMINARY EAST ELEVATION

SCALE: 1/8" = 1'-0"

RECEIVED

JAN 20 2011

Key Plan

Issued For:	Date:
Planning	01.20.2011

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP

3579 Red Rock Street
Las Vegas, Nevada 89103
P.(702) 670-7076
F.(702) 258-6326

Project Title

Nevada Health Centers
MLK Family Health Center / Admin. Offices
SE Corner of Mount Mariah Drive & Stella Lake Street
Las Vegas, NV

Sheet Title

Preliminary Building Elevations

Project Number

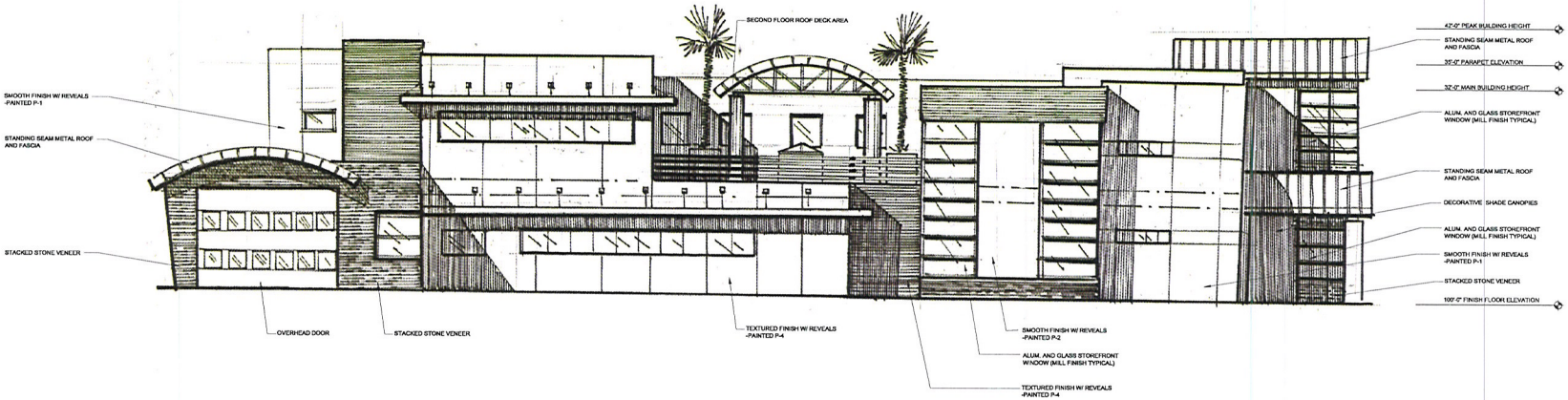
210099

Sheet Number

A2.0

SDR-40766

210099-elevations.dwg / LANDSCAPE BASE - 01/19/2011 - 6:39pm - B24.dwg / 202034CASHELL.dwg

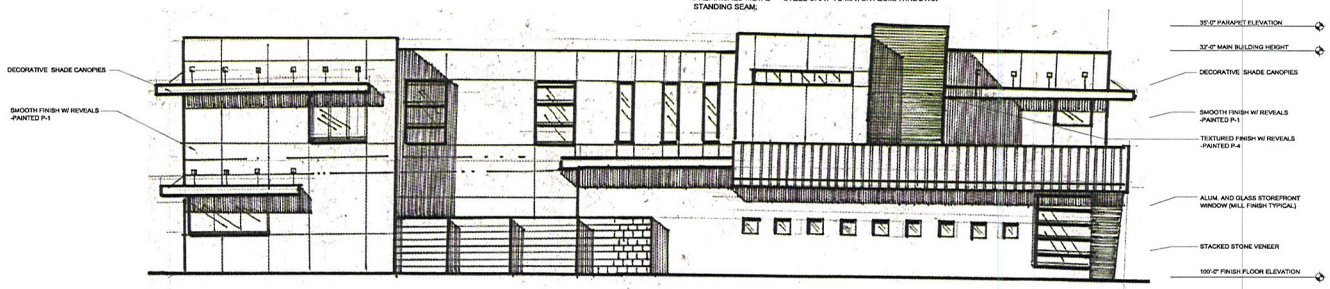


PRELIMINARY SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

EXTERIOR FINISH SCHEDULE

EXT. PAINT #1 (P-1):	MAIN WALL COLOR: FRAZEE - MASTIC - CL 2703M
EXT. PAINT #2 (P-2):	FRAZEE - FOSTERS - CL 2761W
EXT. PAINT #3 (P-3):	FRAZEE - MAGIC EYE - CL 2745D
EXT. PAINT #4 (P-4):	FRAZEE - TABBY - CL 2734D
EXT. PAINT #5 (P-5):	FRAZEE - SPADE - CL 2726A
STACKED STONE:	STONE VENEER W/ MATCHING SILL CORONADO - MOUNTAIN STRIP STONE - BROOKSIDE
ALUM. WINDOW FRAMES / DOORS:	MILL FINISH ALUM.
GLASS:	OLDCASTLE GLASS 1" BLUE 2000T #2 OVER SOLAR BAND 60 #3 -FINAL SAMPLE APPROVAL BY ARCHITECT AND OWNER.
PREFINISHED METAL STANDING SEAM:	STEEL GRAY TO MATCH ALUM. WINDOWS.



RECEIVED

JAN 20 2011

PRELIMINARY WEST ELEVATION

SCALE: 1/8" = 1'-0"

Key Plan

Issued For:	Date:
Planning	01.20.2011

Drawn	BJG
Checked	BJG
Approved	BJG

DESIGN GROUP
3579 Red Rock Street
Las Vegas, Nevada 89103
P.(702) 870-7076
F.(702) 258-6328

Project Title

Nevada Health Centers
MLK Family Health Center / Admin. Offices
SE Corner of Mount Mariah Drive & Stella Lake Street
Las Vegas, NV

Sheet Title

Preliminary Building Elevations

Project Number

210099

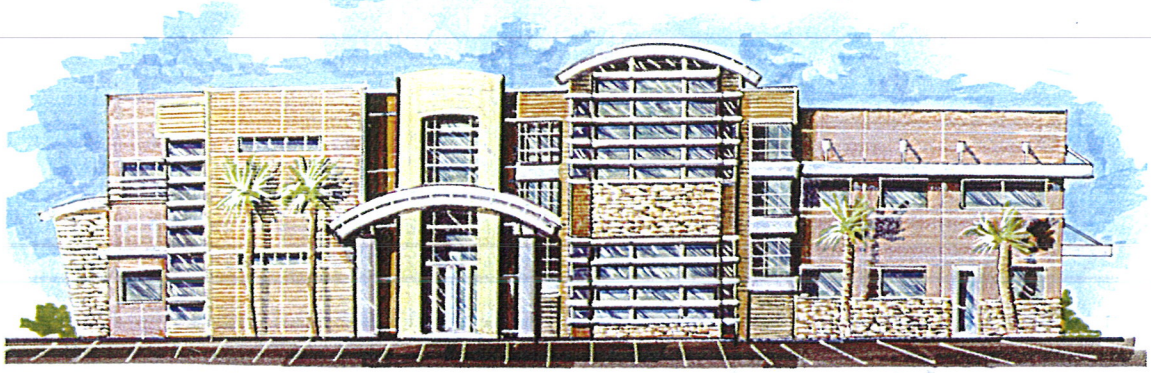
Sheet Number

A2.1

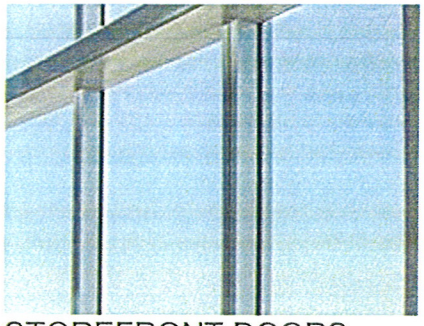
SDR-40766

210099-elevations.dwg / LANDSCAPE BASE (3) - 01/19/2011 - 6:45pm - B24.dwg / 202034CASHELL.dwg

NEVADA HEALTH CENTER – LAS VEGAS- COLOR MATERIAL BOARD



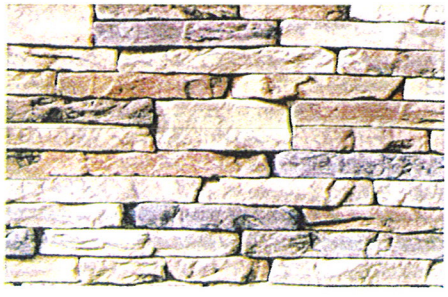
CONCEPTUAL RENDERING



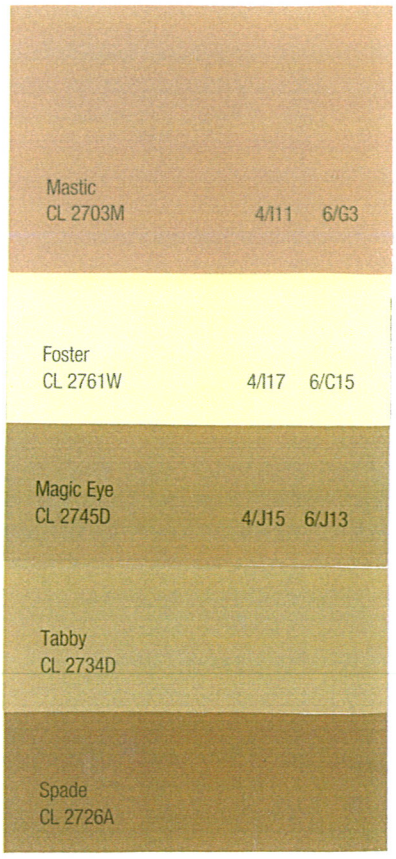
STOREFRONT DOORS
AND WINDOWS



WALL TEXTURED



STONE SAMPLE



FRAZEE PAINT COLOR

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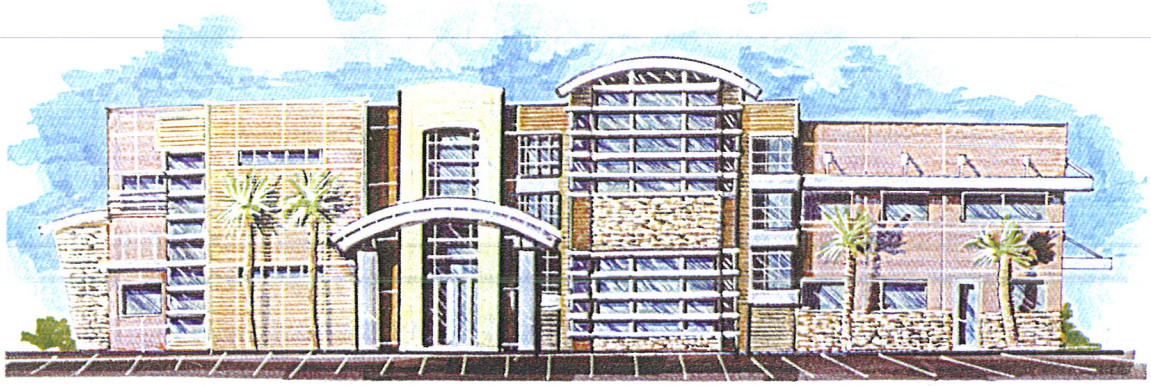
JAN 2 0 2011

SDR-40766

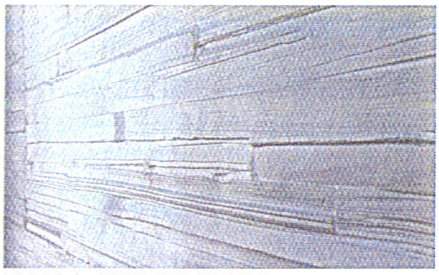
NEVADA HEALTH CENTER – LAS VEGAS- COLOR MATERIAL BOARD



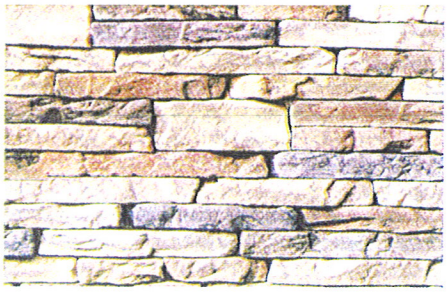
CONCEPTUAL RENDERING



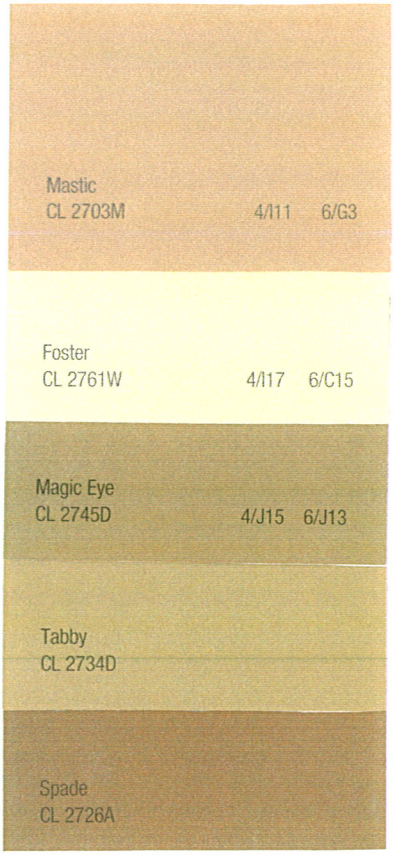
STOREFRONT DOORS
AND WINDOWS



WALL TEXTURED



STONE SAMPLE



FRAZEE PAINT COLOR

SDR-40766

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JAN 20 2011



SDR-40766 – APPLICANT: NEVADA HEALTH CENTERS – OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MOUNT MARIAH DRIVE AND STELLA LAKE STREET

01/26/11



SDR-40766 – APPLICANT: NEVADA HEALTH CENTERS – OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MOUNT MARIAH DRIVE AND STELLA LAKE STREET

01/26/11



SDR-40766 – APPLICANT: NEVADA HEALTH CENTERS – OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MOUNT MARIAH DRIVE AND STELLA LAKE STREET

01/26/11



SDR-40766 – APPLICANT: NEVADA HEALTH CENTERS – OWNER: CITY OF LAS VEGAS
SOUTHEAST CORNER OF MOUNT MARIAH DRIVE AND STELLA LAKE STREET

01/26/11

Las Vegas Enterprise Park
Architectural Review Committee

January 20, 2011

Mr. Ben Girardin, Principal Architect
10 Nine Design Group
3579 Red Rock Street
Las Vegas, NV 89103

Re: Nevada Health Centers, Inc.
LVEP ARC Approval for Meetings 1 and 2

Dear Mr. Girardin:

Thank you for presenting the Nevada Health Centers, Inc. project (Project) to the Las Vegas Enterprise Park (LVEP) Architectural Review Committee (ARC) for Meetings 1 and 2 in Section VII of the LVEP Covenants, Conditions and Restrictions (CCRs).

Please be advised that the LVEP ARC has approved the Project for Meetings 1 and 2 of the CCRs, with the exception of the irrigation plan. The irrigation plan for the Project can be presented to the ARC for review along with all of the items called for in Meeting 3 of the CCRs.

Please contact the ARC to schedule a review meeting when you have the irrigation plan and all of the items for Meeting 3 prepared.

Best regards.

LAS VEGAS ENTERPRISE PARK
ARCHITECTURAL REVIEW COMMITTEE

Scott Auyong
SCOTT AUYONG
ACTING CHAIRMAN

RECEIVED
JAN 2 0 2011
SDR-40766

DESIGN GROUP

January 20, 2010

Planning and Development Department
731 South 4th Street
Las Vegas, NV 89101

RE: JUSTIFICATION LETTER FOR PROPOSED HEALTH CARE CLINIC LOCATED ON THE SOUTHEAST CORNER OF STELLA LAKE STREET AND MOUNT MARIAH DRIVE IN THE ENTERPRISE DISTRICT.

To Whom this May Concern:

Nevada Health Centers, Inc. is proposing a new two story facility located on approximately 2.4 acres at the southeast corner of Stella Lake Street and Mount Mariah Drive, within Las Vegas Enterprise Park. The current zoning is (C-PB) Planned Business Park District.

The first floor of the facility will be a Health Center, approximately 17,500 SF. The services provided are Family Practice, OB/GYN, Women's Health, Senior Care, and Pediatrics. The hours of operation for the Health Center are 7am – 5pm, Monday – Friday.

This center will provide convenient, high quality and affordable health care for all. Medicare, Medicaid, Nevada Check-Up and most other insurances are cheerfully accepted. Uninsured patients may qualify for a sliding fee scale (additional fees for lab work and procedures may apply)

The second floor will be the Administrative Offices for Nevada Health Centers, Inc. This will be approximately 11,500 SF, which will include the Executive Staff, Call Center, MIS, Community Outreach, HR, and Support Staff. The hours of Operation for the Administrative Offices are 8am-5pm, Monday-Friday.

This location will allow Nevada Health Centers, Inc. to expand and consolidate existing medical services and bring jobs into the City of Las Vegas for the benefit of both Nevada Health Centers, Inc. and the surrounding community.

Respectfully Submitted,

Benjamin Girardin, AIA, NCARB, LEED AP
Principal Architect

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JAN 2 3 2011

3579 Red Rock Street
Las Vegas, Nevada 89103

P. (702) 870-7076
F. (702) 258-6326
www.10NINE.com

SDR-40766

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

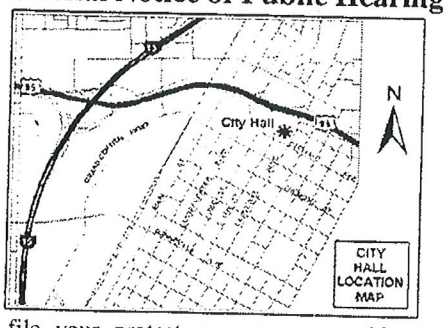
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

RECEIVED
FEB 25 2011

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 Department of Planning, Case Planning Division 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 yes [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40766

Planning Commission Meeting of 3/8/2011

Case: SDR-40766

13921416001
R L T PROPERTIES NEVADA L L C
1775 N MARTIN LUTHER KING BLVD
LAS VEGAS NV 89106-2101

25 KRDGM11 89106

RECEIVED
FEB 28 2011

13A

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

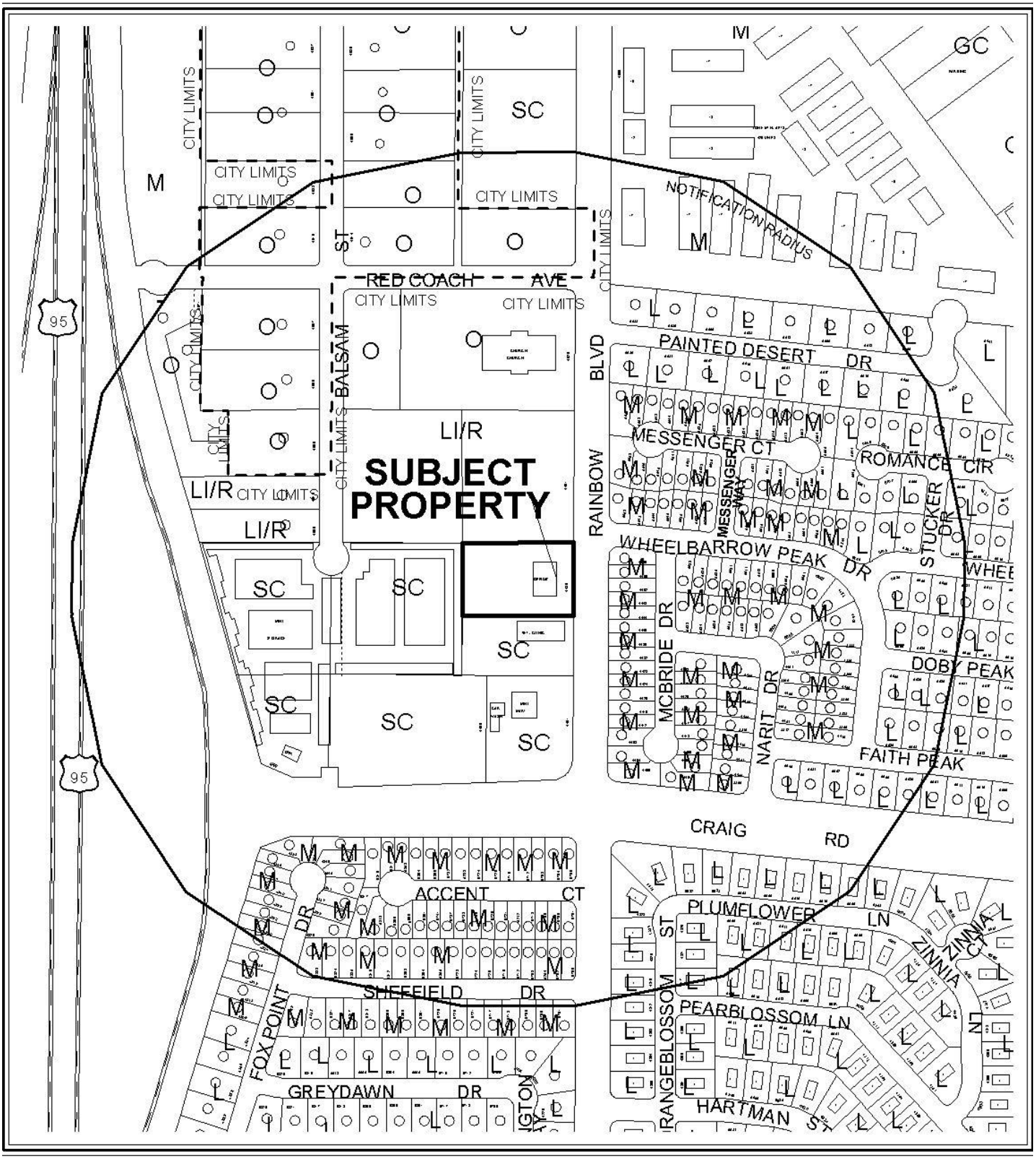
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-39489 – ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC - Request for a General Plan Amendment FROM: SC (SERVICE COMMERCIAL) TO: LI/R (LIGHT INDUSTRY/RESEARCH) on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**2**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-39489, ZON-39490, VAR-39492 and SDR-39491
3. Supporting Documentation
4. Photos -GPA-39489, ZON-39490, VAR-39492 and SDR-39491
5. Justification Letter - GPA-39489, ZON-39490, VAR-39492 and SDR-39491
6. Protest Postcards for GPA-39489 and ZON-39490
7. Backup referenced from the October 21, 2010 Planning Commission Meeting for Items GPA-39489, ZON-39490, VAR-39492 and SDR-39491



CASE: **GPA-39489**

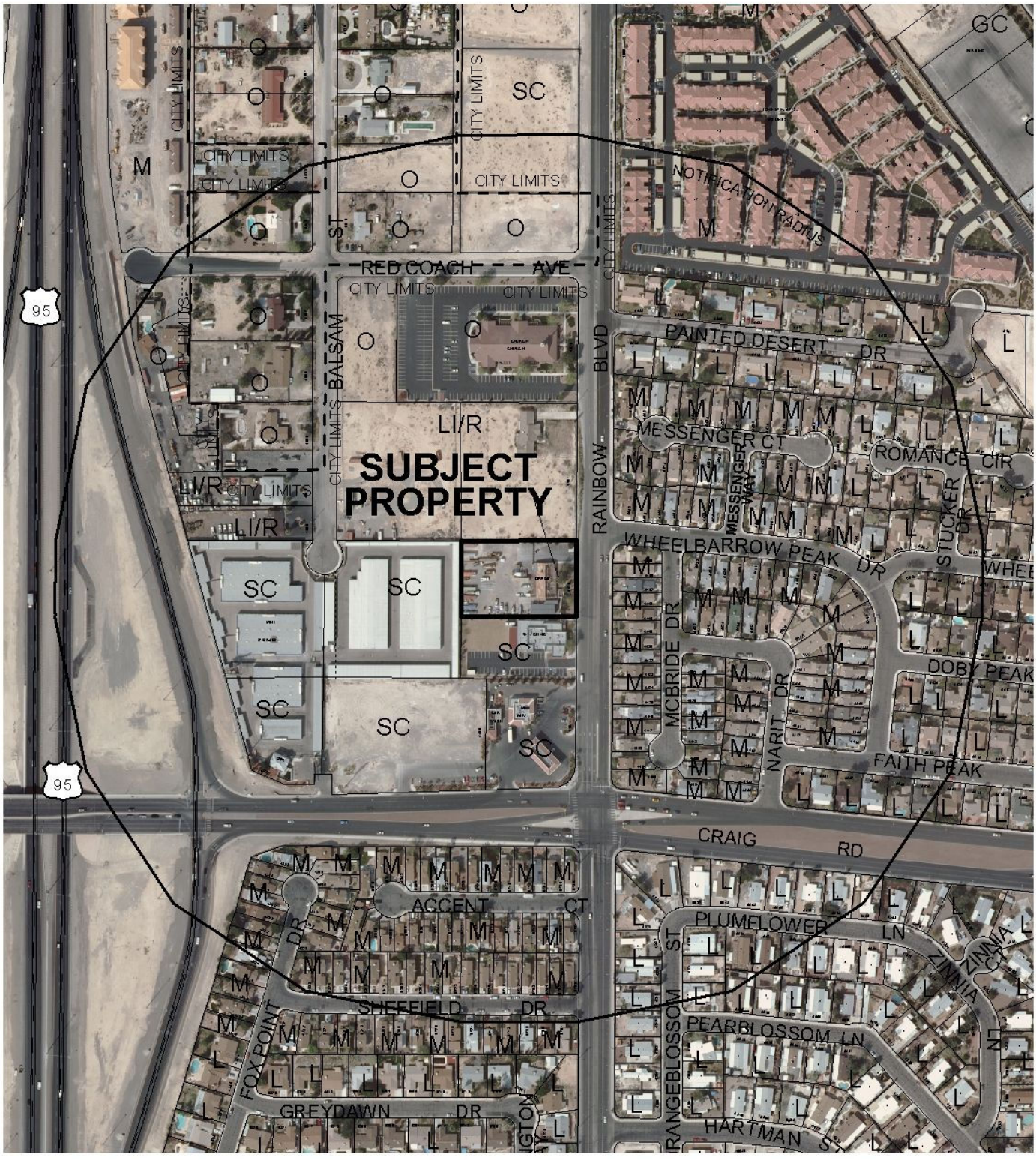
RADIUS: 1000 FT

0 300 600 Feet

GENERAL PLAN LAND USE OF SUBJECT PROPERTY : C-1 (LIMITED COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY :
C-M (COMMERCIAL/INDUSTRIAL)

N



CASE: **GPA-39489**

RADIUS: 1000 FT

0 300 600 Feet

GENERAL PLAN LAND USE OF SUBJECT PROPERTY : C-1 (LIMITED COMMERCIAL)

PROPOSED GENERAL PLAN LAND USE OF SUBJECT PROPERTY :
C-M (COMMERCIAL/INDUSTRIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE MARCH 16, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-39489	Staff recommends DENIAL.	
ZON-39490	Staff recommends DENIAL.	GPA-39489
VAR-39492	Staff recommends DENIAL, if approved subject to conditions:	GPA-39489 ZON-39490
SDR-39491	Staff recommends DENIAL, if approved subject to conditions:	GPA-39489 ZON-39490 VAR-39492

**** CONDITIONS ****

VAR-39492 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-39489) and Rezoning (ZON-39490), and conformance to the Conditions of Approval for Site Development Plan Review (SDR-39491) shall be required, if approved.

2. Conformance to the approved conditions for Rezoning (ZON-1112).

3. 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.

4. Prior to occupancy, all necessary building permits for all structures 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-39491 CONDITIONS

Planning and Development

1. Approval of General Plan Amendment (GPA-39489) and Rezoning (ZON-39490), and conformance to the Conditions of Approval for Variance (VAR-39492) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and landscape plan stamped 10/01/10, and building elevations, date stamped 09/24/10, except as amended by conditions herein.

4. A Waiver from Title 19.12.040 is hereby approved, to allow a seven-foot landscape buffer along a portion of the south perimeter where eight feet is required.

5. An Exception from Title 19.10.010 is hereby approved, to allow eight parking lot trees where 14 are required.

6. The outdoor storage area shall be screened from view from Rainbow Boulevard by a screening device of at least eight feet in height. Outdoor storage of equipment for rent shall not occur in required parking spaces or landscape buffer zones.

7. Business hours shall be 6:30 a.m. to 6:30 p.m., Monday through Friday.

8. No equipment in its stored position shall be taller than 14 feet in height.

9. 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 10/01/10. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

10. Prior to occupancy, all necessary building permits for all structures 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.

11. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

12. A revised site plan shall be submitted to and approved by the Planning and Development Department, prior to the time application is made for a building permit, to indicate capping of the gap between the rear walls of the proposed building and the existing building located on the east property line of APN 138-03-602-012. The gap shall not exceed eight inches pursuant to Title 19.12.075.

13. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

14. 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).

15. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

16. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

17. 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.

18. 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.

19. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

20. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

21. Remove all substandard sidewalk and sidewalk ramp improvements adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.

22. 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.

23. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing final grade elevations and drainage patterns for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site contains an existing 4,011 square-foot office building and parking on 1.21 acres at 4485 North Rainbow Boulevard. The applicant proposes to construct a 9,000 square-foot Heavy Machinery and Equipment (Rental, Sales and Service) building at the rear of the property. The building design requires variances of side and rear yard setbacks, and the parking lot design requires an exception of landscaping requirements. In order to allow the proposed use on this site, a General Plan Amendment to change the land use designation from SC (Service Commercial) to LI/R (Light Industry/Research) and a Rezoning from C-1 (Limited Commercial) to C-M (Commercial/Industrial) are required. The uses and zoning districts that would be allowed by the proposed land use amendment and rezoning would not be compatible with surrounding land uses and districts; staff therefore recommends denial of the General Plan Amendment and Rezoning. The Variance request is self-imposed and the alleged hardship is not due to the physical characteristics of the property; staff therefore recommends denial. As the proposed changes to the site require a variance, and the proposed use requires changes in land use and zoning designations that staff cannot support, staff also recommends denial of the Site Development Plan Review. If these requests are denied, the site shall remain as it is. A future Site Development Plan Review would be required for further site development.

ISSUES

- A Variance is required prior to approval of a Site Development Plan Review to allow a zero-foot side yard setback along the north property line where 10 feet is required and a zero-foot rear yard setback where 20 feet is required.
- A Waiver of Title 19.12.040 is required to allow a seven-foot perimeter landscape buffer along a portion of the south property line where eight feet is required. The waiver is requested to allow for a sidewalk that encroaches into the proposed south landscape buffer. Staff recommends approval of this waiver.
- All previous Site Development Plan Review and Special Use Permit approvals on the site have expired.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/11/97	The City Council approved a Rezoning (Z-0011-97) from N-U (Non-Urban) to C-1 (Limited Commercial) of approximately 2.63 acres generally located north of Craig Road, east of the Oran K. Gragson Highway, west of the subject site. The Rezoning included approval of a Plot Plan and Special Use Permit for a 64,953 square-foot expansion of an existing 77,400 square-foot mini-warehouse facility. The Planning Commission and staff recommended approval.
01/11/99	The City Council approved the Annexation (A-0013-98) of approximately 1.43 gross acres located at 4485 North Rainbow Boulevard into the City of Las Vegas. The Planning Commission and staff recommended approval. The annexation became effective on 01/22/99.
07/12/99	The City Council approved a Rezoning (Z-0029-99) from R-E (Residence Estates) to C-1 (Limited Commercial) on 1.22 acres at 4485 North Rainbow Boulevard. The Planning Commission and staff recommended approval. The Resolution of Intent expired on 07/12/00.
12/18/02	The City Council approved a Rezoning (ZON-1112) from R-E (Residence Estates) to C-1 (Limited Commercial) on 1.22 acres at 4485 North Rainbow Boulevard. The Planning Commission and staff recommended approval.
02/04/04	The City Council approved Ordinance #5668, which amended the Official Zoning Map to change the zoning on the subject site from R-E (Residence Estates) to C-1 (Limited Commercial).
01/19/05	The City Council approved a Special Use Permit (SUP-5554) for a proposed Auto Detail Facility at 4485 North Rainbow Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a related Site Development Plan Review (SDR-5553) for a proposed 2,220 square-foot Auto Detail Facility and waivers of parking lot, perimeter and foundation landscaping standards on 1.21 acres at 4485 North Rainbow Boulevard. The Planning Commission and staff recommended approval.
02/22/07	The Planning Commission approved a Major Amendment (SDR-19122) of a previously approved Site Development Plan Review (SDR-5553) for a proposed two-story, 4,364 square-foot Auto Detail Facility at 4485 North Rainbow Boulevard. Staff recommended approval. This approval expired 02/22/09.
03/07/07	The City Council approved an Extension of Time (EOT-19400) of a previously approved Special Use Permit (SUP-5554) for a proposed Auto Detail Facility at 4485 North Rainbow Boulevard. Staff recommended approval. The approval expired 01/19/09.

08/20/08	The City Council approved a General Plan Amendment (GPA-28388) from O (Office) to LI/R (Light Industry/Research) on 5.62 acres at 4505 and 4515 Balsam Street, 4491 North Rainbow Boulevard and 2.39 acres located 300 feet south of Red Coach Avenue on Balsam Street. The Planning Commission recommended approval. Staff recommended denial.
	The City Council approved a Rezoning (ZON-28389) from R-E (Residence Estates) and U (Undeveloped) [O (Office) General Plan Designation] to C-PB (Planned Business Park) and M (Industrial) on 5.62 acres at 4505 and 4515 Balsam Street, 4491 North Rainbow Boulevard and 2.39 acres located 300 feet south of Red Coach Avenue on Balsam Street. The Planning Commission recommended approval. Staff recommended denial.
	The City Council approved a Variance (VAR-28392) to allow a 4.62 acre C-PB (Planned Business Park) Zoning District where 20 acres is the minimum site area required and to allow a 10-foot side setback where 50 feet is required for an M (Industrial) District located adjacent to a residential district on 5.62 acres at 4505 and 4515 Balsam Street, 4491 North Rainbow Boulevard and 2.39 acres located 300 feet south of Red Coach Avenue on Balsam Street. The Planning Commission recommended approval. Staff recommended denial.
	The City Council approved a Petition to Vacate (VAC-28393) a 60-foot wide portion of Balsam Street located approximately 300 feet south of Red Coach Avenue. The Planning Commission recommended approval. Staff recommended denial.
	The City Council approved a Site Development Plan Review (SDR-28390) for a proposed 51,250 square-foot Warehouse Center with 18,100 square feet of office with waivers to allow a 10-foot landscape buffer on the eastern property line where 15 feet is required and a zero-foot landscape buffer on the western and portions of the southern property line where eight feet is required on 5.62 acres at 4505 and 4515 Balsam Street, 4491 North Rainbow Boulevard and 2.39 acres located 300 feet south of Red Coach Avenue on Balsam Street. The Planning Commission recommended approval. Staff recommended denial.
02/17/09	A Code Enforcement case (74600) was processed for storing equipment and vehicles on an unpaved lot at 4485 North Rainbow Boulevard. The case was closed by Code Enforcement on 03/04/09.
04/30/09	A Code Enforcement case (77677) was processed for storing commercial trucks and operating a business out of a temporary trailer without proper zoning approvals at 4485 North Rainbow Boulevard. The case was closed by Code Enforcement on 03/05/10.
10/21/10	The Planning Commission voted (6-0-1/rt) to recommend DENIAL of companion items GPA-39489, ZON-3990, VAR-39492 and SDR-39491 (PC Agenda Items #39-42/ss).
11/17/10	The City Council voted to hold this item in abeyance to the December 15, 2010 City Council meeting.

12/15/10	The City Council voted to hold this item in abeyance to the March 16, 2011 City Council meeting
03/16/11	The City Council voted to hold this item in abeyance to the April 6, 2011 City Council meeting

Most Recent Change of Ownership	
04/29/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/19/04	A building permit (#04006226) was issued for city design block walls at 4485 North Rainbow Boulevard. A final inspection was completed on 03/31/04.
02/14/07	A business license (A01-01335) was issued for an administrative office at 4485 North Rainbow Boulevard. The license was marked out on 11/27/07.
07/17/08	A business license (Q13-01135) was issued for a law firm at 4485 North Rainbow Boulevard. The license is still active.
08/28/08	A business license (B20-00912) was issued for a business support service (paralegal services) at 4485 North Rainbow Boulevard. The license is still active.
09/18/08	A business license (C11-07585) was issued for an electrical contractor at 4485 North Rainbow Boulevard. The license is still active.
03/24/09	A business license (C11-11397) was issued for an electrical contractor at 4485 North Rainbow Boulevard. The license is still active.
04/07/09	A building permit (137098) was issued for an interior remodel tenant improvement for certificate of occupancy at 4485 North Rainbow Boulevard. A final inspection has not yet been completed.
	A building permit (137104) was issued for non-structural demolition at 4485 North Rainbow Boulevard. A final inspection was completed on 04/16/10.
08/14/09	An application (E02-90960) for a business license for equipment rental at 4485 North Rainbow Boulevard was submitted for staff review. Staff denied the application on 08/18/09. The application was closed out on 02/10/10 at request of the applicant.
04/29/10	A building permit (161965) was issued for city design block walls and engineering to add courses to existing block walls at 4485 North Rainbow Boulevard. A final inspection was completed on 06/28/10.
06/02/10	A building permit (164257) was issued for a city design eight-foot tall block wall on the north side of the site at 4485 North Rainbow Boulevard. A final inspection was completed on 06/28/10.

Pre-Application Meeting	
08/25/10	A pre-application meeting was held with the applicant, in which staff discussed preparations for submittal of General Plan Amendment, Rezoning, Variance and Site Development Plan Review applications. The following issues pertaining to the applications were discussed: • The proposed land use amendment is only compatible with the designation of the property to the north. The zoning district proposed is not compatible with the surrounding land uses and districts. • A Variance will be required to allow a zero-foot rear yard setback where 20 feet is required and a zero-foot side yard setback where 10 feet is required. • Existing and proposed fences and walls must be shown on the site plan. • If the property is rezoned as proposed, outdoor storage will be limited to the area allowed by Title 19. If rezoning is not approved, no outdoor storage will be allowed within the existing zoning district. • The existing driveway throat depth does not meet current standards. • Concerning Heavy Machinery and Equipment, only rental of equipment along with operators is proposed. The largest vehicle for rent would be a tractor trailer and flatbed.

Neighborhood Meeting	
09/20/10	A neighborhood meeting was held at the Santa Fe Station Casino Conference Facility at 4949 North Rancho Drive. Six members of the public, five members of the development team, three members of the City Council office staff and one staff member attended. Concerns from the public included the following: • Storage of hazardous materials • Fire access • How many heavy pieces of machinery will be stored at the site? • Truck traffic on Red Coach Avenue, Balsam Street and Rainbow Boulevard • Hours of operation • Will rental equipment be visible from the right-of-way (no cranes raised above the screen walls)? • No parking on Rainbow Boulevard • Expansion of industrial zoning and uses in the area An additional meeting will be held October 5, 2010 at 6:00 p.m. in the same location for those neighbors who attended the first meeting.

10/05/10	A follow-up voluntary neighborhood meeting was held at the Santa Fe Station Casino Conference Facility at 4949 North Rancho Drive. Planning and Development Department staff did not attend.

Field Check	
09/16/10	A field check was conducted on the subject site. The following items were noted: • The site contains a well maintained office building with extensive landscaping in the front yard. • Construction workers were improving the exterior of the existing building and erecting a large arched structure at the rear of the property. • The block wall along the north side of the property has been constructed at eight feet in height up to approximately 10 feet from the front of the property. • A narrow, solid wall (possible future sign) abuts the sidewalk in front of the existing building. • A banner advertising a business on the site was hung at the entrance to the existing office.

Details of Application Request	
Site Area	
Net Acres	1.21

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office	SC (Service Commercial)	C-1 (Limited Commercial)
North	Undeveloped (Approved Warehouse and Office)	LI/R (Light Industry/Research)	C-PB (Planned Business Park)
South	Veterinary Clinic	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family Dwelling, Detached	M (Medium Density Residential)	R-CL (Single Family Compact-Lot)
West	Mini-Warehouse	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.04 and 19.08, the following standards apply:

Standard	*Required/Allowed (C-M)*	*Provided*	*Compliance*
Min. Lot Size	N/A	52,942 SF	N/A
Min. Lot Width	100 Feet	185 Feet	Y
Min. Setbacks			
• Front (east)	10 Feet	50 Feet	Y
• Side (north and south)	10 Feet	0 Feet	N
• Rear (west)	20 Feet	0 Feet	N
Min. Distance Between Buildings	10 Feet	116 Feet	Y
Max. Lot Coverage	N/A	25 %	N/A
Max. Building Height	N/A	24 Feet	N/A
Max. Accessory Outdoor Storage Area	5%	5%	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, gated, roofed	Y
Mech. Equipment	Screened	Parapet screened	Y

Pursuant to Title 19.08.060, the following residential adjacency standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	72 Feet	315 Feet	Y
Adjacent development matching setback	10 Feet	275 Feet	Y
Trash Enclosure	50 Feet	186 Feet	Y

Existing Zoning	***Permitted Density***	***Units Allowed***
C-1	N/A	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-M	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
SC	N/A	N/A
Proposed General Plan	***Permitted Density***	***Units Allowed***
LI/R	N/A	N/A

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	7 Trees	9 Trees	Y
• South	1 Tree / 30 Linear Feet	9 Trees	11 Trees	Y
• East	1 Tree / 20 Linear Feet	7 Trees	14 Trees	Y
• West	1 Tree / 30 Linear Feet	0 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**23 Trees**	**34 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	14 Trees	8 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N*
• South	8 Feet		7 Feet	N
• East	15 Feet		30 Feet	Y
• West	8 Feet		0 Feet	N*
Wall Height	6 to 8 Feet Adjacent to Residential		8 Feet along north and south PL 12 Feet existing along west PL	Y

*A Waiver is not required along the north and west perimeter, as the applicant is requesting a variance to allow zero-foot building setbacks along the north and west property lines. No trees are required in the areas where the building is proposed.

Functional Classification of Street(s)	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Rainbow Boulevard – Secondary Collector	Master Plan of Streets and Highways	80	N

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Office, Other Than Listed	4,011 SF	1 space/300 SF GFA	14		14		Y
Heavy Machinery and Equipment (Rental, Sales and Service)	9,000 SF	1 space/250 SF GFA	36		36		Y
TOTAL SPACES REQUIRED			50		50		Y
Regular and Handicap Spaces Required			48	2	48	2	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Title 19.12.040(A) Perimeter Landscape Buffer: 8-foot landscape buffer along interior lot lines	7 feet along a portion of the south perimeter	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Title 19.10.010(J)(11) Parking Lot Design: 14 parking lot trees	8 parking lot trees	Approval

ANALYSIS

The subject site was previously located within unincorporated Clark County and was originally zoned for low density single-family residential uses. After annexation into the city in 1999, the site was rezoned to C-1 (Limited Commercial) and the existing residence was converted to a commercial office without finalized building permits. All previous site review and Special Use permit approvals have expired. At that time, growth factors indicated that rezoning to C-1 was appropriate for this site, as the area between U.S. 95 and Rainbow Boulevard was already mostly commercial and no longer attractive for low density residential development. Since then, the area has not significantly changed with respect to land development. This area remains predominantly commercial, with the exception of the property to the north, which was recently rezoned C-PB (Planned Business Park) to accommodate a proposed office and warehouse complex. Staff did not support the required entitlement requests for the change in land use, zoning and site development, as they were deemed not to be compatible with existing land uses and districts in the area. If approved, the proposed General Plan Amendment would allow zoning for any type of commercial use, which would include (for example) emergency ambulance services, construction material supply yards, major auto repair, heavy manufacturing, salvage yards, sexually oriented businesses and other intense uses. The proposed C-M (Commercial/Industrial) District would allow most of these uses as of right, which would not be compatible with the existing uses to the west and south, nor would they be compatible with single-family residential uses to the east. Staff therefore recommends denial of the General Plan Amendment and Rezoning requests, and subsequently, the requests for a setback Variance and Site Development Plan Review for the specific office and equipment rental building development.

The site plan indicates that the proposed 9,000 square-foot Heavy Machinery and Equipment (Rental, Sales and Service) building would be located at the rear of the property along the north and west property lines, mostly out of view from the adjacent right-of-way and as far as possible from neighboring residential uses. This location represents a 100 percent deviation from the required setback along both the west and north property lines. The building would abut an existing 12-foot tall mini-warehouse building along a majority of the west property line. The setback Variance required for approval of this site design is self-imposed by the applicant, and in no way has been prompted by the shape or physical constraints of the property; staff therefore recommends denial.

The proposed 24-foot tall building will be oriented toward the front of the property. Six bays with 14-foot tall roll-up doors are shown on the east elevation. Only one window will be provided, as the function of the building is for rental and maintenance of heavy machinery and related equipment, and the building will back up to an existing mini-warehouse building. The subject building has been designed to meet Title 19.08.050 Commercial Development Standards by providing relief and variation in materials and color to mitigate the negative effect of long and high walls. If approved, a condition of approval has been added to require the use of materials to cap any gaps between the rear exterior wall of the proposed building and the existing wall of the mini-warehouse building that could cause a safety issue or trap debris.

The development as designed does not meet Title 19.12 perimeter buffer width requirements along the north south and west property lines. A Waiver is required along the south perimeter to allow a required building exiting sidewalk to encroach one foot into the required eight-foot wide landscape buffer. As there would be no impact to the neighboring property, staff can support this waiver. No waivers are required for elimination of the required buffer areas where the proposed 9,000 square-foot building is to be located, as approval of a Variance to allow a zero-foot setback along the north and west property lines would legally allow the building to take the place of a landscape buffer. The proposed landscaping materials and buffers along the other edges of the site generally comply with Title 19 standards. Per Title 19.10, 24-inch box deciduous or evergreen trees are required at the ends of each parking row, and also in interior islands for each six parking spaces. Trees are provided at the end of each parking row, but no islands have been provided. Eleven additional trees are proposed within the perimeter planters to compensate for the deficiency in parking lot trees. Staff recommends approval of the associated exception, if the Site Development Plan Review is approved.

The site plan indicates that the number of parking spaces required by Title 19.04 and 19.10 for the existing and proposed uses on the site will be provided. Compact spaces are proposed along the north perimeter of the site; these constitute approximately 28 percent of the total.

An area along the southeast portion of the site is designated for outside storage. Per Title 19.04, Outside Storage, Accessory is a permitted use within the C-M District as long as no more than five percent of the lot area is used for storage, the area is screened from view of a public street by an eight-foot screening device and storage does not occur within required buffers or setback yards. The site plan indicates that the storage area represents approximately five percent of the total lot area. The plan shows that an existing six-foot wall along the south side of the storage area will be increased to eight feet in height to screen the area from view from Rainbow Boulevard. The storage area would not be located within any landscape buffer areas or setback yards. At no time is any equipment to be stored in an area designated for parking, as those spaces are required for the uses on the site.

There are no adopted plans for this area that would affect this site. Structures on this site are subject to a 175-foot height limit by North Las Vegas Airport Overlay requirements. The tallest proposed structure is 24 feet in height.

FINDINGS (GPA-39489)

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 property to the north of the subject site is designated LI/R (Light Industry/Research) and is approved for a warehouse and office complex. However, the predominant pattern of development in this area indicates that the subject site is more appropriate for commercial rather than the more intense industrial uses that are possible through the proposed LI/R category.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed LI/R (Light Industry/Research) is the most intense commercial land use category and allows all commercial and industrial zoning districts. Industrial zoning districts are inappropriate and incompatible with the existing adjacent C-1 (Limited Commercial) properties to the south and west and with R-CL (Single Family Compact-Lot) zoned properties to the west of Rainbow Boulevard. A potential M (Industrial) District on this site would not be compatible with the existing C-PB (Planned Business Park) District to the north of this site.

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 LI/R (Light Industry/Research) land use designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   There are no adopted plans for this area that would affect this site. Structures on this site are subject to a 175-foot height limit by North Las Vegas Airport Overlay requirements.

FINDINGS (ZON-39490)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   With approval of the associated General Plan Amendment to LI/R (Light Industry/Research), the proposed rezoning to the C-M (Commercial/Industrial) District will conform to the General Plan for this site.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed Heavy Machinery and Equipment (Rental, Sales and Service) use and other uses allowed by the C-M (Commercial/Industrial) District will not be compatible with existing residential uses to the east of the subject site and the limited commercial uses to the south and west of the subject site.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   There are no indicators that suggest that rezoning to C-M (Commercial/Industrial) is appropriate for this site. The area has not changed from the predominantly commercial development pattern along the east side of U.S. 95.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to the site is provided by Rainbow Boulevard, a 90-foot wide Secondary Arterial. These facilities will be adequate to meet the requirements of the proposed C-M (Commercial/Industrial) District.

FINDINGS (VAR-39492)

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 a building that does not meet the setbacks prescribed by the C-M (Commercial/Industrial) zoning district. Redesign of the proposed building to increase the setbacks 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-39491)

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development requires amendments to be made to the existing land use and zoning designations for the subject site that are not compatible with neighboring development and also requires a variance from Title 19 setback requirements. Therefore, the proposed development is not compatible with adjacent development.

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 Heavy Machinery and Equipment (Rental, Sales and Service) development is consistent with Title 19 Commercial Development Standards and parking standards; however, the development does not meet Title 19.12 perimeter buffer requirements, 19.10 parking lot landscaping requirements and Title 19.08 setback standards for the C-M (Commercial/Industrial) District.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided by Rainbow Boulevard, a 90-foot wide Secondary Arterial. Rainbow Boulevard may be impeded by truck traffic entering or exiting the site.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The building materials provided, including decorative concrete masonry units and aluminum, are adequate for the intended use and the building's proposed location away from street frontage. Landscaping materials proposed to be added are appropriate for this 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 proposed building design meets Title 19.08.050 Commercial Development Standards by employing pop outs and variation in materials and color. The building will mostly be obscured from view from Rainbow Boulevard. This design is harmonious and compatible with the adjacent mini-warehouse to the west.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development will be subject to inspection during both building construction and business licensing and will therefore not compromise the public health, safety and general welfare.

PLANNING COMMISSION ACTION
There was one speaker in opposition at the Planning Commission hearing.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 282 (By City Clerk)

APPROVALS 2

PROTESTS 10

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-39489** APN: 138-03-602-013

Name of Property Owner: Sagebrush Property Ventures

Name of Applicant: Sequoia Electric

Name of Representative: Pacific Design Concepts - Richard Gallegos

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: BLAKE BARSY

Subscribed and sworn before me

This 7th day of September, 20 10

_____

Notary Public in and for said County and State

COUNTY: CLARK
STATE: NEVADA

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. September 21, 2013

RECEIVED
SEP 07 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) 4485 N. Rainbow Blvd.

Project Name Rainbow & Craig Sequoia Elect. **Proposed Use** Industrial

Assessor's Parcel #(s) 138-03-602-013 **Ward #** 4

General Plan: existing SC proposed LI/R **Zoning:** existing C-1 proposed CM

Commercial Square Footage 8,880 **Floor Area Ratio** N/A

Gross Acres 1.21 **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER Sagebrush Property Ventures **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 454-9842 **Fax:** 454-7842

City Las Vegas **State** NV **Zip** 89108

E-mail Address

APPLICANT Sequoia Electric **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 839-9047 **Fax:** 454-7842

City Las Vegas **State** NV **Zip** 89108

E-mail Address

REPRESENTATIVE Pacific Design Concepts **Contact** Richard Gallegos

Address 3005 W. Horizon Ridge Pkwy #200 **Phone:** 454-9842 **Fax:** 454-7842

City Henderson **State** NV **Zip** 89052

E-mail Address rchardg@pacdesignconcepts.com

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name BLAKE BARSY

Subscribed and sworn before me

This 7th day of September, 20 10.

[signature] Notary Public in and for said County and State COUNTY CLARK STATE NEVADA

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. Sept. 14, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	GPA-39489
Meeting Date:	10/21/10 PC
Total Fee:	$2,000
Date Received:*	9/7/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

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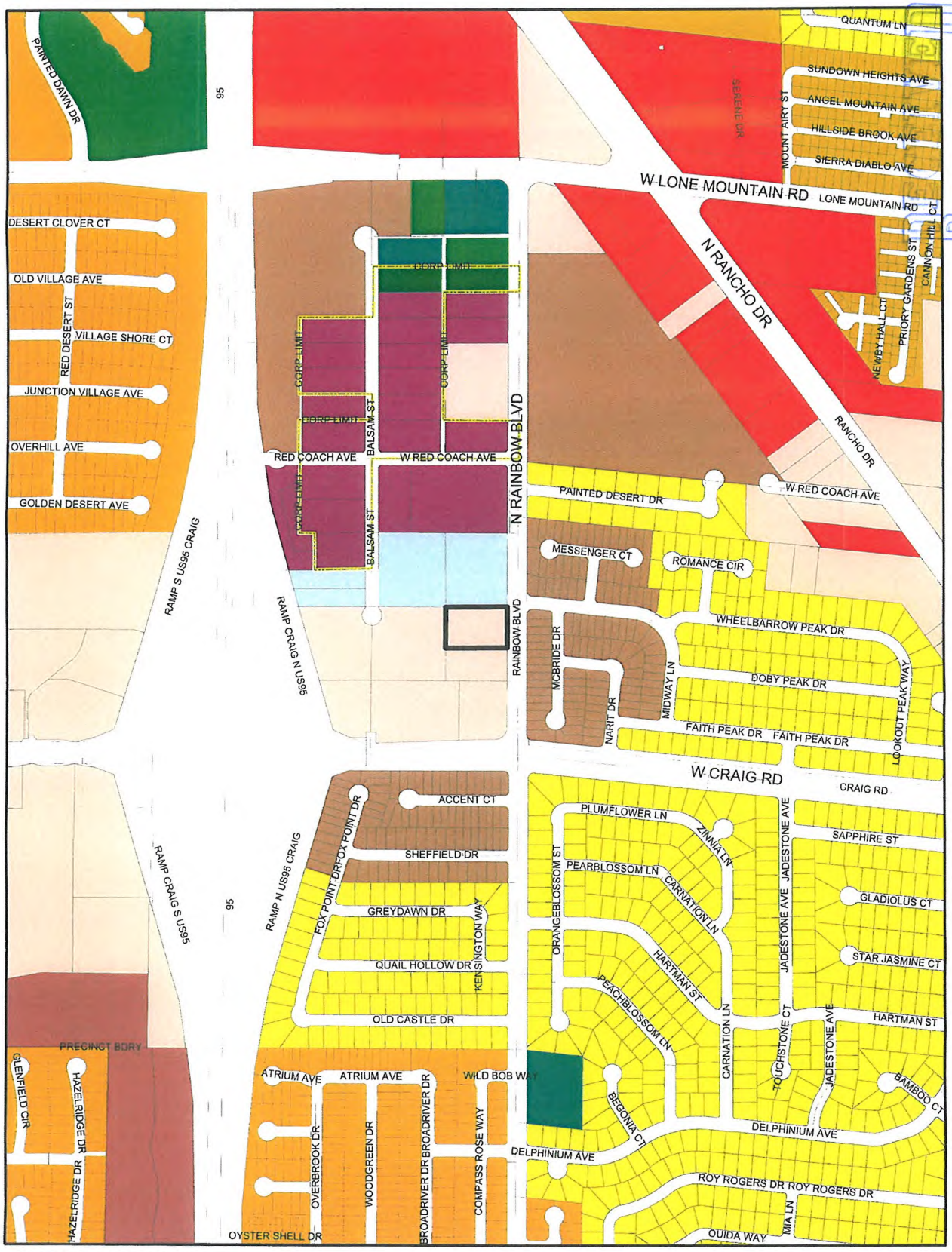
GENERAL PLAN AMENDMENT Parcel: 138-03-602-013



GENERAL PLAN AMENDMENT

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

FROM SC TO LI/R

GPA-39489

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only. Geographic Information System Planning & Development Dept 702 229-6301

PLANNING & DEVELOPMENT

Printed: September 03, 2010



GPA-39489, ZON-39490, VAR-39492 & SDR-39491 - APPLICANT: SEQUOIA ELECTRIC - OWNER
SAGEBRUSH PROPERTY VENTURES, LLC
4485 NORTH RAINBOW BOULEVARD

09/16/10



GPA-39489, ZON-39490, VAR-39492 & SDR-39491 - APPLICANT: SEQUOIA ELECTRIC - OWNER SAGEBRUSH PROPERTY VENTURES, LLC
4485 NORTH RAINBOW BOULEVARD

09/16/10



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GPA-39489, ZON-39490, VAR-39492 & SDR-39491 - APPLICANT: SEQUOIA ELECTRIC - OWNER SAGEBRUSH PROPERTY VENTURES, LLC
4485 NORTH RAINBOW BOULEVARD

09/16/10

pacific design concepts, llc PDC
3005 w. horizon ridge pkwy., #200, henderson, nv 89052 (702) 454-5842 fax (702) 454-7842

September 23, 2010
September 30, 2010 Revised

City of Las Vegas
731 S. 4th Street
Las Vegas, NV 89101

Attn: Romeo Gumarang-Planner

RE: RAINBOW & CRAIG SEQUOIA ELECTRIC **PROJECT NO-10-129**
APN: 138-03-602-013
GENERAL PLAN AMENDMENT, ZONE CHANGE, SITE DEVELOPMENT REVIEW & VARIANCE JUSTIFICATION LETTER

Dear Romeo,

We respectfully request favorable consideration for the above referenced project for a General Plan Amendment, Zone Change, Site Development Review & Variance.

General Plan Amendment Justification
The proposed General Plan Amendment is from SC to LI-R. The subject property is contiguous to industrial planned uses to our North & West.

This request is appropriate base on the following finding of the facts;

1. The density and intensity of the proposed General Amendment is compatible with the existing adjacent land use designation;
2. The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts;
3. There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General plan designation; and
4. The proposed amendment conforms to other applicable adopted plans and policies.

Rezoning Justification
The proposed zone change is from C-1 to CM for a heavy equipment rental facility. The subject property is continuous to industrial zoned land to our North and West.

This request is appropriate based on the following finding of the facts;

1. The proposal conforms to the General Plan.
2. The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.
3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.
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.

Variance Justification
The proposed variance is to allow zero rear (West) setbacks where 20'-0" is required and a zero right side (North) set back where 10'-0" is required.

GPA-39489 ZON-39490
VAR-39492 SDR-39491
REVISED

This request is appropriate based on the following finding of the facts;

1. The variance is necessary for the preservation and enjoyment of the substantial property rights.
2. The property to our West has been granted a zero setback.
3. The granting of this request will not materially affect the health or safety on persons residing or working in The neighborhood and will not be materially detrimental to the public welfare or injurious to property or Improvements.
4. The granting of this request will not adversely affect the City of Las Vegas General Plan.

RECEIVED
OCT 01 2010

Site Development Review Justification
The proposed Site Development Plan is for a single story 9, 000 sq ft. heavy equipment rental building in conjunction with an existing 4, 011 sq. ft. office building on 1.21 acres.

This request is appropriate based on the following finding of the facts.

1. The proposed development is compatible with adjacent development and development in the area.
2. The proposed development is consistent with the General Plan, Title 19 and the Design Standards Manual, the landscape, wall and buffer Standards, and other duly-adopted city plans, policies and standards.
3. 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.
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.
6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Waiver Requested
We respectfully request a waiver to allow a 7'-0" wide landscape buffer for a length of approximately 25 feet. Where 8'-0" is required. The waiver is necessary to comply with the exit requirements and ADA laws requiring minimum sidewalk widths.

Exception Requested
We respectfully request to allow 8parking lot tress where 14 are required. We have provided 6 additional trees at the perimeter to offset the deficient parking lot trees so that the total quantity of trees has been provided.

Applicant will provide appropriate closure material and method to eliminate gap between existing building and proposed building at west property line and to meet title 19 requirements.

Should you have any questions or require additional information please contact our office.

Sincerely,

Richard C. Gallegos
Principal

RCG/pt

Cc: .js.lt.sdr.clv

GPA-39489 ZON-39490
VAR-39492 SDR-39491
REVISED

11/07/2010 SUN 20:49 [TX/RX NO 8496] 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
0004279218 NOV 05 2010
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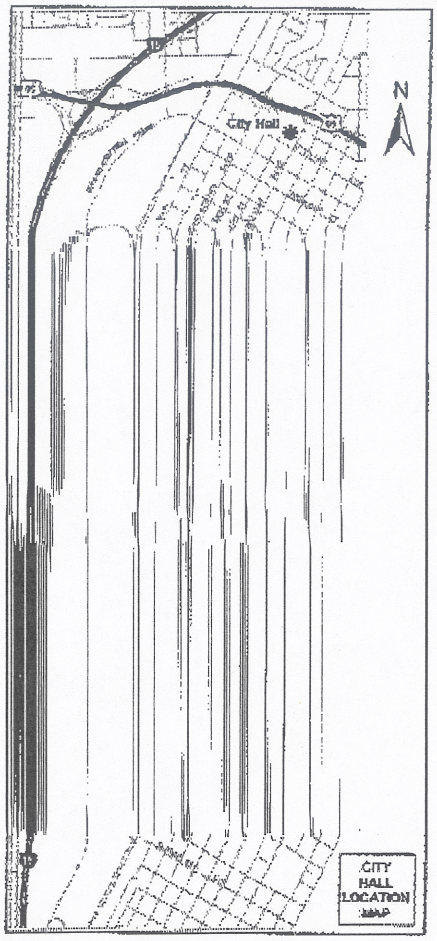
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the 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-39489 & ZON-39490
City Council Meeting of 11/17/2010

RECEIVED
CITY CLERK
2010 NOV -8 A 9:28

PAPE DONALD J
OAKLEAF NANETTE E
6649 MESSENGER CT
LAS VEGAS NV 89108-5744

APN#13802210031

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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NOV 05 2010
MAILED FROM ZIP CODE 89101

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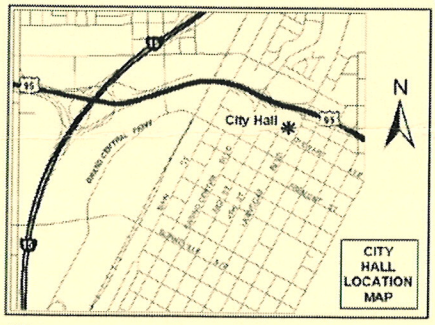

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☒ I OPPOSE this Request

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GPA-39489 & ZON-39490

City Council Meeting of 11/17/2010

RECEIVED
CITY CLERK
2010 NOV 10 A 11:25

RAYNER ELMO JR & JO ANNE R
6600 PAINTED DESERT DR
LAS VEGAS NV 89108-5718

APN#13802201006

109/110

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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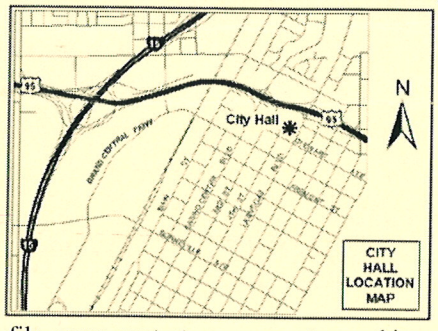

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GPA-39489 & ZON-39490
City Council Meeting of 11/17/2010

2010 NOV 15 P 1:03 RECEIVED CITY CLERK

FLORES JOSE E & CHRISTINA Q TR
FLORES JOSE E & CHRISTINA Q TRS
7541 ISLEY AVE
LAS VEGAS NV 89147-4001

APN#13803710017

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 ZIP CODE 89101

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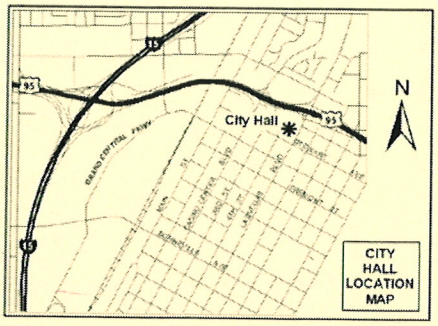
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

GPA-39489 & ZON-39490
City Council Meeting of 11/17/2010

2010 NOV 15 P 1:03 RECEIVED CITY CLERK

SHARED EQUITY INVESTMENTS L L C
790 E WATER ROCK LN
PAHRUMP NV 89060-1799

APN#13802211056

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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NOV 05 2010
MAILED FROM ZIP CODE 89101

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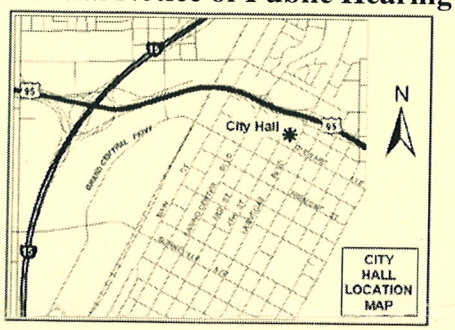
Official Notice of Public Hearing



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☒ I OPPOSE this Request

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GPA-39489 & ZON-39490
City Council Meeting of 11/17/2010

2010 NOV 15 P 1:08

RECEIVED
CITY CLERK

MAHONEY WILLIAM G
6628 RHINELANDER DR
LAS VEGAS NV 89108-5733

APN#13802211049

20.

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

$ 00.41⁴

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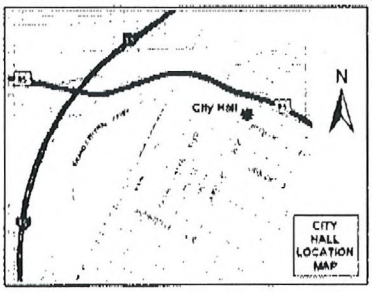
Official Notice of Public Hearing



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-39489 & ZON-39490
Planning Commission Meeting of 10/21/2010

Case: GPA-39489
13802211056
SHARED EQUITY INVESTMENTS L L C
790 E WATER ROCK LN
PAHRUMP NV 89060-1799

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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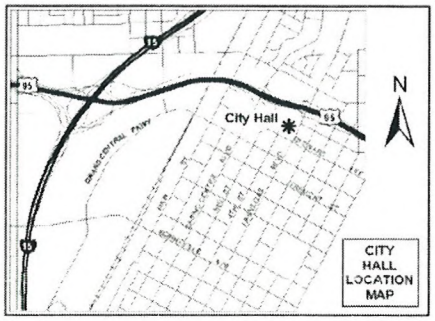

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GPA-39489 & ZON-39490
Planning Commission Meeting of 10/21/2010

Case: GPA-39489
13803710017
FLORES JOSE E & CHRISTINA Q TR
7541 ISLEY AVE
LAS VEGAS NV 89147-4001

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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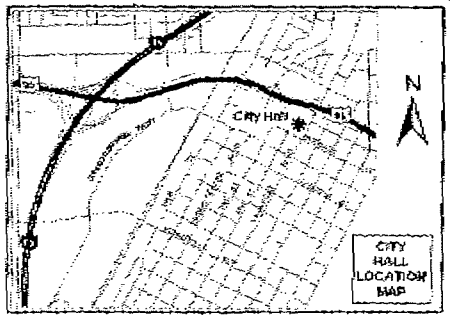

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39489 & ZON-39490

Planning Commission Meeting of 10/21/2010

Case: GPA-39489
13802210031
PAPE DONALD J
6649 MESSENGER CT
LAS VEGAS NV 89108-5744

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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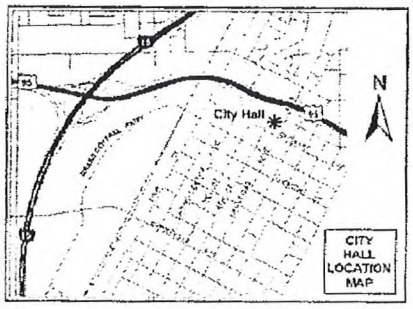

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GPA-39489 & ZON-39490

Planning Commission Meeting of 10/21/2010

Why are you allowing a heavy equipment in our area? You already ruined area with allowing all the crummy apt. ~~bldgs~~. Bldg's that Bring Low Lifes - More Robberies, vanals etc. Ofc Bldg's - not Big Equipment disrupting the neighborhood - What are you thinking? I oppose this

Case: GPA-39489
13802210044
WEIDNER ELVA L
1337 CASHMAN DR
LAS VEGAS NV 89102-2001

HAVOS11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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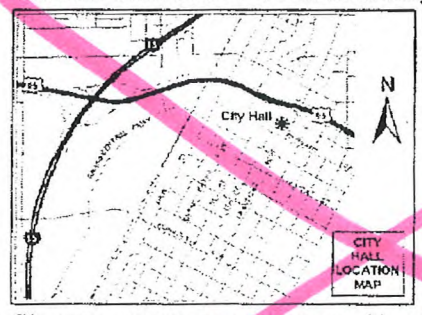

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39492 & SDR-39491

Planning Commission Meeting of 10/21/2010

Your phone line [illegible] is always Busy

Case: VAR-39492
13802210044
WEIDNER ELVA L
1337 CASHMAN DR
LAS VEGAS NV 89102-2001

HAVOS11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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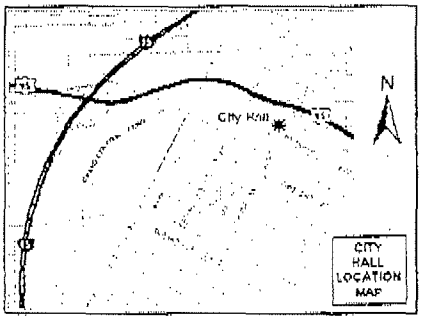

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39489 & ZON-39490
Planning Commission Meeting of 10/21/2010

Case: GPA-39489
13803602010
GRAGSON-BELTWAY BELCASTRO L L C
%R TORRES
3960 HOWARD HUGHES PKWY #150
LAS VEGAS NV 89169-5919

pacific design concepts, llc PDC
3005 w. horizon ridge pkwy., #200, henderson, nv 89052 (702) 454-5842 fax (702) 454-7842

October 6, 2010

City of Las Vegas
Planning and Development Department
731 S. Fourth Street

Attn: Steve Swanton, AICP

RE: RAINBOW & CRAIG-SEQUOIA ELECTRIC **PROJECT NO: 10-129**
GPA-39489, ZON-39490, SDR-39491, Var-39492

Dear Steve,

Pursuant to our phone conversation, attached is the list of proposed conditions that our neighbors have agreed to as it applies to the Equipment Rental Business:

1. Business days of week shall be Monday thru Friday.
2. Business hours shall be 6:30 A.M. until 6:30 p.m.
3. No diesel engine start ups before 7:00a.m.
4. Equipment shall be rented with an operator.
5. Equipment shall be stored inside the building or at the designated outside storage area.
6. No equipment in its stored position shall be taller than 14 feet in height.
7. Quantity of rental equipment and large vehicles shall be per the Exhibit Site Plan sheet AS1.03 dated 09-07-10
8. Business owner shall provide a point of contact for neighbors to reach out to with any concerns. Contact numbers are during business hours (702) 839-9047 and after business hours (702) 491-2972.
9. Property owner to restrict uses allowed in the C-M zone as agreed to by neighbors. The following list of excluded uses are;
    1. Boarding of Rooming House
    2. Rescue Mission Shelter for Homeless
    3. Gun Club Skeet or Target Rage Archery Club indoor and outdoor
    4. Sexually Oriented Business
    5. Auction House
    6. Auto repair Garage (Major) Open to Public
    7. Motor Vehicle Sales – New and Used
    8. Towing and Impound Yard
    9. Taxi Cab / Limo Yard
    10. Towing Service
    11. Manufacturing, Heavy
    12. Salvage or Reclamation of products (indoor)
    13. Recycling Collection Center
    14. Auto Pawn
    15. Bus Charter Services & Service Facility
10. Existing Monument Sign (externally Illuminated) shall remain.
11. Parking lot lighting shall conform to title 19 requirements including hooded and project downward. Light shall not spill into adjacent properties.

Submitted at Planning Commission

Date 10/21/10 Item 39-42

Summary of neighborhood meeting;

Two neighbors were in attendance and topics of discussion are as follows;

1. We informed the neighbors of plan changes as a result City of Las Vegas Planning staff comments.

2. We reviewed and agreed to the proposed conditions;

3. We reviewed possible CM uses and agreed to delete the undesirable ones.

Meeting started at 6:00 p.m. and concluded at 6:50 p.m.

Should you require additional information or have any questions please contact me at 702.454.5842.

Sincerely,



Richard C. Gallegos
Principal

RCG/PT

cc: 10-129.rl steve.swanton.10.06.10

Richard Gallegos

From: Bob [shooter727@cox.net]
Sent: Wednesday, October 20, 2010 10:21 PM
To: richardg@pacdesignconcepts.com
Subject: letter of support

Richard,
I am sorry to say that will not be able to join you at the Commission meeting due to my work schedule.
If you would, please pass this letter of support to the Commission for me.
I would like to tell them that all persons involved with Sequoia Electric and the respective representatives for the two council members who represent this area were knowledgeable, respectful, patient and willing to hear all of the concerns I put before them, and had or researched and answered to my satisfaction these concerns. As I see it, Sequoia Electric should be a welcome neighbor and will address any concerns in the future.

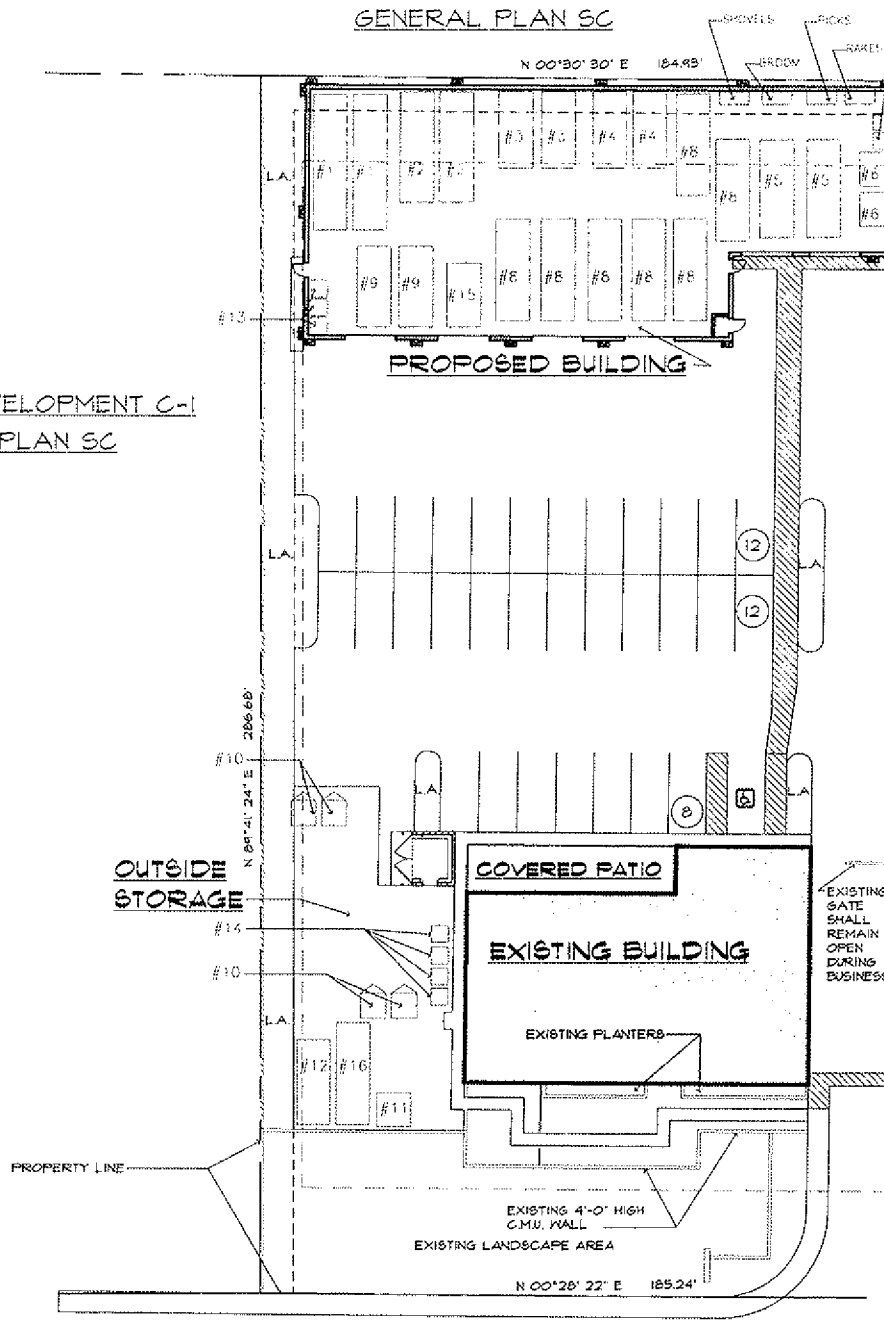
Sincerely,
Bob Fitzpatrick
4448 Mcbride Dr.
Las Vegas, NV 89108
702-574-8819

EXISTING MINI STORAGE BUILDING C-1

GENERAL PLAN SC

EXISTING DEVELOPMENT C-1

GENERAL PLAN SC



N. RAINBOW BLV

SITE PL

1" = 20'-0"

EXISTING RESIDENTIAL RC-L

GENERAL PLAN M

LEGEND

L.A.

P:\10-129 Rainbow & Craig-Sequoia\ARCH-CD\10-129 AS1 03 exhibit for Equipment.dwg plotted 10/21/2010 8:28 AM by Patricia Terrazas

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

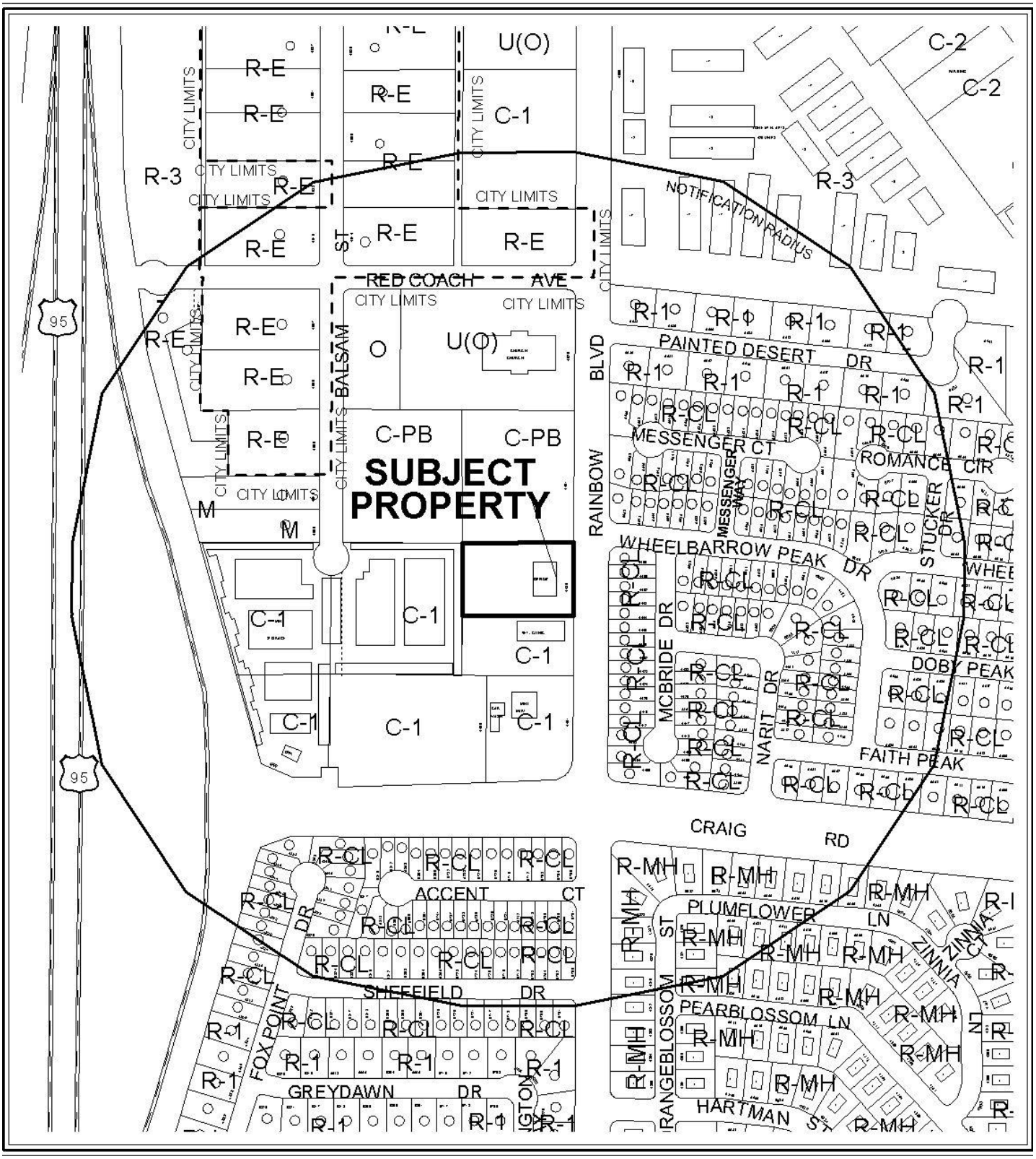
SUBJECT:
ZON-39490 – ABEYANCE ITEM - REZONING RELATED TO GPA-39489 - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC - Request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**2**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps – ZON-39490, VAR-39492 and SDR-39491
3. Supporting Documentation
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.



CASE: **ZON-39490; VAR-39492 AND SDR-39491**

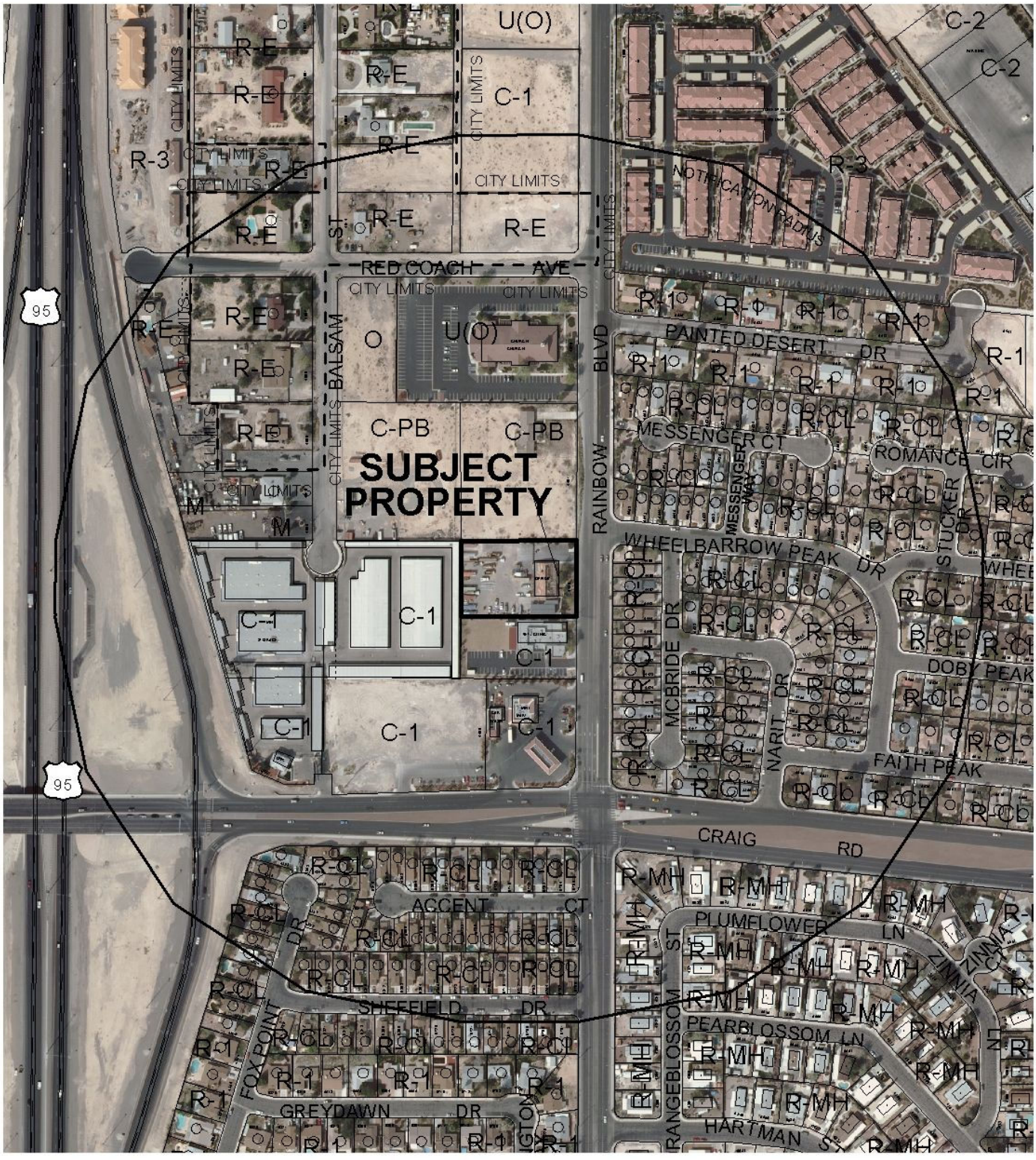
0 300 600 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N



CASE: **ZON-39490; VAR-39492 AND SDR-39491**

0 300 600 Feet

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)

N

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-39490** APN: 138-03-602-013

Name of Property Owner: Sagebrush Property Ventures

Name of Applicant: Sequoia Electric

Name of Representative: Pacific Design Concepts- Richard Gallegos

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: BLAKE BARSY

Subscribed and sworn before me

This 7th day of September, 20 10

Tammy J Powell

Notary Public in and for said County and State

COUNTY CLARK
STATE NEVADA

TAMMY J. POWELL
Notary Public State of Nevada
No. 93-1098-1
My appt. exp. Sept. 14, 2013

Revised 11-14-06

T:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
SEP 07 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: ZONE CHANGE

Project Address (Location) 4485 N. Rainbow Blvd.

Project Name Rainbow & Craig Sequoia Elect. **Proposed Use** Industrial

Assessor's Parcel #(s) 138-03-602-013 **Ward #** 4

General Plan: existing SC proposed H/R **Zoning:** existing C-1 proposed CM

Commercial Square Footage 8,880 **Floor Area Ratio** N/A

Gross Acres 1.21 **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER Sagebrush Property Ventures **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 454-5842 **Fax:** 454-7842

City LAS VEGAS **State** NV **Zip** 89108

E-mail Address

APPLICANT Sequoia Electric **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 839-9047 **Fax:** 454-7842

City LAS VEGAS **State** NV **Zip** 89108

E-mail Address

REPRESENTATIVE Pacific Design Concepts **Contact** Richard Gallegos

Address 3005 W. Horizon Ridge Pkwy #200 **Phone:** 454-5842 **Fax:** 454-7842

City LAS VEGAS **State** NV **Zip** 89052

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 BLAKE BARSY

Subscribed and sworn before me

This 7th day of September, 20 10.

[signature] Tammy Powell

Notary Public in and for said County and State COUNTY CLARK STATE NEVADA

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. Sept. 14, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-39490
Meeting Date:	10/21/10 PC
Total Fee:	$1,200
Date Received:*	9/7/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

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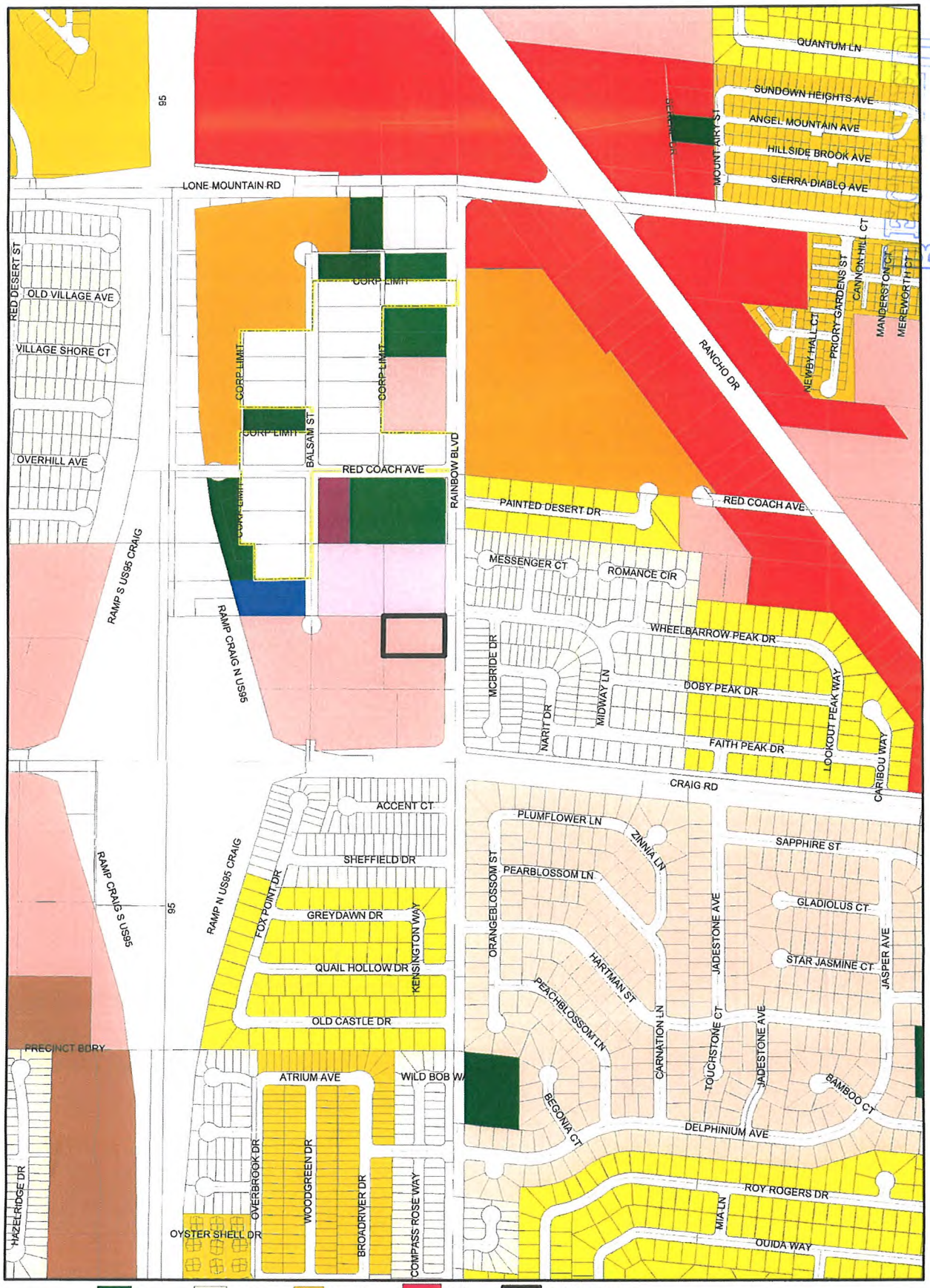
SEP 07 2010

REZONING Parcel: 138-03-602-013



ZONING

C-V	U	R-MH	R-MHP	PD	Subject Parcel
C-PB	R-A	R-CL	P-R	T-D	City Limits
P-C	R-E	R-2	N-S	TC	ROI Zoning
	R-D	R-3	O	C-2	
	R-PD	R-4	C-D	C-M	
	R-1	R-5	C-1	M	

FROM C-1 TO C-M

ZON-39490

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 03, 2010

Please refer to GPA-39489 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-39492 – ABEYANCE ITEM - VARIANCE RELATED TO GPA-39489 AND ZON-39490 - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC - Request for a Variance TO ALLOW A ZERO-FOOT REAR YARD SETBACK WHERE 20 FEET IS REQUIRED AND A ZERO-FOOT SIDE YARD SETBACK WHERE TEN FEET IS REQUIRED on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation – VAR-39492 and SDR-39491
3. Protest Postcards for VAR-39492 and SDR-39491
4. Backup referenced from the October 21, 2010 Planning Commission Meeting for Items VAR-39492 and SDR-39491

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-39492** APN: 138-03-602-013

Name of Property Owner: Sagebrush Property Ventures

Name of Applicant: Sequoia Electric

Name of Representative: Pacific Design Concepts-Richard Gallegos

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: BLAKE BARSY

Subscribed and sworn before me

This 7th day of September, 20 10

Tammy J Powell

Notary Public in and for said County and State

COUNTY CLARK STATE NEVADA

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. Sept. 14, 2013

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SEP 07 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: VARIANCE - ~~SPR~~

Project Address (Location) 4485 N. Rainbow Blvd.

Project Name Rainbow & Craig Sequoia Electric **Proposed Use** Industrial

Assessor's Parcel #(s) 138-03-602-013 **Ward #** 4

General Plan: existing SC proposed H/R **Zoning:** existing C-1 proposed CM

Commercial Square Footage 8,880 **Floor Area Ratio** N/A

Gross Acres 1.21 **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER Sagebrush Property Ventures **Contact** Blake Barsy

Address 4485 N. Rainbow **Phone:** 454-5842 **Fax:** 454-7842

City LAS VEGAS **State** NV **Zip** 89108

E-mail Address

APPLICANT Sequoia Electric **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 839-9047 **Fax:**

City LAS VEGAS **State** NV **Zip** 89108

E-mail Address

REPRESENTATIVE Pacific Design Concepts **Contact** Richard Gallegos

Address 3005 W. Horizon Ridge Pkwy #200 **Phone:** ~~454~~-5842 **Fax:** 454-7842

City HENDERSON **State** NV **Zip** 89052

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 BLAKE BARSY

Subscribed and sworn before me

This 7th day of September, 20 10.

[signature]

Notary Public in and for said County and State STATE NEVADA COUNTY CLARK

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. Sept. 14, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-39492
Meeting Date:	10/21/10 PC
Total Fee:	$1,030
Date Received:*	9/7/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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#1 EXISTING FENCE WALL @ SOUTH SIDE



#2 EXISTING FENCE WALL @ NORTH SIDE

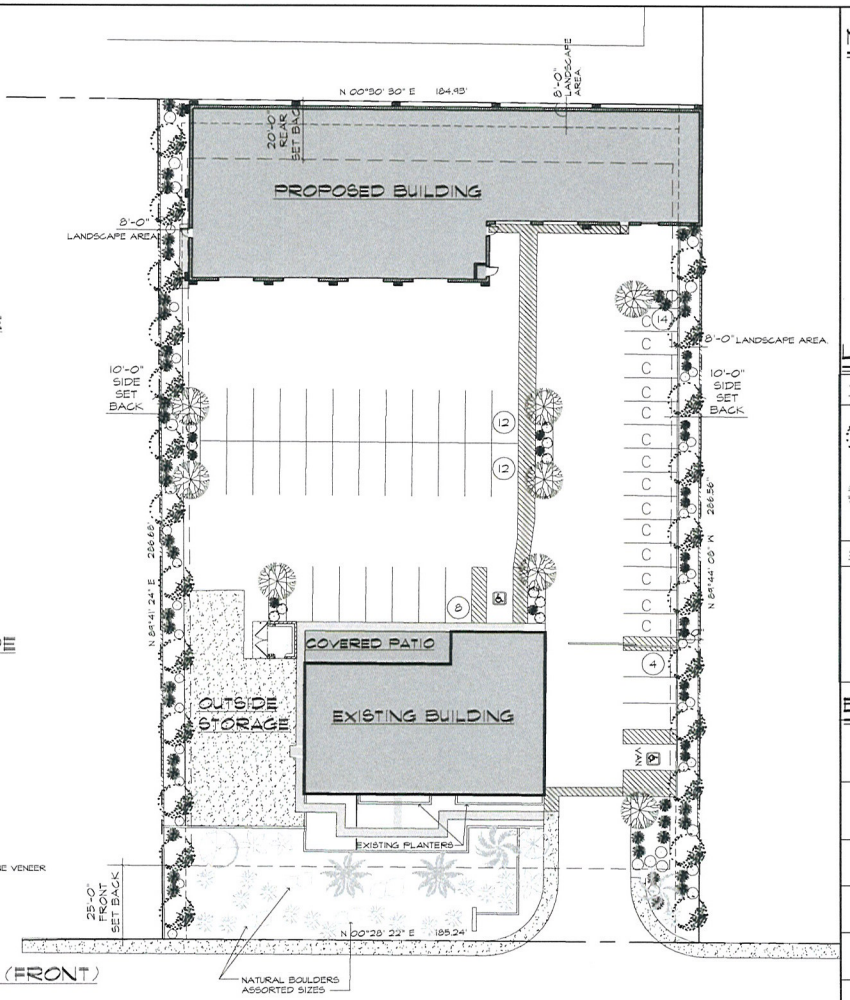


STONE VENEER

#3 EXISTING FENCE WALL @ EAST SIDE (FRONT)



EXISTING LANDSCAPE
AT FRONT OF EXISTING BUILDING



MISCELLANEOUS NOTES

1. ALL EXPOSED SOILS TO RECEIVE 2" THICK LAYER OF DECORATIVE GRAVEL OR DECOMPOSED GRANITE.
2. ALL TREES AND SHRUBS TO BE SPACED ACCORDING TO CITY OF LAS VEGAS MUNICIPAL CODE 14.12.040
3. ASSORTED 5 GAL SHRUBS TO COVER MORE THAN 60% OF LANDSCAPE AREA WITHIN TWO YEAS OF INSTALLATION
4. TREES SHALL NOT BE PLANTED WITHIN 5' OF A DEDICATED RIGHT-OF-WAY WHEN MATURE
5. ANY TREE WITHIN 5' OF A SIDEWALK / PAVED SURFACE AND/OR WALL SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD.
6. SWALE DESIGN PER FIGURE 30.64-9.
7. DECOMPOSED GRANITE COLOR: PALAMINO CORAL 1/2" SCREENED
   DECOMPOSED GRANITE SOURCE: VISTA ROCK LAS VEGAS, NEVADA
   DECORATIVE GRAVEL COLOR: RED SANDSTONE 3/4" 2/4"
   DECORATIVE GRAVEL SOURCE: STAR NURSERY LAS VEGAS, NEVADA
8. ALL LANDSCAPE AREAS TO RECEIVED COMPLETE AUTOMATIC PERMANENT UNDERGROUND DRIP IRRIGATION SYSTEM.

LANDSCAPE LEGEND

TREES	SIZE	Q	BOTANICAL NAME	COMMON NAME
	24" BOX	24	PISTACIA CHINENSIS	CHINESE PISTACHE
	24" BOX	8	ACACIA SP	ACACIA
SHRUBS	**SIZE**		**BOTANICAL NAME**	**COMMON NAME**
	5 GAL.	46	LEUCOPHYLLUM FRUTESCENS	TEXAS RANGER
	5 GAL.	46	AGAVE AMERICANA	INCENSE CEDAR
	5 GAL.	12	CALOCEDRUS DECURRENS	CENTURY PLANT

EXISTING LANDSCAPE LEGEND

	14'	2	EXISTING DATE PALMS TO REMAIN
	10'	4	EXISTING MEXICAN FAN PALMS TO REMAIN
	6'	2	EXISTING CANARY ISLAND DATE PALM TO REMAIN
	48" BOX	1	EXISTING MONDEL PINE TO REMAIN
	48" BOX	1	EXISTING EVERGREEN ELM TO REMAIN
	15 GAL.	16	EXISTING ERAPE MYRTLE TO REMAIN

PERIMETER TREES	
REQUIRED 1 PER 30 LINEAR FEET (540 L.F / 30) =	18 TREES
PROVIDED	= 24 TREES
PARKING LOT TREES	
REQUIRED 1 PER 6 STALLS	= 14 TREES
PROVIDED	= 8 TREES

LEGEND

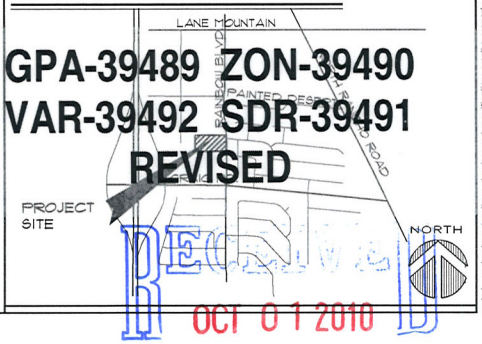
ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX. CROSS SLOPE W/1/2" MAX CHANGE IN ELEVATIONS

LANDSAPE PLAN

1" = 20'-0"

NORTH

LOCATION MAP/VICINITY:



GPA-39489 ZON-39490
VAR-39492 SDR-39491
REVISED

RECEIVED
OCT 01 2010

pacific design concepts, llc
3005 w. horizon ridge parkway, suite 200
henderson, nevada 89052
(702) 454-5842 fax (702) 454-7842

project title:
RAINBOW AND CRAIG
SEQUOIA ELECTRIC
4485 N. RAINBOW BLVD
LAS VEGAS, NV 89108

PRELIMINARY
NOT FOR CONSTRUCTION
09-07-10

sheet title:
LANDSCAPE PLAN

LAND USE SUBMITTAL

issue dates:
drawn by: PT
checked by: RCG
project no.: 10-129
revisions:

sheet no.
AL1.01

of sheets

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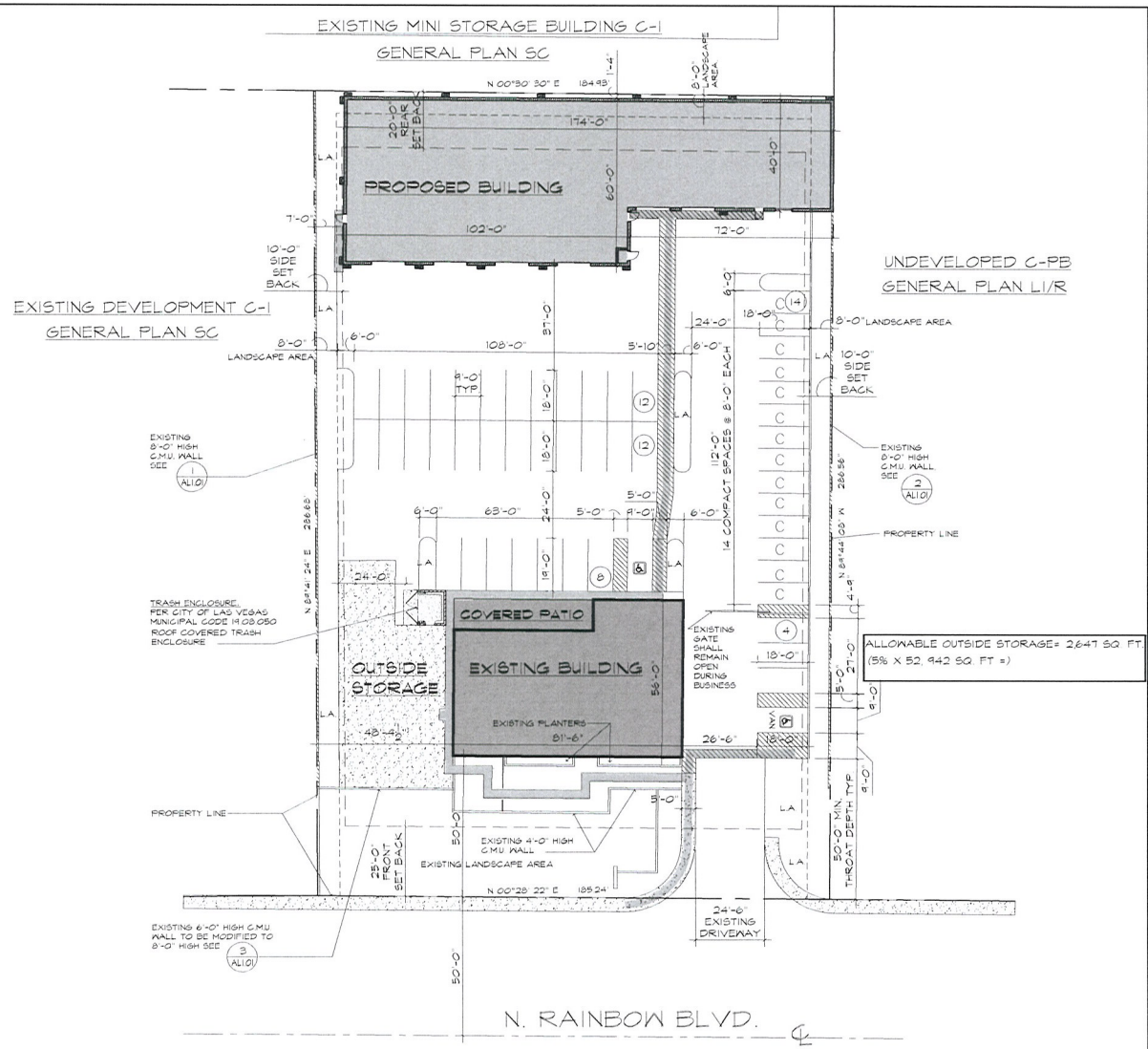


ARCHITECTURAL SITE PLAN

1" = 20'-0"

NORTH

LEGEND

ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX. CROSS SLOPE 1/1/2" MAX CHANGE IN ELEVATIONS

LANDSCAPE AREA

PROJECT DATA:

ASSESSORS PARCEL NUMBER:	138-03-601-013
ACTION REFERENCE NUMBER:	XX
DEVELOPMENT CODE:	TITLE 19- LAS VEGAS ZONING CODE ADOPTION DATE 04-30-2005
GOVERNING JURISDICTION:	CITY OF LAS VEGAS
SPECIAL OVERLAY DISTRICT(S)	N/A
GENERAL PLAN	SC
PROPOSED GENERAL PLAN	LI-R
EXISTING LAND USE ZONE	C-1
PROPOSED LAND USE ZONE:	C-M
SITE AREA:	1.21 ACRES/ 52,942.4 SF
LOT COVERAGE	24.34 % (BASED ON ROOF DRIP LINE)
BUILDING HEIGHT: ALLOWABLE:	N/A
ACTUAL:	24 FT.
OCCUPANCY GROUP: EXISTING BUILDING	B
OCCUPANCY GROUP: PROPOSED BUILDING	S-1
CONSTRUCTION TYPE: EXISTING BUILDING	V-B
CONSTRUCTION TYPE: PROPOSED BUILDING	III-B FULLY SPRINKLERED

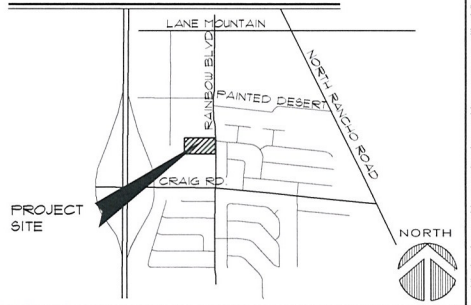
BUILDING AREA TABULATIONS

EXISTING BUILDING AREA:	4, 011 SQ. FT.
PROPOSED BUILDING AREA:	9, 000 SQ. FT.
TOTAL BUILDING AREA	13, 011 SQ. FT.

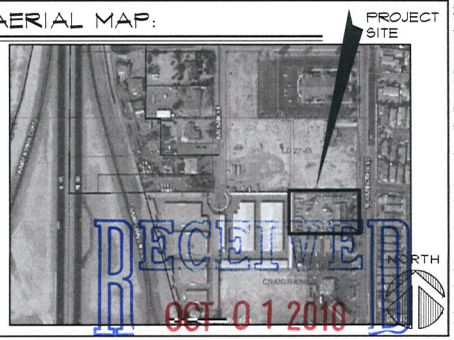
PARKING ANALYSIS

EXISTING BUILDING AREA 4, 011 SQ FT. / 300 = 13.37=	14 SPACES
PROPOSED BUILDING AREA 9, 000 / 250 =	36 SPACES
NUMBER OF PARKING SPACES REQUIRED	50 SPACES
NUMBER OF PARKING SPACES PROVIDED. (INCLUDING 14 COMPACT SPACES = (30% OF TOTAL) (INCLUDING 2 ACCESSIBLE SPACES WITH ONE VAN SPACE)	50 SPACES

LOCATION MAP/VICINITY:



AERIAL MAP:



RECEIVED
OCT 01 2010

GPA-39489 ZON-39490
VAR-39492 SDR-39491
REVISED

pacific design concepts, llc
3005 w. horizon ridge parkway, suite 200
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(702) 454-5842 fax (702) 454-7842

project title:
RAINBOW AND CRAIG
SEQUOIA ELECTRIC
4485 N. RAINBOW BLVD
LAS VEGAS, NV 89108

PRELIMINARY
NOT FOR CONSTRUCTION
09-07-10

sheet title:
ARCHITECTURAL
SITE PLAN
LAND USE SUBMITTAL

issue dates:
drawn by: RT
checked by: RCG
project no.: 10-129
revisions:
sheet no.: AS1.01
of sheets

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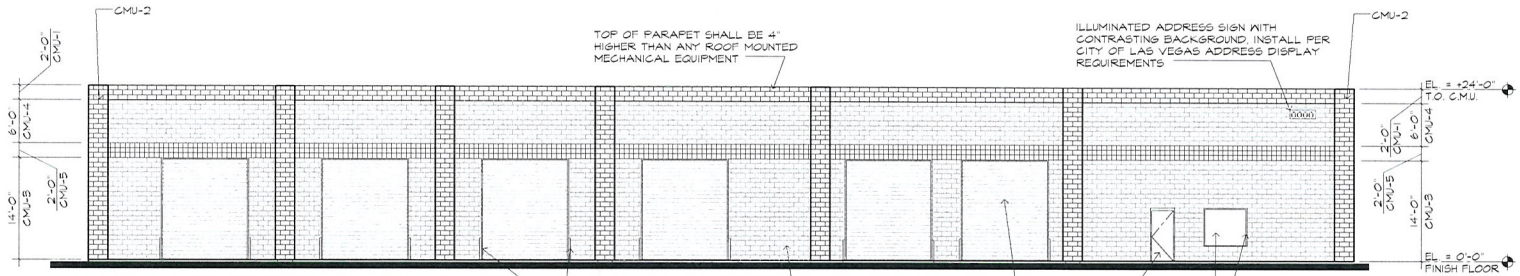
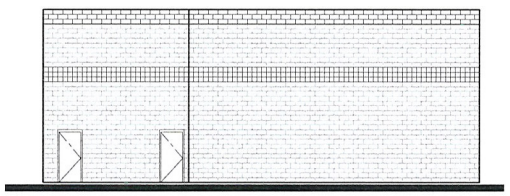
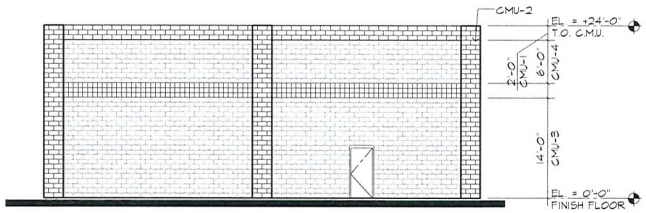


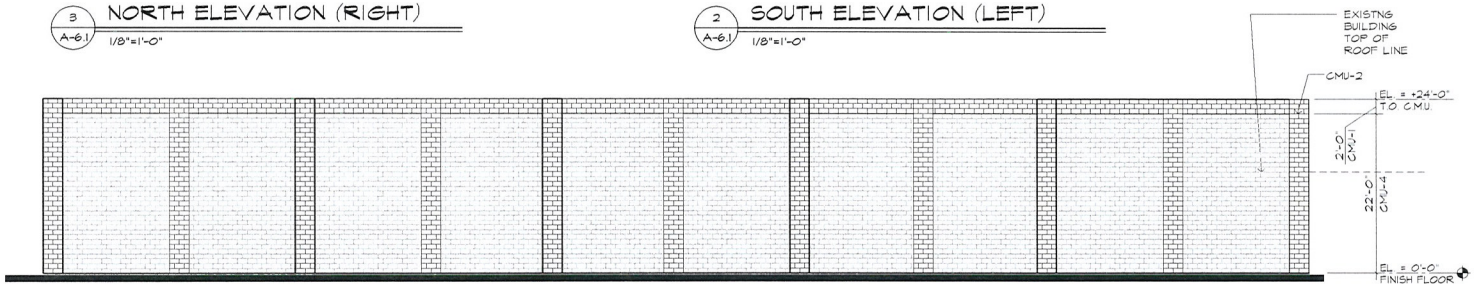
1 A-6.1 EAST ELEVATION (FRONT)
1/8"=1'-0"



3 A-6.1 NORTH ELEVATION (RIGHT)
1/8"=1'-0"



2 A-6.1 SOUTH ELEVATION (LEFT)
1/8"=1'-0"



4 A-6.1 WEST ELEVATION (REAR)
1/8"=1'-0"

EXTERIOR FINISH SCHEDULE

NOTE: ALL C.M.U. IS MANUFACTURED BY "ORCO" BLOCK COMPANY OR EQUAL

CMU-1 8 x 8 x 16 SPLIT FACE CONCRETE MASONRY UNIT COLOR: BLACK 250

CMU-2 8 x 8 x 16 SPLIT FACE CONCRETE MASONRY UNIT COLOR: RED BROWN

CMU-3 8 x 8 x 16 PRECISION BLOCK CONCRETE MASONRY UNIT COLOR: WHEAT

CMU-4 8 x 8 x 16 PRECISION BLOCK CONCRETE MASONRY UNIT COLOR: NU-FAD

CMU-5 8 x 8 x 16 SCORED CONCRETE MASONRY UNIT COLOR: BLACK 250

FR-1 1 3/4" x 4" BLACK ANODIZED FINISH ALUMINUM FRAME BY ARCADIA OR EQUAL

GL-1 1" GRAY OR GREEN REFLECTIVE DUAL GLAZING BY HGP INDUSTRIES OR EQUAL

P-1 COLOR TO BE SELECTED BY OWNER TO MATCH W/ CMU- 4

P-2 COLOR TO BE SELECTED BY OWNER TO MATCH W/ CMU- 3

GENERAL NOTES

1. ALL EXPOSED METAL TO BE PAINTED THE SAME AS ADJACENT PAINT/ FINISH COLOR, U. N. O.

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SEP 24 2010

GPA-39489 ZON-39490
VAR-39492 SDR-39491
REVISED

pacific design concepts, llc
3005 w. horizon ridge parkway, suite 200
henderson, nevada 89052
(702) 454-5842 fax (702) 454-7842

project title:
RAINBOW AND CRAIG SEQUOIA ELECTRIC
4485 N. RAINBOW BLVD
LAS VEGAS, NV 89108

PRELIMINARY
NOT FOR CONSTRUCTION
09-07-10

sheet title:
EXTERIOR ELEVATIONS
LAND USE SUBMITTAL

issue dates:
drawn by: PT
checked by: RCG
project no.: 10-129
revisions:

sheet no.
A6.01
of sheets

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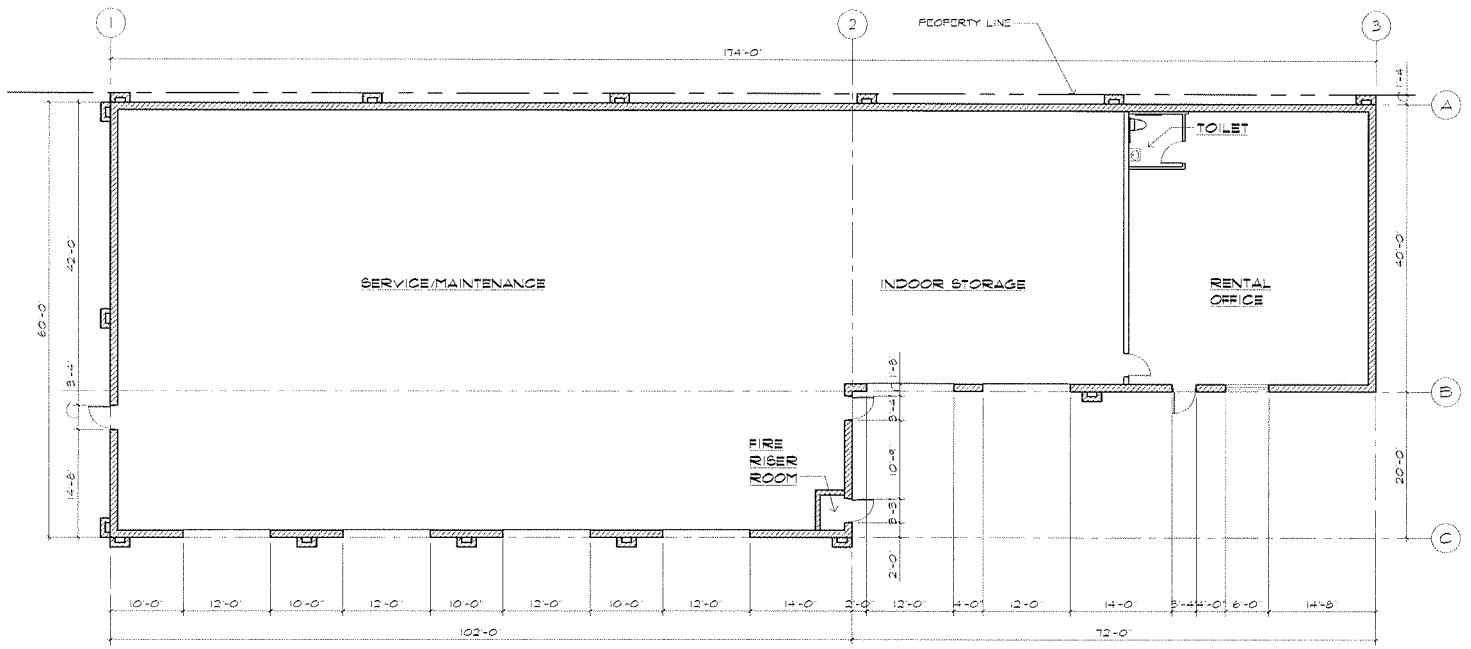
P:\10-129 Rainbow & Craig-Sequoia\ARCH-CD\10-129 A6.01.dwg plotted: 9/23/2010 4:10 PM by: Patricia Terrazas



FLOOR PLAN

1/8" = 1'-0"

* MAXIMUM OCCUPANT LOAD (PER IBC) = 89

NORTH

WALL LEGEND

EXTERIOR WALL CONSTRUCTION
8 x 8 x 16 C.M.U. WALL

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUDS CENTER LINE OF GRIDS AND COLUMNS
2. FIELD VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND REPORT ANY DISCREPANCIES TO ARCHITECT BEFORE BEGINNING WORK
3. CONTRACTOR SHALL PROVIDE AND LOCATE ACCESS PANELS AS REQUIRED AFTER INSTALLATION OF MECHANICAL DUCTS, PLUMBING & ELECTRICAL WORK
4. APPLIANCES AND OTHER EQUIPMENT BY OWNER (N.I.C.)
5. ALL PARTITIONS ADJACENT TO OR LOCATED AT THE BACK OF PLUMBING FIXTURES SHALL BE CONSTRUCTED WITH MOISTURE RESISTANT GYP. BD.

GPA-39489 ZON-39490
VAR-39492 SDR-39491
REVISED

PUBLIC HEARING
SEP 24 2010

pacific design concepts, llc
3005 w. horizon ridge parkway, suite 200
henderson, nevada 89052 (702) 454-7842
(702) 454-5842 fax (702) 454-7842

project title:
RAINBOW AND CRAIG
SEQUOIA ELECTRIC
4485 N. RAINBOW BLVD
LAS VEGAS, NV 89108

PRELIMINARY
NOT FOR CONSTRUCTION
09-07-10

sheet title:
FLOOR PLAN
LAND USE SUBMITTAL

case dates:
drawn by: PT
checked by: RCG
project no.: 10-129
revisions:

sheet no.
A1.01

of sheets

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P:\10-129 Rainbow & Craig-Sequoia\ARCH-CD\10-129 A1.01.dwg 9/23/2010 4:11 PM by Patricia Tarango



CMU–1
8 x 8 x 16 SPLIT FACE CONCRETE MASONRY UNIT COLOR: BLACK 250



CMU–5
8 x 8 x 16 SCORED CONCRETE MASONRY UNIT COLOR: BLACK 250



CMU–2
8 x 8 x 16 SPLIT FACE CONCRETE MASONRY UNIT COLOR: RED BROWN



CMU–3
8 x 8 x 16 PRECISION BLOCK CONCRETE MASONRY UNIT COLOR: WHEAT



CMU–4
8 x 8 x 16 PRECISION BLOCK CONCRETE MASONRY UNIT COLOR: NU–FAD

NOTE: ALL C.M.U. IS MANUFACTURED BY "ORCO" BLOCK COMPANY OR EQUAL

(P–1) COLOR TO BE SELECTED BY OWNER TO MATCH W/ CMU– 4

(P–2) COLOR TO BE SELECTED BY OWNER TO MATCH W/ CMU– 3

RECEIVED
SEP 07 2010

VAR-39492
SDR-39491

RAINBOW AND CRAIG SEQUOIA ELECTRIC

pacific design concepts, llc
3005 w. horizon ridge parkway, suite 200 henderson, nevada 89052 ph. 454-5842

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 NOV 05 2010
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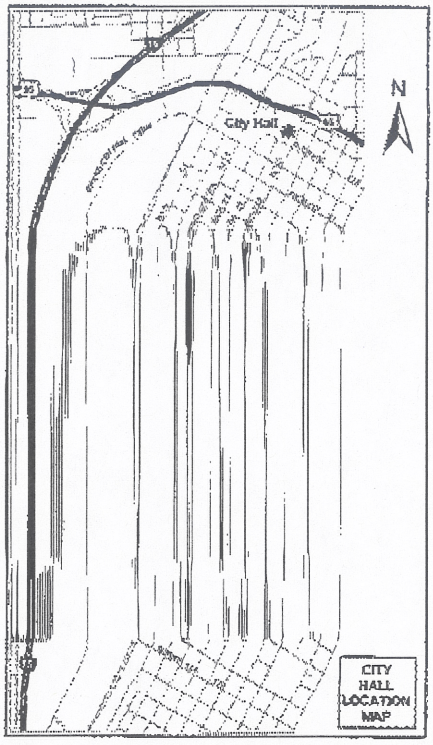

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39492 & SDR-39491
City Council Meeting of 11/17/2010

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CITY CLERK
2010 NOV -8 A 9:28

PAPE DONALD J
OAKLEAF NANETTE E
6649 MESSENGER CT
LAS VEGAS NV 89108-5744

APN#13802210031

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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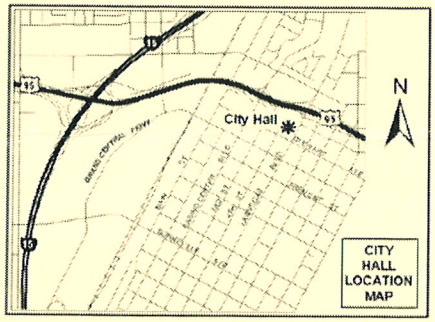

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-39492 & SDR-39491
City Council Meeting of 11/17/2010

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CITY CLERK
2010 NOV 10 A 11:28

RAYNER ELMO JR & JO ANNE R
6600 PAINTED DESERT DR
LAS VEGAS NV 89108-5718

APN#13802201006

11/112

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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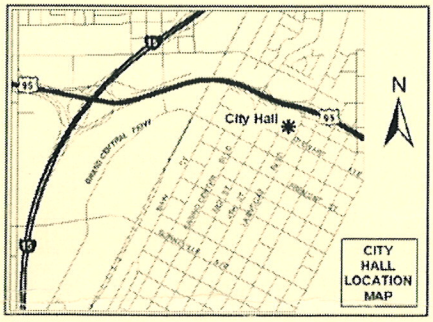

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-39492 & SDR-39491
City Council Meeting of 11/17/2010

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2010 NOV 15 P 1:02
CITY CLERK

MAHONEY WILLIAM G
6628 RHINELANDER DR
LAS VEGAS NV 89108-5733

APN#13802211049

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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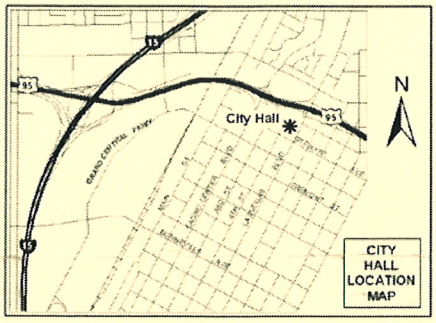

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VAR-39492 & SDR-39491
City Council Meeting of 11/17/2010

LAS VEGAS NV 890 11-08-10

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2010 NOV 15 P 1:02
CITY CLERK

SHARED EQUITY INVESTMENTS L L C
790 E WATER ROCK LN
PAHRUMP NV 89060-1799

APN#13802211056

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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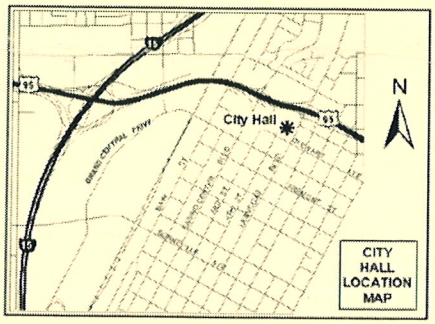

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-39492 & SDR-39491
City Council Meeting of 11/17/2010

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FLORES JOSE E & CHRISTINA Q TR
FLORES JOSE E & CHRISTINA Q TRS
7541 ISLEY AVE
LAS VEGAS NV 89147-4001

APN#13803710017

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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FIRST CLASS

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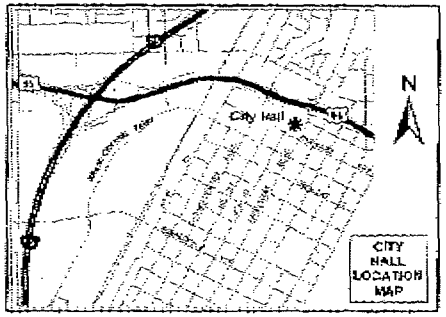

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council 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-39492 & SDR-39491
Planning Commission Meeting of 10/21/2010

Case: VAR-39492
13802210031
PAPE DONALD J
6649 MESSENGER CT
LAS VEGAS NV 89108-5744

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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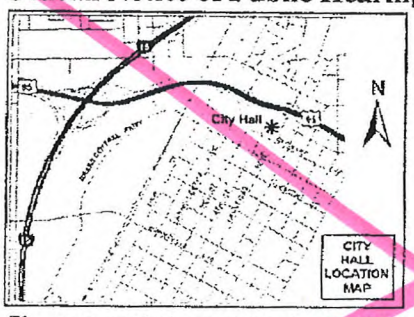
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-39489 & ZON-39490

Planning Commission Meeting of 10/21/2010

Why are you allowing a heavy equipment in our area? You already ruined area with allowing all the crummy apt. ~~bldgs~~. Bldg's that Bring Low Lifes - More Robberies, Vanals etc. Ofc Bldg's - not Big Equipment disrupting the neighborhood - What are you thinking? I oppose this

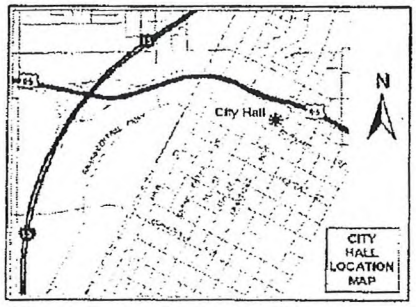
Case: GPA-39489
13802210044
WEIDNER ELVA L
1337 CASHMAN DR
LAS VEGAS NV 89102-2001

HAVOS11 89102

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Your phone line [illegible] is always Busy

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-39492 & SDR-39491

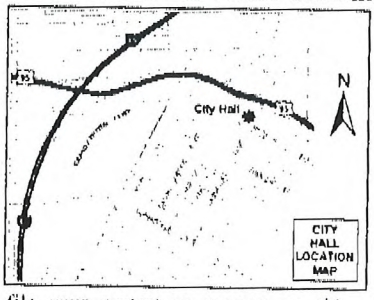
Planning Commission Meeting of 10/21/2010

Case: VAR-39492
13802210044
WEIDNER ELVA L
1337 CASHMAN DR
LAS VEGAS NV 89102-2001

HAVOS11 89102

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-39492 & SDR-39491
Planning Commission Meeting of 10/21/2010

$ 00.41

Case: VAR-39492
13802211056
SHARED EQUITY INVESTMENTS L L C
790 E WATER ROCK LN
PAHRUMP NV 89060-1799

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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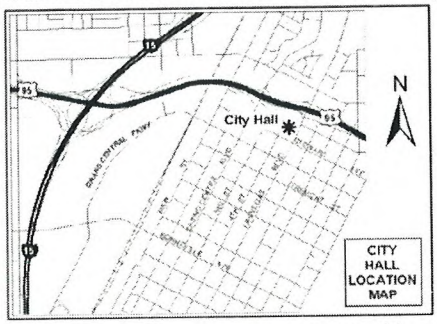

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-39492 & SDR-39491
Planning Commission Meeting of 10/21/2010

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Case: VAR-39492
13803710017
FLORES JOSE E & CHRISTINA Q TR
7541 ISLEY AVE
LAS VEGAS NV 89147-4001

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-39491 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-39489, ZON-39490 AND VAR-39492 - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES, LLC - Request for a Site Development Plan Review FOR THE ADDITION OF A PROPOSED 9,000 SQUARE-FOOT HEAVY MACHINERY AND EQUIPMENT (RENTAL, SALES AND SERVICE) BUILDING TO A SITE THAT CONTAINS AN EXISTING 4,011 SQUARE-FOOT OFFICE, WITH A WAIVER OF PERIMETER LANDSCAPE STANDARDS TO ALLOW A SEVEN-FOOT BUFFER ALONG A PORTION OF THE SOUTH PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 1.21 acres at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone [PROPOSED: C-M (Commercial/Industrial)], Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-39491** APN: 138-03-602-013

Name of Property Owner: Sagebrush Property Ventures

Name of Applicant: Sequoia Electric

Name of Representative: Pacific Design Concepts - Richard Gallegos

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: BLAKE BARSY

Subscribed and sworn before me

This 7th day of September, 20 10

_____

Notary Public in and for said County and State

COUNTY CLARK

STATE NEVADA

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. Sept. 14, 2013

Revised 11-14-06

J:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
SEP 07 2010

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SITE DEVELOPMENT REVIEW

Project Address (Location) 4485 N. Rainbow Blvd.

Project Name Rainbow & Craig Sequoia Elec **Proposed Use** Industrial

Assessor's Parcel #(s) 138-03-602-013 **Ward #** 4

General Plan: existing SC proposed U/R **Zoning:** existing C-1 proposed CM

Commercial Square Footage 8,880 **Floor Area Ratio** N/A

Gross Acres 1.21 **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER SAGEBRUSH PROPERTY VENTURES **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 839-9047 **Fax:** 454-7842

City LAS VEGAS **State** NV **Zip** 89108

E-mail Address

APPLICANT Sequoia Electric **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 454-9842 **Fax:** 454-7842

City LAS VEGAS **State** NV **Zip** 89108

E-mail Address

REPRESENTATIVE Pacific Design Concepts **Contact** Richard Gallegos

Address 3009 W. Horizon Ridge Pkwy #220 **Phone:** 454-9842 **Fax:** 454-7842

City Henderson **State** NV **Zip** 89052

E-mail Address richardg@pacdesignconcepts.com

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name BLAKE BARSY

Subscribed and sworn before me

This 7th day of September, 20 10.

[signature]

Notary Public in and for said County and State COUNTY CLARK STATE NEVADA

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. Sept. 14, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-39491
Meeting Date:	10/21/10 PC
Total Fee:	$1,030
Date Received:*	9/7/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

RECEIVED
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SDR 39491
Sequoia Electric

4485 N. Rainbow Boulevard

Proposed 8.88 thousand square foot expansion of an existing contractor's yard.

Traffic produced by proposed development:

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	INDUSTRIAL PARK [1000 SF]	4	6.96	28
AM Peak Hour			0.84	3
PM Peak Hour			0.86	3

Proposed Increase	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	INDUSTRIAL PARK [1000 SF]	8.88	6.96	62
AM Peak Hour			0.84	7
PM Peak Hour			0.86	8

Project Total	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	INDUSTRIAL PARK [1000 SF]	12.88	6.96	90
AM Peak Hour			0.84	10
PM Peak Hour			0.86	11

Existing traffic on all nearby streets:

Rainbow Blvd	
Average Daily Traffic (ADT)	9,338
PM Peak Hour (heaviest 60 minutes)	747

Craig Rd	
Average Daily Traffic (ADT)	33,588
PM Peak Hour (heaviest 60 minutes)	2,687

Traffic Capacity of adjacent streets:

	Adjacent Street ADT Capacity
Rainbow Blvd	16,300
Craig Rd	51,800

This project is expected to add 62 trips per day on Rainbow Blvd. and Craig Rd. This will increase traffic on Rainbow Blvd. and Craig Rd. by less than 1 percent. Currently, Rainbow is at about 57 percent of capacity and Craig is at about 65 percent of capacity.

Based on Peak Hour use, this development will add about 8 additional cars into the area in the peak hour, or about one every eight minutes.

Note that this report assumes all traffic from this development uses all named streets.

Please refer to VAR-39492 for related protest/support postcards.

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

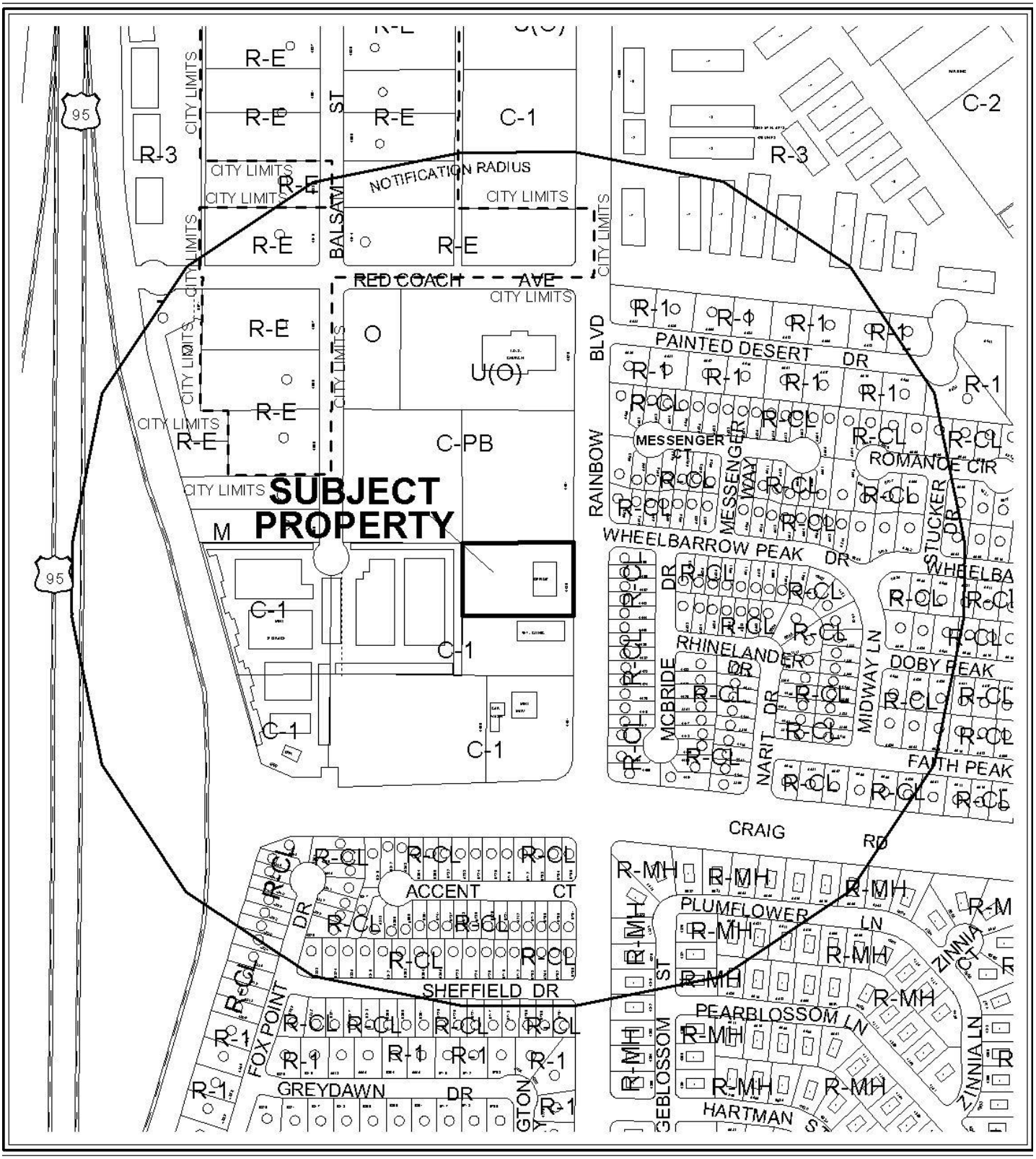
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40564 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES - Request for a Special Use Permit FOR A RENTAL STORE WITH OUTSIDE STORAGE at 4485 North Rainbow Boulevard (APN 138-03-602-013), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 4 (Anthony). The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend DENIAL.

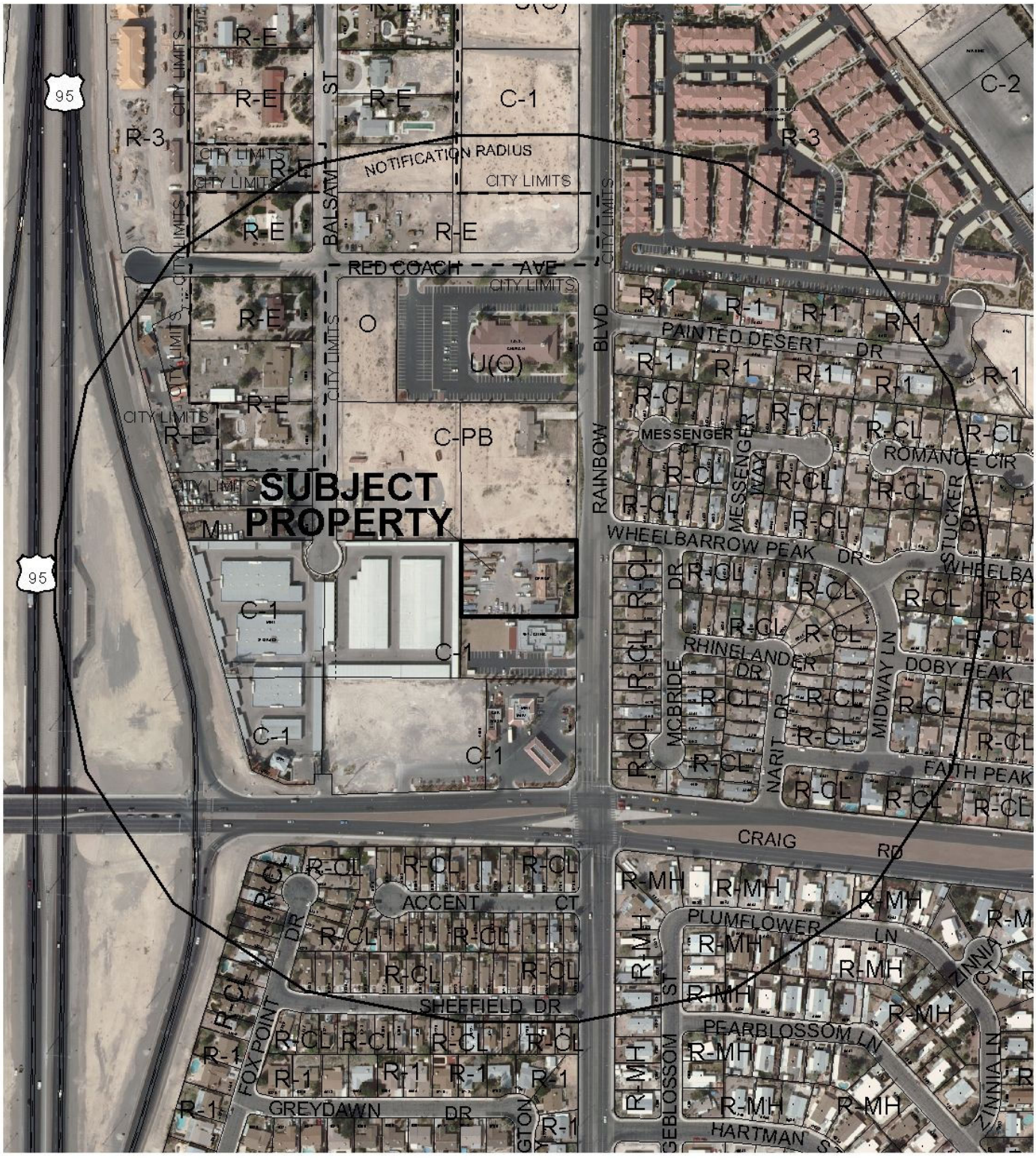
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the March 8, 2011 Planning Commission Meeting Item SUP-40564



CASE: **SUP-40564**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **SUP-40564**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40564	Staff recommends DENIAL, if approved subject to conditions:	GPA-39489 ZON-39490 VAR-39492 SDR-39491

** CONDITION(S) **

SUP-40564 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Rental Store, (with Outside Storage) use.

2. Approval of General Plan Amendment (GPA-39489) and Rezoning (ZON-39490), and conformance to the Conditions of Approval of Variance (VAR-39492) and Site Development Plan Review (SDR-39491), if approved.

3. All equipment must be no greater than 12 feet in height.

4. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the new construction. 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.

MH

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

8. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits for any new buildings, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This request for a Special Use Permit to operate a Rental Store with Outside Storage use is related to the amended requests for a General Plan Amendment (GPA-39489); Rezoning (ZON-39490); Variance (VAR-39492); and Site Development Plan Review (SDR-39491) to construct a 9,000 square-foot Heavy Machinery and Equipment (Rental, Sales & Service) facility. These related requests were considered by the Planning Commission on October 10, 2010, at which time the commission recommended denial. They are scheduled to be considered by the City Council at the April 6, 2011 meeting, along with the current request for a Special Use Permit for a Rental Store (with Outside Storage). The applicant has indicated that the previously requested entitlements will be amended at that time to reflect the following: the General Plan Amendment (GPA-39489) will be for the GC (General Commercial) land use designation instead of LI/R (Light Industry/Research); the Rezoning (ZON-39490) will be for a C-2 (General Commercial) zoning district instead of C-M (Commercial/Industrial); and the Variance (VAR-39492); and Site Development Plan Review (SDR-39491) will remain unchanged, but the use will be amended from a Heavy Machinery and Equipment (Rental, Sales & Service) facility to a Rental Store (with Outside Storage).

The subject site currently contains an existing 4,011 square foot Office building on 1.21 acres at 4485 North Rainbow Boulevard, within the C-1 (Limited Commercial) zoning district. The proposed Rental Store, (with Outside Storage) use is permissible with an approved Special Use Permit within the C-2 (General Commercial) zoning district. The applicant proposes to operate the Rental Store, (with Outside Storage) use in conjunction with the proposed Site Development Plan Review (SDR-39491), which requires a Variance (VAR-39492) of the side and rear yard setbacks, and an exception to the Title 19.10 parking lot landscape requirements.

Staff recommended denial of the previous requests for a General Plan Amendment (GPA-39489), Rezoning (ZON-39490), Variance (VAR-39492), and Site Development Plan Review (SDR-39491) as it was determined that the requested land use designation and zoning district were too intense for the surrounding area, and the proposed use would not be compatible with the existing surrounding uses. Staff recommends denial of the current request as the use is not compatible or harmonious with the surrounding land uses, and the amended requests for General Plan Amendment (GPA-39489) to a GC (General Commercial) land use designation and Rezoning (ZON-39490) to a C-2 (General Commercial) district remain too intense for the surrounding area. If this Special Use Permit request is denied, the site would remain as an office.

ISSUES

- The Rental Store, (with Outside Storage) use requires a Special Use Permit for the C-2 (General Commercial) zoning district and does not allow the renting of construction equipment.
- All previous Site Development Plan Review and Special Use Permit approvals on the site have expired.
- A General Plan Amendment (GPA-39489), Rezoning (ZON-39490), Variance (VAR-39492), and Site Development Plan Review (SDR-39491) are to scheduled to be heard at the 04/06/11 CC.
- The applicant has requested to restrict the General Plan Amendment (GPA-39489) to the GC (General Commercial) land use and the Rezoning (ZON-39490) to the C-2 (General Commercial) zoning district.
- The Heavy Machinery and Equipment Rental (Rental, Sales and Service) use has been reduced to a Rental Store, (with Outside Storage) use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/11/97	The City Council approved a Rezoning (Z-0011-97) from N-U (Non-Urban) to C-1 (Limited Commercial) of approximately 2.63 acres generally located north of Craig Road, east of the Oran K. Gragson Highway, west of the subject site. The Rezoning included approval of a Plot Plan and Special Use Permit for a 64,953 square-foot expansion of an existing 77,400 square-foot mini-warehouse facility. The Planning Commission and staff recommended approval.
01/11/99	The City Council approved the Annexation (A-0013-98) of approximately 1.43 gross acres located at 4485 North Rainbow Boulevard into the City of Las Vegas. The Planning Commission and staff recommended approval. The annexation became effective on 01/22/99.
07/12/99	The City Council approved a Rezoning (Z-0029-99) from R-E (Residence Estates) to C-1 (Limited Commercial) on 1.22 acres at 4485 North Rainbow Boulevard. The Planning Commission and staff recommended approval. The Resolution of Intent expired on 07/12/00.
12/18/02	The City Council approved a Rezoning (ZON-1112) from R-E (Residence Estates) to C-1 (Limited Commercial) on 1.22 acres at 4485 North Rainbow Boulevard. The Planning Commission and staff recommended approval.
01/19/05	The City Council approved a Special Use Permit (SUP-5554) and a related Site Development Plan Review (SDR-5553) for a proposed 2,220 square-foot Auto Detail Facility with Waivers of the Parking Lot, Perimeter and Foundation Landscaping Standards on 1.21 acres at 4485 North Rainbow Boulevard. The Planning Commission and staff recommended approval.

02/22/07	The Planning Commission approved a Major Amendment (SDR-19122) of a previously approved Site Development Plan Review (SDR-5553) for a proposed two-story, 4,364 square-foot Auto Detail Facility at 4485 North Rainbow Boulevard. Staff recommended approval. This approval expired 02/22/09.
03/07/07	The City Council approved an Extension of Time (EOT-19400) of a previously approved Special Use Permit (SUP-5554) for a proposed Auto Detail Facility at 4485 North Rainbow Boulevard. Staff recommended approval. The approval expired 01/19/09.
02/17/09	A Code Enforcement case (74600) was processed for storing equipment and vehicles on an unpaved lot at 4485 North Rainbow Boulevard. The case was closed by Code Enforcement on 03/04/09.
04/30/09	A Code Enforcement case (77677) was processed for storing commercial trucks and operating a business out of a temporary trailer without proper zoning approvals at 4485 North Rainbow Boulevard. The case was closed by Code Enforcement on 03/05/10.
10/21/10	The Planning Commission recommended denial of a request for a General Plan Amendment (GPA-39489) from SC (Service Commercial) land use to LI/R (Light Industry/Research) land use; a related request for a Rezoning (ZON-39490) from C-1 (Limited Commercial) to C-M (Commercial/Industrial); a related request for a Variance (VAR-39492) to allow a zero-foot rear yard setback where 20 feet is required and a zero-foot side yard setback where ten feet is required; and a related request for a Site Development Plan Review (SDR-39491) for the addition of a proposed 9,000 square-foot Heavy Machinery and Equipment (Rental, Sales and Service) building to a site that contains an existing 4,011 square-foot Office, with a Waiver of the Perimeter Landscape Buffer Standards to allow a seven-foot buffer along a portion of the south property line where an eight-foot buffer is required on 1.21 acres at 4485 North Rainbow Boulevard. Staff recommended denial of all requests. These items will be considered at the 03/16/11 City Council meeting.
03/08/11	The Planning Commission voted (6-0-1/rt) to recommend DENIAL (PC Agenda Item 21/mh).

Most Recent Change of Ownership	
04/29/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/19/04	A Building Permit (#04006226) was issued for city design block walls at 4485 North Rainbow Boulevard. A final inspection was completed on 03/31/04.
02/14/07	A Business License (A01-01335) was issued for an administrative office at 4485 North Rainbow Boulevard. The license was marked out on 11/27/07.
07/17/08	A Business License (Q13-01135) was issued for a law firm at 4485 North Rainbow Boulevard. The license is still active.
08/28/08	A Business License (B20-00912) was issued for a business support service (paralegal services) at 4485 North Rainbow Boulevard. The license is still active.
09/18/08	A Business License (C11-07585) was issued for an electrical contractor at 4485 North Rainbow Boulevard. The license is still active.
03/24/09	A Business License (C11-11397) was issued for an electrical contractor at 4485 North Rainbow Boulevard. The license is still active
04/07/09	A Building Permit (137098) was issued for an interior remodel tenant improvement for certificate of occupancy at 4485 North Rainbow Boulevard. A final inspection ha 04/07/09 s not yet been completed.
04/07/09	A Building Permit (137104) was issued for non-structural demolition at 4485 North Rainbow Boulevard. A final inspection was completed on 04/16/10.
08/14/09	An application (E02-90960) for a business license for Equipment Rental at 4485 North Rainbow Boulevard was submitted for staff review. Staff denied the application on 08/18/09. The application was closed out on 02/10/10 at request of the applicant.
04/29/10	A Building Permit (161965) was issued for city design block walls and engineering to add courses to existing block walls at 4485 North Rainbow Boulevard. A final inspection was completed on 06/28/10.
06/02/10	A Building Permit (164257) was issued for a city design eight-foot tall block wall on the north side of the site at 4485 North Rainbow Boulevard. A final inspection was completed on 06/28/10.

Pre-Application Meeting	
12/10/10	A pre-application meeting was held with staff to discuss the alternatives to reduce the intensity of the related entitlement requests. The applicant was briefed on the submittal requirements for a Special Use Permit to allow a Rental Store with Outside Storage use, which will replace the earlier requested Heavy Machinery and Equipment (Rental, Sales & Service) use.

Neighborhood Meeting	
02/01/11	A Neighborhood Meeting was held by the applicant. Two members of the public, one member of the Ward 4 Council Office and one member of the Planning Department were in attendance. The representative for the applicant described the use intended for the site, and also addressed the other applications that were already in process (GPA-39489, ZON-39490, VAR-39492, and SDR-39491). Also discussed was the intent to request the less-intense C-2 (General Commercial) zoning district and GC (General Commercial) land use designation based on residents' concerns.
02/01/11	The representative read through a list of restrictions that they were willing to place upon themselves as conditions of approval of the Special Use Permit application, including restrictions relative to the hours of operation, type and height of equipment to be rented, signage, and lighting. Concerns: • The amount of additional traffic and parking stemming from the proposal. • The possibility of fugitive lighting stemming from the proposal. • The other permissible uses that would be allowed under the C-2 (General Commercial) zoning district.

Field Check	
01/13/11	A field check was performed by staff with following observations: • The site is currently utilized as an Office use. • The existing landscaping is well-kept and the site is clean.

Details of Application Request	
Site Area	
Net Acres	1.21

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Other Than Listed	SC (Service Commercial) [PROPOSED: GC (General Commercial)]	C-1 (Limited Commercial) [PROPOSED: C-2 (General Commercial)]

North	Single Family, Detached	LI/R (Light Industry and Research)	C-PB (Planned Business Park)
South	Animal Hospital (w/ no Outside Pens)	SC (Service Commercial)	C-1 (Limited Commercial)
East	Single Family, Detached	M (Medium Density Residential)	R-CL (Residential-Compact Lot)
West	Mini-Storage Facility	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	NA
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District – 175 Feet	X		Y
Trails		X	NA
Rural Preservation Overlay District		X	NA
Las Vegas Redevelopment Plan Area		X	NA
Development Impact Notification Assessment		X	NA
Project of Regional Significance		X	NA

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	
Office, Other Than Listed	4,011 SF	1:300 SF GFA	14				
Rental Store, (with Outside Storage)	9,000 SF	1:250SF GFA	36				
TOTAL SPACES REQUIRED			50		50		Y
Regular and Handicap Spaces Required			48	2	48	2	Y
Loading Spaces	9,000 SF	1:10,000 SF	1		1		Y

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Rainbow Boulevard	Secondary Collector	Master Plan of Streets and Highways	80	N

ANALYSIS

There are four related entitlements, General Plan Amendment (GPA-39489); Rezoning (ZON-39490); Variance (VAR-39492); and Site Development Plan Review (SDR-39491) scheduled to be heard at the 04/06/11 City Council Meeting that would accommodate a Rental Store (with Outside Storage) use. All previous approvals have expired. This area remains predominantly commercial along the west side of rainbow but is residential along the east side. The proposed Rental Store with Outside Storage use is described in Title 19.04 as:

> A facility for the rental of general merchandise to the general public, not specifically listed as a different use elsewhere in this Title, that includes outside storage of rental items. Typical general merchandise includes clothing and other apparel, electronics, videos, tools and garden equipment, furniture and other household appliances, special occasion or seasonal items, and similar consumer goods.

The Rental Store with Outside Storage use is only allowed in the C-2 (General Commercial) zoning district zone with a Special Use Permit. The previously requested Heavy Machinery and Equipment (Rental, Sales & Service) use, which is not allowed in the C-2 zoning district, is defined by Title 19.04 as:

> A facility for the display, sale and rental of tools, heavy machinery, dump trucks or commercial and heavy equipment, such as those used in building construction, farming, restaurants or manufacturing.

The applicant proposes to locate the 9,000 square-foot Rental Store (with Outside Storage) use at the rear of the property along the north and west property lines, screened from the adjacent right-of-way and as far as possible from neighboring residential uses. The proposed 24-foot tall building will be oriented toward the front of the property. Six bays with 14-foot tall roll-up doors are shown on the east elevation. An area along the southeast portion of the site is designated for outside storage. Any equipment affiliated with the Rental Store with Outside Storage use cannot be located within any landscape buffer areas, setback yards, or parking lots and must be limited in height to no greater than 12 feet. Staff recommends denial of this request as the proposed use, in conjunction with the related entitlement requests, is not compatible with the surrounding neighborhood. If approved, the applicant will be restricted from renting or operating heavy construction equipment as that exceeds the scope of the Rental Store with Outside Storage use.

FINDINGS (SUP-40564)

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 Rental Store (with Outside Storage) use is not compatible with the existing residential uses to the east of the subject site and the limited commercial uses to the south and west of the subject site. The applicant has not proposed any changes from the initial request to operate a Heavy Equipment Rental operation from this site that would provide support for a Rental Store with Outside Storage use.

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 proposed use when considering the related entitlement requests. The applicant has not demonstrated that the proposed Rental Store (with Outside Storage) use will operate within the moderate intensity described of such 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.**

   Access to the site is adequately provided by Rainbow Boulevard, a 90-foot wide Secondary Collector. However, with the proposed use Rainbow Boulevard may be impeded by truck traffic entering or exiting the site.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   If approved, the proposed Rental Store (with Outside Storage) use will be subject to inspection during both building construction and business licensing and will therefore not compromise the public health, safety and general welfare.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The requested Rental Store (with Outside Storage) use has been conditioned to limit the size of the available equipment to no more than 12-feet in height. The applicant has not demonstrated that this use will not operate in a capacity that is more akin to the Heavy Machine and Equipment (Rental, Sales and Service) use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 286 (By City Clerk)

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40564** APN: 138-03-602-013

Name of Property Owner: Sagebrush Property Ventures

Name of Applicant: Sequoia Electric & Desert Seguro

Name of Representative: Pacific Design Concepts_-Richard Gallegos

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: _____

Subscribed and sworn before me

This 20th day of December, 20 10

_____

Notary Public in and for said County and State

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. Sept. 14, 2013

RECEIVED
DEC 22 2010

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use permit

Project Address (Location) 4485 N. Rainbow Blvd.

Project Name Rainbow & Craig Sequoia Electric **Proposed Use** Indistrial

Assessor's Parcel #(s) 138-03-602-013 **Ward #** 4

General Plan: existing SC proposed GC **Zoning:** existing C-1 proposed C-2

Commercial Square Footage 9, 000 **Floor Area Ratio** N/A

Gross Acres 1.21 **Lots/Units** N/A **Density** N/A

Additional Information GPA-39489, ZON-39490, SDR-39491 & VAR-39492

PROPERTY OWNER Sagebrush Property Ventures **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 454-5842 **Fax:** 454-7842

City Las Vegas **State** NV **Zip** 89108

APPLICANT Sequoia Electric **Contact** Blake Barsy

Address 4485 N. Rainbow Blvd. **Phone:** 454-5842 **Fax:** 454-7842

City Las Vegas **State** NV **Zip** 89108

REPRESENTATIVE Pacific Design Concepts **Contact** Richard Gallegos

Address 3005 W. Horizon Ridge Pkwy Suite 200 **Phone:** 454-5842 **Fax:** 454-7842

City Henderson **State** NV **Zip** 89052

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

Print Name Blake Barsy

Subscribed and sworn before me

This 20th day of December, 20 10.

_____

Notary Public in and for said County and State

TAMMY J. POWELL
Notary Public State of Nevada
No. 09-10981-1
My appt. exp. Sept. 14, 2013

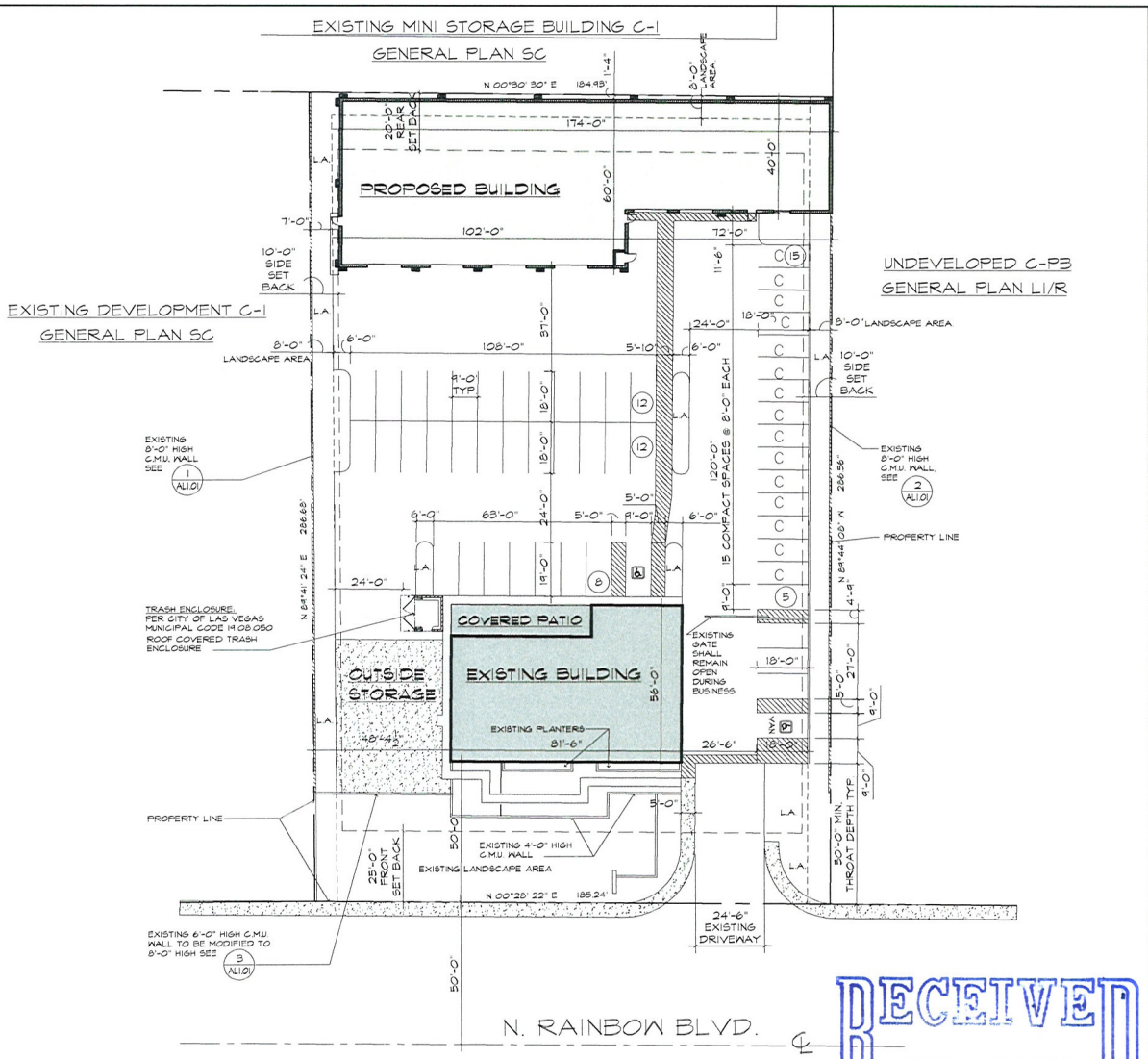
FOR DEPARTMENT USE ONLY

Case #	SUP-40564
Meeting Date:	2-8-2011
Total Fee:	1530.00
Date Received:*	12-22-10
Received By:	J Fmel

*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 22 2010

Revised 04/26/05



RECEIVED
DEC 22 2010

ARCHITECTURAL SITE PLAN
1" = 20'-0"

LEGEND

SUP-40564

ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX. CROSS SLOPE 1/4" MAX CHANGE IN ELEVATIONS

L.A. LANDSCAPE AREA

PROJECT DATA:

ASSESSORS PARCEL NUMBER:	138-03-602-013
ACTION REFERENCE NUMBER:	GPA 38489, ZON 38490, SDR 38491, VAR 38492
DEVELOPMENT CODE:	TITLE 19- LAS VEGAS ZONING CODE ADOPTION DATE 04-30-2005
GOVERNING JURISDICTION:	CITY OF LAS VEGAS
SPECIAL OVERLAY DISTRICT(S)	N/A
GENERAL PLAN	SC
PROPOSED GENERAL PLAN	GC
EXISTING LAND USE ZONE:	C-1
PROPOSED LAND USE ZONE:	C-2
SITE AREA:	121 ACRES/ 52,942.4 SF
LOT COVERAGE	24.34 % (BASED ON ROOF DRIP LINE)
BUILDING HEIGHT:	
ALLOWABLE:	N/A
ACTUAL:	24 FT.
OCCUPANCY GROUP: EXISTING BUILDING	B
OCCUPANCY GROUP: PROPOSED BUILDING	S-1
CONSTRUCTION TYPE: EXISTING BUILDING	V-B
CONSTRUCTION TYPE: PROPOSED BUILDING	III-B FULLY SPRINKLERED

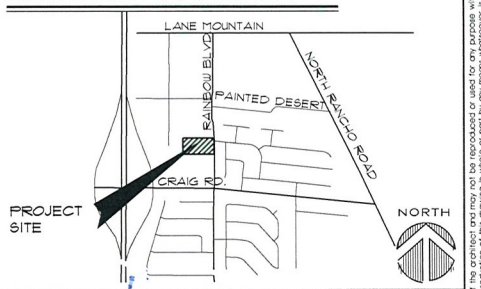
BUILDING AREA TABULATIONS

EXISTING BUILDING AREA:	4, 011 SQ. FT.
PROPOSED BUILDING AREA:	9, 000 SQ. FT.
TOTAL BUILDING AREA	13, 011 SQ. FT.

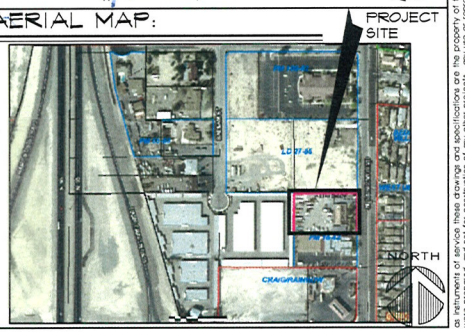
PARKING ANALYSIS

EXISTING BUILDING AREA 4, 011 SQ FT. / 300 = 13.37=	14 SPACES
PROPOSED BUILDING AREA 9, 000 / 250 =	36 SPACES
OUTSIDE STORAGE AREA 2000 / 1000=	2 SPACES
(5% x 52, 942 = 2, 647 maximum ALLOWABLE AREA)	
NUMBER OF PARKING SPACES REQUIRED:	52 SPACES
NUMBER OF PARKING SPACES PROVIDED (INCLUDING 14 COMPACT SPACES = < 30% OF TOTAL) (15 COMPACT / 52 TOTAL SPACES = 28.84 %) (INCLUDING 2 ACCESSIBLE SPACES WITH ONE VAN SPACE)	52 SPACES

LOCATION MAP/VICINITY:



AERIAL MAP:



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henderson, nevada 89052
(702) 454-5842 fax (702) 454-7842

project title :
RAINBOW AND CRAIG
SEQUOIA ELECTRIC
4485 N. RAINBOW BLVD
LAS VEGAS, NV 89108

PRELIMINARY
NOT FOR CONSTRUCTION
12-20-10
12/22/2010

sheet title :
ARCHITECTURAL
SITE PLAN
LAND USE SUBMITTAL

issue dates :

drawn by :
RT

checked by :
RCG

project no. :
10-129

revisions :

sheet no.
AS1.01

of sheets

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#1 EXISTING FENCE WALL @ SOUTH SIDE



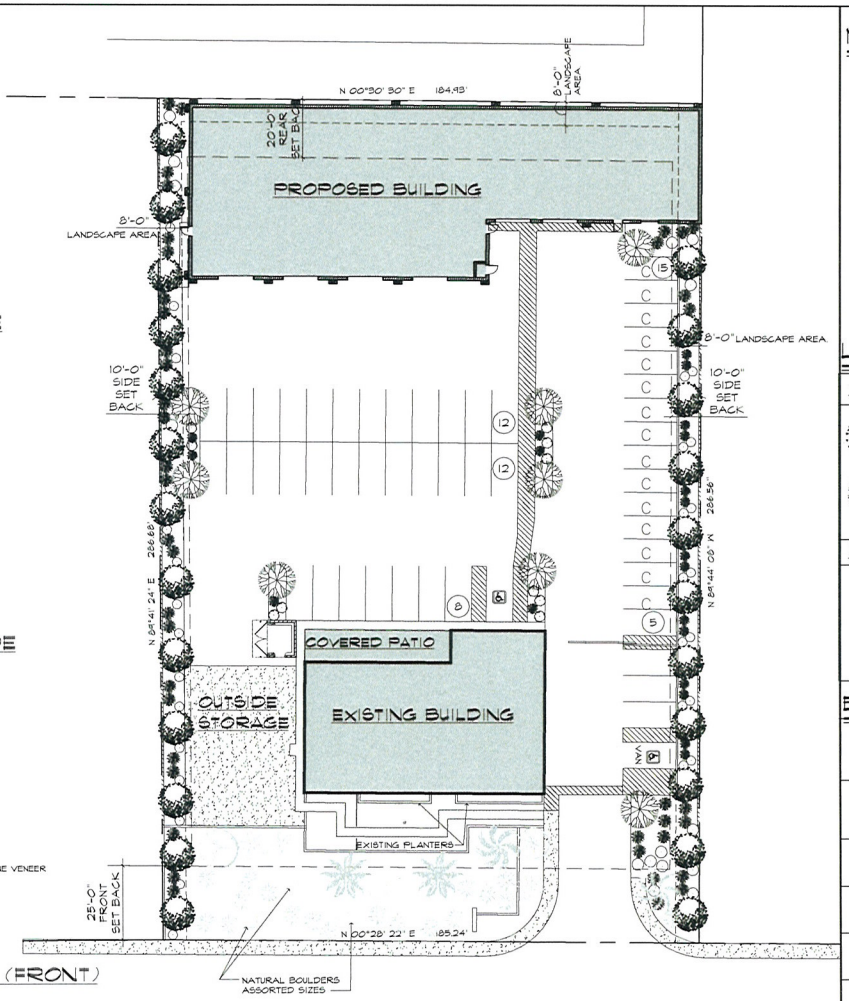
#2 EXISTING FENCE WALL @ NORTH SIDE



#3 EXISTING FENCE WALL @ EAST SIDE (FRONT)



EXISTING LANDSCAPE
AT FRONT OF EXISTING BUILDING



N RAINBOW BLVD ℄

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SUP-40564

LEGEND

ACCESSIBLE ROUTE 5% MAX. RUNNING SLOPE 2% MAX. CROSS SLOPE W/1/2" MAX CHANGE IN ELEVATIONS

LANDSAPE PLAN
1" = 20'-0"

NORTH

PERIMETER TREES

REQUIRED 1 PER 30 LINEAR FEET
(540 L.F / 30) = 18 TREES
PROVIDED = 24 TREES

PARKING LOT TREES

REQUIRED 1 PER 6 STALLS = 14 TREES
PROVIDED = 6 TREES

MISCELLANEOUS NOTES

1. ALL EXPOSED SOILS TO RECEIVE 2" THICK LAYER OF DECORATIVE GRAVEL OR DECOMPOSED GRANITE.
2. ALL TREES AND SHRUBS TO BE SPACED ACCORDING TO CITY OF LAS VEGAS MUNICIPAL CODE 14.12.040
3. ASSORTED 5 GAL SHRUBS TO COVER MORE THAN 60% OF LANDSCAPE AREA WITHIN TWO YEAS OF INSTALLATION
4. TREES SHALL NOT BE PLANTED WITHIN 3' OF A DEDICATED RIGHT-OF-WAY WHEN MATURE
5. ANY TREE WITHIN 5' OF A SIDEWALK / PAVED SURFACE AND/OR WALL SHALL BE PLANTED WITH A ROOT SHIELD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD.
6. SWALE DESIGN PER FIGURE 30.64-3.
7. DECOMPOSED GRANITE COLOR:
   PALAMINO CORAL
   1/2" SCREENED
   DECOMPOSED GRANITE SOURCE:
   VISTA ROCK
   LAS VEGAS, NEVADA
   DECORATIVE GRAVEL COLOR:
   RED SANDSTONE 3/4"
   DECORATIVE GRAVEL SOURCE:
   STAR NURSERY
   LAS VEGAS, NEVADA
8. ALL LANDSCAPE AREAS TO RECEIVED COMPLETE AUTOMATIC PERMANENT UNDERGROUND DRIP IRRIGATION SYSTEM.

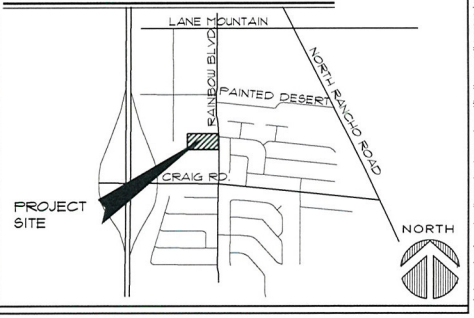
LANDSCAPE LEGEND

TREES	SIZE	Q	BOTANICAL NAME	COMMON NAME
	24" BOX	24	PISTACIA CHINENSIS	CHINESE PISTACHE
	24" BOX	8	ACACIA SP	ACACIA
SHRUBS	**SIZE**		**BOTANICAL NAME**	**COMMON NAME**
	5 GAL.	46	LEUCOPHYLLUM FRUTESCENS	TEXAS RANGER
	5 GAL.	46	AGAVE AMERICANA	INCENSE CEDAR
	5 GAL	12	CALOCEDRUS DECURRENS	CENTURY PLANT

EXISTING LANDSCAPE LEGEND

	14'	2	EXISTING DATE PALMS TO REMAIN
	10'	4	EXISTING MEXICAN FAN PALMS TO REMAIN
	6'	2	EXISTING CANARY ISLAND DATE PALM TO REMAIN
	48" BOX	1	EXISTING MONDEL PINE TO REMAIN
	48" BOX	1	EXISTING EVERGREEN ELM TO REMAIN
	15 GAL.	16	EXISTING ERAPE MYRTLE TO REMAIN

LOCATION MAP/VICINITY:



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project title:
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SEQUOIA ELECTRIC
4485 N. RAINBOW BLVD
LAS VEGAS, NV. 89108

PRELIMINARY
NOT FOR CONSTRUCTION
12-20-10

12/22/2010

sheet title:
LANDSCAPE PLAN

LAND USE SUBMITTAL

issue dates:

drawn by: MT
checked by: RCG
project no.: 10-129
revisions:

sheet no.
AL1.01
of sheets

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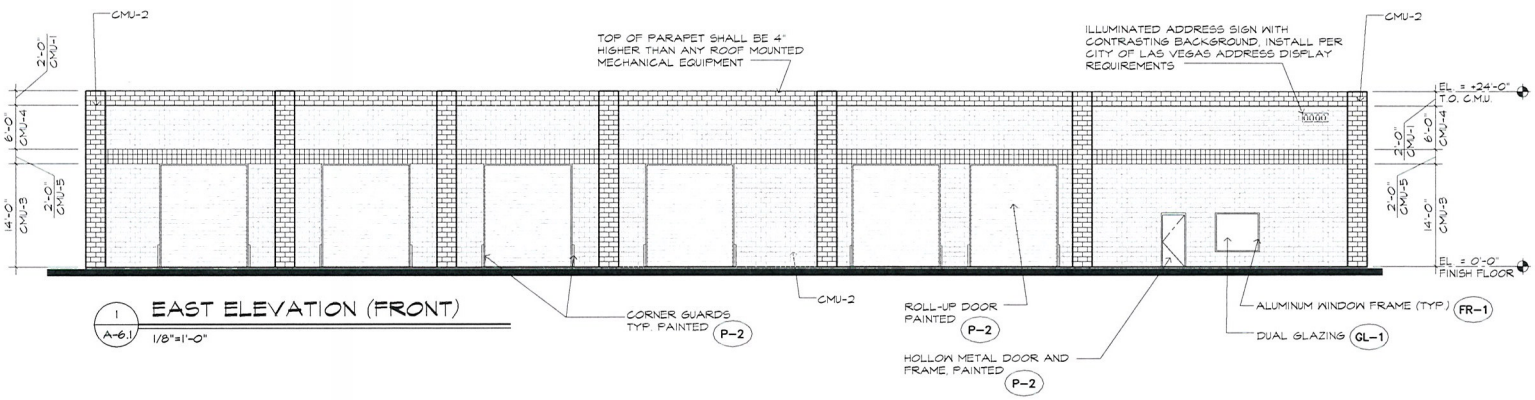
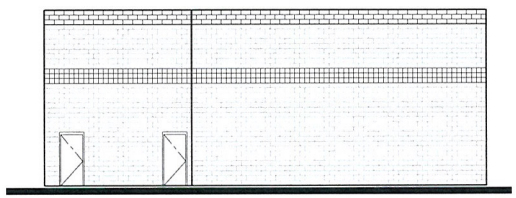
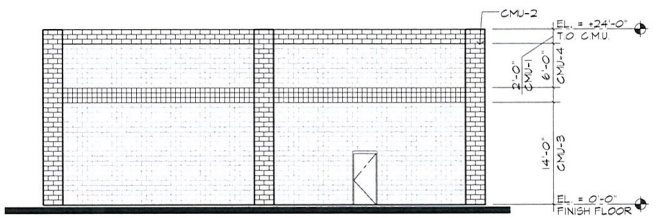


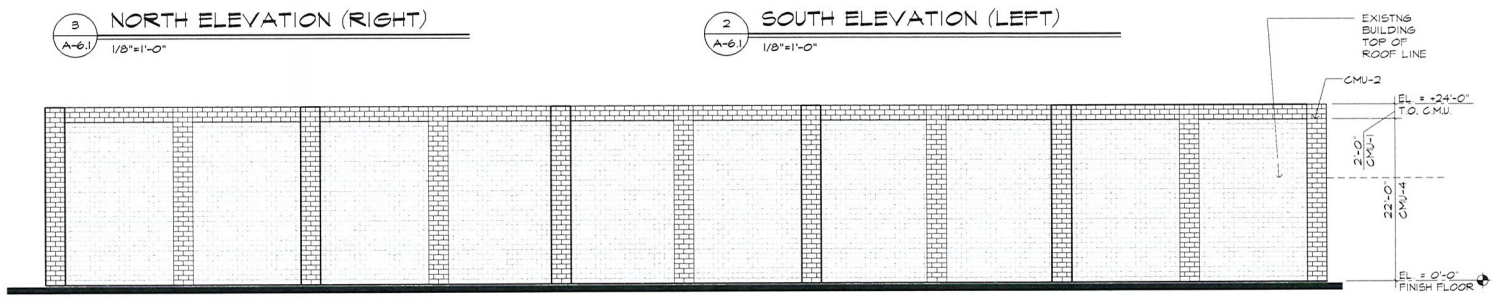
1 A-6.1 EAST ELEVATION (FRONT)
1/8"=1'-0"



3 A-6.1 NORTH ELEVATION (RIGHT)
1/8"=1'-0"



2 A-6.1 SOUTH ELEVATION (LEFT)
1/8"=1'-0"



4 A-6.1 WEST ELEVATION (REAR)
1/8"=1'-0"

EXTERIOR FINISH SCHEDULE

NOTE: ALL C.M.U. IS MANUFACTURED BY "ORCO" BLOCK COMPANY OR EQUAL

CMU-1 8 x 8 x 16 SPLIT FACE CONCRETE MASONRY UNIT COLOR: BLACK 250

CMU-2 8 x 8 x 16 SPLIT FACE CONCRETE MASONRY UNIT COLOR: RED BROWN

CMU-3 8 x 8 x 16 PRECISION BLOCK CONCRETE MASONRY UNIT COLOR: WHEAT

CMU-4 8 x 8 x 16 PRECISION BLOCK CONCRETE MASONRY UNIT COLOR: NU-FAD

CMU-5 8 x 8 x 16 SCORED CONCRETE MASONRY UNIT COLOR: BLACK 250

FR-1 1 3/4" x 4" BLACK ANODIZED FINISH ALUMINUM FRAME BY ARCADIA OR EQUAL

GL-1 1" GRAY OR GREEN REFLECTIVE DUAL GLAZING BY HGP INDUSTRIES OR EQUAL

P-1 COLOR TO BE SELECTED BY OWNER TO MATCH W/ CMU- 4

P-2 COLOR TO BE SELECTED BY OWNER TO MATCH W/ CMU- 3

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SUP-40564

GENERAL NOTES

1. ALL EXPOSED METAL TO BE PAINTED THE SAME AS ADJACENT PAINT/ FINISH COLOR, U. N. O.

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LAS VEGAS, NV 89108

PRELIMINARY
NOT FOR CONSTRUCTION
12-20-10

sheet title:
EXTERIOR ELEVATIONS
LAND USE SUBMITTAL

issue dates:
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checked by: RCG
project no.: 10-129
revisions:
sheet no.
A6.01
of sheets

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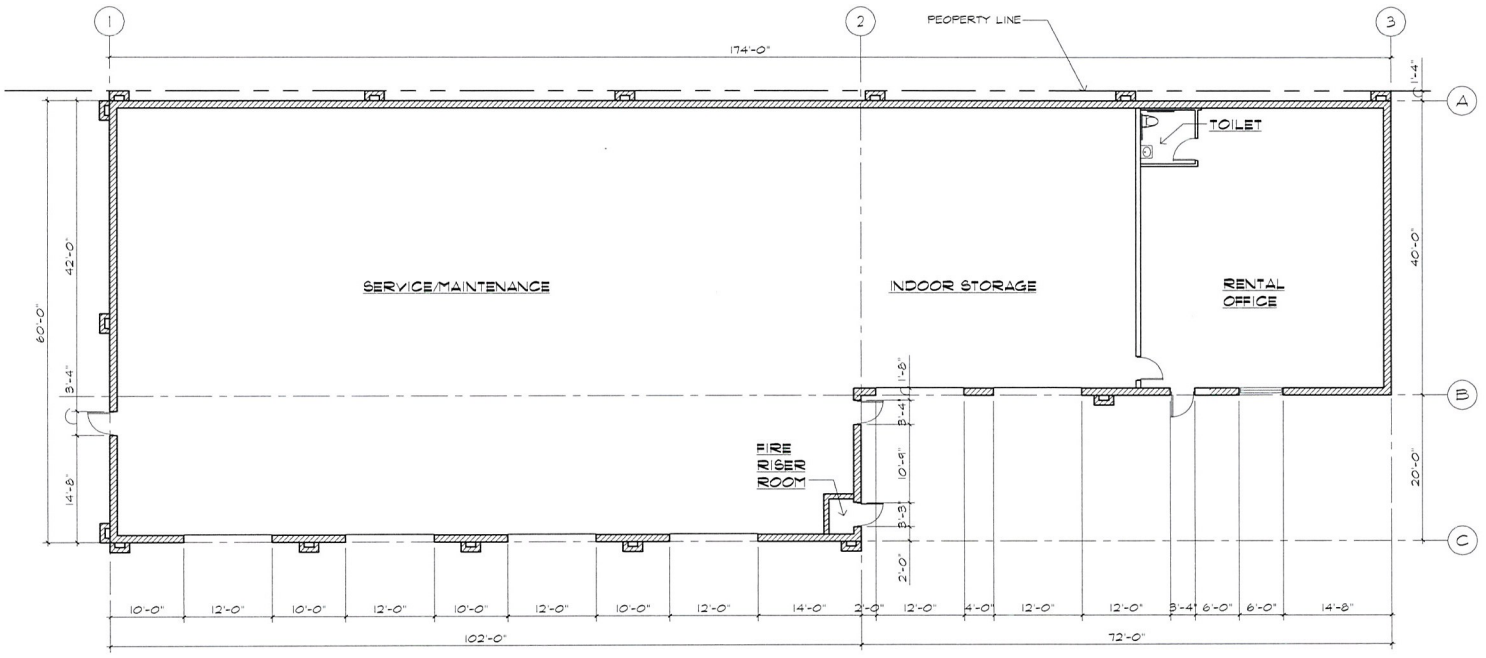

FLOOR PLAN

1/8"= 1'-0"

NORTH

* MAXIMUM OCCUPANT LOAD (PER IBC) = 39

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WALL LEGEND

EXTERIOR WALL CONSTRUCTION:
8 x 8 x 16 C.M.U. WALL

GENERAL NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUDS CENTER LINE OF GRIDS AND COLUMNS.
2. FIELD VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE AND REPORT ANY DISCREPANCIES TO ARCHITECT BEFORE BEGINNING WORK.
3. CONTRACTOR SHALL PROVIDE AND LOCATE ACCESS PANELS AS REQUIRED AFTER INSTALLATION OF MECHANICAL DUCTS, PLUMBING & ELECTRICAL WORK.
4. APPLIANCES AND OTHER EQUIPMENT BY OWNER (N.I.C.)
5. ALL PARTITIONS ADJACENT TO OR LOCATED AT THE BACK OF PLUMBING FIXTURES SHALL BE CONSTRUCTED WITH MOISTURE RESISTANT GYP. BD.

SUP-40564

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(702) 454-5842 fax (702) 454-7842

project title:
RAINBOW AND CRAIG
SEQUOIA ELECTRIC
4485 N. RAINBOW BLVD
LAS VEGAS, NV 89108

PRELIMINARY
NOT FOR CONSTRUCTION
12-20-10
~~12/22/2010~~

sheet title:
FLOOR PLAN
LAND USE SUBMITTAL

issue dates:

drawn by: MT
checked by: RCG
project no.: 10-129
revisions:

sheet no.
A1.01
of sheets

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SUP-40564- APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES
4485 NORTH RAINBOW BOULEVARD

01/13/11



SUP-40564- APPLICANT: SEQUOIA ELECTRIC - OWNER: SAGEBRUSH PROPERTY VENTURES
4485 NORTH RAINBOW BOULEVARD

01/13/11

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PDC

December 22, 10

City of Las Vegas
731 S. Fourth Street
Las Vegas, NV 89101

Attn: Steve Swanton

RE: RAINBOW & CRAIG SEQUOIA ELECTRIC **PROJECT NO: 10-129**
APN:138-03-602-013
SPECIAL USE PERMIT JUSTIFICATION LETTER
GENERAL PLAN AMENDMENT AND REZONING

Dear Steve,

We respectfully request favorable consideration for the above referenced project for a Special Use Permit.

The proposed special use permit is to allow 9,000 sq. ft. rental store facility with outside storage on 1.21 acres in conjunction with an existing contractor's office. The rental store would have a very small select inventory of items. All equipment rented comes with an operator this is a unique style of rental store that is designated to meet specific needs of the community. The applicant intends to modify his request of GPA 39489, to GC and ZON-39480 to C-2 the applicant also understands that this use permit is subject to approval of the revised GPA request and the revised zoning request to C-2.
The proposed special use permit is appropriate based on the following findings of facts;

A. The proposed use can be conducted in a manner. That is harmonious and compatible with existing surrounding land uses, and with future surrounding land use as projected by the General Plan;

B. The subject site is physically suitable for the type and intensity of land use being proposed;

C. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use;

D. Approval of the Special Use Permit at the site in question will be consistent with or compromise the public health, safety and welfare or the overall objectives of the General Plan.

Should you have any questions or require additional information please contact our office.

Sincerely,

Richard C. Gallegos
Principal

RCG/PT

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SUP-40564

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

pacific design concepts, llc PDC
3005 w. horizon ridge pkwy., #200, henderson, nv 89052 (702) 454-5842 fax (702) 454-7842

February 8, 2011

City of Las Vegas
Planning and Development Department
731 S. Fourth Street

Attn: Flynn Fagg, Acting Director

RE: RAINBOW & CRAIG-SEQUOIA ELECTRIC **PROJECT NO: 10-129**
GPA-39489, ZON-39490, SDR-39491, Var-39492, SUP-40564

Dear Flynn,

Pursuant to our neighborhood meeting, attached is the list of proposed conditions that our neighbors have agreed to as it applies to the Rental Business:

1. Business days of week shall be Monday thru Friday.
2. Business hours shall be 6:30 A.M. until 6:30 p.m.
3. No diesel engine start ups before 7:00a.m.
4. Equipment shall be rented with an operator.
5. Equipment shall be stored inside the building or at the designated outside storage area.
6. Business owner shall provide a point of contact for neighbors to reach out to with any concerns. Contact numbers are during business hours (702) 839-9047 and after business hours (702) 491-2972.
7. Existing Monument Sign (externally Illuminated) shall remain.
8. Parking lot lighting shall conform to title 19 requirements including hooded and project downward. Light shall not spill into adjacent properties.

Should you require additional information or have any questions please contact me at 702.454.5842.

Sincerely,

Richard C. Gallegos
Principal

RCG/PT

cc: 10-129.rl Flynn.fagg.02.08.11

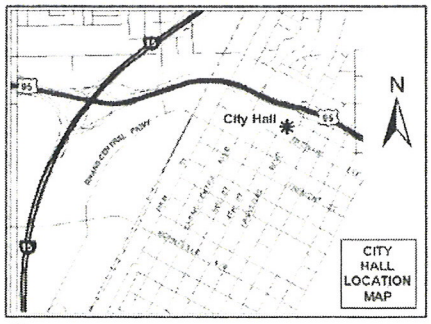
Submitted at Planning Commission
Date 3/6/2011 Item 21
by Richard Gallegos

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41
0004279218 JAN 27 20
MAILED FROM ZIP CODE 891

Return Service Requested
Official Notice of Public Hearing



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CITY OF LAS VEGAS
PLANNING & DEV...

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-40564
Planning Commission Meeting of 2/8/2011

Case: SUP-40564
13802211049
MAHONEY WILLIAM G
6628 RHINELANDER DR
LAS VEGAS NV 89108-5733

28

24 KRDFN11 89108

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

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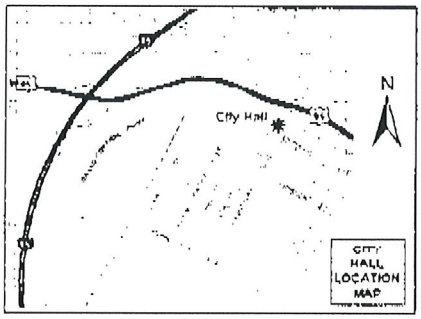
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40564

Planning Commission Meeting of 2/8/2011

Case: SUP-40564
13803602009
GRAGSON-BELTWAY BELCASTRO L L C
%R TORRES
3960 HOWARD HUGHES PKWY #150
LAS VEGAS NV 89169-5919

61 KRDFN11 89169

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JAN 31 2011

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

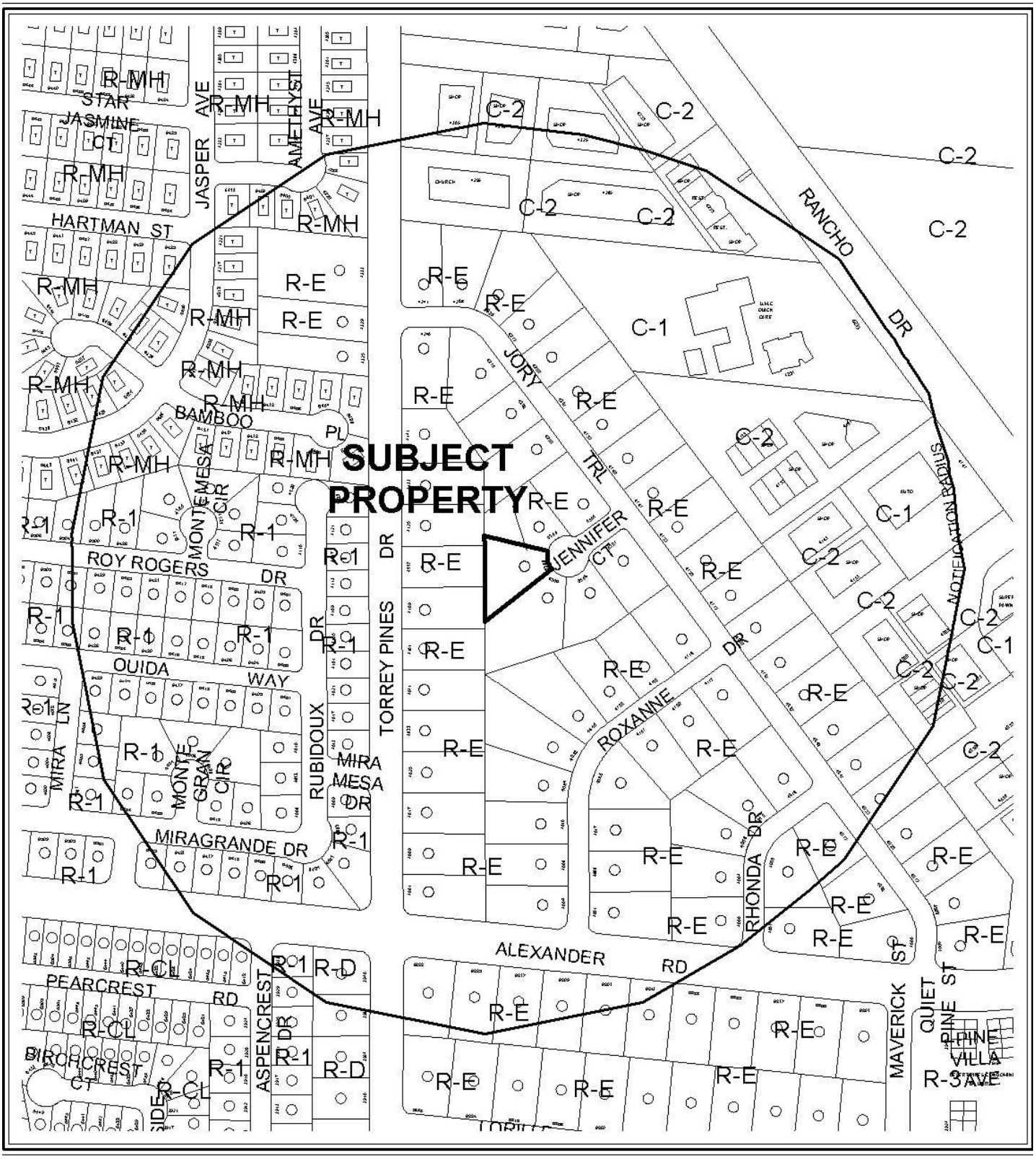
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40579 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: CONAN AND JESSICA TURNER - Request for a Variance TO ALLOW TWO PROPOSED ACCESSORY STRUCTURES (CLASS I AND CLASS II) WITH A COMBINED FLOOR AREA OF 3,467 SQUARE FEET WHERE 809 SQUARE FEET IS THE MAXIMUM ALLOWED, TO ALLOW AN ACCESSORY STRUCTURE (CLASS II) TO NOT BE AESTHETICALLY COMPATIBLE (METAL) WITH THE PRINCIPAL DWELLING UNIT (STUCCO), AND TO ALLOW BOTH ACCESSORY STRUCTURES TO BE 13 FEET SIX INCHES WHERE 13 FEET IS THE MAXIMUM ALLOWED on 0.45 acres at 6308 Jennifer Court (APN 138-02-811-030), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**2**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-40579 and SUP-40577
2. Conditions and Staff Report - VAR-40579 and SUP-40577
3. Supporting Documentation
4. Photos - VAR-40579 and SUP-40577
5. Justification Letter - VAR-40579 and SUP-40577
6. Protest Postcards for VAR-40579 and SUP-40577
7. Backup referenced from the February 8, 2011 Planning Commission Meeting Items VAR-40579 and SUP-40577



0 300 600 Feet

CASE: **VAR-40579 AND SUP-40577**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N



0 300 600 Feet

CASE: **VAR-40579 AND SUP-40577**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CONAN AND JESSICA TURNER

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-40579	Staff recommends DENIAL, if approved subject to conditions:	N/A
SUP-40577	Staff recommends DENIAL, if approved subject to conditions:	VAR-40579

** CONDITIONS **

VAR-40579 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-40577) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structures (Class I and Class II). An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-40577 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Accessory Structure (Class I) use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-40579) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structure (Class I). 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.

** STAFF REPORT **

PROJECT DESCRIPTION

These requests are for a Variance and Special Use Permit for a proposed 1,067 square-foot Accessory Structure (Class I) on a developed single family residential lot at 6308 Jennifer Court. The structure will be stucco, and painted to match the existing residence. Staff recommends denial of the Variance and the associated Special Use Permit requests, as no characteristics of the property prevent the Accessory Structure (Class I) from being designed to meet Title 19 standards. If the Variance request is denied, the associated Special Use Permit would also be denied and the property must remain as it is.

ISSUES

- An Accessory Structure (Class I) use is permitted in the R-E (Residence Estates) zoning district with the approval of a Special Use Permit.
- There is a companion request for a Variance to allow a maximum 3,467 square feet of combined floor area where 809 square feet is the maximum allowed, to allow an Accessory Structure (Class II) to not be aesthetically compatible (metal) with the principal dwelling unit (stucco) and to allow an Accessory Structure to exceed the height of the principal dwelling unit by six inches. Revised plans submitted February 24, 2011 depict the removal of the Accessory Structure (Class II). This results in a revised Variance request for a building area of 1,067 square feet for the Accessory Structure (Class I) where 809 square feet is allowed. Revised elevations indicate that the height of the structure will not exceed the height of the principal dwelling.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/21/73	The Board of City Commissioners approved a Rezoning (Z-0016-73) on this site from C-2 (General Commercial) to R-E (Residence Estates) as part of a larger request.
03/22/73	The Board of Zoning Adjustment approved a Variance (V-0012-73) to allow a 30-foot front yard building setback where 50 feet is required on 68 proposed lots on property located on the north side of Alexander Road, between Torrey Pines Drive and Tonopah Highway.
02/08/11	The Planning Commission voted (7-0) to recommend DENIAL on companion items VAR-40579 & SUP-40577 (PC Agenda Items 21-22/rg).

Most Recent Change of Ownership	
05/26/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1978	The Single Family Residence was constructed.

Pre-Application Meeting	
12/13/10	A pre-application meeting was held with the applicant, where elements of submitting a Variance and Special Use Permit for the proposed Accessory Structures (Class I and Class II) were discussed. The topics included: • A request for a Variance is necessary to allow the proposed accessory structures to exceed 50 percent floor area of the main dwelling unit. The exterior elevation of the proposed Accessory Structure (Class II) is not aesthetically compatible with the main dwelling unit. The proposed heights of both accessory structures are greater than the main dwelling unit. • Approval of a Special Use Permit to allow the Accessory Structure (Class I) is required.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/13/11	A site visit by staff noted a well maintained Single Family Dwelling.

Details of Application Request	
Site Area	
Net Acres	0.45

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

East	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08.040, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF	19,889 SF	N*
Min. Setbacks (Accessory Structure)			
• Front	Not allowed	N/A	N/A
• Side (North)	3 Feet	49 Feet	Y
• Side (South)	3 Feet	6 Feet	Y
• Rear	3 Feet	5 Feet	Y
Min. Distance Between Buildings	6 Feet	11 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Rear Yard Coverage	50 %	10 %	Y
Max. Floor Area (Accessory Structures)	809 SF	1,067 SF	N
Max. Building Height	Lesser of 2 stories, 35 feet or the height of the principal building.	15 feet	Y

*****The subject site is legally non-conforming for the lot size.

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Jennifer Court	N/A	N/A	51	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement						
Use		*Required*		*Provided*		*Compliance*
		Parking Ratio	Parking		Parking	
Single Family Residence	2 spaces per dwelling unit		2		2	Y
Accessory Structure (Class I)	One additional space must be provided beyond the number of spaces normally required		1		1	Y
TOTAL SPACES REQUIRED			3		3	Y

ANALYSIS

The applicant is requesting a Special Use Permit for a proposed 1,067 square-foot Accessory Structure (Class I) and a companion Variance request to allow Accessory Structures (Class I and Class II) in the property located at 6308 Jennifer Court. The Accessory Structure (Class II) has been removed from a revised site plan submitted February 24, 2011, and is no longer included in this request. The subject property is located within the Airport Overlay District with 140-foot height restriction and Rural Preservation Overlay District. The proposed development conforms to the Special Area Plans.

An Accessory Structure (Class I) use is defined by Title 19.20.020 as "an accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests." Unless the principal dwelling is owner-occupied, a Class I accessory structure may not be offered or occupied as a rental unit.

Approval of an associated Variance (VAR-40579) will be required, as the floor area of the proposed class I accessory structure exceeds fifty percent of the floor area of the principal dwelling. Pursuant to Title 19.08.040, the total area of all accessory structures shall not exceed fifty percent of the principal dwelling, which is 1,618 square feet. This would allow a building area for the accessory structure up to 809 square feet. With revised plans and elevations

depicting the removal of the class II accessory structure, and the height and materials of the class I accessory structure shown in compliance with Title 19 requirements, the Variance applies to building floor area only. No characteristics of the property prevent the Accessory Structure (Class I) from being designed to meet Title 19 standards; therefore, staff recommends denial of the requests for a Variance and the associated Special Use Permit.

FINDINGS (VAR-40579)

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 I) that exceeds the building floor area allowed by Title 19.08, and results in an overbuilt property. Alternatives could include reducing the size of the proposed class I accessory structure, to allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-40577)

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 land use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses as the proposed class I accessory structure exceeds Title 19 standard for floor area.

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 land use proposed, as is evidenced by the need for a Variance. The floor area of the proposed accessory structure exceeds fifty percent of the floor area of the principal dwelling unit constructed on the same lot, which is the maximum established by Title 19.08 for this 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 Jennifer Court. The proposed use is not expected to have an effect on traffic in the area, and the right-of-way is adequate to accommodate it and the existing uses on the property.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of the proposed Accessory Structure (Class I) use will not jeopardize the public health, safety or welfare, as they will be subject to permit review and inspection prior to completion.

5. **The use meets all of the applicable conditions per Title 19.04.**

   The proposed Accessory Structure (Class I) use meets all applicable conditions of Title 19.04. The proposed accessory structure is not in compliance with the building area pursuant to Title 19.08.040.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 197 (By City Clerk)

APPROVALS 2

PROTESTS 4

RG

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40579** APN: 136-02-811-030

Name of Property Owner: Conan Turner

Name of Applicant: Conan Turner

Name of Representative: Conan Turner

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: Conan Turner

RECEIVED
DEC 23 2010
City of Las Vegas

Subscribed and sworn before me

This 21 day of December, 20 10

_____
Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Conan and Jessica Turner VARIANCE

Project Address (Location) 6308 Jennifer Ct. Las Vegas NV 89108

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-02-811-030 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Conan and Jessica Turner **Contact** _____

Address 6308 Jennifer Ct. **Phone:** 702 858-7603 **Fax:** _____

City Las Vegas NV **State** NV **Zip** 89108

E-mail Address _____

APPLICANT _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address SAME **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 Conan Turner

Subscribed and sworn before me

This 21 day of December, 20 10.

_____

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

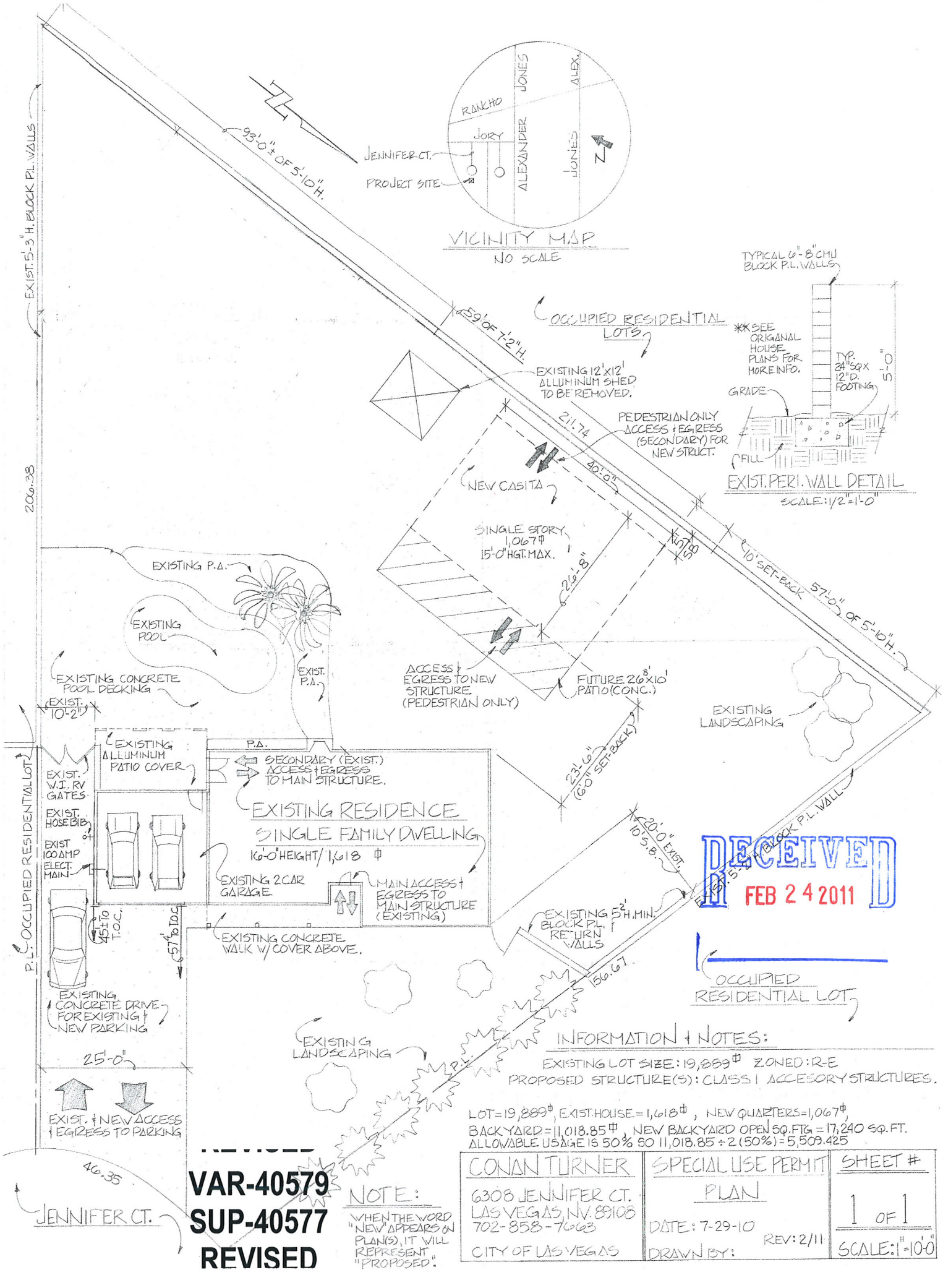
FOR DEPARTMENT USE ONLY

Case #	VAR-40579
Meeting Date:	2-8-11
Total Fee:	$30
Date Received:*	12-23-10
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

f:\depot\Application Packet\Application Form.pdf



RECEIVED
FEB 24 2011

INFORMATION & NOTES:

EXISTING LOT SIZE: 19,889 ☐' ZONED: R-E
PROPOSED STRUCTURE(S): CLASS I ACCESORY STRUCTURES.

LOT = 19,889 ☐', EXIST. HOUSE = 1,618 ☐', NEW QUARTERS = 1,067 ☐',
BACKYARD = 11,018.85 ☐', NEW BACKYARD OPEN SQ. FTG = 17,240 SQ. FT.
ALLOWABLE USAGE IS 50% SO 11,018.85 ÷ 2 (50%) = 5,509.425

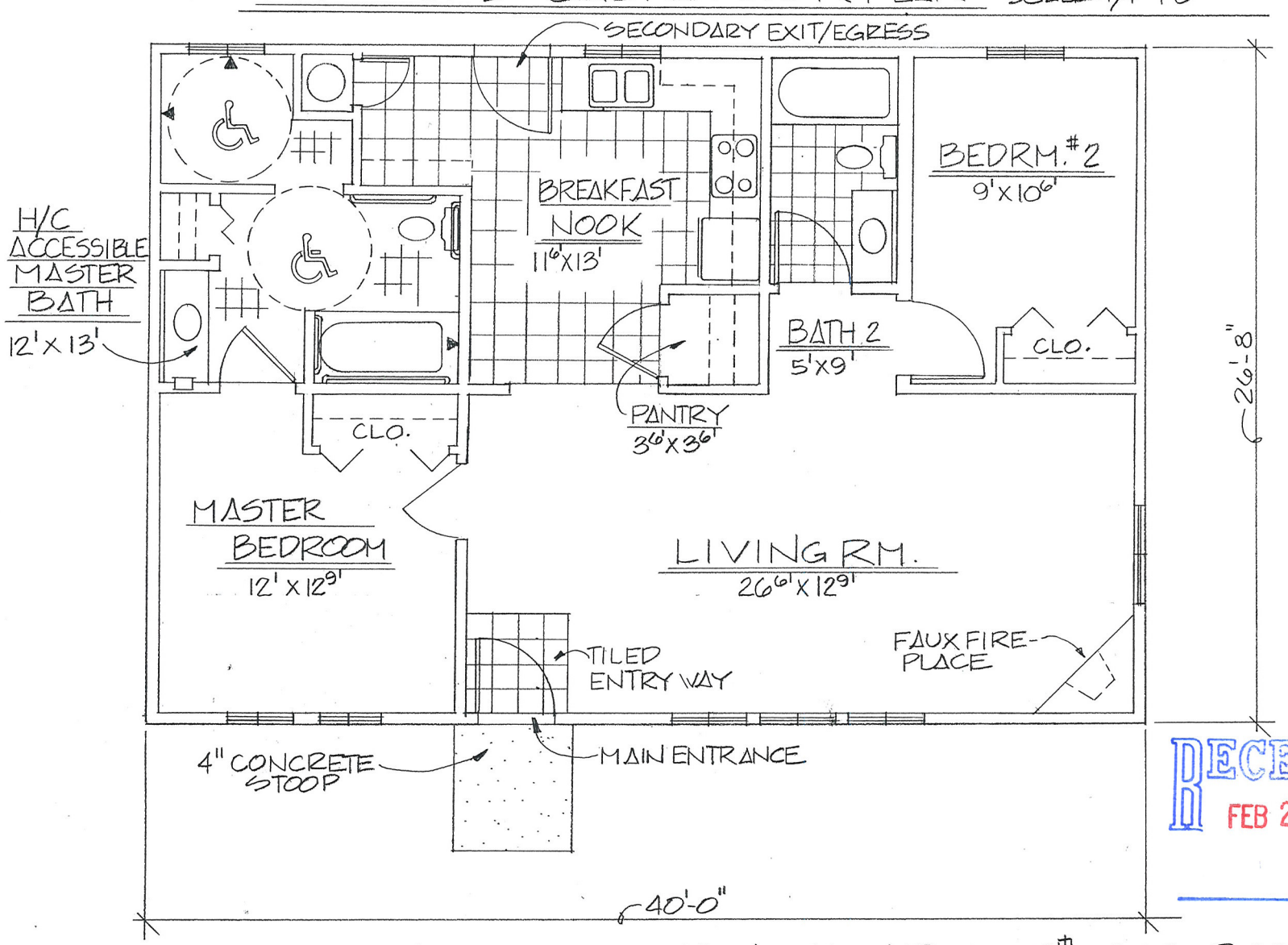
VAR-40579
SUP-40577
REVISED

NOTE:
WHEN THE WORD "NEW" APPEARS ON PLAN(S), IT WILL REPRESENT "PROPOSED".

CONAN TURNER 6308 JENNIFER CT. LAS VEGAS, NV. 89108 702-858-7663 CITY OF LAS VEGAS	SPECIAL USE PERMIT PLAN DATE: 7-29-10 REV: 2/11 DRAWN BY:	SHEET # 1 OF 1 SCALE: 1"=10'-0"

PROPOSED CASITA FLOOR PLAN

SCALE: 1/4"=1'-0"



RECEIVED
FEB 24 2011

MAXIMUM OCCUPANCY LOAD = 1,067# ÷ 200 = 5.335 = (5)

PROPOSED CASITA FLOOR PL.
SPECIAL USE PERMIT PLAN
CITY OF LAS VEGAS.
DATE REV: 2-18-11

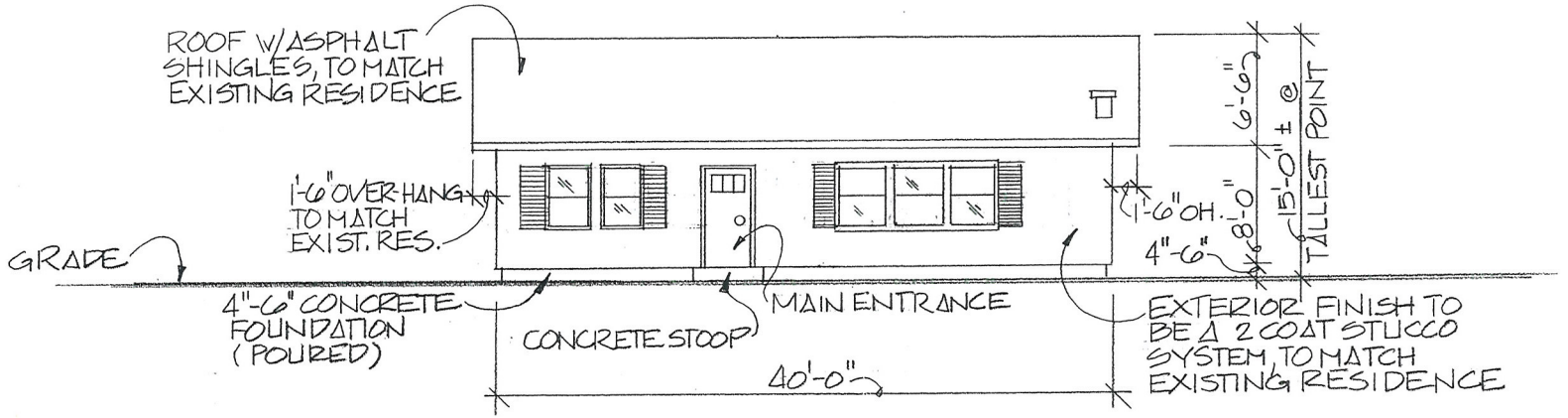
CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS, NV. 89108
702-858-7603

SHEET # 1 OF 3
SCALE: 1/4"=1'-0"

VAR-40579
SUP-40577
REVISED

PROPOSED CASITA EAST ELEVATION PLAN

SCALE: 1/8"=1'-0"



* EXIST. COLOR LEGEND

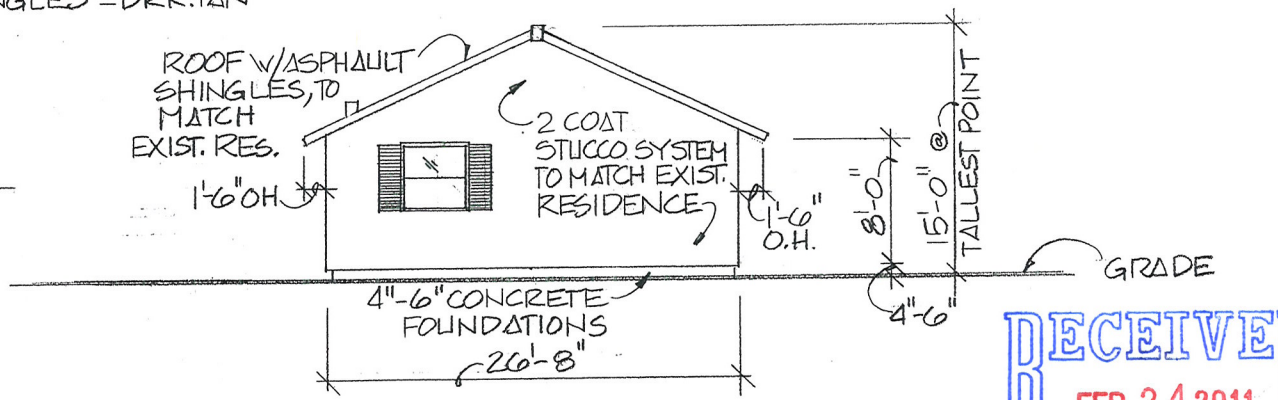
EXIST. RESIDENCE STUCCO = TAN
EXIST. RESIDENCE SHINGLES = DRK. TAN

* NOTE:

EXISTING RESIDENCE IS A SINGLE FAMILY, SINGLE STORY HOME WHICH IS 16'-0" H. @ ITS TALLEST POINT.

NORTH SIDE ELEVATION PLAN

SCALE: 1/8"=1'-0"



RECEIVED
FEB 24 2011

PROPOSE CASITA ELEVATION
SPECIAL USE PERMIT PLAN
CITY OF LAS VEGAS
DATE REV: 2-18-11

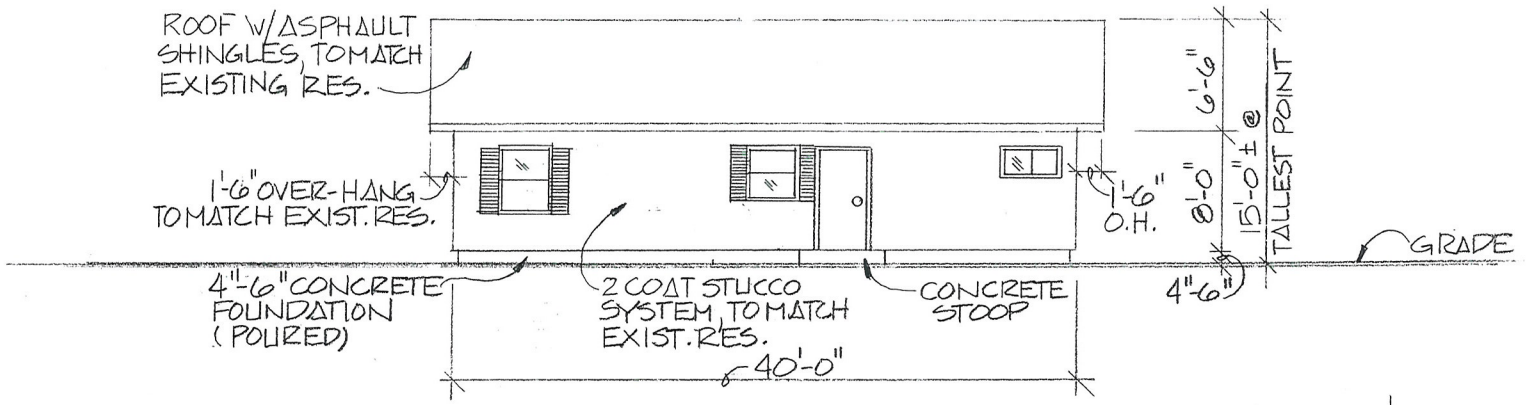
CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS, NV. 89108
702-858-7663

SHEET # 2 OF 3
SCALE: 1/8"=1'-0"

VAR-40579
SUP-40577
REVISED

PROPOSED CASITA WEST ELEVATION PLAN

SCALE: 1/8"=1'-0"



*EXIST. RES. COLOR LEGEND:

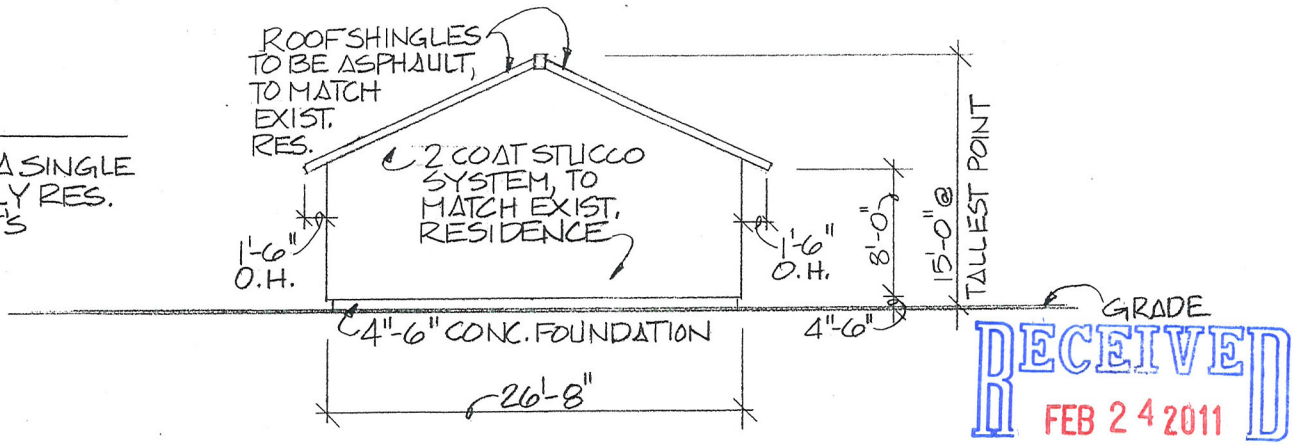
*EXIST. HOUSE STUCCO = TAN
*EXIST. ROOF SHINGLES = DRK. TAN

*NOTE:

EXIST. RESIDENCE IS A SINGLE STORY, SINGLE FAMILY RES. WHICH IS 16'-0" H. @ IT'S TALLEST POINT.

SOUTH SIDE CASITA ELEVATION PLAN

SCALE: 1/8"=1'-0"



RECEIVED
FEB 24 2011

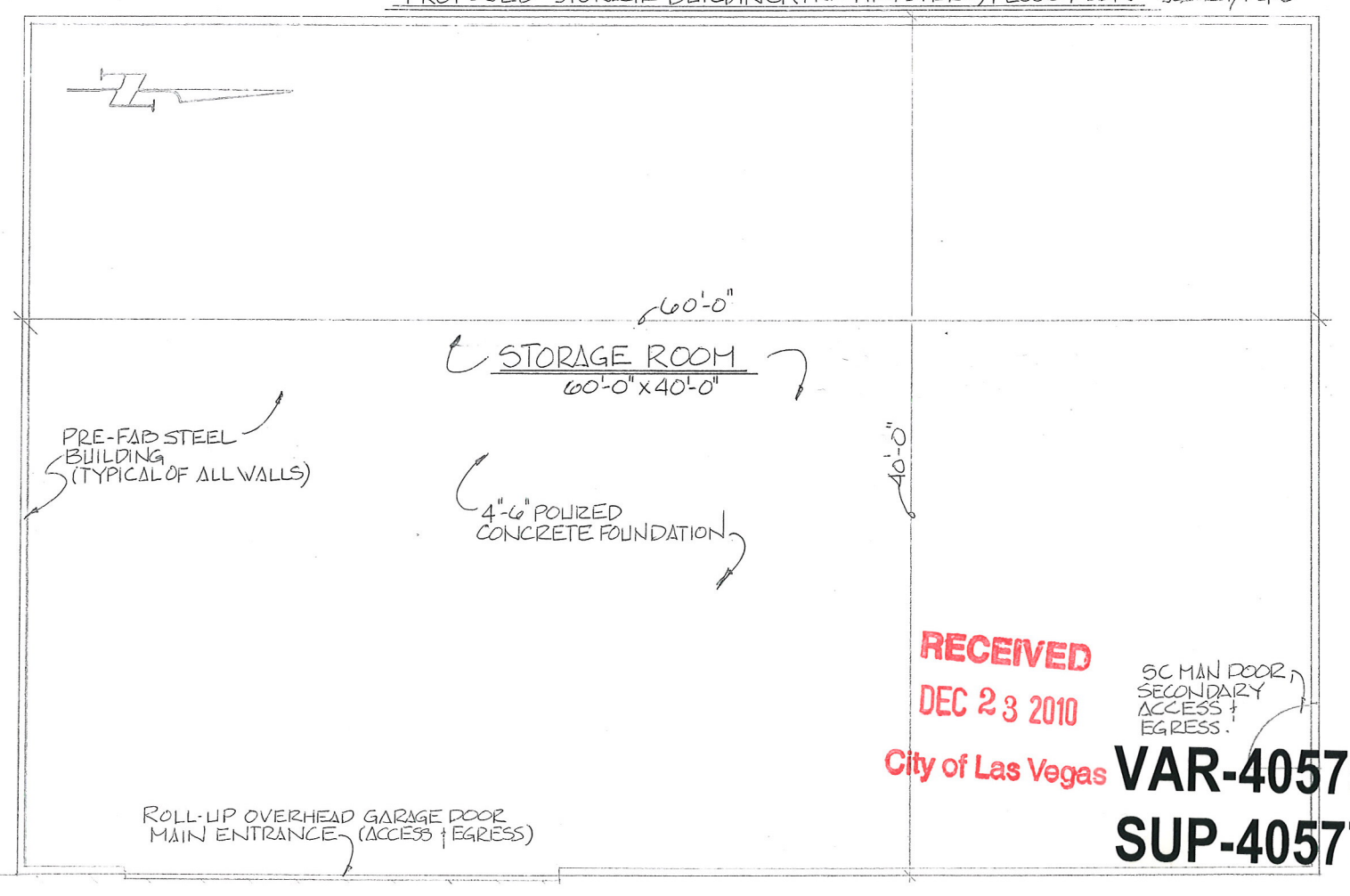
PROPOSED CASITA EXT. ELEV.
SPECIAL USE PERMIT PLANS
CITY OF LAS VEGAS
REV. DATE: 2-23-11

CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS NV. 89108
702-858-7603

SHEET # 3 OF 3
SCALE: 1/8"=1'-0"

VAR-40579
SUP-40577
REVISED

PROPOSED STORAGE BUILDING (PRE-MFG STEEL) FLOOR PLAN SCALE: 1/4"=1'-0"



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DEC 23 2010
City of Las Vegas

VAR-40579
SUP-40577



VAR-40579 AND SUP-40577 - APPLICANT/OWNER: CONAN AND JESSICA TURNER
6308 JENNIFER COURT

01/13/11



VAR-40579 AND SUP-40577 - APPLICANT/OWNER: CONAN AND JESSICA TURNER
6308 JENNIFER COURT

01/13/11

December 22, 2010

Conan and Jessica Turner
6308 Jennifer Ct.
Las Vegas NV 89108
702-858-7663

To Whom It May Concern:

I am writing this to request a special use permit variance for the above noted address. I am planning on adding a mother-in-law's quarters equaling 1,067 sq ft. which exceeds the 50% floor area of the main structure. My mother has MS and requires use of a wheelchair and also requires a lot of my assistance. The need for a storage structure is required also for her belongings of 60 years. This structures sq. footage is 2,400 which also exceed the 50% floor area.

I also request the variances for non-esthetically compatible materials since the new mother-in-law's quarter will be stucco, but the existing house is stucco, brick, and siding. I will be upgrading the main residence to stucco to match the new structure in the future so that it all will be stylish when we are complete. The storage building is a pre-manufactured steel structure which comes in any color which will be a tan to match the proposed stucco.

A variance is also needed for the fact that the finished height of the proposed storage building will be 6" higher at the midpoint as measures from the average finished grade of the structure to the midpoint between the base of the roof and the peak, than the main existing residence since the plate height of the main residence is 8'-0" and the proposed storage buildings plate height is 10'-0". The overall finished height of the proposed structures will not exceed the finished height of the main residence, though.

The neighbors that occupy the lots surrounding our property have been notified of the proposed construction and seem to have no problems with the improvements we desire to make to our lot. They have all done similar or larger projects in the past and realize that a presidence has been set and that it would be unjust to allow certain residents to do projects but others not to. They also realize that our proposed projects will help keep our lot orderly and pleasing to the eye, which in turn helps every ones property values.

We sincerely appreciate your time. If you have any questions or comments regarding this matter please feel free to contact us at the number listed above.

Sincerely,
Conan and Jessica Turner

RECEIVED
DEC 23 2010
City of Las Vegas

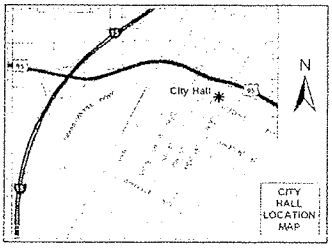
VAR-40579
SUP-40577

2011 MAR -7 A 7:50

CITY CLERK

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



I'm confronted daily with a BLDG like this next to my property & now most of Torrey Pines looks like a ghetto! Any more of these BLDGs on residential lots will further ruin property values! Stucco it or forget it!

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-40579 & SUP-40577
City Council Meeting of 3/16/2011

BRUCE FAMILY TRUST
BRUCE ROSALIE DAWN TRS
4141 N TORREY PINES DR
LAS VEGAS NV 89108-5538

APN#13802810001

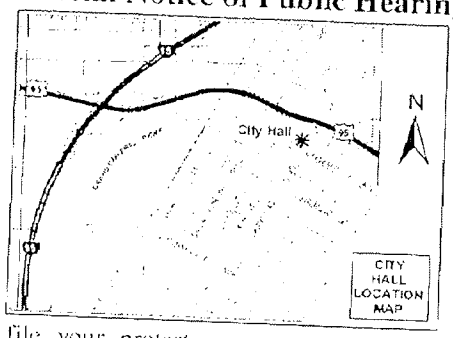
24 LRDFN11 89108

03/04/2011 FRI 11:46 [TX/RX NO 9015] 001

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

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-40579 & SUP-40577

City Council Meeting of 3/16/2011

HANSEN KAREN A
4009 RHONDA DR
LAS VEGAS NV 89108-5208

APN#13802811020

24 LRDFN11 89108

2011 MAR -7 A 7:50

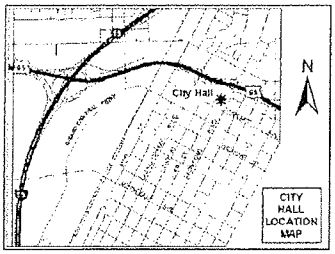
CITY CLERK
RECEIVED

Mar 07 2011 3:35PM HP LASERJET FHX p.1

03/07/2011 MON 15:37 [TX/RX NO 9038] 001

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

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-40579 & SUP-40577
City Council Meeting of 3/16/2011

ALL PROPERTY IN BIG SKY RANCH ESTATES HAS A DEED RESTRICTION OF SINGLE FAMILY PROPERTY ONLY

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 03 2011
MAILED FROM ZIP CODE 89101

THOM ARTHUR J & SUSAN A
4001 RHONDA DR
LAS VEGAS NV 89108-5208

APN#13802811021

2011 MAR -7 P 3:46

CITY CLERK

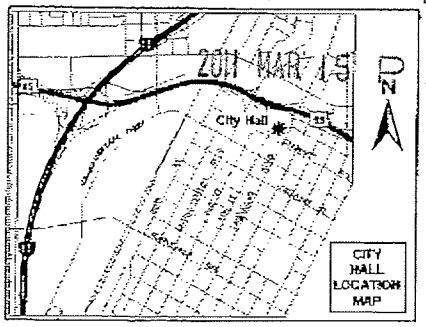
24 LRDFN11 89108

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41[4]
0004279218 MAR 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.

VAR-40579 & SUP-40577
City Council Meeting of 3/16/2011

1) I OPPOSE ANY NON CONFORMING METAL STRUCTURE, ESPECIALLY ONE 2400 SQFT

2) I OPPOSE ANY MOBILE/ACCESSORY STRUCTURE OF ANY SIZE THAT IS PLACED ONTO THE PROPERTY.

FERRANTI PETER W & CAROL
6309 JENNIFER CT
LAS VEGAS NV 89108-5201

3) PLEASE DONT ALLOW ANY VARIANCES THAT ARE AGAINST THE CODE OR THE MASTER PLAN THAT WOULD REDUCE MY PROPERTY VALUES.

APN#13602811029

24 LRDFNII 89108

03/15/2011 TUE 14:09 [TX/RX NO 9095] 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

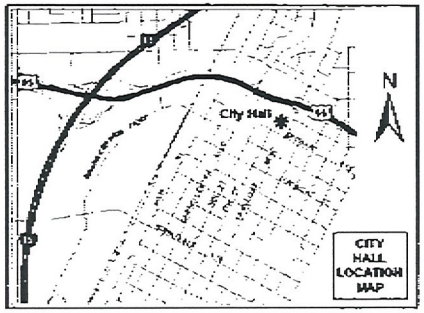
01/29/2011 14:49 FAX 7026454383 J&R SALES 001/001

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN 27 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 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.

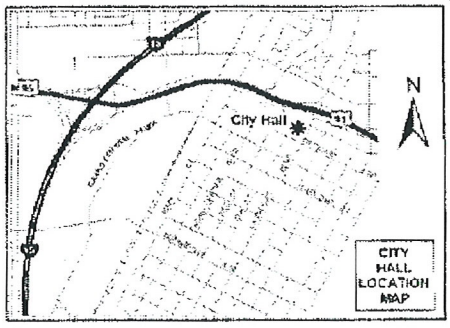
VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

Case: VAR-40579
13802416041
COOK RICHARD C LIVING TRUST
6417 OUIDA WY
LAS VEGAS NV 89108-5526

RECEIVED
JAN 31 2011

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

Case: VAR-40579
13802301003
DELEON EFREN N & NEVARRIE P
4325 N TORREY PINES DR
LAS VEGAS NV 89108-5510

24 KRDFN11 89108

RECEIVED
JAN 31 2011

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

RECEIVED
FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

UNITED STATES POSTAGE
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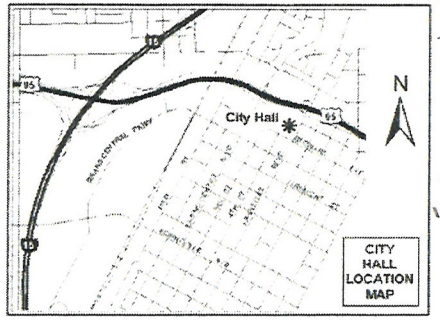
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

I OPPOSE ALL THREE VARIANCES.
1) I DO NOT WANT A 2400 SQFT METAL STRUCTURE (LARGER THAN THE ENTIRE HOUSE) IN THE YARD.
2) I DO NOT WANT A 1067 SQFT 2 PIECE "MANUFACTURED" (MOBILE HOME) PLACED ON THE PROPERTY
3) I DO NOT WANT ANYTHING ABOVE 13'.
PLEASE STAY WITH THE RULES AND THE MASTER PLAN AND DO NOT ALLOW VARIANCES THAT WILL NEGATIVELY AFFECT MY PROPERTY VALUE.

Peter Ferranti & Carol Ferranti

VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

Case: VAR-40579
13802811029
FERRANTI PETER W & CAROL
6309 JENNIFER CT
LAS VEGAS NV 89108-5201

24 KRDFN11 89108

21-22 P

24422

PAGE 01
JACKSTRUCKING
7026455297
02/07/2011 09:01

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

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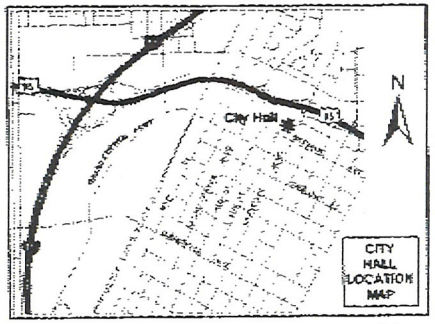
Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579

13802811028
BENEFIEL JACK W & DOLORES A
6305 JENNIFER CT
LAS VEGAS NV 89108-5201

24 KRDFN11 89108

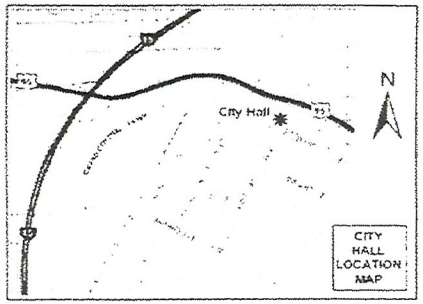
0-12-22

02/07/11 08:27AM ABBOTTS 7028715463 p.01

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

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-40579 & SUP-40577

Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579

13802710002
BROGAN RODNEY M & VICTORIA R
4240 JORY TRL
LAS VEGAS NV 89108-5207

24 KRDFN11 89108

21-22 A

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M
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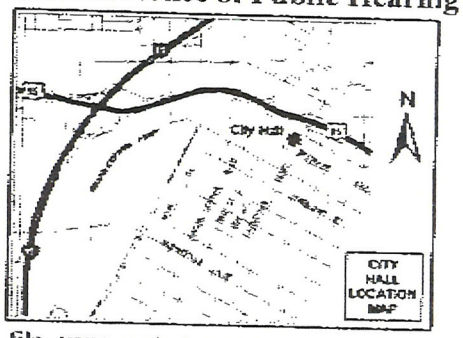
$ 00.41⁴
JAN 27 2011
MAILED FROM ZIP CODE 89101

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-40579 & SUP-40577

Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 8 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579

13802416011
BRADLEY ROBERT
6500 OUIDA WY
LAS VEGAS NV 89108-5542

24 KRDFN11 89108

2/8
A-22

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40577 – ABEYANCE ITEM - SPECIAL USE PERMIT RELATED TO VAR-40579 - PUBLIC HEARING - APPLICANT/OWNER: CONAN AND JESSICA TURNER - Request for a Special Use Permit FOR A PROPOSED 1,067 SQUARE-FOOT ACCESSORY STRUCTURE (CLASS I) WITH KITCHEN at 6308 Jennifer Court (APN 138-02-811-030), R-E (Residence Estate) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40577** APN: 138-02-811-036

Name of Property Owner: Jessica Turner

Name of Applicant: Jessica Turner

Name of Representative: Jessica Turner

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: J. Turner

Print Name: Jessica Turner

Subscribed and sworn before me

This 21 day of December, 20 10

_____

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

RECEIVED
DEC 23 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Conan and Jessica Turner SUP

Project Address (Location) 6308 Jennifer Ct. Las Vegas NV 89108

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-02-811-030 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Conan and Jessica Turner **Contact** _____

Address 6308 Jennifer Ct. **Phone:** 702 858 7668 **Fax:** _____

City Las Vegas **State** NV **Zip** 89108

E-mail Address tjackqueli@aol.com

APPLICANT _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* J Turner

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jessica Turner

Subscribed and sworn before me

This 21 day of December, 20 10.

_____

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

FOR DEPARTMENT USE ONLY

Case #	SUP-40577
Meeting Date:	2-8-11
Total Fee:	1030
Date Received:*	12/23/10
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

Please refer to VAR-40579 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

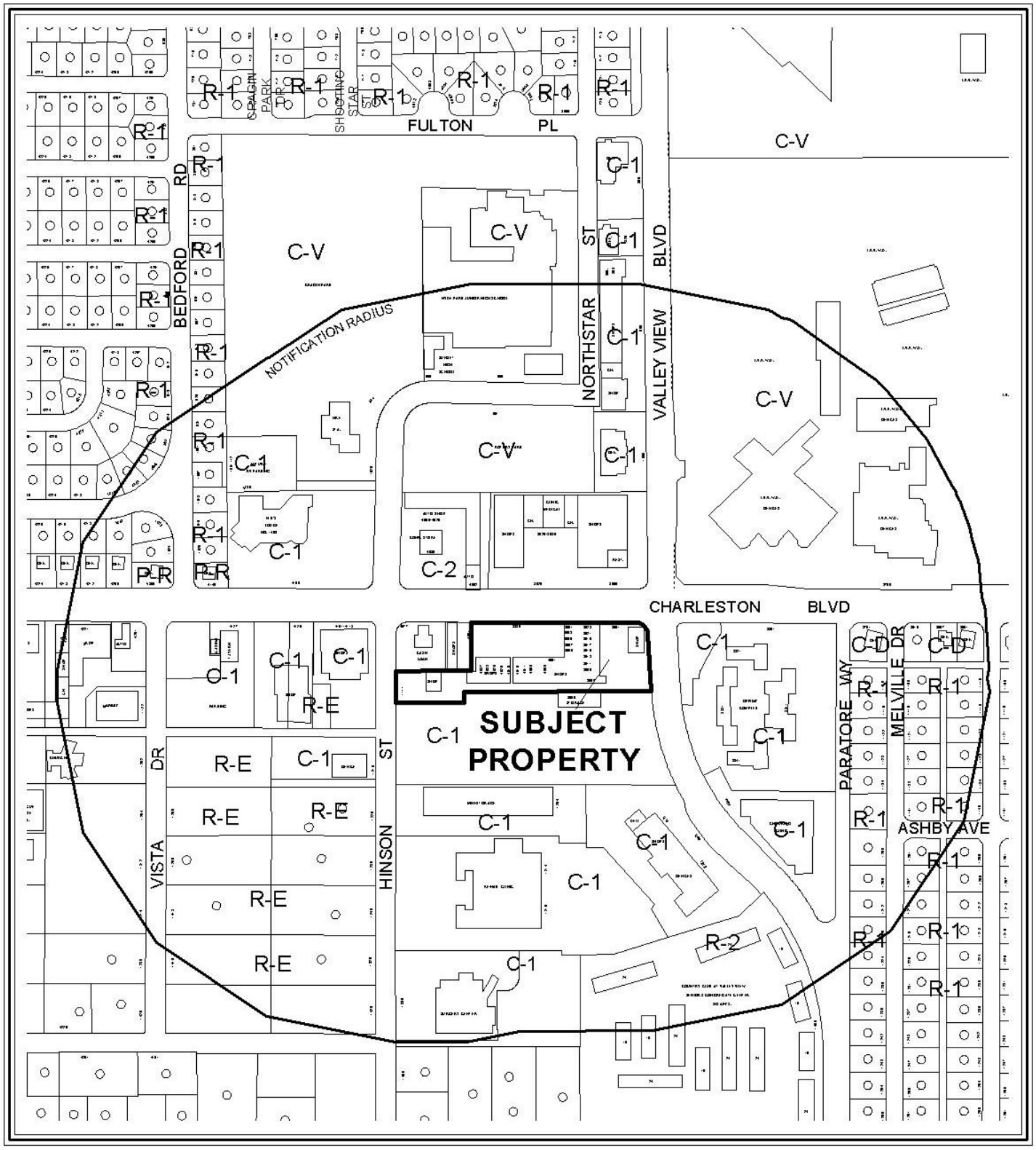
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**0**
City Council Meeting	**2**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Backup referenced from the March 25, 2010 Planning Commission Meeting for SDR-37363



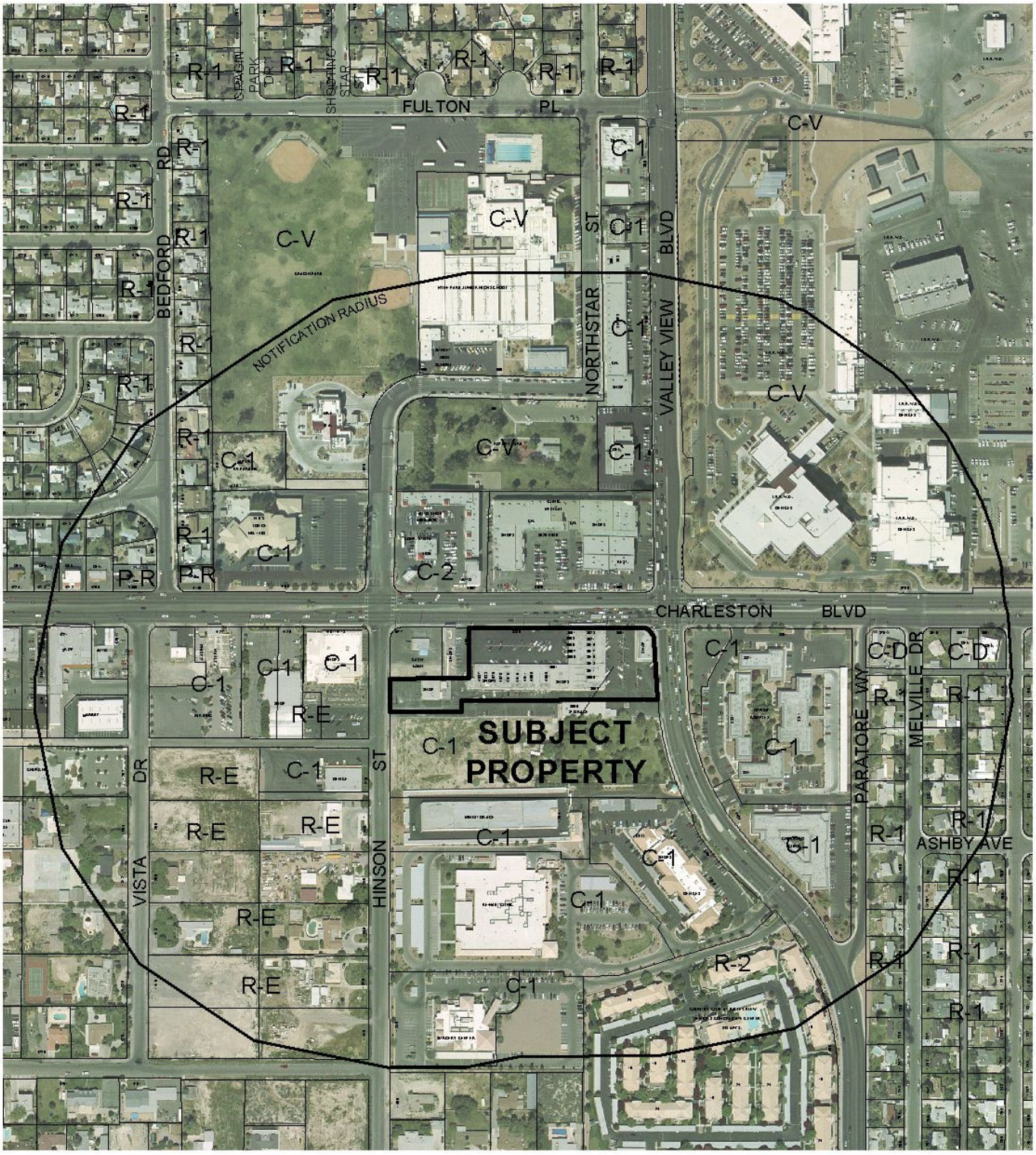
0 300 600 Feet

CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: LIED FOUNDATION TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 6, 2010 CITY COUNCIL MEETING AT THE REQUEST OF COUNCIL

** CONDITIONS **

The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

Planning

1. This approval shall be void two years from the date of final approval, unless a final inspection has been conducted by the Planning and Development Department. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

RG

Staff Report Page One
April 6, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Major Amendment to an approved Site Development Plan Review to allow zero-foot landscape buffers and no planting materials within the Charleston Boulevard and Valley View Boulevard perimeter landscape buffers, where three and four-foot buffers respectively, were previously approved at 3901 West Charleston Boulevard. There is an approved site plan and landscaping plan that was submitted as part of an approved building permit for the site in 1979.

ISSUES

- The landscape buffer area along Valley View Boulevard is sloped, and located adjacent to a bus stop. Staff can support the request for this area due to the topography of the buffer area and the damage to the buffer area from heavy foot traffic associated with the bus stop.

- A condition has been added to require a landscape buffer and planting materials along Charleston Boulevard as the applicant has provided no compelling justification for the removal of the required landscaping. With this condition, staff recommends approval of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc. and Property Sales	
02/27/63	The City Board of Commissioners approved a request of Rezoning (Z-0158-62) from R-E to R-4, for property generally located on the south side of West Charleston Boulevard, between Valley View Boulevard and Hinson Street. Planning Commission and staff recommended approval.
11/12/08	A Code Enforcement case (#71758) was processed for the business to remove graffiti at the rear/south wall of the building. The case was closed by Code Enforcement on 01/22/10.
03/25/10	The Planning Commission (7-0 vote) recommended APPROVAL (PC Agenda Item #28/rg).
Related Building Permits/Business Licenses	
03/16/79	A building permit (#1762) was approved for a new Restaurant at 3901 West Charleston Boulevard. The project was completed on 09/18/79.

05/15/91	A business license (B11-00400) was approved for a business supply store at 3901 West Charleston Boulevard. The license is active.
12/02/94	A building permit (#94358907) was approved to install an aluminum awning at 3901 West Charleston Boulevard. The project was completed on 02/14/95.
09/15/00	A business license (M18-01995) was approved for a consulting business at 3901 West Charleston Boulevard. The license is active.
03/21/01	A business license (B11-00651) was approved for a business supply store at 3901 West Charleston Boulevard. The license is active.
04/05/01	A business license (M18-02121) was approved for a consulting business at 3901 West Charleston Boulevard. The license is active.
03/28/02	A business license (Q01-00380) was approved for a real estate firm at 3901 West Charleston Boulevard. The license was marked out of business.
05/29/07	A business license (A44-00016) was approved for automobile sales at 3901 West Charleston Boulevard. The license is active.
Pre-Application Meeting	
02/09/10	A pre-application meeting with the applicant was held where elements of submitting a Site Development Plan Review to allow a zero-foot landscape buffer were discussed. The topics included: • The submittal of application materials, meeting dates, and deadlines were discussed.
Neighborhood Meeting	
A neighborhood meeting was not required, nor was one held.	
Field Check	
02/18/10	The site has banner signs on the south side of the building without permit per Title 19.14. A trash bin is located at the rear of the building at the parking area with no trash enclosure on-site.

Details of Application Request	
Site Area	
Gross Acres	2.81

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)
North	Commercial Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
East	Office	SC (Service Commercial)	C-1 (Limited Commercial)
West	General Retail	SC (Service Commercial)	C-1 (Limited Commercial)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan		X	N/A
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts			
A-O Airport Overlay District (175 Feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.040, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees: • North • East	By Approved Landscape Plan	2 Trees 0 Trees	3 Palm Trees 0 Trees	N*
TOTAL PERIMETER TREES		**2 Trees**	**3 Trees**	**N**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • East	15 Feet 15 Feet		4 Feet 4 Feet	N

*The trees provided along Charleston Boulevard are not located in approved planter areas, but are clustered together further to the west.

ANALYSIS

This is a request for a Major Amendment to an approved Site Development Plan Review to allow zero-foot landscape buffers and no planting materials along Charleston Boulevard and Valley View Boulevard perimeter landscape buffers, where three and four feet respectively, were previously approved at 3901 West Charleston Boulevard.

The site was approved via building permit in 1979, with approved site and landscaping plans depicting perimeter landscaping along both Valley View Boulevard and Charleston Boulevard. At some point, the landscaping materials were removed and the buffer areas were filled with concrete. This request is to allow the concrete to remain. The landscape buffer area along Valley View Boulevard is sloped, and located adjacent to a bus stop. Staff can support the request for this area due to the topography of the buffer area and the damage to the buffer area from heavy foot traffic associated with the bus stop.

However, staff cannot support the request along Charleston Boulevard, as the applicant has provided no compelling justification for the removal of the required landscaping. A condition has been added to require a landscape buffer and planting materials to comply with the approved plans along Charleston Boulevard. With this condition, staff recommends approval of this request.

FINDINGS

The following findings must be made for a Site Development Plan Review:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development contains an existing building and is compatible with adjacent development and development in the area as conditioned.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The site is not consistent with the site and landscape plans approved for the site in 1979.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed from Charleston Boulevard, a 100-foot Primary Arterial and Valley View Boulevard, an 80-foot Secondary Collector. The site access and circulation do not impact the adjacent roadways or neighborhood traffic and it is part of the existing commercial center.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The existing building material is appropriate for the area and for the City. However, the perimeter landscaping buffer is non-existent. As conditioned, the landscape materials are appropriate for the area and for the City.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The existing building elevations are not unsightly or obnoxious, and are compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed development is subject to permit review and inspection; therefore, appropriate measures will be taken to protect the health, safety, and general welfare.

PLANNING COMMISSION ACTION

The Planning and Development Department staff had proposed the additional condition: "*The perimeter landscaping buffer along Charleston Boulevard shall be landscaped with trees and shrubs in conformance with the site plan, date stamped 02/12/79 and landscape plan, date stamped, 02/13/79, except as amended by conditions herein. A final inspection by the Planning and Development Department staff shall be completed within 90 days of final approval."* The applicant requested this condition be removed and the Planning Commission concurred.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 90 (By City Clerk)

APPROVALS 2

PROTESTS 7

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-37363** APN: 162-06-302-003

Name of Property Owner: LIED FOUNDATION TRUST

Name of Applicant: LIED FOUNDATION TRUST

Name of Representative: BARRY W. BECKER

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

RECEIVED
FEB 08 2010

Signature of Property Owner: Christina M. Hixson

Print Name: LIED FOUNDATION TRUST
CHRISTINA M. HIXSON, TRUSTEE

Subscribed and sworn before me

This 2ND day of FEBRUARY, 2010

Dennis H. Smith
Notary Public in and for said County and State

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Review of Landscape & Modification request

Project Address (Location) 3889 W. CHARLESTON BLVD, LAS VEGAS, NV
for 3901 W. CHARLESTON BLVD.

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-06-502-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 7.81 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER LIED FOUNDATION TRUST **Contact** CHRISTINA M. HIXSON
Address 3907 WEST CHARLESTON BLVD **Phone:** 878-1559 **Fax:** 878-6469
City LAS VEGAS **State** NV **Zip** 89102
E-mail Address N/A

APPLICANT LIED FOUNDATION TRUST **Contact** CHRISTINA M. HIXSON
Address 3907 WEST CHARLESTON BLVD **Phone:** 878-1559 **Fax:** 878-6469
City LAS VEGAS **State** NV **Zip** 89102
E-mail Address N/A

REPRESENTATIVE BARRY W. BECKER **Contact** BARRY W. BECKER
Address 50 So. JONES BLVD **Phone:** 870-0212 Ext 6530 **Fax:** 870-4976
City LAS VEGAS **State** NV **Zip** 89108
E-mail Address _____

Property Owner Signature* Christina M. Hixson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LIED FOUNDATION TRUST, CHRISTINA M. HIXSON TRUSTEE

Subscribed and sworn before me

This 2ND day of FEBRUARY, 2010.

Dennis H. Smith
Notary Public in and for said County and State

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

RECEIVED
FEB 08 2010

FOR DEPARTMENT USE ONLY

Case #	SDR-37363
Meeting Date:	03/25/10
Total Fee:	$1030.00
Date Received:*	02/08/10
Received By:	Jonathan B.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

	PRELIMINARY LANDSCAPE PLAN FOR CHARLESTON/VALLEY VIEW	W.O.#: 0000 DATE: 1/05/2010 BY: JRA SCALE: 30' SHEET 1 OF

RECEIVED
MAR 04 2010

SDR-37363
REVISED
03/25/10 PC

INDEX OF DRAWINGS

ARCHITECTURAL:

1.1 SITE PLAN, INDEX, GEN'L NOTES
2.1 FLOOR PLAN
2.2 FOUNDATION PLAN
2.3 EXT. ELEVATION
2.4 EXT. ELEV. DOOR SCHED DETS.
2.5 REFLECTED CLG. PLAN

3.1 ROOF FRAMING, AIR COND'G.

4.1 BUILDING SECT., INT. ELEVS.
5.1 CONST. DETS.
6.1 PLUMBING PLAN.

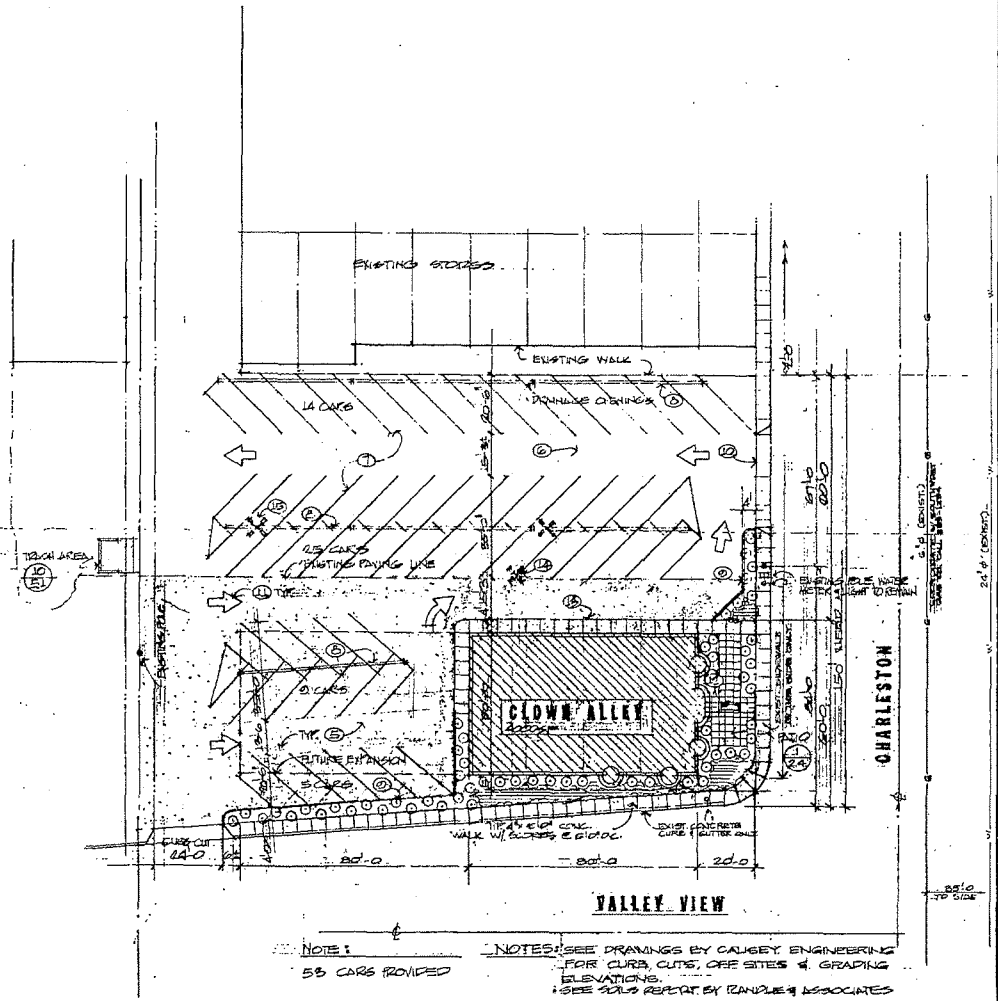
7.1 ELECT. PLAN & FIXTURES
7.2 ELECT. SYMBOLS & SCHEDULES
8.1 SPECIFICATIONS

GENERAL NOTES & SITE PLAN NOTES

1. ALL CONSTRUCTION TO BE EQUAL TO OR EXCEED MINIMUM REQUIREMENTS OF CURRENT EDITIONS OF UNIFORM BUILDING CODE, UNIFORM PLUMBING CODE, NATIONAL ELECTRICAL CODE, & LOCAL AGENCIES.
2. ALL MATTERS RELATING TO THE USE OR INTERPRETATION OF THESE VARIOUS DRAWINGS, THE ARCHITECTS WRITTEN APPROVAL OR STATEMENT SHALL BE CONSIDERED FINAL.
3. CONTRACTOR TO PROVIDE COMPLETE, OPERABLE, AUTOMATIC WATERING SYSTEM TO ALL PLANTS NOT PLANTED IN PLANTER AREAS. SYSTEM TO BE OF SUFFICIENT SIZE & CAPACITY TO ENSURE NORMAL PLANT GROWTH IN ALL PLANTED AREAS AS SHOWN ON SHT. 1.1.
4. ALL RADII @ PLANTERS TO BE 3'-0 U.O.N.
5. 2" A.C. TO BE ROLLED OVER 6" PEA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.
6. PROVIDE NEW SEAL COAT AND STRIPING OVER EXISTING ASPHALT CONC. PAVING.
7. TYP. 9'x20' STALLS W/4" PAINT STRIPES.
8. CONT. 6" CONC. BUMPER CURB.
9. 6" CONC. PLANTER CURB
10. EXISTING CURB CUT TO REMAIN
11. DIRECTION ARROW PAINTED ON A.C. (UNLESS LARGE SIZE AS INDICATED BY PLAN)
12. PYLON SIGN BY SIGN CO.
13. 4'-0 x 4" CONC. WALK
14. EXISTING LIGHT TO BE RELOCATED
15. NEW LIGHTING TO MATCH EXISTING

LANDSCAPE NOTES: ALSO SEE (5) ABOVE

- PFITZER JUNIPERS, 5 GAL. @ 6'-0 O.C.
- MULTI-COLORED TRAILING GAZANIA GROUND COVER FROM FLATS @ 6"-8" O.C.



NOTE:
55 CARS PROVIDED

NOTES:
- SEE DRAWINGS BY CALVEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
- SEE SOILS REPORT BY RANDLE & ASSOCIATES
- SEE JOB SITE FOR CLEARING.

SITE PLAN
SC 1"=20'-0 10/15/78

- SEE STRUCTURAL CALCS BY ILIA BRIANSKI, P.E.

APPROVED LANDSCAPING PLAN
Department of Community Planning & Development
2/28/79

GARY G. WILSON REGISTERED No. 5498 STATE OF NEVADA
FEB 9 1979

SDR-37363
REVISED
03/25/10 PC

GARY GUY WILSON, A.I.A.
ARCHITECT
3363 South Rainbow Blvd. Las Vegas, Nevada 89102
(702) 876-0888

PROJECT: COMMERCIAL BLDG.
FOR: E. F. LEEDS
AT: VALLEY VIEW & CHARLESTON
LAS VEGAS, NEVADA

PROJ. NO. 7811
DATE 5/4/78
REVISED
APPD BY
SHEET 1.1

A.P. 3901 W. Charleston

INDEX OF DRAWINGS

ARCHITECTURAL:

1.1 SITE PLAN, INDEX GEN'L NOTES
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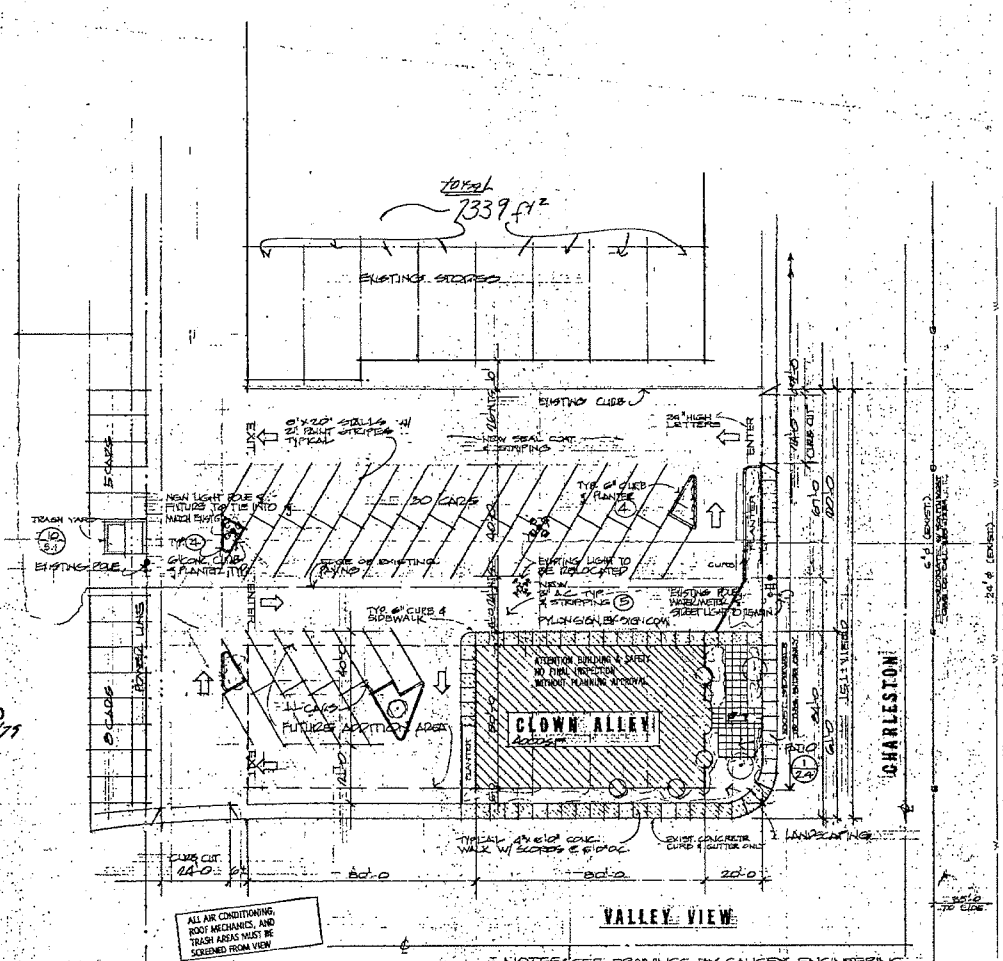
5. 2" A.C. TO BE ROLLED OVER 6" PEA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.

PROJECT DATA:

1. BLOCK
2. PRESENT ZONING:
3. PARKING REQ'D:
4. PARKING PROVIDED: 54 CARS
5. HGT.
6. SETBACKS REQ'D: ZERO
7. SQ. FT.: 4,000 S.F.
8. U.B.C. DATA: 1976 EDITION



PLOT PLAN APPROVED
COMMUNITY PLANNING & DEVELOPMENT
City of Las Vegas

NOTES: SEE DRAWINGS BY CAUSEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
SEE SOILS REPORT BY RANDLE & ASSOCIATES.
SEE OWNER FOR LANDSCAPING.
SEE JOB SITE FOR CLEARING.

SITE PLAN
SC 1" = 20'-0 10/18/78
SEE STRUCTURAL CALCS BY ILIA BRANSKY

GARY G. WILSON REGISTERED No. 545 PROJECT STATE OF NEVADA

* SEE LANDSCAPING PLAN FOR NEW PARKING
Parking Required - 34
Parking Furnished - 38

SDR-37363
REVISED
03/25/10 PC



SDR-37363 - APPLICANT/OWNER: LIED FOUNDATION TRUST
3901 WEST CHARLESTON BOULEVARD

02/18/10



SDR-37363 - APPLICANT/OWNER: LIED FOUNDATION TRUST
3901 WEST CHARLESTON BOULEVARD

02/18/10

January 7, 2010

Evan M. DuVall
City of Las Vegas Planning and Development Services
Planner 1
731 S. Fourth Street
Las Vegas, NV 89101

Re: Landscape Violation; APN: 162-06-502-003, 3901 W. Charleston Blvd.

Dear Mr. DuVall,

This letter is in response to a landscape violation that was filed at 3901 West Charleston Boulevard (APN: 162-06-502-003), regarding conformance to the approved landscaping plan dated September, 1979.

3901 W. Charleston Blvd. was occupied by Mr. Tom Carns, PDQ Printing, for over 15 years (1984 – 1999). He cemented the area in question after the current bus stop was placed on Valley View. The decision was made to cement the area due to the increased traffic the bus stop brought, making it difficult to keep the landscaping alive. The negligence of the public; stepping on bushes, littering, knocking the small rock ground covering onto the public sidewalk, not to mention the limited seating at a highly trafficked bus stop created loitering in the landscaping, all of which continuously destroyed the shrubs and ground cover, making the upkeep costly.

In September, 1999, Mr. Carns vacated the property where the building stood vacant for 10 months. Nevada Legal Forms & Books leased the building in July, 2000, where they are currently located today.

In today's economy, it seems that keeping the area "as is", per say, for now would make the most economical sense. This is the first and only notice that we have received from the Planning and Development Services Department of the City of Las Vegas in 15 years. We would be grateful if you would re-access the area in question and take into consideration the amount of traffic the bus stop incurs each and every day as well as the amount of damage/clean-up that would be continuously required.

Thank you for your help, we look forward to your response.

Yours truly,

Barry W. Becker
Lied Foundation Trust

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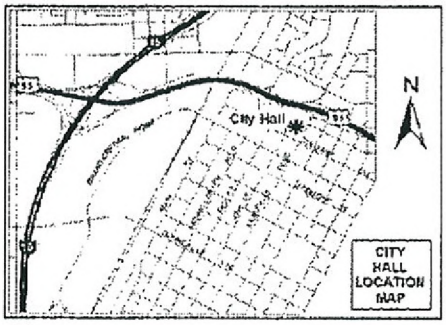
FEB 08 2010
SDR-37363
03/25/10 PC

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

RECEIVED
2010 APR 15 P 12:55
CITY CLERK

VALLEY VIEW LAS VEGAS L L C
%P GAINES
P O BOX 1106
RANCHO SANTA FE CA 92067-1106

APN#16206502018

Submitted after final agenda

Date 4/15-10 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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CITY CLERK
2010 APR 21 A 11:24

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PITNEY BOWES
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APR 09 2010
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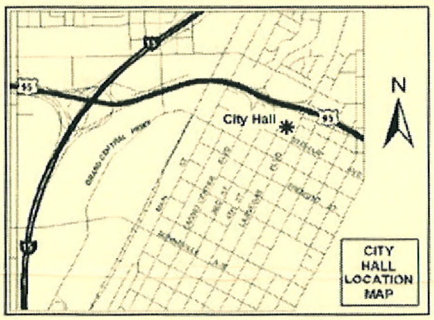
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

Z J & R PROPERTIES L L C
%S ZAGER
P O BOX 1500-436
CORONA DEL MAR CA 92625

APN#13931801018

Submitted after final agen

Date 4/21/2010 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

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MAILED FROM ZIP CODE 89101

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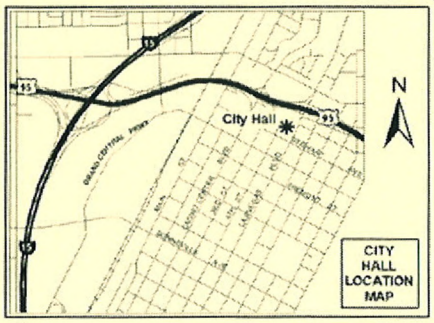

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

MAHILL L L C ETAL
8144 W MADDINGLEY AVE
LAS VEGAS NV 89117-7638

APN#16206510003

...submitted after final age...

Date 4/19/10 Item 101

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

02 1M $ 00.44
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MAILED FROM ZIPCODE 89101

2010 APR 12 P 2:19

RECEIVED
CITY CLERK

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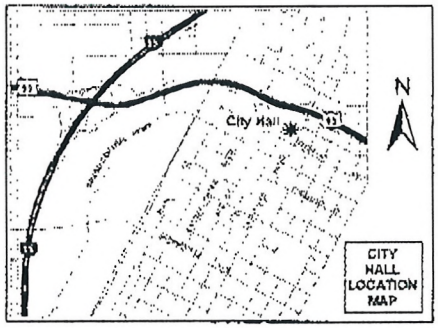

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
City Council Meeting of 4/21/2010

BRAVIN GERALD & ADELINA FAM TR
BRAVIN GERALD & ADELINA TRS
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

APN#16205113016

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested

Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7368. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363

16205110011
WILLIAMS DONALD C & LAMBERTA M
8015 EVERETTE BASIN CT
LAS VEGAS NV 89113-4012

RECEIVED
MAR 19 2010

Submitted after final agenda

Date

Item 28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

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0004279218 MAR 12 2010
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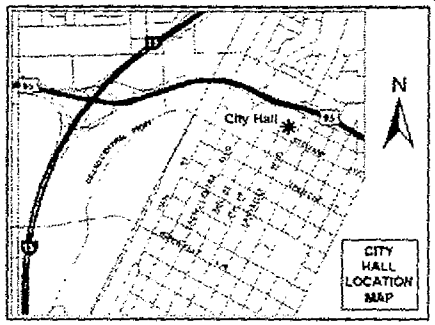
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363
Planning Commission Meeting of 3/25/2010

DO LANDSCAPE

MAR 19 2010

Case: SDR-37363

16206510040
4127 CHARLESTON L L C
%D MASON REALTY
1137 S RANCHO DR #120
LAS VEGAS NV 89102-2259

Submitted after final agenda
Date
Item 28

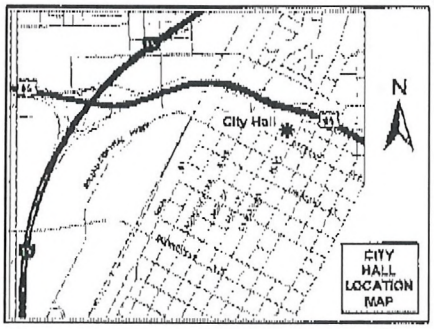
AAUDE11 A810E

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 12 2010
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16206510036
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

RECEIVED
MAR 15 2010

28P

FROM : FAX NO. : Mar. 16 2010 07:53AM P1

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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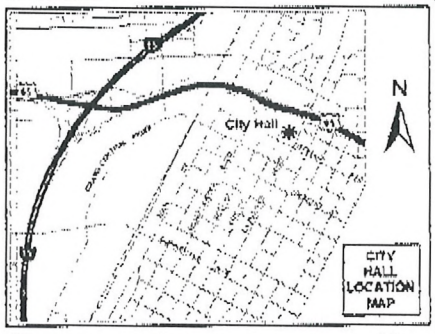
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16205113015
BRAVIN GERALD & ADELINA
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

AAVDS11 89102

RECEIVED
MAR 16 2010

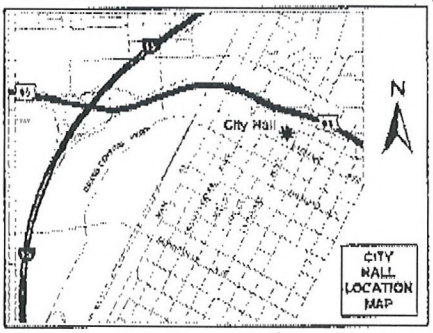
28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

PRESORTED FIRST CLASS

02 1M $ 00.41
00042/8218 MAR 12 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16205113016
BRAVIN GERALD & ADELINA FAM TR
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

AAVDP11 89102

RECEIVED
MAR 16 2010

28P

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

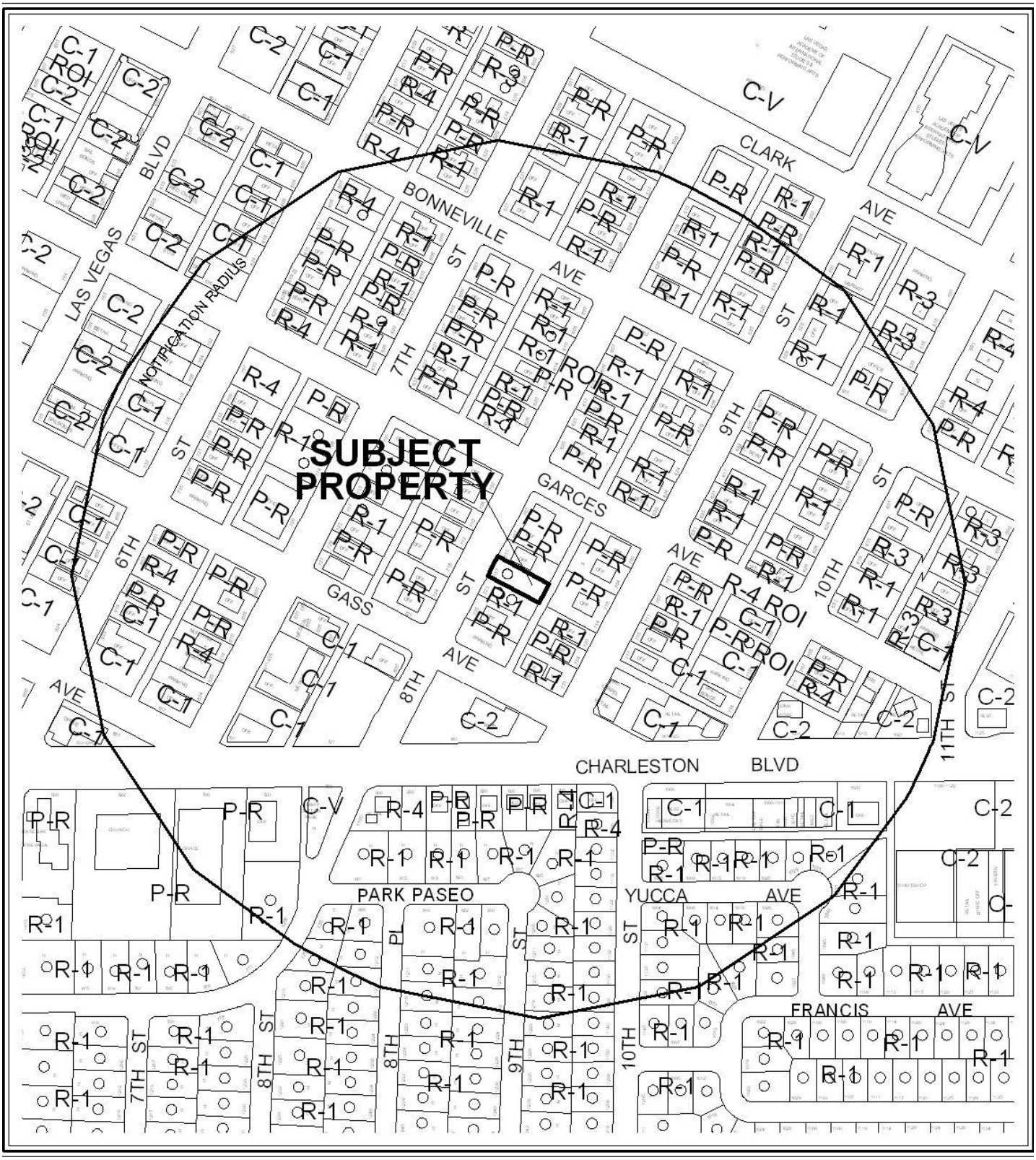
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-40756 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), 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.**	**3**
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 - ZON-40756, VAR-40757, VAR-40758, VAR-40876 and SDR-40759
2. Conditions and Staff Report - ZON-40756, VAR-40757, VAR-40758, VAR-40876 and SDR-40759
3. Supporting Documentation
4. Photos - ZON-40756, VAR-40757, VAR-40758, VAR-40876 and SDR-40759
5. Justification Letter - ZON-40756, VAR-40757, VAR-40758, VAR-40876 and SDR-40759
6. Backup referenced from the March 8, 2011 Planning Commission Meeting Items – ZON-40756 and VAR-40757



CASE: **ZON-40756; VAR-40757; VAR-40758; VAR-40876; SDR-40759**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)



CASE: **ZON-40756; VAR-40757; VAR-40758; VAR-40876; SDR-40759**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-40756	Staff recommends APPROVAL.	
VAR-40757	Staff recommends APPROVAL, subject to conditions:	ZON-40756
VAR-40758	Staff recommends DENIAL, if approved subject to conditions:	ZON-40756 VAR-40757
VAR-40876	Staff recommends APPROVAL, subject to conditions:	ZON-40756 VAR-40757
SDR-40759	Staff recommends APPROVAL, subject to conditions:	ZON-40756 VAR-40757

** CONDITIONS **

VAR-40757 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-40756), Variances (VAR-40758), (VAR-40876) and Site Development Plan Review (SDR-40759) 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.

YK

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAR-40758 CONDITIONS

Planning

1. Construct a six-foot-high wall beginning five feet back from the front building façade extending back to the alley along the southern perimeter. Within the front yard setback area, the applicant shall plant a hedge including 15 gallon shrubs. The location of the final termination of the wall shall be determined by the Department of Public Works to ensure that sight visibility within the alley is maintained.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-40756), Variances (VAR-40757), (VAR-40876) and Site Development Plan Review (SDR-40759) shall be required, if approved.

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VAR-40876 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-40756), Variances (VAR-40757), (VAR-40758 and Site Development Plan Review (SDR-40759) shall be required, if approved.

2. This approval shall be exercised upon the approval of Rezoning (ZON-40756).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-40759 CONDITIONS

Planning

1. The wrought iron shall be removed from the front (west) elevation.

2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-40756), Variances (VAR-40757), (VAR-40758) and (VAR-40876) shall be required, if approved.

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 01/19/11, except as amended by conditions herein.

5. 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.

6. A Waiver from Title 19.12 is hereby approved, to allow a landscape perimeter buffer of zero feet on the west perimeter, and four feet wide along the north and south where a minimum of eight-foot wide buffers are required.

7. A proposed building façade improvement plan shall be submitted to the Planning Department staff for review and approval prior to the issuance of a business license.

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 stamped 01/19/11. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

9. The applicant shall provide a letter prior to issuance of building permits to the Department of Planning from the waste service provider indicating that contained curb-side trash pickup is acceptable after the property is converted to a commercial use.

10. 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.

11. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

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.

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. Remove all substandard sidewalk improvements adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. The existing "pan" style driveway accessing this site from 8th Street may remain.

19. 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.

20. Landscape and maintain all unimproved rights-of-way on 8th 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.

21. Submit an Encroachment Agreement for all landscaping located in the 8h 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(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

22. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to convert an existing single-family residence to an office by rezoning the parcel from R-1 (Single Family Residential) to P-R (Professional Office & Parking). Variances for reduced parking, reduced lot width and no screening wall as well as a Waiver for reduced perimeter landscape buffers and an Exception for reduced perimeter trees accompanies the request. Staff supports the requests with conditions. However, the Exception for reduced perimeter trees is not supported as well as the Variance to allow no screen wall adjacent to existing residential. If the applications are denied, the property would remain as a single family residence.

ISSUES

- A Variance is required for a lot width of 49 feet where the minimum required is 60 feet;
- A Variance is required to allow no perimeter screening wall along the south property line where one is required adjacent to a residentially zoned parcel;
- A Variance is required allowing four parking spaces where five are required;
- A Rezoning application is required to allow for a professional office and parking lot use;
- A Site Development Plan Review with a Waiver and Exception is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/16/05	The City Council approved a Rezoning (ZON-5726) from R-1 (Single Family Residential) to P-R (Professional Office And Parking), a Site Development Plan Review (SDR-5727) for a 1,495 square foot residential to office conversion and waivers of landscape and buffer requirements, and a Variance (VAR-5730) to allow a 48 foot lot width when 60 feet is required for a proposed professional office development at 717 South 8th Street. The Planning Commission and staff recommended approval.
03/07/07	The City Council approved an Extension of Time (EOT-19407) of an approved Rezoning (ZON-5726) which allowed a Rezoning FROM R-1 (Single Family Residential) TO P-R (Professional Office and Parking) at 717 South 8th Street. Staff recommended approval.

03/07/07	The City Council approved an Extension of Time (EOT-19431) of an approved Site Development Plan Review (SDR-5727) for a 1,495 square-foot residential to office conversion and waivers of landscape and buffer requirements at 717 South 8th Street. Staff recommended approval. This expired 2/16/09.
03/08/11	The Planning Commission voted (7-0) to recommend APPROVAL of companion items ZON-40756, VAR-40757, VAR-40758, VAR-40876 and SDR-40759 (PC Agenda Items 25-31/yk).

Most Recent Change of Ownership	
07/13/10	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/21/10	A Building Permit (#178367) for a Tenant Improvement at 717 South 8th Street was issued. It has not been finalized.

Pre-Application Meeting	
01/11/11	Staff met with the applicant and reviewed the applications required for their project. The requirements for Rezoning, Site Development Plan Review and Variance applications were discussed. Three Variances (Parking, Screen wall and Lot Width) are required. A Waiver for reduced perimeter landscape buffers and an Exception for the number of perimeter landscape trees & shrubs is also required.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/26/11	Staff visited the site and found a vacant single-family dwelling with a POD storage shed in the front yard. The property was well maintained and clean. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	0.16

YK

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Vacant	MXU (Mixed Use)	R-1 (Single Family Residential)
North	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)
South	Single Family Residential	MXU (Mixed Use)	R-1 (Single Family Residential)
East	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)
West	Office	MXU (Mixed Use)	P-R (Professional Office and Parking)

Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Area Plan			
Redevelopment Plan Area	X		Y
Special Districts/Zones	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	60 Feet	49 Feet	N
Min. Setbacks			
• Front	20 Feet	40 Feet	Y
• Side	5 Feet	5 Feet	Y
• Rear	15 Feet	58 Feet	Y
Max. Lot Coverage	50 %	29 %	Y
Max. Building Height	35 Feet	15 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	N/A	By Condition
Mech. Equipment	Screened	Y	Y

Pursuant to Title 19.12 the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	5 Trees	3 Trees	N
• South	1 Tree / 20 Linear Feet	7 Trees	4 Trees	N
• East	1 Tree / 30 Linear Feet	2 Trees	0 Trees	N
• West	1 Tree / 30 Linear Feet	2 Trees	1 Trees	N
TOTAL PERIMETER TREES		**16 Trees**	**8 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	3 Trees	0 Trees	N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		5 Feet	N
• South	8 Feet		5 Feet	N
• East	15 Feet		0 Feet	N
• West	15 Feet		15 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		None	N

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
8th Street	N/A	N/A	80	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	
Office, Other than Listed	1,498 SF	1:300 SF	5				
TOTAL SPACES REQUIRED			5		4		N
Regular and Handicap Spaces Required			4	1	3	1	N
Percent Deviation			20 %				

YK

Waivers		
Requirement	***Request***	***Staff Recommendation***
An Eight foot wide perimeter landscape buffer is required on the north and south property lines and a 15-foot on the east and west property lines.	To allow a zero perimeter landscape buffer on the west side and a five-foot wide buffer on the north and south property lines.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
To provide 16 perimeter landscape trees.	To provide eight perimeter landscape trees	Denial

ANALYSIS

The neighborhood that this project is located in has changed over the decades from a residential one to a professional office neighborhood. This parcel is almost the last one on the block to convert to Professional Office and Parking zoning. The request to rezone the property is in compliance with the General Plan and therefore, staff is recommending approval.

The parcel was created by combining two, 25-foot wide lots into one but the lots themselves where not remapped. A condition of approval will require the lots to be remapped into one lot. Another related issue is the fact that the parcel doesn't meet the minimum lot width requirement of 60 feet for the requested zoning district. A Variance to address this deficiency has been requested and staff is supporting the request.

The project also requires a Variance for reduced parking. The applicant is proposing to install four of the required five parking spaces off the alley in the rear of the property. The result reflects a 20% reduction in the required parking. This Variance meets the minimum requirements for a variance in that it is not a self-imposed hardship, as the constraints of the lot size prevent the code requirement from being met. Staff supports the request.

The last remaining residentially zoned parcel is adjacent to the south property line. The code requires a screening wall be constructed between the two uses. The applicant has requested a Variance in order to avoid this requirement. Staff does not support this request, as the residential property should be protected from the proposed commercial use. In addition, there are no physical constraints on the property that would prevent the construction of this required wall and the applicant has offered no justification.

The requested perimeter landscape buffer Waiver is required due to the constraints of the lot size and the location of the existing structure. The reduced buffers will not have an adverse effect on the surrounding neighborhood and therefore, staff supports the request. However, an accompanying Exception request to allow eight perimeter trees where 16 are required is not supported by staff. There is ample space to plant the additional eight trees without altering the site plan and the applicant has offered no justification.

The applicant is not proposing to alter the exterior of the structure. However, improvement is required to make the transition from residential to professional office more compatible with the existing conditions on the street. Therefore, staff has added a condition that revised elevations be submitted for review and approved by Department of Planning staff prior to or at the time of submittal of building permits.

FINDINGS (ZON-40756)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed Rezoning to P-R (Professional Office and Parking) conforms to the current Mixed-Use designation under the General Plan.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The potential uses allowed in the PR (Professional Office and Parking) District are appropriate for the area, which has evolved over the past decades into a predominantly professional office neighborhood.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   There is a continuing demand for professional office space in the downtown area. The rezoning request will aid in meeting this demand.

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 established downtown street grid is adequate to meet the requested demands that this project will generate.

FINDINGS (VAR-40757)

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 and extraordinary circumstance has been presented, in that the constraint of the lot size combined with the location of existing structures, creates a hardship by limiting the area available for parking. There are no alternatives available that would allow conformance to the Title 19 requirements. A Variance is justified for this request and is supported by staff.

FINDINGS (VAR-40758)

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 to not construct the required screening wall. 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-40876)

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."

The existing parcel dimensions result from the development of 25-foot lots that in past years were combined into larger developable sites. The existing site is non-conforming for lot width for an R-1 (Single Family Residential) lot. Conversion of non-conforming sites to commercial uses is common in the surrounding downtown area. The existing lot width is the result of historical mapping practices, and therefore is not a self-imposed hardship. In view of the hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is not preferential in nature, and it is thereby within the realm of NRS Chapter 278 for granting of Variances. Staff supports the request.

FINDINGS (SDR-40759)

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;**

   Rezoning to P-R (Professional Office and Parking) is suited for professional office development and these types of uses are anticipated by the General Plan. The residential architectural character of the neighborhood will be maintained and will be compatible with development in the area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed site, with approval of a request to rezone the lot at 717 South 8th Street to PR (Professional Office and Parking), will be in conformance to the existing MXU (Mixed-Use) General Plan land use designation on the site. Waivers of perimeter landscaping buffers are required for approval of the site as proposed due to the constraints imposed by the small lot size. Staff supports the Variances for reduced parking and lot width but not the Variance for the screening wall.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The parking will be accessed off of the existing paved alley and will not have a negative impact on the surrounding streets.

4. **Building and landscape materials are appropriate for the area and for the City;**

These materials are appropriate for this area and for the city as conditioned. Revised elevations shall be required to ensure that the residential character of the area is maintained.

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 structure will continue to resemble a single family residence and be harmonious with the neighborhood.

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 34

NOTICES MAILED 236 (By City Clerk)

APPROVALS 3

PROTESTS 2

YK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-40756** APN: 139-34-810-040

Name of Property Owner: Pacific Woods Rentals LLC

Name of Applicant: Justin Benni

Name of Representative: DB Construction

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
JAN 19 2011

Signature of Property Owner: Gregory Geiser

Print Name: Gregory L. Geiser

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 19th day of January, 2011

M Fajardo
Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 717 S. 8th Street, Las Vegas NV 89101

Project Name Wedgewood Office **Proposed Use** office

Assessor's Parcel #(s) 139-34-810-040 **Ward #** 3 - Reese

General Plan: existing MXh **proposed** MXh **Zoning: existing** Res **proposed** office

Commercial Square Footage 1,582 **Floor Area Ratio**

Gross Acres .17 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** 326-5456 **Fax:** 216-0285

City Las Vegas **State** NV **Zip** 89101

E-mail Address jbruni@wedgewood-inc.com

APPLICANT Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** 326-5456 **Fax:** 216-0285

City Las Vegas **State** NV **Zip** 89101

E-mail Address jbruni@wedgewood-inc.com

REPRESENTATIVE DB Construction **Contact** Jeff Gothra

Address P.O. Box 572041 **Phone:** 216-0285 **Fax:** 216-0286

City Las Vegas **State** NV **Zip** 89157

E-mail Address dbconstruction@cox.net

Property Owner Signature* Gregory L. Eriser

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Gregory L. Eriser

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 19th day of January, 20 11.

M. Fajardo

Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

FOR DEPARTMENT USE ONLY

Case #	~~Rez~~ Zon-40756
Meeting Date:	3/8/11
Total Fee:	$1200
Date Received:*	1/19/11
Received By:	Romeo

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

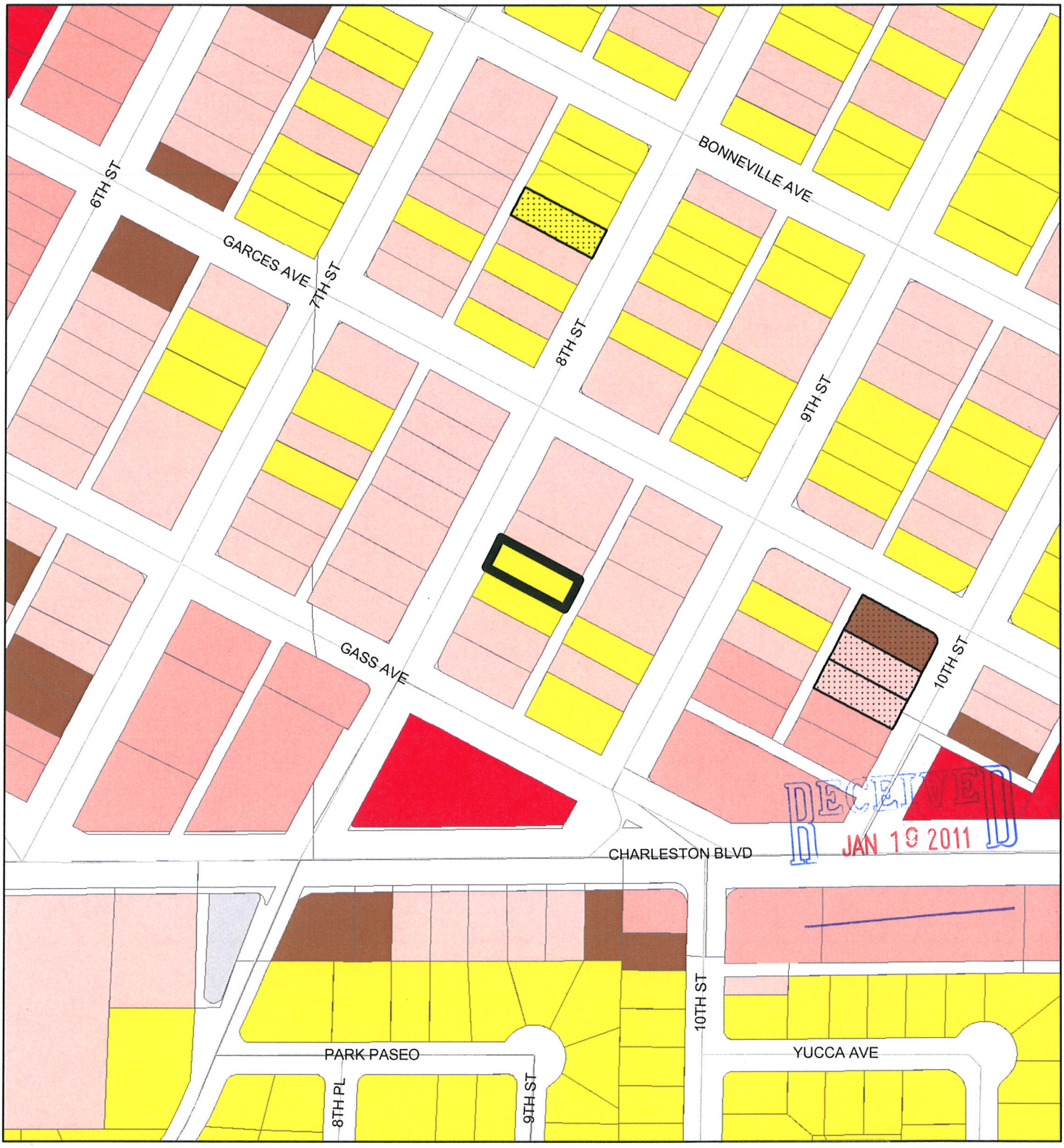
RECEIVED JAN 19 2011

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

REZONING Parcel: 139-34-810-040

ZON - 40756



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

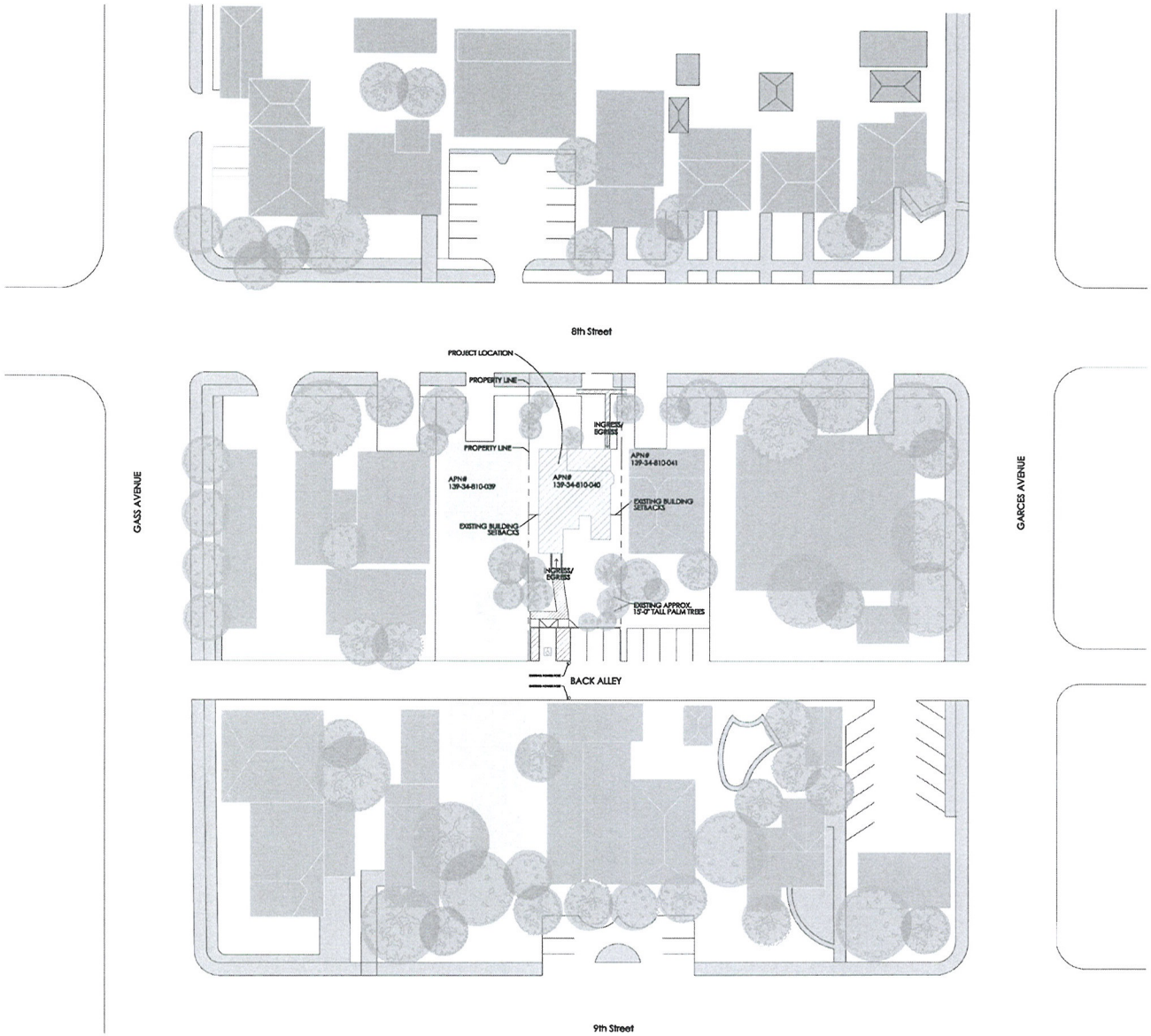
ZON-40756

FROM R-1 TO P-R

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: January 19, 2011

PLANNING & DEVELOPMENT



1 site plan
scale: 1" = 1'-0"

EXISTING ACCESSIBLE ROUTES TO COMPLY WITH IBC CHAPTER 11 AND ICC/ANSI A117.1 AS FOLLOWS:

A. ROUTES ARE REQUIRED TO BE CONTINUOUSLY ACCESSIBLE
B. ROUTES TO HAVE MAXIMUM SLOPE OF 1:20 PER ICC/ANSI 403.3.
C. ROUTES WITH CHANGES IN LEVEL OF ¼" HIGH MAXIMUM PERMITTED TO BE VERTICAL WITHOUT EDGE TREATMENT
CHANGES BETWEEN ¼" AND ½" HIGH MAXIMUM TO BE BEVELED WITH SLOPE NOT STEEPER THAN 1:2;
CHANGES GREATER THAN ½" TO BE ACCOMPLISHED WITH RAMP ICC/ANSI 303.
D. ROUTES TO HAVE MINIMUM 36" CLEAR WIDTH PER ANSI 403.5

site information

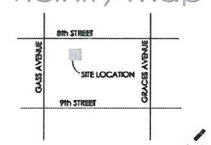
BUILDING SIZE		1,970 SQ.FT.
PROPERTY SIZE		7,870 SQ.FT.
APN#		139-34-810-040
JURISDICTION		CITY OF LAS VEGAS
CURRENT ZONE		-
LOT COVERAGE		XX.XX%
DENSITY	ALLOWED	32.0 DU /ACRE
	PROVIDED	XX.X DU /ACRE
F.A.R.		0.XXX

parking summary

	required	alternate	provided
OFFICE (2482 sq.ft.)	4/1000 sf		4 spaces includes 1 HC space

* REQUESTING A PARKING VARIANCE

vicinity map



legend

- residential buildings
- commercial buildings
- landscaping
- pavement

8th Street Office

717 S. 8th Street
Las Vegas, Nevada

stamp

Commercial Design Group
6348 S. Rainbow Blvd
Suite 100
Las Vegas, NV. 89118
O: 702.240.3335
F: 702.647.3338

Documents prepared by the designer are instruments of service for use solely with respect to this project. The designer shall retain all common law, statutory and other reserved rights, including copyright. The owner shall not reuse or permit the reuse of the designer's documents except by mutual agreement in writing.

PRELIMINARY SET

REVISIONS

NO.	DATE:	DESCRIPTION

8th Street Office

DATE: 02.02.11
SCALE: AS NOTED
PROJ NO: 10031

Site Plan

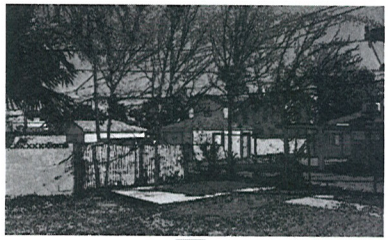
RECEIVED
FEB 02 2011

PACKAGE NO: ID-0

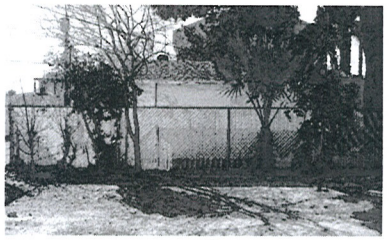
ZON-40756 VAR-40757
VAR-40758 VAR-40876
SDR-40759 REVISED



6 existing landscape



5 existing landscape



4 existing landscape



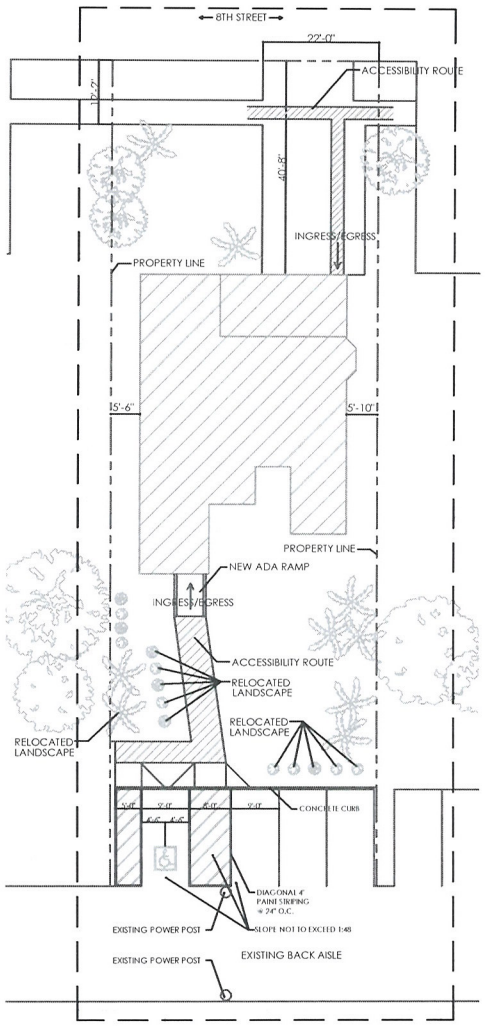
3 existing landscape

vicinity map



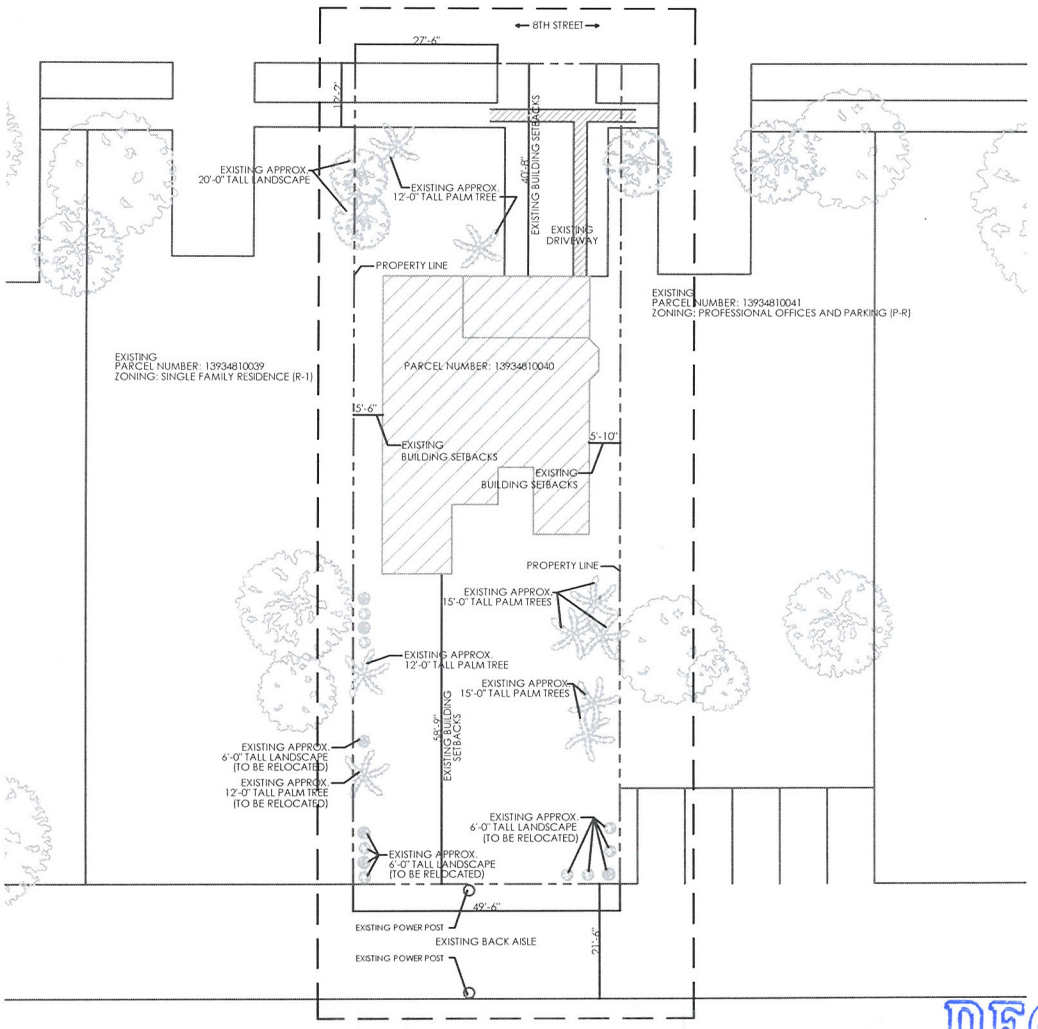
8th Street Office

717 S. 8th Street
Las Vegas, Nevada



2 proposed new parking

scale: 0' 5' 10' 20' 30'



1 existing landscape plan

scale: 0' 5' 10' 20' 30'

ZON-40756 VAR-40757
VAR-40758 VAR-40876
SDR-40759 REVISED

RECEIVED
FEB 02 2011

stamp

Commercial Design Group
6348 S. Rainbow Blvd
Suite 100
Las Vegas, NV. 89118
O: 702.240.3335
F: 702.647.3338

Documents prepared by the designer are instruments of service for use solely with respect to this project. The designer shall retain all common law, statutory and other reserved rights, including copyright. The owner shall not reuse or permit the reuse of the designer's documents except by mutual agreement in writing.

PRELIMINARY SET

REVISIONS
NO. DATE DESCRIPTION

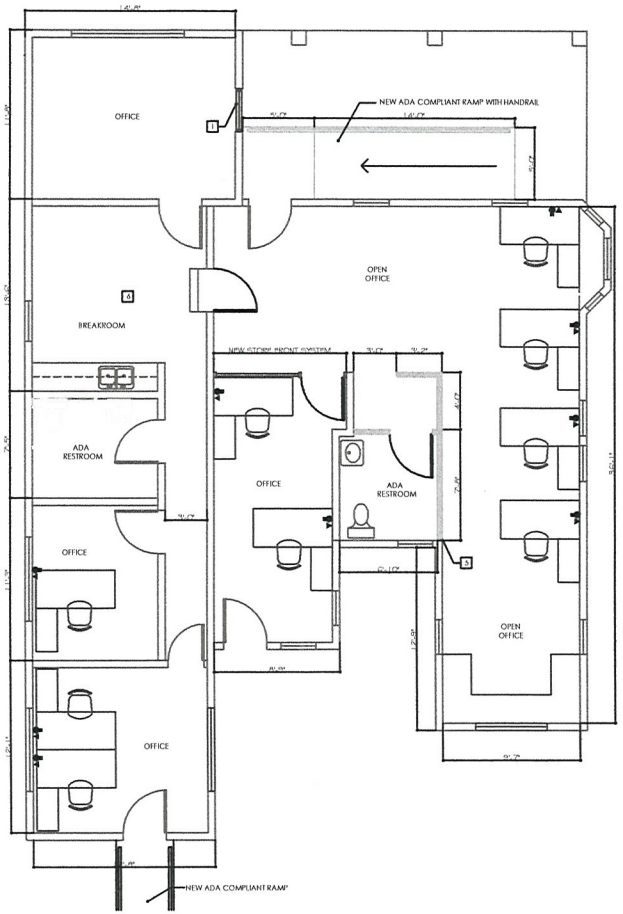
8th Street Office

DATE: 02.02.11
SCALE: AS NOTED
PROJ NO: 10031

Landscape Plan

PACKAGE NO.

ID-0.1



1 floor plan
scale: 1/4" = 1'-0"

keynotes

1. FIXED NEW WINDOW TO REPLACE EXISTING DOOR
2. DEMO EXISTING SHOWER AND RELOCATE FIXTURES AS SHOWN
3. DEMO EXISTING STAIRS; NEW ADA COMPLIANT RAMP TO REPLACE
4. DEMO WALLS AND DOORS AS SHOWN
5. NEW WALL TO ALIGN WITH EXISTING
6. NEW BAR TOP WITH CABINETS BELOW

general notes

1. provide emergency lighting as required
2. fire alarm systems, strobes, speakers to be provided and installed to comply w/current codes
3. field verify all cabinets for location & size & coordinate w/ owner

wall legend

- NEW WOOD OR METAL STUD WALLS
- EXIST. WALL TO REMAIN
- NEW DEMISING WALL

legend

- ▲ duplex phone/data outlet
- duplex electrical outlet

code analysis

OCCUPANCY GROUP:	B
TYPE OF CONSTRUCTION:	VB
FIRE SPRINKLERS	NO
OFFICE	
OCCUPANCY LOAD	1,498 SQ. FT.
OCCUPANCY LOAD 1/100	15
TOTAL OCCUPANTS	15
EXITS REQUIRED	1
EXITS PROVIDED	1

AUTOMATIC FIRE EXTINGUISHING SYSTEM PROVIDED

PARKING REQUIRED:	
OFFICE:	COMMERCIAL CENTER
WAREHOUSE:	PARKING LOT
ACCESSORY:	
TOTAL:	
PARKING PROVIDED:	PARKING REQUIREMENTS
APPLICABLE CODES:	NOT AFFECTED

2006 INTERNATIONAL BUILDING CODE, WITH LOCAL AMENDMENTS
2006 UNIFORM MECHANICAL CODE, WITH LOCAL AMENDMENTS
2006 UNIFORM PLUMBING CODE, WITH LOCAL AMENDMENTS
2006 IECC
2005 NATIONAL ELECTRICAL CODE
2003 ICC/ANSI A 117
2005 CLARK COUNTY FIRE CODE
SOUTHERN NEVADA CODE AMENDMENTS

NOTE: BUILDING ENVELOPE COMPLIES W/ MODEL ENERGY CODE NO MODIFICATIONS TO BUILDING ENVELOPE WE PROPOSED.

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8th Street Office

Las Vegas, Nevada

stamp

Commercial Design Group
6348 S. Rainbow Blvd
Suite 100
Las Vegas, NV. 89118
O: 702.240.3335
F: 702.647.3338

PRELIMINARY SET

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REVISIONS
NO. DATE: DESCRIPTION

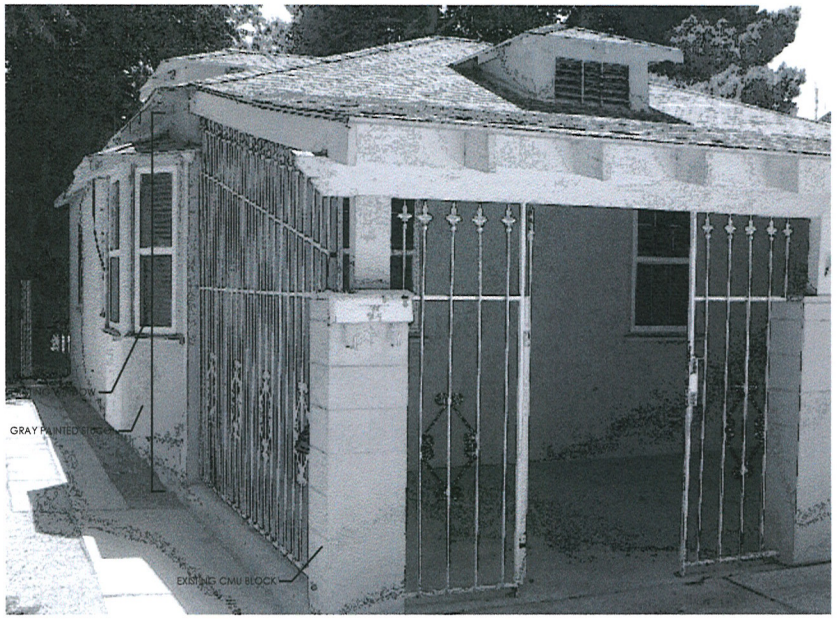
8th Street Office

DATE: 01.18.11
SCALE: AS NOTED
PROJ NO: 10031

Floor Plan

PACKAGE NO: ID-1

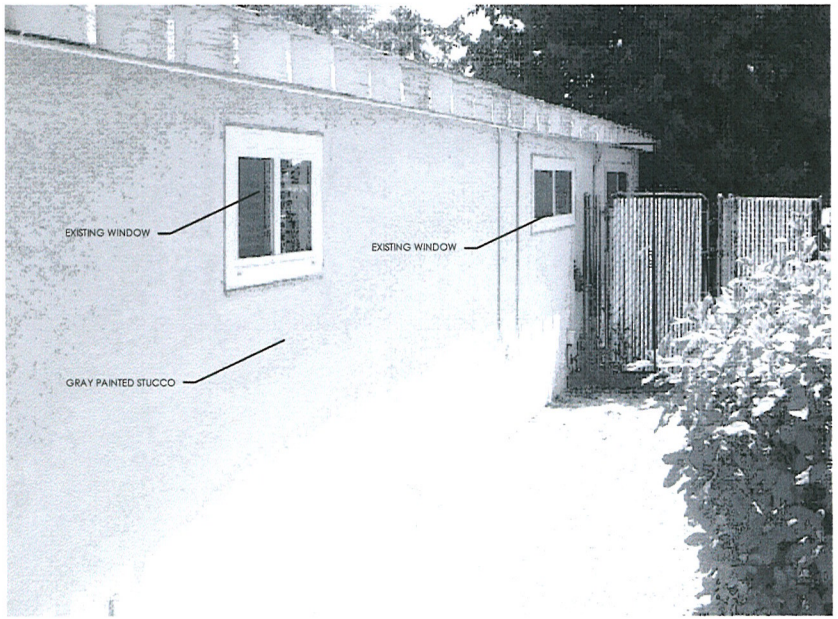
ZON-40756 VAR-40757
VAR-40758 SDR-40759



4 north elevation
scale:n/a = 1'-0"



2 east elevation
scale:n/a = 1'-0"



3 south elevation
scale:n/a = 1'-0"



1 west elevation
scale:n/a = 1'-0"

8th Street Office
717 S. 8th Street
Las Vegas, Nevada

stamp

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6348 S. Rainbow Blvd
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Las Vegas, NV. 89118
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PRELIMINARY SET

REVISIONS
NO. DATE: DESCRIPTION

8th Street Office

DATE: 01.18.11
SCALE: AS NOTED
PROJ NO: 10031

Elevations

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JAN 19 2011

PACKAGE NO:
ID-0.2

ZON-40756 VAR-40757
VAR-40758 SDR-40759



ZON-40756, VAR-40757, VAR-40758, VAR-40876 & SDR-40759 – APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC
717 SOUTH 8TH STREET

01/26/11

D B

C O N S T R U C T I O N

LICENSE # 0068902

February 2, 2011

Yorgo Kagafas, AICP
City of Las Vegas – Planning & Development
731 South Fourth St.
Las Vegas, NV 89101

Re: **JUSTIFICATION LETTER – 717 S. 8th Street**

It is the property owner's intent to rezone the existing R-1 Single Family Residential zoned property to P-R Professional Office. The property owner intends to occupy the property as the tenant where they will conduct their daily business operations. There will be +/-3 full time employees with standard 8am to 5pm business hours.

A Variance for Parking is being requested. The intent is to convert the yard area on the east of the property to a parking lot. This will require ingress and egress to the lot from the alley that runs along the rear property line.

A Variance for the Screen Wall is being requested. A 6' screen wall at the property line would greatly detract from the historic residential feel of this neighborhood.

A Variance for a reduced lot width is being requested. The existing lot width is 49' where 60' is being required.

A Waiver is being requested to allow zero perimeter landscape buffer where eight-feet is required.

An Exemption is being requested to allow two (2) trees on the South perimeter where seven (7) are required; to allow four (4) trees on the North perimeter where five (5) are required; to allow one (1) tree on the West perimeter where two (2) are required and to allow zero (0) on the East perimeter where two (2) are required.

Sincerely,

Jeffrey G. Goltra

ZON-40756 VAR-40757
VAR-40758 VAR-40876
SDR-40759 REVISED

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FEB 02 2011

P.O. BOX 572046. • Las Vegas, NV 89157 • Phone (702) 216-0285 • Fax (702) 216-0286

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
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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UNITED STATES POSTAGE PITNEY BOWES
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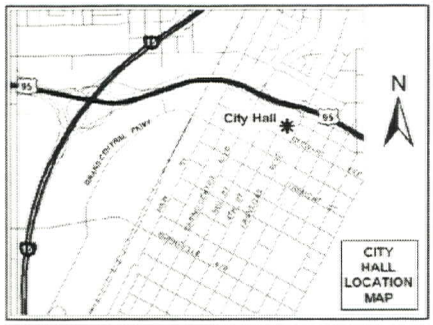
Return Service Requested
Official Notice of Public Hearing



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MAR 14 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 Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-40756 & VAR-40757
Planning Commission Meeting of 3/8/2011

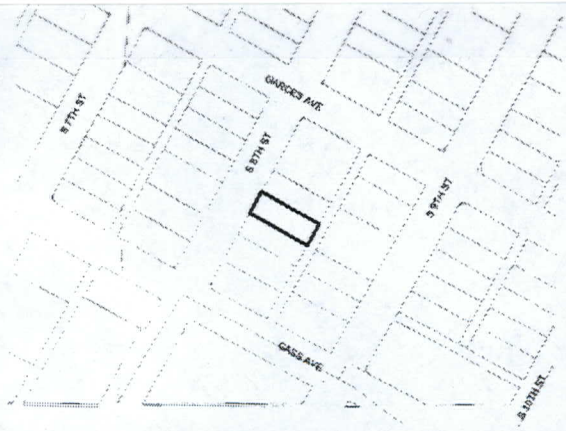
Case: ZON-40756
13934810003
NAPOLITANI TRUST
9429 GARNET CROWN AVE
LAS VEGAS NV 89145-8000

28 KRDGN11 89145

ZON-40756 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: PR (PROFESSIONAL OFFICE AND PARKING) on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), Ward 3 (Reese).

VAR-40757 - VARIANCE RELATED TO ZON-40756 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOOODS RENTALS, LLC - Request for a Variance TO ALLOW FOUR PARKING SPACES WHERE FIVE SPACES ARE REQUIRED on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Offices and Parking)], Ward 3 (Reese).

Where is VAN accessable Handicap parking space? A 2482 sf bldg. requires more than 5 parking spaces. And include A handicap VAN accessable space.



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***March 08, 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 Department of Planning, Case planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. 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
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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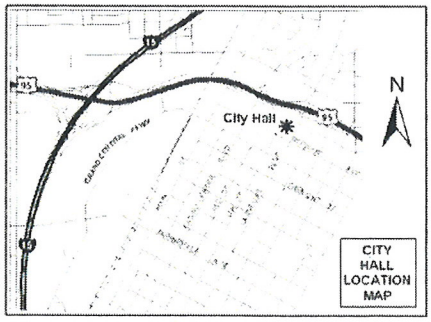
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-40756 & VAR-40757

Planning Commission Meeting of 3/8/2011

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MAR - 7 2011

Case: ZON-40756

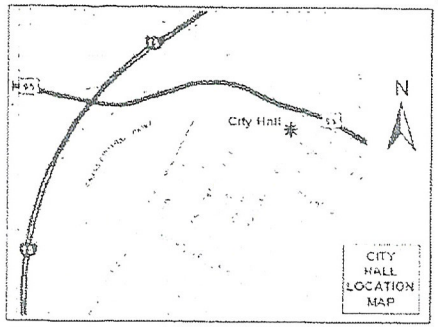
13934410183
WAWERNA JOHN C
614 S 6TH ST
LAS VEGAS NV 89101-6920

25-26

30 KRDGM11 89101

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-40756 & VAR-40757
Planning Commission Meeting of 3/8/2011

Case: ZON-40756
13934810093
KIM FAMILY TRUST
2101 S WATSON ST
LA HABRA CA 90631-9518

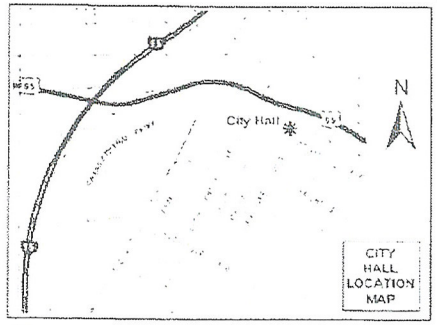
RECEIVED
MAR -3 2011

25 26

Mar 03 11 09:53a Wonson Kim 5626976979 p.6

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-40756 & VAR-40757
Planning Commission Meeting of 3/8/2011

Case: ZON-40756
13934810092
KIM WONSON & HAESOCK
2101 S WATSON ST
LA HABRA CA 90631-9518

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MAR - 3 2011

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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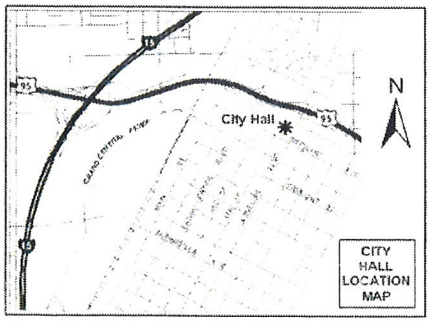
MAR -3 2011

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-40756 & VAR-40757
Planning Commission Meeting of 3/8/2011

Case: ZON-40756
13934810097
SAINT MAISIE L L C
3204 PLAZA DE RAFAEL
LAS VEGAS NV 89102-4024

25-26

32 KRDGN11 89102

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40757 - VARIANCE RELATED TO ZON-40756 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW FOUR PARKING SPACES WHERE FIVE SPACES ARE REQUIRED on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Offices and Parking)], 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.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. 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-40757** APN: 139-34-810-040

Name of Property Owner: Pacific Woods Rentals LLC

Name of Applicant: Justin Benni

Name of Representative: DB Construction

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
JAN 19 2011

Signature of Property Owner: Gregory Geiser

Print Name: Gregory L. Geiser

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 19th day of January, 2011

M. Fajardo
Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance - Parking

Project Address (Location) 717 S. 8th Street, Las Vegas NV 89101

Project Name Wedgewood Office **Proposed Use** office

Assessor's Parcel #(s) 139-34-810-040 **Ward #** 3 - Reese

General Plan: existing MXh **proposed** MXh **Zoning: existing** Res **proposed** office

Commercial Square Footage 1,582 **Floor Area Ratio**

Gross Acres .17 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** 326-5456 **Fax:** 216-0285

City Las Vegas **State** NV **Zip** 89101

E-mail Address jbruni@wedgewood-inc.com

APPLICANT Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** 326-5456 **Fax:** 216-0285

City Las Vegas **State** NV **Zip** 89101

E-mail Address jbruni@wedgewood-inc.com

REPRESENTATIVE DB Construction **Contact** Jeff Gothra

Address P.O. Box 572041 **Phone:** 216-0285 **Fax:** 216-0286

City Las Vegas **State** NV **Zip** 89157

E-mail Address dbconstruction@cox.net

Property Owner Signature* Gregory L. Eriser

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Gregory L. Eriser

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 19th day of January, 20 11.

M. Fajardo

Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

FOR DEPARTMENT USE ONLY

Case #	VAR-40757
Meeting Date:	3/8/11
Total Fee:	$ 830
Date Received:*	1/19/11
Received By:	Romeo

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf

RECEIVED
JAN 19 2011

Revised 10/27/08

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40758 - VARIANCE RELATED TO ZON-40756 AND VAR-40757 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW NO PERIMETER SCREEN WALL WHERE A MINIMUM SIX-FOOT TALL WALL IS REQUIRED ADJACENT TO A RESIDENTIAL ZONING DISTRICT on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**3**	**Planning Commission Mtg.**	**3**
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
3. Backup referenced from the March 8, 2011 Planning Commission Meeting Items– VAR-40758 and VAR-40876

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-40758** APN: 139-34-810-040

Name of Property Owner: Pacific Woods Rentals LLC

Name of Applicant: Justin Benni

Name of Representative: DB Construction

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: Gregory L Geiser

Print Name: Gregory L. Geiser

RECEIVED
JAN 19 2011

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 19th day of January, 2011

M Fajardo
Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance - Screen Wall

Project Address (Location) 717 S. 8th Street, Las Vegas NV 89101

Project Name Wedgewood Office **Proposed Use** office

Assessor's Parcel #(s) 139-34-810-040 **Ward #** 3 - Reese

General Plan: existing MXh **proposed** MXh **Zoning: existing** Res **proposed** office

Commercial Square Footage 1,582 **Floor Area Ratio**

Gross Acres .17 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** 326-5456 **Fax:** 216-0285

City Las Vegas **State** NV **Zip** 89101

E-mail Address jbruni@wedgewood-inc.com

APPLICANT Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** 326-5456 **Fax:** 216-0285

City Las Vegas **State** NV **Zip** 89101

E-mail Address jbruni@wedgewood-inc.com

REPRESENTATIVE DB Construction **Contact** Jeff Gothra

Address P.O. Box 572041 **Phone:** 216-0285 **Fax:** 216-0286

City Las Vegas **State** NV **Zip** 89157

E-mail Address dbconstruction@cox.net

Property Owner Signature* Gregory L. Geiser

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Gregory L. Geiser

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 19th day of January, 20 11.

M. Fajardo

Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-40758
Meeting Date:	3/8/11
Total Fee:	$ 830
Date Received:*	1/19/11
Received By:	Romeo

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
JAN 19 2011

f:\depot\Application Packet\Application Form.pdf

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

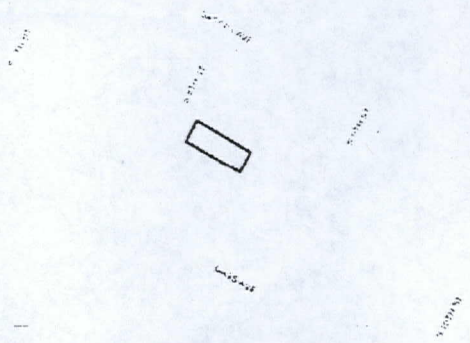
474-0352

Application Information

VAR-40758 - VARIANCE RELATED TO ZON-40756 AND VAR-40757 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW NO PERIMETER SCREEN WALL WHERE A MINIMUM SIX-FOOT TALL WALL IS REQUIRED ADJACENT TO A RESIDENTIAL ZONING DISTRICT on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese).

VAR-40876 - VARIANCE RELATED TO ZON-40756, VAR-40757 AND VAR-40758 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW A LOT WIDTH OF 49 FEET WHERE 60 FEET IS THE MINIMUM REQUIRED on 0.17 acres at 717 South 8th Street (APN 139-34-810-040). R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese).

Application Location



The proposed project may not pertain to the entire highlighted project site.

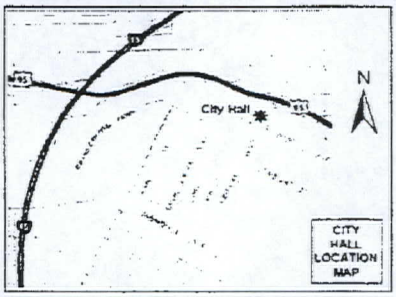
Public Hearing Information

Meeting:	Planning Commission
Date:	*March 08, 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 Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. 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
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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 Department of Planning, Case Planning Division 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-40758 & VAR-40876
Planning Commission Meeting of 3/8/2011

RECEIVED
MAR - 8 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

00.41

385-7268 FAX

per Susie in Council Representative Reese's Office

3-8-11
11:15 A.M.

Case: VAR-40758
13934810039
COMER FAMILY REVOCABLE TRUST
721 S 8TH ST
LAS VEGAS NV 89101-7006

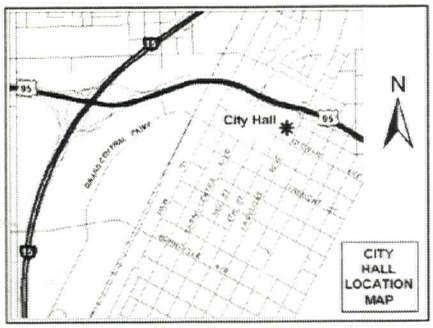
30 KRDGN11 89101

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR 14 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.

VAR-40758 & VAR-40876
Planning Commission Meeting of 3/8/2011

Case: VAR-40758

13934810003
NAPOLITANI TRUST
9429 GARNET CROWN AVE
LAS VEGAS NV 89145-8000

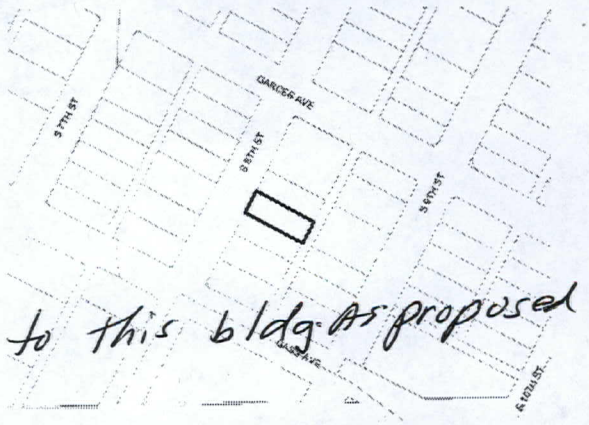
28 KRDGN11 89145

Application Information

VAR-40758 - VARIANCE RELATED TO ZON-40756 AND VAR-40757 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW NO PERIMETER SCREEN WALL WHERE A MINIMUM SIX-FOOT TALL WALL IS REQUIRED ADJACENT TO A RESIDENTIAL ZONING DISTRICT on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese). The required wall is to seperate professional from residential! I would not want to live next to this bldg as proposed

VAR-40876 - VARIANCE RELATED TO ZON-40756, VAR-40757 AND VAR-40758 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW A LOT WIDTH OF 49 FEET WHERE 60 FEET IS THE MINIMUM REQUIRED on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese). Proposed office is too large for lot, Parking is not adequate. Remove some of existing bldg to conform to 60' requirement

Application Location



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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

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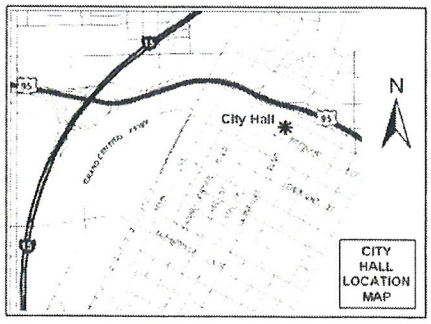
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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MAR - 7 2011

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40758 & VAR-40876
Planning Commission Meeting of 3/8/2011

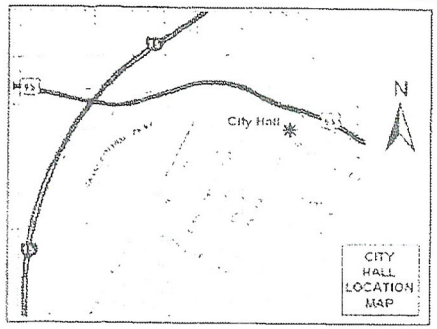
Case: VAR-40758
13934410183
WAWERNA JOHN C
614 S 6TH ST
LAS VEGAS NV 89101-6920

27-28

30 KRDGN11 89101

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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-40758 & VAR-40876
Planning Commission Meeting of 3/8/2011

Case: VAR-40758
13934810093
KIM FAMILY TRUST
2101 S WATSON ST
LA HABRA CA 90631-9518

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MAR - 3 2011

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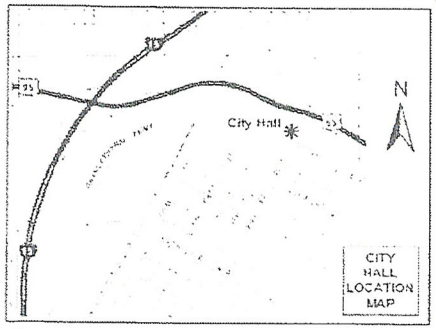
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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-40758 & VAR-40876

Planning Commission Meeting of 3/8/2011

Case: VAR-40758

13934810092
KIM WONSON & HAESOCK
2101 S WATSON ST
LA HABRA CA 90631-9518

RECEIVED
MAR - 3 2011

27-28

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

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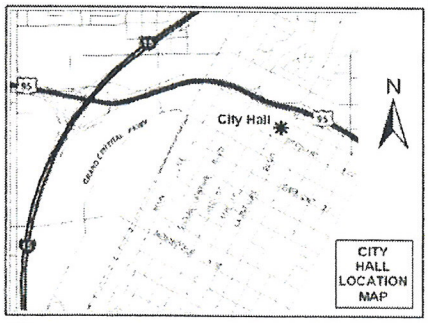
MAR -3 2011

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-40758 & VAR-40876
Planning Commission Meeting of 3/8/2011

Case: VAR-40758
13934810097
SAINT MAISIE L L C
3204 PLAZA DE RAFAEL
LAS VEGAS NV 89102-4024

27-28

32 KRDGN11 89102

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40876 - VARIANCE RELATED TO ZON-40756, VAR-40757 AND VAR-40758 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Variance TO ALLOW A LOT WIDTH OF 49 FEET WHERE 60 FEET IS THE MINIMUM REQUIRED on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], 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.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. 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-40876** APN: 139-34-810-040

Name of Property Owner: Pacific Woods Rentals LLC

Name of Applicant: Justin Bruni

Name of Representative: DB Construction

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: Gregory L Geiser

Print Name: Gregory L. Geiser

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 27 day of January, 2011

M Fajardo

Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

RECEIVED
FEB 02 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Variance - Reduced Lot Width

Project Address (Location) 717 S. 8th Street

Project Name Wedgewood Office **Proposed Use** Office

Assessor's Parcel #(s) 139-34-810-040 **Ward #** 3- Reese

General Plan: existing mxu proposed mxu **Zoning:** existing Res proposed Office

Commercial Square Footage 1,582 **Floor Area Ratio**

Gross Acres .17 **Lots/Units** **Density**

Additional Information Existing 49' width where 60' is required

PROPERTY OWNER Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** (702) 326-5456 **Fax:** (702) 216-0286

City Las Vegas **State** NV **Zip** 89101

E-mail Address JBRUNI@WEDGEWOOD-INC.COM

APPLICANT Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** (702) 326-5456 **Fax:** (702) 216-0286

City Las Vegas **State** NV **Zip** 89101

E-mail Address jbruni@wedgewood-inc.com

REPRESENTATIVE DB Construction **Contact** Jeff Goltra

Address P.O. BOX 572046 **Phone:** (702) 216-0285 **Fax:** (702) 216-0286

City Las Vegas **State** NV **Zip** 89101

E-mail Address dbconstruction@cox.net

Property Owner Signature* Gregory L Geiser

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Gregory L. Geiser

Subscribed and sworn before me M Fajardo, a NOTARY PUBLIC

This 27 day of January, 20 11.

MFajardo

Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

FOR DEPARTMENT USE ONLY

Case #	VAR-40876
Meeting Date:	3/8/11
Total Fee:	$830.00
Date Received:*	2/2/11
Received By:	

RECEIVED
FEB 02 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

f:\depot\Application Packet\Application Form.pdf

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40759 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-40756, VAR-40757 AND VAR-40758 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF A 2,482 SQUARE-FOOT SINGLE FAMILY RESIDENCE TO AN OFFICE, OTHER THAN LISTED WITH A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFERS WHERE EIGHT-FOOT WIDE BUFFERS ARE REQUIRED ALONG THE NORTH, SOUTH AND EAST PERIMETERS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], 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.**	**4**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup referenced from the March 8, 2011 Planning Commission Meeting Item SDR-40759

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-40759** APN: 139-34-810-040

Name of Property Owner: Pacific Woods Rentals LLC

Name of Applicant: Justin Benni

Name of Representative: DB Construction

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
JAN 19 2011

Signature of Property Owner: Gregory Geiser

Print Name: Gregory L. Geiser

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 19th day of January, 2011

M Fajardo
Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Site Development Plan Review

Project Address (Location) 717 S. 8th Street, Las Vegas NV 89101

Project Name Wedgewood Office **Proposed Use** office

Assessor's Parcel #(s) 139-34-810-040 **Ward #** 3 - Reese

General Plan: existing MXh **proposed** MXh **Zoning: existing** Res **proposed** office

Commercial Square Footage 1,582 **Floor Area Ratio**

Gross Acres .17 **Lots/Units** 1 **Density**

Additional Information

PROPERTY OWNER Pacific Woods Rentals LLC **Contact** Justin Bruni

Address 717 S. 8th Street **Phone:** 326-5456 **Fax:** 216-0285

City Las Vegas **State** NV **Zip** 89101

E-mail Address jbruni@wedgewood-inc.com

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Address P.O. Box 572041 **Phone:** 216-0285 **Fax:** 216-0286

City Las Vegas **State** NV **Zip** 89157

E-mail Address dbconstruction@cox.net

Property Owner Signature* Gregory Bruni

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Gregory L. Griser

Subscribed and sworn before me M. Fajardo, a NOTARY PUBLIC

This 19th day of January, 20 11.

M. Fajardo

Notary Public in and for said County and State

M. FAJARDO
Commission # 1865276
Notary Public - California
Los Angeles County
My Comm. Expires Oct 15, 2013

FOR DEPARTMENT USE ONLY

Case #	SDR-40759
Meeting Date:	3/8/11
Total Fee:	$ 1030
Date Received:*	1/19/11
Received By:	Romeo.

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
JAN 19 2011

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

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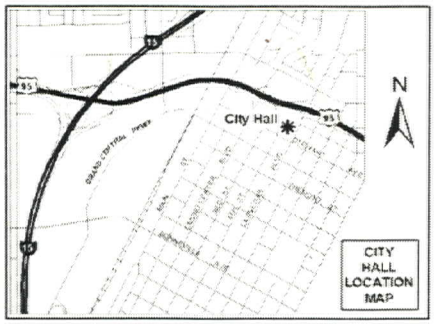
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40759
Planning Commission Meeting of 3/8/2011

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MAR 14 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-40759
13934810003
NAPOLITANI TRUST
9429 GARNET CROWN AVE
LAS VEGAS NV 89145-8000

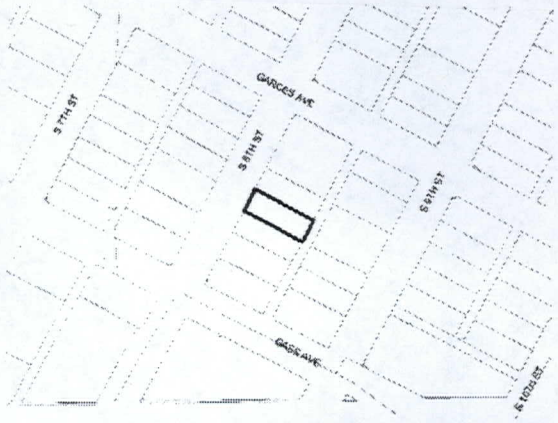
28 KRDGN11 89145

Application Information

SDR-40759 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-40756, VAR-40757 AND VAR-40758 - PUBLIC HEARING - APPLICANT/OWNER: PACIFIC WOODS RENTALS, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF A 2,482 SQUARE-FOOT SINGLE FAMILY RESIDENCE TO AN OFFICE, OTHER THAN LISTED WITH A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFERS WHERE EIGHT-FOOT WIDE BUFFERS ARE REQUIRED ALONG THE NORTH, SOUTH AND EAST PERIMETERS on 0.17 acres at 717 South 8th Street (APN 139-34-810-040), R-1 (Single Family Residential) Zone [PROPOSED: PR (Professional Office and Parking)], Ward 3 (Reese).

Proposed office bldg. is too large for the lot. Putting an office bldg. in a residential area and 8' wide buffers should not be waived.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***March 08, 2011***
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

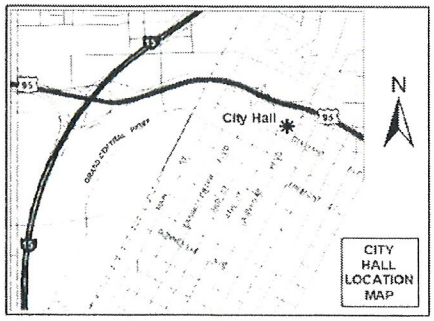
Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. 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
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAR - 7 2011

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 Department of Planning, Case Planning Division 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-40759
Planning Commission Meeting of 3/8/2011

Case: SDR-40759
13934410183
WAWERNA JOHN C
614 S 6TH ST
LAS VEGAS NV 89101-6920

29

30 KRDGN11 89101

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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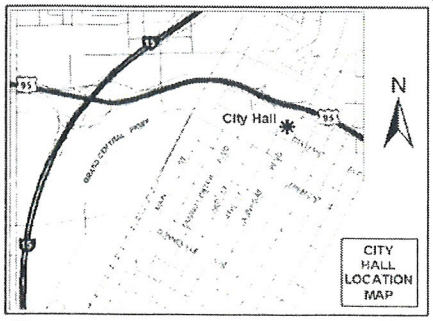

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Please use available blank space on card for your comments.

SDR-40759
Planning Commission Meeting of 3/8/2011

Case: SDR-40759
13934810097
SAINT MAISIE L L C
3204 PLAZA DE RAFAEL
LAS VEGAS NV 89102-4024

32 KRDGN11 89102

29

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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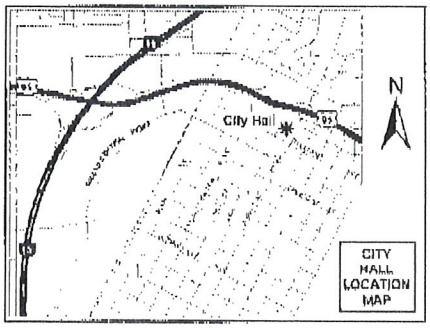
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-40759
Planning Commission Meeting of 3/8/2011

Case: SDR-40759
13934810072
724 S 9TH STREET GROUP L L C
8036 AVALON ISLAND ST
LAS VEGAS NV 89139-6188

ST KRDCPLL 89139

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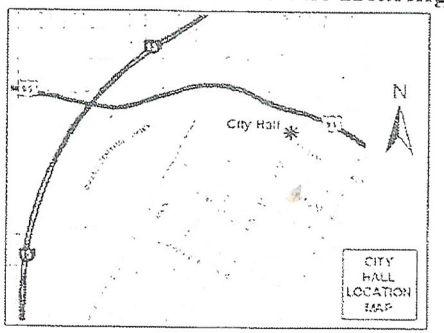
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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-40759

Planning Commission Meeting of 3/8/2011

Case SDR-40759
13934810093
KIM FAMILY TRUST
2101 S WATSON ST
LA HABRA CA 90631-9518

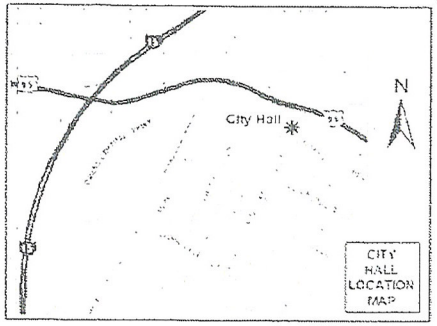
RECEIVED
MAR - 3 2011

29

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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-40759

Planning Commission Meeting of 3/8/2011

Case SDR-40759
13934810092
KIM WONSON & HAESOCK
2101 S WATSON ST
LA HABRA CA 90631-9518

RECEIVED
MAR - 3 2011

29

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

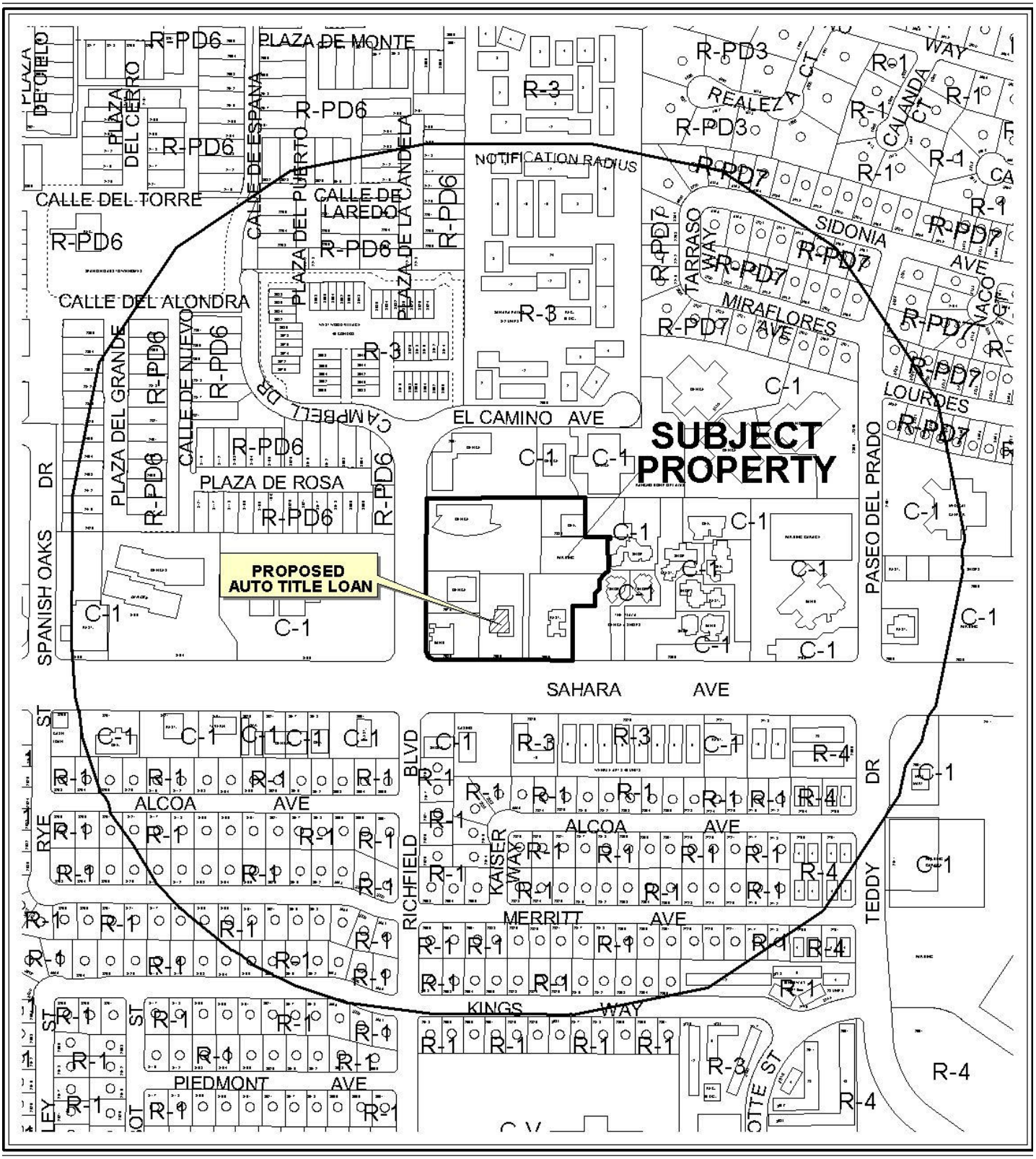
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-39821 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: MONEYTREE, INC. - OWNER: KATSAM, LLC - Request for a Special Use Permit FOR AN AUTO TITLE LOAN USE WITHIN AN EXISTING 3,093 SQUARE-FOOT NONCONFORMING FINANCIAL INSTITUTION, SPECIFIED WITH WAIVERS TO ALLOW A 90-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED, A 990-FOOT DISTANCE SEPARATION FROM A FINANCIAL INSTUTION, SPECIFIED WHERE 1,000 FEET IS REQUIRED AND HOURS OF OPERATION FROM 7:00 A.M. to 11:00 P.M. WHERE 8:00 A.M. to 11:00 P.M. IS ALLOWED at 2950 West Sahara Avenue (APN 162-05-816-006), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**15**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the March 8, 2011 Planning Commission Meeting Item SUP-39821



0 300 600 Feet

CASE: **SUP-39821**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



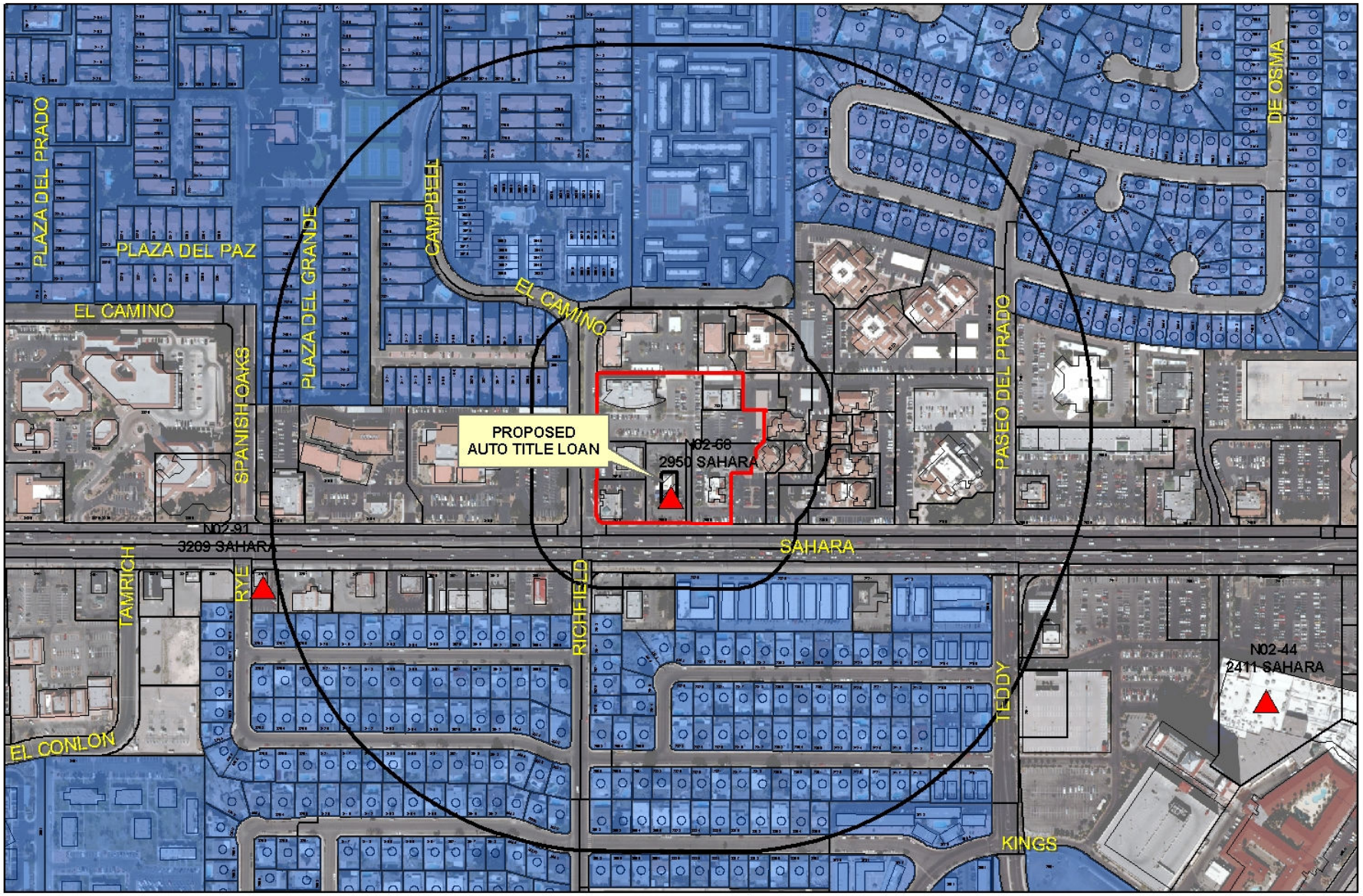
0 300 600 Feet

CASE: **SUP-39821**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-39821
Financial Institution

Financial Business Locations

- Financial Institution, Specified
- Automobile Title Loan
- Pawnshops

Subject Property
Residential Property
200ft & 1000ft Buffer

0 245 490 980 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MONEYTREE, INC. - OWNER: KATSAM, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-39821	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-39821 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Auto Title Loan use.

2. Conformance to the approved conditions for Rezoning (Z-0108-63) and Site Development Plan Review [Z-0108-63(32)].

3. This approval shall be void two years from the date of final approval unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for an Auto Title Loan use within an existing 3,093 square-foot nonconforming Financial Institution, Specified at 2950 West Sahara Avenue. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses, as evidenced by the required waivers of distance separation requirements and hours of operation allowed. If this request is denied, the Auto Title Loan cannot be permitted on this site.

ISSUES

- An Auto Title Loan use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- A Waiver to allow a 90-foot distance separation from a residential property, where 200 feet is required is needed for approval of the Special Use Permit.
- A Waiver to allow a 990-foot distance separation from another Financial Institution, Specified use, where 1,000 feet is required is needed for approval of the Special Use Permit.
- A Waiver to allow hours of operation from: 7:00 a.m. to 11:00 p.m., where 8:00 a.m. to 11:00 p.m. is allowed is needed for approval of the Special Use Permit.
- The existing Financial Institution, Specified is nonconforming, as it was established at the location prior to the requirement for a Special Use Permit. As such, this use is not subject to the requirements of distance separation and restricted hours of operation.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/11/63	The City Council approved a request to Rezone (Z-0108-63) from R-1 (Single Family Residence) to C-1 (Limited Commercial) at 2950 West Sahara Avenue. The Planning Commission recommended Approval.
08/26/93	The Planning Commission approved a Plot Plan and Building Elevation Review [Z-0108-63(18)] for a restaurant with drive through at 2950 West Sahara Avenue.
04/05/02	The Planning Commission approved a request for a Site Development Plan Review [Z-0108-63(32)] for the conversion and expansion of an existing building to a Financial Institution, Specified at 2950 West Sahara Avenue.
11/06/02	The City Council approved a Master Sign Plan (MSP-0008-02) for an approved Financial Institution at 2950 West Sahara Avenue.
11/18/10	The Planning Commission allowed the applicant to abey the Special Use Permit (SUP-39821), until the 03/08/11 Planning Commission meeting.
03/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 20/jg).

Most Recent Change of Ownership	
02/04/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/29/93	A building permit (#93213738) was issued for a Certificate of Occupancy at 2950 West Sahara Avenue. The permit was finaled on 03/16/94.
06/14/02	A building permit (#02010825) was issued for a Tenant Improvement Certificate of Occupancy at 2950 West Sahara Avenue. The permit was finaled on 10/16/02.
02/28/02	A building permit (02003494) was issued for a wall sign at 2950 West Sahara Avenue. The permit was finaled on 12/02/02.
10/30/02	A business license (C21-00123) Non-Depository Lender was issued at 2950 West Sahara Avenue. The license was reclassified to (N02-00068) on 09/10/09. The license is still active.
10/30/02	A business license (W10-00029) Wire Service was issued at 2950 West Sahara Avenue. The license is still active.
05/19/09	A business license (W10-00029) Wire Service was issued at 2950 West Sahara Avenue. The license is still active.
08/10/09	A business license (M06-03073) for Miscellaneous Sales was issued at 2950 West Sahara Avenue. The license is still active.
03/23/10	A building permit (#159249) was issued for a 3.8 square-foot illuminated wall sign at 2950 West Sahara Avenue. The permit was finaled on 06/30/10.

Pre-Application Meeting	
09/13/10	A pre-application meeting was held to discuss the requirements for the submittal of a Special Use Permit for an Auto Title Loan use. It was noted that a Waiver is required for the minimum 200-foot distance separation between the proposed use and a residential property and a Waiver is required for the minimum 1,000-foot distance separation between the proposed use and another Financial Institution, Specified use.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
01/26/11	During a site visit, staff noted a Financial Institution, Specified with trash and debris covering the parking lot.

Details of Application Request	
Site Area	
Net Acres	0.69

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
North	Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Tavern	SC (Service Commercial)	C-1 (Limited Commercial)
	Apartments		R-3 (Medium Density Residential)
East	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
West	Bank, Office	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

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	Y
Richfield Boulevard: Local Street	N/A	90	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
	Gross Floor Area or Number of Units	***Required***			***Provided***		***Compliance***
			Parking		*Parking*		
Use		***Parking Ratio***	Regular	Handi-capped	Regular	Handi-capped	
Financial Institution, Specified / Auto Title Loan (Proposed)	3,093 SF	1/250 SF	13		45		
TOTAL SPACES REQUIRED			13		45		
Regular and Handicap Spaces Required			12	1	43	2	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 200-Foot minimum distance separation from a residential property	90 feet	Denial
A 1,000-Foot minimum distance separation from another Financial Institution, Specified.	990 feet	Denial
Hours of operation from 8:00 a.m. to 11:00 p.m.	7:00 a.m. to 11:00 p.m.	Denial

ANALYSIS

The proposed Auto Title Loan use will allow a business whose primary function is to lend money on the security of the title to a motor vehicle rather than the security of the vehicle itself. A nonconforming Financial Institution, Specified use currently exists within the building where the proposed Auto Title Loan is to be located. The required parking for the proposed use is the same as the existing Financial Institution, Specified, and no additional spaces are required. No vehicular storage is allowed at the site in conjunction with this use. The subject property is located within the Airport Overlay District with a 200-foot height restriction. The application for an Auto Title Loan use proposes no change to the height of the building.

The minimum Special Use Permit requirements for the proposed Auto Title Loan use include a 200-foot distance separation from residential property, a 1,000-foot distance separation from any other Financial Institution, Specified and hours of operation from 8:00 a.m. to 11:00 p.m. The applicant has requested waivers to allow a 90-foot distance separation from residential property, a 990-foot distance separation from another Financial Institution, Specified and to allow hours of operation from 7:00 a.m. to 11:00 p.m. Staff is recommending denial of this application because the proposed use cannot be conducted in a manner that is compatible with the surrounding land use, as is evidenced by the requested waivers of distance separation and hours of operation. The applicant has not provided sufficient evidence that would warrant the granting of waivers to allow reduced distance separation and increase in the hours of operation.

FINDINGS (SUP-39821)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed use cannot be conducted in a manner that is harmonious and compatible with the uses in the existing site and with the commercial uses on adjacent properties, due to waivers of the distance separation from residentially zoned property, from another Financial Institution, Specified and proposed increase in the hours of operation.

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 Auto Title Loan use, as the suite where the proposed Auto Title Loan use is to be located is 3,093 square feet, exceeding the minimum Special Use Permit requirement of 1,500 square feet for the 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 subject site is accessed by Sahara Avenue and Richfield Boulevard. Both streets are sufficient to accommodate the amount of vehicular trips associated with 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 use does not meet all Minimum Special Use Permit Requirements pursuant to Title 19.04. Waivers are required to allow a 90-foot distance separation from a residential property where 200 feet is required, to allow a 990-foot distance separation from another Financial Institution, Specified where 1,000 feet is required, and to allow hours of operation from 7:00 a.m. to 11:00 p.m., where 8:00 a.m. to 11:00 p.m. is allowed.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 24

NOTICES MAILED 336 (By City Clerk)

APPROVALS 2

PROTESTS 15

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-39821** APN: 162-05-816-006

Name of Property Owner: KATSAM, LLC

Name of Applicant: Moneytree, Inc.

Name of Representative: Lionel Sawyer & Collins c/o Jennifer Roberts

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: David E. Bassford

Print Name: David E. Bassford
Managing Member

Subscribed and sworn before me

This 27th day of July, 2010

King County Washington State

Notary Public in and for said County and State

CHUNG LIN NOTARY PUBLIC COMMISSION EXPIRES 3-29-11 STATE OF WASHINGTON

OCT 0 0 2010

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit -- Auto Title Loan

Project Address (Location) 2950 West Sahara

Project Name Moneytree **Proposed Use** Auto Title Loan

Assessor's Parcel #(s) 162-05-816-006 **Ward #** 1

General Plan: existing Comm. proposed -- **Zoning:** existing C-1 proposed --

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.69 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER Katsam, LLC **Contact** Kari Harris

Address 6720 Fort Dent Way, Suite 230 **Phone:** (206) 246-3500 **Fax:** (206) 835-2635

City Seattle **State** WA **Zip** 98188

E-mail Address Kari.Harris@Moneytreeinc.com

APPLICANT Moneytree, Inc. **Contact** Kari Harris

Address 6720 Fort Dent Way, Suite 230 **Phone:** (206) 246-3500 **Fax:** (206) 835-2635

City Seattle **State** WA **Zip** 98188

E-mail Address Kari.Harris@Moneytreeinc.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** NV **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Property Owner Signature* David E. Bassford

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name David E. Bassford

Subscribed and sworn before me

This 10th day of June, 20 10.

CHUNG LIN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 9-29-11

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

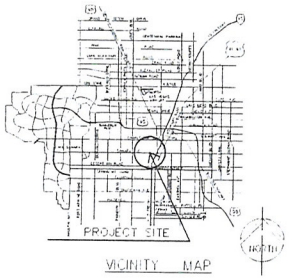
Case #	SUP-39821
Meeting Date:	11/18/10
Total Fee:	$1030.00
Date Received:*	10/4/10
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

OCT 04 2010

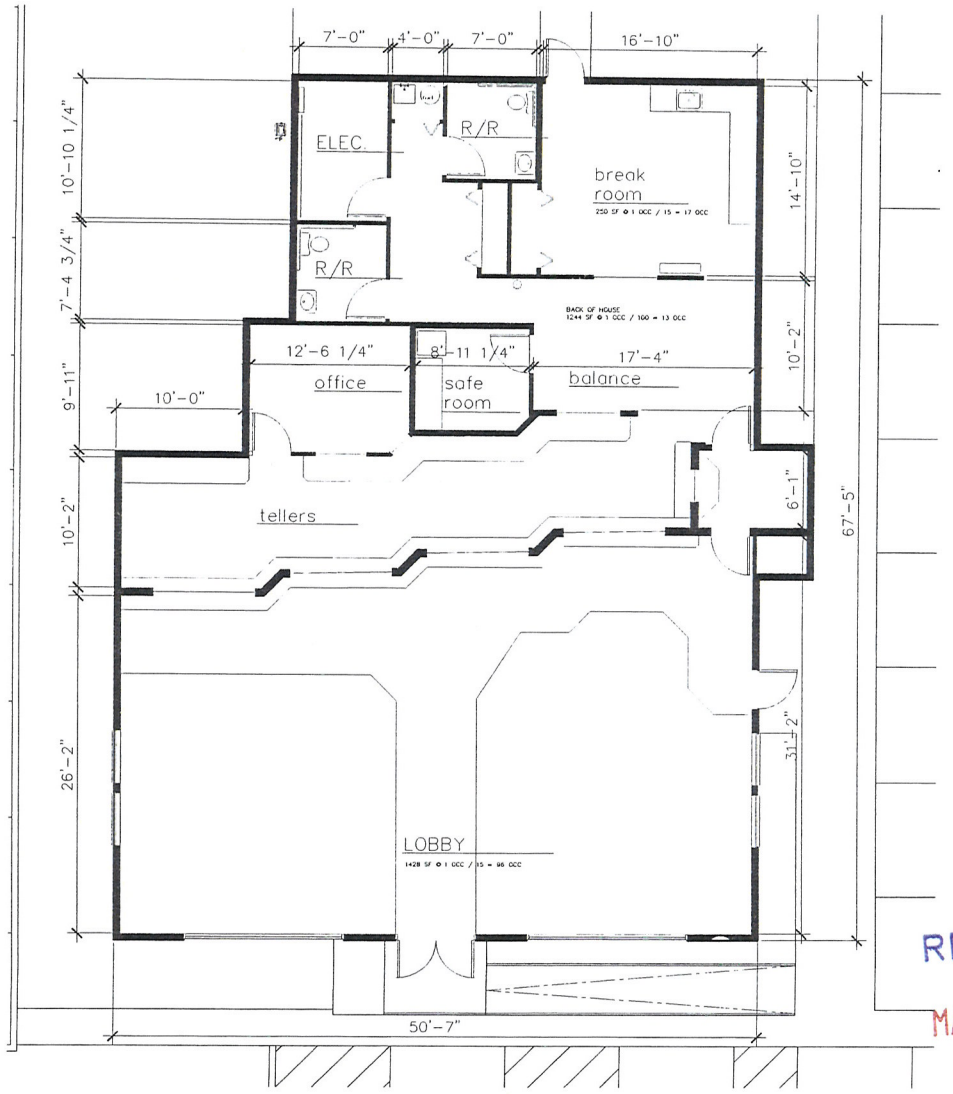
Revised 10/27/08

PROJECT INFORMATION	APN: 162-05-816-006	Zoning: C-1
Site Area	69 Acres (+/- 30,380 SF)	
Total Building Area	3,093 GSF	
Parking Required: (financial)	4/1,000 SF = 13 STALLS REQ'D	
Total Parking Provided	46 STALLS w/ 2 HNDCP	
Parking Stall Dimensions	9' X 18'	
Handicap Stall Size	9' X 18' with Access Aisles	
Lot Coverage	10%	
Max Occupant Load	126 Occupants	

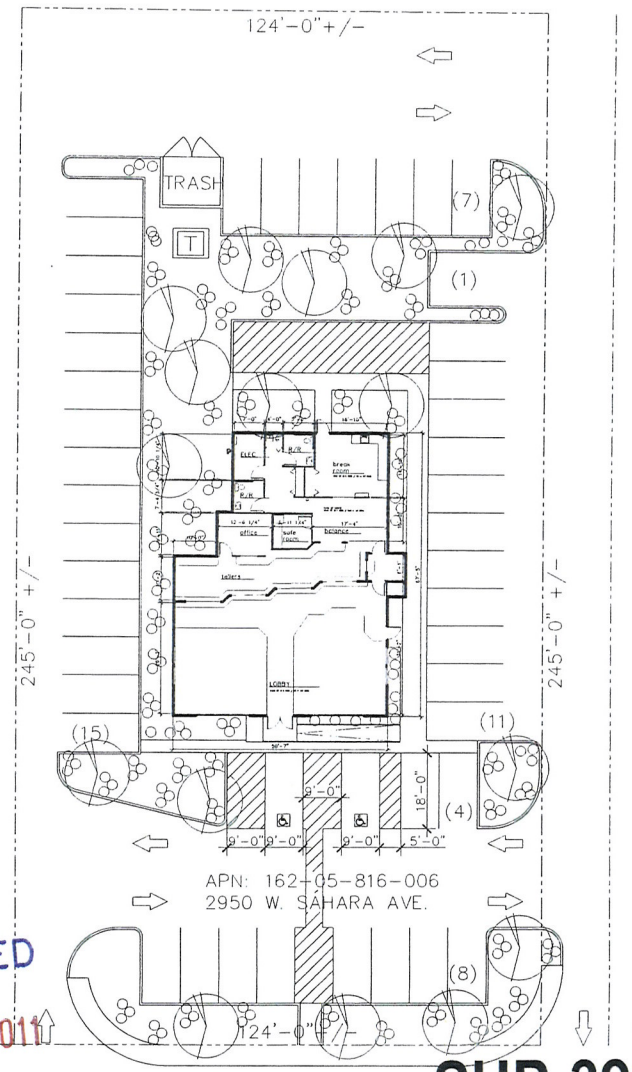


VICINITY MAP

SAHARA/RICHFIELD COMMERCIAL SUBDIVISION



FLOOR PLAN
3/16" = 1' - 0"
3093 SF



SITE PLAN
1/16" = 1' - 0"

RECEIVED
MAR -4 2011

SUP-39821
REVISED

Valley Blueprint 03/02/2011

REVISIONS:

BAKER CONSTRUCTION

PATCO BUILDING SYSTEMS

E. 2711 SPRAGUE
SPOKANE, WASHINGTON 99202
509-535-3668
FAX: 509-535-3720

PROJECT:
MONEY TREE INC.
store #75
2950 W sahara ave
las vegas nv 89102

SITE & FLOOR PLAN

DATE:
Mar 2 2011

SHEET:
A-1

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SUP-39821 - APPLICANT: MONEYTREE, INC. - ONWER: KATSAM, LLC
2950 WEST SAHARA AVENUE

10/15/10



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2950 WEST SAHARA AVENUE

10/15/10

LIONEL SAWYER & COLLINS

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SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)
JON R. COLLINS
(1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III

MICHAEL D. KNOX
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JENNIFER ROBERTS
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MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
CHRISTIAN HALE
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
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KELLY R. KICHLINE
MARK J. GARDBERG
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OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
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CHRISTOPHER MATHEWS
MARK A. CLAYTON

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

October 4, 2010

VIA HAND DELIVERY

Attn: John Grider, Planner I
Planning and Development Department
City of Las Vegas
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

RE: ***Application for Special Use Permit and Waivers of the Distance to Residential; Distance to Financial Institution, Specified; and the Condition on Hours of Operation***

To Whom It May Concern:

I am writing on behalf of Moneytree, Inc., in support of the application for a special use permit for the addition of auto title loan use to an existing Moneytree location at 2950 West Sahara Avenue (APN #: 162-05-816-006). Moneytree also seeks waivers of the separation requirement from residential use and another financial institution, specified, as well as the hours of operation condition.

This location is zoned C-1, Limited Commercial. The addition of the auto title loan use would not adversely affect surrounding properties, as this store is surrounded by commercial uses and is located along the major commercial corridor of Sahara Avenue. Although the commercial center lot containing the Moneytree site touches a parcel with residential use, requiring a waiver of the 200-foot distance separation requirement to allow a 90-foot distance separation, the Moneytree is buffered by other commercial buildings and parking, as well as a street that separates the residential and commercial uses. Moreover, although the Moneytree may be more than 1,000 feet away from another auto title loan; auto pawn; or financial institution, specified, use when measured building to building, a waiver of the distance separation to allow 900

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feet distance between such uses when 1,000 feet is required when measured property line to property line.

As the auto title loan use is also consistent with the current financial institution, specified, operations that exist at the location, there would be no variable impact by addition of auto title loans. Thus, Moneytree will continue to maintain its standard of operations, and the design, traffic generation, lighting, and noise at this location will remain the same. Moreover, the addition of the proposed use would not contribute in any adverse way to traffic, fire safety, or citizen safety.

Moneytree has been in business at this location since October 2002 and currently operates from 7:00 a.m. to 11:00 p.m., Monday through Saturday, and 9:00 a.m. to 9:00 p.m. on Sunday. In order to maintain its current operational standards, Moneytree respectfully requests a waiver of the condition that the auto title loan use be limited to the hours of 8:00 a.m. to 11:00 p.m.

Moneytree is an established company with operations throughout southern Nevada that are aesthetically discreet and that maintain a low impact on neighboring properties. The company is an excellent corporate citizen that has contributed to local charitable organizations. Moneytree has also worked with the Nevada State Legislature during past sessions to enact regulations that prohibit predatory lending practices.

In this current economy, banks have often been unwilling to extend short-term loans. An auto-title loan allows customers seeking such financing the opportunity to obtain immediate, necessary funds while allowing the use of their vehicle to continue. Moneytree is looking to offer auto-title loans so that customers have the option of utilizing a variety of short-term loan that is most convenient to them.

Because Moneytree is an existing establishment that is compatible with the surrounding area and the addition of the auto title use is consistent with current operations at this location, the company respectfully requests a special use permit to add auto title loan use with waivers of the distance to residential; distance to another auto title loan, auto pawn, or financial institution, specified, use; and the hours of operation condition.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

SUP-39821

RENO OFFICE: 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501 • (775) 788-8666 • FAX (775) 788-8682
CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 841-2115 • FAX (775) 841-2119
WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4264 • FAX (202) 742-4265

cc: Ms. Chung-yu Lin

SUP-39821

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

What do the big tax-prep chains see when they look at poor neighborhoods? Billions of dollars ripe for the picking.

1040 SLEAZE

BY GARY RIVLIN *PHOTOGRAPHS BY JOSHUA LUTZ*

JOHN HEWITT WASN'T seeking to turn the working poor into cash cows when his father and some friends helped him buy a six-store tax-service chain in Virginia Beach back in 1982. A 33-year-old college dropout who'd recently left his post as a regional director for H&R Block, Hewitt bought the Mel Jackson Tax Service hoping simply to break his old employer's near-monopoly on the market. "We're going to be bigger than H&R Block!" he liked to boast, though his operation was a mere tadpole challenging a leviathan with 7,000 stores in middle-class neighborhoods across the country. Hewitt renamed the company Jackson Hewitt and bet that his early embrace of computers would give him a leg up on his former bosses. But it wasn't until he began offering something called a refund anticipation loan (RAL)—a product aimed at down-market customers desperate for cash—that his chain really took off.

Over the years, entrepreneurs and corporate executives have devised any number of clever ways for getting rich off the working poor, but you'd have to look long and hard to find one more diabolically inventive than the RAL. Say you have a $2,000 tax refund due and you don't want to wait a week or two for the IRS to deposit that money in your bank account. Your tax preparer would be delighted to act as the middleman for a very short-term bank loan—the RAL. You get your check that day or the next, minus various fees and interest charges, and in return sign your pending refund over to the bank. Within 15 days, the IRS wires your refund straight to the lender. It's a safe bet for the banks, but that hasn't stopped them from charging astronomical interest rates. Until this tax year, the IRS was even kind enough to let lenders know when potential borrowers were likely to have their refund garnished because they owed back taxes, say, or were behind on child support.

Hewitt didn't invent the refund anticipation loan. That distinction belongs to Ross Longfield, who dreamed up the idea in 1987 and took it to H&R Block CEO Thomas Bloch. "I'm explaining it," Longfield recalls, "but Tom is sitting there going, 'I don't know; I don't know if people are going to want to do that.'"

But Longfield knew. He worked for Beneficial Corp., a subprime lender specializing in small, high-interest loans for customers who needed to finance a new refrigerator or dining-room set. His instincts told him the RAL would be a big hit—as did the polling and focus groups he organized. "Everything we did suggested people would love it—love it to death," he says.

He also knew Beneficial would make a killing if he could convince tax preparers—in exchange for a cut of the proceeds—to peddle this new breed of loan on his employer's behalf. Ultimately, Longfield persuaded H&R Block to sign up. But no one was as smitten as John Hewitt—who understood that people earning $15,000 or $20,000 or $25,000 a year live in a perpetual state of financial turmoil. Hewitt began opening outposts in the inner cities, Rust Belt towns, depressed rural areas—anywhere the misery index was high. "That was the low-hanging fruit," he says. "Going into lower-income areas and delivering refunds quicker was where the opportunity was."

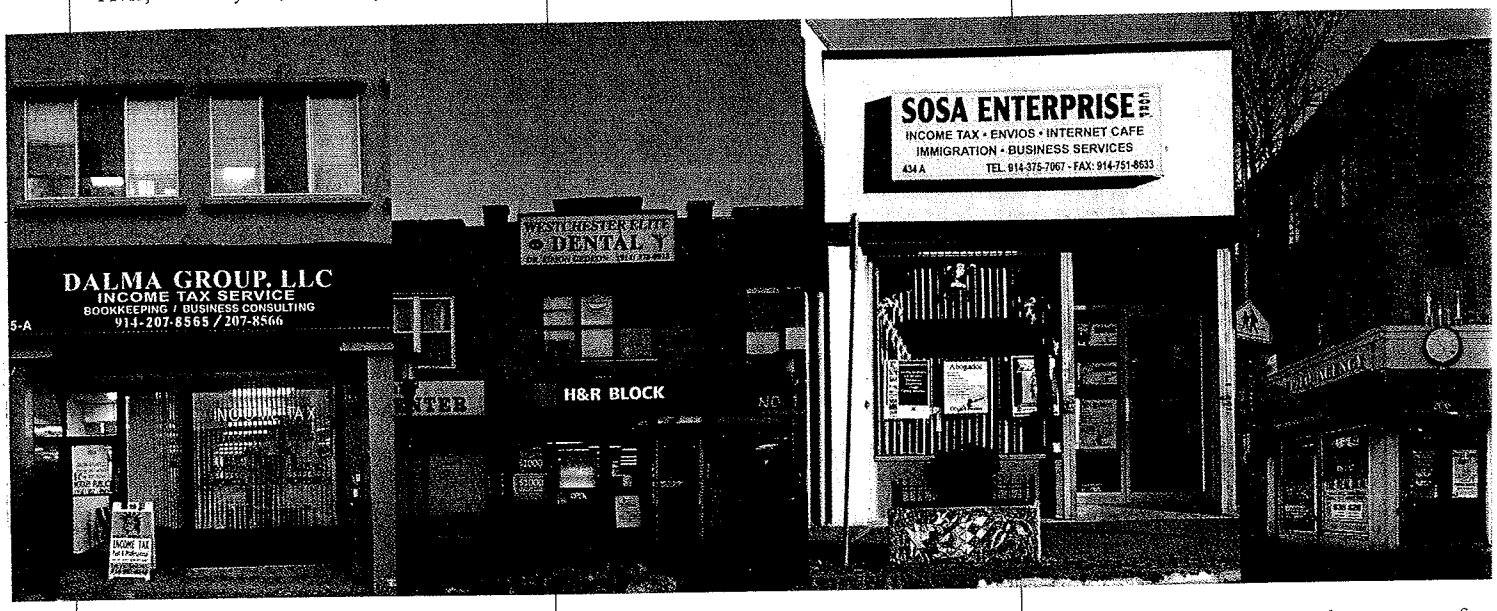
Customers wanting a RAL paid Jackson Hewitt a $24 application fee, a $25 processing fee, and a $2 electronic-filing fee, plus

Tax-prep shops are as common as fast-food joints in many low-income neighborhoods—there are at least half a dozen on one three-block stretch of South Broadway in Yonkers, N.Y. (next page). A few offer reasonably priced accounting, while others charge hundreds of dollars for 20 minutes of work.

Submitted at Planning Commission
Date 3-08-2011 Item #20 by Todd Farlow

4 percent of the loan amount. On a $2,000 refund, that meant $131 in charges—equivalent to an annual interest rate of about 170 percent—not to mention the few hundred bucks you might spend for tax prepation. "Essentially, they're charging people triple-digit interest rates to borrow their own money," says Chi Chi Wu, a staff attorney at the National Consumer Law Center.

In 1988, the first year he began offering the loans, Hewitt owned 49 stores in three states. Five years later, he had 878 stores in 37 states. And five years after that, when Cendant Corp.—the conglomerate that owned Avis, Century 21, and Days Inn—bought Jackson Hewitt for $483 million, his earliest backers received a $2 million payout on every $5,000 they'd invested. Today, with 6,000 offices scattered across the country, Jackson Hewitt is more ubiquitous than KFC, and has about as many imitators.



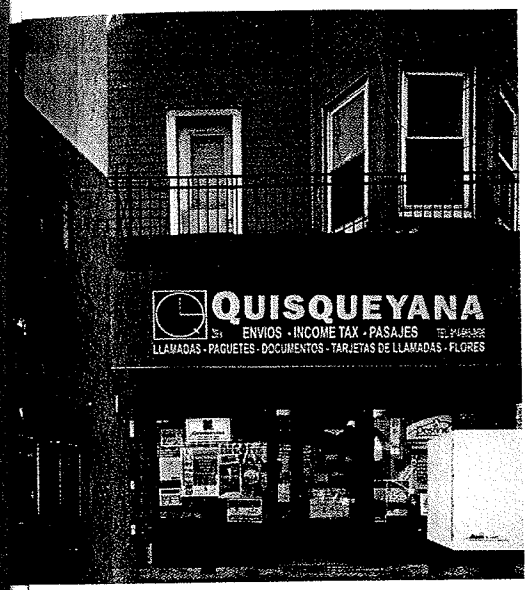
THERE WOULD BE NO refund anticipation loans, of course, without tax refunds. And by extension there would be no RALs without the Earned Income Tax Credit, the federal anti-poverty initiative that served as the mother's milk nourishing the instant-refund boom. Welfare reform was the catalyst for the EITC, which was aimed at putting extra cash in the pockets of low-income parents who worked. What motive does a single mother have to get a job, conservative thinkers asked, if there was scant difference between her monthly take-home pay and a welfare check? It was Richard Nixon who first floated the idea that led to the Earned Income Tax Credit; Ronald Reagan dubbed it "the best pro-family, the best job creation measure to come out of Congress." In 2007, the US Treasury paid out $49 billion to 25 million taxpayers.

"It's a beautiful, beautiful thing that Richard Nixon gave the country," muses Fesum Ogbazion, founder of Instant Tax Service, the country's fourth-largest tax-prep chain behind H&R Block, Jackson Hewitt, and Liberty Tax Service—the outfit Hewitt founded after leaving his eponymous company. On this year's sliding scale, a single mother of two making $16,000 a year gets a $5,000 tax refund; if she earns $25,000, her windfall is $3,200. "People basically start bombarding us with calls at the end of December," Ogbazion says. They all ask the same few questions: "'Can I do my taxes with my pay stubs?' 'Do I have to wait for the W-2?' It's nuts." The IRS starts accepting returns around January 15. By mid-February, Ogbazion will have filed on behalf of more than four-fifths of his clients. "By the time the rest of the world is starting to get serious about their taxes," he says, "I'm already thinking about next year."

Ogbazion is a native of Ethiopia whose family moved to the United States when he was nine years old. He opened his first tax-prep shop when he was a sophomore in college. By that point, several large banks had jumped into the business. Ogbazion began brokering RALs on behalf of Bank One, now part of JPMorgan Chase. By 1999, when he sold his chain to Jackson Hewitt for $3 million, Ogbazion was up to 26 shops, all in the greater Cincinnati area. Just 27 at the time, he decided to start a new chain, Instant Tax, setting up headquarters in Dayton, Ohio. By that point, the most desirable spots—those in the city's poorest precincts—were taken, so he started opening stores in working-class suburbs. "I moved to where opportunities were still available," he says with a shrug when I meet him at his stylish office in one of Dayton's pricier downtown towers. Today, Instant Tax boasts about 1,000 outlets, mostly owned by independent operators who pay Ogbazion a one-time $34,000 franchising fee, plus 20 percent of their gross revenues.

"We recommend that you locate your office where the household income is $30,000 or less," the Instant Tax manual counsels. Each franchisee attends a week of training sessions where "unbelievable emphasis was put on poor minorities," according to former franchisee Habtom Ghebremichael, who recalls a trainer telling his group, "We cater to the 'hood." His archetypal customer, Ogbazion says, is an assistant manager at a fast-food restaurant earning $19,000 a year. "They've burned the banks," he says. "They've bounced too many checks. They've mismanaged their finances." Experience has taught him that a few amenities (a ficus tree, free coffee, TV in the reception area) go a long way in making customers feel welcome. "At the check-cashing place, they're talking to someone behind bulletproof glass," Ogbazion continues. "The welfare building—you can imagine what that's like. Here, we treat them well, and they want to come back."

REFUND ANTICIPATION loans aren't the primary source of revenue for Instant Tax, Jackson Hewitt, or any of the tax mills. The main moneymaker has always been the hefty fees they charge to prepare returns. But the RAL gets people through the door. "Obviously, that's why people come to us," Ogbazion says. "Because we can get them their money quickly." Previously, those customers might have struggled on their own or taken advantage of free help that the IRS and others provide to low- and moderate-income taxpayers. The RAL also ensures that the client pays in full, and maybe that's the real genius of it:



JOSHUA LUTZ/INSTITUTE

The preparer's fees and finance charges are taken directly from the refund.

Longfield concedes that his innovation drains money from what is arguably the nation's most effective anti-poverty program, but he says it's the customer's prerogative. As for Ogbazion, he views Instant Tax and its competitors as beacons of hope. "Look at where our stores are," he says. "There's no Gap. There's no Nordstrom. We employ people from the neighborhood. We're paying rents in those neighborhoods. We're contributing to the tax base." The flip side of this argument is that instant tax mills are part of a phenomenon that lasts barely four weeks yet sucks up roughly $4 billion each tax season.

"These businesses are in this neighborhood for one reason: They see they can make a killing here," says Ramon Dalmasi, an accountant with a front-row seat on the growth of the instant tax business. Dalmasi opened a bookkeeping business in the Bronx in 1997 and watched as chain after tax-prep chain popped up on commercial strips in his community. A few years ago, he relocated to Yonkers, an aging suburb just north of New York City, and found the same chains there as well. "They don't see people struggling to put food on the table," he says. "They just see people who can make them millions." Even without a RAL, a working parent who qualifies for the EITC often pays $300 or more at a tax mill. Dalmasi, a CPA who teaches accounting at nearby Lehman College, charges that same client $75 or $100. "Why should I charge anything more than that," he asks, "when it's taking me 20 minutes?"

Others in the poverty business have rephrased that question: Why not get into a business where 20 minutes of work can yield a few hundred dollars in fees? Outfits like Refunds Today offer software ("requires absolutely no tax preparation knowledge") that walks enterprising pawnbrokers or check-cashers or payday lenders through the process. Why settle for the $100 you'll make cashing a customer's tax-refund check, asked a guest columnist for *Cheklist*, the trade publication for the nation's check-cashers, when a fat $400 payday "sits 10 minutes of data entry away?" Then there's Tax Max, which claims that 3,000 auto dealers use its software, and TaxStar, whose "dealership portal" features testimonials from sales managers grateful for a way to put a few thousand dollars–instantly!–in the pockets of a customer, right there on the lot.

In 2008, more than 8 million Americans shelled out $738 million for refund anticipation loans, according to industry watchdogs. When I visited Ramon Dalmasi, he told me he discourages customers from taking a RAL–but he did have a neon "Rapid Refunds" sign in his window and several posters promising instant cash. "We're in a poor neighborhood," he explained. Advocates scored a victory of sorts when, starting in 2008, the big tax chains and lenders lowered their RAL fees. "We basically shamed them into it," says consumer attorney Wu. Even so, a customer seeking an instant refund at H&R Block last year paid a $29.95 "refund account fee," a $24.95 "instant RAL surcharge," and a $20 "check processing fee" on top of a finance charge tied to loan size. On a $2,000 refund, that worked out to 128 percent annual interest.

BY THE WINTER of 2010, there were six tax-prep stores on the 400 block of South Broadway, a scruffy commercial strip in Yonkers that also hosted three 99-cent stores, a pair of check-cashing outlets, and a Rent-A-Center. H&R Block occupied the prime spot, a few steps from where a bus disgorged passengers returning from the city. A half-block to the north sat a Jackson Hewitt. A half-block to the south, across the street from Dalmasi's shop and a few doors away from a storefront with a Liberty Tax Service sign in the window, was Alan Meister's Instant Tax franchise.

Ogbazion had arranged for me to spend time with Meister, one of his franchisees,

DIMINISHING RETURNS

Let's say you earn roughly $25,000 a year as a file clerk. You've got two kids and an elderly dependent. You don't itemize, you qualify for the Earned Income Tax Credit, and you're due a federal refund of $3,978. Here are some tax-prep options, based on one real-life example.*

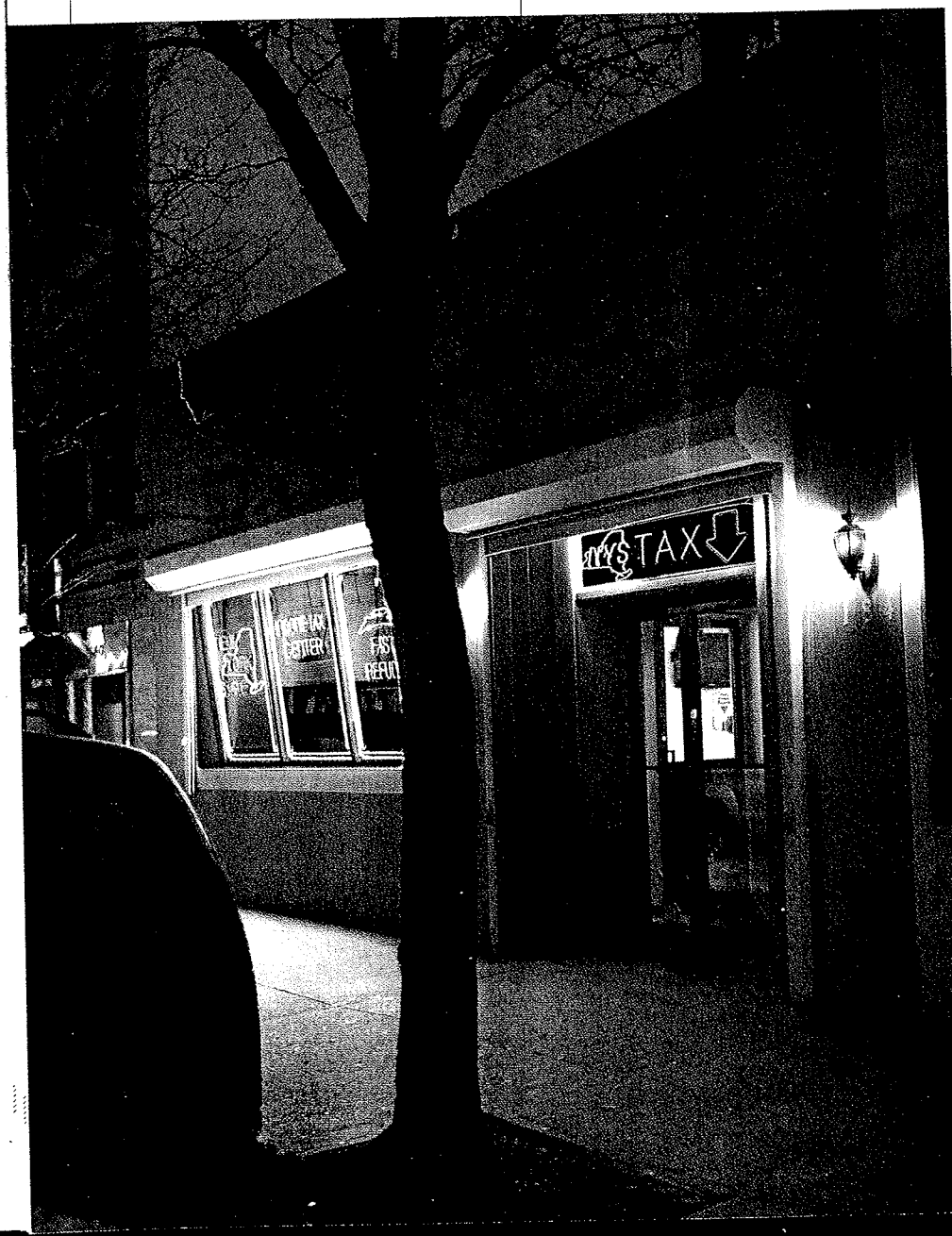
PREPARER	PRICE FOR FEDERAL RETURN	SHARE OF REFUND	WAIT FOR REFUND
DIY, MAIL-IN	a few stamps	0	6-8 weeks
IRS.GOV	free software if income <$58K	0	8-15 days
IRS VITA PROGRAM	free human tax-prep if income <$49K	0	8-15 days
TURBOTAX.COM	free for "simple" returns	0	8-15 days
INDIE PREPARER/CPA	$95-$125**	2-3%	8-15 days
JACKSON HEWITT (W/REFUND ANTICIPATION LOAN)	$431***	11%	same day

*From a 2010 "mystery shopper" study by Arkansans Against Abusive Payday Lending
**One CPA said our mystery 1040 was a job he'd only do pro bono. It "would take 15 minutes," noted another.
***Includes $350 tax-prep fee, $61 RAL fee (57% APR), and $20 "technology access" fee

promising, "You'll see for yourself the quality of service we provide." It was a narrow sliver of a store, barely wide enough for the four desks that sat one behind another against the wall. Meister set up shop in the fall of 2009, after several decades with Ernst & Young. He lives 20 miles away in Chappaqua, where the median household income is $207,747 (and where the Clintons own a home), but leased a storefront in this mixed-race community because its household income was about a quarter as much. Another huge plus, he told me, "was there was a very high proportion of people receiving the Earned Income Tax Credit."

It was Meister's rotten luck that in December 2009, only weeks before he was to open, federal regulators ordered Santa Barbara Bank & Trust out of the RAL business. Although tax loans were its most profitable division, the bank had taken huge losses in the subprime meltdown and had failed to meet its capital requirements. It was Santa Barbara that underwrote the RALs Instant Tax offered, and it was too late to find another bank.

So Meister adapted. The sign in his window read, "Stop in, get your taxes done, and leave with TaxCash the same day!" But when anyone inquired about a RAL, he pontificated about the banking crisis and how credit had basically dried up for everyone. "There might be some stores advertising it," he said (to me and anyone who stopped in), "but the reality is that few will actually get a refund anticipation loan." In fact, competitors down the street were still offering RALs—small businesses and the middle class may have been starved for credit, but banks were still more than willing to play emergency banker to the working poor, at least when the loans were more or less guaranteed by the IRS. Meister was similarly evasive about pricing. "A couple of hundred dollars," he'd say, though invariably he charged $300 and up. When I pressed him, Meister insisted that he *was* charging around $200, but there was a $59 e-filing fee and a $100 "technology" fee that went to the company licensing its software to Instant Tax. (Ogbazion told me the software company charged $17 per return, not $100.)



One customer who bought Meister's services early that January was Fred B. Newman, a custodian at a local hospital. A father of two, Newman anticipated a refund of around $4,000. He was behind on his electric bill and carrying a balance on a high-rate credit card. "Nothing too bad," he said, though he wanted his money as fast as possible. Meister, unable to offer him a RAL, talked him instead into buying something called a refund anticipation check, or RAC.

It wasn't clear why Newman would pay $42 for a RAC, which doesn't ensure an instant refund. The RAC is meant for customers who lack bank accounts or who can't afford to pay up front for tax preparation—it's basically a charge for a temporary account where the IRS can deposit the refund, and from which a preparer can deduct his fees. Newman already had a checking account and a means of payment, but Meister put him down for a RAC without bothering to explain its purpose. "I can make that $42 go away if you don't mind waiting on the IRS," he said when Newman noticed the extra charge. He added that if Newman was worried about the price (his bill now totaled almost $400), he could simply wait six to eight weeks—the time it takes for a check to arrive when you're filing by mail.

"I can't wait that long."

"It's your call," Meister replied.

In fact, Newman was already paying Meister an e-filing fee and thus, according to the IRS, would be getting his money no more than 15 days after filing—with or without a RAC.

AT THE TIME, Meister told me he hoped to open a dozen or more Instant Tax shops around New York. In the end, though, he gave up after only one tax season; 2010 was a miserable year, in no small part because he couldn't offer the

POVERTY BARONS *How to get very rich off the backs of the working poor*

ROSS LONGFIELD
former executive VP, Beneficial Corp.
INNOVATION: Invented the refund anticipation loan
FINE PRINT: Longfield bet that low-income customers would pay dearly to get their tax refunds right away. "Everything we did suggested people would love it—love it to death," he said.
UPSHOT: Now retired, Longfield has the leisure to race around Patagonia in his prized 1969 E-Type Jaguar SII coupe.

ALLAN JONES
CEO, Check Into Cash
INNOVATION: Pioneered payday lending
FINE PRINT: A small-town debt collector from Tennessee, Jones made a killing by making small loans—at 400 percent interest or more—against a person's next paycheck, Social Security payment, or unemployment check.
UPSHOT: Jones clears some $20 million a year from his 1,000-plus stores. He owns a pair of jets and a 650-acre estate, complete with stables and a football stadium.

ERNIE TALLEY
CEO emeritus, Rent-A-Center
INNOVATION: Fathered the rent-to-own industry
FINE PRINT: Talley started the first store in the 1960s. He and his imitators figured out that the rent-to-own customer would spend $2,000 to buy the same TV set that a person with ready credit could buy outright for $800.
UPSHOT: The industry booked $7 billion last year; Rent-A-Center's 3,000 stores boast profit margins twice as large as Best Buy's.

JACK DAUGHERTY
founder and chairman, Cash America
INNOVATION Took pawnshops mainstream
FINE PRINT Investment banks snubbed Daugherty back in 1983, when he first sought to strike it rich as a pawnbroker. But they changed their tune when they saw the killing he made charging 60 to 300 percent interest. "Merrill Lynch, now Dean Witter, now Goldman Sachs," he told one reporter. "We get letters from all of them."
UPSHOT: His 700-plus pawnshops earned $1 billion in revenue last year.

TERRENCE MURRAY
former CEO, Fleet Bank
INNOVATION: Megalenders got into subprime only after Murray, a working-class kid from Providence, R.I., who attended Harvard on a scholarship, showed them the way.
FINE PRINT: In the 1980s, Providence-based Fleet began targeting areas that had fallen on hard times, peddling subprime home loans, often at interest rates exceeding 20 percent a year.
UPSHOT: By 1991, Fleet was New England's largest bank. "It was these huge profits that got the rest of the mainstream banking industry involved," says attorney and subprime expert Bill Brennan.

SANDY WEILL
former CEO, Citigroup
INNOVATION: In 1986, Weill, a Wall Street dealmaker looking for his next big thing, bought Commercial Credit Corp.—a second-rate peddler of loans with rates as high as 23 percent—and used the profits to snap up Smith Barney, Travelers Insurance, Salomon Brothers, and, ultimately, Citigroup.
FINE PRINT: Weill's personal assistant had tried to talk him out of the Commercial purchase, calling it a loan-sharking biz. She was being a snob, Weill retorted. Under his leadership, Citigroup became a top-five subprime lender.
UPSHOT: What mortgage meltdown? Weill still owns a yacht; a $42 million Manhattan apartment; and homes in Greenwich, Conn., and the Adirondacks. —*G.R.*

refund loans. Jackson Hewitt also relied on Santa Barbara for some of its loan volume, so half of its stores were unable to offer a refund loan last year.

The post-subprime environment has been tough for low-rent tax preparers. "The current administration does not look favorably on these products," says Vishnu Lekraj, a stock analyst who follows the tax-prep chains for Morningstar. While bank regulators in Washington have stopped short of outlawing RALs, they've managed to make life more difficult–and therefore less profitable–for the banks. The new official line is that so long as tax preparers are selling these loans, the banks must supervise them more closely: Put better audits in place. Make sure they adequately train their people. Monitor their marketing efforts. Last April, shortly after the end of the 2010 tax season, JPMorgan Chase announced it was getting out of refund loans altogether, leaving 13,000 independents, including Ramon Dalmasi, scrambling for an alternative lender.

The industry took an even bigger punch in August, when the IRS announced it would stop providing lenders with a "debt indicator" letting them know whether a taxpayer was likely to have a refund garnished for back taxes or other debts. ("It's a product provided by the private sector," IRS spokesman Dean Patterson said of the RAL, though he declined to explain the agency's decision. "We neither endorse it nor try to dissuade people from using it.") In the past, according to a study by one consumer group, the IRS gave the thumbs-down to at least 1 in 12 people seeking a refund loan. Without that handy information, these loans are much riskier. HSBC, the London-based bank that was under contract with H&R Block to underwrite tax loans through 2013, announced that without the debt indicator, it was getting out of the RAL business. Block sued, and the two parties came to an agreement, but then, just weeks before the start of the current tax season, federal regulators told HSBC it could no longer offer RALs. The feds offered no official explanation, leaving consumer advocates to wonder whether the bank had used its government connections to extract itself from a business that suddenly looked a lot less profitable.

Block's bad fortune is nevertheless terrific news for Hewitt's Liberty Tax Service and his old company, which have made arrangements to offer RALs at most of their stores this season, although Hewitt told me in January that his lender, Republic Bank, intended to nearly double its rate, meaning his clients will pay more for fast refunds [*continued on page 67*]

1040 slea-ze

[*continued from page 35*] this year. Shares of Jackson Hewitt stock jumped 30 percent–and shares of H&R Block tanked–the day after the feds' HSBC decision was announced. The long-term outlook, however, depends on whom you ask. "If you tell me who's going to be elected president in two years, I'll tell you if we'll still have RALs," Hewitt says. Morningstar's Lekraj, for his part, is convinced RALs soon will be a thing of the past. "Block will no doubt be losing customers to these other two entities," he explains. "But that's over the next tax season or two. It's my belief that long-term, everyone will be in the same position."

Consumer advocates, however, warn that private-equity groups and hedge funds are eyeing the RAL business. Santa Barbara Bank & Trust, the bank that federal regulators banished at the end of 2009, is back this year as the Santa Barbara Tax Products Group–now owned by a private-equity firm.

In any case, the use of some kind of rapid-refund mechanism to fleece low-income taxpayers is practically a given. "My experience is that these companies can get really creative given the stakes," says David Rothstein of Policy Matters Ohio, a Cleveland-based advocacy group that's part of a coalition fighting the instant tax mills. For starters, there's the RAC, which brought in about $400 million for the industry last year, and is often nothing more than a pricey way of ensuring that the preparers get *their* money right away. And there are other potential growth areas, like debit cards. H&R Block, for one, will happily put your refund on its "Emerald Card" for a $45 fee. There's also the so-called preseason or "paystub" loan, a partial advance of maybe $1,000 against a person's refund granted in December or early January, before the taxpayer has even received a W-2. The charges on Instant Tax's preseason loans are low compared with a RAL, Ogbazion told me, and work out to an APR of around 25 percent. But then, no matter what the big chains dream up as a RAL replacement, nothing counts more than the steep fees they charge to do someone's taxes. "You do what you can to get people into your store," Ogbazion says. Bottom line: With all that cash sloshing around low-income neighborhoods each tax season, no one expects the ambitious preparer to give up without a fight. ■

death panels

[*continued from page 68*] spite the evidence of imprecise census work, major green groups chose not to sue over the project. No one wants to look like they're against renewable energy, explains Gloria D. Smith, a senior attorney with the Sierra Club.

Of course, solar projects needn't destroy pristine landscapes at all. I visited one future plant site where farming had long ago scared off tortoises and other sensitive species. And consider that just outside the Mojave lie acres upon acres of flat, sunny spaces where the tortoise count is guaranteed to be zero: the roofs of warehouses and big-box stores. The idea has taken off elsewhere; in Germany, where solar installations have proceeded at eight times the US rate, hundreds of thousands of individuals and companies now sell their excess electricity back to the power authority.

But here in the US, where public land can be rented for a song, it's more cost-effective for utilities to build a massive power plant out in the desert than hundreds of little ones atop privately owned roofs. And utilities usually aren't keen on the idea of buying electricity from their customers, says Bill Powers, a solar-energy expert in San Diego. "Utilities make money off power plants; they'd lose money if big-box stores started making their power on the roof," he says. To wit, the New Mexico utility PNM waged an unsucessful battle in 2009 to prevent residents and businesses from installing rooftop panels and selling the electricity they didn't need back into the grid. The same year, Xcel Energy fought and lost a similar battle in Colorado.

In the coming years, you're likely to hear a lot of this kind of argument: What are a few tortoises (or bats, or salmon) compared with thousands of megawatts of renewable energy? But the individual creatures are only part of the point, says Anderson. "In protecting the tortoise," she says, "you end up protecting the entire ecosystem." Doing that right will require cooperation between conservation groups, governments, utilities, and energy companies–not to mention plenty of biological grunt work.

We never found a tortoise during my day in the desert–never even saw a burrow. But, as Anderson reminded me, that doesn't mean they weren't there. ■

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by Vas Gardiakos

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TO: CLV COMMISSIONERS OF PLANNING, Chair Evans, V.Chair Trowbridge, Goynes, Truesdell, Quinn, Flangas, Moody.
FROM: CNP
DATE March 8, 2011
RE: selected agenda items of concern

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas, NV boundaries, therefore imposing a direct impact upon ALL wards.

#20. SUP-39821 - Charleston Neighborhood Preservation agrees with Staff recommendation of DENIAL, as being in the best interests of the livability and business dynamics of our neighborhood as well as all L.V. neighborhoods.

#36. SUP-40747- DENIAL is a must for this business at this site.
300 ft. too close to a religious facility,
400 ft. too close to a residential use, and
270 ft. too close to another massage establishment surely make this site for this business utterly, completely, absolutely in the DENIAL category.

Top o' St. Paddy's to you all !

June Ingram

President, June Ingram and Board

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MAR-8-2011 14:15 FROM: TO:3857268 P.2/2

FROM :TIMON S. GREENE FAX NO. :7028715924 Nov. 08 2010 04:20PM P1

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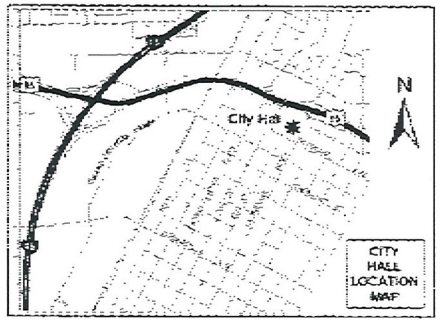

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SUP-39821
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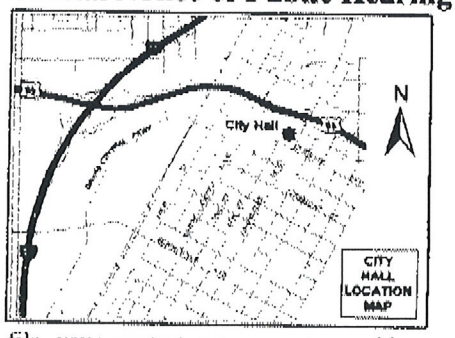

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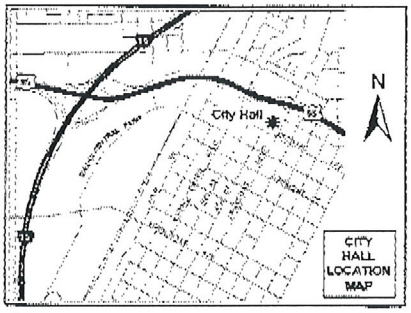

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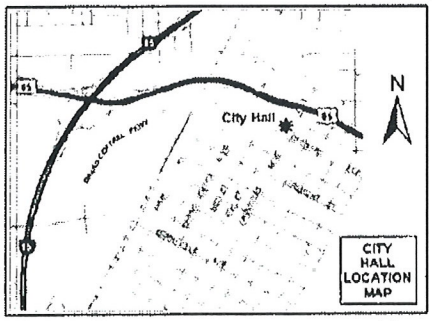

THESE AUTO TITLE LOAN SHARKS NEED TO FOLLOW THE RULES LIKE EVERY-ONE ELSE DOES. WE ALREADY HAVE 3 IN A 2 BLOCK AREA ON SAHARA - YOU MAKE AN EXCEPTION FOR ONE - NEXT IT WILL ALL OF THEM. I OPPOSE !!

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16205416025
CUMMINGS FAMILY TRUST
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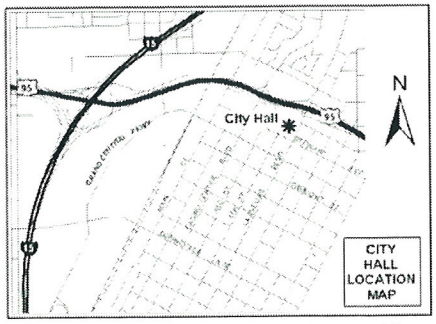

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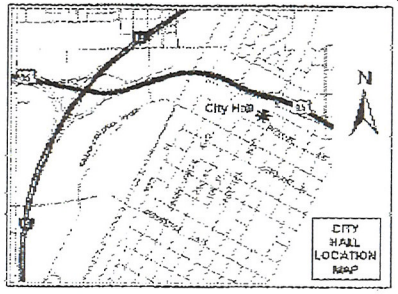

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16205413020
MUNTHE ARNOLD E
P O BOX 80177
LAS VEGAS NV 89180-0177

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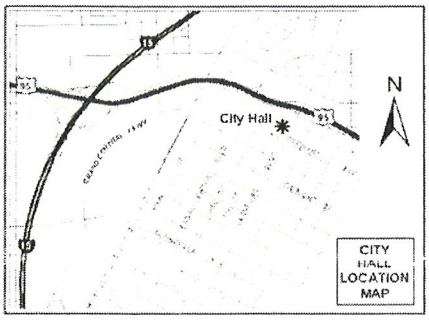

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16208511038
OEHLER C F FAMILY TRUST
2824 MERRITT AVE
LAS VEGAS NV 89102-6087

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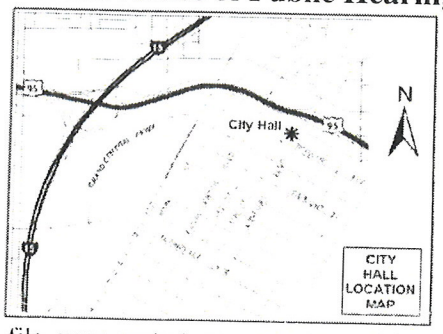

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Case SUP-39821
16205416024
GARDNER WILLIAM & MICHAELETTA
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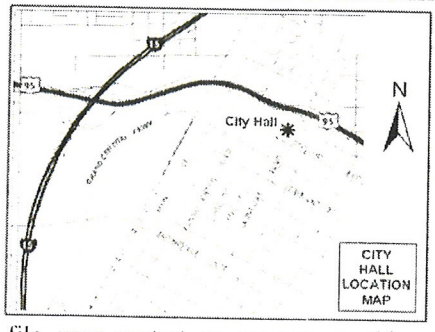

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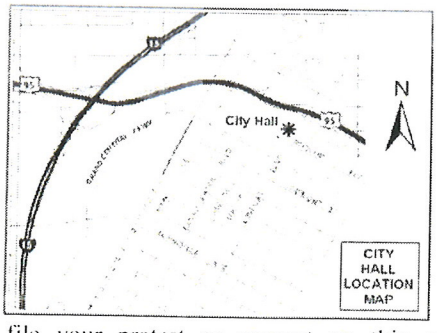

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Do not like predatary Lending clients or store close to my home. R. Stevens

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16205812012
STEVENS ROBERT & LOIS JEANETTE
2208 TARRASO WY
LAS VEGAS NV 89102-4256

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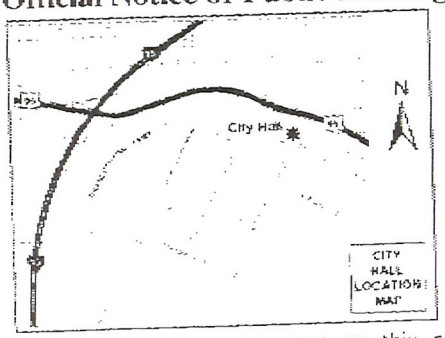

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16208511063
WHITING PAUL G & KATIA C
2825 MERRITT AVE
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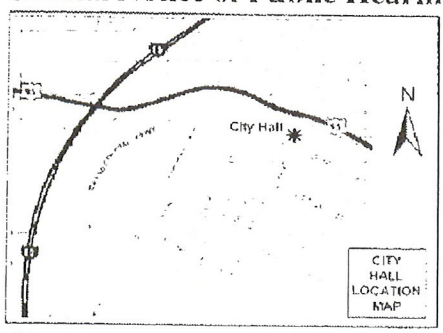

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16208511067
STROUD ASHLEY
2905 MERRITT AVE
LAS VEGAS NV 89102-6081

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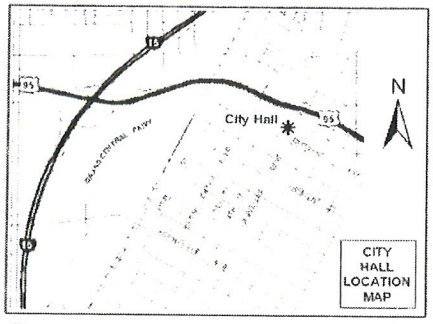

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Case: SUP-39821

16208511013
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2804 ALCOA AVE
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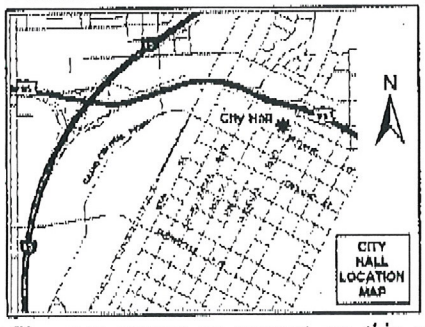


If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-39821

Planning Commission Meeting of 11/18/2010

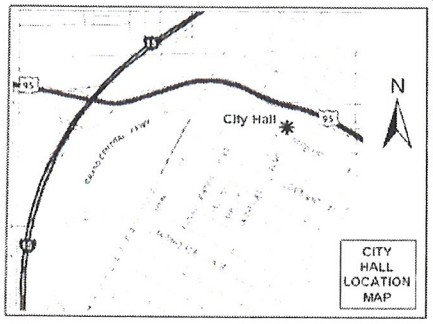
Case: SUP-39821

16205801010
BAILES FAMILY TRUST ETAL
%BAILES & ASSOC
11911 SAN VICENTE BLVD #325
LOS ANGELES CA 90049-6611

RECEIVED
NOV - 8 2010

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-39821

Planning Commission Meeting of 11/18/2010

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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MAILED FROM ZIP CODE 89101

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NOV 15 2010

Case SUP-39821

16205415019
GRABIN CAROLYNN
608 E BEVAN DR
JOLIET IL 60435-5613

IAV0511 60435

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.

MAY EACH OF YOU ENJOY THIS FAMILY THANKSGIVING SEASON!

RECEIVED
NOV 18 2010

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 Reitz-Layne Rushforth-Jeaning Sweany-Julia Whaun-Jean Withers-Others

NOV-18-2010 03:58 FROM: TO:3857268 P.2/2

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

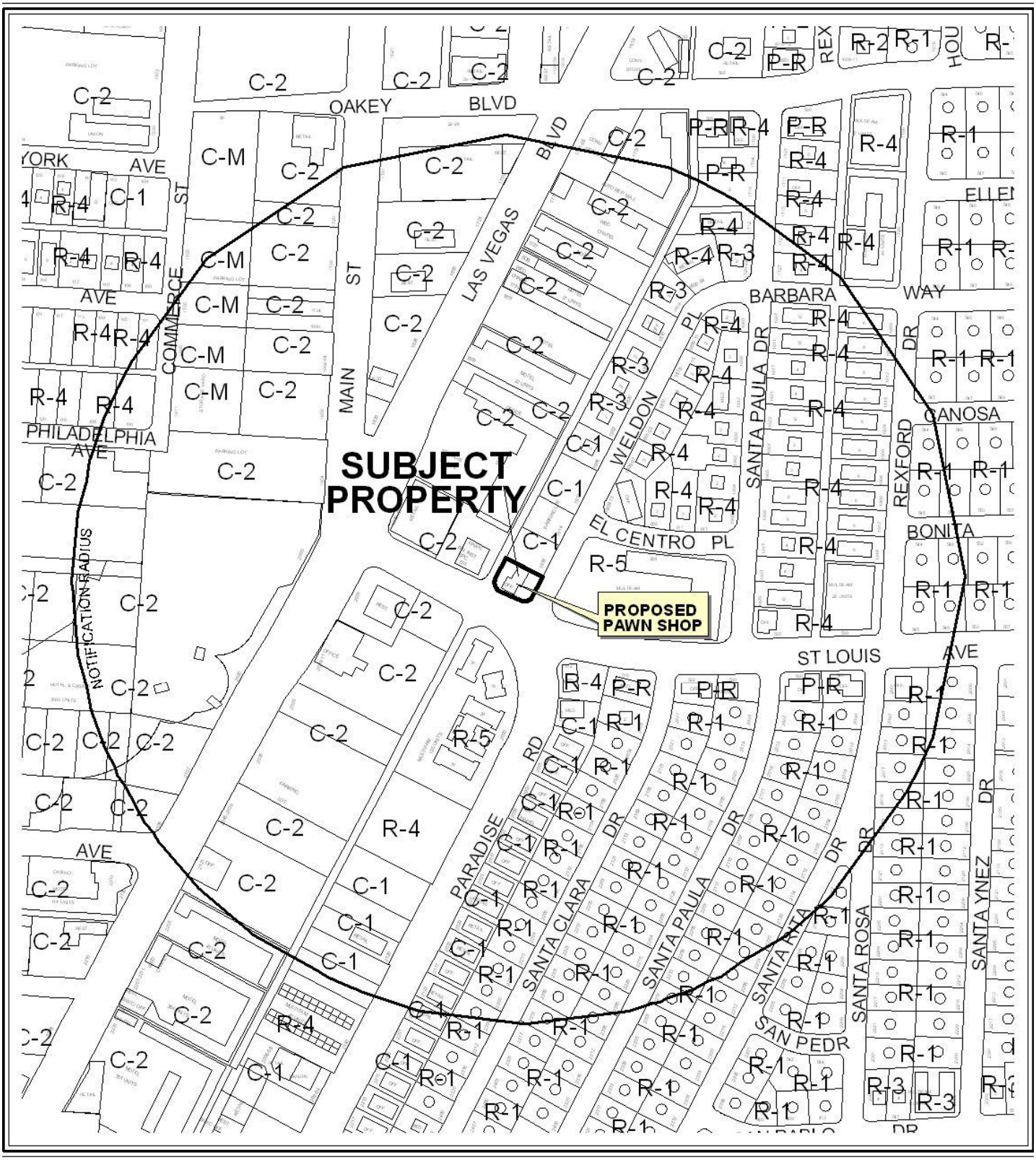
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40739 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: ACE LOAN COMPANY - OWNER: B F TRUST – Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A PAWN SHOP WITHIN AN EXISTING 1,606 SQUARE-FOOT COMMERCIAL BUILDING WITH WAIVERS TO ALLOW A 50-FOOT DISTANCE SEPARATION FROM A RESIDENTIAL USE WHERE 200 FEET IS REQUIRED AND A 20-FOOT DISTANCE SEPARATION FROM AN EXISTING FINANCIAL INSTITUTION WHERE 1,000 FEET IS REQUIRED at 519 East St. Louis Avenue (APN 162-03-311-017), 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.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**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. Appeal Letter Submitted by Todd Kessler
3. Conditions and Staff Report
4. Supporting Documentation
5. Photos
6. Justification Letter
7. Backup referenced from the March 8, 2011 Planning Commission Meeting Item SUP-40739



0 300 600 Feet

CASE: **SUP-40739**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



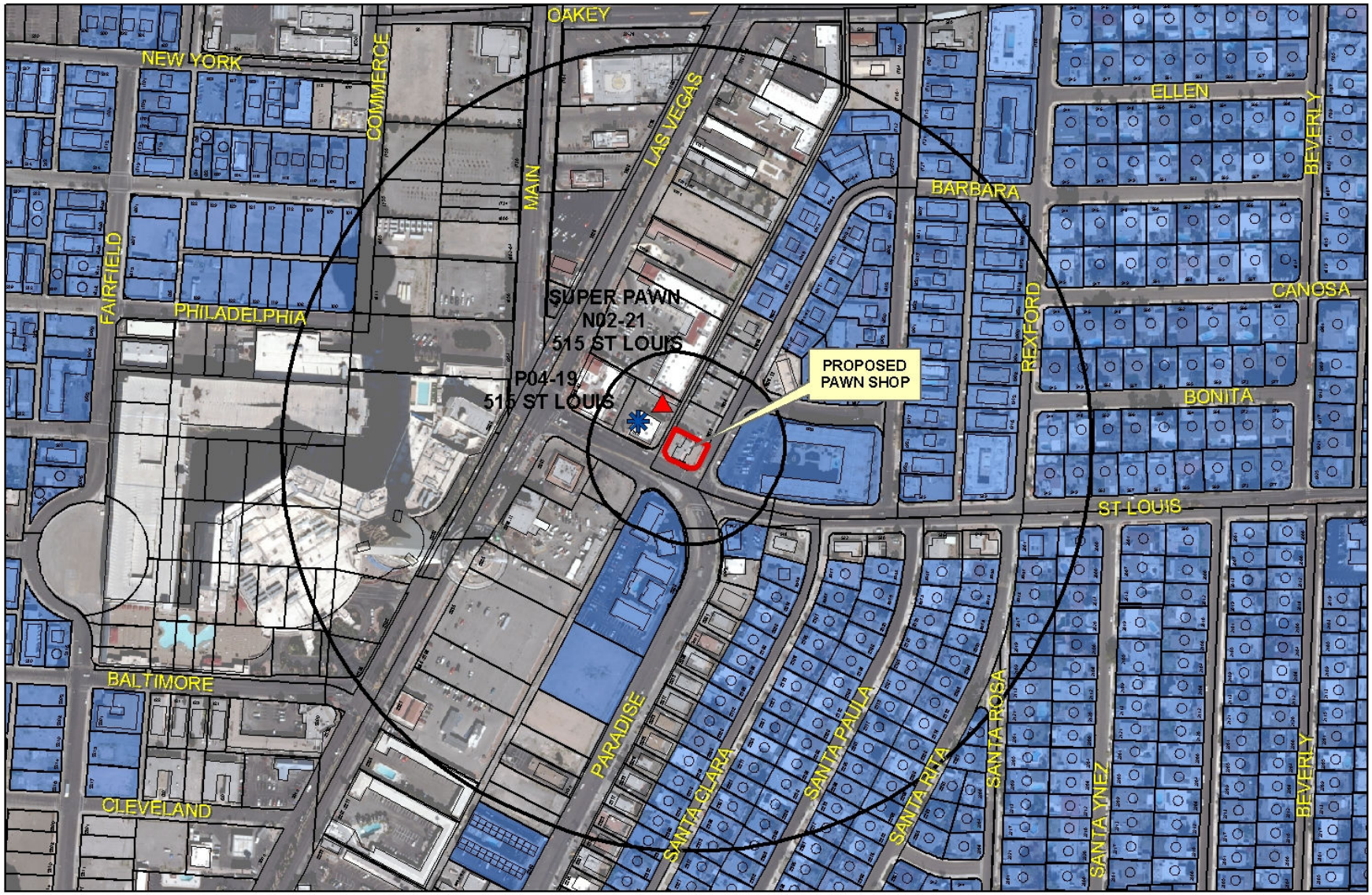
0 300 600 Feet

CASE: **SUP-40739**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-40739
Pawnshops

Financial Business Locations

Financial Institution, Specified

Pawnshops

Automobile Title Loan

Subject Property

Residential Property

200ft & 1000ft Buffer

N

0 210 420 840 Feet

RECEIVED
CITY CLERK

2011 MAR -9 P 1:20

Todd Kessler
206 N. 3rd St.
Las Vegas, NV 89101
702-296-2600

VIA FASCIMILE ONLY – 702-382-4803

March 9, 2011

City of Las Vegas
City Clerk
Las Vegas, Nevada 89101

Re: **APPEAL REQUEST -SUP 40739**

To whom it may concern:

Please accept this as formal appeal of the March 8, 2011 Planning Commission decision to deny SUP-40739 which was an application for a pawn shop located at 519 E. St. Louis Ave, Las Vegas, NV. The Application is FOR A SPECIAL USE PERMIT FOR A PAWN SHOP AND WAIVERS TO ALLOW A 50 FOOT SEPERATION FROM A RESIDENTIAL WHERE A 200 FOOT DISTANCE SEPERATION IS REQUIRED AND TO ALLOW A 20 FOOT SEPERATION FROM AN EXISTING FINANCIAL INSTITUTION WHERE A 1,000 FOOT DISTANCE SEPERATION IS REQUIRED on 0.16 acres at 519 E. St. Louis Ave. zoned C-1 (Limited Commercial).

We strongly believe our waivers are appropriate as the proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, the subject site is physically suitable for this type of use, the access streets to the property are adequate in size to meet the requirements of this use and the approval of this Special Use Permit at this site is not inconsistent with nor compromises the public, health, safety and welfare of the overall objectives of the General Plan.

We request that the item be placed on the April 6, 2011 City Council agenda. In the meantime, if you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler
Representative for the Applicant and Owners

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ACE LOAN COMPANY - OWNER: B F TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40739	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

SUP-40739 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Pawn Shop use.

2. Conformance to the approved conditions for Rezoning (Z-0050-76).

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 or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas

4. Prior to issuance of a business license, a revised site plan shall be submitted to the Department of Planning depicting the handicapped parking space pursuant to the standards of Title 19.10. Access aisles shall be provided on both sides of the parking space that extends the full length of the space, without extending into the public rights-of-way.

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. 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 1,606 square-foot Pawn Shop at 519 East Saint Louis Avenue. The application includes requests for Waivers to allow a 50-foot distance separation from a residential use where 200 feet is required and to allow a 20-foot distance separation from an existing Financial Institution, Specified where 1,000 feet is required. This project is located on a 0.19 acre parcel. Based upon the requested Waivers, denial of this request is recommended. If denied, the applicant may not operate a Pawn Shop use from this location.

ISSUES

- A Pawn Shop use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- Waivers are required to allow a 50-foot distance separation from a residential use where 200 feet is required and a 20-foot distance separation from an existing Financial Institution, Specified where 1,000 feet is required.
- Unpermitted Off-Premise Signage is located on the building.
- The applicant is proposing to move an existing Pawn Shop from 215 North 3rd Street to the proposed location.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/01/76	The Board of City Commissioners approved an application for the reclassification (Z-0050-76) of property located at 519 East St. Louis Avenue from R-4 to C-1. The Planning Commission recommended approval.
08/09/78	The Board of City Commissioners denied the request for a Plot Plan Review (Z-0050-76) to allow an Off-Premise Sign on property located on the northwest corner of St. Louis Avenue and Weldon Place. The Planning Commission and staff recommended denial.
09/27/84	The Board of Zoning Adjustment approved the request for a Variance (V-0100-84) to allow a wedding chapel where such use is not permitted at 519 East St. Louis Avenue. The Variance was not exercised and expired on 09/27/86.
03/19/86	The City Council denied the plot plan review to allow an Off-Premise Sign on property located on the northwest corner of St. Louis Avenue and Weldon Place (Z-0050-76). The Planning Commission recommended approval and the Planning and Development Department staff recommended denial.

06/20/07	The applicant requested to table at City Council a Special Use Permit (SUP-15442) for a proposed Package Liquor Off-Sale Establishment at 519 St. Louis Avenue. The Planning Commission and staff recommended denial.
03/08/11	The Planning Commission voted (6-0-1/rt) to recommend DENIAL (PC Agenda Item 35/jg).
03/09/11	The applicant filed an appeal of the Planning Commission's denial with the Office of the City Clerk.

Most Recent Change of Ownership	
06/28/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1950	The building at 519 East Saint Louis Avenue was constructed.
07/10/87	A business license (Q01-00052) was issued for a Real Estate Firm at 519 East Saint Louis Avenue. The license was marked out of business on 0/11/09.
11/01/01	A business license (C05-01099) was issued for a Tobacco Dealer at 519 East Saint Louis Avenue. The license was marked out of business on 05/12/08.
11/01/01	A business license (L15-00013) was issued for a Package Liquor at 519 East Saint Louis Avenue. The license was marked out of business on 05/12/08.
09/04/03	A building permit (#03019166) was issued for a Tenant Improvement at 519 East Saint Louis Avenue. The permit was finaled on 09/24/03.
06/14/07	A business license (G01-93893) was issued for Restricted Gaming at 519 East Saint Louis Avenue. The license was marked out of business on 02/28/09.

Pre-Application Meeting	
01/10/11	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit were discussed. • Waivers of the distance separation from residentially zoned property and Financial Institution, Specified.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/26/11	During a site visit, staff noted a vacant building with graffiti, trash, weeds and unpermitted signage.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Other than Listed (Vacant)	C (Commercial)	C-1 (Limited Commercial)
North	Parking Lot	C (Commercial)	C-1 (Limited Commercial)
South	Apartments	C (Commercial)	R-5 (Apartment)
East	Apartments	C (Commercial)	R-5 (Apartment)
West	Pawn Shop	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Beverly Green / Southridge Neighborhood	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails	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***
Saint Louis Avenue	Secondary Collector	Master Plan of Streets and Highways	80	Y
Weldon Place	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	
Pawn Shop	1,606 SF	1/250 SF	7				
TOTAL SPACES REQUIRED			7		4		Y*
Regular and Handicap Spaces Required			6	1	3	1	Y*

**The subject site meets the Title 19.10.010(C) requirements for a Parking Impaired Development.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 200-Foot minimum distance separation from a residentially zoned property.	To allow a 50-foot distance separation.	Denial
A 1,000-Foot minimum distance separation from a Financial Institution, Specified.	To allow a 20-foot distance separation.	Denial

ANALYSIS

A Pawn Shop use is defined by Title 19.20.020 as "a facility (other than a bank, savings and loan or mortgage banking company) used for the business of lending money on the security of pledged goods or for the business of the purchase of tangible personal property on condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time. "

The applicant proposes to locate a Pawn Shop use within a 1,606 square-foot vacant building, at 519 East Saint Louis Avenue. The existing building was constructed in 1950 and is a parking impaired development pursuant to Title 19.10.010. Previously a General Retail Establishment use occupied the building, and required 10 parking spaces. The proposed Pawn Shop use requires one space for each 250 square feet of gross floor area, or seven parking spaces. As the proposed Pawn Shop use requires fewer parking spaces than the General Retail Establishment use, no parking variance is required. The submitted Site Plan indicates five parking spaces, but the existing handicapped parking is partially located within the right-of-way and does not comply with Title 19.10 parking requirements. A condition has been added to revise the Site Plan to depict a handicapped parking space to be in compliance with Title 19.10 requirements.

The subject site is located in the Beverly Green/Southridge Neighborhood Plan, the A-O (Airport Overlay) District with 175-foot height restriction and the Las Vegas Redevelopment Plan Area. An existing on-street bike trail and an off-street bike path are located along the south property line. The proposed use would not have a negative impact relating to the above mentioned Special Area Plans. The Pawn Shop 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 within 50 feet from residentially zoned property where a 200-foot separation distance is required and to allow a 20 feet where 1,000-Foot minimum distance separation from a Financial Institution, Specified. The requested Waivers indicate that the use cannot be conducted in manner that is compatible with the surrounding uses; staff recommends denial. If denied, the applicant may not operate the Pawn Shop use from this location.

FINDINGS (SUP-40739)

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 Pawn Shop use cannot be conducted in a manner that is compatible with the surrounding land uses due to the requested Waivers.

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 Saint Louis Avenue and Weldon Place. These streets are of sufficient size to accommodate the needs of the proposed Pawn Shop 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 Pawn Shop use mandate that the use not be located within 200 feet of residential property or located within 1,000-feet from a Financial Institution, Specified. Denial of this application is recommended, based upon non-conformance to Title 19.04 requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 168 (By City Clerk)

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40739** APN: 162-03-311-017

Name of Property Owner: The BF Trust

Name of Applicant: Ace Loan Company

Name of Representative: Todd Kessler

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: Howard Bock

Print Name: Howard C Bock

Subscribed and sworn before me

This 6th day of January, 20 11

Notary Public in and for said County and State

CHRISTOPHER S. GUINTU
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 01-23-2012
Certificate No: 04-87075-1

RECEIVED
JAN 19 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP for Pawn Shop

Project Address (Location) 519 E. St. Louis Ave, Las Vegas, NV

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 162-03-311-017 **Ward #** 3

General Plan: existing ✓ **proposed** _____ **Zoning: existing** ✓ **proposed** _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.16 **Lots/Units** 1 **Density** _____

Additional Information _____

PROPERTY OWNER BF Trust **Contact** Howard Bock

Address 2230 S. Paradise Road **Phone:** 382-3489 **Fax:** 629-3176

City Las Vegas **State** NV **Zip** 89104

E-mail Address bockfam7@yahoo.com

APPLICANT Ace Loan Company **Contact** Howard Bock

Address 2230 S. Paradise Road **Phone:** 382-3489 **Fax:** 629-3176

City Las Vegas **State** NV **Zip** 89104

E-mail Address bockfam7@yahoo.com

REPRESENTATIVE Todd Kessler **Contact** Todd Kessler

Address 206 N. 3rd St. **Phone:** 953-4320 **Fax:** 477-0045

City Las Vegas **State** NV **Zip** 89101

E-mail Address Todd@rggLV.com

Property Owner Signature* Howard Bock

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Howard C Bock

Subscribed and sworn before me

This 6th day of January, 20 11.

Notary Public in and for said County and State

CHRISTOPHER S. GUINTU
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 01-23-2012
Certificate No: 04-87075-1

FOR DEPARTMENT USE ONLY

Case #	SUP-40739
Meeting Date:	3/8/11 PC
Total Fee:	1,030
Date Received:*	1/19/11
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
JAN 19 2011

Revised 10/27/08

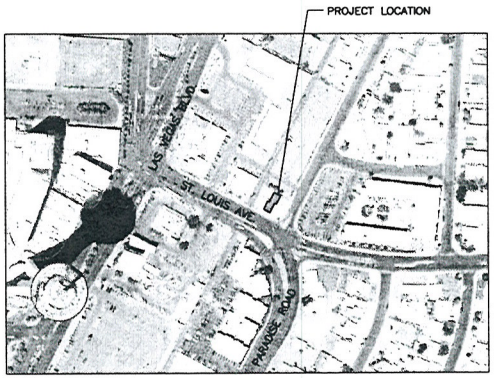
PARKING ANALYSIS – TITLE 19

1,606 S.F. EXISTING BUILDING

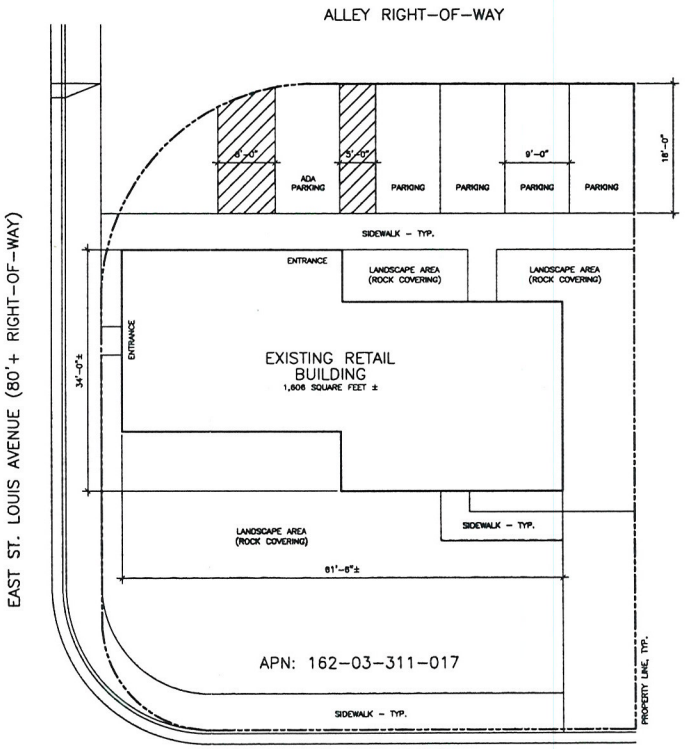
PROPOSED USE – PAWN SHOP USE 1:250 SF, 6.42 OR 7 SPACES REQUIRED
EXISTING USE – RETAIL 1:175 SF, 9.177 OR 10 SPACES

SITE IS CONSIDERED PARKING IMPAIRED, NO VARIANCE FOR PARKING IS REQUIRED.

5 PARKING STALLS PROVIDED INCLUDING 1 ACCESSIBLE STALL (ON-SITE PARKING)



VICINITY MAP
SCALE: N.T.S.



SITE PLAN AND LANDSCAPE PLAN
SCALE: 1/8" = 1'-0"

REVISIONS

Mark	Date	Description

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED UNDER MANUAL

BRESLIN BUILDERS
COMPANY NAME

JACK BRESLIN
CONTRACTOR REPRESENTATIVE OR MASTER OR CLE IF PLUMBING OR ELECTRICAL KAMER

00 18169
CONTRACTOR LICENSE#

TODD McBRAYER
PLANS PREPARED BY

SIGNATURE

Date: January 14, 2011
Project No.: –
Designed By: McBrayer
Checked By: TMM

BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3977
FAX (702)798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
LICENSE #0018169
www.BreslinBuilders.com

Project:
Pawn Shop SUP
519 East St. Louis Avenue,
Las Vegas, Nevada 89104

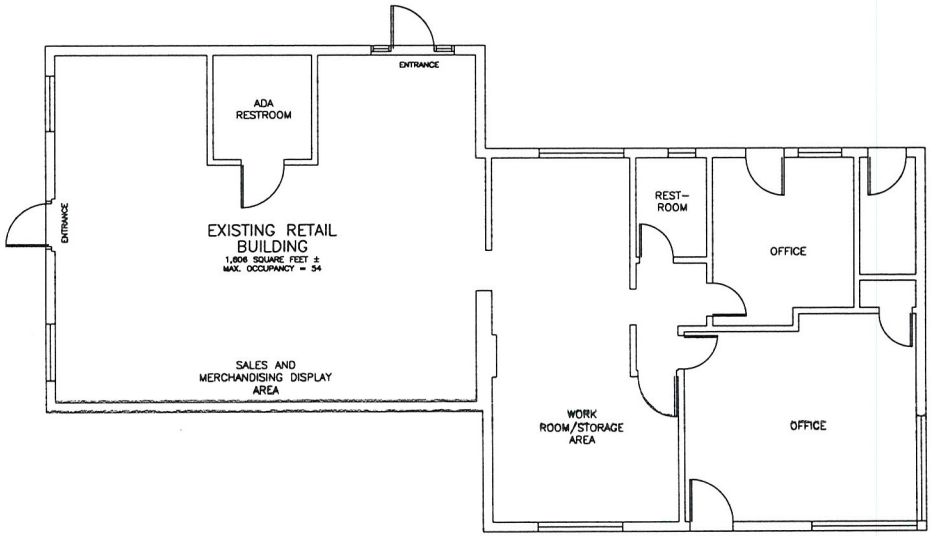
APN: 162-03-311-017

Sheet Title:
Site Plan and Landscape Plan

Sheet No.
SUP1

RECEIVED
JAN 19 2011

SUP-40739



FLOOR PLAN
SCALE: 1/4" = 1'-0"

REVISIONS

Mark	Date	Description

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CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CATEGORY AUTHORIZED UNDER NRS/NAC

BRESLIN BUILDERS
COMPANY NAME

JACK BRESLIN
CONTRACTOR'S REPRESENTATIVE OR MASTER OR CELL PLUMBING OR ELECTRICAL NUMBER

0018159
CONTRACTOR LICENSEE

TODD McBRAYER
PLANS PREPARED BY

SIGNATURE

Date:
January 14, 2011

Project No.:
–

Designed By:
McBrayer

Checked By:
TMM

BRESLIN BUILDERS
5525 POLARIS AVENUE, SUITE B
LAS VEGAS, NEVADA 89118
(702)798-3977
FAX (702)798-3908
DESIGN AND CONSTRUCTION
LICENSED GENERAL CONTRACTOR
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Project:
Pawn Shop SUP
519 East St. Louis Avenue,
Las Vegas, Nevada 89104

APN: 162-03-311-017

Sheet Title:
Floor Plan

Sheet No.
SUP2

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SUP-40739



SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11



SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11



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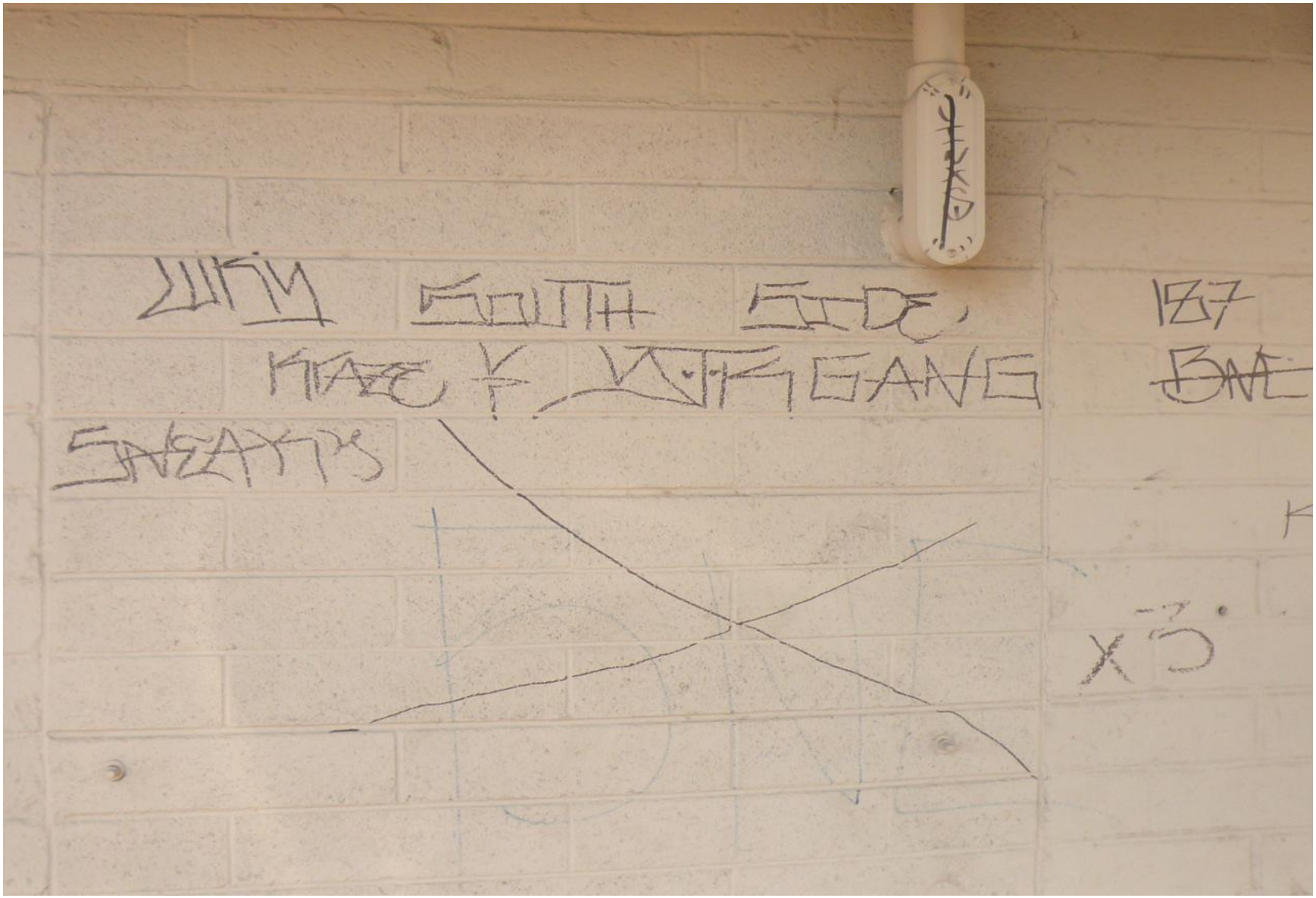
01/26/11



SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11



SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11



SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11



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JAN 19 2011

SUP-40739


JOHNS' PAWNSHOP
LOWEST INTEREST RATES
BEHIND McDONALD'S
JOHNS' PAWNSHOP
LOWEST INTEREST RATES
BEHIND McDONALD'S
519
525

Todd Kessler
206 N. 3rd St.
Las Vegas, NV 89101
702-296-2600

January 18, 2011

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, Nevada 89101

Re: **JUSTIFICATION LETTER -SUP Application re APN 162-03-311-017**

To whom it may concern:

Please accept this as a justification letter for an SUP application for a pawn shop located at 519 E. St. Louis Ave, Las Vegas, NV. The Application is FOR A SPECIAL USE PERMIT FOR A PAWN SHOP AND WAIVERS TO ALLOW A 50 FOOT SEPERATION FROM A RESIDENTIAL WHERE A 200 FOOT DISTANCE SEPERATION IS REQUIRED AND TO ALLOW A 20 FOOT SEPERATION FROM AN EXISTING FINANCIAL INSTITUTION WHERE A 1,000 FOOT DISTANCE SEPERATION IS REQUIRED on 0.16 acres at 519 E. St. Louis Ave. zoned C-1 (Limited Commercial).

The pawn shop, which operates under a state pawn license, intends to have approximately 3 employees and will be open Monday to Saturday from 8:30 AM to 4:30 PM. The business is currently located at 215 N. 3rd St., Las Vegas, NV 89101 and intends to move into a building they have owned since 2002. The owners also operate John's Loan & Jewelry Company located at 2290 Paradise Road, Las Vegas, NV.

We strongly believe our waivers are appropriate as the proposed use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, the subject site is physically suitable for this type of use, the access streets to the property are adequate in size to meet the requirements of this use and the approval of this Special Use Permit at this site is not inconsistent with nor compromises the public, health, safety and welfare of the overall objectives of the General Plan.

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler
Representative for the Owners- The BF Trust

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JAN 19 2011
SUP-40739

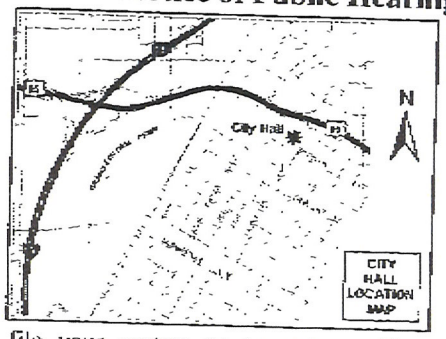
03/04/2011 15:40 FAX 702 366 9413 Mary Bartsas Ent., LLC 001/003

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 24 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 Department of Planning, Case Planning Division 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-40739

Planning Commission Meeting of 3/8/2011

RECEIVED
MAR - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case. SUP-40739

16203416001
BARTSAS MARY 16 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

5 KRDGNAL 89106

36

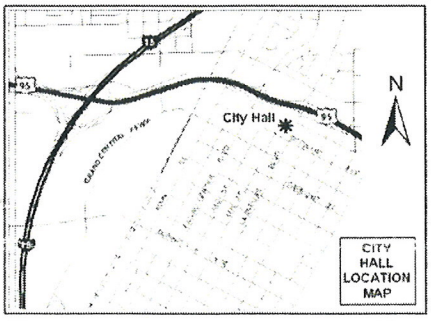
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M
0004279218
$ 00.41⁴
FEB 24 2011
MAILED FROM ZIP CODE 89101

RECEIVED
MAR - 7 2011

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-40739

Planning Commission Meeting of 3/8/2011

Case: SUP-40739

16203413002
RHEE HAK EUN & SONG CHA TRUST
8908 RAINBOW RIDGE DR
LAS VEGAS NV 89117-5816

35

18 KRDGN11 89117

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

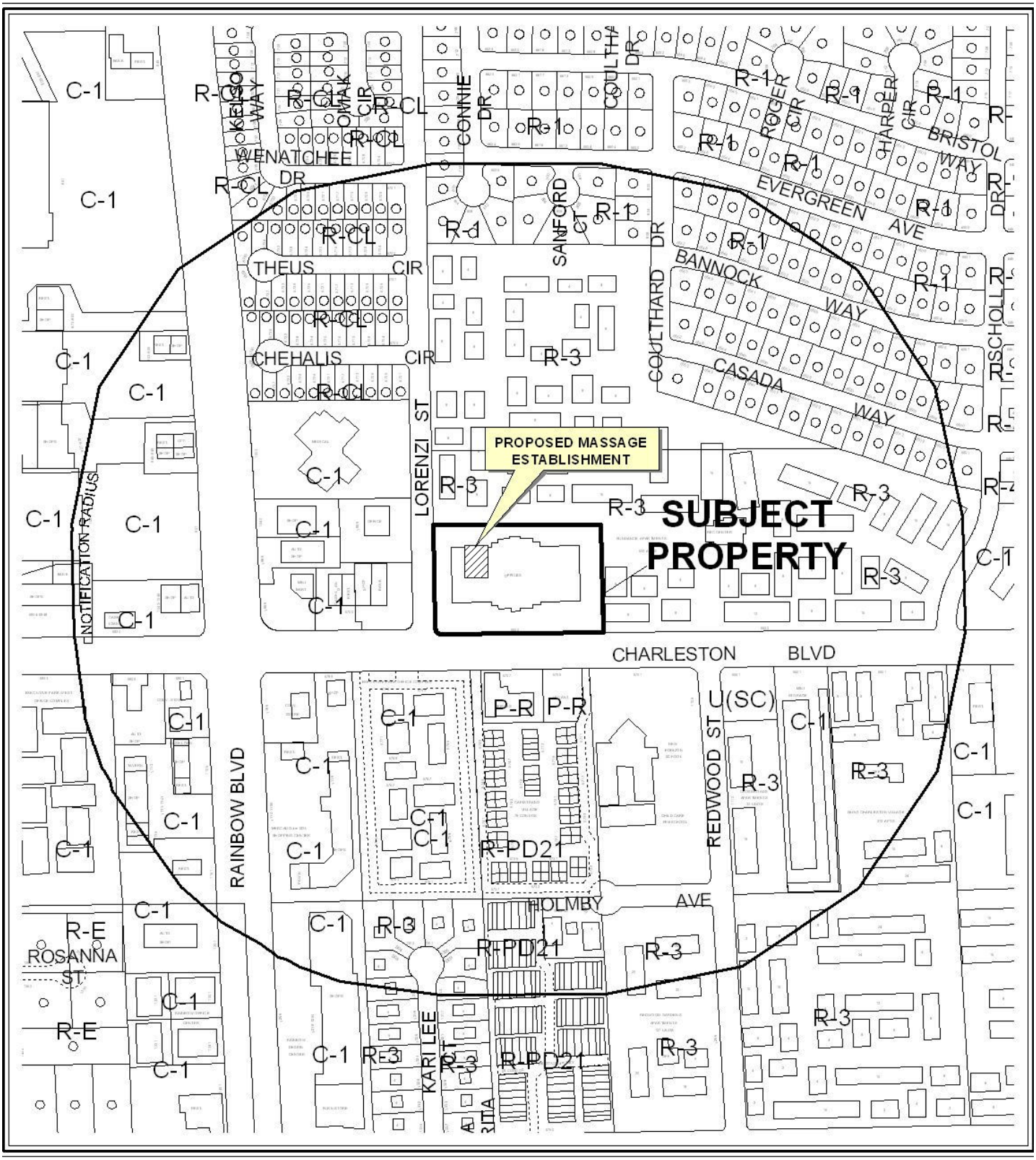
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40747 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: GRACEFUL FACIALS AND BODYWORK, INC. - OWNER: 6600 W. CHARLESTON, LLC - Request for a Special Use Permit FOR A 1,730 SQUARE-FOOT MASSAGE ESTABLISHMENT WITH WAIVERS TO ALLOW DISTANCE SEPARATION OF 100 FEET FROM A RELIGIOUS FACILITY WHERE 400 FEET IS REQUIRED, ZERO FEET FROM A RESIDENTIAL USE WHERE 400 FEET IS REQUIRED AND 730 FEET FROM ANOTHER MASSAGE ESTABLISHMENT WHERE 1,000 FEET IS REQUIRED at 6600 West Charleston Boulevard, Suite #126 (APN 138-35-401-003), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**5**	**Planning Commission Mtg.**	**2**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the March 8, 2011 Planning Commission Meeting Item SUP-40747



CASE: **SUP-40747**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 300 600 Feet

CASE: **SUP-40747**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



SUP-40747
Massage Establishment

Business Licenses

- Massage Establishment
- Child Care/ Children Facility

Protected Landuses

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- Residential Property
- 400' & 1000' Buffer

0 210 420 840 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GRACEFUL FACIALS AND BODYWORK, INC. - OWNER: 6600 W. CHARLESTON, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40747	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-40747 CONDITIONS

Planning

1. An administrative Required Review shall be required one year after issuance of a business license.

2. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Massage Establishment use.

3. Conformance to the approved conditions for Rezoning (Z-0144-89).

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. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a Massage Establishment use in conjunction with an existing 1,730 square-foot Cosmetological Establishment at 6600 West Charleston Boulevard, Suite #126. The proposed use is located in a 41,676 square-foot shopping center. The application includes requests for Waivers to allow no distance separation from a residential use where 400 feet is required, a 100-foot distance separation from a religious facility where 400 feet is required and 730 feet from another massage establishment where 1,000 feet is required. This project is located on a 3.20 acre parcel. The use can be conducted in a manner that is harmonious and compatible with surrounding uses, and staff recommends approval with conditions. If this application is denied, the proposed Massage Establishment use cannot be located within the existing Cosmetological Establishment, nor can a business license be obtained for the use at this location.

ISSUES

- A Massage Establishment use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- Waivers are required to allow no distance separation from a residential use where 400 feet is required, a 100-foot distance separation from a religious facility where 400 feet is required and 730 feet from another massage establishment where 1,000 feet is required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/07/90	The City Council approved a request for Rezoning (Z-0144-89) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) on property located at the northeast corner of Charleston Boulevard and Lorenzi Street. The Planning Commission recommended approval.
03/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item #36/jg).

Most Recent Change of Ownership	
07/25/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/19/90	A building permit (#900075553) was issued for a Certificate of Occupancy at 6600 West Charleston Boulevard. The permit was finaled on 01/30/91.
03/16/05	A business license (M15-02501) was issued for Computer Sales and Service at 6600 West Charleston Boulevard, Suite #126. The license was marked out of business on 02/08/10.
03/09/10	A business license (M18-04810) was issued for Management / Consulting Services at 6600 West Charleston Boulevard, Suite #126. The license has not been marked out of business, but is no longer at this location.
02/07/11	A business license (B05-03171) was issued for a Cosmetological Establishment at 6600 West Charleston Boulevard, Suite #126.

Pre-Application Meeting	
01/12/11	A pre-application meeting was held with the applicant where the submittal requirements for a Special Use Permit for a Massage Establishment were discussed.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
01/26/11	Staff conducted a site visit and noted a well maintained shopping center, clean and free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	3.20

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	M (Medium Density Residential)	C-1 (Limited Commercial)
North	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Office	O (Office)	P-R (Professional Office and Parking)

East	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Office	SC (Service Commercial)	C-1 (Limited Commercial)
	Financial Institution, General		

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
Lorenzi Street	N/A	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	
Shopping Center	41,676 SF	1/250 SF	167				
TOTAL SPACES REQUIRED			167		166		Y*
Regular and Handicap Spaces Required			162	5	161	5	Y*

**The subject site meets the Title 19.10.010(C) requirements for a Parking Impaired Development.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 400-Foot minimum distance separation from a residentially zoned property.	To allow no distance separation.	Approval
A 400-Foot minimum distance separation from a Religious Facility.	To allow a 100-foot distance separation.	Approval
A 1,000-Foot minimum distance separation from another Massage Establishment.	To allow a 730-foot distance separation.	Approval

ANALYSIS

A Massage Establishment use is defined by Title 19.20.020 as "a facility which is occupied and used for the purpose of practicing massage therapy as defined in LVMC Chapter 6.52. The term does not include the use accessory massage as defined in this Title." The applicant is requesting a Waiver to allow no distance separation from a residential use where 400 feet is required, a 100-foot distance separation from a religious facility where 400 feet is required and 730 feet from another massage establishment where 1,000 feet is required. As the proposed use will be conducted in conjunction with an existing 1,750 square-foot Cosmetological Establishment to provide esthetic and massage therapy services, staff can support the requested Waivers.

The existing shopping center was constructed in 1991 and is a parking impaired development pursuant to Title 19.10.010. The Massage Establishment use, as proposed, does not meet all of the minimum Title 19 requirements as indicated by the requested Waivers. The use can be conducted in a manner that is harmonious and compatible with surrounding uses, as the site was originally approved as an office, but over time the subject site has transitioned into a shopping center. With the changes in uses staff recommends approval with conditions. If denied, the applicant may not operate the Massage Establishment use from this location.

FINDINGS (SUP-40747)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

The proposed Massage Establishment use will be located in a suite of an existing shopping center. The proposed use can be conducted in a manner that is harmonious and compatible with the various uses at 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, as the shopping center is a parking impaired development pursuant to Title 19.10.010.

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 Charleston Boulevard and Lorenzi Street. These streets are of sufficient size to accommodate the needs of the proposed Massage Establishment 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 Massage Establishment use mandate that the use not be located within 400 feet of residential property, within 400 feet of a Religious Facility and 1,000 feet from a Financial Institution, Specified. Staff supports the requested Waivers as the use will be operated in conjunction with a Cosmetological Establishment.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 330 (By City Clerk)

APPROVALS 2

PROTESTS 5

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40747** APN: 138-35-401-003

Name of Property Owner: 6600 W. CHARLESTON, LLC

Name of Applicant: Graceful Facials And Bodywork Inc.

Name of Representative: Ruth Brown-Whitten

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: Sophie Ideker

Print Name: SOPHIE IDEKER

Subscribed and sworn before me

This 14 day of JAN., 20 11

LaJoya M. Adams

Notary Public in and for said County and State

LAJOYA M. ADAMS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-21-2012
Certificate No: 08-7388-1

RECEIVED
JAN 19 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Graceful facials And Bodywork Inc.

Project Address (Location) 6600 W. Charleston Blvd, #126 Las Vegas NV 89146

Project Name Graceful facials And Bodywork Inc. **Proposed Use** Esthetics/Massage Therapy

Assessor's Parcel #(s) 138-35-401-003 **Ward #** 1

General Plan: existing X proposed _____ **Zoning:** existing X proposed _____

Commercial Square Footage 41,676 **Floor Area Ratio** _____

Gross Acres 3.20 **Lots/Units** 21 **Density** _____

Additional Information _____

PROPERTY OWNER 6600 W. CHARLESTON, LLC **Contact** _____

Address 6600 W. Charleston BLVD #118 **Phone:** 878-8825 **Fax:** 878-8852

City Las Vegas, **State** NV **Zip** 89146

E-mail Address SophieldeKER@Hotmail.com

APPLICANT Graceful facials And Bodywork Inc. **Contact** Ruth Brown-Whitten

Address 6600 W. charleston Blvd #126 **Phone:** 702-242-0496 **Fax:** ~~N/A~~ 702-242-0182

City Las Vegas **State** NV **Zip** 89146

E-mail Address Ruth@gracefulfacials.com

REPRESENTATIVE Ruth Brown-Whitten **Contact** Ruth Brown-Whitten

Address 8036 slate falls street **Phone:** 702-677-8677 **Fax:** 702-515-1243

City North Las Vegas **State** NV **Zip** 89085

E-mail Address Ruth@gracefulfacials.com

Property Owner Signature* Sophie Adeker

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name _____

Subscribed and sworn before me

This 14 day of JAN, 20 11.

LaJoya M. Adams

Notary Public in and for said County and State

LAJOYA M. ADAMS
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 05-21-2012
Certificate No: 08-7388-1

FOR DEPARTMENT USE ONLY

Case #	SUP-40747
Meeting Date:	3/8/11 PC
Total Fee:	$1,030
Date Received:*	1/19/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

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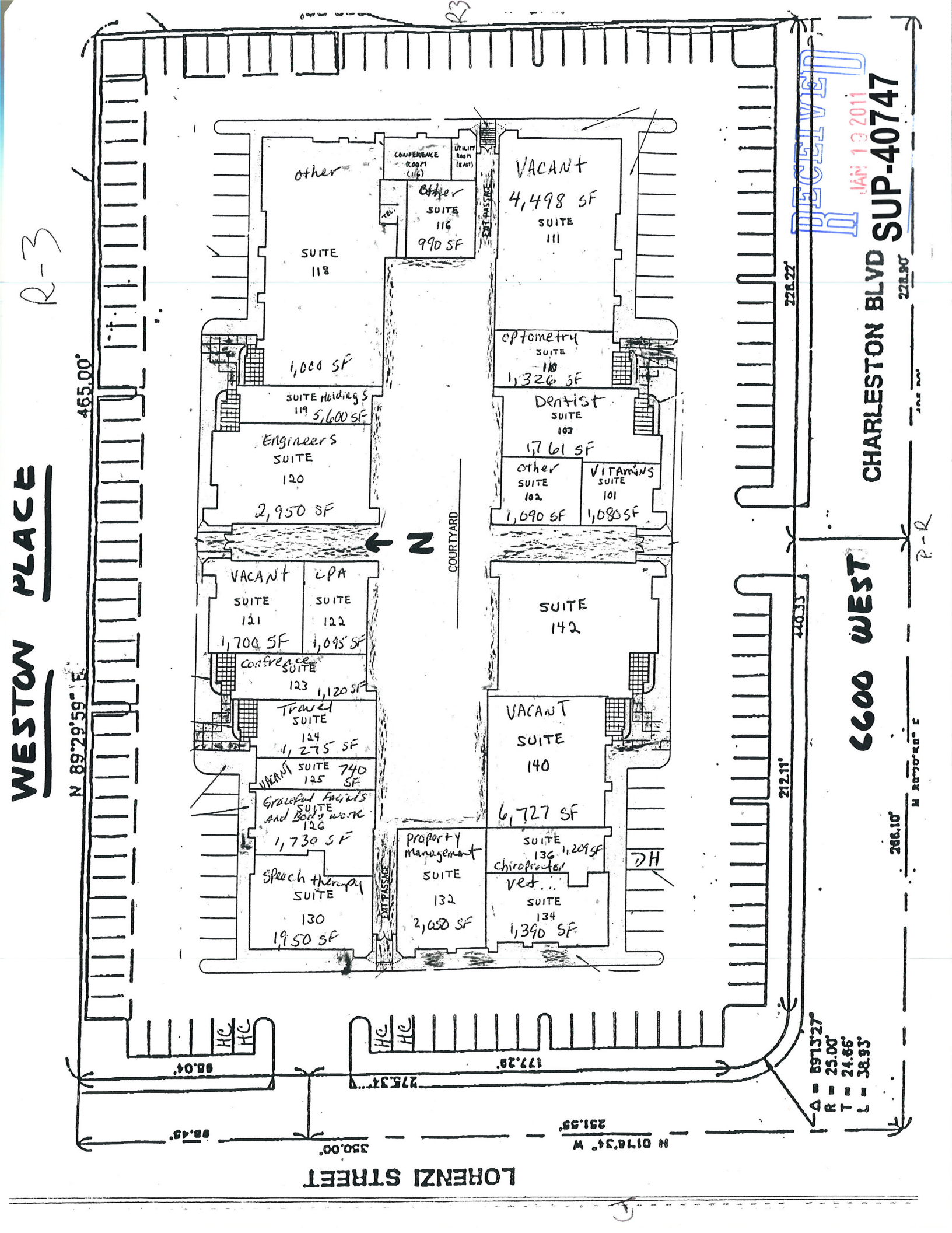
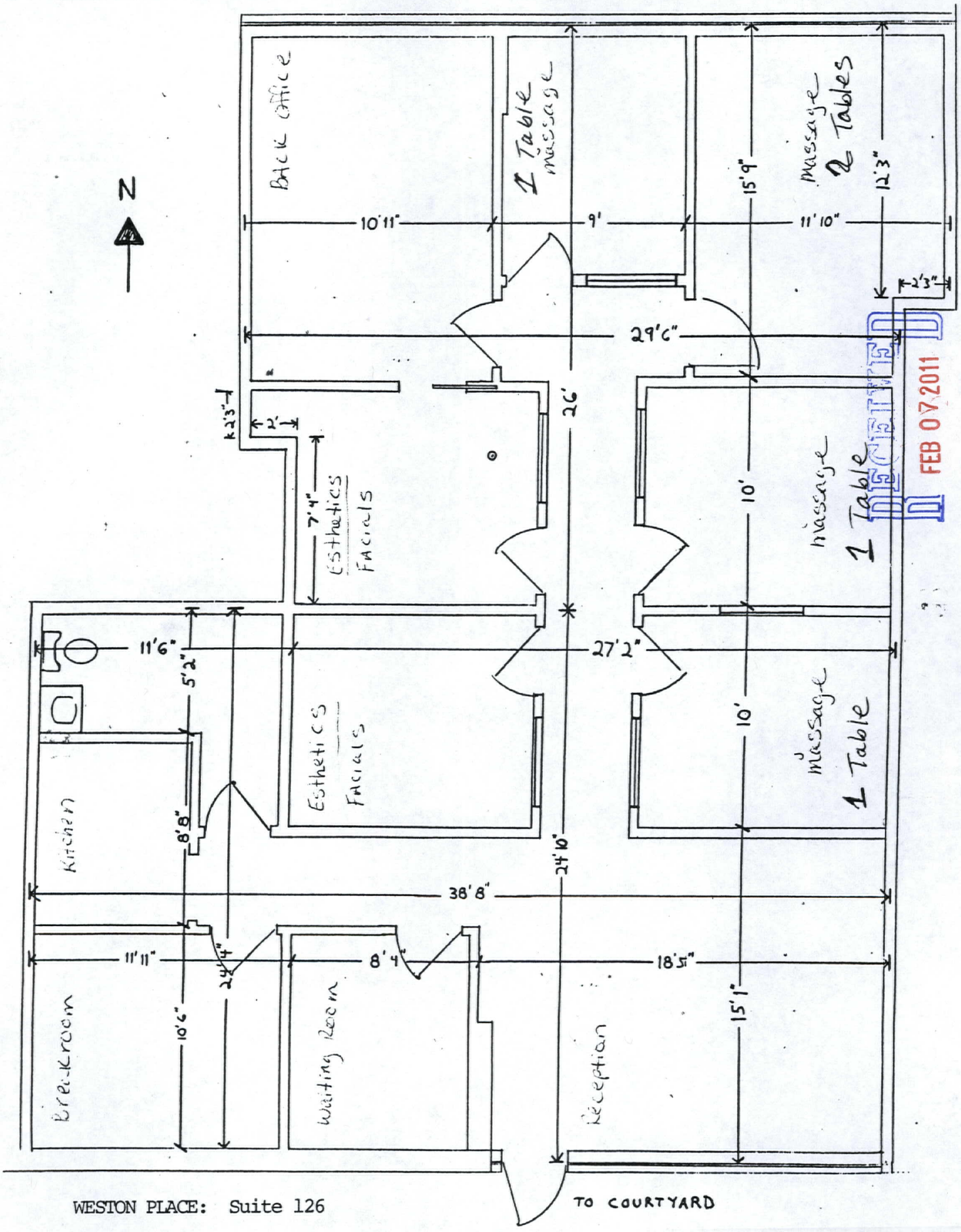
JAN 19 2011

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



WESTON PLACE
CHARLESTON BLVD
SUP-40747
6600 WEST
LORENZI STREET
RECEIVED
JAN 13 2011
R-3
R-R
465.00'
N 89°29'59" E
228.22'
228.90'
212.11'
266.10'
N 01°16'34" W
350.00'
98.45'
98.04'
177.29'
275.34'
251.55'
Δ = 89°13'27"
R = 25.00'
T = 24.66'
L = 38.93'
other
SUITE 118
1,000 SF
CONFERENCE ROOM (116)
UTILITY ROOM (EAST)
TEL.
other
SUITE 116
990 SF
EXIT PASSAGE
VACANT
4,498 SF
SUITE 111
optometry
SUITE 110
1,326 SF
SUITE Holdings 119
5,600 SF
Dentist
SUITE 103
1,761 SF
Engineers
SUITE 120
2,950 SF
other
SUITE 102
1,090 SF
VITAMINS
SUITE 101
1,080 SF
N
COURTYARD
VACANT
SUITE 121
1,700 SF
CPA
SUITE 122
1,095 SF
SUITE 142
confrence
SUITE 123
1,120 SF
Travel
SUITE 124
1,275 SF
VACANT
SUITE 125
740 SF
VACANT
SUITE 140
6,727 SF
Graceful Facials And Body work
SUITE 126
1,730 SF
Property Management
SUITE 132
2,050 SF
SUITE 136
1,209 SF
Chiropractor
DH
Speech therapy
SUITE 130
1,950 SF
EXIT PASSAGE
vet...
SUITE 134
1,390 SF
HC
HC
HC
HC



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WESTON PLACE: Suite 126

1,730 Rentable Square Feet

General Office Space, 1 Restroom

SUP-40747
REVISED



SUP-40747 - APPLICANT: GRACEFUL FACIALS AND BODYWORK, INC. - OWNER: 6600 W. CHARLESTON, LLC
6600 WEST CHARLESTON BOULEVARD, SUITE #126

01/26/11



SUP-40747 - APPLICANT: GRACEFUL FACIALS AND BODYWORK, INC. - OWNER: 6600 W. CHARLESTON, LLC
6600 WEST CHARLESTON BOULEVARD, SUITE #126

01/26/11



SUP-40747 - APPLICANT: GRACEFUL FACIALS AND BODYWORK, INC. - OWNER: 6600 W. CHARLESTON, LLC
6600 WEST CHARLESTON BOULEVARD, SUITE #126

01/26/11



SUP-40747 - APPLICANT: GRACEFUL FACIALS AND BODYWORK, INC. - OWNER: 6600 W. CHARLESTON, LLC
6600 WEST CHARLESTON BOULEVARD, SUITE #126

01/26/11

January 15, 2011

To: Mr. Jim Marshall
Re: Graceful Facials And Bodywork Inc
6600 W. Charleston Blvd, Ste#126
Las Vegas, Nevada 89146

My name is Ruth Brown-Whitten owner of Graceful Facials And Bodywork Inc. I currently have a business license (B05-03171) for a cosmetology establishment. I wish to open a larger facility located at 6600 W. Charleston Blvd, Ste#126 Las Vegas, NV 89146.

This location is 1,730 square feet and I intend to have a minimum of ten independent contractors (Therapists) working providing esthetic and massage therapy services. Our hours of operation will be as follows: Monday-Thursday 10am-8pm, Friday-Sunday 10am-6pm.

Being that 6600 W. Charleston Blvd is an enclosed office complex, I am requesting three different waivers:

1. 0 Feet from residential use, where 400 feet is required.
2. 100 feet from religious facility, where 400 feet is required.
3. 730 feet from another massage establishment, where 1000 feet is required.

Thank you so much for your time and consideration.

Ruth Brown-Whitten
Graceful Facials And Bodywork Inc.

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JAN 19 2011
SUP-40747

6600 West Charleston, LLC
6600 West Charleston Blvd
Suite 118
Las Vegas, Nevada 89146-1067
(702) 878-8825 (office)
(702) 878-8852 (fax)

To Whom It May Concern:

There are sixty (60) Covered Parking Spaces, one hundred-one (101) Uncovered Parking Spaces and five (5) Handicapped Parking Spaces located at 6600 West Charleston Blvd.

If there are any questions or concerns please call our office for further assistance.

Sincerely,

Sue Nixon
Property Manager

RECEIVED
JAN 19 2011
SUP-40747

Olene & Company	Suite 101	1,080 Square Feet	Vitamin Supplements
Koehler Financial Services	Suite 102	1,090 Square Feet	Other
Dr. Arian	Suite 103	1,761 Square Feet	Dentist
Dr. Michael Jones	Suite 110	1,326 Square Feet	Optometry
Vacant	Suite 111	4,498 Square Feet	
Constructor's Bonding	Suite 116	990 Square Feet	Other
Vacant	Suite 117	1,403 Square Feet	
6600 West Charleston, LLC	Suite 118	1,000 Square Feet	Other
CWY Holdings	Suite 119	5,600 Square Feet	Other
Montecito Companies	Suite 120	2,950 Square Feet	Engineers
Vacant	Suite 121	1,700 Square Feet	
Dickinson/Desjardins	Suite 122	1,095 Square Feet	CPA
Conference Hall	Suite 123	1,120 Square Feet	Other
Davies Travel	Suite 124	1,275 Square Feet	Other
Vacant	Suite 125	740 Square Feet	
Graceful Facials & Bodywork, Inc	Suite 126	1,730 Square Feet	Other
Speech Logic	Suite 130	1,950 Square Feet	Speech Therapy
Eagle 1 Property Management	Suite 132	2,050 Square Feet	Other
Holistic Veterinary Services	Suite 134	1,390 Square Feet	Veterinary
Gerber Chiropractic	Suite 136	1,209 Square Feet	Medical
Vacant	Suite 140	6,727 Square Feet	

The Project, known as 6600 West Charleston, LLC consists of one (1) building containing a total rentable area of **41,676** square feet.

RECEIVED
JAN 19 2011
SUP-40747

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

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

TO: CLV COMMISSIONERS OF PLANNING, Chair Evans, V.Chair Trowbridge, Goynes, Truesdell, Quinn, Flangas, Moody.
FROM: CNP
DATE March 8, 2011
RE: selected agenda items of concern

We understand that all LV Planning Commission actions may set a precedent for any and all actions within our City of Las Vegas, NV boundaries, therefore imposing a direct impact upon ALL wards.

#20. SUP-39821 - Charleston Neighborhood Preservation agrees with Staff recommendation of DENIAL, as being in the best interests of the livability and business dynamics of our neighborhood as well as all L.V. neighborhoods.

#36. SUP-40747- DENIAL is a must for this business at this site.
300 ft. too close to a religious facility,
400 ft. too close to a residential use, and
270 ft. too close to another massage establishment surely make this site for this business utterly, completely, absolutely in the DENIAL category.

Top o' St. Paddy's to you all !

June Ingram

President, June Ingram and Board

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MAR - 8 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Lena Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rose Howath-June Ingram-Rick Johnson-Iolanta Krol-Rod & Betty Larsen- Geno & Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stancliffe-Tim Volz-Marcus Gobel-Ginger Norton-Denise Reitz-Layne Rushforth-Jeanine Sweany-Julia Whaun-Jean Withers-Others

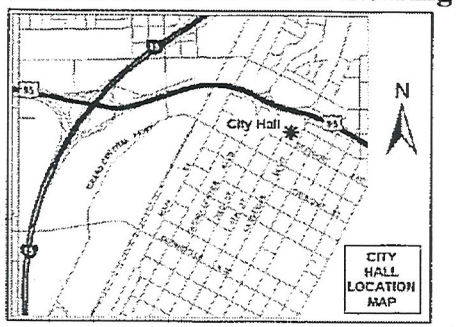
MAR-8-2011 14:15 FROM: TO:3857268 P.2/2

P.001/001

(FAX)

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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 Department of Planning, Case Planning Division 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-40747

Planning Commission Meeting of 3/8/2011

PRESORTED FIRST CLASS

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Case: SUP-40747
16302111047
SINIBALDI MATTHEW J
6715 W CHARLESTON BLVD #4
LAS VEGAS NV 89146-9221

SG KRDGH11 89146

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02/26/2011 09:44

BOP

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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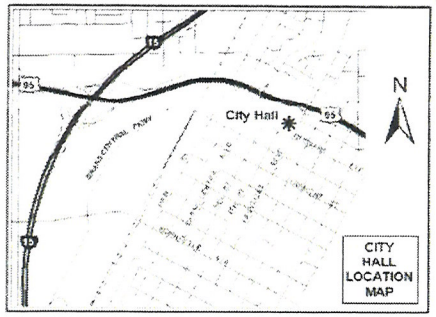

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

I strongly oppose the request

Please use available blank space on card for your comments.

SUP-40747
Planning Commission Meeting of 3/8/2011

RECEIVED
MAR – 3 2011

Case: SUP-40747
16302112012
HUI BILL & TSAUR YUNN REV TR
2935 WOODLAWN AVE
SAN MARINO CA 91108-3043

36

2 KRDGN11 91108

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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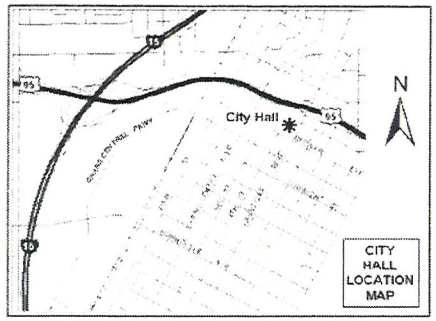

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40747

Planning Commission Meeting of 3/8/2011

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MAR - 7 2011

Case: SUP-40747

13834816014
KENDRICK BARBARA ANN
6733 THEUS CIR
LAS VEGAS NV 89107-3360

VAC

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89106@3797
25 KRDGN11 89107

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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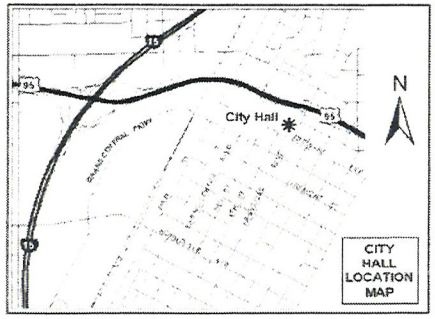

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40747

Planning Commission Meeting of 3/8/2011

Case: SUP-40747

16302111004
HU HUI YING
6713 W CHARLESTON BLVD #2
LAS VEGAS NV 89146-9220

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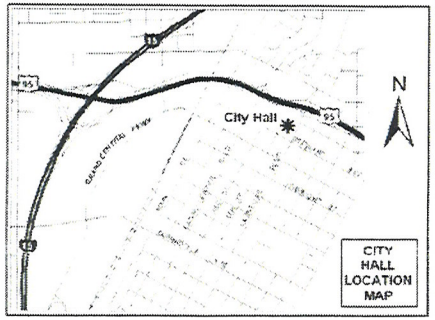
56 KRDCN11 89146

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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Please use available blank space on card for your comments.

SUP-40747

Planning Commission Meeting of 3/8/2011

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02-25-11 LV NV 891

Case: SUP-40747
16302113009
ANDERSON CARL R
6750 DEL REY AVE #207
LAS VEGAS NV 89146-1062

36

56 LRDFN11 89146

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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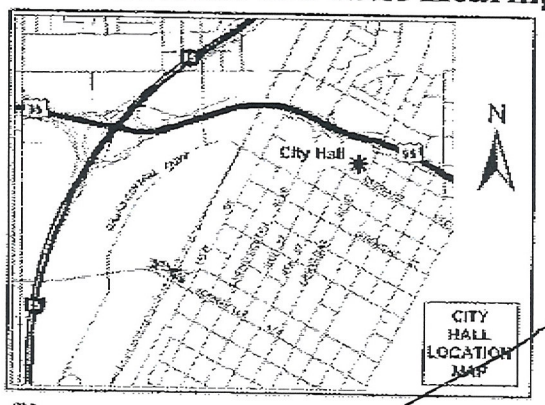
Official Notice of Public Hearing



FAX

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☒ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40747

Planning Commission Meeting of 3/8/2011

Case: SUP-40747
16302114010
FELDMAN ROBERT L
%SAMSON EQUITIES CORP
800 N RAINBOW BLVD #208
LAS VEGAS NV 89107-1193

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3 of 4

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

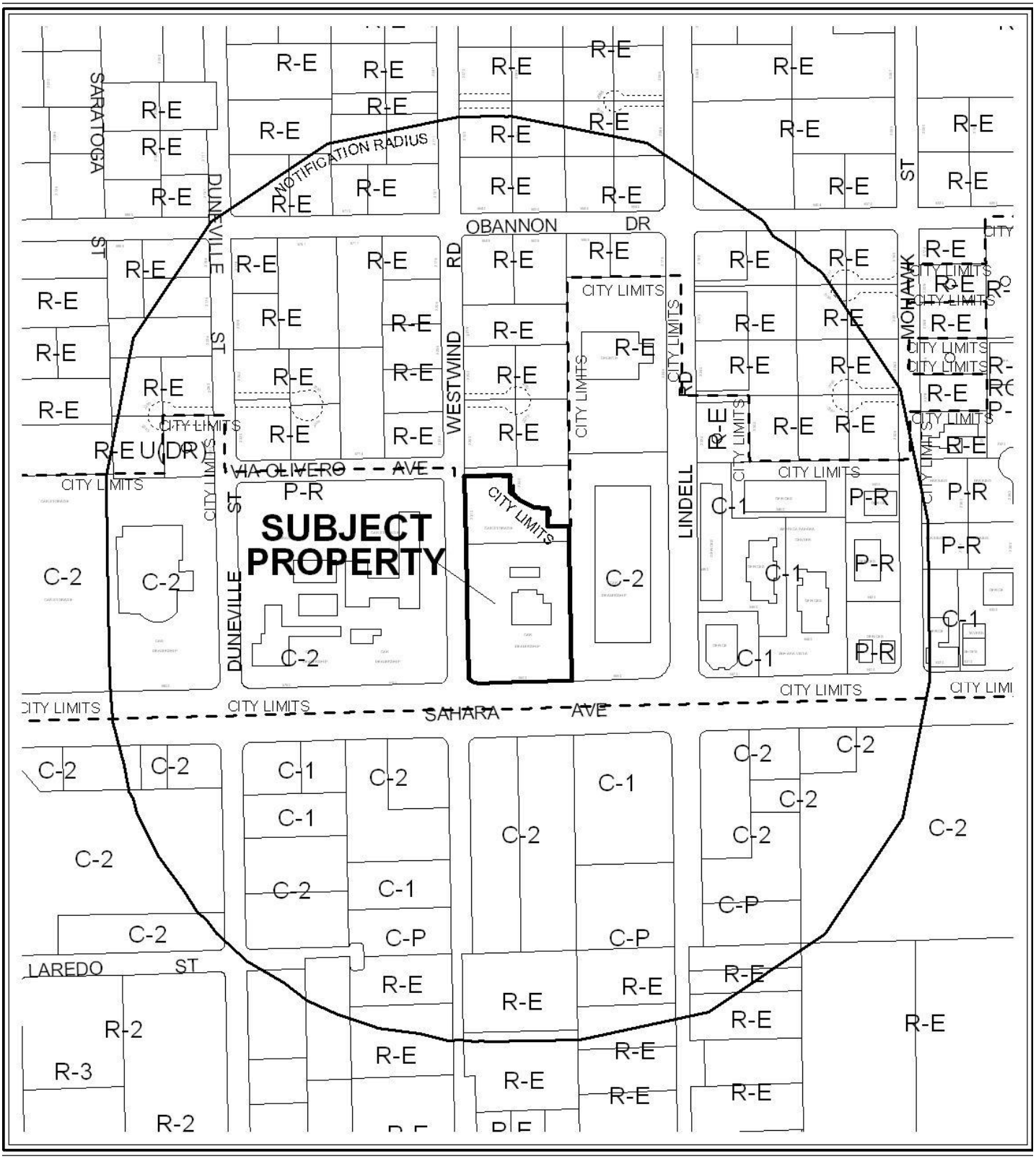
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40771 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RODO, LLC - OWNER: J & L PROPERTY LEASING, LLC - Request for a Special Use Permit FOR AN 11,361 SQUARE-FOOT MOTOR VEHICLE SALES (USED) USE at 5600 West Sahara Avenue (APNs 163-01-404-014 and 021), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the March 8, 2011 Planning Commission Meeting Item SUP-40771



CASE: **SUP-40771**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 300 600 Feet

CASE: **SUP-40771**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: RODO, LLC - OWNER: J & L PROPERTY LEASING, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-40771	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-40771 CONDITIONS

Planning

1. The business shall be closed on Sundays.

2. Hours of operation shall be six days per week, Monday through Saturday, 7:00 am to 9:00 pm.

3. No vehicles shall be displayed for sale in the south or west landscape areas at any time.

4. The loading and unloading of vehicles for delivery to and from the subject site shall be accommodated on site. No such activity shall be allowed in the public right-of-way.

5. Employee parking spaces shall be designated on the site.

6. An administrative Required Review shall be required one year after issuance of a business license.

7. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Motor Vehicle Sales (Used) use.

8. Conformance to the approved conditions for Rezoning (Z-0051-95), Rezoning (Z-0001-97) and Plot Plan Review (Z-0051-95).

Conditions Page Two
April 6, 2011 - City Council Meeting

9. 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.

10. 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 a business license.

11. Prior to issuance of a business license, a revised site plan shall be submitted to the Department of Planning depicting at least one van accessible handicapped parking space pursuant to the standards of Title 19.10.

12. Pursuant to Title 19.10.030, a Test Driving Route Plan shall be submitted for approval to the City of Las Vegas Department of Planning prior to issuance of a business license.

13. 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.

14. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

15. 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.

16. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Staff Report Page One
April 6, 2011 - City Council Meeting

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit for a proposed 11,361 square-foot Motor Vehicle Sales (Used) use at 5600 West Sahara Avenue. The subject property contains existing buildings that were previously approved through Plot Plan Review (Z-0051-95) for a Motor Vehicle Sales (Used) use in 1995. Special Use Permit (U-0073-97) was approved in 1997 for automobile and truck rentals in conjunction with an existing used car dealership. 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 Motor Vehicle Sales (Used) use would not be permitted at this location.

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.
- The approved Plot Plan Review (Z-0051-95) for a Motor Vehicle Sales (Used) use expired on 10/22/10, since the business license was marked out of business on 10/22/09. Pursuant to Title 19.18.060(P) 2b; such use ceases for twelve months a new Special Use Permit is required.
- This item has been deemed a Project of Regional Significance.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/02/95	The City Council approved a request to amend the Southwest Sector General Plan designation (GPA-0033-95) of the south portion of this property from SC (Service Commercial) to GC (General Commercial). The Planning Commission recommended denial and staff recommended approval.
	The City Council approved a request to rezone (Z-0051-95) the south portion of this property from N-U (Non-Urban) to C-2 (General Commercial) and a Plot Plan Review for a Used Car Dealership. The Planning Commission recommended denial and staff recommended approval.
03/10/97	The City Council approved a request to amend (GPA-1-97) the Southwest Sector General Plan designation of the north portion of this property from DR (Desert Rural Density Residential) to GC (General Commercial). The Planning Commission and staff recommended approval.
03/10/97	The City Council approved a request to rezone (Z-0001-97) the north portion of this property from R-E (Residence Estates) to C-2 (General Commercial). The Planning Commission and staff recommended approval.

04/08/97	Per a letter from Planning & Development Department staff, relief was granted from conditions of approval of (Z-0051-95) requiring an eight-foot decorative wall with a 10-foot landscape planter along the north property line of APN 163-01-404-021 due to the planned expansion of the auto dealership to include additional parking.
10/13/97	The City Council approved a request for a Special Use Permit (U-0073-97) on property located at 5600 West Sahara Avenue for automobile & truck rentals in conjunction with an existing used car dealership. The Planning Commission and staff recommended approval.
11/23/97	The City Council approved a One Year Required Review [U-0073-97 (1)] of an approved Special Use Permit (U-0073-97), which allowed automobile and truck rentals in conjunction with an existing used car dealership on the subject property. No further reviews were required.
09/21/05	The City Council approved a Request (ROC-7652) for a Review of Condition Number 6 of an approved Rezoning (Z-0051-95) to allow 7,438 square feet of office/showroom space where 6,000 square feet was required and a two story, 22,195 square foot service facility where an 11,000 square foot building was allowed on 2.55 acres at 5650 West Sahara Avenue.
11/16/05	The City Council approved a Special Use Permit (SUP-7649) for an Auto Repair Garage, Minor at 5600 West Sahara Avenue. The Planning Commission recommended approval and staff recommended denial. The use was not exercised.
03/08/11	The Planning Commission voted (7-0) to recommend APPROVAL (PC Agenda Item 39/jg).

Most Recent Change of Ownership	
11/07/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/03/96	A building permit (#96393984) was issued for a Certificate of Occupancy for a sales office at 5600 West Sahara Avenue. The permit was finaled on 06/18/97.
05/06/96	A building permit (#96393983) was issued for a repair garage at 5610 West Sahara Avenue. The permit was finaled on 06/18/97.
06/11/97	A business license (A16-01172) was issued for new and used car sales Budget Rent a Car & Sales at 5600 West Sahara Avenue. The license was purchased by World Kia on 02/24/05 and marked out of business on 10/22/09.
09/15/97	A business license (A19-00121) was issued for car rental at 5600 West Sahara Avenue. The license is still active.

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	
01/26/11	During a site visit, staff noted a vacant Motor Vehicle Sales (Used) lot, with a few vehicles for rent and service bays that were clean and free of debris.

Details of Application Request	
Site Area	
Net Acres	3.41

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Automobile Rental	GC (General Commercial)	C-2 (General Commercial)
North	Clark County - Single Family Residence	RN (Rural Neighborhood)	R-E (Rural Estates)
South	Clark County - Motor Vehicle Sales (New) and (Used)	GC (General Commercial)	C-2 (General Commercial)
East	Motor Vehicle Sales (New) and (Used)	GC (General Commercial)	C-2 (General Commercial)
West	Auto Repair Garage, Major Motor Vehicle Sales (New) and (Used)	GC (General Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		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		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	150	Y
Westwind Road	N/A	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)	11,191 SF	1/500 SF	23				
TOTAL SPACES REQUIRED			23		251		Y
Regular and Handicap Spaces Required			22	1	249	2	N

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 including service bays and automobile financing on property that was formerly a Motor Vehicle Sales (Use) use but the use expired on 10/22/10 after being discontinued for one year. A condition of approval has been added to address the mapping action necessary to consolidate the existing lots, and a Test Driving Route Plan shall be submitted for an approval prior to the issuance of a business license. The applicant has indicated that no loudspeakers will be used. The submitted site plan indicates a vehicle display area that does not encroach into the landscape buffer. The site can be accessed via Sahara Avenue or Westwind Road for deliveries, with ample space for vehicle deliveries and turnout for trucks. 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 as the use previously approved and operated as a Motor Vehicle Sales (Used) use from 1997 until 2009; therefore, staff recommends approval with conditions.

FINDINGS (SUP-40771)

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 (Used) 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. A condition has been added to require handicapped parking spaces to conform to the requirements of Title 19.10.

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 Westwind Road. 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 10

NOTICES MAILED 107 (By City Clerk)

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40771** APN: 163-01-404-014 and 163-01-404-021

Name of Property Owner: J & L Property Leasing, LLC

Name of Applicant: RODO, LLC

Name of Representative: Fennemore Craig, P.C

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: John Mallo manager.

Print Name: John Mallo member

Subscribed and sworn before me

This 19 day of Jan, 2011

Notary Public in and for said County and State

ANN McCORMACK
Notary Public, State of Nevada
Appointment No. 95-0288-1
My Appt. Expires Sept. 11, 2011

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
JAN 20 2011

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40771** APN: 163-01-404-014 and 163-01-404-021

Name of Property Owner: J & L Property Leasing, LLC

Name of Applicant: RODO, LLC

Name of Representative: Fennemore Craig, P.C

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: J. Mallo member

Print Name: John Mallo

Subscribed and sworn before me

This 19 day of Jan , 2011

Notary Public in and for said County and State

ANN McCORMACK
Notary Public, State of Nevada
Appointment No. 95-0288-1
My Appt. Expires Sept. 11, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: RODO, LLC

Project Address (Location) 5650 and 5600 W. Sahara Ave., Las Vegas, NV 89146

Project Name RODO, LLC **Proposed Use** Motor Vehicle Sales (Used)

Assessor's Parcel #(s) 163-01-404-014 and 163-01-404-021 **Ward #** 1 - Lois Tarkanian

General Plan: existing GC proposed GC **Zoning:** existing C-2 proposed C-2

Commercial Square Footage **Floor Area Ratio**

Gross Acres 3.41 acres **Lots/Units** n/a **Density** n/a

Additional Information Applicant is reestablishing a prior/similar use that was previously approved at the subject location.

PROPERTY OWNER J & L Property Leasing, LLC **Contact** Stephen M. Rice, Esq.

Address 3960 Howard Hughes Parkway, Suite 700 **Phone:** 702-732-9099 **Fax:**

City Las Vegas **State** Nevada **Zip** 89169

E-mail Address srice@rsrslaw.com

APPLICANT RODO, LLC **Contact** Louis Rodophele

Address 9123 Sienna Vista Drive **Phone:** 617-285-2071 **Fax:**

City Las Vegas **State** Nevada **Zip** 89117

E-mail Address lrodophele@aol.com

REPRESENTATIVE Fennemore Craig, P.C. **Contact** Don Martin, Esq.

Address 300 S. Fourth Street, Suite 1400 **Phone:** 702-692-8000 **Fax:** 702-692-8099

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address dmartin@fclaw.com

Property Owner Signature* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name [signature]

Subscribed and sworn before me

This 19 day of Jan, 20 11.

[signature]

Notary Public in and for said County and State

ANN McCORMACK
Notary Public, State of Nevada
Appointment No. 95-0288-1
My Appt. Expires Sept. 11, 2011

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: RODO, LLC

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Project Name RODO, LLC **Proposed Use** Motor Vehicle Sales (Used)

Assessor's Parcel #(s) 163-01-404-014 and 163-01-404-021 **Ward #** 1 - Lois Tarkanian

General Plan: existing GC **proposed** GC **Zoning: existing** C-2 **proposed** C-2

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 3.41 acres **Lots/Units** n/a **Density** n/a

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E-mail Address dmartin@fclaw.com

Property Owner Signature* John Mello member

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John Mello member

Subscribed and sworn before me

This 19 day of Jan, 2011.

Notary Public in and for said County and State

ANN McCORMACK
Notary Public, State of Nevada
Appointment No. 95-0288-1
My Appt. Expires Sept. 11, 2011

FOR DEPARTMENT USE ONLY

Case #	SUP-40771
Meeting Date:	3-8-11
Total Fee:	1030.00
Date Received:*	1-20-11
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

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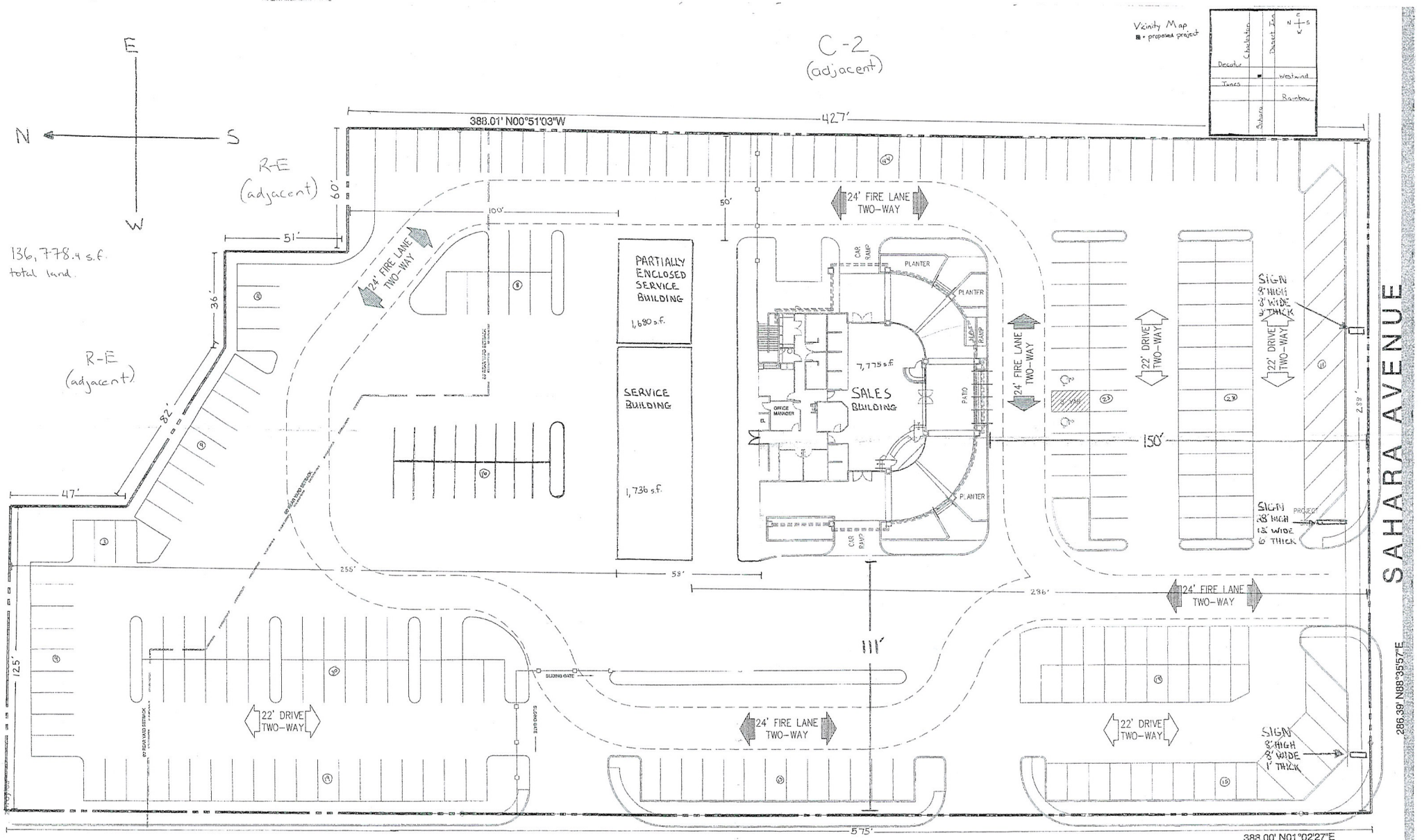
JAN 20 2011



251 PARKING SPACES
2 HANDICAP PARKING SPACES

C-2
(adjacent)

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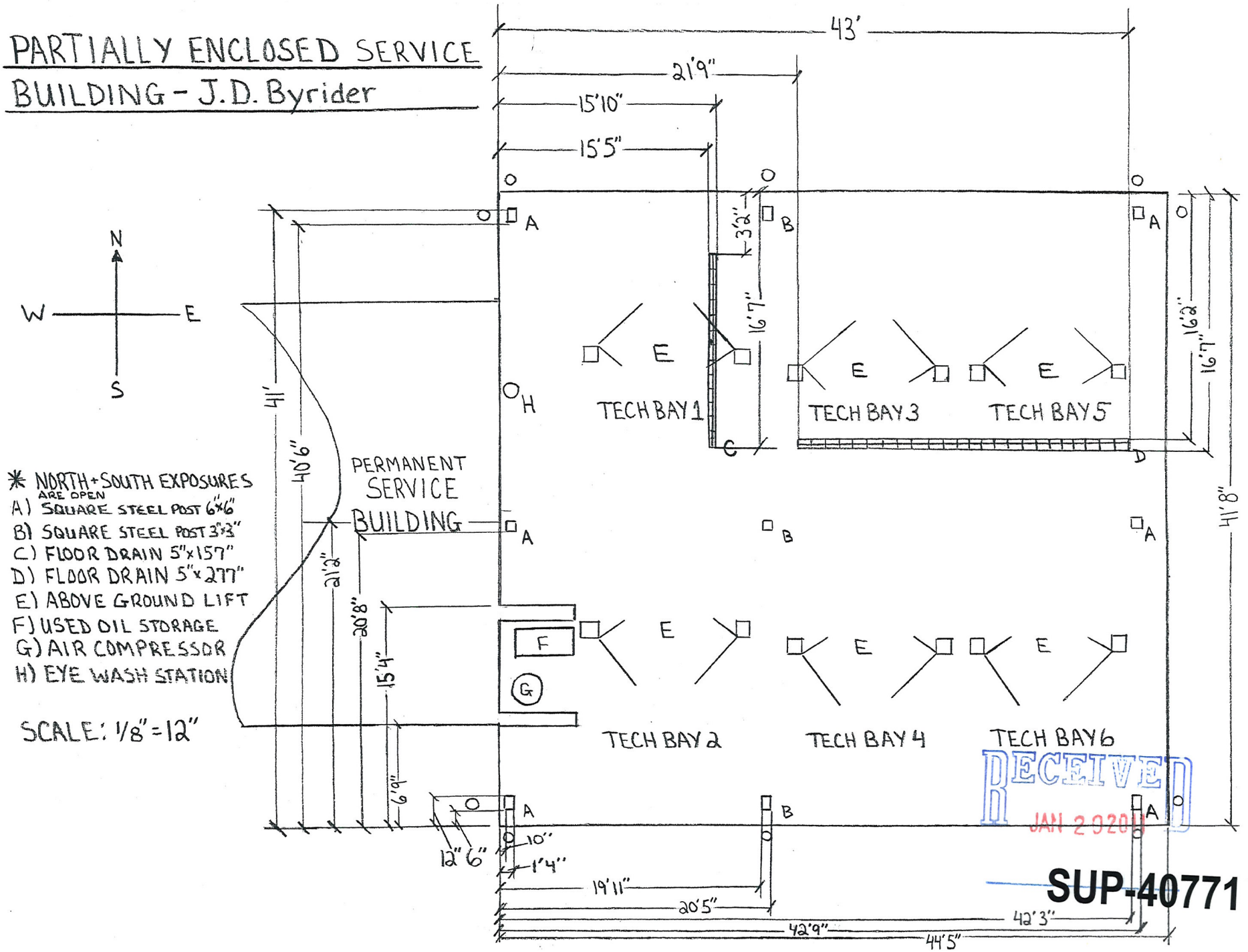
SITE PLAN
OPTION 1

Scale 1/8" = 7'-0"

SUP-40771

PARTIALLY ENCLOSED SERVICE BUILDING - J.D. Byrider



* NORTH + SOUTH EXPOSURES ARE OPEN

A) SQUARE STEEL POST 6"x6"
B) SQUARE STEEL POST 3"x3"
C) FLOOR DRAIN 5"x157"
D) FLOOR DRAIN 5"x277"
E) ABOVE GROUND LIFT
F) USED OIL STORAGE
G) AIR COMPRESSOR
H) EYE WASH STATION

SCALE: 1/8" = 12"

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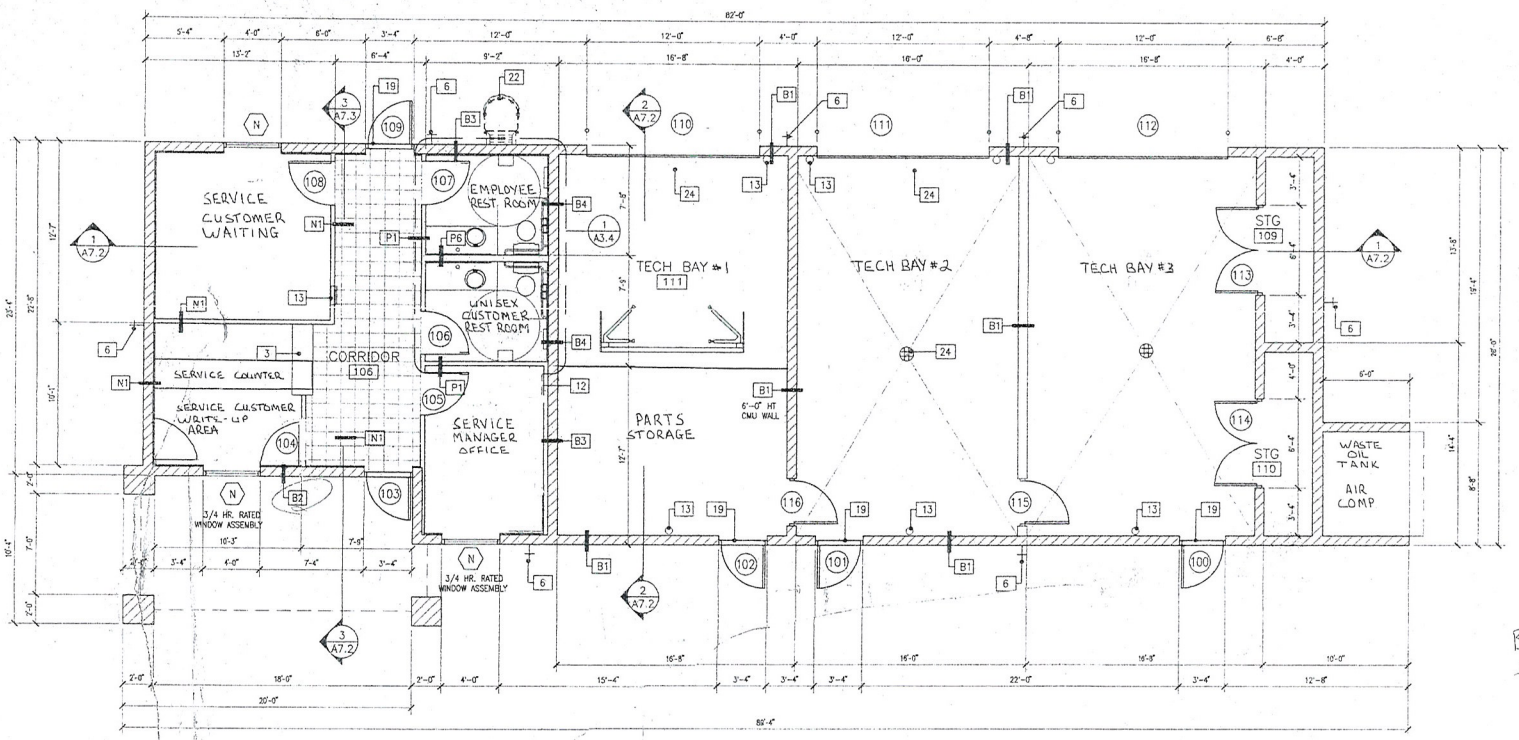
SUP-40771



Building Square footage 1,736

1 floor plan - service building — J.D. Byrider

Scale - 1/4" = 3'4"

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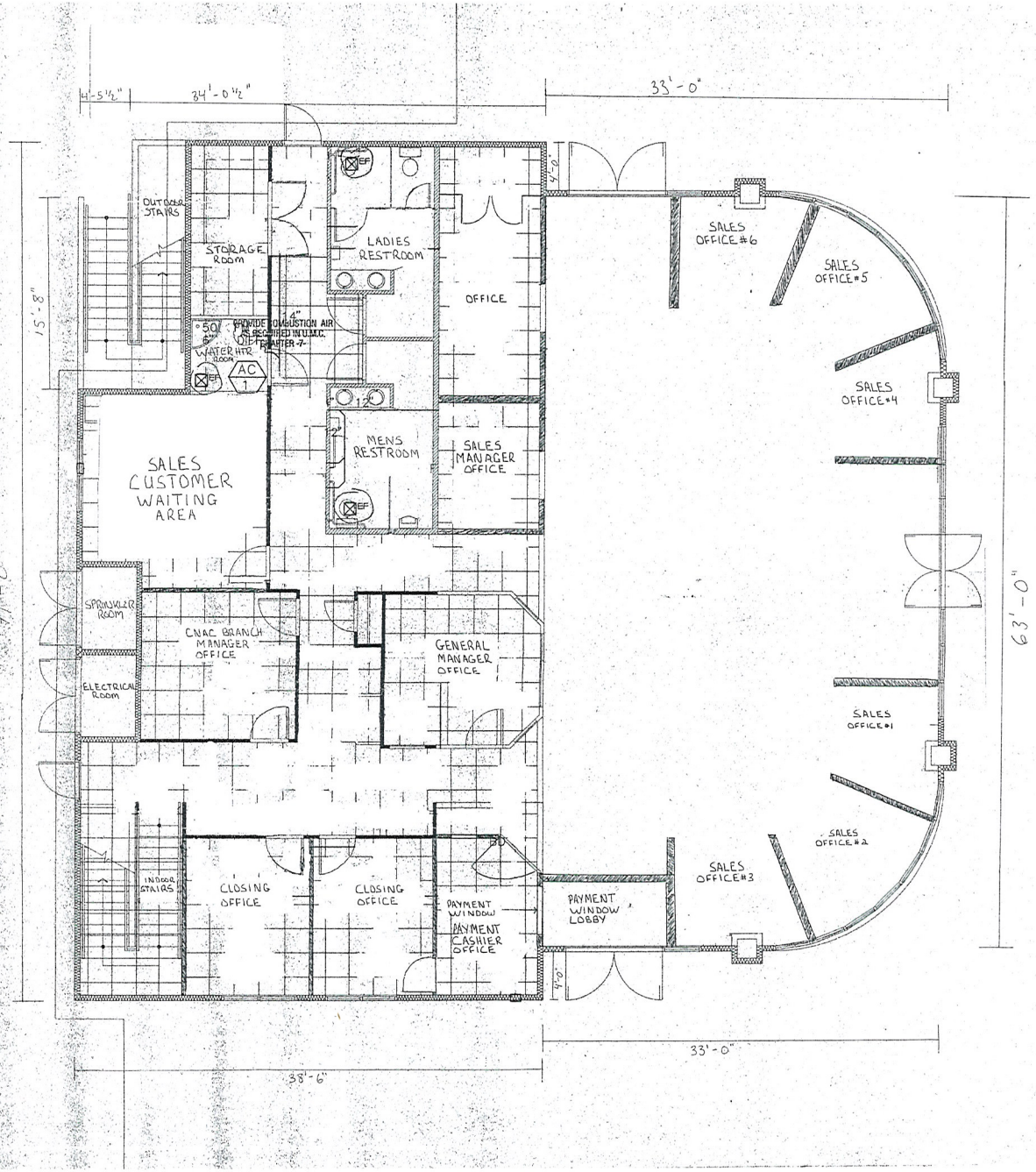
SUP-40771



First Floor Square Footage
5,675

E
N S
W

1 1st floor Sales plan
J.D. Byrider

Scale ¼" = 3'-4"

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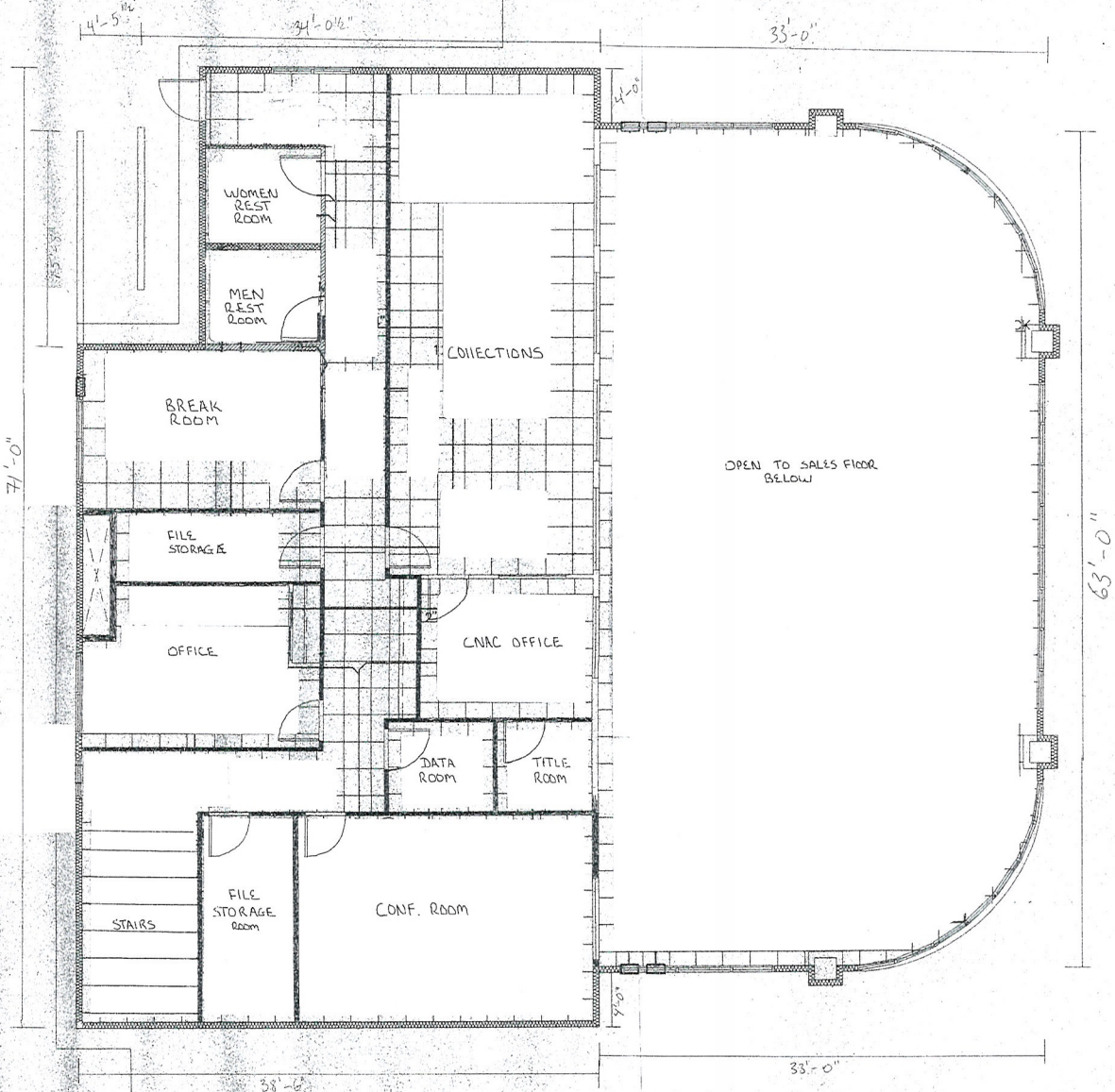
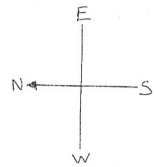
JAN 20 2011

SUP-40771



Second Floor Square Footage
2,100



1 2nd floor salesplan
J.D. Byrider

Scale 1/4" = 3'4"

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JAN 20 2011

SUP-40771



SUP-40771 – APPLICANT: RODO, LLC – OWNER: J & L PROPERTY LEASING, LLC
5600 WEST SAHARA AVENUE

01/26/11



SUP-40771 – APPLICANT: RODO, LLC – OWNER: J & L PROPERTY LEASING, LLC
5600 WEST SAHARA AVENUE

01/26/11

FENNEMORE CRAIG, P.C.

Suite 1400 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101
(702) 692-8000

Don Martin
Direct Phone: (702) 692-8008
Direct Fax: (702) 692-8068
dmartin@fclaw.com

Law Offices
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Tucson (520) 879-6800
Nogales (520) 281-3480
Las Vegas (702) 692-8000
Denver (303) 291-3200

January 20, 2011

BY HAND DELIVERY

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, NV 89101

Re: Justification Letter for Special Use Permit and Waiver of Condition
Motor Vehicle Sales (Used)

To Whom It May Concern:

Please be advised that this law firm represents RODO, LLC, a Nevada limited liability company (the "Applicant"), with regards to its request for a Special Use Permit to allow Motor Vehicle Sales (Used) on 3.41 acres in a C-2 (General Commercial) District, together with a waiver of condition to allow openings in service bays to face public rights-of-way. The real property is located at 5650 W. Sahara Avenue and 5600 W. Sahara Avenue, Las Vegas, NV, as further described as Assessor's Parcel Numbers 163-01-404-021 and 163-01-404-014 (collectively, the "Properties"). The Applicant, with J&L Property Leasing, LLC's (the Owner's) consent, hereby requests a special use permit that would entitle the Properties to conduct used motor vehicle sales at the location and a waiver of condition to allow the openings in three (3) service bays to face Sahara Avenue.

A. Special Use Permit

In particular, the Applicant is proposing and desires to utilize the Properties for the display and sale (or leasing) of used automobiles (the "Primary Use"). In conjunction with the Primary Use, the Applicant desires to utilize the existing three (3) enclosed service bays and additional six (6) partially enclosed service bays (collectively, the "Service Bays") located on the Properties as an incidental/accessory use (*i.e.*, to service, repair and maintain the used automobile inventory) (the "Incidental Use" and when taken together with the Primary Use, the

SUP-40771

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"Proposed Use"). According to Las Vegas Municipal Code, Title 19 (the "Code"), the defined term for the Primary Use includes service bays which are incidental and accessory to the sales use.

Pursuant to the Code, the Proposed Use is allowed in a C-2 zoning district with the approval of a Special Use Permit. In order to approve a Special Use Permit application, per Title 19.18.060, the Planning Commission 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 can be conducted in a manner that is harmonious with the neighborhood because it conforms to the standard conditions/requirements as set-forth by the Code, including the following: (a) the site area designated for the Proposed Use is 3.41 acres, which exceeds the minimum 25,000 square feet requirement; (b) the Applicant will not install nor use an outside public address or bell system; (c) all used or discarded automotive parts or equipment will be located wholly within the Service Bays that currently exist on the Properties; (d) all exterior lighting will be screened as not to shine directly onto any adjacent parcel of land; and (e) a majority of the existing Service Bays do not face any public rights-of way.

2. The subject site is physically suitable for the type and intensity of land use proposed.

- The Properties were previously entitled to allow an automobile dealership thereon, which is evidence in itself that the Properties are physically suitable for the type and intensity of the Proposed Use.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

- The Proposed Use has access to Sahara Avenue, a 100 foot Primary Arterial, to the south and Westwind Road to the west. It is important to note that staff previously concluded that these streets will be adequate to meet the requirements of a similar/same use as the Proposed Use. *See* SUP-7649.

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.

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SUP-40771

- As with any use, the Proposed Use will be subject to regular City and County inspections for licensing and will therefore not compromise the public health, safety and welfare.

In addition to the foregoing, the Properties are designated GC (General Commercial) on the Southwest Sector Map of the General Plan. This designation allows retail, service, wholesale office and other general business uses of a more intense commercial character. Hence, the Proposed Use conforms to and complies with the GC (General Commercial) designation.

It is important to note that all existing site improvements, exterior building elevations and landscape improvements are to remain the same.

B. Waiver of Condition

The Applicant desires to utilize the nine (9) existing service bays on the Properties (three (3) fully enclosed service bays and six (6) partially enclosed service bays) in order to service, repair and maintain the used automobile inventory. The openings on all of the fully enclosed service bays and three (3) of the partially enclosed service bays face the rear of the proposed project and away from public rights-of-way; however, the openings in the other three (3) partially enclosed service bays face Sahara Avenue. Accordingly, the Applicant hereby requests a waiver of condition No. 5 to allow the openings in three (3) of the nine (9) existing service bays to face a public right-of-way. It is important to note that the service buildings are located directly behind the sales building, which acts as a buffer and obstructs the view of the openings in the service bays that face Sahara Avenue. Additionally, the Applicant is reestablishing a prior use that was previously approved at the subject location, including the use of all service bays; therefore, this particular request for waiver of condition is not an unprecedented request. Lastly, it should be noted that many other dealerships in and around the proposed project have service bays and the openings in such service bays face Sahara Avenue.

C. Other Uses

In order to provide full and complete disclosure of the types of uses that will be conducted on the Properties, the Applicant intends to operate his automobile financing entity within the sales building located on the Properties. Additionally, an accessory automobile rental use may be conducted on the Properties as well. It is important to note, however, that the Code provides that under the Primary Use the accessory automobile rental use is permitted.

For the reasons provided above, the Applicant respectfully requests that staff recommends approval of the: (1) Special Use Permit to allow the Proposed Use to be conducted

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SUP-40771

on the Properties; and (2) Waiver of Condition to allow the openings in three (3) of the existing service bays to face Sahara Avenue.

Thank you in advance for your consideration with regards to this application. If you have any questions, please do not hesitate to contact me.

Sincerely,

FENNEMORE CRAIG, P.C.

Don Martin

JDON/jjd

107054.1/29193.002

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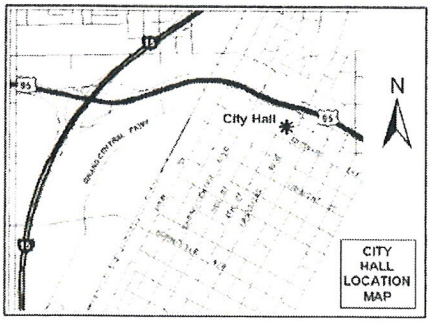
JAN 20 2011
SUP-40771

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 24 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 Department of Planning, Case Planning Division 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-40771

Planning Commission Meeting of 3/8/2011

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MAR - 7 2011

Case: SUP-40771

16301404001
JONES TOM & CONITA TRUST
5645 OBANNON DR
LAS VEGAS NV 89146-0311

39

5 KRDGN11 89146

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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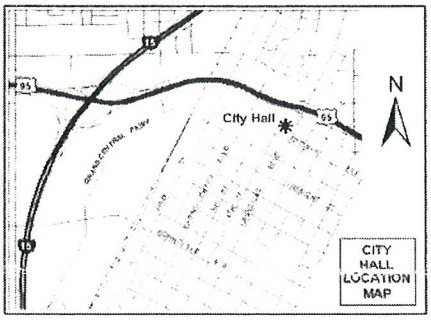
UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 FEB 24 2011
MAILED FROM ZIP CODE 89101

RECEIVED
MAR - 7 2011

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-40771

Planning Commission Meeting of 3/8/2011

Case: SUP-40771
16301404017
SWANCIGER GARY L TRUST
2270 WESTWIND RD
LAS VEGAS NV 89146-0305

39

56 KRDGN11 89146

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

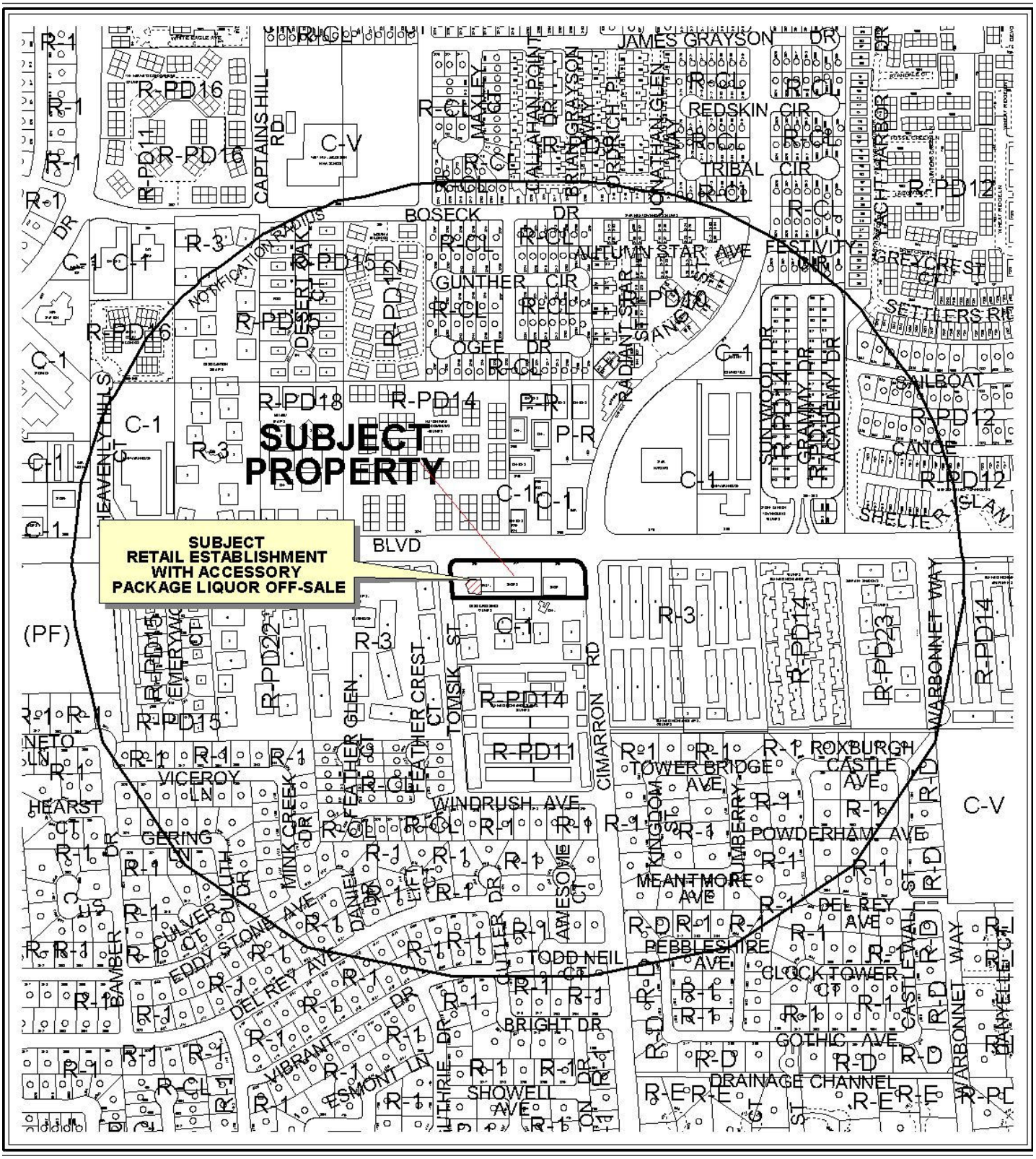
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-41050 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: BROWNMAIL, INC. - OWNER: TOFFY ENTERPRISES - Request for a Review of Condition to delete Conditions 'A' and Number 2 of a previously approved Special Use Permit (SUP-13271) WHICH RESTRICTED "THE HOURS OF OPERATION FROM 6 A.M. TO MIDNIGHT, SEVEN DAYS A WEEK"; AND STATES "THE SALE OF INDIVIDUAL CONTAINERS OF ANY SIZE BEER, WINE COOLERS OR SCREW CAP WINE IS PROHIBITED. ALL SUCH PRODUCTS SHALL REMAIN IN THEIR ORIGINAL CONFIGURATIONS AS SHIPPED BY THE MANUFACTURER. FURTHER, NO REPACKAGING OF CONTAINERS INTO GROUPS SMALLER THAN THE ORIGINAL SHIPPING CONTAINER SIZE SHALL BE PERMITTED" at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for RQR-21914
5. City Council Approval Letter for SUP-13271
6. Justification Letter



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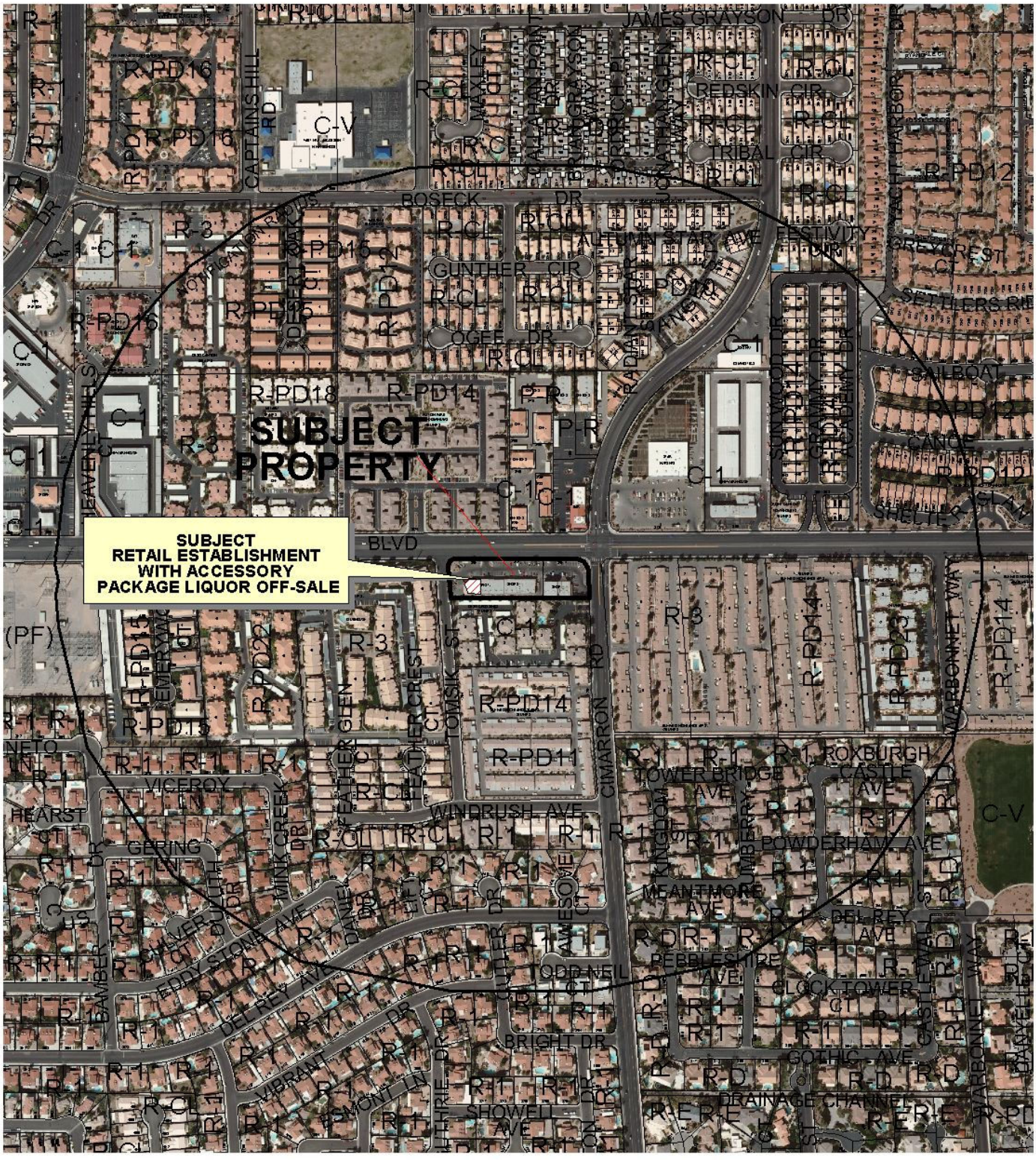
CASE: **ROC-41050**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



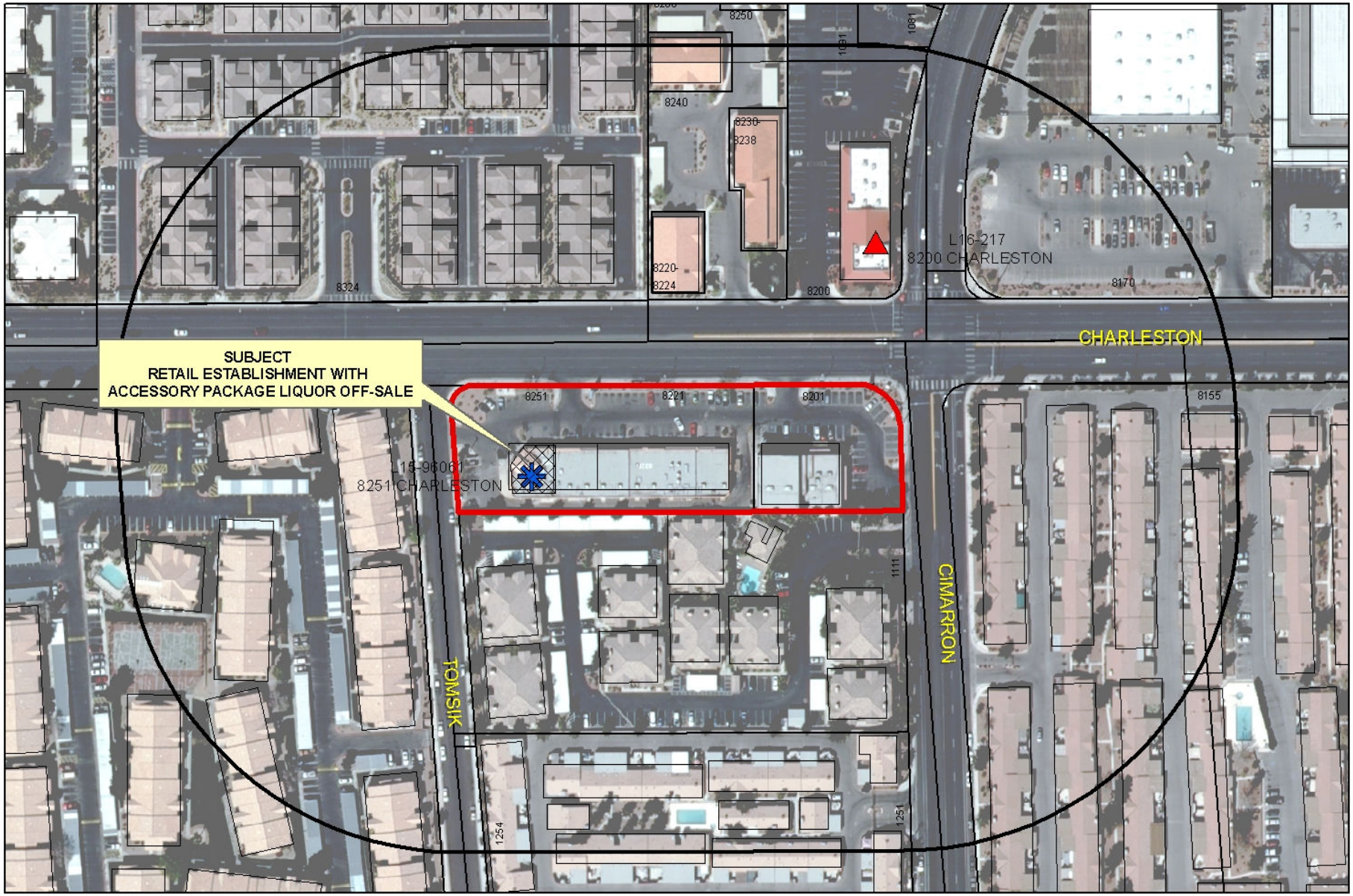
0 300 600 Feet

CASE: **ROC-41050**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



ROC-41050

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 - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BROWNMAIL, INC. - OWNER: TOFFY ENTERPRISES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41050	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-41050 CONDITIONS

Planning

1. Condition 'A' of Special Use Permit (SUP-13271) shall be removed.

2. Condition Number 6 of Special Use Permit (SUP-13271) shall be removed.

3. Conformance to all other conditions of approval for Special Use Permit (SUP-13271) and all site related actions as required by the Departments of Planning and of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to delete Conditions 'A' and Number 6 of a previously approved Special Use Permit (SUP-13271) to allow for 24-hour operations and the sale of individual size containers of beer, wine coolers and screw cap wine within an existing Convenience Store at 8251 West Charleston Boulevard. Condition 'A' of the Special Use Permit (SUP-13271) restricted the hours of operation from 6 a.m. to midnight, seven days a week, while Condition Number 6 stated that "the sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted." The applicant had also requested to operate a truck rental business from the location, but the use is not permitted within a C-1 (Limited Commercial) zoning district.

Staff finds that the proposed removal of these conditions is not appropriate, as the business is located in a primarily residential area with limited commercial uses that includes a Tavern approximately 100 feet to the north-northeast of the subject site. The intensification of the use through 24-hour operations and the allowance of the sale of single packages of beer/wine/coolers do not fit with the surrounding residential neighborhoods and could have a negative effect on the area. Staff is recommending denial of this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
10/18/06	The City Council approved a request for a Special Use Permit (SUP-13271) for a retail establishment with accessory packaged liquor off-sale on 1.22 acres at 8251 West Charleston Boulevard. The Planning Commission and staff recommended approval.
06/06/07	The City Council approved a request for a Required Review (RQR-21914) of a previously approved Special Use Permit (SUP-13271) for a retail establishment with accessory packaged liquor off-sale at 8251 West Charleston Boulevard. Staff recommended denial.

Most Recent Change of Ownership	
01/13/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/02/03	A building permit (3000026) was issued for a sign at 8251 West Charleston Boulevard. The permit was finalized on 01/30/03.
01/05/07	A building permit (7000061) was issued for tenant improvements for a Certificate of Occupancy at 8251 West Charleston Boulevard. The permit was finalized on 04/26/07.
08/13/10	Business licenses (C05-01809 and C15-00190) were issued for the retail sale of tobacco and for a Convenience Store at 8251 West Charleston Boulevard. The licenses are still active.
10/01/10	A business license (R05-00453) was issued for a takeout restaurant at 8251 West Charleston Boulevard. The license is still active.
11/03/10	A business license (L15-96061) was temporarily issued for Packaged Liquor Off-Sale at 8251 West Charleston Boulevard. The temporary license is valid until 05/08/11.

Pre-Application Meeting	
02/10/11	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Review of Condition A and 6 of a previously approved Special Use Permit (SUP-13271). The applicant was informed that Condition #2 could not be increased as it would exceed the limitations for a Retail Establishment with Accessory Liquor Off-Sale per Title 19.04. Additionally, the applicant would not be allowed to have a truck rental business at the location as it is not a permitted use within a C-1 zoning district.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/03/11	Staff conducted a field check of the subject site and found the area surrounding the business to be free of trash/debris.

Details of Application Request	
Site Area	
Gross Acres	1.22

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Convenience Store with Packaged Liquor Off-Sale	SC (Service Commercial)	C-1 (Limited Commercial)
North	Condominiums	M (Medium Density Residential)	R-PD14 (Residential Planned Development-14 Units per Acre)
	Offices	SC (Service Commercial)	C-1 (Limited Commercial)
South	Multi-Family Residences	M (Medium Density Residential)	C-1 (Limited Commercial)
East	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)
West	Apartments	M (Medium Density Residential)	R-3 (Medium Density Residential)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This request is for a Review of Conditions 'A' and Number 6 of a previously approved Special Use Permit (SUP-13271) to allow for 24-hour operations and the sale of individual size containers of beer, wine coolers and screw cap wine within an existing Convenience Store at 8251 West Charleston Boulevard. The applicant had also requested to operate a truck rental business from the location, but the use is not permitted within a C-1 (Limited Commercial) zoning district. Staff conducted a field check of the subject site on 03/03/11 and found it free of trash/debris with no discrepancies noted.

FINDINGS

Staff finds that the proposed removal of conditions 'A' and Number 6 is not appropriate, as the business is located in a primarily residential area with scattered commercial uses that includes a Tavern to the north-northeast approximately 110 feet of the subject site. The intensification of the use through 24-hour operations and the allowance of the sale of single packages of beer/wine/coolers do not fit with the surrounding residential neighborhoods and could have a negative effect on the area. Staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 894 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-41050** APN: _____

Name of Property Owner: TOFFY ENTERPRISES, LLC

Name of Applicant: BROWNMAIL, INC.

Name of Representative: NICK SWATCH

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: Dorothy Pansel

Print Name: DOROTHY PANSEK

Subscribed and sworn before me

This 23RD day of FEBRUARY, 20 11

in COUNTY OF CLARK, NV.

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PARMINDER SWATCH
No: 09-10983-1
My Appointment Expires Sept. 26, 2013

Revised 11-14-06

F:\Depot\Public\Forms\Application Packet\Statement of Financial Interest.doc

RECEIVED
FEB 24 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: BROWN MAIL, INC.

Project Address (Location) 8251 W. Charleston, Las Vegas NV 89117

Project Name _____ **Proposed Use** SINGLE CAN SALE.

Assessor's Parcel #(s) 163-04-117-003 **Ward #** _____

General Plan: existing ✓ proposed _____ **Zoning:** existing ✓ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER TOFFY ENTERPRISES **Contact** DOROTHY PANSEK

Address PO BOX 34060, LV 89133 **Phone:** 228 3345 **Fax:** 228-3345

City LAS VEGAS. **State** NV **Zip** 89133

E-mail Address dpansek@gmail.com

APPLICANT BROWNMAIL, INC. **Contact** HARRY MANGAT

Address 8251 W. CHARLESTON BLVD **Phone:** 7023026443 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89117

E-mail Address _____

REPRESENTATIVE NICK ~~ES~~ ~~ED~~ SWATCH **Contact** _____

Address 8251 W. CHARLESTON BLVD **Phone:** 7023026443 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89117

E-mail Address _____

Property Owner Signature* Dorothy Pansek

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DOROTHY PANSEK

Subscribed and sworn before me

This 23RD day of FEBRUARY, 20 11

in CLARK COUNTY, NV

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
PARMINDER SWATCH
No: 09-10983-1
My Appointment Expires Sept. 26, 2013

FOR DEPARTMENT USE ONLY

Case #	LOC-41050
Meeting Date:	4/6/11
Total Fee:	$1,080
Date Accepted:	2/24/11
Accepted By:	BLS

*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.

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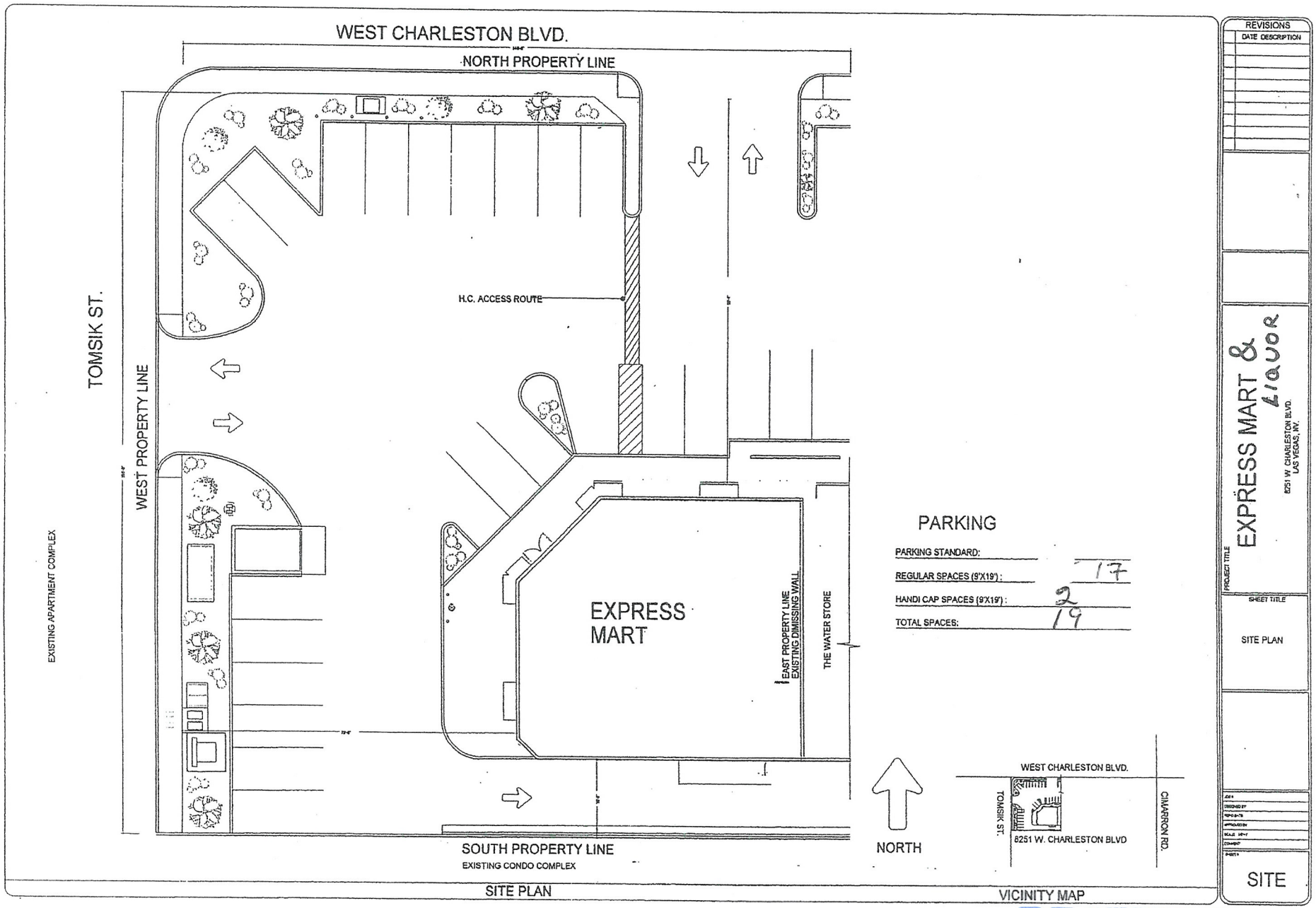
FEB 24 2011

Revised 10/27/08



ROC-41050

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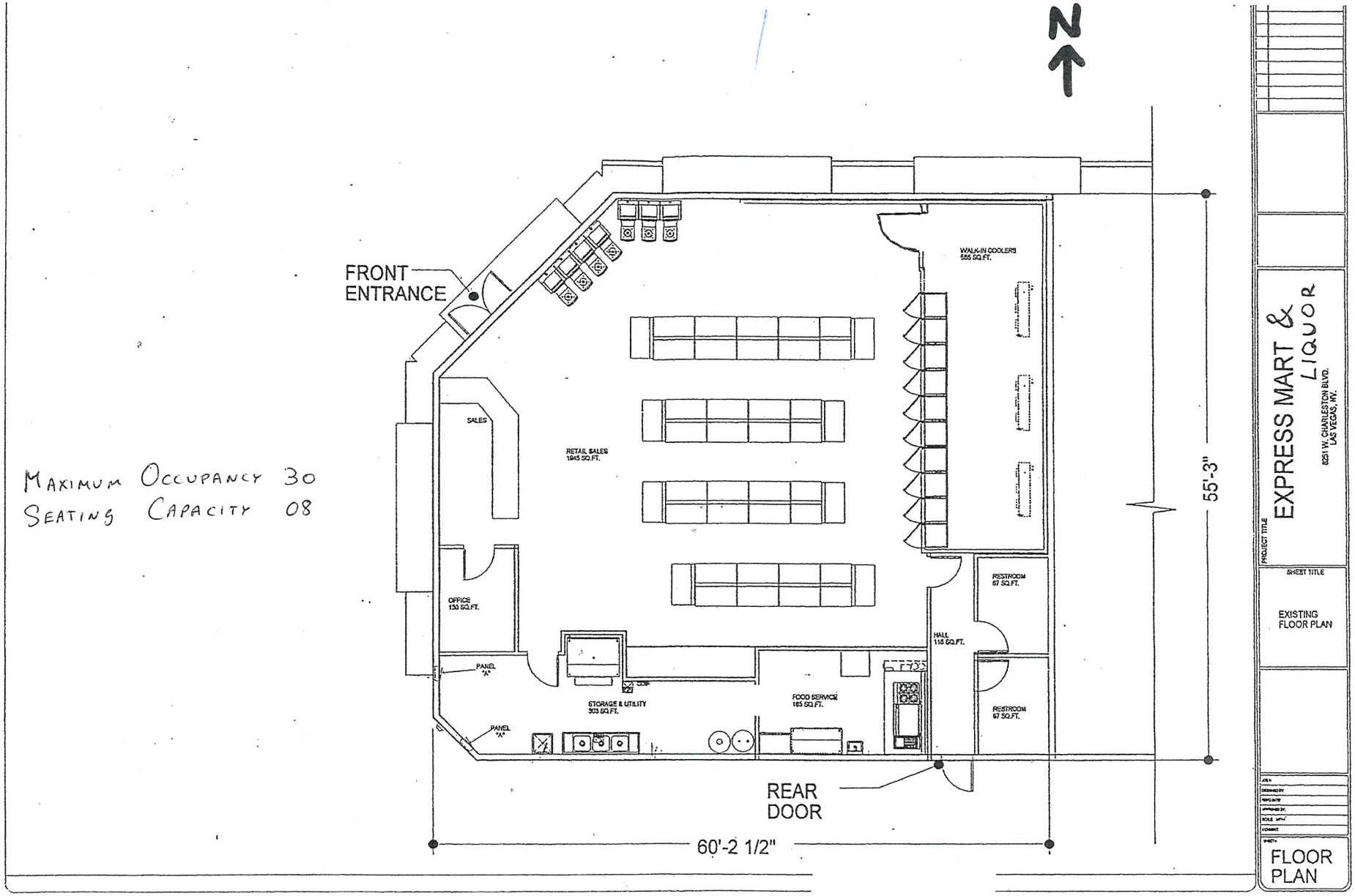
FEB 24 2011



MAXIMUM OCCUPANCY 30
SEATING CAPACITY 08

RECEIVED
FEB 24 2011

ROC-41050

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

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

June 8, 2007

Ms. Dorothy Pansek
P.O. Box 34060
Las Vegas, Nevada 89133

RE: RQR-21914 – REQUIRED SIX MONTH REVIEW
CITY COUNCIL MEETING OF JUNE 6, 2007

Dear Ms. Pansek:

The City Council at a regular meeting held June 6, 2007 APPROVED the request for a Required Six Month Review of an approved Special Use Permit (SUP-13271) FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.22 acres at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on June 7, 2007. This approval is subject to:

Planning & Development

1. Conformance to the conditions of approval of Special Use Permit (SUP-13271) and all other site related actions.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
lk

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. Cristobal Santos
6127 Rocky Top Avenue
Las Vegas, Nevada 89110

ROC-41050



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

January 16, 2007

Ms. Dorty Pansek
Toffy Enterprises LLC
P.O. Box 34060
Las Vegas, Nevada 89133

RE: SUP-13271 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF OCTOBER 18, 2006

Dear Ms. Pansek:

The City Council at a regular meeting held October 18, 2006 APPROVED the request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.22 acres at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on October 19, 2006. This approval is subject to:

Added Conditions:

A. Hours of operation shall be from 6 a.m. to midnight, seven days a week.

B. A six-month review from the date of issuance of the liquor license is required to be heard at a public hearing before the City Council.

Planning and Development

1. Any existing banner signs located on the establishment shall be removed. Any future temporary signs, such as banners, shall comply with the requirements of Title 19.14.090 (A).

2. The sale of alcoholic beverages shall be limited to a maximum of 10 % of the floor area of the convenience store.

3. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a retail establishment with accessory package liquor off-sale use.

4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

ROC-41050

6. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Cristobal Santos
C.R.E.M. Corporation
8251 West Charleston Boulevard
Las Vegas, Nevada 89117

ROC-41050

Las Vegas City Council

Ref: Changes Requested to SUP – 13271 – Special Use Permit.
Removal of Added Condition A.
Removal of Planning and Development Condition # 6.
Added for Truck Rental License.

At the regular meeting held October 18, 2006, the Las Vegas City Council approved a Special Use Permit – 13271 for retail package liquor off-sale at 8251 W. Charleston Blvd, Las Vegas, NV 89117. However, there were certain restriction added to the above mentioned special use permit, copy included.

The current owner, Brownmail, Inc., requests the city council to remove "Added Condition A" limiting the business in hours of operation. The owner plans to convert the current business from an independent operator to a 7 Eleven franchise business. One the requirements of the franchisor are the store is operational 24 hrs a day year round.

We further request that condition number six under "Planning and Development" stating "the sale of individual containers of any size of beer, wine coolers or screw cap wine" be removed as it unnecessarily put an unfair financial burden on the business. We request the City Council allow the sale of any size individual sale of beer cans and bottles including, 40 oz, 32 oz, 24 oz, 16 oz, and 12 oz cans and or bottles, as well as allow the sale of wine coolers or screw cap wine of any sizes.

The above restriction is not just an unfair financial burden on the business; it is also restrictive as to the choices allowed to the community. The business on a regular basis gets requests for sale of individual can and bottle sale of beers as well as screw cap wines. Due to the current economic condition most people do not have the resources to buy large package items, therefore; this restriction does not serve the business or the community at large.

In order to provide the local community with an easier alternative for moving, the business would request the City Council for approval of truck rental license. The remove of the said conditions would not only allow for the profitable operation of the business, it would also allow the business to hire more people to meet the growing demand of the people.

Brownmail, Inc. would appreciate if the city council could approve the changes and help us serve the community better.

Thank you,

Parmamjeet Mangat
President

Parmamjeet Kaur Mangat

Inderjeet Swatch
Secretary

RECEIVED
FEB 24 2011
ROC-41050

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 6, 2011

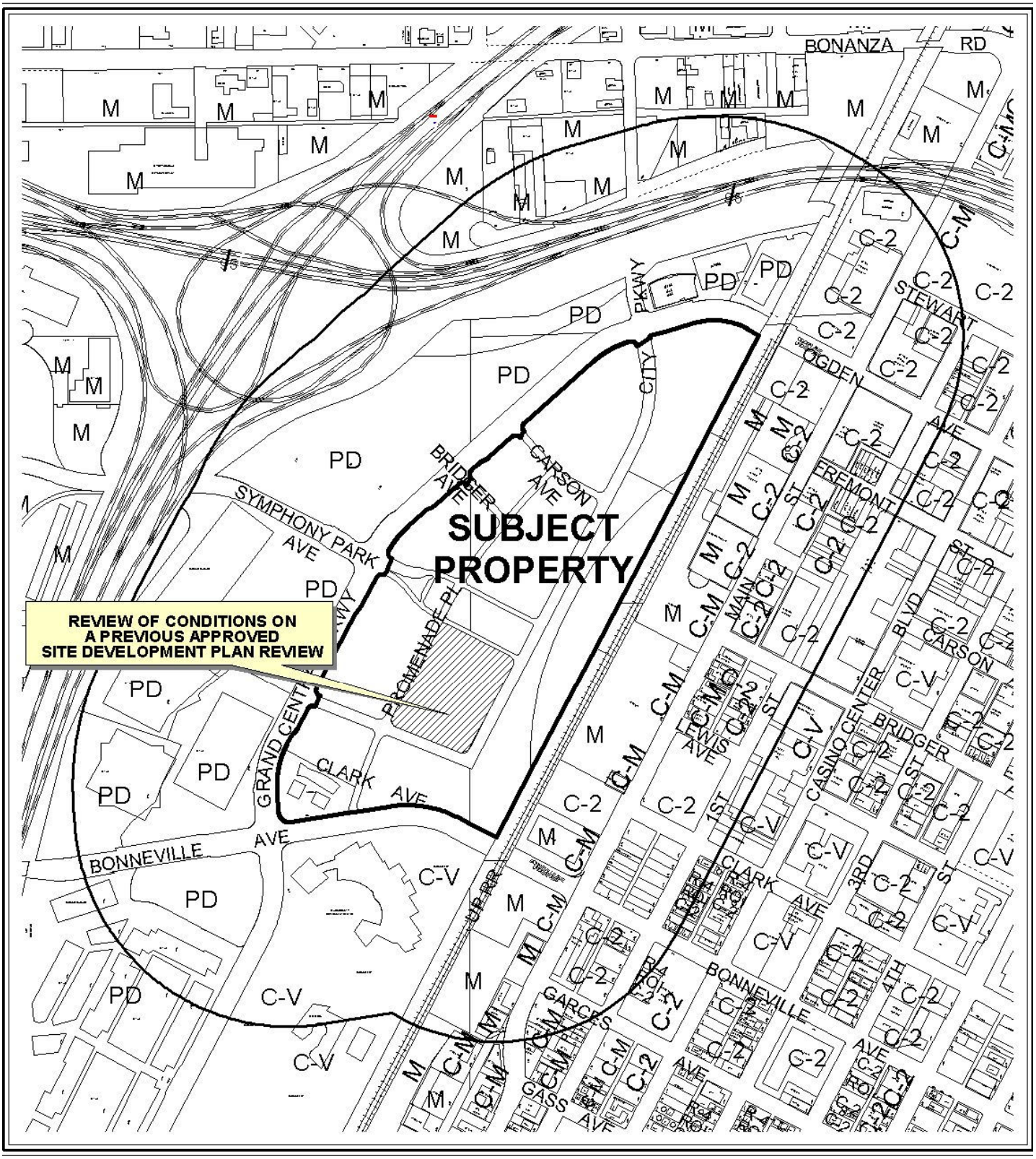
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-41174 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS - Request for a Review of Condition of a previously approved Site Development Plan Review (SDR-40146) TO REVISE THE PROMENADE PLACE AND CLARK AVENUE PARKING GARAGE ELEVATIONS TO ADD ADDITIONAL DECORATIVE ELEMENTS WHERE CONDITION "A" REQUIRED MESH SCREENING on a portion of 5.10 acres at the northeast corner of Clark Avenue and Promenade Place (APN 139-33-610-026), PD (Planned Development) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for SDR-40146
6. Symphony Park Design Review Committee Approval Letter



CASE: **ROC-41174**

RADIUS: 1000 FT

0 300 600 Feet

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



CASE: **ROC-41174**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

0 300 600 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 6, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41174	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

ROC-41174 CONDITIONS

Planning

1. Condition 'A' of Site Development Plan Review (SDR-40146) shall be deleted.

2. Condition 3 of Site Development Plan Review (SDR-40146) shall be amended to read, "All development shall be in conformance with the site plan and landscape plan date stamped 11/19/10, and building elevations date stamped 03/14/11, except as amended by conditions herein."

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Review of Condition to delete Condition 'A' of a previously approved Site Development Plan Review (SDR-40146) for the Smith Center/Discovery Children's Museum Parking Garage. The applicant submitted revised elevations on 03/14/11 that depict large medallions and decorative elements on the parking garage where Condition 'A' required mesh screening to the Promenade Place and Clark Avenue side of the garage. On 02/28/11, the Symphony Park Design Review Committee (SP-DRC) approved the revised modifications for the garage.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/23/98	The City Council approved a Rezoning (Z-0100-97) from M (Industrial) to PD (Planned Development) on approximately 178 acres generally located along the east side of Interstate 15 between Charleston Boulevard and U.S. 95. The Planning Commission and staff recommended approval.
11/15/06	The City Council approved a request for a Site Development Plan Review (SDR-16267) for a proposed mixed use development on 61.57 acres located at the northeast corner of Grand Central Parkway and Bonneville. The Planning Commission and staff recommended approval.
01/03/07	The City Council adopted the Union Park Design Standards through Ordinance #5874.
05/07/08	The City Council approved a request for a Site Development Plan Review (SDR-26709) for a Performing Arts Center, including a 2,100-seat auditorium and an education center with waivers of Union Park streetscape standards, lighting standards, architectural standards and access requirements on a portion of 53.6 acres generally located at the northeast corner of Bonneville Avenue and Grand Central Parkway. The Planning Commission and staff recommended approval.
05/20/09	The City Council approved the change in the name of the Union Park development to Symphony Park.
08/04/10	The City Council adopted the Symphony Park Design Standards and related design documents through Ordinance #6102.
08/26/10	The Planning Commission approved a request for a Major Amendment (SDR-38854) of a previously approved Site Development Plan Review (SDR-26709) for a proposed 60,000 square-foot Museum (Private) with waivers of Symphony Park screening and architectural design standards on 5.10 acres at the northwest corner of Clark Avenue and City Parkway. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/30/10	The Symphony Park Design Review Committee (SP-DRC) recommended denial of the proposed development for nonconformance with the Symphony Park Design Standards.
01/05/11	The City Council approved a request for a Major Amendment (SDR-40146) to a previously approved Site Development Plan Review (SDR-26709) for a proposed five-level, 335-space parking garage with waivers of the Symphony Park Parking Structure Design Standards, Build-to-Line Standards, required Retail Frontage Standard, and Streetscape Standards on a portion of 5.10 acres at the northeast corner of Clark Avenue and Promenade Place. The Planning Commission recommended approval; staff recommended denial.

Most Recent Change of Ownership	
05/11/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/19/09	A building permit (128880) was issued for a 2,100-seat auditorium at 361 Symphony Park Avenue. A final inspection has not been completed.
	A building permit (130976) was issued for the Performing Arts Center Large Hall and Education Center at 575 Symphony Park Avenue. A final inspection has not been completed.
12/23/10	A building permit (172038) was issued for a Museum shell building. A final inspection has not been approved.
01/13/11	Application for a building permit (180089) was submitted for a parking garage at 360 Promenade Place. A permit has not been issued as of yet.

Pre-Application Meeting
A pre-application meeting was not held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	5.10 (a portion)

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Performing Arts Center and Undeveloped	MXU (Mixed Use)	PD (Planned Development)
North	Undeveloped (used for construction staging)	MXU (Mixed Use)	PD (Planned Development)
South	Undeveloped	MXU (Mixed Use)	PD (Planned Development)
East	Parking Lot	MXU (Mixed Use)	PD (Planned Development)
West	Parking Lot	MXU (Mixed Use)	PD (Planned Development)

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			
PD (Planned Development) District	X		Y
Downtown Centennial Plan Overlay District(Symphony Park)	X		N
G-O (Gaming Enterprise Overlay) District	X		N/A
A-O (Airport Overlay) District (175 feet)	X		Y
Downtown Casino 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

ANALYSIS

The applicant is requesting a Review of Condition to delete Condition 'A' of a previously approved Site Development Plan Review (SDR-40146) for the Smith Center/Discovery Children's Museum Parking Garage. Condition 'A' stated that "mesh screening shall be provided on the Promenade Place and Clark Avenue garage elevations to screen parked vehicles and sloping ramp floors from

view." On 03/14/11, revised elevation drawings were received that depict several full length and smaller vertical columns on the outside facade with large metal medallions in front of mesh screening to add decorative elements to the exterior of the parking garage. The elements break up the massing of the garage façade into smaller elements, which is more aesthetically appealing. The proposed changes to the parking garage were approved by the Symphony Park Design Review Committee (SP-DRC) on 02/28/11.

Though the proposed changes do not meet the requirements of Section 3.11.1 of the Symphony Park Design Standards pertaining to the sloping floor of a parking structure, the modifications to the exterior design do enhance the overall appearance of the structure.

FINDINGS

As the proposed decorative elements and modifications to the Smith Center/Discovery Children's Museum Parking Garage enhance the exterior façade of the structure, staff is recommending approval.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 24

NOTICES MAILED 90

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-41174** APN: 139-33-610-026

Name of Property Owner: City of Las Vegas

Name of Applicant: The Smith Center

Name of Representative: The Projects Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **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: Elizabeth N Fretwell

Print Name: Elizabeth N. Fretwell

Subscribed and sworn before me

This 14 day of March, 2011

Notary Public in and for said County and State

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of Condition of Approved Site Review (SDR-40146)

Project Address (Location) No Address Yet - To Be Determined

Project Name Smith Center Parking Garage **Proposed Use** Parking Garage

Assessor's Parcel #(s) 139-33-610-026 **Ward #** Ward 5 (Barlow)

General Plan: existing MXU proposed N/A **Zoning:** existing PD proposed N/A

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 1 for Bldg/Site is 5 **Lots/Units** 1 **Density** N/A

Additional Information

PROPERTY OWNER City of Las Vegas **Contact** Elizabeth N. Fretwell

Address 400 Stewart Avenue **Phone:** 229-6501 **Fax:** 388-1807

City Las Vegas **State** NV **Zip** 89101

E-mail Address N/A

APPLICANT The Smith Center **Contact** Paul Beard

Address 241 W Charleston Blvd **Phone:** 614-0109 **Fax:** 614-0205

City Las Vegas **State** NV **Zip** 89102

E-mail Address PBeard@thesmithcenter.com

REPRESENTATIVE The Projects Group **Contact** Matt Edwards

Address 474 S Grand Central Pkwy **Phone:** 448-8544 **Fax:** 457-4112

City Las Vegas **State** NV **Zip** 89102

E-mail Address MEdwards@tpgfw.com

Property Owner Signature* Elizabeth Fretwell

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Elizabeth N. Fretwell

Subscribed and sworn before me

This 14 day of March, 20 11.

Kim A Barr

Notary Public in and for said County and

KIM A. BARRERA
Notary Public State of Nevada
No. 99-50021-1
My appt. exp. Oct. 25, 2014

FOR DEPARTMENT USE ONLY

Case #	ROC-41174
Meeting Date:	4/6/11
Total Fee:	
Date Received:*	3/14/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08



RECEIVED
MAR 14 2011

HKS
14 FEB 2011

THE SMITH CENTER

Promenade Facade Medallion - Option 1

NTS

ROC-41174



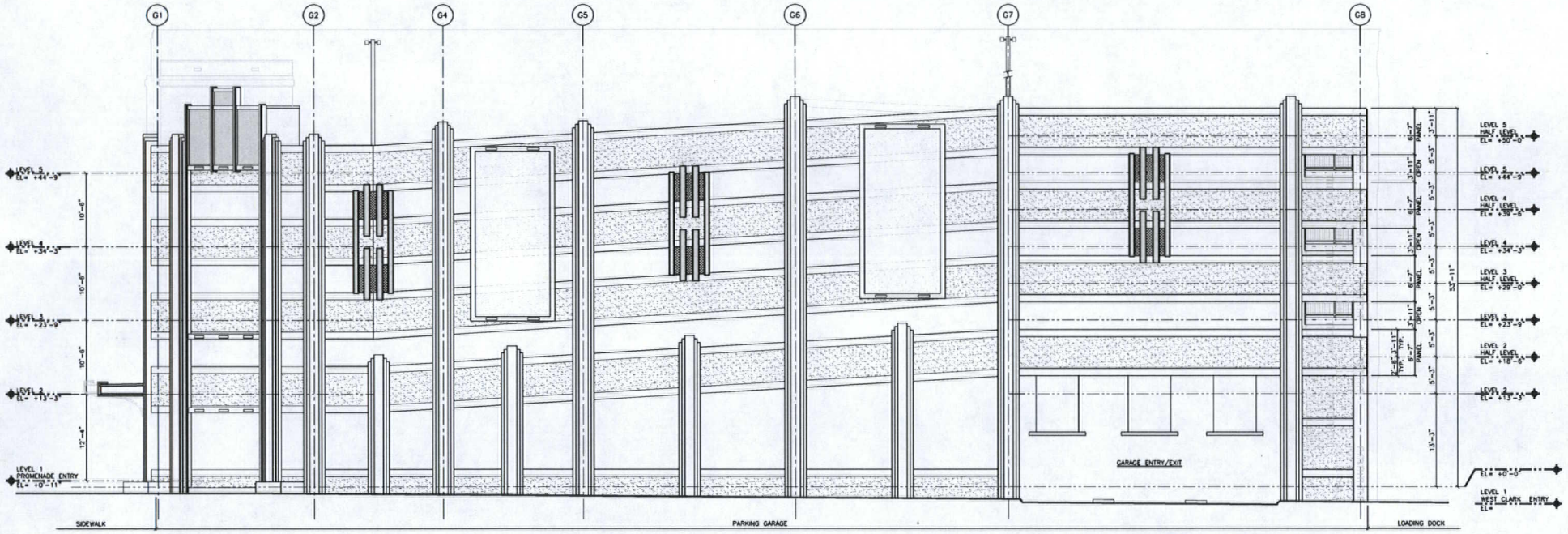
RECEIVED
MAR 14 2011

HKS
14 FEB 2011

THE SMITH CENTER

West Clark Façade Medallion - Option 1
NTS

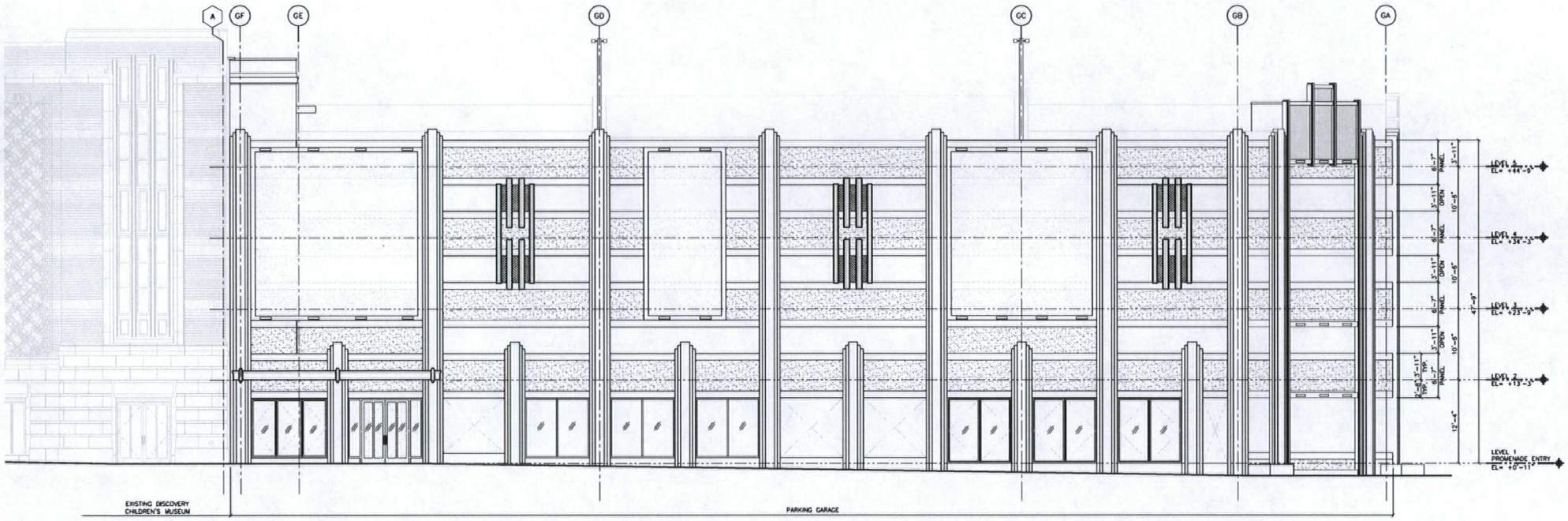
ROC-41174



REVISED ELEVATIONS - MAX. SIZE MEDALLIONS TO COMPLY WITH CODE
SCALE: N.T.S.

02.14.2011 MAA

RECEIVED
MAR 14 2011
ROC-41174

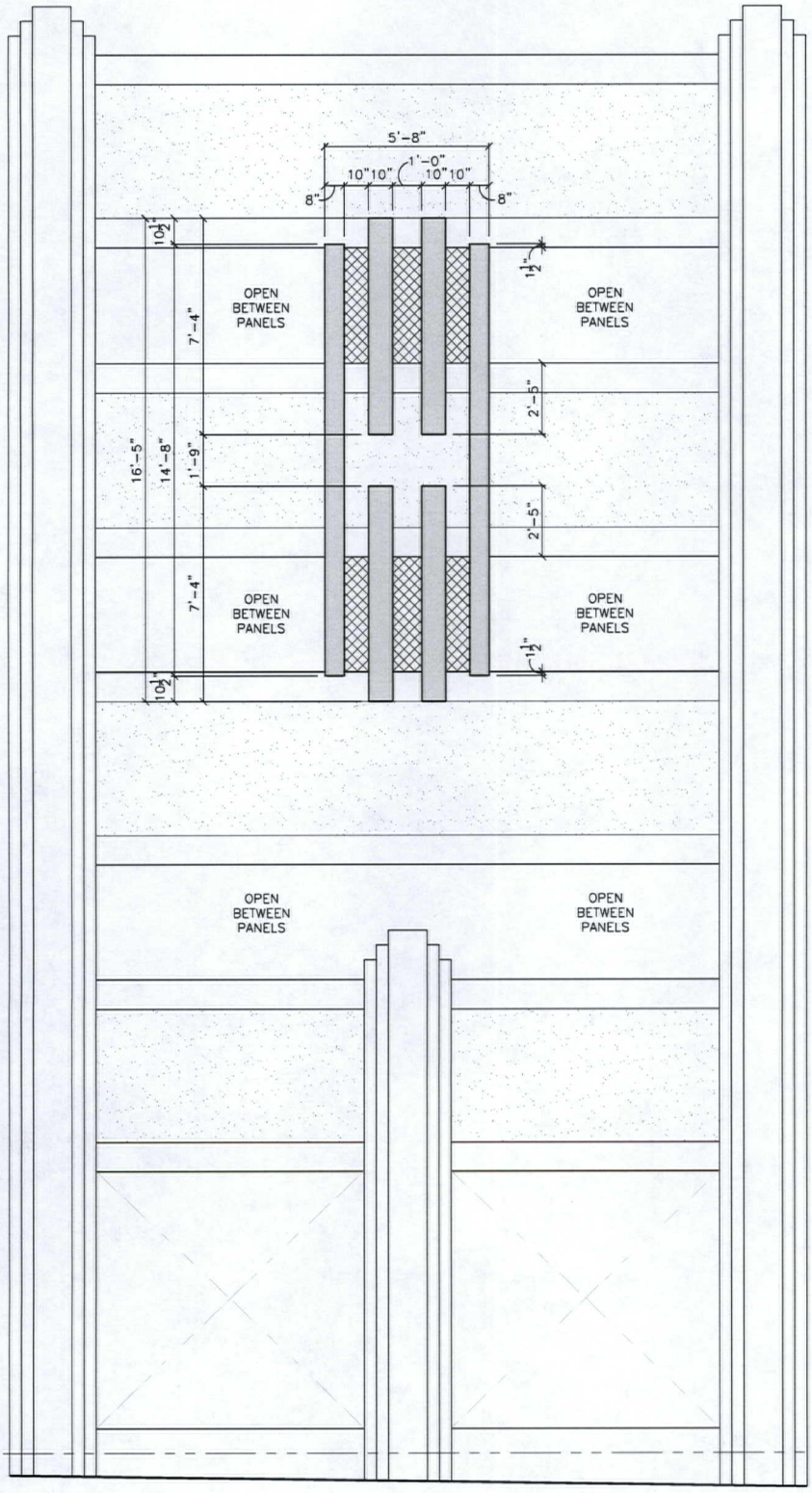


REVISED ELEVATIONS - MAX. SIZE MEDALLIONS TO COMPLY WITH CODE
SCALE: N.T.S.

02.14.2011 MAA

RECEIVED
MAR 14 2011
ROC-41174

RECEIVED
MAR 14 2011



MESH SCREEN (80% OPEN)

MTL. "MEDALLION" (SOLID)

REVISED ELEVATIONS - MAX. SIZE MEDALLIONS TO COMPLY WITH CODE
SCALE: 1/4" = 1'-0"

02.14.2011 MAA

ROC-41174



ROC-41174 - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS
NORTHEAST CORNER OF CLARK AVENUE AND PROMENADE PLACE

11/09/10



ROC-41174 - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS
NORTHEAST CORNER OF CLARK AVENUE AND PROMENADE PLACE

11/09/10



ROC-41174 - APPLICANT: THE SMITH CENTER - OWNER: CITY OF LAS VEGAS
NORTHEAST CORNER OF CLARK AVENUE AND PROMENADE PLACE

11/09/10

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

January 11, 2011

Ms. Elizabeth N. Fretwell
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: SDR-40146 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 5, 2011

Dear Ms. Fretwell:

The City Council at a regular meeting held January 5, 2011, APPROVED the request for a Major Amendment to a previously approved Site Development Plan Review (SDR-26709) FOR A PROPOSED FIVE-LEVEL, 335-SPACE PARKING GARAGE WITH WAIVERS OF THE SYMPHONY PARK PARKING STRUCTURE DESIGN STANDARDS, BUILD-TO LINE STANDARD, REQUIRED RETAIL FRONTAGE STANDARD AND STREETSCAPE STANDARDS on a portion of 5.10 acres at the northeast corner of Clark Avenue and Promenade Place (APN 139-33-610-026), PD (Planned Development) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on January 5, 2011. This approval is subject to:

Added Condition

A. Mesh screening shall be provided on the Promenade Place and Clark Avenue garage elevations to screen parked vehicles and sloping ramp floors from view.

Planning and Development

1. Conformance to the Conditions of Approval for Site Development Plan Reviews (SDR-26709 and SDR-38854) shall be required, 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 proposed structure. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan and building elevations, date stamped 11/19/10, and landscape plan, date stamped 11/19/10, except as amended by conditions herein.

4. The following Waivers from the Symphony Park Design Standards are hereby approved as follows:

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

VOICE 702.229.6011
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FM-0044-08-09

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ROC-41174

a. A Waiver from Subsections 1.5.1 and 1.5.3 is hereby approved to allow no active frontages on Promenade Place and Clark Avenue where active frontages are required.
b. A Waiver from Subsection 1.5.5 is hereby approved to allow no retail or restaurant frontage on Promenade Place where such frontage is required.
c. A Waiver from Subsection 1.6.4 is hereby approved to allow exposed parking on Promenade Place and Clark Avenue where exposed parking is to be avoided along Promenade Place and minimized along Clark Avenue, and to allow garage elevations to be architecturally inconsistent with the adjacent museum building where consistency is required.
d. A Waiver from Subsection 1.9.1 is hereby approved to allow the garage building to be set back along Clark Avenue where a building wall enclosure at the build-to line is required.
e. A Waiver from Subsection 1.12.1 is hereby approved to allow no public art installations on the building where four are required.
f. A Waiver from Subsection 3.4 is hereby approved to allow no canopies along Clark Avenue where canopies are required.
g. A Waiver from Subsection 3.7.1 is hereby approved to allow 10-foot high false storefronts along Promenade Place and no storefronts along Clark Avenue where minimum 16-foot storefronts are required at street level.
h. A Waiver from Subsection 3.9.1 is hereby approved to allow the garage elevations to be inconsistent with each other and to allow the Clark Avenue garage elevation to appear unimproved where such are not allowed.
i. A Waiver from Subsection 3.11.1 is hereby approved to allow the Clark Avenue garage elevation to expose sloping floors to exterior public view where such is not allowed.
j. A Waiver from Subsection 3.11.3 is hereby approved to allow no fenestration on any exposed façade where such is required.
k. A Waiver from Subsection 3.11.4 is hereby approved to allow no retail or other uses at street level where required for parking structures.
l. A Waiver from Subsection 3.12.4 is hereby approved to allow cut-off type lighting fixtures on the perimeter only where cut-off lighting is required for all garage lighting.
m. A Waiver from Subsection 3.13.1 is hereby approved to allow no variation in street wall placement where at least two variations are required per 100 feet of frontage.
n. A Waiver from Subsection 3.14.2 is hereby approved to allow no awnings or arcades on the north side of Clark Avenue where such are required along 75 percent of the sidewalk length.
o. A Waiver from Subsection 3.16.6 (5.G) is hereby approved to allow multiple wall signs per building face that are located at the top of the parapet where one sign per building face, using no more than two percent of the building wall area and located no closer than two feet from the top of parapet is allowed.

5. 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 11/19/10. Any changes based upon subsequently submitted studies must be accommodated elsewhere on the site.

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. Revised plans and elevations shall be submitted to and approved by the SP-DRC as indicated on the SP-DRC action letter dated 11/30/10 prior to the time application is made for a building permit. Approved plans shall be submitted to the Planning and Development Department.

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. A Master Sign Plan shall be submitted for review and approval by the SP-DRC prior to the issuance of any sign permits.

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. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Unless already constructed or guaranteed by the Master Developer, construct all incomplete half street improvements adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with the development of this site.

16. A Drainage Plan and Technical Drainage Study or other information acceptable to the Flood Control Section must be submitted to and approved by the Department of Public Works prior to issuance of any building or grading permits. Provide and improve all drainageways recommended in the approved drainage plan/study.

17. Site development to comply with all applicable conditions of approval for SDR-26709, SDR 38854 and all other site-related actions.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Acting Director
Planning and Development Department

cc: Mr. Paul Beard
The Smith Center
241 West Charleston Boulevard
Las Vegas, Nevada 89102

Mr. Matt Edwards
The Project Group
474 South Grand Central Parkway
Las Vegas, Nevada 89102

SYMPHONY PARK℠

March 10, 2011

Matt Edwards,
The Projects Group
(by email)

Re: **Smith Center/ Discovery Children's Museum Parking Garage**
Design Development- Second Revised Elevations with Medallions - dated February 14, 2011

Dear Mr. Edwards,

The Symphony Park Design Review Committee (SP-DRC) received your second revised design development elevations with the larger medallions and landscape modifications for the Smith Center /Discovery Children's Museum Parking Garage and reviewed them on February 28, 2011.

The revised elevations are APPROVED.
The revised design development landscape drawing detail is APPROVED.
The revised garage lighting is APPROVED.

In the written response from HKS to our February 9, 2011 Review Comments, item number 2 is acceptable for now. We are hopeful the entry signage will provide the required visibility when it is submitted.

Thank you for the extra effort to achieve a mutually acceptable design solution.

Sincerely,
Steve van Gorp, Chairman
The Symphony Park Design Review Committee

Cc. Myron Martin, The Smith Center for the Performing Arts (by email)
Michael Ayers, HKS Architects (by email)
Flinn Fagg, City of Las Vegas Planning Department

CITY OF LAS VEGAS NEVADA

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City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 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.: **91.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 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.: **92.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 6, 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