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 20, 2011

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

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

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

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

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

CEREMONIAL MATTERS

1. CALL TO ORDER

2. ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

3. INVOCATION – REVEREND MONSIGNOR KEVIN McAULIFFE, PASTOR, SAINT ELIZABETH ANN SETON ROMAN CATHOLIC CHURCH

4. PLEDGE OF ALLEGIANCE

5. OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – COUNCILMAN, WARD 1; COUNCILMAN, WARD 5; AND MUNICIPAL COURT JUDGE, DEPARTMENT 5

6. RECOGNITION OF THE EMPLOYEE OF THE MONTH

7. RECOGNITION OF THE TEAM OF THE QUARTER

8. RECOGNITION OF THE SENIOR OF THE QUARTER

9. RECOGNITION OF UNITED WAY DAY

10. RECOGNITION OF THE CENTENNIAL HIGH SCHOOL STATE CHAMPION GIRLS BASKETBALL TEAM, BOYS BOWLING TEAM AND GIRLS SOCCER TEAM

11. RECOGNITION OF THE LAS VEGAS FIRE & RESCUE DEPARTMENT

12. RECOGNITION OF THE VETERANS MEMORIAL LEISURE SERVICES CENTER FITNESS INSTRUCTORS

BUSINESS ITEMS - MORNING

13. 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

14. Approval of the Final Minutes by reference of the regular City Council meeting of March 16, 2011

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

15. Approval of the Grant Agreement between the Commission for the Las Vegas Centennial and the Neon Museum, a 501c3, providing $150,000 for the restoration and reconstruction project of the interior lobby build out of the La Concha Motel located at 770 Las Vegas Boulevard North – Ward 5 (Barlow)

16. Approval of Retainer Letter Agreement between Michael C. Niarchos of Rosenfeld and Rinato and City Parkway V, Inc., for professional services for City Parkway V, Inc., the Department of Economic and Urban Development and any other business related matters ($137,000 annually - City Parkway V, Inc.)

FINANCE - CONSENT

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

18. Approval of an Interlocal Agreement between the Southern Nevada Water Authority, the City of Las Vegas, the City of Henderson and the Clark County Water Reclamation District to correct the distribution of a quarter (1/4) cent sales tax funding to member agencies - All Wards

FINANCE - PURCHASING & CONTRACTS CONSENT

19. Approval of award of Agreement No. 110183-TF, Prime Design Services Agreement for the Las Vegas Wash Middle Branch, Grand Teton Storm Drain located on Grand Teton Drive between Rainbow Boulevard and Durango Drive - Department of Public Works - Award recommended to: VTN NEVADA ($600,000 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

20. Approval of award of Bid No. 10.1730.19-LED, Oakey-Meadows Storm Drain Phase 2A Fair Center Mall to Charleston Boulevard at Hinson Street and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($6,430,467 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

21. Approval of award of Modification No. 5 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project, now known as the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Office of the City Manager - Award recommended to: WRL OF NEVADA ($372,164 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

OPERATIONS AND MAINTENANCE - CONSENT

22. Approval of a Declaration of Intent to Retain a Pedestrian Easement 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 139-27-805-005 - Ward 5 (Barlow)

PLANNING - BUSINESS SERVICES CONSENT

23. Approval of a Special Event Alcoholic Beverage License for Agave Mexican Restaurant, Location: 10820 West Charleston Boulevard (parking lot), Date: May 5, 2011, Type: Special Event General, Event: Cinco de Mayo, Responsible Person in Charge: Tad Gencarelli - Ward 2 (Wolfson)

24. Approval of a Special Event Alcoholic Beverage License for California Hotel & Casino, Location: 100 Stewart Avenue (Main Street parking lot), Dates: April 30 and May 1, 2011, Type: Special Event Beer/Wine, Event: May Day Lei Day Festival, Responsible Person in Charge: Lane Conley - Ward 5 (Barlow)

25. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for Christ Church Episcopal and Huntridge Teen Clinic, Location: 2000 South Maryland Parkway, Date: May 7, 2011, Type: Special Event Beer/Wine, Event: Art Show and Organ Concert, Responsible Person in Charge: Bonnie Polley - Ward 3 (Reese)

26. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for A Time In History Inc., Location: 713 Stewart Avenue, Dates: May 12 - 15, 2011, Type: Special Event Beer/Wine, Event: Helldorado Rodeo Event, Responsible Person in Charge: Lori Yerger - Ward 5 (Barlow)

27. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning code and Health Dept. regulations for Leticia's Cocina, Location: 7585 Norman Rockwell Lane (parking lot), Date: May 7, 2011, Type: Special Event General, Event: Cinco de Mayo Festival, Responsible Person in Charge: Leticia Gardea - Ward 6 (Ross)

28. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for J & M United, LLC, dba Lindo Michoacan Centennial, Location: 7870 West Tropical Parkway (courtyard), Date: May 5, 2011, Type: Special Event General, Event: Cinco de Mayo, Responsible Person in Charge: Mark Berry - Ward 6 (Ross)

29. Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, 7 Eleven of Nevada, Inc., dba 7 Eleven Store 26751C, 6702 West Cheyenne Avenue, Fast and Quick, Inc., Noorullah Karimzada, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)

30. Approval of an extension of a Temporary Restricted Gaming License, Big Dollar Stores, LLC, dba Big Dollar Stores, 1725 South Rainbow Boulevard, Suite 1, Jeffrey Chauncey, Mmbr, 90% and Danny Velarde, Mmbr, 10% - Ward 1 (Tarkanian)

31. Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, E T T, LLC, db at Stewart Market, 2021 Stewart Avenue, David Ross, Mgr and Ferenc Szony, Mgr - Ward 3 (Reese)

32. Approval of an extension of a Temporary Auctioneer License, Cove Creek Partners, LLP, dba United Country Auction Services, 209 West Broadway Street, Jerry Jones, Ptnr, 50% and Richard Terrel, Ptnr, 50% - Texas

33. Approval of an extension of a Temporary Burglar Alarm Service License, A & B Security Group, Inc., dba A & B Security Group, Inc., 3201 West Sahara Avenue, Suites A, C-H, Gary Schaff, Pres, Secy, Treas, Dir and Philip Pupanek, VP Sales and Marketing - Ward 1 (Tarkanian)

PUBLIC WORKS - CONSENT

34. Approval of an Easement Occupancy Permit between the City of Las Vegas and the Southern Nevada Water Authority to allow occupancy of improvements for the Water Pollution Control Facility 3 Megawatt Solar Photovoltaic Project located on Vegas Valley Drive and Tree Line Drive, APN’s 161-10-701-001 and 161-10-701-014 - County (near Ward 3-Reese)

35. Approval of Rule 9 Line Extension Agreement No. 2445 between the City of Las Vegas and Nevada Power Company, a Nevada Corporation, dba NV Energy for the extension of existing power facilities to relocate existing facilities for Traffic Package 6B project located at the intersections of Charleston Boulevard and Durango Drive and Charleston Boulevard and Rancho Drive ($24,302 - Federal Safety Funds) - Wards 1, 2 and 5 (Tarkanian, Wolfson and Barlow)

RESOLUTIONS - CONSENT

36. R-15-2011 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2012) ($62,800 - Capital Projects Fund - Special Assessments) - Ward 1 (Tarkanian)

37. R-16-2011 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) ($252,402 - Capital Projects Fund/Special Assessments) - Ward 5 (Barlow)

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

38. Report to satisfy annual requirement under Ordinance No. 6067 regarding spaying/neutering of certain animals - All Wards

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

39. Discussion and possible action regarding a Second Amendment to the Disposition and Development Agreement between the City of Las Vegas and Resort Gaming Group, LLC, for the purpose of amending the expiration date of the due diligence period and not requiring the Developer to pay the due diligence extension deposits for the site located at Stewart Avenue and Las Vegas Boulevard - Ward 5 (Barlow)

40. Discussion and possible action regarding a Settlement Agreement by Decatur Shopping Center Associates, a Nevada limited partnership, City of Las Vegas, a municipal corporation of the State of Nevada, City of Las Vegas Redevelopment Agency (RDA), a Public body, and Alpha Omega Strategies, LLC, a Nevada limited liability company pertaining to the real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This is a related item to RDA Items 6 and 7 and Council Item 41]

41. Discussion and possible action regarding a First Amendment To Fourth Amended And Restated Disposition And Development Agreement by and between City of Las Vegas, a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency (RDA), a Public Body, and Alpha Omega Strategies, LLC, pertaining to the disposition of the real property located at 1501 North Decatur Boulevard ($324,000 Earnest Money Deposit) - Ward 5 (Barlow) [NOTE: This item is related to RDA Items 6 and 7 and Council Item 40]

PLANNING - BUSINESS SERVICES DISCUSSION

42. Discussion and possible action regarding the Denial of an Ice Cream Truck License, James D. Williams, dba Straight "A" Ice Cream, 1100 Searles Avenue, James Williams III, Owner, 100% - Ward 5 (Barlow)

RESOLUTIONS - DISCUSSION

43. R-17-2011 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency regarding the Disposition and Development Agreement between the City of Las Vegas Redevelopment Agency and Las Vegas ICE, LLC, for the sale of real property generally located at the southeast corner of Clark Avenue and Las Vegas Boulevard - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-5-2011)]

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

44. 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

45. Bill No. 2011-20 – Authorizes installment-purchase agreements with Bank of America Leasing & Capital, LLC, for taxable direct pay clean renewable energy bonds and taxable direct pay qualified energy conservation bonds for the purpose of financing energy conservation and renewable energy projects. Proposed by: Candace Falder, Director of Finance

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.

46. 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

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.

47. Bill No. 2011-21 Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2012) Proposed by: Jorge Cervantes, Director of Public Works

48. Bill No. 2011-22 Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Proposed by: Jorge Cervantes, Director of Public Works

49. Bill No. 2011-23 – Updates the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan to be consistent with the City's new Unified Development Code. Proposed by: Flinn Fagg, Acting Director of Planning

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

HEARINGS - DISCUSSION

52. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 401 Antelope Way in the amount of $3,606.75 (General Fund) and assess a maximum of $57,550 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON - Ward 1 (Tarkanian)

53. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 5608 Heron Avenue in the amount of $2,953.20 (General Fund) and assess a maximum of $66,550 in daily civil penalties. PROPERTY OWNER: BANK HSBC USA NA TRS - Ward 1 (Tarkanian)

54. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 704 Easy Street in the amount of $2,573 (General Fund) and assess a maximum of $55,550 in daily civil penalties. PROPERTY OWNERS: RAMIRO ORNELAS AND MARIA DELOURDES - Ward 1 (Tarkanian)

55. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 7600 Seagull Avenue in the amount of $3,857.50 (General Fund) and assess a maximum of $41,050 in daily civil penalties. PROPERTY OWNERS: BERNARD L MILES AND DIANE H SCOTT-MILES - Ward 2 (Wolfson)

56. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 1662 G Street in the amount of $14,625.75 (General Fund) and assess a maximum of $145,550 in daily civil penalties. PROPERTY OWNER: WILLIAM PRENTISS - Ward 5 (Barlow)

57. Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1005 North 21st Street in the amount up to $29,554.60. PROPERTY OWNER: HOUSEHOLD FINANCE REALTY CORP NV - Ward 3 (Reese)

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 - DISCUSSION

58. VAR-40375 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: GAETANO D'AGUINO - Request for a Variance TO ALLOW EIGHT PARKING SPACES WHERE 48 ARE REQUIRED on 1.03 acres at 2700 and 2770 Highland Drive (APNs 162-09-202-003 and 004), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

59. VAR-40543 - ABEYANCE ITEM - VARIANCE RELATED TO VAR-40375 - PUBLIC HEARING - APPLICANT/OWNER: GAETANO D'AGUINO - Request for a Variance TO ALLOW A ZERO-FOOT FRONT AND SIDE YARD SETBACK WHERE TEN FEET IS REQUIRED on 1.03 acres at 2700 and 2770 Highland Drive (APNs 162-09-202-003 and 004), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

60. SDR-40374 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-40375 AND VAR-40543 - PUBLIC HEARING - APPLICANT/OWNER: GAETANO D'AGUINO - Request for a Site Development Plan Review TO CONVERT AN EXISTING WAREHOUSE INTO A 45,398 SQUARE-FOOT WHOLESALE SHOWROOM FACILITY WITH A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER WHERE EIGHT FEET IS REQUIRED on 1.03 acres at 2700 and 2770 Highland Drive (APNs 162-09-202-003 and 004), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

61. 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.

62. SUP-40739 - ABEYANCE ITEM - 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.

63. ROC-41161 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: WAI CHUN GINN - Request for a Review of Condition of a previously approved Special Use Permit (SUP-38536) TO AMEND CONDITION NUMBER 6 TO STATE THAT "ALL BEER AND WINE COOLERS SHALL REMAIN IN THEIR ORIGINAL MANUFACTURER'S CONFIGURATION" at 1451 West Owens Avenue (APN 139-28-501-001), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

64. DIR-41270 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: OASIS LAS VEGAS, LLC - Appeal of the denial of a building permit (#182465-C-11) by the Director of the Planning Department for an Off-Premise Sign at 110 North Jones Boulevard (APN 138-25-404-008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

SET DATE

65. 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

66. 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

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

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 20, 2011

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: CITY CLERK
DIRECTOR: BEVERLY K. BRIDGES

SUBJECT:
OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS – COUNCILMAN, WARD 1; COUNCILMAN, WARD 5; AND MUNICIPAL COURT JUDGE, DEPARTMENT 5

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE TEAM OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SENIOR OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF UNITED WAY DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CENTENNIAL HIGH SCHOOL STATE CHAMPION GIRLS BASKETBALL TEAM, BOYS BOWLING TEAM AND GIRLS SOCCER TEAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE LAS VEGAS FIRE & RESCUE DEPARTMENT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE VETERANS MEMORIAL LEISURE SERVICES CENTER FITNESS INSTRUCTORS

City of Las Vegas

Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 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.: **14.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 16, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval of the Grant Agreement between the Commission for the Las Vegas Centennial and the Neon Museum, a 501c3, providing $150,000 for the restoration and reconstruction project of the interior lobby build out of the La Concha Motel located at 770 Las Vegas Boulevard North – Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $150,000
Funding Source: Commission for the Las Vegas Centennial
Dept./Division: License Plate Revenue

PURPOSE/BACKGROUND:
At the July 26, 2010, Commission for the Las Vegas Centennial Board Meeting, the Board approved a funding allocation of $150,000 and related agreement for the reconstruction of the back end and restoration of the interior of the LaConcha Motel building as a visitors/education/interpretive center and also the visitors center for the Scenic Byways. This build out of the LaConcha lobby is necessary for day to day operations of the museum including ticket sales, staff offices, retail areas and educational areas. Pursuant to the Operating Agreement, the Commission requests ratification of the Commission's funding allocation and related agreement with the Neon Museum. The museum is scheduled to open in May 2012.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Las Vegas Centennial Committee Board Minutes
2. Centennial Grant Agreement between the Commission for the Las Vegas Centennial and the Neon Museum
3. Certificate of Disclosure

July 26, 2010 Centennial Minutes

Called to order by Mayor Goodman at 3:00 P.M.

Board Members Present: Mayor Oscar B. Goodman, Mayor Pro Tem Gary Reese, Richard Bryan, Hannah Brown, Tim Cashman, Robert Stoldal, Ryan Arnold, Jane Pike.

Staff Present: Esther Carter, Teri Ponticello, Scott Adams, Joe Williams, Gwendolyn Barnes.

Guests Present: Linda Miller; Phyllis Weaver, Bill Marion, Courtney Mooney, Nancy Deaner, David Bratcher, Duane La Duke, Ydo Yturralde.

ANNOUNCEMENT RE: COMPLIANCE WITH THE OPEN MEETING LAW

1. **Approval of minutes of the April 26, 2010 Commission for the Las Vegas Centennial.**

   Mayor Goodman made a motion to approve the minutes of the meeting. Mayor Pro Tem Gary Reese seconded the motion to approve the minutes. The motion carried.

2. **Report and presentation of bonding the centennial funds.**

   Scott Adams made a presentation to the board as a follow-up to the April Centennial board meeting where Mark Vincent presented a scenario to bond Centennial funds. Scott handed out materials that showed an estimated cost of $7.5 mil for the Westside School project. He provided a chart that reflected FY11 through FY16 with an estimated plate revenue of $1.6 mil showing a debt service payback of $1M and allowing for smaller Centennial projects such as Helldorado and staff overhead. After the presentation, Mayor Goodman stated he had received a phone call from Rossi Ralenkotter with concerns that bonding all of the Centennial plate revenue is not in the spirit of the purpose of the Centennial

plates. After discussion, all board members stated they are in favor of providing support to Westside School; however, not the entire $7.5 mil. The board also questioned the programming and the purpose of the Westside School. Ydo commented that CM Barlow's intent is to have retail space, meeting rooms and non-profit organizations use.

Mayor Goodman pulled forward item #4 report and update on the Westside School from Courtney Mooney. Courtney handed out a conceptual proposal on Westside School & Variety Learning Center. She explained phases one to four of the proposal. Courtney Mooney stated that initially they were looking to restore the two original buildings on the property. They are now also looking to restore the Variety Day Care site. Studies are being conducted for incoming moisture due to some structural damage.

The pre-planning design phase has been started which was given $300K in funding. They are working in conjunction with the EOB, KCEP, Councilman Barlow's office and Neighborhood Services.

Oral histories are being collected as well.

Mayor Goodman asked what system is being used to update the citizens.

Courtney said they are working with Neighborhood Services and Ward 5 for outreach Brown is also assisting in the efforts.

Ryan Arnold asked if Channel 2 is involved.

Courtney said yes and they are waiting to get back some of the studies to see what kind of involvement will be with the station.

Mayor Pro Tem Reese made a motion to approve the report. The motion carried.

Tim Cashman made a proposal that we don't fund the $7.5 mil and asked Scott to come back to the board with a proposal of $4 mil and also requested CM Barlow to attend the meeting to provide his vision of the Westside School. Mayor Goodman called for a motion to approve Tim's proposal. Motion carried.

3. Report on Centennial expenditures and budget.

Joe Williams said the centennial for year ended June 20 2010 ended the year with an ending fund balance of $3,364,580. Major expenditures for the year were Neon Signs $420K; grant expenditure $291,442 with Floyd Lamb park markers for $200K. Westside School phase III, $300K and the mob museum construction $300K and artifacts $522,500. Clark County Centennial $66,460K. Helldorado received $269,267. Internal charges (labor) was $109,498. Total expenditures

$1,596,031. The Centennial took in license plate revenues of $1,656,592. The revenues are staying constant. Fourth quarter revenue was $434, 881. Mayor Pro Tem Reese made a motion to accept the report. The motion carried.

4. Report and update on the Westside School

Courtney Mooney stated that initially they were looking to restore the two original buildings on the property. They are now also looking to restore the Variety Day Care site. Studies are being conducted for incoming moisture due to some structural damage.

The pre-planning design phase has been started which was given $300K in funding. They are working in conjunction with the EOB, KCEP, Councilman Barlow's office and Neighborhood Services.

Oral histories are being collected as well.

Mayor Goodman asked what system is being used to update the citizens.

Courtney said they are working with Neighborhood Services and Ward 5 for outreach within the community as well as making public service announcements. Hannah Brown is also assisting in the efforts.

Ryan Arnold asked if Channel 2 is involved.

Courtney said yes and they are waiting to get back some of the studies to see what kind of involvement will be with the station.

Mayor Pro Tem Reese made a motion to approve the report. The motion carried.

5. Presentation and possible action regarding a funding request in the amount of $300,000 for the production of the 2011 Helldorado Rodeo.

Duane LaDuke, Executive Director of Helldorado provided a power point summary of the 2010 Helldorado Rodeo. The four day event grew double from the first year in 2009. 285 cowboys attended and 43 of them were NFR qualifiers. We fell short $65K in sponsorships however, with the economy, we still did great! Better flow of pedestrian traffic to the vendors/exhibitors and food booths. A large tent was set up for guests to eat under which provided much needed shade. A bar tent was set up and had drinks each night along with a DJ. This was also the location of the Whiskerino Contest this year. Las Vegas Paving provided a better quality dirt mix which was needed for the arena. They also provided asphalt millings around the pedestrian locations which made it easier for walking the rodeo grounds. A digital scoreboard was added which provided performance playbacks and great for sponsor recognition.

VIP seating above the chutes provided an "up close and personal look" for the sponsors. New seating in the arena provided the first couple of rows with flip up chairs. Synergy Communications did a great job of promoting Helldorado. We will start working now on the 2011 Helldorado Rodeo. With the economy still down, we are anticipating another year of sponsorship being down. With the additional funds we would receive from the centennial committee, it will make it easier to pay for the upfront costs we have with the stock contractor and some of the printing and advertising. Bob Stoldal made comments again about the importance of Helldorado and possibly setting up an escrow account to always make sure there is funding available for Helldorado. Other board members agreed with Mr. Stoldal. Mayor Pro Tem made a motion to approve the funding request. Motion carried.

6. **Presentation and possible action regarding a funding request for the Mob Museum in the amount of $500,000 for construction.**

   David Bratcher made a presentation regarding a proposal for additional construction funding required for the Mob Museum. He stated that with the additional $500,000 they are able to complete the construction. The opening of the museum is on schedule for next summer, 2011. Mayor Pro Tem Gary Reese made a motion to approve the funding request. Motion carried.

7. **Presentation and possible action regarding a funding request for the Neon Museum in the amount of $300,000 for construction.**

   Bill Marion provided the board with an overview of the Neon Museum. They are requesting an additional $300,000 to complete the project. The Mayor stated that the last time they requested funds, they told the board that was the last funding request they would need now they are back for more funds. Mr. Marion stated that some of the projected costs were a little higher than anticipated but this is the final request. After conversation by the board members, they agreed to provide $150,000 in funding and the Neon Museum board would need to find the additional funds required. Mayor Pro Tem Gary Reese made a motion to approve the funding request. Motion carried.

8. **Presentation and possible action regarding a funding request in the amount of $99,000 for a statue for Helen J. Stewart.**

   Friends of the Fort board members, Linda Miller and Phyllis Weaver made a presentation in period clothing for a funding request in the amount of $99K for a life-size statue of Helen J. Stewart. The sculptor Benjamin Victor has been contracted to make the life size statue. The statue will be placed in the Mormon Fort located on Las Vegas Blvd. The board members asked if the statue would be

in a secure location and they stated it would be safe inside the fort. Bob Stoldal made a motion to approve the funding request. Motion carried.

9. Directors Report.

Esther Carter thanked the board members for staying with the centennial for over five years now. She also mentioned that Don Snyder provided a letter of resignation from the board due to other duties he has.

10. Next Meeting.

Mayor Goodman stated the next board meeting is scheduled for Monday, October 25, 2010, 3:00 p.m. in the conference room.

11. Public.

Mayor Goodman asked if anyone would like to speak today on items related to the board meeting. Hearing non, the meeting was adjourned at 4:15 p.m.

CENTENNIAL GRANT AGREEMENT
FOR NEON MUSEUM
LA CONCHA PROJECT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the COMMISSION FOR THE LAS VEGAS CENTENNIAL, a Nevada non-profit corporation ("Commission") and THE NEON MUSEUM, a Nevada non-profit corporation ("Museum").

RECITALS

WHEREAS, the Museum desires to establish a cultural/visitors/educational/interpretive center which will provide residents and tourists of southern Nevada with a facility about the historical and cultural significance on neon signs; and

WHEREAS, the Museum desires to complete the interior buildout of the lobby building in the historic La Concha Motel located next to the Neon Park in the City of Las Vegas which will restore the building for the purpose of having a visitors/educational/interpretive center for the Museum; and

WHEREAS, the Commission has certain funds for grants for historical preservation purposes which are significant to the history of the City of Las Vegas ("Centennial Grant Funds"); and

WHEREAS, upon the request of the Museum, the Commission agrees to provide Centennial Grant Funds for the restoration of the La Concha Motel building in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I
IMPROVEMENTS AND GRANT FUNDS

1.1 Grant of Funds. Subject to the terms of this Agreement, the Commission hereby agrees to provide to Museum a grant in the total amount of One Hundred Fifty Thousand Dollars ($150,000) (the "Centennial Grant") to be used for certain electrical work as part of the restoration and reconstruction of the La Concha Motel building which will be used as a visitors/education/interpretive center for the Museum. The scope of the electrical work is described on Exhibit "A" attached hereto and incorporated herein (the "Improvements").

1.2 Improvements. Museum represents and covenants that it shall be the owner of the Improvements and shall be responsible for the reconstruction, restoration and construction of the

Improvements. Following completion of the Improvements, title to the Improvements, including the La Concha Motel building, will be in the name of the Museum.

1.3 City and Other Governmental Permits. At such time as required by law, Museum shall, at its expense, secure or cause to be secured any and all required permits and pay any and all fees which may be required by the City or any other governmental agency affected by the relocation, reconstruction and restoration of the Improvements.

1.4 Improvements and Expenditure Schedules. As soon as reasonably possible, but not later than the approval of applicable permits through the City of Las Vegas Building Department and/or Planning Department, Museum shall furnish to the Executive Director (a) a proposed construction schedule showing the expected schedule for the reconstruction, restoration and construction of the Improvements; and (b) an expected expenditure of funds schedule showing the amount expected to be spent, its source and the purpose of the expense throughout the period of reconstruction, restoration and construction. The Museum will revise and update these schedules as frequently as necessary and provide a copy to the Commission. Museum will promptly begin, or cause the Museum's contractor to begin and thereafter diligently prosecute to completion the relocation, reconstruction and restoration of the Improvements.

1.5 Rights of Access. For the purposes of assuring compliance with this Agreement, representatives of the Commission shall have reasonable access to any area where the work for the Improvements is taking place without charge or fee and at normal business hours during the period of the Improvements work, including, but not limited to, the inspection of the work being performed for the Improvements.

1.6 Local, State and Federal Laws. Museum shall carry out the reconstruction, restoration and construction of the Improvements, or cause such work to be carried out, in conformity with all applicable laws, including, without limitation, all applicable federal and state labor standards, safety and environmental laws.

1.7 Completion. When the Improvements have been completed, Museum shall provide the Commission with evidence that the Improvements are adequately insured.

1.8 Funding. The Commission shall provide Museum with the Centennial Grant of One Hundred Fifty Thousand Dollars ($150,000) to be utilized by the Museum in the work of the Improvements. The Commission shall provide the Centennial Grant Funds to the Museum provided that the Museum complies with the requirements of this Agreement. The Commission shall not provide any additional funding for the Improvements other than the Centennial Grant.

1.9 Timing. The Commission's Executive Director is authorized to coordinate the disbursement of the Centennial Grant in order that Museum will be able to comply with its contracts with the contractors, subject only to the terms of this Agreement. The Museum shall comply with request for information from the Executive Director so that the Executive Director can be assured that the work and funding of the Improvements are as scheduled and completed. The Executive Director is authorized to implement funding safeguards as deemed reasonably necessary.

1.10 Museum Funding Requests. Subject to the Museum meeting the requirements for the Centennial Grant, when the Museum is in need of funds to be provided from the Centennial Grant, Museum shall furnish the Executive Director with a requisition for the expenditure, which shows the amount, the payee and the contract pursuant to which the expense was incurred. The Executive Director will, during the next succeeding fifteen (15) business days to review the disbursement request and the work (if applicable) performed to see if it complies with this Agreement, and that all mechanics' and/or materialmen's liens that might arise from such work being paid will be waived by such payment. If the payment should be so made, the Executive Director shall so notify the Museum in writing and shall issue a check to the proposed payee.

1.11 Cost Overruns. If the cost of the Improvements, or any portion thereof, exceeds the amounts set forth in the Museum's contracts for the Improvements, Museum shall pay the amount of the excess from the Museum's own funds or any other funds obtained by the Museum or pledged to the Museum to pay any such excess, so long as such excess amounts are not paid from the Centennial Grant Funds.

ARTICLE II
MISCELLANEOUS COVENANTS

2.1 Museum. The Museum promises to maintain its status as a Nevada non profit corporation throughout a term of twenty (20) years from the date of this Agreement.

2.2. Inspections and Reviews. The Museum covenants that it will allow the Commission to inspect its books and records pertaining to the Improvements and this Agreement at all reasonable times and upon reasonable notice.

2.3 Continued Operations. The Museum covenants to operate and maintain the Improvements as a cultural/visitors/educational/interpretive center for the Museum throughout the term of this Agreement.

2.4 Acknowledgement of Centennial Commission. The Museum covenants to acknowledge the Commission for providing Centennial Grant Funds for the Improvements at the La Concha building in all media, print, electronic or otherwise, which is published, printed, distributed or disseminated including, but not limited to, press releases, website content, flyers, advertisements, brochures, etc. The Commission shall have the right to review and approve the acknowledgement prior to its issuance. The Commission shall have the further right to request that any acknowledgement regarding the Commission be terminated and that the Museum shall promptly cease the acknowledgement upon receipt of notice from the Commission.

ARTICLE III
DEFAULTS

3.1 Events of Default. Each of the following shall be deemed an "Event of Default" under this Agreement.

A. Any party to this Agreement fails to pay an amount under this Agreement when due.

B. Any party to this Agreement fails to perform any of its duties or obligations hereunder or to abide by any covenant or representation contained in this Agreement.

C. A party to this Agreement is dissolved or liquidated without the prior written consent of the other party to this Agreement.

D. The entry of a decree or order for relief by a court having jurisdiction in respect of any party in an involuntary case under the Federal bankruptcy laws, or any other applicable Federal or state insolvency or similar laws, or appointing a receiver, liquidator, assignee, custodian, trustee, or similar official for any party to this Agreement, or ordering the winding up or liquidation of the affairs of any party to this Agreement, and the continuance of that decree or order unstayed and in effect for a period of 90 consecutive days.

E. The commencement by any party to this Agreement of a voluntary case under the Federal bankruptcy laws or other applicable Federal or state insolvency or other similar laws, or the consent by a party to this Agreement to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or similar official for or of any substantial part of the property of such party.

Notwithstanding the provisions stated above, no default, including one of the above described defaults, shall constitute an Event of Default unless one or more of the other parties to this Agreement gives the defaulting party to this Agreement notice in writing of the default and such default remains uncured for a period of thirty (30) days if the default is capable of cure. If such default is capable of cure, but not within thirty (30) days, it shall not be an Event of Default if the defaulting party commences to cure the same within the above-referenced thirty (30) day period and prosecutes such cure to completion with all due diligence.

3.2 Remedies for Default.

A. Remedies of Commission. If the Museum is the defaulting party, and an Event of Default has occurred, the Commission shall be entitled to exercise all rights that it has under the terms of this Agreement and may withhold further funding. In addition, subject to Section 4.5 of this Agreement, upon an Event of Default by the Museum, the Commission shall have the right to bring any suit, action or proceeding at law or in equity to enforce its rights under the provisions of this Agreement and to require that the Museum carry out the agreements that it has made hereunder. The suit may be for specific performance, for damages, or for both, and the Commission may also, by action in equity, enjoin any acts or things which are unlawful or in violation of the Commission's rights under this Agreement.

B. Remedies of Museum. Subject to Section 4.5, in the Event of a Default by the Commission hereunder, the Museum shall be entitled to bring a lawsuit at law or in equity seeking damages from the Commission on account of the breach, and the Museum shall also be entitled to bring a lawsuit for specific performance to order the Commission to comply with its

duties under this Agreement, or bring an action for an injunction to enjoin acts of the Commission which may be unlawful or in violation of the rights of the Museum under this Agreement.

3.3 Mutual Remedies. In addition to the remedies stated in Sections 3.1 and 3.2 of this Agreement, the Commission and the Museum shall have all other rights and remedies afforded them by law or in equity for the enforcement of this Agreement if an Event of Default has occurred and one of the other parties is the defaulting party. Subject to Section 4.5, no right or remedy conferred by this Agreement is intended to be exclusive of any other right or remedy, and each and every said right or remedy is cumulative in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity, or by statute.

3.4 No Implied Waivers. The delay or omission of any party in exercising any right or power accruing upon any event of default hereunder shall not exhaust or impair any such right or power, and shall not be construed to be a waiver of any such default or acquiescence therein. Every power or remedy given by this Agreement or at law or in equity may be exercised from time to time and in any manner as may be deemed expedient.

3.5 Effect of Waiver. No waiver of any individual default hereunder by any party shall extend toward any subsequent or other event of default hereunder, or shall impair any rights or remedies for any such subsequent or other event of default hereunder.

ARTICLE IV
MISCELLANEOUS

4.1 Indemnification.

A. The Museum agrees to protect and indemnify and hold the Commission, its directors, officers and employees and agents and each of them, harmless from and against any and all claims, losses, expenses, suits, actions, decrees, judgments, awards, attorneys' fees, and court costs which the Commission, its directors, officers, employees or agents or any combination thereof may suffer or which may be sought against or recovered or obtained from the them as a result of or by reason of or arising out of or in consequence of (i) the reconstruction, restoration, construction, operation or maintenance of the Improvements pursuant to this Agreement by such indemnifying party (including, without limitation, any claims of any business located on or adjacent to the area in which the Improvements are to be constructed or the owner of any such business or of the property on which the business is located that the manner of construction, operation, or maintenance of the Improvements by such indemnifying party unreasonably interferes with the business or property or constitutes an inverse condemnation of all or a part of that business or property), (ii) any environmental or hazardous waste condition hereafter existing on any of the property which is a part of the Improvements project under the control of such indemnifying party which was caused by the action of the Museum, or any contractor, subcontractor, agent, licensee or anyone who is directly employed by the Museum, or any of its contractors, subcontractors or agents, in connection with the Improvements, or (iii) any act or omission, negligent or otherwise, of the Museum, or any of its

contractors, subcontractors, agents, licensees or anyone who is directly employed by the Museum, or any of its contractors, subcontractors, agents or licensees, in connection with the Improvements.

B. The Museum agrees that it shall at its sole cost and expense defend the Commission, its directors, officers, employees and agents and each of them in any suit or action for which the Museum has agreed to indemnify the Commission, its directors, officers, employees or agents. The Commission shall promptly notify the Museum of any claim made against it for which it may seek indemnification and shall fully cooperate with the Museum in the defense and/or settlement thereof. If the Museum fails to defend the Commission as herein provided, the Commission shall have the right but not the obligation to defend the same and charge all of the direct or incidental costs of such defense, including, without limitation, any attorneys' fees or court costs to, and recover the same from, the Museum.

C. No indemnification is required to be paid by the Museum for any claim, loss or expense arising from the willful misconduct or gross negligence of the Commission or its directors, officers or employees.

D. The provisions of this Section 4.1 shall survive the termination of this Agreement. It is not intended by the parties hereto that the indemnification provided in this Section 4.1 revive any claim of, or extend, any statute of limitations, which has run or expired against any party or third party.

4.2 No Third-Party Beneficiaries. None of the provisions of this Agreement is intended to, and none shall, constitute the general public, any member thereof, or any other person a beneficiary or third party beneficiary hereunder or to authorize anyone who is not a party to this Agreement to maintain any suit for personal injuries, other damage, or any other cause of action, pursuant to this Agreement.

4.3 Delay of Performance. The parties' respective obligations hereunder are subject to the following:

A. Force Majeure. In the event timely performance is prevented by an occurrence beyond the control of and without the fault of the party that is required to perform (financial inability excepted), such as, but not limited to, an act of God, the act of war, flood, earthquake, labor dispute, governmental regulations (other than existing applications of existing regulations of which the parties could reasonably be expected to be aware on the date hereof) or control and shortage of materials, the time in which performance is required to occur shall be continued for a reasonable period of time, not less than the number of days the party was delayed by the occurrence.

B. Reasonable Requests for Extension. If the party expected to perform reasonably requests an extension of time to perform, that request will not be unreasonably denied. This clause shall not apply to any delay exceeding one (1) year from the date for performance specified herein.

4.4 Contract Interpretation. All questions concerning interpretation or clarification of this Agreement will be resolved if possible by the representatives of the Commission and the Museum administering this Agreement. If those parties are unable to resolve the question, any party to this Agreement involved in such dispute may request in writing a meeting of the President of the Museum, and the Executive Director or designee to attempt to resolve the question. The parties involved in such dispute agree to use their best efforts to cause those individuals to meet within five (5) days of a request. If there is no resolution to the question within ten (10) days after such request any party involved in such dispute may request binding arbitration as provided in Section 4.5.

4.5 Arbitration. All claims, disputes, or other questions that may arise between the Commission and the Museum concerning any provision or provisions of this Agreement which cannot otherwise be settled and which have not been waived, must be submitted to and be finally settled by binding arbitration in the manner set forth in this Section. After expiration of the ten (10) day period referred to in Section 4.4, any party, by written notice to the other, may demand arbitration. The notice to arbitrate shall provide a complete statement of the nature of the claim and the amount of money in dispute, if known. The notice to arbitrate shall be null and void if received beyond the time allowed by law for the presentation of the claim to the Commission Board of Directors, if applicable, or filing of a lawsuit, whichever occurs first, presenting the same claims as those presented in the notice to arbitrate. Except as provided to the contrary in these provisions on arbitration, the arbitration shall be in conformity with and subject to applicable rules and procedures of the American Arbitration Association. If the American Arbitration Association is not then in existence or for any reason fails or refuses to act, the arbitration shall be in conformity with and subject to the provisions of the Nevada Uniform Arbitration Act as they stand amended at the time of the notice. The arbitrators shall be persons knowledgeable about the subject matter of the arbitration and they shall be bound by this Agreement. All arbitrators shall be impartial and unrelated, directly or indirectly, so far as employment of services is concerned, to any party. The Commission and the Museum shall pay one-half the cost of arbitration including, without limitation, arbitrators' fees. Within twenty (20) days after notice requiring arbitration, the Commission and the Museum shall appoint one arbitrator and give notice of the appointment to the other party included in the dispute. The two arbitrators shall choose a third arbitrator within ten (10) days after appointment of the second. If any party fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Eighth Judicial District Court of the State of Nevada, acting in his or her individual and nonofficial capacity, on the application of any party involved in the dispute and on five (5) days' notice to the other parties involved in the dispute; provided that any party involved in the dispute may, by notice given before commencement of the arbitration hearing, consent to arbitration by the arbitrator appointed by another party. In that event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed. All arbitration proceedings shall be held in Clark County, Nevada. The arbitrator(s) shall investigate the facts and shall hold hearings at which the parties may present evidence and arguments, be represented by counsel and conduct cross-examination. The arbitrator(s) shall render a written decision upon the matter presented to them by majority vote within ninety (90) days after the date upon which the last arbitrator is appointed. The parties waive any right to a trial de novo and the decision rendered in such arbitration shall be final and binding on the parties and judgment thereon may be entered by any

court having jurisdiction thereof. All fees, costs and/or expenses of the arbitration, excluding preparation and presentation, shall be assessed equally against the Commission and the Museum. The Museum shall carry on the work and maintain progress, and the Commission shall continue to perform, during any arbitration, court proceedings or any other disputes, unless the duty of such party to so perform is the subject of the dispute or a reasonable person would consider it imprudent to proceed further because of the default in question. The Commission and the Museum shall each pay their own costs for preparation of and presentation of all claims. For purposes of payment of an arbitrated claim under the terms of this Agreement, the definition of "due and payable" of a claim, shall be the date of the arbitration decision of that claim, plus forty-five (45) calendar days. Interest will be allowed from the date the arbitrators decide payment should have been made at the prime rate referred to in NRS 99.040 plus 2 % per annum.

4.6 Successors: Assignments. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise permitted herein, no assignment of this Agreement or any right or obligation hereunder by any party hereto shall be valid unless the other party hereto consents to such assignment in writing.

4.7 Entire Agreement. This Agreement, including any exhibits hereto constitutes the entire agreement of the parties hereto. The parties may modify this Agreement, but only by a written instrument signed by each party.

4.8 Further Assurances. The Museum and the Commission agree to do such further acts and things and to execute and deliver to the other such additional certificates, documents and instruments as they may reasonably require or deem advisable to carry into effect the purposes of this Agreement. Without limit or foregoing, the Commission will execute and acknowledge the instruments reasonably requested by the Museum evidencing termination of this Agreement.

4.9 Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

If to the City:

Commission for the Las Vegas Centennial
c/o Executive Director
401 S. Fourth Street, Suite 140
Las Vegas, Nevada 89101

If to the Museum:

The Neon Museum
c/o President
821 Las Vegas Boulevard South
Las Vegas, Nevada 89101

Notices delivered personally shall be deemed received on delivery and notices by mail shall be deemed received upon receipt or first attempted delivery, whichever first occurs. Any party hereto may change the above addresses by notice delivered to the other parties as provided in this Section, provided that a notice of change of address shall not be effective against any party until actually received by such party.

4.10 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof that can be given effect without the invalid or unenforceable provision and the parties agree to replace such invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

4.11 Authorized Representatives. Each party hereto shall by written notice to the other parties designate an authorized representative, who will be responsible for all acts and approvals on behalf of that party except as otherwise specified in that notice. The authorized representative may be changed from time to time by notice to the parties designating the new authorized representative. Any such designation by the Commission must be signed by the Executive Director. Any such designation by the Museum must by signed by the President thereof. Until another person is designated, the Museum hereby designates Nancy Deaner, its President, as its authorized representative and the Commission hereby designates its Executive Director as its authorized representative.

4.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

4.13 Interpretation. The captions appearing at the commencement of the Articles and Sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

4.14 Termination Date. Except as otherwise provided in Section 4.1D hereof, and in this Section, this Agreement shall be in effect from the date and year first mentioned above until the Improvements have been completed and all obligations pursuant to this Agreement fulfilled.

4.15 Time Calculation. Whenever in this Agreement a reference is made to a period of days, the same shall mean calendar days unless otherwise specified, provided that should any time period so computed end on a non-business day, the time shall be extended to the next business day.

. . .
. . .
. . .
. . .
. . .
. . .

4.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute the same Agreement.

IN WITNESS WHEREOF the Commission and the Museum have caused this Agreement to be executed as of the day and year first mentioned above.

COMMISSION FOR THE LAS VEGAS CENTENNIAL

By: _____
Oscar B. Goodman, President

ATTEST:

Esther Carter
Esther Carter, Secretary

APPROVED AS TO FORM:

3/29/11
Date

THE NEON MUSEUM

By: Nancy Deaner
Nancy Deaner, President

Exhibit "A"

PENTA

The PENTA Building Group

Nevada Contractor's License Number - 0050760

NEON MUSEUM

Job Duration (Months):	5.98 Months
Area Square Footage:	3,380 SF
Print Time:	1/14/11 10:26 AM

Area: Area 01 (Visitor's Center (from foundations up))

January 14, 2011

Description		Estimate	Price per SF
1 - GENERAL CONDITIONS:			
General Conditions		$ 80,577	$ 23.84 /SF
Project Specific Conditions		$ -	$ -
2 - SITEWORK:			
Earthwork		$ 18,147	$ 5.37 /SF
Selective Demolition		$ 1,967	$ 0.58 /SF
Site Utilites		$ -	$ -
Site Concrete / Asphalt Paving		$ 3,056	$ 0.90 /SF
Landscaping		$ -	$ -
Fencing		$ 15,368	$ 4.55 /SF
3 - CONCRETE:			
Concrete		$ 52,554	$ 15.55 /SF
Rebar		$ 6,316	$ 1.87 /SF
4 - MASONRY:			
Masonry		$ 13,440	$ 3.98 /SF
5 - STRUCTURAL STEEL & MISC. METALS:			
Structural Steel		$ 46,695	$ 13.82 /SF
Miscellaneous Metals		$ 36,057	$ 10.67 /SF
Expansion Joint Covers		$ 4,930	$ 1.46 /SF
6 - WOODS & PLASTICS:			
Rough Carpentry		$ 2,048	$ 0.61 /SF
Millwork & Trim		$ 37,680	$ 11.15 /SF
7 - THERMAL & MOISTURE PROTECTION:			
Roofing		$ 61,685	$ 18.25 /SF
Waterproofing		$ -	$ -
Thermal / Sound Insulation		$ 8,500	$ 2.51 /SF
Fireproofing		$ 13,041	$ 3.86 /SF
EIFS / Portland Cement Plaster		$ 76,750	$ 22.71 /SF
Metal Panels / Sheet Metal		$ -	$ -
8 - DOORS & WINDOWS:			
Doors, Frames & HW		$ 14,800	$ 4.38 /SF
Operable Partitions / Coiling Doors		$ 4,130	$ 1.22 /SF
Glass & Glazing		$ 137,350	$ 40.64 /SF
9 - FINISHES:			
Framing & Drywall		$ 118,100	$ 34.94 /SF
Paint / WC / Plaster / Special Finishes		$ 23,000	$ 6.80 /SF
ACT / Specialty Ceilings		$ 4,600	$ 1.36 /SF
Stone & Tile		$ 39,477	$ 11.68 /SF
Resilient Flooring / Carpet		$ 14,935	$ 4.42 /SF
10 - SPECIALTIES:			
Toilet Partitions		$ 2,875	$ 0.85 /SF
Toilet Accessories		$ 3,016	$ 0.89 /SF
Other		$ 1,250	$ 0.37 /SF
12 - FURNISHINGS:			
Furnishings - FF&E		$ -	$ -
15 - MECHANICAL:			
Fire Protection		$ -	$ -
Plumbing		$ 44,650	$ 13.21 /SF
HVAC		$ 74,200	$ 21.95 /SF
16 - ELECTRICAL: Electrical		$ 167,700	$ 49.62 /SF
	SUBTOTAL:	$ 1,128,893	$ 333.99 /SF
BUILDER'S RISK INSURANCE:	0.04%	$ 449	$ 0.13 /SF
GENERAL LIABILITY INSURANCE:	0.72%	$ 9,007	$ 2.66 /SF
SUBCONTRACTOR BONDS:	1.10%	$ 12,522	$ 3.70 /SF
GENERAL CONTRACTOR BOND:	0.91%	$ 11,371	$ 3.36 /SF
DRAWING DEVELOPMENT CONTINGENCY:	3.50%	$ 40,678	$ 12.04 /SF
GENERAL CONTRACTOR FEE:	4.00%	$ 48,117	$ 14.24 /SF
	TOTAL:	**$ 1,251,037**	**$ 370.13 /SF**
BREAKOUT - VISITOR'S CENTER:			$ 1,251,037
BREAKOUT - BONEYARD:			$ 276,194
BREAKOUT - SITE::			$ 79,842
ADD ALT - USE UNIT PAVERS IN LIEU OF CONCRETE FLATWORK @ BONEYARD (Reference Sheet A0.02 dated 09.30.11 for extents of Unit Pavers)			$ 35,600

SPECIFICATION INDEX ELECTRICAL/LOW VOLTAGE

26 05 00	COMMON WORK RESULTS FOR ELECTRICAL
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
26 05 33	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS
26 09 23	LIGHTING CONTROL DEVICES
26 24 13	SWITCHBOARDS
26 24 16	PANELBOARDS
26 27 26	WIRING DEVICES
26 28 13	FUSES
26 28 16	ENCLOSED SWITCHES
26 51 00	INTERIOR LIGHTING
27 05 00	COMMON WORK RESULTS FOR COMMUNICATIONS
27 15 00	COMMUNICATIONS HORIZONTAL CABLING

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 **The Neon Museum**	
Address **821 Las Vegas Blvd N, Las Vegas NV 89101**	
Telephone **702-387-6366**	
EIN or DUNS **88-0383932**	**Contract # 110158-PH**

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company X 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.	MICHAEL CRANDALL	3900 PARADISE RD STE 101, LAS VEGAS NV 89169	702-947-8330 EXT. 1122
2.	NANCY DEANER	401 S 4TH ST STE 140, LAS VEGAS NV 89101	702-229-6712
3.	PATRICK DUFFY	PO BOX 14983, LAS VEGAS NV 89114-4983	702-733-6852
4.	DONNA ENGELLENNER	2810 SOMERSET SPRINGS, HENDERSON NV 89052	702-227-0666
5.	ALEXANDRA EPSTEIN	600 E FREMONT ST, LAS VEGAS NV 89101	702-385-5200 EXT. 6000
6.	BONNIE FOGEL	2425 PALOMINO LN, LAS VEGAS NV 89107	702-616-9280
7.	CATHIE KELLY	PO BOX 455002, LAS VEGAS NV 89154-5002	702-565-5479
8.	BILL MARION	3455 CLIFF SHADOWS PKWY STE 190, LAS VEGAS NV 89129	702-222-2362
9.	ADRIANA MARTINEZ	400 STEWART AVE, LAS VEGAS NV 89101	702-229-5392
10.	ROB MCCOY	6700 VIA AUSTI PKWY, LAS VEGAS NV 89119	702-244-7575

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Disclosure of Ownership/Principals – Continuation

JOHN NELSON	3773 HOWARD HUGHES PKWY, SUITE 100 N LAS VEGAS, NV 89169 702-650-8401
KATIE O'NEILL	2680 MYSTERE CT. LAS VEGAS, NV 89117 347-446-2755
HELEN P. TOWLERTON	723 OAKMONT AVE # 3409 LAS VEGAS, NV 89109 702-371-7474
HELENE WALKER	2608 WIMBLDEON WAY LAS VEGAS, NV 89107 702-897-3080
DOROTHY WRIGHT	5711 ALFRED DRIVE LAS VEGAS, NV 89108 702-648-4912
STEPHANIE YOUNGBLOOD	500 SOUTH RANCHO ROAD #9 LAS VEGAS, NV 89106 702-870-8060

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.

Nancy Deaner
Name

April 5, 2011
Date

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

Arlene Coleman
Notary Public

ARLENE COLEMAN
Notary Public State of Nevada
No. 00-66111-1
My appt. exp. Nov. 13, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval of Retainer Letter Agreement between Michael C. Niarchos of Rosenfeld and Rinato and City Parkway V, Inc., for professional services for City Parkway V, Inc., the Department of Economic and Urban Development and any other business related matters ($137,000 annually - City Parkway V, Inc.)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $137,000
Funding Source: City Parkway V, Inc.
Dept./Division: Economic and Urban Development, City Parkway V, Inc.

PURPOSE/BACKGROUND:
Michael C. Niarchos will be retained to represent City Parkway V, Inc., the Department of Economic and Urban Development and any other business related matters. This retainer letter covers the period from May 6, 2011 through May 5, 2012 with one one-year option to renew.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Retainer Letter Agreement

ROSENFELD & RINATO

9029 S. Pecos, Suite 2800
Henderson, Nevada 89074
Telephone: (702) 386-8637
Facsimile: (702) 385-3025

April 11, 2011

City Parkway V, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Elizabeth N. Fretwell, President

Re: Legal Representation by Michael C. Niarchos

Dear Ms. Fretwell:

You have requested that I represent City Parkway V, Inc. ("CPV") with regard to matters related to various redevelopment and other projects undertaken from time to time by CPV and its related entities, including, without limitation, the City of Las Vegas Redevelopment Agency and the office of Economic and Urban Development (the "Representation").

The Representation will be undertaken by Michael C. Niarchos. In connection therewith, the Representation will be undertaken at a fixed monthly fee of $11,000.00. In addition, the firm will be entitled to an expense reimbursement of up to $5,000 per year. The monthly fee will be in full payment of all services and will be nonrefundable and not subject to increase notwithstanding the amount of services provided in any month in connection with the Representation. Mr. Niarchos, by signing this letter, agrees to provide all services required by the Representation unless otherwise approved by CPV. The parties agree to meet as requested from time to time in order to review the scope of services provided by Mr. Niarchos.

The payment of monthly fee and Representation will commence on May 1, 2011. The Representation will be for a period of two years, expiring on April 30, 2013. The monthly fee will be paid within thirty (30) days of receipt of a monthly bill for the fee. From and after your acceptance of this letter, this letter, along with Attachment "A", shall

constitute our written engagement agreement. After you have reviewed this letter along with such attachments and addendum, you are welcome to discuss them with me, or, if you wish, with independent counsel of your choice. If the terms of our engagement are acceptable, please sign and return the original of this letter and retain a copy for your records.

Very truly yours,

Michael C. Niarchos, ESQ.

Accepted: City Parkway V, Inc.

By: _____
Elizabeth N. Fretwell, President

Approved as to form:

By: _____ 4/11/11
Date

ATTEST:

_____
Scott D. Adams, Secretary

ATTACHMENT "A"

PRACTICES DESCRIPTION

1. *Client.* Our client(s) in this matter will be the party(ies) listed as addressee(s) in the accompanying retainer letter. To the extent that our original client controls or is controlled by affiliated individuals or entities, this agreement will govern any relationship we might develop with the additional affiliates as well, except to the extent we and such affiliates enter into separate engagement letters.

2. *Responsibility for Payment.* Each of our clients is responsible for the timely and full payment for our services and costs. Where we have more than one client in a matter, each client is jointly and severally responsible for the entire amount of our charges.

3. *The Work.* If you have questions about our work you should feel free to ask them. We do not, however, guaranty or insure any result or opinion. Often the scope of our representation changes over time as matters develop. We do not seek formal written confirmation of this expanded or changed responsibility; however, if from time to time you would feel more comfortable with a formal confirmation, please let us know at that time and we will provide one. Unless otherwise agreed, the retainer letter and this Practices Description will govern the expanded or changed representation as well as the original representation.

4. *Privilege.* Generally, the communications between a client and a lawyer are privileged. This privilege belongs to the client and can be waived by the client only.

5. *Information.* The relationship between lawyer and client is based on the candid exchange of information and ideas. We encourage you to ask questions and to probe our advice. We also expect that our clients will be straightforward with us in supplying information, in keeping us apprised of developments, in answering our questions, and in making information and personnel available to meet time commitments given to court, opposing or other counsel, or other necessary in connection with your matter.

6. *Personnel.* Michael C. Niarchos will be conducting the Representation.

7. *Billing and Payment Procedures.* Unless other arrangements are made at the time of the engagement, bills will be sent monthly.

8. *Withdrawal.* Our clients have the absolute right to withdraw from our representation without having to state or prove any cause for the withdrawal at any time prior to trial. To the extent allowed by law and the rules of professional conduct, we also retain the right to withdraw with or without cause upon reasonable prior written notice. We will have the right to withdraw if our fees are not paid when due, if our client refuses to cooperate or follow our advice on a material matter, or where we have a conflict of interest or it otherwise becomes unlawful or unethical to continue our representation. Specifically, it is expressly understood that should a client fail to make payments on the earlier of: (a) demand, either verbal or in writing, by us for

payment of outstanding amounts billed or requested for replenishment of the Retainer, or (b) thirty (30) days from presentation of an invoice for payment, we may immediately withdraw from representation. Once a decision to withdraw has been made, we may continue to do sufficient work on the matter to provide for an orderly transition and to give our client a reasonable opportunity to arrange new representation.

9. *Miscellaneous*. This Practices Description and the retainer letter will be construed under Nevada law, without regard to its principles of conflict laws. In the event of any dispute between our client(s) and us, the exclusive jurisdiction for resolution thereof will be the federal and state courts located in Clark County, Nevada, or, if the dispute concerns our fees, the Fee Dispute Committee of the State Bar of Nevada, and in the event of any arbitration, such proceedings will be held in Clark County, Nevada. The retainer letter may be executed in counterparts. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one and the same instrument. The retainer letter may be executed by a facsimile of the signature of any party, with the facsimile signature having the same force and effect as if it had been executed by the actual signature of any party.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 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: $60,268,883.01
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 03/15/11 - 03/31/11

City of Las Vegas

Summary of Cash Expenditures

For period of 03/16/11 to 03/31/11

Total Services & Materials Checks :	**$8,180,758.21**
Total Services & Materials EFT Payments :	**$10,603,838.16**
Total Wire Transfers:	**$35,339,026.61**
Total Payroll Checks:	**$6,145,260.03**
Grand Total:	**$60,268,883.01**

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 20, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Approval of an Interlocal Agreement between the Southern Nevada Water Authority, the City of Las Vegas, the City of Henderson and the Clark County Water Reclamation District to correct the distribution of a quarter (1/4) cent sales tax funding to member agencies - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
An Interlocal Agreement was signed in 2000 between the Southern Nevada Water Authority, the City of Las Vegas, the City of Henderson and the Clark County Water Reclamation District to distribute 38% of the 1997 Nevada Legislature imposed quarter (1/4) cent sales tax to member agencies. A recent review of the distributions revealed an error in the original calculation. This Interlocal Agreement provides an equitable means of rectifying the error through payment to the City of Las Vegas for 96 months beginning July 2011. Total amount to be repaid is $6,162,798.44 to the Sanitation Enterprise Fund.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE SOUTHERN NEVADA WATER AUTHORITY, THE CITY OF LAS VEGAS, THE CITY OF HENDERSON AND THE CLARK COUNTY WATER RECLAMATION DISTRICT

WHEREAS, the 1997 Nevada Legislature imposed a quarter (1/4) cent sales tax to pay for regional water and wastewater infrastructure improvements; and

WHEREAS, an Interlocal agreement was signed in 2000 between the Southern Nevada Water Authority (SNWA) and the member agencies of City of Henderson (Henderson), City of Las Vegas (CLV), and the Clark County Water Reclamation District (District) to distribute thirty eight (38%) percent of the 1/4 cent sales tax to the member agencies using a calculation based on influent flows and equivalent residential units (ERU); and

WHEREAS, a recent review of the distributions revealed an error in the original calculations that resulted in incorrect amounts distributed to the District, Henderson and CLV for Calendar Years 2001 through May, 2010; and

WHEREAS, the calculations revealed that the District was overpaid three million, five hundred seventy nine thousand, eight hundred six dollars and fifty six cents (3,579,806.56) which should have been paid to the CLV; and

WHEREAS, the calculations revealed that Henderson was overpaid two million, five hundred eighty two thousand, nine hundred ninety one dollars and eighty eight cents (2,582,991.88) which should have been paid to the CLV; and

WHEREAS, the parties desire to determine an equitable means by which the overpayment may be rectified;

NOW, THEREFORE, in consideration of the mutual terms and conditions, the parties agree as follows:

1. SNWA shall use the existing ¼ cent sales tax distribution mechanism to reallocate thirty seven thousand, two hundred eighty nine dollars and sixty five cents ($37,289.65) of the District's monthly share of the 1/4 cent sales tax distribution to the CLV for the next ninety six (96) months, with the first monthly share reallocation applied to the July 2011 distribution.

2. SNWA shall use the existing ¼ cent sales tax distribution mechanism to reallocate twenty six thousand, nine hundred six dollars and seventeen cents ($26,906.17) of Henderson's monthly share of the 1/4 cent sales tax distribution to the CLV for the next ninety six (96) months, with the first monthly share reallocation applied to the July 2011 distribution.

3. The CLV agrees to the payment schedule and acknowledges and agrees that no interest shall be paid on the tax distribution adjustment.

4. The parties agree that at the conclusion of the 96 months, the underpayment shall be deemed paid in full. The CLV further agrees that the terms set forth in this agreement resolve all claims, disputes, actions and remedies the CLV may assert and shall forever settle, adjust and discharge all claims and obligations arising out of the overpayment of Henderson and the District.

5. This Agreement shall not be construed as, nor deemed to be, an Agreement for the benefit of any third (3rd) party or parties, and no third (3rd) party or parties shall have a right of action hereunder for any cause whatsoever.

6. Should any section or any part of this Agreement be rendered void, invalid, or unenforceable by any Court of Law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any other portion of any section of this Agreement.

7. The drafting, execution and delivery of the Agreement by the parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. The Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein or expressly incorporated herein by reference thereto.

8. It is specifically recognized and agreed by all parties hereto, that this agreement is not to be interpreted or constructed as establishing a precedent for any further agreement, covenant or commitment on the part of any party hereto and should be considered a stand-alone document without establishing any future obligations, other than as described herein, on the part of any party hereto.

9. This Agreement may not be modified unless such modification is in writing and signed by all parties to this Agreement.

10. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective July 1, 2011.

SOUTHERN NEVADA WATER AUTHORITY

By: _____
Patricia Mulroy, General Manager Date

Approved as to legality and form:

By: _____
Brian Chally, Deputy Counsel Date

CLARK COUNTY WATER
RECLAMATION DISTRICT

By: _____
Lawrence Brown, Chairman

ATTEST:

By: _____
Diana Alba, Secretary

Approved as to legality and form:

By: _____
Carolyn C. Campbell
Deputy District Attorney

CITY OF LAS VEGAS

By: _____
Oscar B. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC
City Clerk

Approved as to form:

By: _____
James B. Lewis
Deputy City Attorney

CITY OF HENDERSON

By: _____
Andy Hafen
Mayor

ATTEST:

By: _____
Sabrina Mercadante, CMC
City Clerk

Approved as to legality and form:

By: _____
Terri A. Williams
Assistant City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Approval of award of Agreement No. 110183-TF, Prime Design Services Agreement for the Las Vegas Wash Middle Branch, Grand Teton Storm Drain located on Grand Teton Drive between Rainbow Boulevard and Durango Drive - Department of Public Works - Award recommended to: VTN NEVADA ($600,000 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $600,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for the final design documents for the Las Vegas Wash Middle Branch - Grand Teton storm drain. Funding for this project is provided by the Regional Flood Control District. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: T. Fernandez
POC: Chad Halverson - (702) 873-7550

RECOMMENDATION:
That City Council approve award of Agreement No. 110183-TF, Prime Design Services Agreement for Las Vegas Wash Middle Branch, Grand Teton Storm Drain to VTN Nevada in the amount of $600,000. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110183-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES AGREEMENT
FOR
LAS VEGAS WASH MIDDLE BRANCH, GRAND TETON STORM DRAIN

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 **VTN NEVADA**, (the "Consultant"), a **Corporation**, whose address is **2727 South Rainbow Boulevard, Las Vegas, NV 89146**.

WITNESSETH:

WHEREAS, the City intends to construct the **Las Vegas** Wash Middle Branch, Grand Teton Storm Drain (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 or (ii) 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 3/29/11
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 (City) and VTN Nevada (Consultant) is to prepare the Final Design documents for the Las Vegas Wash Middle Branch, Grand Teton Storm Drain – Rainbow Boulevard to Durnago Drive Project. This project is described in the 2008 Master Plan Update as Facility Numbers LVMD 2632, 2661, 2711, 2737, and 2763. The upstream approximately 1,500 feet of the proposed storm drain facility is not currently included on the 2008 MPU, and a Master Plan Amendment to add the facility is included in the scope of services for this project.

As shown on the *Las Vegas Wash Middle Branch, Grand Teton Storm Drain (Rainbow Boulevard to Durango Drive) 30% Predesign Drainage Report*, dated December 2010, prepared by the City of Las Vegas Public Works Department, the plans will include an RCB facility between Durango Drive and the existing 6-12'x5' RCB facility located approximately 1,100 feet west of Rainbow Boulevard. The project will also include a facility to intercept flows at the Ackerman Channel, design of local storm drain lateral facilities for ¼ mile to the north and south of Grand Teton Drive on Durango Drive, accommodation for a future local storm drain facility at Buffalo Drive, and collection facilities on Grand Teton Drive at Durango Drive, Cimarron Road, Buffalo Drive, and additional locations as necessary to meet street flow criteria.

100.2 Construction Cost Budget

100.2.1 Construction Cost Budget: **$0.00**

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

100.4.2 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. 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 – 70% Design Phase

100.6.14.3 Article 103 – 90% Design Phase

100.6.14.4 Article 104 – 100% Design Phase

100.6.14.5 Article 105 – Bid Phase

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 shall prepare and distribute draft meeting minutes to the City's Representative (an e-mail to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative after receipt of comments.

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 15 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 three business days following the progress/coordination meeting, the Consultant shall prepare and distribute draft meeting minutes to the City's Representative (an email to the City's Project Manager of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments.

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, Nevada Power Company, Embarq, 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.

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. Major utility relocation design plans, including major sewer

relocations, 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.

101.3.2.2 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. Major utility relocation design plans, including major sewer relocations, 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.

101.3.2.3 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 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 (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. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project:

101.4.2.1 Clark County Offsite Permit

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications.

101.5 Section 8 Screening

101.5.1 The Consultant shall initiate the facility-specific environmental review by performing preliminary screening analysis to determine the potential for project impacts to geology and soils, paleontology, surface water, groundwater, biological resources, cultural resources, air quality, visual resources, recreation, hazardous materials and land use. If the initial screening concludes that no potential impacts are to be

expected, the Consultant will prepare a letter/memorandum documenting the review process for submittal to the CCRFCD. If the initial screening concludes that potential impacts are expected, then a facility specific environmental review will be performed per CCRFCD requirements. Facility specific environmental review will be performed per CCRFCD requirements. Facility specific environmental review, if required, is not a part of this scope and will be conducted only upon separate authorization under Additional Services.

101.5.2 Deliverables: The Consultant shall submit one (1) copy of the Section 8 Screening to the City and one (1) copy to CCRFCD for review and approval. In addition, the Consultant shall send a courtesy letter to the Army Corp of Engineers to confirm no impact to the waters of the U.S.

101.6 Utility Potholing

101.6.1 The City of Las Vegas has acquired 17 preliminary potholes in association with the 30% design plans. The Consultant will acquire additional potholes.

101.6.2 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 40 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.

101.6.3 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.

101.6.4 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.

101.7 Survey

101.7.1 Control Survey will be provided by the City of Las Vegas. Control surveys for the project 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. The City of Las Vegas will establish roadway alignments from control information found in the field and record information. The Consultant will not provide additional Control Survey for the Project.

101.7.2 Design Survey will be provided by the City of Las Vegas. Aerial mapping and field design surveys will be used to develop engineering base sheets and digital terrain models (DTM). 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. The Consultant will not provide additional Design Survey for the Project. Specifically these tasks shall include, but are not limited to, the following:

101.7.2.1 The City of Las Vegas will 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.

101.7.2.2 The City of Las Vegas will set panel locations for control in obtaining aerial topography and will provide topographic mapping to be at 1″ = 40′ horizontal with a contour interval of 1-foot, based upon a published City benchmark.

101.7.2.3 The City of Las Vegas will 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.

101.7.2.4 The City of Las Vegas will establish Project coordinate system.

101.7.2.5 This City of Las Vegas will supply all survey in ground coordinates and tied to state plane coordinates (horizontal) and NAVD 88 (vertical).

101.7.2.6 The City of Las Vegas has conducted a field survey, in association with the 30% design plans. The Consultant shall review this field survey and prepare additional field survey request(s), identifying any additional field survey needs. The City of Las Vegas shall conduct

additional field survey based on this request(s). The Consultant shall make a reasonable effort to consolidate additional field survey requests.

101.7.2.7 Survey of additional potholes will be performed by the Subsurface Utility Engineer sub-consultant or the City of Las Vegas Survey section.

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

101.8 Right-of-Way

101.8.1 With the 30% Design Plans, the City of Las Vegas used 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. The City of Las Vegas established existing property lines and labeled all lots with the current owners name and APN.

101.8.2 Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

101.8.3 Based on the 70% design, the Consultant will identify any AEPs 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 8-1/2" x 11" exhibits for the City to be sent to the affected property owners showing the location of the 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.

101.8.4 Deliverables: 8-1/2"" x 11" exhibits at the 70% Submittal as outlined in 102.2.3.

101.9 Records Review, Information Research and Analysis of Data

101.9.1 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.

101.9.2 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.

101.9.3 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.

101.10 Geotechnical Investigation – The Consultant shall utilize the following Geotechnical Data Report, which was separately contracted through the City of Las Vegas, and provided by the City to the Consultant for use on the Project:

Geotechnical Evaluation
Las Vegas Wash Middle Branch, Grand Teton Storm Drain (Rainbow Boulevard to Durango Drive)
Las Vegas, Nevada

Prepared by GES, Inc.
June 9, 2010
Project No. 20051904C18

101.11 30% Design Phase

101.11.1 30% Design Phase Plans – 30% design plans for the Project have been prepared by City of Las Vegas staff. The City of Las Vegas shall provide the Consultant with all available backup data used in the development of the 30% design, including digital design drawings, topography, survey and pothole data, utility as-built response letters and as-built drawings. The City, at the request of the Consultant, will also provide reference studies and reference construction documents used in the development of the 30% design plans. The City shall also provide the consultant with review comments received from stakeholder review of the 30% design plans.

101.11.2 Preliminary Design Report – A 30% Preliminary Design Report for the Project has been prepared by City of Las Vegas staff. The City of Las Vegas shall provide the Consultant will all available backup data used in the development of the report, including digital copies of report text, exhibits and calculation input files. The City shall also provide the consultant with review comments received from stakeholder review of the 30% Preliminary Design Report.

101.11.3 Comments received on the 30% Design Phase Plans and Preliminary Design Report will be addressed in writing and included in the Final Draft Design Report. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Final Draft Design Report.

101.11.4 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) prior to starting 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 70% submittal.

ARTICLE 102: 70% DESIGN PHASE

102.1 70% Design Phase Submittal

102.1.1 Detailed Hydraulic Analysis and Draft Final Design Report - The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100 year hydraulic analysis facility sizing and cost estimates will be prepared to determine RTC versus RFCD costs.

Documentation of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

102.1.1.1 Deliverables: Submit three (3) copies of the Draft Final Design Report to the City (with Response to Comments); Submit one (1) copy of the Draft Final Design Report to CCRFCD.

102.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. 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:

102.1.2.1 City Standard Cover Sheet identifying Project Participants
102.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
102.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
102.1.2.4 Abbreviations and Symbols
102.1.2.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index (to be provided by CLV)
102.1.2.6 Horizontal control for centerline and rights-of-way monumentation plan (to be provided by CLV)
102.1.2.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well) (to be provided by CLV)
102.1.2.8 Sheet Index with key map
102.1.2.9 Typical Cross Section Sheets
102.1.2.10 Removal Plans
102.1.2.11 Roadway Plan and Profiles
102.1.2.12 Construction Details
102.1.2.13 Storm Drain Plan and Profiles (including lateral plan and profiles)
102.1.2.14 Storm Drain Details
102.1.2.15 Utility Plans
102.1.2.16 Traffic Striping and Signing Plans
102.1.2.17 Traffic Lighting Plans
102.1.2.18 Traffic Signal Plans
102.1.2.19 Structural Drawings
102.1.2.20 Special Details as required for the Project
102.1.2.21 School Flashers
102.1.2.22 FAST Interconnect Plans
102.1.2.23 Bridge Design Drawings and Details

102.1.2.24 Deliverables: Submit two (2) bound and one (1) unbound full size sets (24" x 36") and nine (9) bound and one (1) unbound half size sets (11" x 17") of the 70% Design Phase Plans to the City; Submit two (2) bound half size sets (11" x 17") of the 70% Design Phase Plans to CCRFCD; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

102.1.3.1 RFCD

102.1.3.2 CLV Sanitation

102.1.3.3 CLV Nominal Drainage

102.1.3.4 Deliverables: Submit one (1) copy of the 70% cost estimate by funding source to the City and electronic format (excel spreadsheet, PDF format will not be accepted); Submit one (1) copy of the 70% cost estimate to CCRFCD.

102.1.4 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted 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 70% 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.

102.1.4.1 Deliverables: Submit four (4) copies of the bound Special Provisions to the City as well as electronic copy (Microsoft Word format); Submit two (2) copies of the bound Special Provisions to CCRFCD.

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

103.1.1 Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a standalone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the PDR and Draft Final Design Report and all associated revisions made as applicable.

103.1.1.1 Deliverables: Deliverables: Submit three (3) copies of the Final Design Report to the City (with Response to Comments), Submit one (1) copy of the Final Design Report to CCRFCD.

103.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to 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. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

103.1.2.1 Deliverables: Submit two (2) bound and one (1) unbound full size sets (24" x 36") and nine (9) bound and one (1) unbound half size sets (11" x 17") of the 90% Design Phase Plans to the City; Submit two (2) bound half size sets (11" x 17") of the 90% Design Phase Plans to CCRFCD; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.3 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:

103.1.3.1 RFCD

103.1.3.2 CLV Sanitation

103.1.3.3 CLV Nominal Drainage

103.1.3.4 Deliverables: Submit one (1) copy of the 90% cost estimate by funding source to the City and electronic format (excel spreadsheet, PDF format will not be accepted); Submit one (1) copy of the 90% cost estimate to CCRFCD.

103.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted 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 70% 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.

103.1.4.1 Deliverables: Submit four (4) copies of the bound Special Provisions to the City as well as electronic copy (Microsoft Word format); Submit two (2) copies of the bound Special Provisions to CCRFCD.

103.1.5 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. 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.

103.1.6 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or 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.

103.1.7 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

103.1.7.1 Regional Flood Control District Citizens Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

103.1.7.2 Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

103.1.7.3 Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

103.1.7.4 Deliverables: Board attendance; backup materials; presentation materials.

103.1.8 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

104.1.1 The 100% submittal shall include all the elements of Article 103, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of three steps: (1) a **100% Pre-Final (Bond) Submittal** will be made for final comment by the City and CCRFCD; (2) a **Pre-Mylar (Bond) Submittal** to the City incorporating comments on 100% Pre-Final (Bond) Submittal; and (3) the Consultant will incorporate all comments on the Pre-Mylar (Bond) 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.

104.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit two (2) bound and one (1) unbound full size sets (24" x 36") and nine (9) bound and one (1) unbound half size sets (11" x 17") of the 100% Pre-Final Design Phase Plans to the City; Submit two (2) bound half size sets (11" x 17") of the 100% Pre-Final Design Phase Plans to CCRFCD; Submit four (4) copies of the bound Special Provisions as well as electronic copy (Microsoft Word format) and 100% Pre-Final Cost Estimate by funding source to the City (one hard copy and electronic copy – Microsoft Excel format); Submit one (1) hard copy of the 100% Pre-Final Cost Estimate by funding source to CCRFCD; Submit two copies of structural calculations to the City; Submit two copies of the bound Special Provisions and two copies of structural calculations to CCRFCD. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

104.1.1.2 Deliverables for the Pre-Mylar (Bond) Submittal: Submit an electronic copy (PDF) of the plans, an electronic copy (Microsoft Word document) of the Special Provisions, and an electronic copy (Microsoft Excel document) of the 100% Pre-Mylar Cost Estimate by funding source. Submit one (1) bound half size set (11" x 17") to CCRFCD.

104.1.1.3 Deliverables for the 100% Final (Mylar) Submittal: 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; Submit two copies of the half scale plans, bound Special Provisions and 100% Final Cost Estimate by funding source and two copies of final structural calculations to CCRFCD. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; 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 105: BID PHASE

105.1 Pre-Bid Conference

105.1.1 The Consultant shall attend the pre-bid conference

105.2 Bid Requests and Responses

105.2.1 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.

105.3 Bid Opening

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

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

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 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Agreement signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Agreement and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *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").

300.3 *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 301: PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
70% DESIGN PHASE	120	
90% DESIGN PHASE	90	
100% DESIGN PHASE	60	
BID PHASE	60	
TOTAL CALENDAR DAYS TO COMPLETE:	**330**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be 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 303: CONSTRUCTION SCHEDULE CHANGES

303.1 It is understood and agreed by the Consultant that, although the time required to construct the Project has yet to be estimated as of the date of this Agreement, the Consultant is knowledgeable and experienced in determining the estimated construction time required to construct public works projects including this specific project type, and further that the Consultant has an advisory role in helping the City establish the construction term to be included in the construction contract, and therefore has the ability to determine the Consultant's 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.

303.1.1 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 **$600,000.00**. 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	$555,900.00	

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	Staff Engineer	Design Technician	Admin/ Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$170	$150	$120	$115	$115	$70			
101	PRELIMINARY AND GENERAL ITEMS									
101.1	Project Management	20	20	20	0	0	8	68	$0.00	$9,360.00
101.2	Kick-Off Meeting and Progress Meetings	4	60	16	0	0	0	80	$0.00	$11,600.00
101.3	Utility and Agency Coordination	20	40	60	60	60	60	300	$0.00	$34,600.00
101.4	Project Permits	0	6	16	0	16	2	40	$0.00	$4,800.00
101.5	Section 8 Screening	0	4	4	0	0	0	8	$8,000.00	$9,080.00
101.6	Utility Potholing	0	4	0	8	0	4	16	$40,000.00	$41,800.00
101.7.2.6	Survey (Request/Coord)	0	8	8	4	0	0	20	$0.00	$2,620.00
101.8	Right-of-Way	4	8	8	20	40	8	88	$0.00	$10,300.00
101.9	Records Review, Research, Analysis	0	8	20	24	0	24	76	$0.00	$8,040.00
101.10	Geotechnical Investigation	0	0	0	0	0	0	0	$0.00	$0.00
101.11.4	Walkthrough	0	8	8	8	0	0	24	$0.00	$3,080.00
101	Subtotal Hours	48	166	160	124	116	106	720		
101	Subtotal Fee	$8,160.00	$24,900.00	$19,200.00	$14,260.00	$13,340.00	$7,420.00		$48,000.00	$135,280.00
102.1	70% DESIGN PHASE SUBMITTAL									
102.1.1	Draft Final Design Report	4	100	100	140	40	40	424	$0.00	$51,180.00
102.1.2	70% Design Plans	8	80	80	120	320	16	624	$0.00	$74,680.00
102.1.3	70% Construction Cost Estimate	1	4	24	20	0	2	51	$0.00	$6,090.00
102.1.4	70% Special Provisions	4	60	60	60	0	40	224	$0.00	$26,580.00
102	Subtotal Hours	17	244	264	340	360	98	1,323		
102	Subtotal Fee	$2,890.00	$36,600.00	$31,680.00	$39,100.00	$41,400.00	$6,860.00		$0.00	$158,530.00
103	90% DESIGN PHASE SUBMITTAL									
103.1.1	Final Design Report	0	40	40	40	20	20	160	$0.00	$19,100.00
103.1.2	90% Design Plans	8	80	80	120	280	16	584	$40,000.00	$110,080.00
103.1.3	90% Construction Cost Estimate	1	4	16	16	0	2	39	$0.00	$4,670.00
103.1.4	90% Special Provisions	4	20	20	40	0	40	124	$0.00	$13,480.00
103.1.5	90% Walk Through	0	8	8	8	0	0	24	$0.00	$3,080.00
103.1.6	Bidability and Constructability	8	20	16	8	8	16	76	$0.00	$9,240.00
103.1.7	Project Presentations	0	16	4	0	4	8	32	$0.00	$3,900.00
103.1.8	Permit Applications	4	24	8	0	16	16	68	$0.00	$8,200.00
103	Subtotal Hours	25	212	192	232	328	118	1,107		
103	Subtotal Fee	$4,250.00	$31,800.00	$23,040.00	$26,680.00	$37,720.00	$8,260.00		$40,000.00	$171,750.00
104	100% DESIGN PHASE SUBMITTAL									
104.1.1.1	100% Pre Final Bond Submittal	4	40	60	80	120	8	312	$20,000.00	$57,440.00
104.1.1.2	Pre-Mylar (Bond) Submittal		16	40	20	80	4	160	$0.00	$18,980.00
104.1.1.3	Final Mylar Submittal		8	8	20	20	24	80	$0.00	$8,440.00
104	Subtotal Hours	4	64	108	120	220	36	552		
104	Subtotal Fee	$680.00	$9,600.00	$12,960.00	$13,800.00	$25,300.00	$2,520.00		$20,000.00	$84,860.00
105	BID PHASE									
105.1	Pre Bid Conference	0	2	0	0	0		2	$0.00	$300.00
105.2	Bid Requests and Responces	0	16	16	0	0	8	40	$0.00	$4,880.00
105.3	Bid Opening	0	2	0	0	0		2	$0.00	$300.00
105	Subtotal Hours	0	20	16	0	0	8	44		
105	Subtotal Fee	$0.00	$3,000.00	$1,920.00	$0.00	$0.00	$560.00		$0.00	$5,480.00
	Total Basic Services Hours	94	706	740	816	1,024	366	3,746		
	Total Basic Services Fee	$15,980.00	$105,900.00	$88,800.00	$93,840.00	$117,760.00	$25,620.00		$108,000.00	$555,900.00

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	$44,100.00	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 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.
402.4.7 **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.
402.4.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.
402.4.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
402.4.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.
402.4.11 **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.
402.4.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.4.13 **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.
402.4.14 **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.
402.4.15 **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.
402.4.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
402.4.17 **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.
402.4.18 **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.
402.4.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
402.4.20 **Structural** – As required by the City, Consultant shall provide additional structural design.
402.4.21 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
402.4.22 **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.
402.4.23 **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.
402.4.24 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

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

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

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

ALLOWANCE FOR REIMBURSABLE EXPENSES

403.1 No allowance will be made for Reimbursable Expenses.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

CLASSIFICATION	RATE	UNIT
Project Manager	$170	Per Hour
Team Leader	$150	Per Hour
Project Engineer	$120	Per Hour
Staff Engineer	$115	Per Hour
Design Technician	$115	Per Hour
Admin/Clerical	$70	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

501.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and facility, equipment, and IT maintenance personnel.

NEWFIELDS ENVIRONMENTAL	RATE	UNIT
Project Manager	$165	Per Hour
Partner	$200	Per Hour
Senior Scientist/Planner II	$150	Per Hour
Senior Scientist/Planner I	$135	Per Hour
Project Scientist/Planner II	$125	Per Hour
Project Scientist/Planner I	$115	Per Hour
Staff Scientist/Planner II	$105	Per Hour
GIS/ Graphic Design	$100	Per Hour
Staff Scientist/ Planner I	$90	Per Hour
Assistant Scientist/Planner	$80	Per Hour
Staff Field Tech/Admin	$75	Per Hour
Field Tech/Admin/Clerical	$60	Per Hour

R2H	RATE	UNIT
Engineer 7	$226	Per Hour
Engineer 6	$189	Per Hour
Engineer 5	$153	Per Hour
Engineer 4	$134	Per Hour

Engineer 3	$118	Per Hour
Engineer 2	$104	Per Hour
Engineer 1	$94	Per Hour
Engineer 0	$80	Per Hour
Technician 5	$128	Per Hour
Technician 4	$102	Per Hour
Technician 3	$88	Per Hour
Technician 2	$75	Per Hour
Technician 1	$64	Per Hour
Technician 0	$58	Per Hour

Cradno/TBE	**RATE**	**UNIT**
Test Hole Underground	$500.00	Per Hole
Test Hole Under Paving / Concrete	$550.00	Per Hole
Test Hole Exceeding 6.99 feet in Depth	$90.00	Per Foot
Test Hole Performed at Night (additional per hole)	$150.00	Per Hole
Utility Designating and Investigation Underground	$0.90	Per Linear Foot
Utility Designating and Investigation Overhead	$0.45	Per Linear Foot
Vacuum Truck and Crew (hourly)	$325.00	Per Hour
Hydro-Vac Badger (plus Cardno/TBE Time)	$350.00	Per Hour
Utility Designating Two Man Crew & Equipment (hourly)	$280.00	Per Hour
Utility Designating One Man Crew & Equipment (hourly)	$230.00	Per Hour
3D Underground Imaging (3D UI)	$10,000.00	Per Acre
Electro Magnetic Imaging (EMI)	$1,000.00	Per Acre
Senior Project Manager	$129.22	Per Hour
SUE Supervisor	$72.51	Per Hour
Geologist	$129.10	Per Hour
SUE Tech III	$59.57	Per Hour
SUE Tech II	$57.10	Per Hour
SUE Tech I	$48.26	Per Hour
CAD Operator	$74.00	Per Hour
Survey Field Daily Rate	$1,940.00	Per Day
Survey Office Daily Rate	$960.00	Per Day
Director of Survey (WRG)	$155.00	Per Hour
Survey Crew Chief (WRG)	$90.00	Per Hour
Survey Designating (WRG)	$0.25	Per Foot
Survey Test Holes (WRG)	$150.00	Per Hole
Encroachment Permits	Actual Cost	
Maintenance of Traffic; Plans, Permits, Set-ups	Cost plus 12%	
Mobilization: Designating Truck & Crew	$2.59	Per Mile

Mobilization: Vac-Truck & Crew	$2.71	Per Mile
Per Diem	GSA Rates	Per Day
Miscellaneous Expenses	Cost plus 12%	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

502.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Agreement.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

502.2 These fees are valid for the duration of the Project and include salary costs, equipment, overhead, administration and profit. For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and five hundredths (1.05)** times the amounts billed to the Consultant for such services, which multiple has been included in the Additional Services fees shown herein.

502.3 The Consultant agrees to provide services in connection with the Project which are in addition to those required by Exhibit "A" for Basic Services as Additional Services if so requested by the City in writing. Such requests may included, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality, complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Team Leader	Project Engineer	Staff Engineer	Design Technician	Admin/ Clerical	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$170	$150	$120	$115	$115	$70			
	ADDITIONAL SERVICES									
	Additional Design Services	20	40	50	60	100	20	290	$8,900.00	$44,100.00
	Total Additional Services - Hours	20	40	50	60	100	20	290		
	Total Additional Services - Fee	$3,400.00	$6,000.00	$6,000.00	$6,900.00	$11,500.00	$1,400.00		$8,900.00	$44,100.00

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: Chad Halverson, P.E.

601.1.2 PROJECT MANAGER: James Thomas, P.E.

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

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 13981

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 ENVIRONMENTAL: NewFields Environmental

602.1.2 STRUCTURAL ENGINEER: R2H

602.1.3 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 VTN Nevada
Address 2727 S. Rainbow Blvd. Las Vegas, Nevada 89146
Telephone 702-873-7550
EIN or DUNS 88-0087383

Block 2 Description

Subject Matter of Contract/Agreement:

Las Vegas Wash Middle Branch – Grand Teton Storm Drain

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, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
2.	James A. Thomas, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
3.	Robert Hosea III, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
4.	Anthony Zicari, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
5.	Mark S. Cormier, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
6.	David L. Edwards, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 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.

_____
Name

3/24/11
_____
Date

Subscribed and sworn to before me this 24th day of MARCH, 2011.

Marilyn Smith
Notary Public MARILYN SMITH

MARILYN SMITH
Notary Public State of Nevada
No. 05-96961-1
My appt. exp. May 17, 2013

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 VTN Nevada
Address 2727 S. Rainbow Blvd. Las Vegas, Nevada 89146
Telephone 702-873-7550
EIN or DUNS 88-0087383

Block 2 Description

Subject Matter of Contract/Agreement:

Las Vegas Wash Middle Branch – Grand Teton Storm Drain

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, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
2.	James A. Thomas, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
3.	Robert Hosea III, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
4.	Anthony Zicari, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
5.	Mark S. Cormier, P.L.S.	2727 S. Rainbow Blvd. Las Vegas, Nevada 89146	702-873-7550
6.	David L. Edwards, P.E.	2727 S. Rainbow Blvd. Las Vegas, Nevada 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.

_____
Name

3/24/11
Date

Subscribed and sworn to before me this 24th day of MARCH, 2011.

Marilyn Smith
Notary Public MARILYN SMITH

MARILYN SMITH
Notary Public State of Nevada
No. 05-96961-1
My appt. exp. May 17, 2013

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Approval of award of Bid No. 10.1730.19-LED, Oakey-Meadows Storm Drain Phase 2A Fair Center Mall to Charleston Boulevard at Hinson Street and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($6,430,467 - Road and Flood Capital Projects Fund) - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $6,430,467
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of approximately 1,600 linear feet of "Mega" (23' x 8', 18' x 8' and 18' x 9') pre-cast reinforced concrete box (RCB) storm drain, approximately 2,300 linear feet of smaller RCB drain, approximately 320 linear feet of reinforced concrete pipe storm drain laterals, approximately 2,200 linear feet of sewer line relocation, miscellaneous waterline relocation and replacements, junction structures, transition structures and inlets. The work also includes the removal and relocation of water and sewer lines including all appurtenances and manholes, dewatering, landscape removal and repair, paving and excavation.

PCC: L.E. Davis
POC: Bill Wellman - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Bid No. 10.1730.19-LED, Oakey-Meadows Storm Drain Phase 2A Fair Center Mall to Charleston Boulevard at Hinson Street to Las Vegas Paving Corporation in the amount of $6,430,467 and approve the construction conflicts and contingency reserve of $643,047. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

10.1730.19-LED
Oakey Meadows Storm Drain Phase 2A

				Las Vegas Paving Corporation		Tab Contractors, Inc		Contri Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	35	$500.00	$17,500.00	$500.00	$17,500.00	$500.00	$17,500.00
109.02	ADDITION TO ALLOWANCE	DAY	35	$200.00	$7,000.00	$1.00	$35.00	$350.00	$12,250.00
200.01	MOBILIZATION & DEMOBILIZATION	LS	1	$375,000.00	$375,000.00	$375,000.00	$375,000.00	$375,000.00	$375,000.00
202.01	REMOVAL OF ASPHALT PAVEMENT	SY	17,950	$2.00	$35,900.00	$3.25	$58,337.50	$14.00	$251,300.00
202.02	(1-INCH)	SY	6,469	$3.00	$19,407.00	$2.00	$12,938.00	$3.00	$19,407.00
202.03	REMOVE EXISTING SIDEWALK	SF	1,520	$2.00	$3,040.00	$1.60	$2,432.00	$3.00	$4,560.00
202.04	REMOVE EXISTING CROSS GUTTER	SF	837	$3.00	$2,511.00	$1.65	$1,381.05	$3.00	$2,511.00
202.05	REMOVE EXISTING CURB AND GUTTER	LF	1,935	$3.00	$5,805.00	$2.30	$4,450.50	$4.00	$7,740.00
202.06	SHELTER WITH TRASH BINS	EA	1	$750.00	$750.00	$1,300.00	$1,300.00	$675.00	$675.00
202.07	THRU 36-INCH)	LF	1,201	$12.00	$14,412.00	$10.00	$12,010.00	$5.00	$6,005.00
202.08	STORM DRAIN RCP	LF	753	$18.00	$13,554.00	$17.00	$12,801.00	$20.00	$15,060.00
202.09	REMOVE EXISTING MANHOLE	EA	12	$500.00	$6,000.00	$450.00	$5,400.00	$1,249.00	$14,988.00
202.1	ABANDON-IN-PLACE EXISTING MANHOLE	EA	1	$300.00	$300.00	$1,400.00	$1,400.00	$1,681.00	$1,681.00
202.11	DRAIN (SLURRY FILL)	CY	71	$221.00	$15,691.00	$140.00	$9,940.00	$164.00	$11,644.00
202.12	REMOVE EXISTING MEDIAN ISLAND	SF	4,210	$2.00	$8,420.00	$2.75	$11,577.50	$3.00	$12,630.00
212.01	LANDSCAPING AND IRRIGATION	LS	1	$31,000.00	$31,000.00	$37,900.00	$37,900.00	$38,885.00	$38,885.00
270.01	DEWATERING	LS	1	$121,000.00	$121,000.00	$70,555.95	$70,555.95	$59,103.00	$59,103.00
302.01	TYPE II AGGREGATE BASE	CY	1,508	$20.00	$30,160.00	$51.50	$77,662.00	$30.00	$45,240.00
302.02	TYPE I CLASS B AGGREGATE BASE	CY	4,648	$20.00	$92,960.00	$51.50	$239,372.00	$25.00	$116,200.00
402.01	(AC-30)	SY	6,283	$12.00	$75,396.00	$14.00	$87,962.00	$14.00	$87,962.00
402.02	(AC-30)	SY	1,172	$38.00	$44,536.00	$25.00	$29,300.00	$29.00	$33,988.00
402.03	(PG 76-22NV)(TYPE 2C)	SY	10,459	$34.00	$355,606.00	$35.00	$366,065.00	$38.00	$397,442.00
403.01	GRADED SURFACE	SY	16,934	$5.50	$93,137.00	$4.00	$67,736.00	$6.00	$101,604.00
403-2.01	GRADATION	SY	255	$47.00	$11,985.00	$62.00	$15,810.00	$19.00	$4,845.00
408.01	EMULSIFIED ASPHALT SLURRY SEAL	SY	23,857	$3.00	$71,571.00	$3.00	$71,571.00	$3.00	$71,571.00
502.01	CAST-IN-PLACE CLOSURE WALL #1	LS	1	$10,000.00	$10,000.00	$9,450.00	$9,450.00	$1,864.00	$1,864.00
502.02	JUNCTION STRUCTURE #1 (HINSON)	LS	1	$28,000.00	$28,000.00	$30,000.00	$30,000.00	$33,661.00	$33,661.00
502.03	(ACCESS #1)	LS	1	$38,000.00	$38,000.00	$33,000.00	$33,000.00	$33,735.00	$33,735.00
502.04	(ACCESS #2)	LS	1	$38,000.00	$38,000.00	$33,000.00	$33,000.00	$33,747.00	$33,747.00
502.05	BOX	LF	107	$425.00	$45,475.00	$836.00	$89,452.00	$700.00	$74,900.00
502.06	BOX	LF	8	$450.00	$3,600.00	$1,150.00	$9,200.00	$1,118.00	$8,944.00
502.07	BOX	LF	262	$525.00	$137,550.00	$910.00	$238,420.00	$886.00	$232,132.00
502.08	BOX	LF	1,465	$1,430.00	$2,094,950.00	$1,222.00	$1,790,230.00	$1,273.00	$1,864,945.00
502.09	BOX	LF	71	$2,240.00	$159,040.00	$2,330.00	$165,430.00	$2,122.00	$150,662.00
502.1	BOX	LF	48	$3,100.00	$148,800.00	$3,390.00	$162,720.00	$3,060.00	$146,880.00
502.11	(23'X8' TO 18'X8')	LF	19	$3,300.00	$62,700.00	$3,500.00	$66,500.00	$2,902.00	$55,138.00
502.12	(18'X8' TO 18'X9')	LF	12	$2,300.00	$27,600.00	$2,600.00	$31,200.00	$2,060.00	$24,720.00
502.13	DROP INLET	EA	3	$2,900.00	$8,700.00	$3,200.00	$9,600.00	$1,941.00	$5,823.00

				Las Vegas Paving Corporation		Tab Contractors, Inc		Contri Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
502.14	TEMPORARY CLOSURE WALL (STA 66+47.00)	EA	1	$4,500.00	$4,500.00	$2,495.00	$2,495.00	$3,710.00	$3,710.00
502.15	TEMPORARY CLOSURE WALL (STA 89+03.76)	EA	1	$3,000.00	$3,000.00	$1,350.00	$1,350.00	$2,781.00	$2,781.00
502.16	103+76.00)	EA	1	$2,600.00	$2,600.00	$1,050.00	$1,050.00	$2,524.00	$2,524.00
502.17	12'X8' REINFORCED CONCRETE BOX	LF	2,075	$538.00	$1,116,350.00	$775.00	$1,608,125.00	$886.00	$1,838,450.00
603.01	CLASS III	LF	102	$265.00	$27,030.00	$205.00	$20,910.00	$259.00	$26,418.00
603.02	CLASS III	LF	22	$365.00	$8,030.00	$240.00	$5,280.00	$211.00	$4,642.00
603.03	CLASS III	LF	24	$390.00	$9,360.00	$260.00	$6,240.00	$228.00	$5,472.00
603.04	CLASS III	LF	103	$365.00	$37,595.00	$365.00	$37,595.00	$413.00	$42,539.00
603.05	CLASS III	LF	68	$400.00	$27,200.00	$515.00	$35,020.00	$456.00	$31,008.00
609.01	48-INCH ACCESS MANHOLE W/ STEPS	EA	15	$2,300.00	$34,500.00	$1,950.00	$29,250.00	$2,642.00	$39,630.00
609.02	GRATED MANHOLE LID	EA	1	$1,800.00	$1,800.00	$1,400.00	$1,400.00	$2,094.00	$2,094.00
609.03	TYPE I (60") STORM DRAIN MANHOLE	EA	1	$4,800.00	$4,800.00	$6,500.00	$6,500.00	$5,435.00	$5,435.00
609.04	10-FOOT TYPE "D" MODIFIED DROP INLET	EA	1	$10,500.00	$10,500.00	$9,500.00	$9,500.00	$10,792.00	$10,792.00
609.05	2'x2' AREA INLET	EA	1	$2,000.00	$2,000.00	$2,500.00	$2,500.00	$2,138.00	$2,138.00
609.06	GRADE	EA	2	$600.00	$1,200.00	$380.00	$760.00	$392.00	$784.00
613.01	CONSTRUCT "A" TYPE CURB	LF	66	$32.00	$2,112.00	$29.00	$1,914.00	$35.00	$2,310.00
613.02	CONSTRUCT MODIFIED "A" TYPE CURB	LF	226	$25.00	$5,650.00	$25.00	$5,650.00	$39.00	$8,814.00
613.03	CONSTRUCT "L" TYPE CURB AND GUTTER	LF	212	$31.00	$6,572.00	$30.00	$6,360.00	$48.00	$10,176.00
613.04	GUTTER	LF	39	$36.00	$1,404.00	$35.00	$1,365.00	$42.00	$1,638.00
613.05	CONSTRUCT TYPE 4 CURB AND GUTTER	LF	1,357	$15.00	$20,355.00	$12.00	$16,284.00	$19.00	$25,783.00
613.06	CONSTRUCT CONCRETE SIDEWALK	SF	1,562	$8.00	$12,496.00	$5.00	$7,810.00	$7.00	$10,934.00
613.07	CASE I	EA	1	$1,700.00	$1,700.00	$1,625.00	$1,625.00	$2,439.00	$2,439.00
613.08	(MODIFIED)	EA	1	$1,300.00	$1,300.00	$1,225.00	$1,225.00	$2,359.00	$2,359.00
613.09	CONSTRUCT (PCC) MEDIAN SURFACE	SF	1,780	$5.00	$8,900.00	$4.10	$7,298.00	$9.00	$16,020.00
613.1	CONSTRUCT CONCRETE CROSS GUTTER	SF	710	$12.00	$8,520.00	$10.25	$7,277.50	$14.00	$9,940.00
613.11	CONSTRUCT CONCRETE VALLEY GUTTER	SF	132	$12.00	$1,584.00	$10.25	$1,353.00	$18.00	$2,376.00
613.12	WITH TRASH BINS	EA	1	$3,000.00	$3,000.00	$2,150.00	$2,150.00	$1,457.00	$1,457.00
622.01	CONSTRUCTION SURVEYING	LS	1	$14,000.00	$14,000.00	$37,000.00	$37,000.00	$12,921.00	$12,921.00
623.01	LIGHT	EA	1	$1,600.00	$1,600.00	$2,000.00	$2,000.00	$1,598.00	$1,598.00
623.02	INSTALL SALVAGED AREA LIGHT	EA	1	$2,600.00	$2,600.00	$3,500.00	$3,500.00	$2,663.00	$2,663.00
623.03	REMOVE AND REPLACE NO 3-1/2 PULL BOX	EA	2	$600.00	$1,200.00	$450.00	$900.00	$586.00	$1,172.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$110,000.00	$110,000.00	$75,300.00	$75,300.00	$54,859.00	$54,859.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGNS	DAY	50	$75.00	$3,750.00	$78.00	$3,900.00	$52.00	$2,600.00
625.02	ARROW DISPLAYS	DAY	366	$25.00	$9,150.00	$28.00	$10,248.00	$19.00	$6,954.00
627.01	SIGN	EA	4	$50.00	$200.00	$25.00	$100.00	$51.00	$204.00
627.02	POLE MOUNTED)	EA	4	$160.00	$640.00	$130.00	$520.00	$160.00	$640.00
628.01	WHITE "ONLY" (TYPE II PMF)	EA	5	$175.00	$875.00	$220.00	$1,100.00	$170.00	$850.00
628.02	WHITE "ARROW" (TYPE II PMF)	EA	10	$150.00	$1,500.00	$160.00	$1,600.00	$149.00	$1,490.00
628.03	YELLOW "ARROW" (PAINT)	EA	6	$50.00	$300.00	$55.00	$330.00	$11.00	$66.00
628.04	WHITE "STOP" (PAINT)	EA	3	$50.00	$150.00	$80.00	$240.00	$16.00	$48.00
628.05	(PAINT)	LF	13,500	$1.00	$13,500.00	$0.40	$5,400.00	$0.50	$6,750.00
628.06	(PAINT)	LF	196	$1.00	$196.00	$0.50	$98.00	$0.50	$98.00
628.07	(PAINT)	LF	82	$1.00	$82.00	$0.50	$41.00	$1.00	$82.00
628.08	PMF)	LF	810	$4.00	$3,240.00	$15.00	$12,150.00	$4.00	$3,240.00
628.09	24" STOP LINE (TYPE II PMF)	LF	235	$4.00	$940.00	$15.00	$3,525.00	$4.00	$940.00

				Las Vegas Paving Corporation		Tab Contractors, Inc		Contri Construction Company	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.1	24" STOP LINE (PAINT)	LF	60	$1.00	$60.00	$2.00	$120.00	$0.50	$30.00
628.11	PAINT CURB RED	LF	140	$1.00	$140.00	$1.00	$140.00	$0.50	$70.00
628.12	YELLOW REFLECTIVE PAINT	SF	91	$1.00	$91.00	$2.00	$182.00	$1.00	$91.00
628.13	6" SOLID WHITE LINE (POLYUREA)	LF	90	$3.00	$270.00	$5.00	$450.00	$2.50	$225.00
628.14	YELLOW (TYPE II PMF)	SF	134	$4.00	$536.00	$8.50	$1,139.00	$4.00	$536.00
629.01	CHARLESTON/ARVILLE	LS	1	$27,000.00	$27,000.00	$15,600.00	$15,600.00	$19,803.00	$19,803.00
629.02	CHARLESTON/VISTA	LS	1	$27,500.00	$27,500.00	$18,000.00	$18,000.00	$35,341.00	$35,341.00
629.03	CHARLESTON/BEDFORD	LS	1	$22,000.00	$22,000.00	$15,000.00	$15,000.00	$23,467.00	$23,467.00
629.04	CHARLESTON/HINSON	LS	1	$62,000.00	$62,000.00	$52,000.00	$52,000.00	$67,941.00	$67,941.00
629.05	COVER TO FINISH GRADE	EA	13	$500.00	$6,500.00	$400.00	$5,200.00	$317.00	$4,121.00
629.06	ACP WATERLINES	LF	1,853	$29.00	$53,737.00	$22.00	$40,766.00	$24.00	$44,472.00
629.07	WATERLINE RELOCATION WESTLAND FAIR	LS	1	$54,000.00	$54,000.00	$45,000.00	$45,000.00	$47,198.00	$47,198.00
630.01	LATERAL	LF	461	$140.00	$64,540.00	$85.00	$39,185.00	$119.00	$54,859.00
630.02	8-INCH PVC SDR35 SANITARY SEWER PIPE	LF	1,106	$115.00	$127,190.00	$71.00	$78,526.00	$88.00	$97,328.00
630.03	12-INCH PVC SDR35 SANITARY SEWER PIPE	LF	627	$140.00	$87,780.00	$230.00	$144,210.00	$94.00	$58,938.00
630.04	48-INCH SANITARY SEWER MANHOLE	EA	7	$4,000.00	$28,000.00	$7,600.00	$53,200.00	$5,925.00	$41,475.00
630.05	60-INCH SANITARY SEWER MANHOLE	EA	1	$5,500.00	$5,500.00	$8,800.00	$8,800.00	$7,532.00	$7,532.00
630.06	ABANDON 4-INCH SANITARY SEWER PIPE	LF	32	$50.00	$1,600.00	$15.00	$480.00	$103.00	$3,296.00
630.07	ABANDON 12-INCH SANITARY SEWER MAIN	LF	466	$16.00	$7,456.00	$15.00	$6,990.00	$15.00	$6,990.00
630.08	(4"-12")	LF	2,103	$9.00	$18,927.00	$4.00	$8,412.00	$1.00	$2,103.00
633.01	NON-REFLECTIVE PAVEMENT MARKERS	EA	1,059	$1.00	$1,059.00	$1.50	$1,588.50	$1.00	$1,059.00
633.02	REFLECTIVE PAVEMENT MARKERS	EA	522	$2.00	$1,044.00	$2.25	$1,174.50	$2.00	$1,044.00
637.01	DUST CONTROL	LS	1	$50,000.00	$50,000.00	$74,500.00	$74,500.00	$22,030.00	$22,030.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$500.00	$500.00	$1,600.00	$1,600.00	$5,202.00	$5,202.00
	Total Base Bid Amount				$6,430,467.00		$6,857,140.00		$7,131,931.00
	Engineer's Estimate #8,233,961.95								
	Responsive Bidder				Yes				
	Responsible Bidder				Yes				

TO: David Boweres, Acting City Engineer Please review and approve recommended award to Las Vegas Paving Corporation in the amount of $ 6,430,467.00

Purchasing & Contracts Representative — 3/24/11 Date

Using Department Authorized Rep Signature — 3-30-11 Date

BID ABSTRACT

10.1730.19-LED
Oakey Meadows Storm Drain Phase 2A

				Haber Company, Inc		Meadow Valley Contractors, Inc		Eagle View Contractors	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	35	$500.00	$17,500.00	$500.00	$17,500.00	$500.00	$17,500.00
109.02	ADDITION TO ALLOWANCE	DAY	35	$100.00	$3,500.00	$500.00	$17,500.00	$1,500.00	$52,500.00
200.01	MOBILIZATION & DEMOBILIZATION	LS	1	$375,000.00	$375,000.00	$375,000.00	$375,000.00	$375,000.00	$375,000.00
202.01	REMOVAL OF ASPHALT PAVEMENT	SY	17,950	$10.00	$179,500.00	$5.00	$89,750.00	$3.54	$63,543.00
202.02	(1-INCH)	SY	6,469	$3.50	$22,641.50	$4.00	$25,876.00	$3.34	$21,606.46
202.03	REMOVE EXISTING SIDEWALK	SF	1,520	$1.00	$1,520.00	$2.00	$3,040.00	$2.10	$3,192.00
202.04	REMOVE EXISTING CROSS GUTTER	SF	837	$1.00	$837.00	$4.00	$3,348.00	$11.00	$9,207.00
202.05	REMOVE EXISTING CURB AND GUTTER	LF	1,935	$3.00	$5,805.00	$4.00	$7,740.00	$5.30	$10,255.50
202.06	SHELTER WITH TRASH BINS	EA	1	$2,500.00	$2,500.00	$20,000.00	$20,000.00	$2,650.00	$2,650.00
202.07	THRU 36-INCH)	LF	1,201	$12.00	$14,412.00	$25.00	$30,025.00	$21.00	$25,221.00
202.08	STORM DRAIN RCP	LF	753	$25.00	$18,825.00	$30.00	$22,590.00	$53.00	$39,909.00
202.09	REMOVE EXISTING MANHOLE	EA	12	$350.00	$4,200.00	$1,500.00	$18,000.00	$1,060.00	$12,720.00
202.1	ABANDON-IN-PLACE EXISTING MANHOLE	EA	1	$1,400.00	$1,400.00	$1,500.00	$1,500.00	$1,060.00	$1,060.00
202.11	DRAIN (SLURRY FILL)	CY	71	$300.00	$21,300.00	$140.00	$9,940.00	$212.00	$15,052.00
202.12	REMOVE EXISTING MEDIAN ISLAND	SF	4,210	$2.00	$8,420.00	$2.00	$8,420.00	$4.00	$16,840.00
212.01	LANDSCAPING AND IRRIGATION	LS	1	$40,000.00	$40,000.00	$75,000.00	$75,000.00	$65,201.00	$65,201.00
270.01	DEWATERING	LS	1	$75,000.00	$75,000.00	$400,000.00	$400,000.00	$163,240.00	$163,240.00
302.01	TYPE II AGGREGATE BASE	CY	1,508	$28.00	$42,224.00	$32.00	$48,256.00	$29.70	$44,787.60
302.02	TYPE I CLASS B AGGREGATE BASE	CY	4,648	$24.00	$111,552.00	$32.00	$148,736.00	24.4	$113,411.20
402.01	(AC-30)	SY	6,283	$15.00	$94,245.00	$15.50	$97,386.50	14.3	$89,846.90
402.02	(AC-30)	SY	1,172	$42.00	$49,224.00	$43.00	$50,396.00	$28.90	$33,870.80
402.03	(PG 76-22NV)(TYPE 2C)	SY	10,459	$38.00	$397,442.00	$39.50	$413,130.50	$39.22	$410,201.98
403.01	GRADED SURFACE	SY	16,934	$6.00	$101,604.00	$6.00	$101,604.00	$6.36	$107,700.24
403-2.01	GRADATION	SY	255	$60.00	$15,300.00	$59.00	$15,045.00	$19.00	$4,845.00
408.01	EMULSIFIED ASPHALT SLURRY SEAL	SY	23,857	$2.60	$62,028.20	$2.70	$64,413.90	$2.73	$65,129.61
502.01	CAST-IN-PLACE CLOSURE WALL #1	LS	1	$6,000.00	$6,000.00	$20,000.00	$20,000.00	$15,752.00	$15,752.00
502.02	JUNCTION STRUCTURE #1 (HINSON)	LS	1	$45,000.00	$45,000.00	$50,000.00	$50,000.00	$89,666.00	$89,666.00
502.03	(ACCESS #1)	LS	1	$35,000.00	$35,000.00	$40,000.00	$40,000.00	$17,268.00	$17,268.00
502.04	(ACCESS #2)	LS	1	$35,000.00	$35,000.00	$35,000.00	$35,000.00	$14,977.00	$14,977.00
502.05	BOX	LF	107	$950.00	$101,650.00	$723.00	$77,361.00	$643.00	$68,801.00
502.06	BOX	LF	8	$1,000.00	$8,000.00	$2,370.00	$18,960.00	$754.00	$6,032.00
502.07	BOX	LF	262	$800.00	$209,600.00	$1,480.00	$387,760.00	$1,633.00	$427,846.00
502.08	BOX	LF	1,465	$1,625.00	$2,380,625.00	$1,535.00	$2,248,775.00	$1,952.60	$2,860,559.00
502.09	BOX	LF	71	$3,500.00	$248,500.00	$1,940.00	$137,740.00	$1,946.00	$138,166.00
502.1	BOX	LF	48	$3,900.00	$187,200.00	$2,770.00	$132,960.00	$2,664.00	$127,872.00
502.11	(23'X8' TO 18'X8')	LF	19	$3,950.00	$75,050.00	$4,200.00	$79,800.00	$3,081.00	$58,539.00
502.12	(18'X8' TO 18'X9')	LF	12	$3,750.00	$45,000.00	$3,500.00	$42,000.00	$3,048.00	$36,576.00
502.13	DROP INLET	EA	3	$3,500.00	$10,500.00	$6,000.00	$18,000.00	$4,240.00	$12,720.00

				Haber Company, Inc		Meadow Valley Contractors, Inc		Eagle View Contractors	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
502.14	TEMPORARY CLOSURE WALL (STA 66+47.00)	EA	1	$3,000.00	$3,000.00	$7,000.00	$7,000.00	8711	$8,711.00
502.15	TEMPORARY CLOSURE WALL (STA 89+03.76)	EA	1	$1,750.00	$1,750.00	$6,000.00	$6,000.00	8711	$8,711.00
502.16	103+76.00)	EA	1	$1,400.00	$1,400.00	$6,000.00	$6,000.00	$9,964.00	$9,964.00
502.17	12'X8' REINFORCED CONCRETE BOX	LF	2,075	$964.00	$2,000,300.00	$1,005.00	$2,085,375.00	$1,239.45	**$2,571,858.75**
603.01	CLASS III	LF	102	$550.00	$56,100.00	$310.00	$31,620.00	$105.00	$10,710.00
603.02	CLASS III	LF	22	$350.00	$7,700.00	$170.00	$3,740.00	$346.00	$7,612.00
603.03	CLASS III	LF	24	$300.00	$7,200.00	$255.00	$6,120.00	$574.00	$13,776.00
603.04	CLASS III	LF	103	$350.00	$36,050.00	$260.00	$26,780.00	$588.00	$60,564.00
603.05	CLASS III	LF	68	$550.00	$37,400.00	$400.00	$27,200.00	$643.00	$43,724.00
609.01	48-INCH ACCESS MANHOLE W/ STEPS	EA	15	$3,500.00	$52,500.00	$3,200.00	$48,000.00	$3,008.00	$45,120.00
609.02	GRATED MANHOLE LID	EA	1	$2,800.00	$2,800.00	$2,880.00	$2,880.00	$2,664.00	$2,664.00
609.03	TYPE I (60") STORM DRAIN MANHOLE	EA	1	$4,200.00	$4,200.00	$4,580.00	$4,580.00	$4,498.00	$4,498.00
609.04	10-FOOT TYPE "D" MODIFIED DROP INLET	EA	1	$9,000.00	$9,000.00	$11,400.00	$11,400.00	$10,341.00	$10,341.00
609.05	2'x2' AREA INLET	EA	1	$2,800.00	$2,800.00	$1,720.00	$1,720.00	$1,570.00	$1,570.00
609.06	GRADE	EA	2	$350.00	$700.00	$650.00	$1,300.00	$424.00	$848.00
613.01	CONSTRUCT "A" TYPE CURB	LF	66	$22.00	$1,452.00	$28.00	$1,848.00	$16.00	$1,056.00
613.02	CONSTRUCT MODIFIED "A" TYPE CURB	LF	226	$19.00	$4,294.00	$24.50	$5,537.00	$16.00	$3,616.00
613.03	CONSTRUCT "L" TYPE CURB AND GUTTER	LF	212	$19.00	$4,028.00	$29.50	$6,254.00	$21.00	$4,452.00
613.04	GUTTER	LF	39	$50.00	$1,950.00	$34.50	$1,345.50	$24.00	$936.00
613.05	CONSTRUCT TYPE 4 CURB AND GUTTER	LF	1,357	$15.00	$20,355.00	$11.00	$14,927.00	$25.00	**$33,925.00**
613.06	CONSTRUCT CONCRETE SIDEWALK	SF	1,562	$6.00	$9,372.00	$5.00	$7,810.00	6	$9,372.00
613.07	CASE I	EA	1	$1,500.00	$1,500.00	$1,500.00	$1,500.00	3286	$3,286.00
613.08	(MODIFIED)	EA	1	$2,100.00	$2,100.00	$1,100.00	$1,100.00	$3,816.00	$3,816.00
613.09	CONSTRUCT (PCC) MEDIAN SURFACE	SF	1,780	$6.00	$10,680.00	$4.10	$7,298.00	$9.00	$16,020.00
613.1	CONSTRUCT CONCRETE CROSS GUTTER	SF	710	$11.00	$7,810.00	$10.00	$7,100.00	$18.00	$12,780.00
613.11	CONSTRUCT CONCRETE VALLEY GUTTER	SF	132	$10.00	$1,320.00	$10.00	$1,320.00	$15.00	$1,980.00
613.12	WITH TRASH BINS	EA	1	$5,000.00	$5,000.00	$10,000.00	$10,000.00	$2,650.00	$2,650.00
622.01	CONSTRUCTION SURVEYING	LS	1	$25,000.00	$25,000.00	$15,000.00	$15,000.00	$25,239.00	$25,239.00
623.01	LIGHT	EA	1	$1,600.00	$1,600.00	$1,580.00	$1,580.00	$1,802.00	$1,802.00
623.02	INSTALL SALVAGED AREA LIGHT	EA	1	$2,500.00	$2,500.00	$2,630.00	$2,630.00	$2,650.00	$2,650.00
623.03	REMOVE AND REPLACE NO 3-1/2 PULL BOX	EA	2	$600.00	$1,200.00	$579.00	$1,158.00	$742.00	$1,484.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$100,000.00	$100,000.00	$160,000.00	$160,000.00	$84,800.00	$84,800.00
625.01	PORTABLE CHANGEABLE MESSAGE SIGNS	DAY	50	$70.00	$3,500.00	$52.50	$2,625.00	$53.00	$2,650.00
625.02	ARROW DISPLAYS	DAY	366	$20.00	$7,320.00	$26.50	$9,699.00	$27.00	$9,882.00
627.01	SIGN	EA	4	$50.00	$200.00	$37.00	$148.00	$37.00	$148.00
627.02	POLE MOUNTED)	EA	4	$150.00	$600.00	$158.00	$632.00	$159.00	$636.00
628.01	WHITE "ONLY" (TYPE II PMF)	EA	5	$160.00	$800.00	$211.00	$1,055.00	$212.00	$1,060.00
628.02	WHITE "ARROW" (TYPE II PMF)	EA	10	$150.00	$1,500.00	$132.00	$1,320.00	$133.00	$1,330.00
628.03	YELLOW "ARROW" (PAINT)	EA	6	$10.00	$60.00	$84.00	$504.00	$85.00	$510.00
628.04	WHITE "STOP" (PAINT)	EA	3	$15.00	$45.00	$105.00	$315.00	$106.00	$318.00
628.05	(PAINT)	LF	13,500	$0.20	$2,700.00	$0.55	$7,425.00	0.64	$8,640.00
628.06	(PAINT)	LF	196	$0.20	$39.20	$0.55	$107.80	1	$196.00
628.07	(PAINT)	LF	82	$0.20	$16.40	$0.55	$45.10	$1.00	$82.00
628.08	PMF)	LF	810	$4.00	$3,240.00	$8.00	$6,480.00	$8.00	$6,480.00
628.09	24" STOP LINE (TYPE II PMF)	LF	235	$4.00	$940.00	$8.00	$1,880.00	$8.00	$1,880.00

				Haber Company, Inc		Meadow Valley Contractors, Inc		Eagle View Contractors	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.1	24" STOP LINE (PAINT)	LF	60	$0.50	$30.00	$1.10	$66.00	$1.00	$60.00
628.11	PAINT CURB RED	LF	140	$0.50	$70.00	$1.10	$154.00	$1.00	$140.00
628.12	YELLOW REFLECTIVE PAINT	SF	91	$0.50	$45.50	$1.10	$100.10	$1.00	$91.00
628.13	6" SOLID WHITE LINE (POLYUREA)	LF	90	$2.50	$225.00	$21.00	$1,890.00	$21.00	$1,890.00
628.14	YELLOW (TYPE II PMF)	SF	134	$4.00	$536.00	$8.00	$1,072.00	$8.00	$1,072.00
629.01	CHARLESTON/ARVILLE	LS	1	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$20,861.00	$20,861.00
629.02	CHARLESTON/VISTA	LS	1	$35,000.00	$35,000.00	$20,000.00	$20,000.00	$21,681.00	$21,681.00
629.03	CHARLESTON/BEDFORD	LS	1	$30,000.00	$30,000.00	$16,000.00	$16,000.00	$19,059.00	$19,059.00
629.04	CHARLESTON/HINSON	LS	1	$75,000.00	$75,000.00	$32,000.00	$32,000.00	$47,212.00	$47,212.00
629.05	COVER TO FINISH GRADE	EA	13	$100.00	$1,300.00	$550.00	$7,150.00	$318.00	$4,134.00
629.06	ACP WATERLINES	LF	1,853	$30.00	$55,590.00	$28.00	$51,884.00	$71.00	$131,563.00
629.07	WATERLINE RELOCATION WESTLAND FAIR	LS	1	$45,000.00	$45,000.00	$39,000.00	$39,000.00	$49,292.00	$49,292.00
630.01	LATERAL	LF	461	$120.00	$55,320.00	$144.00	$66,384.00	$48.00	$22,128.00
630.02	8-INCH PVC SDR35 SANITARY SEWER PIPE	LF	1,106	$60.00	$66,360.00	$43.50	$48,111.00	$102.80	$113,696.80
630.03	12-INCH PVC SDR35 SANITARY SEWER PIPE	LF	627	$120.00	$75,240.00	$71.00	$44,517.00	$109.00	$68,343.00
630.04	48-INCH SANITARY SEWER MANHOLE	EA	7	$5,000.00	$35,000.00	$4,200.00	$29,400.00	3767	$26,369.00
630.05	60-INCH SANITARY SEWER MANHOLE	EA	1	$6,000.00	$6,000.00	$5,200.00	$5,200.00	5099	$5,099.00
630.06	ABANDON 4-INCH SANITARY SEWER PIPE	LF	32	$10.00	$320.00	$67.00	$2,144.00	$1.00	$32.00
630.07	ABANDON 12-INCH SANITARY SEWER MAIN	LF	466	$12.00	$5,592.00	$11.50	$5,359.00	$2.00	$932.00
630.08	(4"-12")	LF	2,103	$4.00	$8,412.00	$13.50	$28,390.50	$1.00	$2,103.00
633.01	NON-REFLECTIVE PAVEMENT MARKERS	EA	1,059	$2.00	$2,118.00	$1.10	$1,164.90	$1.00	$1,059.00
633.02	REFLECTIVE PAVEMENT MARKERS	EA	522	$2.00	$1,044.00	$3.20	$1,670.40	$3.00	$1,566.00
637.01	DUST CONTROL	LS	1	$75,000.00	$75,000.00	$50,000.00	$50,000.00	$111,338.00	$111,338.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$6,302.00	$6,302.00
	Total Base Bid Amount				$8,100,328.80		$8,392,568.20		**$9,339,634.84**
									Correct Total
	Engineer's Estimate								
	Responsive Bidder								
	Responsible Bidder								

BID ABSTRACT

10.1730.19-LED
Oakey Meadows Storm Drain Phase 2A

				W. W. Clyde & Co.					
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE				
109.01	OWNER CAUSED DELAY ALLOWANCE	DAY	35	$500.00	$17,500.00				
109.02	ADDITION TO ALLOWANCE	DAY	35	$14,060.00	$492,100.00				
200.01	MOBILIZATION & DEMOBILIZATION	LS	1	$375,000.00	$375,000.00				
202.01	REMOVAL OF ASPHALT PAVEMENT	SY	17,950	$14.00	$251,300.00				
202.02	(1-INCH)	SY	6,469	$4.00	$25,876.00				
202.03	REMOVE EXISTING SIDEWALK	SF	1,520	$1.50	$2,280.00				
202.04	REMOVE EXISTING CROSS GUTTER	SF	837	$5.00	$4,185.00				
202.05	REMOVE EXISTING CURB AND GUTTER	LF	1,935	$5.00	$9,675.00				
202.06	SHELTER WITH TRASH BINS	EA	1	$2,600.00	$2,600.00				
202.07	THRU 36-INCH)	LF	1,201	$39.00	$46,839.00				
202.08	STORM DRAIN RCP	LF	753	$39.00	$29,367.00				
202.09	REMOVE EXISTING MANHOLE	EA	12	$1,480.00	$17,760.00				
202.1	ABANDON-IN-PLACE EXISTING MANHOLE	EA	1	$390.00	$390.00				
202.11	DRAIN (SLURRY FILL)	CY	71	$140.00	$9,940.00				
202.12	REMOVE EXISTING MEDIAN ISLAND	SF	4,210	$5.30	$22,313.00				
212.01	LANDSCAPING AND IRRIGATION	LS	1	$55,000.00	$55,000.00				
270.01	DEWATERING	LS	1	$12,000.00	$12,000.00				
302.01	TYPE II AGGREGATE BASE	CY	1,508	$30.00	$45,240.00				
302.02	TYPE I CLASS B AGGREGATE BASE	CY	4,648	30	$139,440.00				
402.01	(AC-30)	SY	6,283	15	$94,245.00				
402.02	(AC-30)	SY	1,172	$29.00	$33,988.00				
402.03	(PG 76-22NV)(TYPE 2C)	SY	10,459	$39.00	$407,901.00				
403.01	GRADED SURFACE	SY	16,934	$7.00	$118,538.00				
403-2.01	GRADATION	SY	255	$4.00	$1,020.00				
408.01	EMULSIFIED ASPHALT SLURRY SEAL	SY	23,857	$3.00	$71,571.00				
502.01	CAST-IN-PLACE CLOSURE WALL #1	LS	1	$8,000.00	$8,000.00				
502.02	JUNCTION STRUCTURE #1 (HINSON)	LS	1	$120,000.00	$120,000.00				
502.03	(ACCESS #1)	LS	1	$115,000.00	$115,000.00				
502.04	(ACCESS #2)	LS	1	$115,000.00	$115,000.00				
502.05	BOX	LF	107	$1,200.00	$128,400.00				
502.06	BOX	LF	8	$2,400.00	$19,200.00				
502.07	BOX	LF	262	$1,600.00	$419,200.00				
502.08	BOX	LF	1,465	$2,150.00	$3,149,750.00				
502.09	BOX	LF	71	$2,200.00	$156,200.00				
502.1	BOX	LF	48	$3,400.00	$163,200.00				
502.11	(23'X8' TO 18'X8')	LF	19	$3,300.00	$62,700.00				
502.12	(18'X8' TO 18'X9')	LF	12	$3,500.00	$42,000.00				
502.13	DROP INLET	EA	3	$2,400.00	$7,200.00				

				W. W. Clyde & Co.					
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE				
502.14	TEMPORARY CLOSURE WALL (STA 66+47.00)	EA	1	15000	$15,000.00				
502.15	TEMPORARY CLOSURE WALL (STA 89+03.76)	EA	1	12000	$12,000.00				
502.16	103+76.00)	EA	1	$12,000.00	$12,000.00				
502.17	12'X8' REINFORCED CONCRETE BOX	LF	2,075	$1,470.00	$3,050,250.00				
603.01	CLASS III	LF	102	$143.00	$14,586.00				
603.02	CLASS III	LF	22	$148.00	$3,256.00				
603.03	CLASS III	LF	24	$181.00	$4,344.00				
603.04	CLASS III	LF	103	$190.00	$19,570.00				
603.05	CLASS III	LF	68	$323.00	$21,964.00				
609.01	48-INCH ACCESS MANHOLE W/ STEPS	EA	15	$3,110.00	$46,650.00				
609.02	GRATED MANHOLE LID	EA	1	$3,470.00	$3,470.00				
609.03	TYPE I (60") STORM DRAIN MANHOLE	EA	1	$6,050.00	$6,050.00				
609.04	10-FOOT TYPE "D" MODIFIED DROP INLET	EA	1	$8,400.00	$8,400.00				
609.05	2'x2' AREA INLET	EA	1	$2,120.00	$2,120.00				
609.06	GRADE	EA	2	$525.00	$1,050.00				
613.01	CONSTRUCT "A" TYPE CURB	LF	66	$29.00	$1,914.00				
613.02	CONSTRUCT MODIFIED "A" TYPE CURB	LF	226	$25.00	$5,650.00				
613.03	CONSTRUCT "L" TYPE CURB AND GUTTER	LF	212	$31.00	$6,572.00				
613.04	GUTTER	LF	39	$37.00	$1,443.00				
613.05	CONSTRUCT TYPE 4 CURB AND GUTTER	LF	1,357	$11.00	$14,927.00				
613.06	CONSTRUCT CONCRETE SIDEWALK	SF	1,562	5	$7,810.00				
613.07	CASE I	EA	1	1550	$1,550.00				
613.08	(MODIFIED)	EA	1	$1,150.00	$1,150.00				
613.09	CONSTRUCT (PCC) MEDIAN SURFACE	SF	1,780	$5.00	$8,900.00				
613.1	CONSTRUCT CONCRETE CROSS GUTTER	SF	710	$11.00	$7,810.00				
613.11	CONSTRUCT CONCRETE VALLEY GUTTER	SF	132	$11.00	$1,452.00				
613.12	WITH TRASH BINS	EA	1	$8,000.00	$8,000.00				
622.01	CONSTRUCTION SURVEYING	LS	1	$47,000.00	$47,000.00				
623.01	LIGHT	EA	1	$1,600.00	$1,600.00				
623.02	INSTALL SALVAGED AREA LIGHT	EA	1	$2,700.00	$2,700.00				
623.03	REMOVE AND REPLACE NO 3-1/2 PULL BOX	EA	2	$600.00	$1,200.00				
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$400,000.00	$400,000.00				
625.01	PORTABLE CHANGEABLE MESSAGE SIGNS	DAY	50	$120.00	$6,000.00				
625.02	ARROW DISPLAYS	DAY	366	$52.00	$19,032.00				
627.01	SIGN	EA	4	$37.00	$148.00				
627.02	POLE MOUNTED)	EA	4	$95.00	$380.00				
628.01	WHITE "ONLY" (TYPE II PMF)	EA	5	$578.00	$2,890.00				
628.02	WHITE "ARROW" (TYPE II PMF)	EA	10	$526.00	$5,260.00				
628.03	YELLOW "ARROW" (PAINT)	EA	6	$48.00	$288.00				
628.04	WHITE "STOP" (PAINT)	EA	3	$100.00	$300.00				
628.05	(PAINT)	LF	13,500	0.4	$5,400.00				
628.06	(PAINT)	LF	196	0.8	$156.80				
628.07	(PAINT)	LF	82	$0.80	$65.60				
628.08	PMF)	LF	810	$20.00	$16,200.00				
628.09	24" STOP LINE (TYPE II PMF)	LF	235	$20.00	$4,700.00				

				W. W. Clyde & Co.					
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE				
628.1	24" STOP LINE (PAINT)	LF	60	$9.00	$540.00				
628.11	PAINT CURB RED	LF	140	$4.00	$560.00				
628.12	YELLOW REFLECTIVE PAINT	SF	91	$4.00	$364.00				
628.13	6" SOLID WHITE LINE (POLYUREA)	LF	90	$1.00	$90.00				
628.14	YELLOW (TYPE II PMF)	SF	134	$20.00	$2,680.00				
629.01	CHARLESTON/ARVILLE	LS	1	$14,300.00	$14,300.00				
629.02	CHARLESTON/VISTA	LS	1	$15,200.00	$15,200.00				
629.03	CHARLESTON/BEDFORD	LS	1	$13,400.00	$13,400.00				
629.04	CHARLESTON/HINSON	LS	1	$23,000.00	$23,000.00				
629.05	COVER TO FINISH GRADE	EA	13	$550.00	$7,150.00				
629.06	ACP WATERLINES	LF	1,853	$32.00	$59,296.00				
629.07	WATERLINE RELOCATION WESTLAND FAIR	LS	1	$18,000.00	$18,000.00				
630.01	LATERAL	LF	461	$125.00	$57,625.00				
630.02	8-INCH PVC SDR35 SANITARY SEWER PIPE	LF	1,106	$87.00	$96,222.00				
630.03	12-INCH PVC SDR35 SANITARY SEWER PIPE	LF	627	$107.00	$67,089.00				
630.04	48-INCH SANITARY SEWER MANHOLE	EA	7	3470	$24,290.00				
630.05	60-INCH SANITARY SEWER MANHOLE	EA	1	5080	$5,080.00				
630.06	ABANDON 4-INCH SANITARY SEWER PIPE	LF	32	$30.00	$960.00				
630.07	ABANDON 12-INCH SANITARY SEWER MAIN	LF	466	$7.00	$3,262.00				
630.08	(4"-12")	LF	2,103	$1.00	$2,103.00				
633.01	NON-REFLECTIVE PAVEMENT MARKERS	EA	1,059	$3.00	$3,177.00				
633.02	REFLECTIVE PAVEMENT MARKERS	EA	522	$3.00	$1,566.00				
637.01	DUST CONTROL	LS	1	$260,000.00	$260,000.00				
637.02	NPDES DISCHARGE PERMIT	LS	1	$50,000.00	$50,000.00				
	Total Base Bid Amount				**$11,319,080.40**				
	Engineer's Estimate								
	Responsive Bidder								
	Responsible Bidder								

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Approval of award of Modification No. 5 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project, now known as the Las Vegas Museum of Organized Crime and Law Enforcement located at 300 Stewart Avenue - Office of the City Manager - Award recommended to: WRL OF NEVADA ($372,164 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $372,164
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Office of the City Manager

PURPOSE/BACKGROUND:
On August 2, 2006 City Council approve the award of Contract No. 060044-SB in the amount of $7,500,000 to provide architectural and associated services to develop the Post Office/Courthouse. This modification extends services to coincide with adjusted project schedule and adds services for a redesign of a third floor corridor requested by the United States National Park Service to preserve the historic integrity of the space. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

PCC: P. Hoffman
POC: Richard Sourbrine - (602) 212-0451

RECOMMENDATION:
That City Council approve award of Modification No. 5 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project to WRL of Nevada in the amount of $372,164 for a total Contract amount of $8,220,822.65. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 5 to Contract No. 060044-SB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 5

POST OFFICE/COURTHOUSE REHABILITATION PROJECT

THIS MODIFICATION No. 5 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 WRL OF NEVADA (hereinafter the "Company") a limited liability company having its principal office at 925 Euclid, Cleveland, OH 44115-1407.

The purpose of this Modification is to add scope and compensation for additional services to be performed.

The Contract between the City and the Company dated August 2, 2006, and its subsequent modifications, are hereby modified as follows:

1. Attachment 5a, Statement of Work

ADD:

5.12 The Company will perform the following additional services:

Additional Services #4:

> Third Floor Corridor Redesign: The Company shall redesign the exhibit structures, graphic treatments, lighting, content, and audio-visual in the Third Floor corridor to meet National Park Service (NPS) historic preservation requirements. The Company shall develop a set of initial concepts and provide these concept options to the City for comment, and then release to NPS for comment and approval. The Company shall incorporate any comments and changes before proceeding.
>
> The Company shall adapt the content to the new exhibit concepts in order to include as much of the original content as possible in the re-designed area. The Company shall develop the concepts to Design Development phase, at which point the City will review and comment. Incorporating the City's comments, the Company shall develop construction documents.
>
> The Company shall be responsible for all administration and general project management, design and content development for the Third Floor Corridor Redesign.

2. Attachment 2d, Compensation – Basic Services

DELETE: Attachment 2d dated June 2010 in its entirety.

SUBSTITUTE: Attachment 2e dated March 2011.

This revised Compensation schedule includes additional funding for the Additional Services #5 outlined above, as well as additional funding for construction administration, necessitated by delays in the construction schedule.

3. General

In the event of any conflict between the Contract as previously modified and this modification, the provisions of Modification No. 5 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.5 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

4/12/11
Date

WRL OF NEVADA

PAUL WESTLAKE, JR, Managing Principal

"Company"

ATTACHMENT 2e
Compensation – Basic Services
March 2011

The Company agrees to the limitation of cost and funds to the amounts detailed below. Amounts stated in this Exhibit are "not-to-exceed" amounts. The Company understands that utilization of any contingency funds requires prior written approval from the City Project Manager.

PHASE	TOTALS
Pre-Design	$ 541,670.00
Schematic Design	$ 1,309,576.00
Design Development	$ 1,645,405.00
Construction Documents	$ 2,135,060.00
Bidding	$ 111,211.00
Construction Administration	$ 1,693,912.00
Post Construction	$ 6,000.00
Additional Services #1	$ 87,600.00
Additional Services #2	$ 149,050.00
Additional Services #3	$ 158,661.65
Additional Services #4	$ 176,464.00
Contingency	$ 51,246.59
Reimbursables	$ 154,966.41
GRAND TOTAL	$ 8,220,822.65

DEDUCTIONS

MISSING ESTIMATES. Company shall deduct $4,000 from the above fees for each of the required Construction Cost Estimates which are not delivered upon completion of each of the following phases:

Schematic Design
Design Development
Construction Documents at 50%
Construction Documents at 90%
Construction Documents at 100%

END OF ATTACHMENT 2e

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 WESTLAKE REED LESKOSKY	**Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project**
Address 925 EUCLID AVE. SUITE 1900 CLEVELAND, OH 44115	
Telephone 216-522-1350	
EIN or DUNS 34-0240010	**Contract # 060044-SB**

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.	PAUL E. WESTLAKE MANAGING PRINCIPAL	925 EUCLID AVE. SUITE 1900	216-522-1350
2.	RONALD REEO PRINCIPAL	CLEVELAND, OH 44115	
3.	VINCENT M. LESKOSKY PRINCIPAL		
4.	PHILIP S. LIBASSI PRINCIPAL		
5.			
6.			
7.			
8.			
9.			
10.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

PAUL E. WESTLAKE, MANAGING PRINCIPAL

Name

MARCH 20, 2009

Date

Subscribed and sworn to before me this 20 day of March, 2009

Susan L. Frounfelker

Notary Public

SUSAN L. FROUNFELKER, Notary Public
State of Ohio
My Commission Expires Sept. 5, 2010

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: OPERATIONS AND MAINTENANCE
DIRECTOR: LARRY HAUGSNESS ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Declaration of Intent to Retain a Pedestrian Easement 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 139-27-805-005 - 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 this 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.

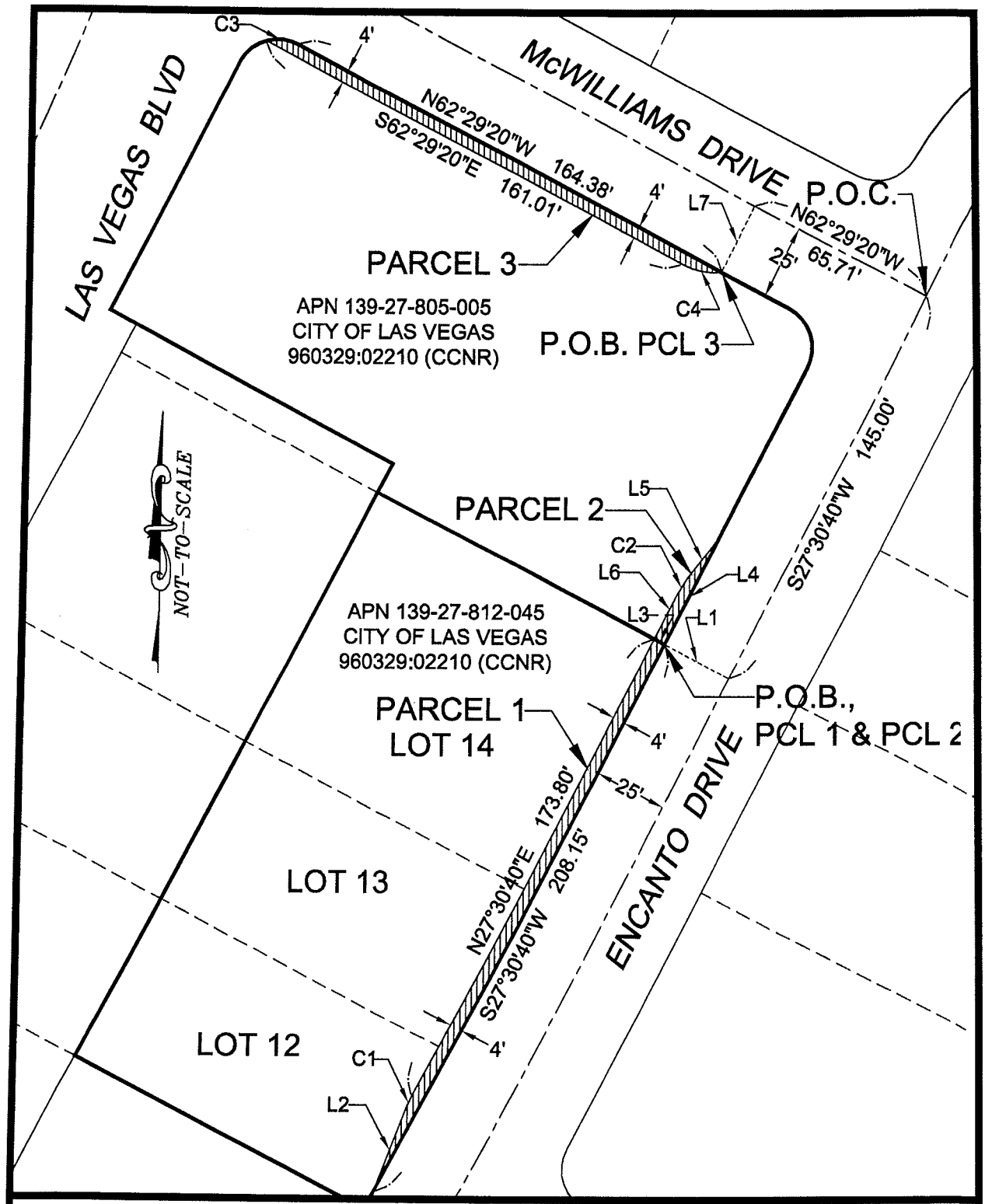
The above-described PARCEL 3 contains an area of 668 square feet, more or less.

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



APN 139-27-805-005 & 139-27-812-045
SE 1/4 SE 1/4 SEC 27 T20S, R61E, MDM
PROPOSED PEDESTRIAN ACCESS EASEMENT
ON NEON MUSEUM PROPERTY
ld110301.doc

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

LINE TABLE

LINE #	BEARING	LENGTH
L 1	N62°29'20"W	25.00'
L 2	N20°21'05"E	29.59'
L 3	S62°29'18"E	4.00'
L 4	S27°30'40"W	40.14'
L 5	S38°50'39"W	18.07'
L 6	S27°30'40"W	16.91'
L 7	S27°30'40"W	25.00'

CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	40.00'	07°09'35"	5.00'
C 2	33.00'	11°19'59"	6.53'
C 3	15.00'	42°50'00"	11.21'
C 4	25.00'	32°51'36"	14.34'

LEGEND

PROPOSED PEDESTRIAN EASEMENT

PROPERTY LINE

STREET CENTERLINE

APN 139-27-805-005 & 139-27-812-045
SE 1/4 SE 1/4 SEC 27 T20S, R61E, MDM
PROPOSED PEDESTRIAN ACCESS EASEMENT
ON NEON MUSEUM PROPERTY
ld110301.doc

CITY OF LAS VEGAS NEVADA

DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY SECTION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Agave Mexican Restaurant, Location: 10820 West Charleston Boulevard (parking lot), Date: May 5, 2011, Type: Special Event General, Event: Cinco de Mayo, Responsible Person in Charge: Tad Gencarelli - Ward 2 (Wolfson)

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 2:00 p.m. - 2:00 a.m. Estimated attendance is 500. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for California Hotel & Casino, Location: 100 Stewart Avenue (Main Street parking lot), Dates: April 30 and May 1, 2011, Type: Special Event Beer/Wine, Event: May Day Lei Day Festival, Responsible Person in Charge: Lane Conley - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 9:00 a.m. - 6:00 p.m. Estimated attendance is 4,000. Security provided by California Hotel security officers.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for Christ Church Episcopal and Huntridge Teen Clinic, Location: 2000 South Maryland Parkway, Date: May 7, 2011, Type: Special Event Beer/Wine, Event: Art Show and Organ Concert, Responsible Person in Charge: Bonnie Polley - 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 3:00 p.m. - 9:30 p.m. Estimated attendance is 200.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for A Time In History Inc., Location: 713 Stewart Avenue, Dates: May 12 - 15, 2011, Type: Special Event Beer/Wine, Event: Helldorado Rodeo Event, Responsible Person in Charge: Lori Yerger - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 4:00 p.m. - 12:00 a.m. Estimated attendance is 800. Security provided by Las Vegas City Marshals.

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 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning code and Health Dept. regulations for Leticia's Cocina, Location: 7585 Norman Rockwell Lane (parking lot), Date: May 7, 2011, Type: Special Event General, Event: Cinco de Mayo Festival, Responsible Person in Charge: Leticia Gardea - 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 time is 3:00 p.m. - 12:00 a.m. Estimated attendance is 1,000. Security provided by Las Vegas Protective Services.

RECOMMENDATION:
Recommend approval subject to the provisions of the planning code and Health Dept. regulations.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for J & M United, LLC, dba Lindo Michoacan Centennial, Location: 7870 West Tropical Parkway (courtyard), Date: May 5, 2011, Type: Special Event General, Event: Cinco de Mayo, Responsible Person in Charge: Mark Berry - 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 time is 4:00 p.m. - 10:00 p.m. Estimated attendance is 200. Security provided by Securitas Services USA.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a new Restricted Gaming License subject to confirmation of approval by the Nevada Gaming Commission, 7 Eleven of Nevada, Inc., dba 7 Eleven Store 26751C, 6702 West Cheyenne Avenue, Fast and Quick, Inc., Noorullah Karimzada, Pres, Secy, Treas, Dir, 100% - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Restricted Gaming License for 5 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Restricted Gaming License, Big Dollar Stores, LLC, dba Big Dollar Stores, 1725 South Rainbow Boulevard, Suite 1, Jeffrey Chauncey, Mmbr, 90% and Danny Velarde, Mmbr, 10% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Restricted Gaming License for 7 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.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of a Restricted Gaming License subject to the provisions of the planning and fire codes and confirmation of approval by the Nevada Gaming Commission, E T T, LLC, db at Stewart Market, 2021 Stewart Avenue, David Ross, Mgr and Ferenc Szony, Mgr - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Slot Route Operator for a Restricted Gaming License for 11 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Auctioneer License, Cove Creek Partners, LLP, dba United Country Auction Services, 209 West Broadway Street, Jerry Jones, Ptnr, 50% and Richard Terrel, Ptnr, 50% - Texas

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Auctioneer License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
Approval of an extension of a Temporary Burglar Alarm Service License, A & B Security Group, Inc., dba A & B Security Group, Inc., 3201 West Sahara Avenue, Suites A, C-H, Gary Schaff, Pres, Secy, Treas, Dir and Philip Pupanek, VP Sales and Marketing - 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 Burglar Alarm Service License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Approval of an Easement Occupancy Permit between the City of Las Vegas and the Southern Nevada Water Authority to allow occupancy of improvements for the Water Pollution Control Facility 3 Megawatt Solar Photovoltaic Project located on Vegas Valley Drive and Tree Line Drive, APN's 161-10-701-001 and 161-10-701-014 - County (near Ward 3-Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Water Pollution Control Facility is constructing a 3 Megawatt Solar Photovoltaic Project that is to be located within the Southern Nevada Water Authority (SNWA) easement. This permit outlines terms, conditions and responsibilities for the occupancy of the SNWA easement.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Easement Occupancy Permit

APN: 161-10-701-001 and 161-10-701-014

Recorded For:
Southern Nevada Water Authority
Land Acquisition and Management (M/S 95)
P.O. Box 99956
Las Vegas, Nevada 89193-9956

SOUTHERN NEVADA WATER AUTHORITY
EASEMENT OCCUPANCY PERMIT

Lateral Name: East Valley Lateral
SNWA Contract No.: 130-A
Station No.: 22+00- 52+00
SNWA DPR File No.: 2009-0143C
Assessor's Parcel No.: 161-10-701-001 and 161-10-701-014

THIS PERMIT, made this _____ day of _____, ____, between the **CITY OF LAS VEGAS** (Permittee), and the **SOUTHERN NEVADA WATER AUTHORITY** (SNWA), a political subdivision of the State of Nevada.

WITNESSETH:

SNWA hereby agrees to allow the occupancy of improvements as shown on SNWA-approved plans entitled as, Water Pollution Control Facility Solar Photovoltaic Project, hereinafter called "Facility", within the SNWA easement for the SNWA facility referenced above, conditioned upon the Permittee's agreement and compliance with the following requirements:

(a) This Permit does not grant any right, privilege, or interest in the land. The Permittee is responsible for obtaining any necessary land rights from the underlying fee owner.

(b) This Permit is only valid provided the Facility is constructed, operated, and maintained in conformance with the SNWA-approved plans. Any relocations, changes, or upgrades require additional concurrence by SNWA.

(c) Permittee agrees to alter or relocate its Facility, at no cost to SNWA, to accommodate modifications of SNWA's facilities.

(d) The construction, reconstruction, maintenance, removal, and use of the Facility shall at no time and in no way whatsoever interfere with the operation and maintenance of SNWA facilities.

(e) This Permit is granted pursuant to and in compliance with the authorization and criteria provided in SNWA Resolution 99-003.

(f) Permittee shall notify SNWA at least 48 hours prior to commencing installation of the Facility to permit inspection by SNWA. SNWA retains the right to suspend or terminate the Permittee's activities if construction deviates from the conditions, covenants and restrictions of this permit.

(g) Prior to commencement of construction of any portion of the Facility, it is the Permittee's responsibility to determine the exact location of existing SNWA facilities. An excavation, if required, shall be made in the presence of SNWA authorized personnel. Costs incurred for the excavation shall be the sole responsibility of the Permittee.

(h) The Facility shall not alter the existing gravity drainage from SNWA's easements during or after construction. No new concentration of surface or subsurface drainage shall be directed onto or under SNWA's easement without adequate protection of SNWA facilities. All drainage alterations must be approved by SNWA.

(i) Permittee agrees to abide by and comply with all applicable Federal, State, and Local laws and building and safety codes.

(j) Each party retains the rights provided under Nevada law to seek indemnification and contribution from the other for any loss, damage, liability, cost or expense caused by the actions or inactions of the employees, consultants, contractors, or agents of the other party hereto. Neither party waives the conditions and limitations of Chapter 41 of the Nevada Revised Statutes.

(k) Permittee assumes all risk of property damage and injury caused by Permittee's construction, reconstruction, operation, maintenance, removal, or use, within the SNWA easement and pursuant to the terms of this permit, present or future, regardless of when the damage or injury occurs or is detected.

(l) Permittee shall obtain the written approval of SNWA before installing any landscaping, unless a part of this Permit.

(m) Exceptions to the Utility Separation Guidelines under this Permit: None.

(n) This Permit shall be binding on the successors or assigns of Permittee and SNWA. This Permit runs with the land and is binding upon and inures to the Permittee and their heirs, officers, employees, agents, and contractors.

(o) By signing this Permit, you agree to the terms and conditions provided herein and if you are entering into this Permit on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions.

Terms of Permit Agreed To:

_____ _____

Date

_____

Title

Approved as to form

John S. Ridilla 2/17/14

John S. Ridilla Date

Deputy City Attorney

State of Nevada)

) ss

County of Clark)

On _____, before me, the undersigned, a NOTARY PUBLIC, in and for said County and State, personally appeared _____ known to me to be the person described in and who executed the foregoing instrument, and who acknowledges to me that _ he _ executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

_____ _____

Notary Public Notary Seal/Stamp

APN: 161-10-701-001 and 161-10-701-014

Permit Approved By:

SOUTHERN NEVADA WATER AUTHORITY,
a political subdivision of the State of Nevada

_____

Leanne L. Miller, P.E.
Project Manager

XXX:xx

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Approval of Rule 9 Line Extension Agreement No. 2445 between the City of Las Vegas and Nevada Power Company, a Nevada Corporation, dba NV Energy for the extension of existing power facilities to relocate existing facilities for Traffic Package 6B project located at the intersections of Charleston Boulevard and Durango Drive and Charleston Boulevard and Rancho Drive ($24,302 - Federal Safety Funds) - Wards 1, 2 and 5 (Tarkanian, Wolfson and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $24,302
Funding Source: Federal Safety Funds
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is constructing improvements at the intersection of Charleston Boulevard and Durango Drive as part of the Traffic Package 6B project. The utility work associated with this Rule 9 Line Extension Agreement will relocate existing facilities to allow for the construction of the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Rule 9 Line Extension Agreement No. 2445

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 2445
PID: 0000185501
Date Prepared: 01/31/2011

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-PUBLIC WORKS, 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 0 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled CLV - TRAFFIC PACKAGE 6 B and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$35,887.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$24,302.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$24,302.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$24,302.00** 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 **$0.00**. 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 **$0.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **$0.00**. 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 – **$24,302.00**. 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 0000185501 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
King, Jane
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6806
Fax No.: _____
Email Address: JKing@nvenergy.com

Applicant:
CITY OF LAS VEGAS-PUBLIC WORKS
JEREMY LEAVITT JEREMY LEAVITT
Physical Address: 400 STEWART AV., LAS VEGAS, NV 89101
Mailing Address: not applicable
Telephone No.: 000-229-6278
Fax No.: 000-000-0000
Email Address: JELEAVITT@LASVEGASNEVADA.GOV

15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation Betterments.

16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.

16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.

16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.

16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.

16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route that Utility deems suitable.

16.8 Commission: Public Utilities Commission of Nevada.

16.9 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; appraisals; compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.

16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date.

16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("**PID**") to this project.

16.14 Effective Date: 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 CHARLESTON DURANGO RANCHO and further described as being within 16304101001.

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 01/31/2011.

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.: 2445
PID: 0000185501
Date Prepared: 01/31/2011

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS-PUBLIC WORKS

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to form
John S. Ridilla 3/14/11
John S. Ridilla Date
Deputy City Attorney

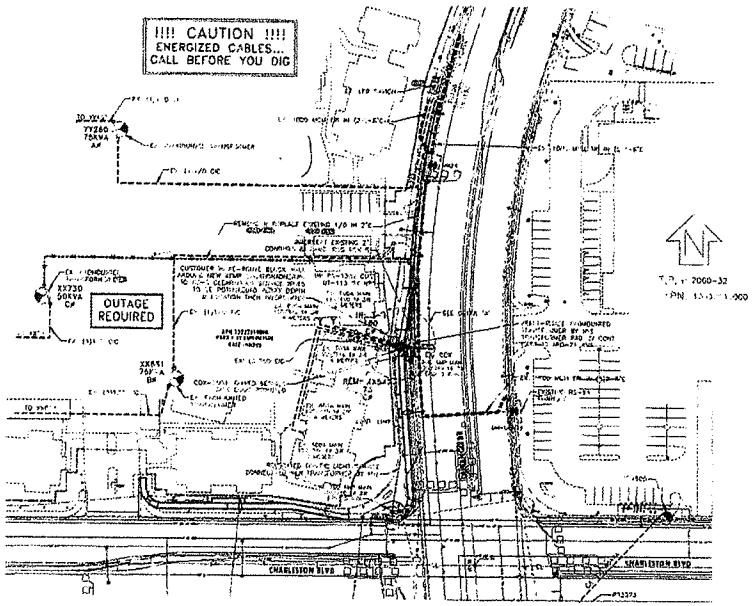
NVEnergy

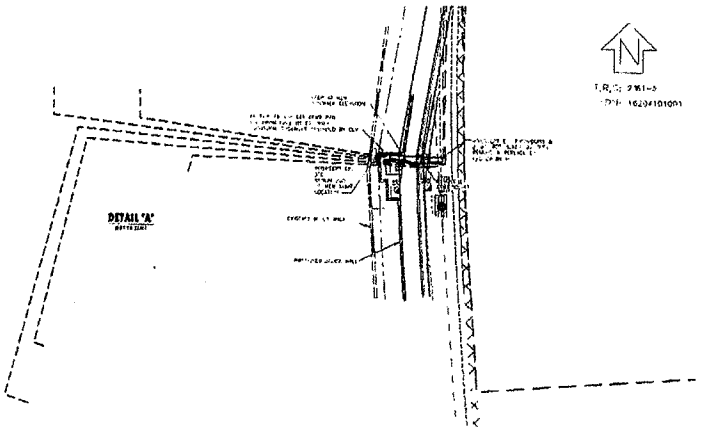
RULE 9
LINE EXTENSION AGREEMENT

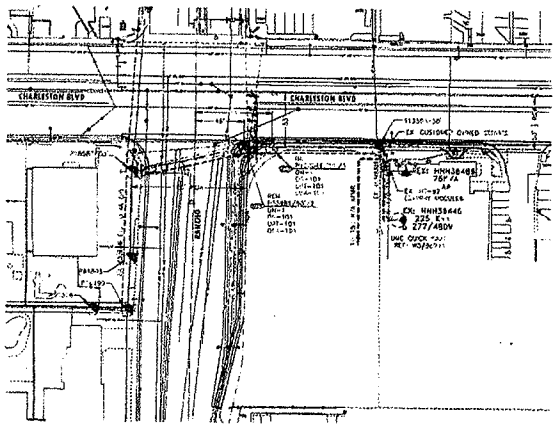
Agreement No.: 2445
PID: 0000185501
Date Prepared: 01/31/2011

Exhibit A
Design

[Attached]







NPC OVERHEAD SYMBOLS

COMMERCIAL

GENERAL NOTES:

PURPOSE OF PROJECT: PRIMARY CONSTRUCTION CLEARANCE - FOR SOUTH TURN-OUTS AND RIGHT TURN LANE EXTENSIONS

APPROVED FOR CONSTRUCTION

CITY OF LAS VEGAS PERMIT REQUIRED

CIVIL LINETYPE LEGEND

JOB SITES

CHARLESTON

DURANGO

RANCHO

VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DIG OVERHEAD
CALL 1-702-402-2929

Call 811
1-800-227-2600
1-702-455-7500

REVISIONS

NO	DESCRIPTION	DATE	BY
1		02.14.2008	JP

TYPE OF EASEMENT:

JPA NOTES:

EXHIBIT 'A'

N-E INFORMATION:
COORDINATOR: JANE KING
PHONE 402-4340
DESIGNER: MAGGIE CRITTLE
DGC
INSPECTOR: 402-4008
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS NORTH

CUSTOMER INFORMATION:
APPLICANT: CITY-CHRIS PLYTTE 229-6736
ENGINEER: ORTH-RODGERS & ASSOCIATES, INC
CONTACT: RON MAURIZI 233-4060
APPROVAL DATE: 08/28/2010

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE 08/28/2010

NVEnergy

CLV-TRAFFIC PACKAGE 6

WORK ORDER NO. 185501 | SCALE 1" = 50'
SHEET NO. 1 OF 1 | DATE 12/21/2007

1-REVISION(S)

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 2445
PID: 0000185501
Date Prepared: 01/31/2011

Exhibit B
Cost Worksheet

[Attached]

Cost Worksheet ("Exhibit – B")

NVEnergy

Project ID :	0000185501	**Project Title :**	CLV - TRAFFIC PACKAGE 6 B
Units :	0	**kVA :**	0
Contract Type :	CNRC	**NVEnergy Contact :**	Jane King
Estimate Version :	2	**Estimate Request Number :**	3910

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	26,191.00	18,768.00	18,768.00	7,423.00
Material & Overhead	9,696.00	7,417.00	7,417.00	2,279.00
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	35,887.00	26,185.00	26,185.00	9,702.00

Advance Calculation

Refundable

Applicant Cost Subject to Refund	0.00
Proportionate Share	0.00
Proportionate Share Waived	0.00
Refund Subject to Allowance & Excess Salvage	0.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00
Current Allowance	0.00
Total Applicant Refundable Cost After applying salvage	0.00

Non-Refundable

A

Applicant Non-Refundable Cost	26,186.00
(Subject to Salvage Credit & Not Subject to Excess Allowance)	
Salvage Credit to be applied	
Excess Salvage Credit to be applied from B	1,884.00
Applicant Non-Refundable Cost	24,302.00
(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	1,884.00
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	24,302.00
Removal of Existing Facilities	1,490.00
Total Taxable Non-Refundable Cost	0.00
Total Non-Taxable Non-Refundable Cost	24,302.00

Cost Worksheet ("Exhibit – B")

NVEnergy

Advance Summary

Advance Subject to Refund		Current Tax Rate	34.9000
Non-Taxable Advance	0.00	Total Non-Taxable	24,302.00
Taxable Advance	0.00	Total Taxable (Less Tax)	0.00
Tax	0.00	Total Tax	0.00
Total Advance Subject to Refund	0.00	Total Contract Amount	24,302.00
		(subject to credits)	
Non-Refundable Advance			
Non-Taxable Advance	24,302.00		
Taxable Advance	0.00		
Tax	0.00		
Substructures Tax	0.00		
Total Non-Refundable Advance	24,302.00		
Total Contract Amount (subject to credits)	24,302.00		
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	0.00		
Total Applicant Advance/Credit	24,302.00		

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 2445
PID: 0000185501
Date Prepared: 01/31/2011

Exhibit C
Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit – C")

NVEnergy

Project ID : 0000185501 **Project Title :** CLV - TRAFFIC PACKAGE 6 B

Total Proposed Allowance $ 0.00

For this ProjectId 0000185501

Panel/Socket information is not availability.

Wednesday, January 26, 2011

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.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
RESOLUTIONS:

R-15-2011 - Approval of a Resolution overruling complaints, protests, and objections and confirming the final assessment roll for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2012) ($62,800 - Capital Projects Fund - Special Assessments) - 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:
This resolution disposes of protests and confirms the final assessment roll for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the maintenance costs from July, 2011 through June, 2012.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-15-2011

RESOLUTION NO. R-15-2011

A RESOLUTION CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING OF SAID ASSESSMENT ROLL; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (hereinafter the "District Ordinance") created Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance) (hereinafter the "District") to defray the annual maintenance costs of a street beautification project, (hereinafter the "Maintenance Project") within the District; and

WHEREAS, the City Council has heretofore determined that the entire portion of the cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council heretofore determined and does hereby declare that the net cost to the City for the Maintenance Project for FY2012 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $62,800.00, of which $0.00 is available from other sources and of which $62,800.00, is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter, the "Engineer") to make out a final assessment roll; and

WHEREAS, the City Council, together with the Engineer, made out an assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, the amount of

the proposed assessment to be levied thereon; the Engineer has reported the assessment roll to the City Council and the Engineer has filed the assessment roll with the City Clerk; and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the Engineer (with the assistance of the City Engineer Division) has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, April 6, 2011, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on April 6, 2011, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Maintenance Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on March 2, 2011, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on April 6, 2011, on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE LAS VEGAS CITY COUNCIL, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1485 (FY2012) Assessment Protest Resolution" (herein the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the Engineer, and filed in the records of the office of the City Clerk on March 2, 2011, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2012), including, but not limited to, the maintenance of the street beautification improvements, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value

increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on April 20, 2011.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to form:

4/5/11
Date

Assistant City Attorney

STATE OF NEVADA	)	
	)	
COUNTY OF CLARK	)	**ss**
	)	
CITY OF LAS VEGAS	)	

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (hereinafter the "City Council") at a meeting held on April 20, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal

office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) City of Las Vegas Website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on April 20, 2011, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this April 20, 2011.

(SEAL)

BEVERLY K. BRIDGES, MMC
City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
RESOLUTIONS:

R-16-2011 - Approval of a Resolution overruling complaints, protests, and objections and confirming the Final Assessment Roll for Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) ($252,402 - Capital Projects Fund/Special Assessments) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,402
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
This resolution overrules complaints, protests and objections and confirms the Final Assessment Roll for annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape maintenance, security, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of SID 1516 from July 1, 2011 through June 30, 2012. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution.

BACKUP DOCUMENTATION:
Resolution No. R-16-2011

RESOLUTION NO. R-16-2011

A RESOLUTION CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 - FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET); OVERRULING COMPLAINTS, PROTESTS AND OBJECTIONS MADE TO THE ASSESSMENTS AT THE HEARING ON THE ASSESSMENT ROLL FOR THE DISTRICT; VALIDATING AND CONFIRMING THE ASSESSMENT ROLL; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH; RATIFYING ALL ACTION TAKEN CONSISTENT WITH THE PROVISIONS HEREOF; AND PROVIDING THE EFFECTIVE DATE HEREOF.

Summary: Assessment Protest Resolution

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada, pursuant to an ordinance heretofore adopted (the "District Ordinance") created the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District") and ordered the acquisition, improvement and maintenance of a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, within the District in the City; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council heretofore determined and does hereby declare that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402.00, of which $0 is available from other sources and $252,402.00 is to be assessed upon the benefited lots, tracts and parcels of land in the District, which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council by resolution heretofore adopted and directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer"), to make out a final assessment roll for the District; and

WHEREAS, the City Council, together with the City Engineer, made out an assessment roll for the District which contains, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, the amount of the proposed assessment to be levied thereon; and

WHEREAS, the City Engineer has reported the assessment roll to the City Council and the City Engineer has filed the assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council, by resolution heretofore adopted, established a date, time and location at which the City Council would hear and consider any and all complaints, protests and objections to the assessment roll and to the assessments contained therein; and

WHEREAS, the City Engineer has, in accordance with the provisions of the law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests, or objections on Wednesday, April 6, 2011, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council met at said place and time to hear and consider all complaints, protests and objections made or filed; and

WHEREAS, all complaints, protests and objections, both written and oral, were heard and considered by the City Council on April 6, 2011, and after extensive review and deliberation hereby are found to be without sufficient merit and hereby overruled. However, the City Council has, nevertheless, concluded that it is necessary and equitable that the assessment roll be corrected and revised as follows:

Parcel Number	Ownership	Revised Amount of Final Assessment
None		

and

WHEREAS, pursuant to NRS 271.357 and NRS 271.360 the City Council has considered all applications for hardship determinations and the recommendations of the Department of Social Services and hereby approves the following applications for hardship determination:

Parcel Number	Ownership	Assessment
None		

and

WHEREAS, the City Council has determined, and does hereby again determine, that all of the assessable property in the City, which is specially benefited by the Project, and only property which is so specially benefited, is included on the assessment roll heretofore filed with the City Clerk on March 2, 2011, and

WHEREAS, the City Council has determined, and does hereby determine, that the notice, both mailed and published, for the hearing held on April 6, 2011 on said assessment roll was reasonably calculated to inform each interested person of the proceedings concerning the District and the Project, which may directly and adversely affect his or her legally protected rights and interests.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, IN THE COUNTY OF CLARK AND THE STATE OF NEVADA; THAT:

Section 1. This Resolution shall be known as and may be cited by the short title "District No. 1516 Assessment Protest Resolution" (the "Resolution").

Section 2. All complaints, protests and objections, both written and oral, hereby are found to be without sufficient merit and hereby overruled.

Section 3. The City Council hereby validates and confirms the assessment roll for the District, as made out by the City Council, together with the City Engineer, and filed in the records of the office of the City Clerk on March 2, 2011, as hereinabove modified, revised, corrected and made de novo.

Section 4. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Resolution) concerning the District, including, but not limited to, the acquisition, improvement and maintenance of the Project, and the levy of assessments for that purpose, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the assessment roll and the assessments therein, be and the same hereby are, ratified, approved and confirmed.

Section 5. The officers of the City are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 6. All resolutions, or parts thereof, in conflict herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 7. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 8. The City Council has determined, and does hereby declare, that this Resolution shall be in effect immediately after its passage in accordance with law.

Passed and approved on April 20, 2011.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC City Clerk

Approved as to form:

4/5/11
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen and qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council of the City (the "City Council") at a regular meeting of the City Council held on April 20, 2011.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of City Council as follows:

Those Voting Aye: Oscar B. Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

Those Voting Nay: _____
_____

Those Absent: _____
_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the City Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the City Council were given due and proper notice of the meeting. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meeting was given not later than 9:00 a.m. on the third working day before the meeting, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

(b) By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council. Such notice was delivered to the postal service no later than 9:00 a.m. on the third working day prior to the meeting.

5. Upon request, the City Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the City Council on April 20, 2011, is attached to this certificate as Exhibit "A".

IN WITNESS WHEREOF, I have hereunto set my hand on this April 20, 2011.

(SEAL)

_____
Beverly K. Bridges, MMC, City Clerk

Exhibit "A"

(Attach Notice of Meeting and Agenda)

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: DETENTION AND ENFORCEMENT
DIRECTOR: KAREN COYNE ☐ **Consent** ☒ **Discussion**

SUBJECT:
ADMINISTRATIVE:

Report to satisfy annual requirement under Ordinance 6067 regarding spaying/neutering of certain animals – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
Ordinance No. 6067, adopted in 2009 and amended by Ordinance No. 6094, was adopted to generally require the spaying or neutering of certain animals. Section 10 (A) of Ordinance No. 6067 requires an annual review by City Council of the effect and implementation of the spay/neuter requirements. The referenced annual report accompanies this item in satisfaction of said provision.

RECOMMENDATION:
Report only, no action required

BACKUP DOCUMENTATION:
Spay and Neuter Annual Update Report 2011

Spay and Neuter Annual Update

The City of Las Vegas enacted a mandatory spay and neuter ordinance in November 2009 wherein those residing within the jurisdictional boundaries of the city would be required to spay or neuter any cat or dog over the age of four months except under certain circumstances. Exceptions are granted for animals being held by a shelter or other organization for adoption; animals held by persons with a fanciers' permit; animals incapable of breeding or are medically unsuited for the procedure; and service and law enforcement animals. Additionally, the bill required dogs and cats be micro chipped before they can be recovered from impound or adopted. A "grace period" of approximately 5 months was defined to afford residents an opportunity to come into compliance thereby designating April 1, 2010 the date wherein the ordinance would start being enforced.

Recognizing this initiative is, by design, a long term project, impacts will not be seen over months but rather years. The information provided below shows we have had a positive impact thus far.

Pet Licensing

Since the Spay & Neuter ordinance was passed in November 2009, the City of Las Vegas has sold 22,183 pet licenses. 16,329 of the pet licenses were for spayed or neutered animals which results in approximately 74% compliance rate with the City of Las Vegas Mandatory Spay & Neuter ordinance.

We recognized an immediate upward trend as citizens became compliant with the pet licensing portion of the ordinance. This information is particularly useful in establishing baseline data from which comparisons can be analyzed. The recordation of pet licensing data will assist Animal Control in educational efforts thereby increasing the number of animals being spayed and neutered.

Shelter/Community Impact

The Animal Foundation has recognized a significant increase in the number of animals returned to their owners which are now required to be either spayed or neutered, as well as microchipped, prior to being released. These animals have been impounded by Animal Control Officers and are ones that have, in the past, contributed to other animals becoming pregnant and thereby increasing the local animal population and impacting shelter intake services.

Recent reports, provided by the Animal Foundation, indicate the actions taken by the City of Las Vegas have greatly improved efforts to protect our pet population. As of March, 2011:

- 3458 spay & neuter surgeries were performed on animals placed in adoption status which is a 100% increase from data collected during the reporting period of August 2008 to November 2009.
- 520 impounded animals were returned from the shelter, to their owners, with a spay & neuter surgery as opposed to 9 animals meeting the same criteria for the reporting period August 2008 to November 2009 reflecting a 5700% increase.
- 572 animals were returned to their owners with a microchip as opposed to 39 for the reporting period August 2008 to November 2009.

- 717 unaltered animals were impounded and brought to the shelter as opposed to 845 for the reporting period August 2008 to November 2009 reflecting a 17.8% decrease.

Veterinarian Impact

The Animal Control Unit surveyed approximately 20% of the 36 veterinarians who operate within the City of Las Vegas. On average, veterinarians reported their clients were receptive to the mandatory spay & neuter surgeries and that they had an approximate 10% to 20% increase in said surgeries. Additionally, two thirds of veterinarians lowered the cost of spay & neuter surgeries to accommodate clients due to ordinance requirements.

Citizen Feedback

At the time of implementation, citizens expressed concerns and voiced their hesitancy. We believe the numbers reported above reflect the communities desire to comply with the ordinance thereby protecting and controlling the City's pet population.

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Discussion and possible action regarding a Second Amendment to the Disposition and Development Agreement between the City of Las Vegas and Resort Gaming Group, LLC, for the purpose of amending the expiration date of the due diligence period and not requiring the Developer to pay the due diligence extension deposits for the site located at Stewart Avenue and Las Vegas Boulevard - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On December 1, 2010 Las Vegas City Council approved a Disposition and Development Agreement with Resort Gaming Group, LLC, for the purpose of redeveloping the current city hall as a new corporate headquarters for Zappos.com, Inc. Given the age of the current city hall building and the complexity of the transaction, additional time is needed by both the city and Resort Gaming Group to maneuver the logistics of the transaction. Both parties have agreed to an extended due diligence period, which would now expire at 5:00 PM on July 15, 2011. In addition, the city would not require the developer to pay the two $50,000 due diligence extension deposits, as set forth in the original Disposition and Development Agreement.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Second Amendment to Disposition and Development Agreement
2. Disclosure of Ownership/Principals

SECOND AMENDMENT TO
DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (this "*Amendment*") is entered into effective as of April _, 2011, being the date of approval of this Amendment by the City Council of the City of Las Vegas, Nevada, by and between the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada (the "*City*"), and RESORT GAMING GROUP, LLC, a Nevada limited liability company ("*Developer*"). The City and Developer are individually and collectively referred to herein as "*Party(ies)*".

WITNESSETH:

WHEREAS:

A. The Parties entered into (i) that certain Disposition and Development Agreement dated December 1, 2010 and (ii) that certain First Amendment to Disposition and Development Agreement dated March 15, 2011 (collectively, the "*DDA*") whereby the Parties have set forth their respective rights and obligations related to the sale by the City to Developer of the Site and the purchase and development of the Site by Developer.

B. The DDA creates for the benefit of Developer a Due Diligence Period that is scheduled to expire at 5:00 PM, Pacific Time, on March 30, 2011 (the "*Due Diligence Expiration Date*").

C. The Parties desire to enter into this Amendment in order to extend the Due Diligence Expiration Date.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending legally to be bound hereunder, hereby agree as follows:

1. Definitions. Any capitalized terms in this Amendment that are not otherwise defined in this Amendment shall have the same meaning as set forth in the DDA.

2. Due Diligence Period. Section 9.1 of the DDA is hereby deleted in its entirety and the following substituted in lieu thereof:

> 9.1 Due Diligence Period; Due Diligence Investigations. For the period commencing on the Effective Date and expiring at 5:00 PM, Pacific Time, on July 15, 2011 (the "*Due Diligence Period*"), and thereafter continuing through to the Closing Date, Developer, and its proposed senior lender and the End User, and their respective employees, agents, representatives, architects, engineers, consultants and contractors (collectively, the "*Due Diligence Authorized Parties*"), shall have the right, at all reasonable times and upon prior 24-hour notice given to the City (which may be telephonic), and subject to the remaining provisions of this Section 9, to enter the Site and the Option Parcels and conduct such Due Diligence Investigations as the Developer

in its discretion may desire or authorize in order to evaluate the desirability of its consummating the Transactions, it being agreed that any delegation of its rights under this Section 9 shall not release Developer of any of its obligations and duties to the City under this Section 9. Developer shall have no right to extend the Due Diligence Period beyond July 15, 2011.

City acknowledges and agrees that (i) Developer shall not be required to pay the Due Diligence Extension Deposits as set forth in the DDA and (ii) any Due Diligence Extension Deposits deposited in Escrow by Developer shall be refunded promptly to Developer by Escrow Agent.

3. Effect. Except as expressly set forth in this waiver, the DDA remains in full force and effect in all respects. In the event of any conflict between the terms of this waiver and the DDA, this Amendment shall govern and control.

4. Miscellaneous.

(a) Severability. Whenever possible, each provision of this Amendment shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Amendment and the remaining provisions shall remain in full force and effect.

(b) Governing Law. The interpretation and enforcement of this Amendment shall be governed in all respects by the laws of the State of Nevada.

(c) Captions. The captions contained in this Amendment are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Amendment.

(d) Counterparts. Each counterpart of this Amendment shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment. Delivery of this Amendment may be accomplished by facsimile transmission of this Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

CITY

City of Las Vegas, Nevada

By: _____
Oscar B. Goodman, Mayor

ATTEST:

_____
Beverly K. Bridges, MMC
City Clerk

APPROVED AS TO FORM:

M. Nichols ESQ.

3-29-11 Date

DEVELOPER

RESORT GAMING GROUP, LLC, a Nevada limited liability company

By: _____
Andrew B. Donner
Manager

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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
Name	Resort Gaming Group, LLC
Address	206 N. 3rd Street Las Vegas, NV 89101
Telephone	(702) 953-4320
EIN or DUNS	43-1980978

Block 2	Description:
Subject Matter of Contract/Agreement:	(1) Sale of City Hall, related north and south parking garages and KCLV TV Studio by City to Contracting Entity; (2) Lease back by City from Contracting Entity; and (3) Option granted by City to Contracting Entity to acquire parcels adjacent to City Hall site, all of the foregoing as further described in the Disposition and Development Agreement effective as of December 1, 2010, by and between City and Contracting Entity.
RFP #:	N/A

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation

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.	Andrew B. Donner/Managing Member	206 N. 3rd Street, Las Vegas, NV 89101	(702) 953-4320
2.			
3.			
4.			
5.			
6.			

7.			
8.			

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate.

By: _____

Name Andrew B. Donner,
Its: Managing Member

11-29-10
Date

State of Nevada
County of Clark

This instrument was acknowledged before me on

November 29, 2010 (date) by

Andrew B. Donner (name of person)

Marilyn Saldaña
Notary Public -

MARILYN SALDANA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 4-01-14
Certificate No: 02-74470-1

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Discussion and possible action regarding a Settlement Agreement by Decatur Shopping Center Associates, a Nevada limited partnership, City of Las Vegas, a municipal corporation of the State of Nevada, City of Las Vegas Redevelopment Agency (RDA), a Public body, and Alpha Omega Strategies, LLC, a Nevada limited liability company pertaining to the real property located at 1501 North Decatur Boulevard - Ward 5 (Barlow) [NOTE: This is a related item to RDA Items 6 and 7 and Council Item 41]

Fiscal Impact

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

PURPOSE/BACKGROUND:
City of Las Vegas Redevelopment Agency entered into a Disposition and Development Agreement with Alpha Omega Strategies, LLC on July 20, 2007 for the 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada. Disputes and litigation resulted between Decatur Shopping Center Associates and Alpha Omega Strategies, LLC over a Mutual Parking Agreement dated October 17, 1963. The Settlement Agreement resolves all disputes, litigation and claims of the parties pertaining to the Mutual Parking Agreement. The settlement is being funded by distributing the $324,000 Earnest Money deposit being held by the City of Las Vegas Redevelopment Agency. APNs 138-25-504-001 and -002; and 138-25-518-002.

RECOMMENDATION:
Approval and authorization to execute all related documents.

BACKUP DOCUMENTATION:
1. Settlement Agreement
2. Disclosure of Principals
3. Site Map

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the "Agreement") by Decatur Shopping Center Associates, a Nevada limited partnership, City of Las Vegas, a municipal corporation of the State of Nevada, City of Las Vegas Redevelopment Agency and Alpha Omega Strategies, LLC, a Nevada limited liability company.

1. Recitals.

A. Decatur Shopping Center Associates, a Nevada limited partnership (hereinafter "DSCA") is the owner of certain real property located at 1401 North Decatur Boulevard, Las Vegas, Nevada, APN No. 138-25-53-007 (hereinafter the "Shopping Center Property").

B. The City of Las Vegas (hereinafter the "City") is an organization existing under the laws of the State of Nevada.

C. The City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada 89108.

D. The City of Las Vegas Redevelopment Agency (hereinafter "RDA"), a public body, is the owner of approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, APN No. 138-25-503-006 (hereinafter the "City Property").

E. On or about October 17, 1963, the prior owners of the Shopping Center Property and the City Property entered into a Mutual Parking Agreement creating a parking easement for the benefit of both properties. The term of the parking easement was for 50 years. The easement expires on October 17, 2013. This term has not been extended.

F. Alpha Omega Strategies, LLC (hereinafter "AOS"), is a Nevada limited liability company. Alpha Omega entered into a Disposition and Development Agreement dated July 20,

2007 with the City and RDA which was amended on October 17, 2007, July 16, 2007, January 21, 2009 and finally entered into a Fourth Amended and Restated Disposition and Development Agreement (hereinafter "DDA") on July 1, 2009. Pursuant to the DDA, AOS had the right to purchase the City Property for development of a mid-rise age-restricted low income housing project with associated commercial redevelopment and office space.

G. On or about April 6, 2009, AOS purchased from the RDA a portion of parcel 138-25-518-001. In turn, AOS sold and/or transferred to HJEE, LLC, a portion of 138-25-518-001 in consideration for $3,100,000.00 representing approximately 3.91 acres of undeveloped real property for the purposes of developing a shopping market.

H. On or about July 1, 2009, DSCA initiated an action in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-09-594500-C, *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC.* (hereinafter the "shopping center litigation"). In its Complaint, DSCA asserts certain claims for relief for, among other things, conversion, trespass, inverse condemnation and punitive damages.

I. On August 17, 2009, The City and RDA filed an Answer denying all allegations and asserting an affirmative defense that it owed no duty or obligation to DSCA. On June 2, 2010, AOS filed an Answer denying all allegations and asserting an affirmative defense that it owed no duty or obligation to DSCA

J. On or about December 8, 2010, HJEE filed an Amended Answer, Crossclaim and Counterclaim (hereinafter "HJEE litigation"). The parties to this Agreement desire to resolve the shopping center litigation. Both DSCA and OAS specifically acknowledge this settlement will not resolve the Counterclaim and/or Crossclaim asserted by HJEE, LLC. The parties agree that

they will defend the claims and allegations of HJEE and each will bear their own attorney's fees and costs.

K. On or about February 23, 2010, in connection with the shopping center litigation, DSCA recorded a lis pendens relating to its easement. The parties hereto desire to resolve all of their claims including release of the lis pendens and relinquishment of DSCA's rights made in the 1963 Mutual Parking Agreement.

2. Mutual Conditional Release.

A. DSCA fully releases, acquits and forever discharges Alpha Omega Strategies, LLC, the City and the RDA and each of their predecessors, agents, servants, employees, representatives, attorneys, insurers, successors, affiliates, heirs, successors and assigns (collectively "Defendant Released Parties") of and from any and all known and unknown claims, either foreseen or unforeseen, for damages, costs, expenses, liabilities, causes of action, claims for relief and suits for damages, at law and in equity, future costs and expenses, and damages of any nature, including compensatory and punitive damages, which DSCA now has or may hereafter acquire by reason of any loss of or damage to, on account of or in any way arising out of or connected with Case No. A-09-594500-C, entitled *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC*, and which is hereby agreed to be dismissed with prejudice concurrently with this release, with each party to bear their own attorney's fees and costs.

B. It is understood that this settlement is a compromise of a doubtful and disputed claim, and that the making of this settlement is not to be construed as an admission or acknowledgment of liability or responsibility whatsoever on the part of the Defendant Released Parties, each of whom expressly deny all liability and responsibility.

C. This release extends and applies to and also covers and includes all unknown, unforeseen, unanticipated and unsuspected damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist.

D. In making this release, DSCA acknowledges and warrants and represents that it has been fully advised and represented by legal counsel of its own selection, and is fully familiar with all of the circumstances surrounding this action, and in executing this release, has relied upon the independent judgment and advice of counsel of its own selection and has in no way been influenced whatsoever in making this release by any representation or statement whatsoever regarding the matter set forth herein, or any matter made by any of the Defendant Released Parties, including its agents.

E. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and substantive and not a mere recital in nature.

F. DCSA declares that there are no independent, collateral, different, additional or other understandings, or agreements, oral or written, or obligations, to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the issuance of said draft has been made or agreed upon by or on behalf of releasees, or any of them.

G. DCSA further declares that this entire release has been carefully read and the contents thereof are fully known and understood and that the same is signed as the free and voluntary act of the undersigned, and that it is the express intention and purpose of the undersigned to waive, release and discharge any and all claims for relief or causes of action of every kind and any kind whatsoever against the Defendant Released Parties.

H. DCSA shall hold each of the Defendant Released Parties completely free and

harmless of and from, and shall indemnify each Defendant Released Parties for and against, all losses, damages, costs and expenses, including reasonable attorney's fees, and all other sums which said Defendant Released Parties may hereafter incur, pay, be required or become obligated to pay on account of any additional or other demand, claim, or suit by or on behalf of DCSA, its agents, predecessors, insurers, successors and assigns, for any loss of or damage to any property or property right, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this release or any part hereof for any reason whatsoever, including enforcement of this release by any of the Defendant Released Parties.

I. Alpha Omega Strategies, LLC, the City and the RDA fully release, acquit and forever discharge DSCA and each of its predecessors, agents, servants, employees, representatives, attorneys, insurers, successors, affiliates, heirs, successors and assigns (collectively "The DSCA Released Parties") of and from any and all known and unknown claims, either foreseen or unforeseen, for damages, costs, expenses, liabilities, causes of action, claims for relief and suits for damages, at law and in equity, future costs and expenses, and damages of any nature, including compensatory and punitive damages, which Alpha Omega Strategies, LLC, the City and the RDA now have or may hereafter acquire by reason of any loss of or damage to, on account of or in anyway arising out of or connected with Case No. A-09-594500-C, entitled *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC*, and which is hereby agreed to be dismissed with prejudice concurrently with this release, with each party to bear their own attorney's fees and costs.

J. It is understood that this settlement is a compromise of a doubtful and disputed claim, and that the making of this settlement is not to be construed as an admission or

acknowledgment of liability or responsibility whatsoever on the part of the DSCA Released Parties, each of whom expressly deny all liability and responsibility.

K. This release of the DSCA Released Parties extends and applies to and also covers and includes all unknown, unforeseen, unanticipated and unsuspected damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist.

L. In making this release, Alpha Omega Strategies, LLC, the City and the RDA acknowledge and warrant and represent that they have been fully advised and represented by legal counsel of their own selection, and are fully familiar with all of the circumstances surrounding this action, and in executing this release, has relied upon the independent judgment and advice of counsel of their own selection and has in no way been influenced whatsoever in making this release by any representation or statement whatsoever regarding the matter set forth herein, or any matter made by any of the DSCA Released Parties, including their agents.

M. This release of the DSCA Released Parties contains the entire agreement between the parties hereto and the terms of this release are contractual and substantive and not a mere recital in nature.

N. Alpha Omega Strategies, LLC, the City and the RDA declare that there are no independent, collateral, different, additional or other understandings, or agreements, oral or written, or obligations, to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the issuance of said draft has been made or agreed upon by or on behalf of releasees, or any of them.

O. Alpha Omega Strategies, LLC, the City and the RDA further declare that this entire release has been carefully read and the contents thereof are fully known and understood and that the same is signed as the free and voluntary act of the undersigned, and that it is the

express intention and purpose of the undersigned to waive, release and discharge any and all claims for relief or causes of action of every kind and any kind whatsoever against the DSCA Released Parties.

P. Alpha Omega Strategies, LLC, the City and the RDA shall hold each of the DSCA Released Parties completely free and harmless of and from, and shall indemnify each of the DSCA Released Parties for and against, all losses, damages, costs and expenses, including reasonable attorney's fees, and all other sums which said DSCA Released Parties may hereafter incur, pay, be required or become obligated to pay on account of any additional or other demand, claim, or suit by or on behalf of Alpha Omega Strategies, LLC, the City and the RDA, their agents, predecessors, insurers, successors and assigns, for any loss of or damage to any property or property right, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this release or any part hereof for any reason whatsoever, including enforcement of this release by any of the DSCA Released Parties.

3. Joint Drafting; No Admission.

It is hereby acknowledged that this Agreement has been drafted jointly and is not to be construed against any party.

Neither this Agreement, nor the negotiations or proceedings leading up to this Agreement, nor the execution of the mutual conditional release contemplated by this Agreement, shall be taken to be an admission of any kind by any party to this Agreement.

4. Dismissal of All Claims.

Concurrent with the execution of this Agreement, the parties shall execute a stipulation for dismissal with prejudice of DSCA's Complaint. In addition, DSCA shall release the lis pendens filed on February 23, 2010 and record a Notice of Release of Lis Pendens upon

execution of this Agreement.

5. Consideration.

AOS shall pay to DSCA the sum of Three Hundred Thousand Dollars and 00/100 ($300,000.00). The City and RDA are currently in possession of a cash deposit in the amount of $324,000.00 posted by AOS pursuant to the DDA. The City and RDA shall distribute the sum of $300,000.00 of the deposit to the Escrow Agent for the purposes of funding this settlement amount. In the event the escrow does not close within the time provided in Section 7, the $300,000.00 shall be returned to the RDA.

6. Rescission of Mutual Parking Agreement and Release of Lis Pendens.

Concurrent with the execution of this Agreement, DSCA shall execute the Rescission of Mutual Parking Agreement a copy of which is attached hereto as *Exhibit A*. Execution of the Rescission and Release of the Lis Pendens is a condition of closing and distribution of the settlement amount of $300,000.00.

7. Closing Agreement Through Escrow.

Upon the City Counsel's and RDA's formal approval and execution of this Agreement, the RDA shall, within 3 workings days from approval, deliver one duplicate original hereof, to Chicago Title of Nevada, 2300 West Sahara Avenue, Las Vegas, Nevada 89102 (the "Escrow Agent"), which shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The City Manager/Executive Director of RDA, Elizabeth N. Fretwell, or her written designee, shall have the authority to execute all documents necessary to close escrow. The document entitled Rescission of Mutual Parking Agreement shall be in a form attached hereto as *Exhibit A*,

or as corrected by Escrow Agent to conform to the requirements of this Agreement, and shall be executed by the parties and delivered to Escrow Agent. The document entitled Release of Lis Pendens shall be in the form attached as Exhibit A and executed by DSCA and delivered to the Escrow Agent. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner, not to exceed 3 weeks from the opening of Escrow. Escrow Agent shall record the Rescission of Mutual Parking Agreement and of Release of Lis Pendens and shall deliver any funds due DSCA under the terms of this Agreement at Closing. RDA shall pay all title insurance and closing costs. DSCA will not be required to pay any escrow fees and will receive from Escrow a total of $300,000.

Escrow shall close on or before 3 weeks following the opening of Escrow following formal approval by the City and RDA. Failure on the part of any Party hereto to execute or deposit necessary documents into Escrow close on or before 3 weeks following the opening of Escrow or failure to deposit the $300,000 check into Escrow shall constitute a breach of this Agreement.

8. Condition of Closing.

As a condition of closing, Escrow Agent shall provide a commitment to issue to RDA a policy of title insurance with respect to the Agency's property which is the subject to the Mutual Parking Agreement dated October 17, 1963, recorded as Instrument No. 392752 in Book No. 487, Official Records, Clark County, Nevada, or at RDA's request, shall provide such policy of title insurance to Agency, insuring that following the recordation of the Rescission of Mutual Parking Agreement as set forth herein, the Mutual Parking Agreement shall be rescinded and shall have no further force or effect whatsoever, and that no persons or entities shall have any rights thereunder. DSCA shall execute any documents and shall secure any signatures required

by Escrow Agent necessary to guarantee that the Rescission of Mutual Parking Agreement shall have such effect.

9. Shopping Center's Right of Ingress and Egress.

The City and the RDA shall not vacate Laurelhurst Drive or Westmoreland Drive adjacent to the DSCA's property, APN No. 138-25-503-007, without assuring that half of such streets adjacent to the DSCA's property, together with the half of Laurelhurst Drive shall revert to the DSCA so that DSCA shall receive title to such half of the streets pursuant to NRS 278.480(7) and have ingress and egress through and over such half of the streets adjacent to the Shopping Center Property and easement area in perpetuity, unless otherwise agreed by DSCA in writing. Additionally, the City and the RDA shall allow at least two (2) hour parking on such streets, by meter or otherwise. This paragraph shall survive the closing of escrow and shall be a covenant running with and benefiting the Shopping Center Property referred to herein.

10. Entire Agreement.

This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by any party relative to the subject matter hereof which are not expressly set forth herein.

11. Amendment.

Only a written instrument executed by the parties hereto may amend this Agreement.

12. Headings.

The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

13. Governing Law.

The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement. Venue for any action with respect to this matter shall be only in the State of Nevada.

14. Successors and Assigns.

This Agreement shall bind an inure to the benefit of DSCA, Alpha Omega Strategies, LLC, the City and the RDA and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns, except as otherwise specified. This Agreement shall not be assigned by any party.

15. Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

16. Attorney's Fees.

In the event of any litigation with respect to this Agreement, the parties shall bear their own attorney's fees and costs.

17. Partial Invalidity.

If any term of this Agreement or the application of any term of this Agreement is held to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way. This Agreement is intended by the parties to be

construed in the broadest extent possible to effectuate settlement.

18. **Necessary Acts.**

Each of the parties shall do any reasonable act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

19. **No Third-Party Beneficiaries.**

Except as otherwise provided in this Agreement, nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any person or entity not a party to this Agreement any rights or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained herein.

20. **Contract Execution.**

This Agreement may be executed in counterparts with the same force and effect as if all signatures were set forth in a single instrument. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "fax" copies) which facsimile signatures shall be as binding and effective as original signatures.

21. **Effective Date of Agreement.**

The effective date of this Agreement shall be the date on which the last person whose signature is required on this Agreement signs this Agreement.

22. **Authority to Execute Agreement.**

The persons signing this Agreement each warrant that they have the authority to sign this Agreement on behalf of the entity for which they are signing.

Dated: 28, 2011.

DECATUR SHOPPING CENTER ASSOCIATES

By: _____
BURT BLUM
Its: General Partner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles

On Mar. 28, 2011 (Date) before me, Jennifer Saltos-Thomas Notary Public (Here Insert Name and Title of the Officer),

personally appeared Burt Blum (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer Saltos Thomas (Signature of Notary Public)

JENNIFER SALTOS-THOMAS
Commission # 1904007
Notary Public - California
Los Angeles County
My Comm. Expires Sep 13, 2014

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.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item #5907

STATE OF _____)
) ss. see attachment SST
COUNTY OF _____)

On this ___ day of _____, 2011, before me, a Notary Public, appeared Burt Blum, as the General Partner of DECATUR SHOPPING CENTER ASSOCIATES, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

NOTARY PUBLIC in and for said
County and State

Dated: March 25, 2011.

ALPHA OMEGA STRATEGIES, LLC

By: _____
Name

Its: Managing Member

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 25th day of March, 2011, before me, a Notary Public, appeared James Bruce Bayne, as the Managing Member of ALPHA OMEGA STRATEGIES, LLC, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

NOTARY PUBLIC in and for said
County and State

PAMELA M. KLAUSKY
Notary Public State of Nevada
No. 01-66884-1
My appt. exp. Feb. 11, 2013

Dated: _____, 2011.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
Name

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2011, before me, a Notary Public, appeared _____, as the _____ of CITY OF LAS VEGAS REDEVEOPMENT AGENCY, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

_____
NOTARY PUBLIC in and for said
County and State

Dated: _____, 2011.

CITY OF LAS VEGAS

By: _____
Name

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2011, before me, a Notary Public, appeared _____, as the _____ of CITY OF LAS VEGAS, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

_____
NOTARY PUBLIC in and for said
County and State

Approved as to form:

Phillip R Byrnes

DEPUTY CITY ATTORNEY Date 4/5/11

EXHIBIT "A"

EXHIBIT "A"

EXHIBIT "A"

APN: 138-25-503-006
138-25-503-007

RESCISSION OF MUTUAL PARKING AGREEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DECATUR SHOPPING CENTER ASSOCIATES, a Nevada Limited Partnership, and

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, organized and existing under the Community Redevelopment Law of the State of Nevada,

Do hereby rescind, cancel, terminate and end the Mutual Parking Agreement and the covenant running with the land declared therein, dated October 17, 1963 and recorded as instrument 392752 in book 487 of the official records, Clark County Recorder's Office, Clark County, Nevada, so that said Mutual Parking Agreement shall have no further force or effect whatsoever as though it had never existed or been recorded.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Oscar B. Goodman, Chairperson

_____
~~Barbara Jo Ronemus~~, Secretary
BEVERLY K. BRIDGES

Approved as to form:

_____
Deputy Agency Attorney

Dated: _____

DECATUR SHOPPING CENTER
ASSOCIATES

By: _____
Burt J. Blum, General Partner

ALPHA OMEGA STRATEGIES, LLC

By: _____

Its: _____

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name - Alpha Omega Strategies
Address – 4908 Carmen Blvd
Telephone – 702-592-1990
EIN or DUNS

Block 2 **Description**
Subject Matter of Contract/Agreement
Settlement Agreement
RFP#

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Bruce Bayne	9555 Del Webb Las Vegas NV. 89128	702-335-0351
2.	Michael J. McDonald	4908 Carmen Blvd. Las Vegas NV. 89108	702-592-1990
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

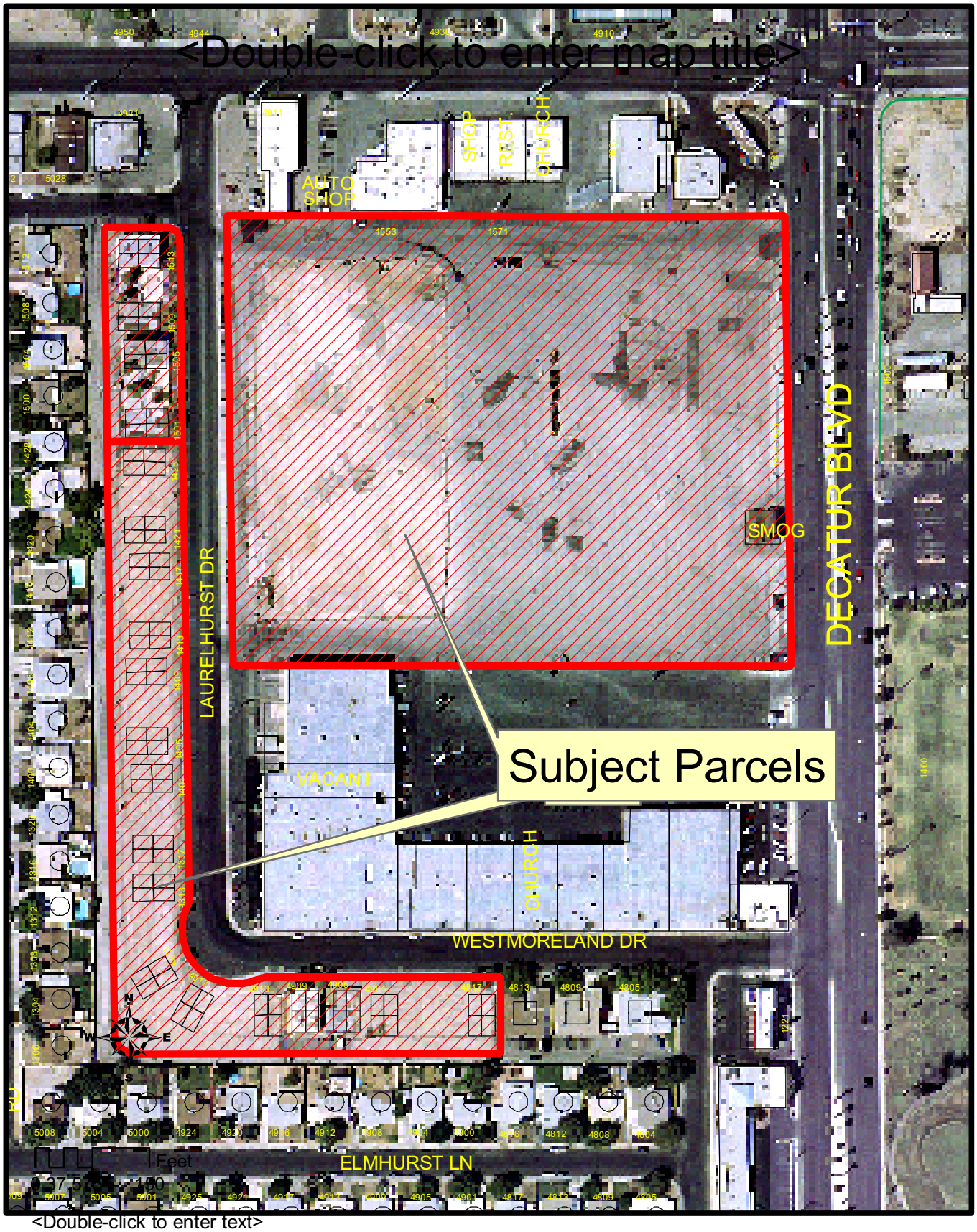
Name

1/5/11
Date

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

Notary Public

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



<Double-click to enter text>

Location Map

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Discussion and possible action regarding a First Amendment To Fourth Amended And Restated Disposition And Development Agreement by and between City of Las Vegas, a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency (RDA), a Public Body, and Alpha Omega Strategies, LLC, pertaining to the disposition of the real property located at 1501 North Decatur Boulevard ($324,000 Earnest Money Deposit) - Ward 5 (Barlow) [NOTE: This item is related to RDA Items 6 and 7 and Council Item 40]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $324,000
Funding Source: Earnest Money Deposit
Dept./Division: Economic and Urban Development/Redevelopment Agency

PURPOSE/BACKGROUND:
The parties entered into a Disposition and Development Agreement on July 20, 2007. This amendment is to extend acquisition and development milestones for the remaining residential and commercial lots, set milestones for the application of private activity bonds and release the Earnest Money Deposit to settle the dispute concerning the cross parking easement. (APNs 138-25-504-001 and -002; 138-25-518-002)

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. First Amendment To Fourth Amended And Restated Disposition And Development Agreement
2. Disclosure of Ownership
3. Site Map

FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT ("First Amendment") is entered into this 20 day of April, 2011 (the "Effective Date") by and among the City of Las Vegas ("City"), a municipal corporation of the State of Nevada, the City of Las Vegas Redevelopment Agency ("RDA"), a Public Body, (City and RDA collectively herein the "Sellers") and Alpha Omega Strategies, LLC., ("Buyer").

RECITALS

WHEREAS, the Parties entered into a Disposition and Development Agreement dated July 20, 2007, which was amended on October 17, 2007 with the First Amendment to the Disposition and Development Agreement and the Second Amendment to the Disposition and Development Agreement on July 16, 2007 and the Third Amended and Restated Disposition and Development Agreement on January 21, 2009 and the Fourth Amended and Restated Disposition and Development Agreement dated July 1, 2009 (collectively the "Original DDA"), wherein the Sellers agree to sell certain real property generally located at 1501 North Decatur Boulevard, Las Vegas, Nevada (the "Site") to Buyer. Buyer will purchase the Site for the purpose of constructing affordable, age-restricted rental units and commercial retails space to cater to residents of the residential units; and

WHEREAS, the Parties desire to enter into this First Amendment in order to amend the Original DDA on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto do hereby agree as follows:

1. Section 1, PURCHASE AND SALE, subsection (d), third and fourth and fifth paragraphs, shall be deleted in their entirety and read as follows.

"For the Commercial retail lots on Parcel A, Buyer agrees that, in all events, within six (6) months after the acquisition of any commercial lot, the Buyer will commence construction on the acquired commercial lot and will complete such construction within twenty-four (24) months after commencement of construction. The Buyer covenants that all end user contracts for the remaining parcels will comply with this construction timeline as well."

"For the residential lot on Parcel A, Buyer shall close escrow no later than April 2, 2012 and commence construction of the residential mid-rise tower ("tower") no later than May 2, 2012 and complete said construction of the tower no later than February 27, 2015."

"Buyer shall submit a completed private activity bonds application to the City by August 17, 2011 for City Council approval at its September 21, 2011 meeting. Buyer shall submit a completed Multi-family Housing Bond Application to Nevada Housing Division by October 3, 2011 to ensure application analyses, marketing/sales of the private activity bonds, and availability of bonds proceeds to close escrow no later than April 2, 2012. Failure to comply with this requirement will result in termination of any approved private activity bond volume cap allocation.

For Parcels B and C, Buyer shall acquire Parcels B and C no later than September 20, 2012 and begin construction of the low-rise residential project no later than October 20, 2012."

2. Section 8, ESCROW, subsection (a), shall be amended to read as follows:

For the commercial retail pads on Parcel A, close escrow no later than July 20, 2011. For Parcels B and C, close escrow no later than September 20, 2012.

3. Section 9, CONDTIONS PRECEDENT TO CLOSING, subsection (c), first paragraph, next-to-last sentence shall be amended to read as follows:

The Buyer shall close escrow on Parcels B and C no later than September 20, 2012.

4. RDA, Buyer and Decatur Shopping Center Associates, a Nevada limited partnership ("DSCA") are parties to that certain lawsuit initiated in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-09-594500-C, *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC* (the "Lawsuit"). In the complaint of the Lawsuit, DSCA asserts certain claims for relief for, among other things, conversion, trespass, inverse condemnation and punitive damages. RDA, Buyer and DSCA have, or are about to, enter into a Settlement Agreement to fully settle and resolve the Lawsuit. A copy of the Settlement Agreement is attached to this First Amendment as Exhibit "A" (the "Settlement Agreement"). RDA agrees (i) to deposit $300,000 of the $324,000 Deposit held by RDA pursuant to the Original DDA (the "Released Funds") into the escrow created pursuant to the Settlement Agreement to be held and applied as set forth in the Settlement Agreement and in the related escrow instructions and (ii) to release the remaining $24,000 of the Deposit to Buyer. In connection with the deposit of the Released Funds into such escrow, the parties agree as follows:

(a) Such deposit of the Released Funds and the application of the Released Funds pursuant to the Settlement Agreement shall not in any way reduce the Purchase Price of the Site which Buyer agrees remains at the sum of $6,175,000.00.

(b) In the event the settlement of the Lawsuit does not close pursuant to the Settlement Agreement, (i) Buyer acknowledges that pursuant to such escrow instructions, the Released Funds into escrow shall be returned to RDA to be held pursuant to the terms and conditions of the Original DDA and (ii) RDA agrees that Buyer shall be entitled to retain the $24,000 balance of the Deposit released to Buyer.

5. Except as expressly provided in this First Amendment, the Original DDA remains in full force and effect. In the event of any conflict or ambiguities between the terms and conditions of this First Amendment and the Original DDA, the terms of this First Amendment shall govern and control.

SIGNATURE BLOCKS ON NEXT PAGE

IN WITNES WHEREOF, the parties hereto have executed this First Amendment to Disposition and Development Agreement as of the date first above written.

ATTEST:

CITY OF LAS VEGAS

_____
Beverly K. Bridges, CMC, City Clerk

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

_____
Beverly K. Bridges, CMC, Secretary

By _____
OSCAR B. GOODMAN, Chairman

APPROVED AS TO FORM:

M. Nielsen, Esq.
4-11-11

ALPHA OMEGA STRATEGIES, LLC

By: _____

Title: _____

EXHIBIT "A" SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter the "Agreement") by Decatur Shopping Center Associates, a Nevada limited partnership, City of Las Vegas, a municipal corporation of the State of Nevada, City of Las Vegas Redevelopment Agency and Alpha Omega Strategies, LLC, a Nevada limited liability company.

1. Recitals.

A. Decatur Shopping Center Associates, a Nevada limited partnership (hereinafter "DSCA") is the owner of certain real property located at 1401 North Decatur Boulevard, Las Vegas, Nevada, APN No. 138-25-53-007 (hereinafter the "Shopping Center Property").

B. The City of Las Vegas (hereinafter the "City") is an organization existing under the laws of the State of Nevada.

C. The City owns multiple parcels of vacant land consisting of approximately 3.39 acres located along Westmoreland Drive and Laurelhurst Drive, which is adjacent to 1501 North Decatur Boulevard, Las Vegas, Nevada 89108.

D. The City of Las Vegas Redevelopment Agency (hereinafter "RDA"), a public body, is the owner of approximately 9.95 acres located at 1501 North Decatur Boulevard, Las Vegas, Nevada, APN No. 138-25-503-006 (hereinafter the "City Property").

E. On or about October 17, 1963, the prior owners of the Shopping Center Property and the City Property entered into a Mutual Parking Agreement creating a parking easement for the benefit of both properties. The term of the parking easement was for 50 years. The easement expires on October 17, 2013. This term has not been extended.

F. Alpha Omega Strategies, LLC (hereinafter "AOS"), is a Nevada limited liability company. Alpha Omega entered into a Disposition and Development Agreement dated July 20,

2007 with the City and RDA which was amended on October 17, 2007, July 16, 2007, January 21, 2009 and finally entered into a Fourth Amended and Restated Disposition and Development Agreement (hereinafter "DDA") on July 1, 2009. Pursuant to the DDA, AOS had the right to purchase the City Property for development of a mid-rise age-restricted low income housing project with associated commercial redevelopment and office space.

G. On or about April 6, 2009, AOS purchased from the RDA a portion of parcel 138-25-518-001. In turn, AOS sold and/or transferred to HJEE, LLC, a portion of 138-25-518-001 in consideration for $3,100,000.00 representing approximately 3.91 acres of undeveloped real property for the purposes of developing a shopping market.

H. On or about July 1, 2009, DSCA initiated an action in the Eighth Judicial District Court, Clark County, Nevada, Case No. A-09-594500-C, *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC.* (hereinafter the "shopping center litigation"). In its Complaint, DSCA asserts certain claims for relief for, among other things, conversion, trespass, inverse condemnation and punitive damages.

I. On August 17, 2009, The City and RDA filed an Answer denying all allegations and asserting an affirmative defense that it owed no duty or obligation to DSCA. On June 2, 2010, AOS filed an Answer denying all allegations and asserting an affirmative defense that it owed no duty or obligation to DSCA

J. On or about December 8, 2010, HJEE filed an Amended Answer, Crossclaim and Counterclaim (hereinafter "HJEE litigation"). The parties to this Agreement desire to resolve the shopping center litigation. Both DSCA and OAS specifically acknowledge this settlement will not resolve the Counterclaim and/or Crossclaim asserted by HJEE, LLC. The parties agree that

they will defend the claims and allegations of HJEE and each will bear their own attorney's fees and costs.

K. On or about February 23, 2010, in connection with the shopping center litigation, DSCA recorded a lis pendens relating to its easement. The parties hereto desire to resolve all of their claims including release of the lis pendens and relinquishment of DSCA's rights made in the 1963 Mutual Parking Agreement.

2. Mutual Conditional Release.

A. DSCA fully releases, acquits and forever discharges Alpha Omega Strategies, LLC, the City and the RDA and each of their predecessors, agents, servants, employees, representatives, attorneys, insurers, successors, affiliates, heirs, successors and assigns (collectively "Defendant Released Parties") of and from any and all known and unknown claims, either foreseen or unforeseen, for damages, costs, expenses, liabilities, causes of action, claims for relief and suits for damages, at law and in equity, future costs and expenses, and damages of any nature, including compensatory and punitive damages, which DSCA now has or may hereafter acquire by reason of any loss of or damage to, on account of or in any way arising out of or connected with Case No. A-09-594500-C, entitled *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC*, and which is hereby agreed to be dismissed with prejudice concurrently with this release, with each party to bear their own attorney's fees and costs.

B. It is understood that this settlement is a compromise of a doubtful and disputed claim, and that the making of this settlement is not to be construed as an admission or acknowledgment of liability or responsibility whatsoever on the part of the Defendant Released Parties, each of whom expressly deny all liability and responsibility.

C. This release extends and applies to and also covers and includes all unknown, unforeseen, unanticipated and unsuspected damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist.

D. In making this release, DSCA acknowledges and warrants and represents that it has been fully advised and represented by legal counsel of its own selection, and is fully familiar with all of the circumstances surrounding this action, and in executing this release, has relied upon the independent judgment and advice of counsel of its own selection and has in no way been influenced whatsoever in making this release by any representation or statement whatsoever regarding the matter set forth herein, or any matter made by any of the Defendant Released Parties, including its agents.

E. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and substantive and not a mere recital in nature.

F. DCSA declares that there are no independent, collateral, different, additional or other understandings, or agreements, oral or written, or obligations, to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the issuance of said draft has been made or agreed upon by or on behalf of releasees, or any of them.

G. DCSA further declares that this entire release has been carefully read and the contents thereof are fully known and understood and that the same is signed as the free and voluntary act of the undersigned, and that it is the express intention and purpose of the undersigned to waive, release and discharge any and all claims for relief or causes of action of every kind and any kind whatsoever against the Defendant Released Parties.

H. DCSA shall hold each of the Defendant Released Parties completely free and

harmless of and from, and shall indemnify each Defendant Released Parties for and against, all losses, damages, costs and expenses, including reasonable attorney's fees, and all other sums which said Defendant Released Parties may hereafter incur, pay, be required or become obligated to pay on account of any additional or other demand, claim, or suit by or on behalf of DCSA, its agents, predecessors, insurers, successors and assigns, for any loss of or damage to any property or property right, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this release or any part hereof for any reason whatsoever, including enforcement of this release by any of the Defendant Released Parties.

I. Alpha Omega Strategies, LLC, the City and the RDA fully release, acquit and forever discharge DSCA and each of its predecessors, agents, servants, employees, representatives, attorneys, insurers, successors, affiliates, heirs, successors and assigns (collectively "The DSCA Released Parties") of and from any and all known and unknown claims, either foreseen or unforeseen, for damages, costs, expenses, liabilities, causes of action, claims for relief and suits for damages, at law and in equity, future costs and expenses, and damages of any nature, including compensatory and punitive damages, which Alpha Omega Strategies, LLC, the City and the RDA now have or may hereafter acquire by reason of any loss of or damage to, on account of or in anyway arising out of or connected with Case No. A-09-594500-C, entitled *Decatur Shopping Center Associates v. City of Las Vegas, City of Las Vegas Redevelopment Agency, Alpha Omega Strategies, LLC and HJEE, LLC*, and which is hereby agreed to be dismissed with prejudice concurrently with this release, with each party to bear their own attorney's fees and costs.

J. It is understood that this settlement is a compromise of a doubtful and disputed claim, and that the making of this settlement is not to be construed as an admission or

acknowledgment of liability or responsibility whatsoever on the part of the DSCA Released Parties, each of whom expressly deny all liability and responsibility.

K. This release of the DSCA Released Parties extends and applies to and also covers and includes all unknown, unforeseen, unanticipated and unsuspected damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist.

L. In making this release, Alpha Omega Strategies, LLC, the City and the RDA acknowledge and warrant and represent that they have been fully advised and represented by legal counsel of their own selection, and are fully familiar with all of the circumstances surrounding this action, and in executing this release, has relied upon the independent judgment and advice of counsel of their own selection and has in no way been influenced whatsoever in making this release by any representation or statement whatsoever regarding the matter set forth herein, or any matter made by any of the DSCA Released Parties, including their agents.

M. This release of the DSCA Released Parties contains the entire agreement between the parties hereto and the terms of this release are contractual and substantive and not a mere recital in nature.

N. Alpha Omega Strategies, LLC, the City and the RDA declare that there are no independent, collateral, different, additional or other understandings, or agreements, oral or written, or obligations, to be performed, things to be done, or payments to be made; and further, no promise, inducement or consideration other than the issuance of said draft has been made or agreed upon by or on behalf of releasees, or any of them.

O. Alpha Omega Strategies, LLC, the City and the RDA further declare that this entire release has been carefully read and the contents thereof are fully known and understood and that the same is signed as the free and voluntary act of the undersigned, and that it is the

express intention and purpose of the undersigned to waive, release and discharge any and all claims for relief or causes of action of every kind and any kind whatsoever against the DSCA Released Parties.

P. Alpha Omega Strategies, LLC, the City and the RDA shall hold each of the DSCA Released Parties completely free and harmless of and from, and shall indemnify each of the DSCA Released Parties for and against, all losses, damages, costs and expenses, including reasonable attorney's fees, and all other sums which said DSCA Released Parties may hereafter incur, pay, be required or become obligated to pay on account of any additional or other demand, claim, or suit by or on behalf of Alpha Omega Strategies, LLC, the City and the RDA, their agents, predecessors, insurers, successors and assigns, for any loss of or damage to any property or property right, or for any contest or attempt to modify, change, reform, break, set aside, nullify, cancel or negate this release or any part hereof for any reason whatsoever, including enforcement of this release by any of the DSCA Released Parties.

3. Joint Drafting; No Admission.

It is hereby acknowledged that this Agreement has been drafted jointly and is not to be construed against any party.

Neither this Agreement, nor the negotiations or proceedings leading up to this Agreement, nor the execution of the mutual conditional release contemplated by this Agreement, shall be taken to be an admission of any kind by any party to this Agreement.

4. Dismissal of All Claims.

Concurrent with the execution of this Agreement, the parties shall execute a stipulation for dismissal with prejudice of DSCA's Complaint. In addition, DSCA shall release the lis pendens filed on February 23, 2010 and record a Notice of Release of Lis Pendens upon

execution of this Agreement.

5. Consideration.

AOS shall pay to DSCA the sum of Three Hundred Thousand Dollars and 00/100 ($300,000.00). The City and RDA are currently in possession of a cash deposit in the amount of $324,000.00 posted by AOS pursuant to the DDA. The City and RDA shall distribute the sum of $300,000.00 of the deposit to the Escrow Agent for the purposes of funding this settlement amount. In the event the escrow does not close within the time provided in Section 7, the $300,000.00 shall be returned to the RDA.

6. Rescission of Mutual Parking Agreement and Release of Lis Pendens.

Concurrent with the execution of this Agreement, DSCA shall execute the Rescission of Mutual Parking Agreement a copy of which is attached hereto as *Exhibit A*. Execution of the Rescission and Release of the Lis Pendens is a condition of closing and distribution of the settlement amount of $300,000.00.

7. Closing Agreement Through Escrow.

Upon the City Counsel's and RDA's formal approval and execution of this Agreement, the RDA shall, within 3 workings days from approval, deliver one duplicate original hereof, to Chicago Title of Nevada, 2300 West Sahara Avenue, Las Vegas, Nevada 89102 (the "Escrow Agent"), which shall constitute the escrow instructions to close the transaction as soon as all matters necessary to close escrow under the terms of this Agreement have been fulfilled. The parties shall execute any additional escrow instructions deemed necessary by the Escrow Agent. The City Manager/Executive Director of RDA, Elizabeth N. Fretwell, or her written designee, shall have the authority to execute all documents necessary to close escrow. The document entitled Rescission of Mutual Parking Agreement shall be in a form attached hereto as *Exhibit A*,

or as corrected by Escrow Agent to conform to the requirements of this Agreement, and shall be executed by the parties and delivered to Escrow Agent. The document entitled Release of Lis Pendens shall be in the form attached as Exhibit A and executed by DSCA and delivered to the Escrow Agent. The parties shall execute all documents and provide the payments necessary to close escrow in a timely manner, not to exceed 3 weeks from the opening of Escrow. Escrow Agent shall record the Rescission of Mutual Parking Agreement and of Release of Lis Pendens and shall deliver any funds due DSCA under the terms of this Agreement at Closing. RDA shall pay all title insurance and closing costs. DSCA will not be required to pay any escrow fees and will receive from Escrow a total of $300,000.

Escrow shall close on or before 3 weeks following the opening of Escrow following formal approval by the City and RDA. Failure on the part of any Party hereto to execute or deposit necessary documents into Escrow close on or before 3 weeks following the opening of Escrow or failure to deposit the $300,000 check into Escrow shall constitute a breach of this Agreement.

8. Condition of Closing.

As a condition of closing, Escrow Agent shall provide a commitment to issue to RDA a policy of title insurance with respect to the Agency's property which is the subject to the Mutual Parking Agreement dated October 17, 1963, recorded as Instrument No. 392752 in Book No. 487, Official Records, Clark County, Nevada, or at RDA's request, shall provide such policy of title insurance to Agency, insuring that following the recordation of the Rescission of Mutual Parking Agreement as set forth herein, the Mutual Parking Agreement shall be rescinded and shall have no further force or effect whatsoever, and that no persons or entities shall have any rights thereunder. DSCA shall execute any documents and shall secure any signatures required

by Escrow Agent necessary to guarantee that the Rescission of Mutual Parking Agreement shall have such effect.

9. Shopping Center's Right of Ingress and Egress.

The City and the RDA shall not vacate Laurelhurst Drive or Westmoreland Drive adjacent to the DSCA's property, APN No. 138-25-503-007, without assuring that half of such streets adjacent to the DSCA's property, together with the half of Laurelhurst Drive shall revert to the DSCA so that DSCA shall receive title to such half of the streets pursuant to NRS 278.480(7) and have ingress and egress through and over such half of the streets adjacent to the Shopping Center Property and easement area in perpetuity, unless otherwise agreed by DSCA in writing. Additionally, the City and the RDA shall allow at least two (2) hour parking on such streets, by meter or otherwise. This paragraph shall survive the closing of escrow and shall be a covenant running with and benefiting the Shopping Center Property referred to herein.

10. Entire Agreement.

This Agreement embodies the entire agreement between the parties relative to the subject matter hereof, and there are no oral or written agreements between the parties or any representations made by any party relative to the subject matter hereof which are not expressly set forth herein.

11. Amendment.

Only a written instrument executed by the parties hereto may amend this Agreement.

12. Headings.

The captions and headings used in this Agreement are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this Agreement.

13. Governing Law.

The laws of the State of Nevada and the applicable federal laws of the United States shall govern this Agreement. Venue for any action with respect to this matter shall be only in the State of Nevada.

14. Successors and Assigns.

This Agreement shall bind an inure to the benefit of DSCA, Alpha Omega Strategies, LLC, the City and the RDA and their respective heirs, executors, administrators, personal and legal representatives, successors and assigns, except as otherwise specified. This Agreement shall not be assigned by any party.

15. Invalid Provision.

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

16. Attorney's Fees.

In the event of any litigation with respect to this Agreement, the parties shall bear their own attorney's fees and costs.

17. Partial Invalidity.

If any term of this Agreement or the application of any term of this Agreement is held to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way. This Agreement is intended by the parties to be

construed in the broadest extent possible to effectuate settlement.

18. Necessary Acts.

Each of the parties shall do any reasonable act or thing and execute any or all documents or instruments necessary or proper to effectuate the provisions and intent of this Agreement.

19. No Third-Party Beneficiaries.

Except as otherwise provided in this Agreement, nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any person or entity not a party to this Agreement any rights or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained herein.

20. Contract Execution.

This Agreement may be executed in counterparts with the same force and effect as if all signatures were set forth in a single instrument. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "fax" copies) which facsimile signatures shall be as binding and effective as original signatures.

21. Effective Date of Agreement.

The effective date of this Agreement shall be the date on which the last person whose signature is required on this Agreement signs this Agreement.

22. Authority to Execute Agreement.

The persons signing this Agreement each warrant that they have the authority to sign this Agreement on behalf of the entity for which they are signing.

Dated: 28, 2011.

DECATUR SHOPPING CENTER ASSOCIATES

By: _____
BURT BLUM
Its: General Partner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles

On Mar. 28, 2011 (Date) before me, Jennifer Saltos-Thomas Notary Public (Here Insert Name and Title of the Officer),

personally appeared Burt Blum (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jennifer Saltos Thomas (Signature of Notary Public)

JENNIFER SALTOS-THOMAS
Commission # 1904007
Notary Public - California
Los Angeles County
My Comm. Expires Sep 13, 2014

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.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

STATE OF _____)
) ss. see attachment SST
COUNTY OF _____)

On this ___ day of _____, 2011, before me, a Notary Public, appeared Burt Blum, as the General Partner of DECATUR SHOPPING CENTER ASSOCIATES, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

NOTARY PUBLIC in and for said
County and State

Dated: March 25, 2011.

ALPHA OMEGA STRATEGIES, LLC

By: _____
Name

Its: Managing Member

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 25th day of March, 2011, before me, a Notary Public, appeared James Bruce Payne, as the Managing Member of ALPHA OMEGA STRATEGIES, LLC, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

NOTARY PUBLIC in and for said
County and State

PAMELA M. KLAUSKY
Notary Public State of Nevada
No. 01-66884-1
My appt. exp. Feb. 11, 2013

Dated: _____, 2011.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
Name

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2011, before me, a Notary Public, appeared _____, as the _____ of CITY OF LAS VEGAS REDEVEOPMENT AGENCY, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

_____
NOTARY PUBLIC in and for said
County and State

Dated: _____, 2011.

CITY OF LAS VEGAS

By: _____
Name

Its: _____

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2011, before me, a Notary Public, appeared _____, as the _____ of CITY OF LAS VEGAS, to me personally known or proven to be known, and who acknowledged the execution of the foregoing Settlement Agreement on behalf of said company for the consideration set forth therein.

_____
NOTARY PUBLIC in and for said
County and State

Approved as to form!

Deputy City Attorney Date 4/5/11

EXHIBIT "A"

EXHIBIT "A"

EXHIBIT "A"

APN: 138-25-503-006
138-25-503-007

RESCISSION OF MUTUAL PARKING AGREEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

DECATUR SHOPPING CENTER ASSOCIATES, a Nevada Limited Partnership, and

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, organized and existing under the Community Redevelopment Law of the State of Nevada,

Do hereby rescind, cancel, terminate and end the Mutual Parking Agreement and the covenant running with the land declared therein, dated October 17, 1963 and recorded as instrument 392752 in book 487 of the official records, Clark County Recorder's Office, Clark County, Nevada, so that said Mutual Parking Agreement shall have no further force or effect whatsoever as though it had never existed or been recorded.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Oscar B. Goodman, Chairperson

~~Barbara Jo Ronemus~~, Secretary
BEVERLY K. BRIDGES

Approved as to form:

_____
Deputy Agency Attorney

Dated: _____

DECATUR SHOPPING CENTER
ASSOCIATES

By: _____
Burt J. Blum, General Partner

ALPHA OMEGA STRATEGIES, LLC

By: _____

Its: _____

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name Alpha Omega Strategies, LLC
Address 4908 Carmen Blvd, LV, NV
Telephone 702-592-1990
EIN or DUNS

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

FIRST AMENDMENT TO FOURTH AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

RFP#

Block 3 **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**Bruce Bayne**	**9555 Del Webb Las Vegas NV. 89128**	**702-335-0351**
2.	**Michael J. McDonald**	**4908 Carmen Blvd. Las Vegas NV. 89108**	**702-592-1990**
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

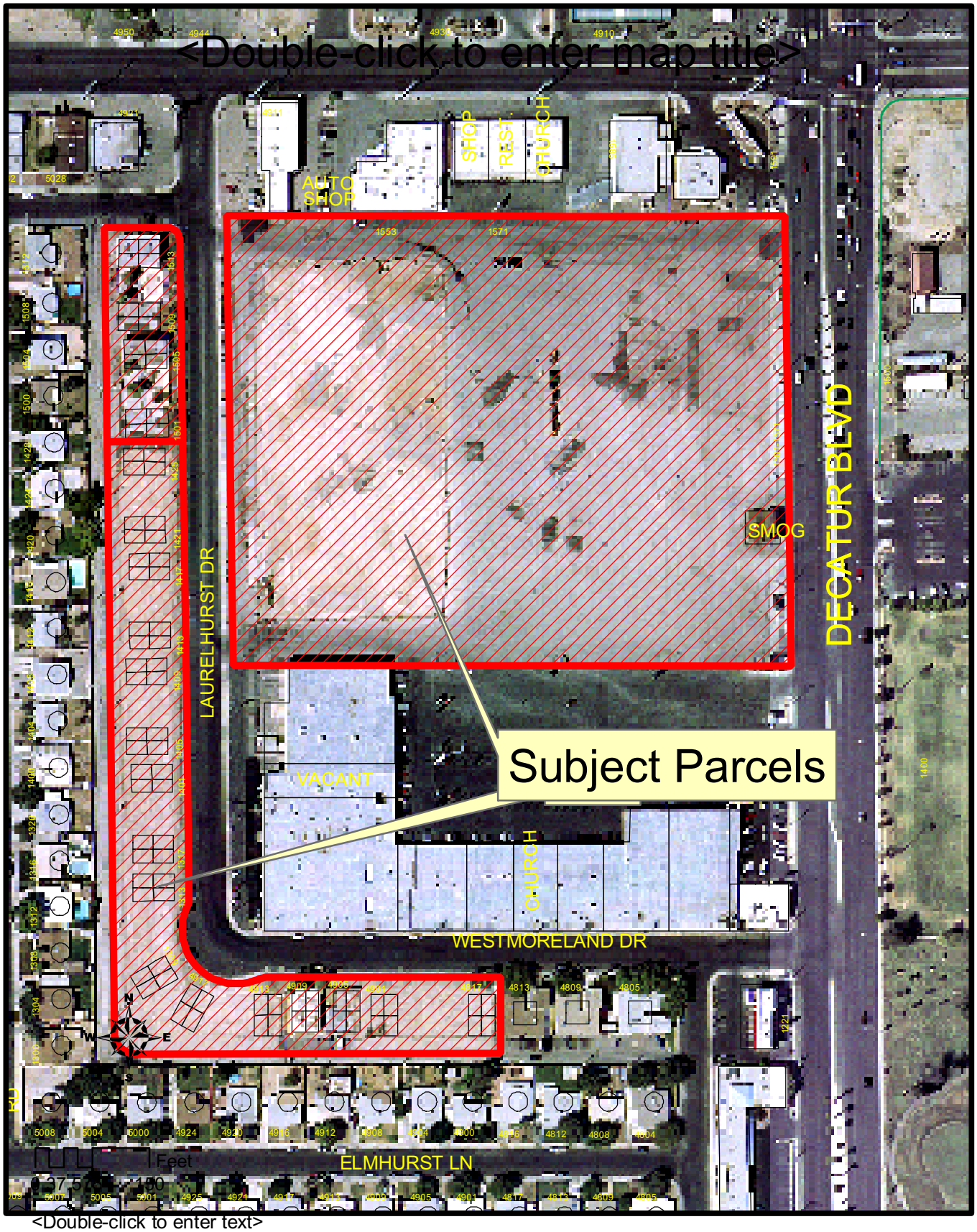
Name

1/5/11
Date

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

Notary Public

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



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Location Map

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion and possible action regarding the Denial of an Ice Cream Truck License, James D. Williams, dba Straight "A" Ice Cream, 1100 Searles Avenue, James Williams III, Owner, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding the Denial of an Ice Cream Truck License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
RESOLUTIONS:

R-17-2011 Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency regarding the Disposition and Development Agreement between the City of Las Vegas Redevelopment Agency and Las Vegas ICE, LLC, for the sale of real property generally located at the southeast corner of Clark Avenue and Las Vegas Boulevard - Ward 3 (Reese) [NOTE: This item is related to RDA Item 4 (RA-5-2011)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Las Vegas ICE, LLC will purchase five parcels of vacant land totaling 0.94 acres owned by the City of Las Vegas Redevelopment Agency (RDA) for high appraised value of $2,870,000. They will develop a build-to-suit, class A, five-story office building consisting of approximately 58,909 leasable square feet in response to the U.S. General Services Administration (GSA) solicitation 8NV2013, for the U.S. Immigration and Customs Enforcement (ICE) Agency administrative and executive office. The RDA has determined that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area. APNs 139-34-310-061; 139-34-310-062; 139-34-710-001; 139-34-310-076; 139-34-310-063

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
Resolution No. R-17-2011

RESOLUTION NO. R-17-2011

RESOLUTION CONSENTING TO THE UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY REGARDING THE DISPOSITION AND DEVELOPMENT OF REAL PROPERTY DESCRIBED AS APN(s) 139-34-310-061; 139-34-310-062; 139-34-710-001; 139-34-310-076; 139-34-310-063 BY THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY TO LAS VEGAS ICE, LLC

WHEREAS, the City of Las Vegas Redevelopment Agency (the "RDA") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the RDA owns certain real property that is generally located at the southeast corner of Las Vegas Boulevard and Clark Avenues; five (5) parcels of land in the City of Las Vegas, and identified with parcel numbers APN(s) 139-34-310-061; 139-34-310-062; 139-34-710-001; 139-34-310-076; 139-34-310-063 hereinafter "RDA's Property"; and

///

///

WHEREAS, NRS 279.470 authorizes the RDA to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed of trust or otherwise dispose of any real or personal property or any interest in property; and

WHEREAS, Las Vegas ICE, LLC (Buyer) has expressed a willingness to acquire the RDA's Property; and

WHEREAS, the Buyer will develop a build to suit, class A, five-story office building in response to the U.S. General Services Administration (GSA) solicitation 8NV2013, for the U.S. Immigration and Customs Enforcement (ICE) Agency administrative and executive offices (the "Project") on the vacant land described above; and

WHEREAS, the Project will consist of approximately 58,909 leasable square feet; and

WHEREAS, the RDA has determined that the buildings, facilities, structures or other improvements are of benefit to the redevelopment area or the immediate neighborhood in which the redevelopment area is located. The RDA believes that the Buyer's development is likely (1) to encourage the creation of new business or other appropriate development; (2) increase local revenues (property tax revenue and sales tax revenue) from desirable sources; (3) increase levels of human activity in the area around the project; and (4) demonstrate greater social benefits to the community than would a similar set of improvements; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that there have been no successful attempts for development on this site.

///

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the RDA in connection with the Disposition and Development Agreement for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2011.

CITY OF LAS VEGAS

By:_____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC City Clerk

APPROVED AS TO FORM:

Rachel Ollen Esq.
3-30-11 Date

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2011-20 – Authorizes installment-purchase agreements with Bank of America Leasing & Capital, LLC, for taxable direct pay clean renewable energy bonds and taxable direct pay qualified energy conservation bonds for the purpose of financing energy conservation and renewable energy projects. Proposed by: Candace Falder, Director of Finance

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,848,700
Funding Source: General Capital Project Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
The City Council has previously authorized the Director of Finance to arrange for the issuance and sale of one or more installment-purchase agreements to finance energy conservation and renewable energy projects. Through a request for financing bid process, the Director has determined that has offered the best terms and conditions in compliance with applicable law, including NRS Chapters 350 and 354. This bill will authorize the appropriate installment-purchase agreements for implementing the projects.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2011-20

Summary – an ordinance authorizing installment-purchase agreements.

BILL 2011-20
ORDINANCE _____

AN ORDINANCE AUTHORIZING INSTALLMENT PURCHASE AGREEMENTS FOR TAXABLE DIRECT PAY CLEAN RENEWABLE ENERGY BONDS AND TAXABLE DIRECT PAY QUALIFIED ENERGY CONSERVATION BONDS FOR THE PURPOSE OF FINANCING ENERGY CONSERVATION AND RENEWABLE ENERGY PROJECTS; AUTHORIZING THE EXECUTION OF THE AGREEMENTS AND OTHER DOCUMENTS RELATED THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

WHEREAS, the City of Las Vegas (the "City"), in the State of Nevada (the "State"), is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended (the "Charter") and is authorized to transact business and exercise powers under the authority of and pursuant to the Charter and Chapter 268 of the NRS, as amended and supplemented (the "Law"), including the power to enter into installment purchase agreements pursuant to NRS 350.800 for any of its corporate purposes; and

WHEREAS, the City Council (the "Council") proposes to enter into an installment-purchase agreement (the "QECB Agreement") in the maximum principal amount of $5,874,300 under NRS 350.087 to 350.095, inclusive (the "Act"), in order to finance all or a portion of the cost to acquire, improve and equip building projects as defined in NRS 268.676, including without limitation, projects for the conservation of energy in existing buildings, street projects as defined in NRS 268.722, which constitute qualified conservation purposes as defined in Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "QECB Project"); and

WHEREAS, the Council proposes to enter into an installment-purchase agreement (the "NCREB Agreement" and together with the QECB Agreement, the "Agreements") in the maximum principal amount of $4,974,400 under the Act, in order to finance all or a portion of the cost to acquire, improve and equip building projects as defined in NRS 268.676, including without

limitation, projects for renewable energy facilities in existing buildings, street projects as defined in NRS 268.722, which constitute qualified renewable energy facilities as defined in Section 54C(d)(1) of the Internal Revenue Code of 1986, as amended (the "NCREB Project" and together with the QECB Project, the "Projects"); and

WHEREAS, NRS 350.087 requires that a notice of intention to authorize the Agreements be published not less than 10 days prior to the consideration of a resolution authorizing the Agreements; and

WHEREAS, a notice of intention to act upon the resolution authorizing the Agreements has been duly published in a newspaper of general circulation in the City not less than 10 days prior to the date of a public hearing thereon and the public hearing was held and the Council adopted an authorization resolution on May 19, 2010 (the "Authorization Resolution"); and

WHEREAS, the Council made certain determinations in the Authorization Resolution as required by the Act; and

WHEREAS, the Authorization Resolution and the necessary documentation were submitted to the State of Nevada, Department of Taxation (the "Department"), for approval as required by NRS 350.089; and

WHEREAS, the Council proposes to enter into the Agreements with a term of more than 10 years, requiring the Council, pursuant to NRS 350.014, to submit to the Clark County Debt Management Commission (the "Commission") for its approval or disapproval the following proposal:

> **INSTALLMENT-PURCHASE AGREEMENT PROPOSAL:**
> **Shall the City Council of the City of Las Vegas in the State of Nevada, be authorized to incur an indebtedness on behalf of the City by the issuance at one time, or from time to time, of one or more installment-purchase agreements in the maximum aggregate principal amount of $10,848,700 for the purpose of financing, wholly or in part, the cost to acquire, improve and equip building projects as defined in NRS 268.676, street projects as defined in NRS 268.722, qualified conservation purposes pursuant to Section 54D(f) of the Internal Revenue Code of 1986, as amended (the "Code") and qualified renewable energy facilities pursuant to Section 54C of the Code, each one or more installment-purchase agreements to mature not less than 10 years and not greater than 20 years from the date each such agreement is entered into, to bear interest at a rate or rates not in excess of**

the statutory maximum rate in effect at the time the installment-purchase agreements are entered into, the installment-purchase agreements by their terms to be extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due, to be payable from legally available funds of the City, to be secured by a security interest in property of the City as provided in NRS 350.800, and to be entered into upon such terms and conditions, and with such other detail as the Council may determine?

(the "Proposal"); and

WHEREAS, the Commission approved the Proposal on May 7, 2010; and

WHEREAS, the Executive Director of the State of Nevada Department of Taxation has approved the Proposal and the written approval is attached hereto and recorded in the minutes of the Council; and

[Attach Approval of Department of Taxation]

WHEREAS, the City has not previously utilized any of the authority so approved by the Department of Taxation and the Debt Management Commission of Clark County and the City has not previously issued any installment-purchase agreements which are subject to such approvals ; and

WHEREAS, the Council elects to and hereby determines to issue the Agreements in accordance with the provisions of Chapter 350 of NRS and all laws amendatory thereof which includes the Local Government Securities Laws, being NRS 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), NRS 268.672 through 268.740, inclusive (the "City Bond Law") and Chapter 348 of NRS (the "Supplemental Bond Act"); and

WHEREAS, the Council has authorized the Chief Financial Officer (the "CFO") and the Director of Finance of the City (the "Director of Finance") or designee to arrange for the issuance and sale of the Agreements, subject to, among other conditions, adoption by the City of this Ordinance specifying the terms and details of the Agreements and approving their sale; and

WHEREAS, after negotiation for the sale of the QECB Agreement and the NCREB Agreement, the CFO is hereby authorized to sell the Agreements to the purchasers therefor (the "QECB Purchaser" and the "NCREB Purchaser", respectively) and the CFO is hereby authorized to accept a binding bid for the Agreements; and

WHEREAS, the QECB Agreement shall bear interest at the rate or rates per annum provided in the purchase proposal submitted by the QECB Purchaser (the "QECB Purchase Proposal"), such rates not to exceed 3 percent over the Index of Revenue Bonds most recently published in The Bond Buyer prior to the time a negotiated offer is accepted for the QECB Agreement, and shall be sold at a price equal to the principal amount thereof plus accrued interest to the date of delivery of the QECB Agreement, if any, plus a premium or less a discount not to exceed 9 percent of the principal amount of the QECB Agreement, all as specified by the CFO in the QECB Agreement; and

WHEREAS, the Secretary of the Treasury allocated to the State a portion of the volume cap under Section 54D(a)(1) of the Internal Revenue Code of 1986, as amended (the "Tax Code") and IRS Notice 2009-29, and the State in turn allocated the amount of $5,874,351 to the City for the QECB Project (the "QECB Volume Cap") and a copy of the allocation notification is on file with the City; and

WHEREAS, the aggregate principal amount of the QECB Agreement does not exceed the amount of the QECB Volume Cap and no other obligations have been designated under Section 54D of the Tax Code, pursuant to such allocation; and

WHEREAS, the NCREB Agreement shall bear interest at the rate or rates per annum provided in the purchase proposal submitted by the NCREB Purchaser (the "NCREB Purchase Proposal"), such rates not to exceed 3 percent over the Index of Revenue Bonds most recently published in The Bond Buyer prior to the time a negotiated offer is accepted for the NCREB Agreement, and shall be sold at a price equal to the principal amount thereof plus accrued interest to the date of delivery of the NCREB Agreement, if any, plus a premium or less a discount not to exceed 9 percent of the principal amount of the NCREB Agreement, all as specified by the CFO in the NCREB Agreement; and

WHEREAS, the Department of the Treasury through the Internal Revenue Service allocated to the City a portion of the volume cap under Section 54C of the Tax Code, IRS Notice 2009-33 and 2009-17 IRB 865, in the amount of $4,974,453 for the NCREB Project (the "NCREB Volume Cap") and a copy of the allocation notification is on file with the City; and

WHEREAS, the aggregate principal amount of the NCREB Agreement does not exceed the amount of the NCREB Volume Cap and no other obligations have been designated under Section 54C of the Tax Code, pursuant to such allocation; and

WHEREAS, the Council has determined and hereby declares:

(A) It is necessary and in the best interests of the City to effect the Project and to issue and enter into the Agreements;

(B) Each of the limitations and other conditions to the issuance of the Agreements in the Act, the City Bond Law, the Bond Act, the Supplemental Bond Act, and any other relevant act of the State or the Federal Government, has been met; and pursuant to NRS 350.708, this determination of the Council that the limitations in the Bond Act have been met shall be conclusive in the absence of fraud or arbitrary or gross abuse of discretion; and

(C) This Ordinance pertains to the sale, issuance and payment of the Agreements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

Section 1. This ordinance is hereby designated by the short title the "2011 Installment-Purchase Agreements (QECB and NCREB) Ordinance" (the "Ordinance").

Section 2. The Council hereby authorizes the CFO or Finance Director to execute the Agreements with the QECB Purchaser and the NCREB Purchaser evidencing the financing for the Projects in the maximum principal amount of $10,848,700, in substantially the form as currently on file with the Clerk with such changes and amendments as are deemed necessary by the Director of Finance, in the best interests of the City, and not inconsistent with the provisions of this Ordinance and such officer's execution of the Agreement shall be conclusive evidence of such officer's consent to any changes and amendments. The CFO is hereby authorized to negotiate the terms of the Agreements not inconsistent herewith and accept binding offers for the financing of the Agreements which acceptance shall constitute a binding written contract for the sale of the Agreements. The acceptance of the offers by the CFO may be evidenced by execution of the Agreements or a certificates of the CFO containing the interest rate, amounts and dates of principal installments and specified credit rates for each maturity.

The principal of the QECB Agreement shall bear interest from the date of delivery at the annual interest rate(s) set forth in the QECB Agreement to be repaid over a period of not more than 20 years, which term shall not exceed the useful life of the QECB Project and shall mature in equal annual principal installments on the dates and in the amounts and bearing interest at the rates set forth in the certificate of the CFO. Pursuant to NRS 350.800 and the QECB Agreement, the City shall grant a security interest in the QECB Project to the QECB Purchaser. The QECB Agreement must include a provision which provides that the QECB Agreement, by its terms, shall be extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due, subject to the Purchaser's right to pursue its security interest in the QECB Project which security interest (or right thereto) shall not be extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due.

The principal of the NCREB Agreement shall bear interest from the date of delivery at the annual interest rate(s) set forth in the NCREB Agreement to be repaid over a period of not more than 20 years, which term shall not exceed the useful life of the NCREB Project and shall mature in equal annual principal installments on the dates and in the amounts and bearing interest at the rates set forth in the certificate of the CFO. Pursuant to NRS 350.800 and the NCREB

Agreement, the City shall grant a security interest in the NCREB Project to the NCREB Purchaser. The NCREB Agreement must include a provision which provides that the NCREB Agreement, by its terms, shall be extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due, subject to the Purchaser's right to pursue its security interest in the NCREB Project which security interest (or right thereto) shall not be extinguished by failure of the Council to appropriate money for the ensuing fiscal year for payment of the amounts then due.

Section 3. The Agreement is not proposed to be repaid in whole or in part by the levy of a tax which is exempt from the limitations on taxes ad valorem. The Agreement is anticipated to be repaid from other legally available funds of the City, including, without limitation, monies in the City's General Fund in the estimated annual amount of $500,000 to $1,250,000 for a minimum period of 10 years and a maximum period of 20 years and other legally available monies, including ad valorem taxes levied within the limitations provided in chapter 354 of NRS.

Section 4. The officers of the City be and the same hereby are authorized and directed to take all action necessary to effectuate the provisions of this Ordinance, including, without limitation, the execution of such documents required for the closing of the transaction evidenced by the Agreement, including an escrow agreement, if necessary.

Section 5. The City hereby designates the QECB Agreement as a "qualified energy conservation bond" under Section 54D of the Tax Code, makes an irrevocable election that subsection (f) of Section 6431 of the Tax Code shall apply to the QECB Agreement so that the City will directly receive the payment provided in Section 6431 of the Tax Code in lieu of any credit otherwise available to the QECB Purchaser of the QECB Agreement under Section 54A of the Tax Code (the payment described in Section 6431 is herein the "QECB Credit") and that the direct payment subsidy option applies to the QECB Agreement pursuant to Section 30 of the Hiring Incentives to Restore Employment Act, Pub. L. No. 111-147, 124 Stat 71 (2010). None of the owners of the QECB Agreement shall be entitled to any credit under Section 54A of the Tax Code. The City covenants that it will not take any action or omit to take any action with respect to the QECB Agreement, the proceeds thereof, any other funds of the City or any project financed with the proceeds of the QECB Agreement if such action or omission would cause the QECB Agreement to not be, or to cease being, "qualified energy conservation bonds" under Section 54D of the Tax Code,

entitled to the QECB Credit. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the QECB Agreement until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met. The City shall timely file any document required by the Internal Revenue Service to be filed in order to claim the QECB Credit. Any QECB Credit received by the City under Section 6431 of the Tax Code with respect to the QECB Agreement shall be used to pay the interest portion of the Base Payments (as defined in the QECB Agreement) due under the QECB Agreement or to reimburse the City for amounts it has used to pay that interest.

Section 6. The City hereby designates the NCREB Agreement as a "new clean renewable energy bond" under Section 54C of the Tax Code, makes an irrevocable election that subsection (f) of Section 6431 of the Tax Code shall apply to the NCREB Agreement so that the City will directly receive the payment provided in Section 6431 of the Tax Code in lieu of any credit otherwise available to the NCREB Purchaser of the NCREB Agreement under Section 54A of the Tax Code (the payment described in Section 6431 is herein the "NCREB Credit") and that the direct payment subsidy option applies to the NCREB Agreement pursuant to Section 30 of the Hiring Incentives to Restore Employment Act, Pub. L. No. 111-147, 124 Stat 71 (2010). None of the owners of the NCREB Agreement shall be entitled to any credit under Section 54A of the Tax Code. The City covenants that it will not take any action or omit to take any action with respect to the NCREB Agreement, the proceeds thereof, any other funds of the City or any project financed with the proceeds of the NCREB Agreement if such action or omission would cause the NCREB Agreement to not be, or to cease being, "new clean renewable energy bonds" under Section 54C of the Tax Code, entitled to the NCREB Credit. The foregoing covenant shall remain in full force and effect notwithstanding the payment in full or defeasance of the NCREB Agreement until the date on which all obligations of the City in fulfilling the above covenant under the Tax Code have been met. The City shall timely file any document required by the Internal Revenue Service to be filed in order to claim the NCREB Credit. Any NCREB Credit received by the City under Section 6431 of the Tax Code with respect to the NCREB Agreement shall be used to pay the interest portion of the Base Payments (as defined in the NCREB Agreement) due under the NCREB Agreement or to reimburse the City for amounts it has used to pay that interest.

Section 7. When first proposed, this Ordinance must be read to the Council by title and referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the Clerk for public examination and distribution upon request. Notice of the deposit must be published once in a newspaper of general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form for Publication of Proposed Ordinance)

BILL _____
ORDINANCE _____

AN ORDINANCE AUTHORIZING INSTALLMENT PURCHASE AGREEMENTS FOR TAXABLE DIRECT PAY CLEAN RENEWABLE ENERGY BONDS AND TAXABLE DIRECT PAY QUALIFIED ENERGY CONSERVATION BONDS FOR THE PURPOSE OF FINANCING ENERGY CONSERVATION AND RENEWABLE ENERGY PROJECTS; AUTHORIZING THE EXECUTION OF THE AGREEMENTS AND OTHER DOCUMENTS RELATED THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, that an adequate number of typewritten copies of the above-entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 400 Stewart Avenue, Las Vegas, Nevada and that such Ordinance was proposed on April 6, 2011 and will be considered for adoption at a meeting of the City Council of the City of Las Vegas on April 20, 2011.

/s/ Beverly K. Bridges, MMC
City Clerk

(End of Publication of Proposed Ordinance)

\400913.2

Section 8. **Publication and Effective Date.** After this Ordinance is adopted, signed by the Mayor and attested and sealed by the Clerk, this Ordinance shall be in effect on the day of its publication once by its title only, together with the names of the Council Members voting for or against its passage, such publication to be made in a newspaper published and having a general circulation in the City, and such publication to be in substantially the following form:

(Form for Publication After Adoption of Ordinance)

BILL _____
ORDINANCE _____

AN ORDINANCE AUTHORIZING INSTALLMENT PURCHASE AGREEMENTS FOR TAXABLE DIRECT PAY CLEAN RENEWABLE ENERGY BONDS AND TAXABLE DIRECT PAY QUALIFIED ENERGY CONSERVATION BONDS FOR THE PURPOSE OF FINANCING ENERGY CONSERVATION AND RENEWABLE ENERGY PROJECTS; AUTHORIZING THE EXECUTION OF THE AGREEMENTS AND OTHER DOCUMENTS RELATED THERETO; AND PROVIDING THE EFFECTIVE DATE HEREOF.

PUBLIC NOTICE IS HEREBY GIVEN, that the above-numbered and entitled Ordinance was proposed by Councilmember _____ on April 6, 2011, and was passed and adopted at a regular meeting of the City Council of the City of Las Vegas on April 20, 2011, by the following vote of the City Council:

Those Voting Aye:

Those Voting Nay: _____
_____

Those Absent: _____
_____

This Ordinance shall be in full force and effect from and after the ___ day of April, 2011, i.e., the date of publication of such Ordinance by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this April 20, 2011.

Attest:

/s/ Oscar B. Goodman
Mayor, City of Las Vegas

/s/ Beverly K. Bridges, MMC
Clerk, City of Las Vegas

(End of Form of Publication of Adoption of Ordinance)

\400913.2

Section 9. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including, without limitation:

A. Final Certificates The execution of such certificates as may be reasonably required by the QECB Purchaser and the NCREB Purchaser, relating, inter alia, to:

(1) The execution of the Agreements,

(2) The tenure and identity of the officials of the Council and of the City, and

(3) If it is in accordance with fact, the absence of litigation, pending or threatened, affecting the validity thereof.

B. Other Documents. The execution and delivery of the Agreements by the CFO in substantially the form on file with the Clerk are hereby authorized and approved with such changes as are approved by the CFO Director whose execution thereof shall be conclusive evidence of such officer's consent to such changes. The execution and delivery of such other agreements by the CFO or the Finance Director necessary or appropriate to effectuate the provisions of this Ordinance and the Agreements, including, without limitation, the Escrow Agreements (as defined in the Agreements) and agreements with the Calculation Agent (as defined in the Agreements).

Section 10. All consistent action taken previously by the Council and the officers of the City directed toward the Project, and toward the execution and delivery of the Agreement is ratified, approved and confirmed.

Section 11. All resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be constructed to revive any resolution, or part thereof, heretofore repealed.

Section 12. If any section, paragraph, clause or other provision of this Ordinance

shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Adopted April 20, 2011.

(SEAL)

Oscar B. Goodman, Mayor

Attest:

Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

Val Steed 3-28-11

Deputy City Attorney

This Ordinance shall be in full force and effect from and after _____ ____, 2011, i.e., the day after the publication of such Ordinance by its title only.

\400913.2

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss.**
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges MMC, the duly chosen and qualified City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct and compared copy of an ordinance introduced at meeting of the City Council held on April 6, 2011, and the notice of filing of the proposed ordinance was published in a newspaper of general circulation in the City (an affidavit evidencing such publication is attached hereto as Exhibit C). The ordinance was referred to a committee, the committee reported the ordinance back to the City Council, and the ordinance was passed and adopted by the Council at a meeting held on April 20, 2011. The original of such ordinance has been approved and authenticated by the signature of the Mayor of the Council and myself as Clerk, published by title (an affidavit evidencing such publication is attached hereto as Exhibit D), and has been recorded in the minute book of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

2. The members of the Council were present at the meeting on April 6, 2011 and voted on the referral of the ordinance as follows:

Mayor:

Those Absent: _____

_____

3. The members of the Council were present at the April 20, 2011 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:
Mayor:
Councilmembers:

Those Voting Nay: _____

Those Absent: _____

_____

4. All members of the Council were given due and proper notice of the meetings held on April 6, 2011 and April 20, 2011. Pursuant to NRS 241.020, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the City's website, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada;

(ii) City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada;

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada;

(iv) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada; and

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada.

and

(b) By mailing a copy of the notice to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. A copy of such notice so given of the meeting of the Council on April 6, 2011 is attached to this certificate as Exhibit A, and a copy of such notice so given of the meeting of the Council on April 20, 2011 is attached to this certificate as Exhibit B.

7. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____, 2011.

_____
City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting held April 6, 2011)

EXHIBIT B

(Attach Copy of Notice of Meeting held April 20, 2011)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Bond Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Bond Ordinance)

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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:

Valstead 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.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-21 Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2012)
Proposed by: Jorge Cervantes, Director of Public Works

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:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The fiscal amount reflects the estimated maintenance costs from July, 2011 through June, 2012.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2011-21

BILL NO. 2011-21

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance) (hereinafter the "District"), to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project") as defined in Chapter 271, Nevada Revised Statutes and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2012 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $62,800.00, of which, $0.00 is available from other sources and of which $62,800.00 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter the "Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 6, 2011, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 6, 2011, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on March 2, 2011; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 6, 2011, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2012) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2012) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost of the Maintenance Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Maintenance Project, with funds completely derived from the levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2012) Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2012) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2012) including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value

increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 2, 2011, and as modified and confirmed by the District No. 1485 (FY2012) Assessment Protest Resolution duly adopted by the City Council on April 20, 2011.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2011, October 1, 2011, January 1, 2012 and April 1, 2012. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The

owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 22, 2011) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.625. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk of the City. In accordance with NRS 271.390(2) the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her

last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2012) Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on May 18, 2011. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 21, 2011, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2011, October 1, 2011, January 1, 2012, and April 1, 2012. Failure to pay any assessment installment when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal will, after such delinquency, whether the City's option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all delinquent

installments originally becoming due on or before the date of payment, and all penalty interest accrued, and will thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 22, 2011, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 18, 2011.

BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 18, 2011, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 20th of April, 2011, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 18th of May, 2011.

/s/ Beverly K. Bridges
City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2012); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 20, 2011, and was passed at a regular meeting held on May 18, 2011, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Oscar B. Goodman Gary Reese Steve Wolfson Lois Tarkanian Steven D. Ross Ricki Y. Barlow Stavros S. Anthony
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 22, 2011, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 18th of May, 2011.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced April 20, 2011, PASSED, ADOPTED AND APPROVED May 18, 2011.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form:

4/5/11
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 20, 2011, and finally adopted and approved on May 18, 2011.

2. The following members of the City Council were present at the April 20, 2011, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 20, 2011, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 18, 2011, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 18, 2011, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 20, 2011, and May 18, 2011. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) City of Las Vegas website

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 20, 2011, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 18, 2011, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the ordinance is attached to this certificate as Exhibit D.

8. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 18, 2011.

BEVERLY K. BRIDGES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 20, 2011 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 18, 2011 Meeting)

EXHIBIT C
(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D
(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-22 Levies Assessment for Special Improvement District No. 1516 – Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) Proposed by: Jorge Cervantes, Director of Public Works

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $252,402
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The District provides annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape maintenance, security, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The fiscal amount reflects the estimated costs of SID 1516 from July 1, 2011 through June 30, 2012. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing, and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2011-22

BILL NO. 2011-22

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402.00, of which $0 is available from other sources and $252,402.00 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted, directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last

known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon. The City Engineer has reported the final assessment roll to the City Council and the City Engineer has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 6, 2011, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 6, 2011, at 1:00 p.m., at the Las Vegas City Council Chambers, 400 Stewart Avenue, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 2, 2011. The City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the construction contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 2, 2011, and as modified and confirmed by the District No. 1516 Assessment Protest Resolution duly adopted by the City Council on April 20, 2011.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2011, October 1, 2011, January 1, 2012 and April 1, 2012. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold

or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 22, 2011) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in

the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 18, 2011. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2011, October 1, 2011, January 1, 2012 and April 1, 2012. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is

disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 22, 2011 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 18, 2011.

_____

Beverly K. Bridges, MMC, City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 18, 2011, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 400 Stewart Avenue, Las Vegas, Nevada, and that such ordinance was proposed on the 20th day of April, 2011, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 18th day of May, 2011.

/s/ BEVERLY K. BRIDGES, MMC
City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 20, 2011, and was passed at a regular meeting held on May 18, 2011, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye: Oscar B. Goodman
Gary Reese
Steve Wolfson
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Stavros S. Anthony

Those Voting Nay: _____

_____

Those Absent: _____

_____

This Ordinance shall be in full force and effect from and after May 22, 2011, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 18th day of May, 2011.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ BEVERLY K. BRIDGES, MMC
City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED APRIL 20, 2011, PASSED, ADOPTED AND APPROVED MAY 18, 2011.

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC, City Clerk

Approved as to Form:

4/5/11
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) ss
)
CITY OF LAS VEGAS)

I, Beverly K. Bridges, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on April 20, 2011 and finally adopted and approved on May 18, 2011.

2. The following members of the City Council were present at the April 20, 2011 meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 20, 2011, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 18, 2011, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 18, 2011, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Steve Wolfson
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Stavros S. Anthony
Those Voting Nay:	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 20, 2011 and May 18, 2011. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Clerk's Bulletin Board
City Hall Plaza
2nd Floor Skybridge
Las Vegas, Nevada

(ii) Bulletin Board
City Hall Plaza (next door to Metro Records)
Las Vegas, Nevada

(iii) Las Vegas Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(iv) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(v) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(vi) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 20, 2011, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 18, 2011, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the City Council for an item on

the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 18, 2011.

_____

Beverly K. Bridges, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 20, 2011 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 18, 2011 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-23 – Updates the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan to be consistent with the City's new Unified Development Code. Proposed by: 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 update the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan to be consistent with the City's new Unified Development Code. The City Council approved the update at its meeting of March 16, 2011. This bill will merely formalize the adoption by ordinance.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
Bill No. 2011-23

BILL NO. 2011-23

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE LAND USE AND RURAL NEIGHBORHOODS PRESERVATION ELEMENT OF THE LAS VEGAS 2020 MASTER PLAN TO BE CONSISTENT WITH THE CITY'S NEW UNIFIED DEVELOPMENT CODE, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Acting Director of Planning

Summary: Updates the Land Use and Rural Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan to be consistent with the City's new Unified Development Code.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The document entitled "Land Use and Rural Neighborhoods Preservation Element," including its appendix, exhibits and maps, as adopted by Ordinance No. 6056, is hereby amended as set forth in Sections 2 to 4, inclusive, of this Ordinance. In Sections 2 and 3, deleted material is enclosed by brackets and new material is underlined.

SECTION 2: The beginning paragraph of the section entitled "Mixed-Use Development," commencing on Page 16, is amended to read as follows:

In 2001, the Downtown Overlay District was created to coincide with the Downtown Centennial Plan area and establish special standards for any zoning district in this area.[5] Many traditional standards such as for setbacks, height, parking, landscaping and lot coverage were relaxed to encourage developments having both residential and nonresidential uses on the same parcel or to allow both residential and nonresidential uses in an area zoned for one or the other. By 2003, a specific use called "Mixed Use" was created and defined, and was deemed appropriate anywhere inside the boundaries of the Las Vegas Redevelopment Area.[6] The area permitting mixed-use developments later expanded to the boundaries of the Neighborhood Revitalization Area,[7] and then became permissible anywhere within the C-1, C-2 and C-PB Districts with certain restrictions.[8] <u>With the adoption of a new development code, the C-PB District will be eliminated for future development, so that mixed-use developments will be limited to the C-1 and C-2 Districts.</u>

SECTION 3: The fourth paragraph of the section entitled "Mixed-Use Development,"

commencing on Page 16, is hereby amended to read as follows:

Transit Oriented Development (TOD) is walkable, mixed-use development which occurs within a quarter-mile radius of transit station locations. The goal of creating walkable neighborhoods is most fully realized by the city's TND designation.[, which allows the T-D (Traditional Neighborhood) zoning district.] The encouraged development pattern is for an interconnectedstreet grid and buildings that relate to the street. This permits shorter walking times practical for access to all points in the neighborhood, whether for leisure or transportation. Complete streets that accommodate vehicles, transit, pedestrians and bicycles are mandated, with emphasis on streetscaping and sidewalks. Commercial service uses are near residential dwellings. Kyle Canyon is a development area designated for Traditional Neighborhood Development.

SECTION 4: Tables 5, 10 and 14 are hereby replaced by the tables of the same numbers that are attached to this Ordinance.

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Land Use and Rural Neighborhoods Preservation Element the changes adopted by this Ordinance and to file the final document with the City Clerk.

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 4-6-11
_____
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

Table 5: Master Plan Land Use Designations

Master Plan Land Use Designations	RESIDENTIAL									COMMERCIAL/INDUSTRIAL				OTHER				
Master Plan Designation	RNP	DR	R	L	ML	MLA	M	H	PCD	O	SC	GC	LI/R	TC	PR-OS	PF	TND	LVMD
Maximum Allowable Density (Units Per Acre)	2.00	2.49	3.59	5.49	8.49	12.49	25.49	≥25.5	8.00	N/A	N/A	N/A	N/A	See Town Center Chart	N/A	N/A	Variable†	See Las Vegas Medical District Chart
Allowable Zoning Categories	U*, R-E	U, R-E	U, R-E, R-1	R-1, R-MH, U, R-E	R-2, R-CL, R-1, R-MH, U, R-E	R-2, R-TH	R-3, R-2, R-TH	R-4, R-3, R-2, R-TH	PD ‡	O, P-O	C-1, O, P-O	C-2, C-1, O, P-O	M, C-M, C-2, C-1, O, P-O	See Town Center Chart	C-V	C-V	R-4, R-3, R-2, R-1, R-E, C-2, C-1, O	See Las Vegas Medical District Chart

* Per LVMC Title 19.18.020, an undeveloped property may be zoned U (RNP) until it is rezoned or until such time as a proper classification is determined.

† The density of a development within the TND category is limited by the approved Zoning Districts or the Development Standards and Design Guidelines document in the case of an approved master planned development.

‡ The PD Zoning District shall require a minimum acreage of 40 acres.

Table 10: Iron Mountain Ranch Land Use Designations

Iron Mountain Ranch Master Plan Area	RESIDENTIAL				COMMERCIAL	OTHER
Master Plan Land Use Designation	DR	R	L	ML	N/A	PF, PR-OS
Maximum Allowable Density (Units Per Acre)	2.00	3.49	5.49	8.49	N/A	N/A
Allowable Zoning Categories	R-PD2*	R-PD*	R-PD*	R-PD*	N/A	C-V

* The types of development permitted under the R-PD designation prior to the adoption of the Unified Development Code shall now be achieved under the TND designation. All existing R-PD designated development as of the effective date of the Unified Development Code shall be governed by any approved Development Standards, Design Guidelines, or other active entitlements that may be applicable.

Table 14: Downtown Area Land Use Designations

Downtown Land Use Plan Area	RESIDENTIAL	COMMERCIAL		OTHER	
Master Plan Land Use Designation	MXU	MXU	C	LI/R	PF
Corresponding General Plan Categories	L, ML, M, H, O, SC, GC	L, ML, M, H, O, SC, GC	O, SC, GC	LI/R	PF
Allowable Zoning Categories	R-E, R-MH, R-1, R-2, R-3, R-4, R-TH, O, P-O, C-1, C-2	R-E, R-MH, R-1, R-2, R-3, R-4, R-TH, O, P-O, C-1, C-2	O, P-O, C-1, C-2	C-M, M	C-V

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

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

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 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.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 401 Antelope Way in the amount of $3,606.75 (General Fund) and assess a maximum of $57,550 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,606.75
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 remove all high weeds and grass, and apply herbicide. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $108,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $465 invoice for American Demolition in addition to other fees assessed for a total of $3,606.75 and consider assessing a maximum of $57,550 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 20, 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 401 Antelope Way in the amount of $3,606.75 (General Fund) and assess a maximum of $57,550 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON – Ward 1 (Tarkanian)

American Demolition completed work on October 23, 2010 at a cost of $465; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $3,606.75.

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.

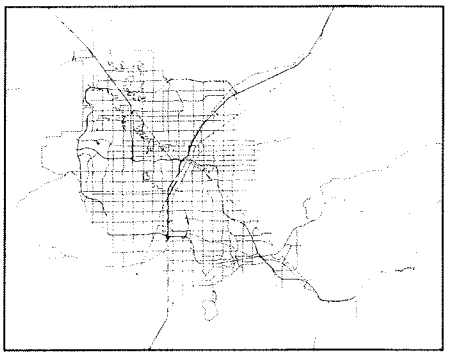
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

401 ANTELOPE WAY
CROSS STREETS - ALTA//RAINBOW

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet



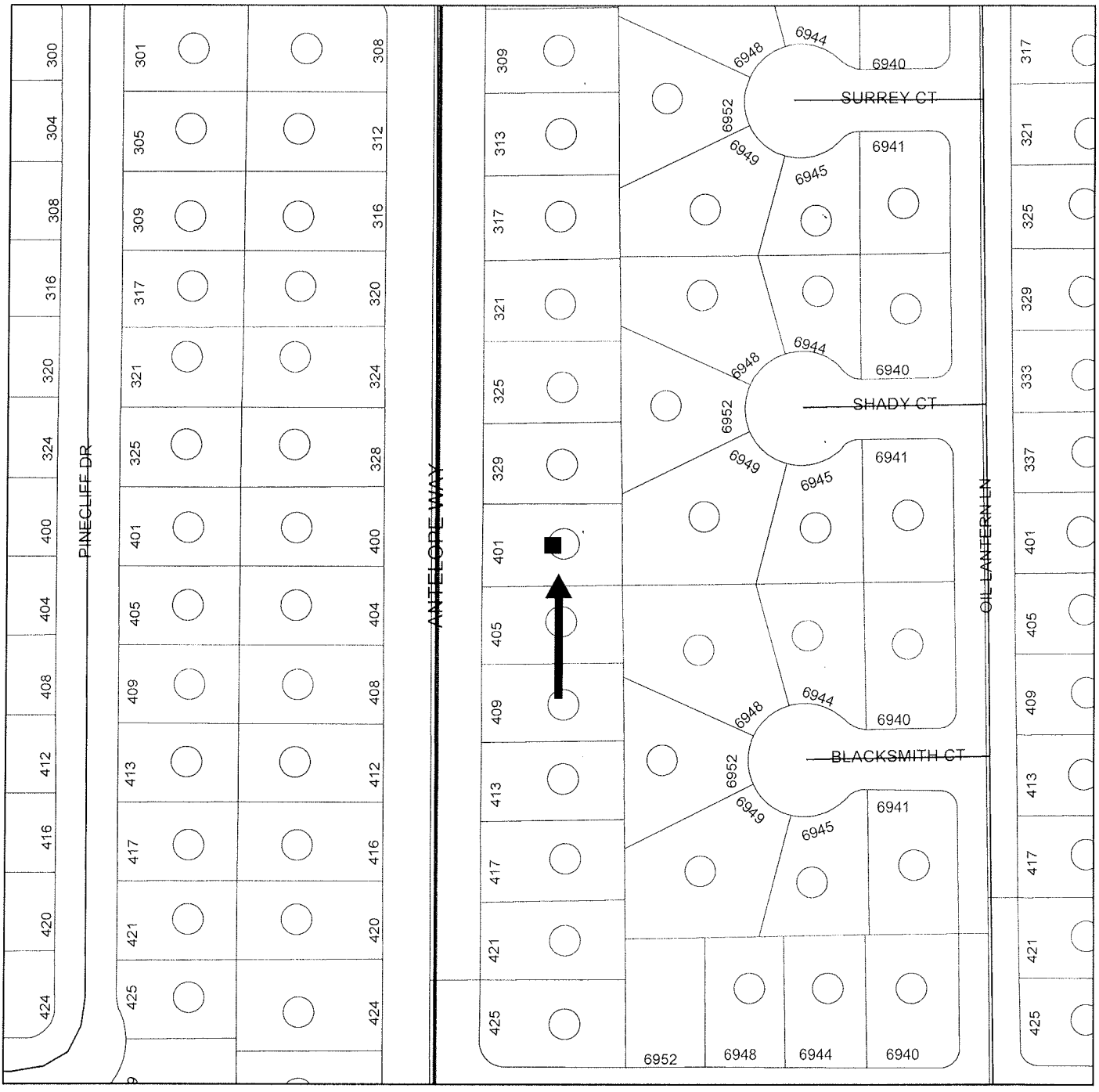
GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

401 ANTELOPE WAY
CROSS STREETS - ALTA//RAINBOW

City of Las Vegas Vicinity Map

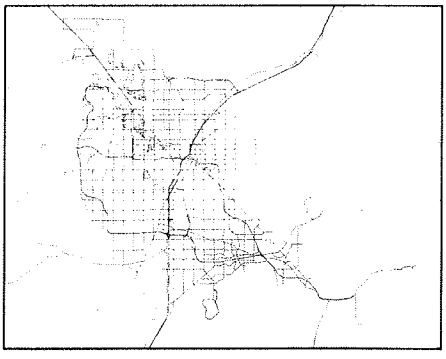


N

0 70 140 280 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
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 30, 2011

Re: Report of Expenses for the abatement of nuisance located at 401 Antelope Way - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash and debris, removing all high weeds and grass, and applying herbicide. The abatement was completed by American Demolition on October 23, 2010 at a cost of $465.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash and debris.	$200.00
Remove high grass and weeds and apply herbicide.	$265.00
AMOUNT DUE:	$465.00
Administrative Processing Fee:	$69.75
Sub-Total:	$534.75
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$3,606.75**
Daily Civil Penalties – 119 days @ $500 a day (excluding civil penalty fees already assessed) June 27, 2010 to October 23, 2010	**$57,550.00**
MAXIMUM TOTAL:	**$61,156.75**
OWNER OF RECORD	BANK NEW YORK MELLON
PROPERTY ABATED:	401 Antelope Way
	Las Vegas, NV 89145
ASSESSOR PARCEL:	138-34-610-032
LEGAL DESCRIPTION:	CHARLESTON RAINBOW UNIT #07B
	PLAT BOOK 13 PAGE 51
	LOT 37 BLOCK 12

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 Las 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 Praskovich

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 20, 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 20, 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 **401 ANTELOPE WAY – Case #89591**. The Director of Neighborhood Services certifies that the sum of **$3,606.75** was expended and Civil Penalties in the sum of **$57,550.00** may be imposed for a total of **$61,156.75**. Owner of record at time of abatement: **BANK NEW YORK MELLON – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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
Department of Building and Safety
Code Enforcement Case Report

Case # 89591

401 ANTELOPE WAY - Map # 02418-45 Parcel 13834610032

Owner Information:

BANK NEW YORK MELLON
400 COUNTRYWIDE WY SV-35
SIMI VALLEY, CA 93065-6298

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house tall weeds

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 22, 2010

Ward: 1

Date Case Resolved: November 03, 2010

Source: CEO

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

5/26/10 OPEN All areas
Remove all trash, litter, refuse, abandoned property and unpermitted shed (rear yard). Property to be maintianed at all times.

6/30/10 OPEN All areas
Remove all trash, litter, refuse, abandoned property and unpermitted shed (rear yard). Property to be maintianed at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

4/22/10 COMPLIED 11/03/10 All
Please cut all high weeds and grass in all areas. Maintain property at all times.

Chronology of Events:

April 22, 2010 **Insp#: 979421**

25) weeds c/n mailed renter and owner c/b 5/7

April 27, 2010 **CORRECTION NOTICE ISSUED**

May 10, 2010 **CORRESPONDENCE RECEIVED/SENT**

25] returned/vacant

May 12, 2010 **PHONE CALL**

25) called owner at sewer ph#'s both have name updated contacts

May 12, 2010 **PHONE CALL**

25) Owner called claimed never got c/n explained house in bad shape still in your name and even if in foreclosure may stay in your name long time with fees. will try to get someone to clean and call me back with update.

May 12, 2010 **Insp#: 981580**

	25] Agent sign 882-2777/team Ekus sign in yard. high weeds and some refuse in front (wood and trash bags). house appears to be vacant. c/n posted called agent left msg asking for fax. c/b 5/22
May 12, 2010	**CORRECTION NOTICE ISSUED**
May 26, 2010	**Insp#: 989099**
	25] $180 inspection and $150 civil fee applied. No chnage PIC no contact from local agent. Going to N&O c/b 6/3
June 10, 2010	**RESEARCH**
	25) MERS- 1000+ hit by name none by address
June 10, 2010	**RESEARCH**
	25) RECORDERS- *DEFAULT* 3/22/10 Bank of Ny Mellon assignment
June 10, 2010	**RESEARCH**
	25) SEWER - same address good ph# updated at start of case
June 10, 2010	**REFERRED**
	25) File to 19 to review
June 16, 2010	**NOTICE AND ORDER ISSUED**
June 23, 2010	**NOTICE AND ORDER PROCESSING**
	25) mailings
June 23, 2010	**Insp#: 995419**
	25) $180 inspection fee + $300 civil fee. No contact. PIC no chnage posted N&O c/b 7/7
July 06, 2010	**EMAIL SENT OR RECEIVED**
	25) e-mail from owner, unable to clean property proceed with action-sorry they dont have the money
July 07, 2010	**Insp#: 1006837**
	25) $180 inspection + $500 civil fee applied. After a lot of e-mails and phone calls from owner Mrs Erickson, they have finally given up on trying to abate. Moving forward with abatement. No chnage in property. PIC bids to be taken. c/b 7/30
July 08, 2010	**REFERRED**
	25) File to 19 for bid review
July 14, 2010	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 6/17/10
July 21, 2010	**BID REQUEST SENT**
	ed) Bid request and map sent to all contractors. Due 7-26-10
August 03, 2010	**BID RECEIVED**
	ed) BIDS RECEIVED: RECORDED & SCANNED BIDS RECEIVED: 1-Amer Demo=$465; 2-Baldwin Development=$470; 3-Weaver=$700
August 03, 2010	**10 DAY NOTICE PROCESSING**
	ed) Prep, scanned and sent 10-day Notice to Abate to: BANK OF NEW YORK TRUST COMPANY, 1100 VIRGINIA DR, FORT WASHINGTON, PA 19034-3200, ERICKSON STEVEN & TERESA @ 2166 N FREEWATER, BOISE, ID 83713-6627 AND ERIC MORRIS BANK OF AMERICA @ 350 E VANDERBILT, STE #350, SAN BERNARDINO, CA 92408
August 03, 2010	**10 DAY BEFORE ABATEMENT NOTICE**

August 04, 2010	**Insp#: 1011926**	
	25) $180 inspection + $500 civil fee. PIC No change. Posted 10 DAY. c/b 8/16	
August 16, 2010	**REFERRED**	
	25) file to 19 for abatement go ahead	
August 16, 2010	**Insp#: 1023462**	
	25) $180 inspection + $500 civil fee. No chnage PIC going forward with abatement after check of assessors, recorders and MERS. File to 19	
September 13, 2010	**REVIEW**	
	19) Reviewed file, moving forward with abatement of refuse, waste, high vegetation from all yards. File to LMH to approve bids of $465 American Demolition.	
September 27, 2010	**REVIEW**	
	19) LMH reviewed and approved bids to move forward in abatement. File to ED.	
October 19, 2010	**BID AWARDED TO CONTRACTOR**	
	ed) Received PO #286355-prepared and sent award ltr to Amer Demo	
October 20, 2010	**VIDEO REQUEST**	
	Prepared pre-abatement video request - start date 10/22/10. Request to #19.	
October 21, 2010	**PRE-ABATEMENT VIDEO**	
	19) Pre-abatement video and pictures completed.	
October 21, 2010	**Insp#: 1027946**	
	19) Property still has refuse, waste, high weeds in all areas of property. Pre-video and pictures completed. Proceed with abatement.	
November 03, 2010	**POST-ABATEMENT VIDEO**	
	19) Post-abatement video and pictures completed.	
November 03, 2010	**Insp#: 1058298**	
	19) All violations have been abated by contractor. Post-abatement video and pictures completed. Case closed.	
November 04, 2010	**ADMINSTRATIVE**	
	ENTERED INTO ORACLE TO RECEIVE (RECEIPT #286355 - $465 TO AMER DEMO); SCANNING, AND CLOSING OF FILE. FORWARD FILE TO 19.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/23/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/23/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/08/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/08/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/04/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	08/04/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/16/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	08/16/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/03/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	11/03/2010	
ADMINISTRATIVE	$69.75	U	11/04/2010	
NUISANCE ABATEMENT FEE	$465.00	U	11/04/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$3,534.75**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	A	8/3/10

Bid Amount: 465.00
Bid Award Date:
Contractor Start Date:
Description:
CUT ALL WEEDS/GRASS, REMOVE REFUSE/WASTE

1	NUISANCE	WEAVER	NA	8/3/10

Bid Amount: 700.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	BALDWIN	NA	8/3/10

Bid Amount: 470.00
Bid Award Date:
Contractor Start Date:
Description:

APN 138-34-610-032

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BANK NEW YORK MELLON**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-34-610-032**
Commonly known as: **401 Antelope Way**
Legal Description: **CHARLESTON RAINBOW #07B**
PLAT BOOK 13 PAGE 51
LOT 37 BLOCK 12

On **October 23, 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 **$3,606.75** 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 **$57,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$61,156.75** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 20, 2011** ordered the above charges in the amount of **$61,156.75**, 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 #89591

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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 5608 Heron Avenue in the amount of $2,953.20 (General Fund) and assess a maximum of $66,550 in daily civil penalties. PROPERTY OWNER: BANK HSBC USA NA TRS - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,953.20
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 Lunas Construction to secure all structures, remove all trash and debris, and remove all high weeds and grass. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $108,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $618.50 invoice for Lunas Construction in addition to other fees assessed for a total of $2,953.20 and consider assessing a maximum of $66,550 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 20, 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 5608 Heron Avenue in the amount of $2,953.20 (General Fund) and assess a maximum of $66,550 in daily civil penalties. PROPERTY OWNER: BANK HSBC USA NA TRS – Ward 1 (Tarkanian)

Lunas Construction completed work on September 14, 2010 at a cost of $618.50; $792 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $2,953.20.

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.

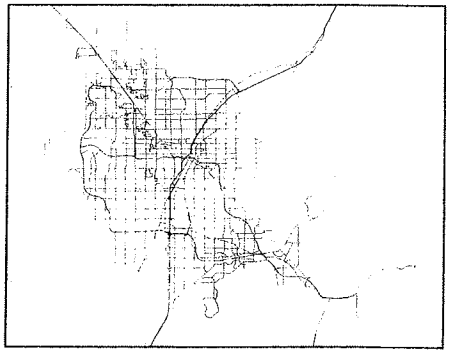
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

5608 HERON AVENUE
CROSS STREETS - ALTA//JONES

City of Las Vegas Vicinity Map

N

0 175 350 700 Feet



GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

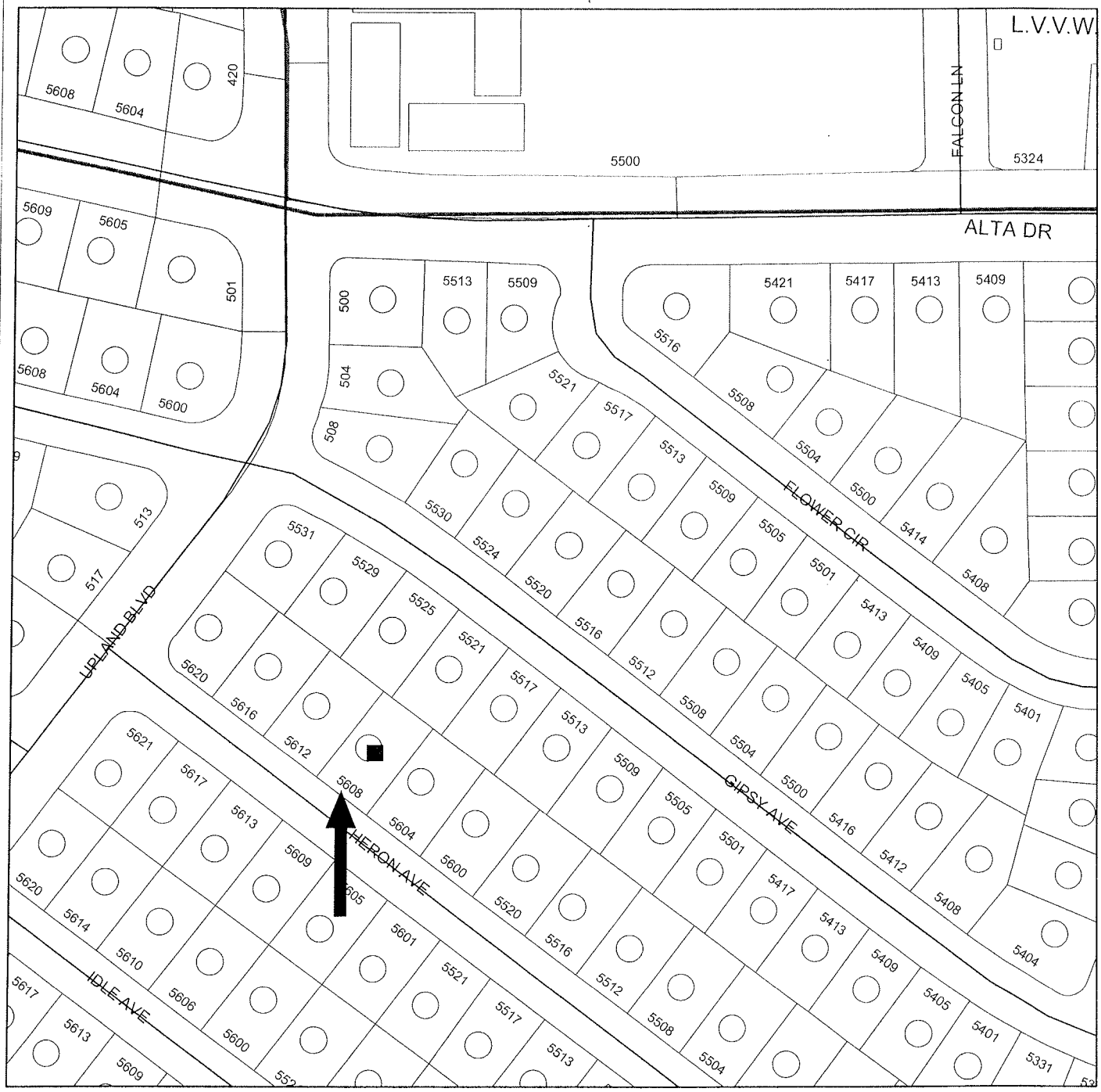
Geographic Information System

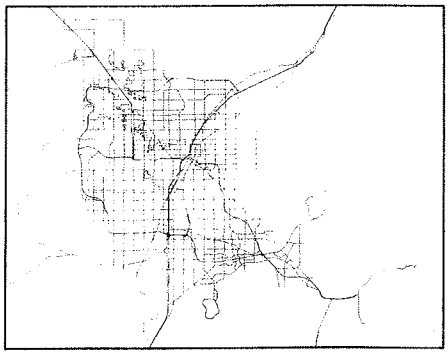
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

5608 HERON AVENUE
CROSS STREETS - ALTA//JONES

City of Las Vegas Vicinity Map





GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only

Geographic Information System

Planning & Development Dept

702-229-6301

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 30, 2011

Re: Report of Expenses for the abatement of nuisance located at 5608 Heron Avenue - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by securing all structures, removing all trash and debris, and removing all high weeds and grass. The abatement was completed by Lunas Construction on August 30, 2010 at a cost of $618.50, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Secure all structures.	$286.00
Remove all trash and debris.	$212.50
Remove all high weeds and grass.	$120.00
AMOUNT DUE:	$618.50
Administrative Processing Fee:	$92.70
Sub-Total:	$711.20
Reinspection Fees (w/late fees):	$792.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$2,953.20**
Daily Civil Penalties – 136 days @ $500 a day (excluding civil penalty fees already assessed) May 2, 2010 to September 14, 2010	**$66,550.00**
MAXIMUM TOTAL:	**$69,503.20**
OWNER OF RECORD	BANK HSBC USA NA TRS
PROPERTY ABATED:	5608 Heron Avenue
	Las Vegas, NV 89107
ASSESSOR PARCEL:	138-36-313-078
LEGAL DESCRIPTION:	CHARLESTON HGTS TRACT #03
	PLAT BOOK 4 PAGE 48
	LOT 46 BLOCK 13

DSS:ld

Lunas Construction
4830 E Cartier Avenue
Las Vegas, NV 89115

Disclosure of Principals

The principals and partners of *Lunas Construction* and all persons and entities holding more than 1% interest in *Lunas Construction* or any principal of *Lunas Construction* are the following:

	Full Name	Business Address	Business Phone
1.	Manuel Madrigal	4830 E. Cartier Ave. LV, NV 89115	702-644-6840
2.	Rosa Madrigal	Same	Same
3.	Victor Madrigal	Same	Same
4.	Norberto Madrigal	Same	Same
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Lunas Construction

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of August, 2009.

_____
Notary Public in and for Clark County,
State of Nevada

DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

APRIL 20, 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 20, 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 **5608 HERON AVENUE – Case #88676.** The Director of Neighborhood Services certifies that the sum of **$2,953.20** was expended and Civil Penalties in the sum of **$66,550.00** may be imposed for a total of **$69,503.20.** Owner of record at time of abatement: **BANK HSBC NA TRS – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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
Department of Building and Safety
Code Enforcement Case Report

Case # 88676

5608 HERON AVE - Map # 02421-64 Parcel 13836313078

Owner Information:

BOIKE KATHLEEN A
5608 HERON AVE
LAS VEGAS, NV 89107-3810

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: VACANT HOUSE W/TRASH/DEBRIS ON DRIVEWAY,

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 07, 2010

Ward: 1

Date Case Resolved: September 20, 2010

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location

Comments

AB-004: 16.04 BUILDING CODE- RES.

4/8/10 OPEN Rear enclosed patio

Unpermitted fire damaged patio enclosure to be returned to original construction or have permit with inspections

AB-005: UAC 301.1 PERMITS REQUIRED

4/8/10 OPEN Electric meter relocate and rear enclosed patio

Licensed contractor to apply for renewal of service meter permit and enclosing/repairing fire damaged patio enclosure.

4/23/10 OPEN Electric service

Obtain required permits for new electrical service.

Patio enclosed without proper permits. Obtain required permits or remove illegal structure.

AB-006: 16.08.010 UDB SEC 403

4/19/10 OPEN Residential area

Secure all structures to City of Las Vegas specifications.

4/23/10 OPEN Residentail zone

Secure all structure to City of Las Vegas specifications.

AB-008P: HC-SEC 1001.5 HAZ ELECTRICAL

4/8/10 OPEN Rear of Dwelling

Unapproved meter operating with incorrect wiring methods must be removed or the permit reinstated to resume final inspection approval.

AN-003: 9.04.010 (4) REFUSE & WASTE

4/8/10 OPEN Front and side yards/driveway

Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

4/8/10 OPEN Front/side yard

Remove all high vegetation from front yard area. Maintain all all times.

Chronology of Events:

April 08, 2010 **Insp#: 972188**

35)High weeds in front yard. Refuse left on driveway, boxes, etc. House is in very bad shape, roof collapsing, etc, I am going to refer to 31 for demolition evalutation. 31)Please see work bench for details.

April 19, 2010	**INSEPCTIN-ASST ADDN'L OFFICER**	
	31)Found expired electrical permit 57845otc and improper electrical methods for the new service with meter installed without an e-tag.Hazardous electrical requires the meter to be removed.Rear patio enclosure reveal past fire and affected only interior.Demolition cannot be supported by the impact of fire. Utilities are off and gas meter removed. Structure only supports 16.31 and mitigate measures.	
April 19, 2010	**Insp#: 972570**	
	31)Found illiegal electrical meter cabinet installed. Hazardous electrical resulted from such work. Meter to be removed. Found water off and gas meter removed. Permit history check reveals enclosure to patio constructed without permits. This is a partial pass.Case returned to 35) with additional corrections and meter now removed.	
April 20, 2010	**RESEARCH**	
	35)No MERS hits. Sewer has same owner/address. No phone. White pages lists owner at property with no phone. No other property for this owner in assessor records.	
April 20, 2010	**RESEARCH**	
	35)No MERS hits. Sewer has same owner/address. No phone. White pages lists owner at property with no phone. No other property for this owner in assessor records. Default filed 12/29/2009.	
April 20, 2010	**NOTICE AND ORDER REQUEST**	
	35)Forwrded notice and order request to 19 for review and approval.	
April 21, 2010	**NOTICE AND ORDER PROCESSING**	
	19) Processed Notice and Order, returned to 35 to review violations.	
April 21, 2010	**NOTICE AND ORDER ISSUED**	
April 22, 2010	**REVIEW**	
	19) reviewed case and violations, notice and order approved and file to ED to process, mail, scan notice and order.	
April 22, 2010	**NOTICE AND ORDER PROCESSING**	
	LETTER HEAD; COPIED/SCANNED/MAILED AND UPDATED N&O IN HANSEN - TO #35 FOR POSTING; Ld FOR RECORDING. C/B 5-3-2010	
April 23, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded Nuisance N&O To Comply dated April 22, 2010	
April 23, 2010	**Insp#: 977181**	
	35)No change, refuse, weeds and building open. Posted notice and order. Call back 5/4	
May 04, 2010	**Insp#: 980096**	
	35)Weeds, refuse remain, front door/rear door open. Took photos. I will refer to 19 for bid approval. $180 + $300 today Call back 5/24	
May 17, 2010	**REVIEW**	
	19) Reviewed Bid Request, approved, file to LM for processing.	
May 25, 2010	**BID RECEIVED**	
	recorded & scanned bids received - Lunas= $618.50; Blast Janitorial= $1200 & American Demo= $4500	
May 25, 2010	**10 DAY NOTICE PROCESSING**	
	PREPARED, SCANNED & MAILED 10-DAY BEFORE ABATEMENT	
May 26, 2010	**Insp#: 985186**	
	35)Posted 10 dya notice before abatement.	
June 09, 2010	**Insp#: 994975**	
	35)Weeds have been cut in front yard. Refuse remains. Weeds remain and refuse in rear and side yards, Door to rear open. Took photos. I will refer to 19 to proceed with abatement.	

July 06, 2010	**EMAIL SENT OR RECEIVED**	
	35)Received email from SNHD Donna Houston saying she received a complaint about the refuse pile in the front yard. I replied that the case file was on my supervisors desk for a decision on ifto proceed with abatement.	
July 13, 2010	**REVIEW**	
	19) Reviewed case and checked ownership, and recorders, no change, Breach was filed in May 2010 with Western Progressive LLC in charge of property, but no contact information found. Move forward with abate of 618.50 to secure rear door, remove debris, remove high weeds. File forwarded for review by LMH for approval.	
August 30, 2010	**BID AWARDED TO CONTRACTOR**	
	Received PO #284756-prepared and sent award ltr to Lunas Construction.	
August 31, 2010	**PRE-ABATEMENT VIDEO**	
	19) Pre-video and pictures completed.	
August 31, 2010	**Insp#: 1000267**	
	19) Checked property and found open windows on rear building on east side yard. Also high weeds and refuse in yards. Pre-video and pictures taken. Fee's assessed and inspection failed.	
September 03, 2010	**VIDEO REQUEST**	
	Prepared pre-abatement video request - start date 9/3. Request to #19 w/e-mail	
September 09, 2010	**EMAIL SENT OR RECEIVED**	
	ed) Requested completion date from contractor.	
September 20, 2010	**Insp#: 1034692**	
	19) Checked property all violations abated, post video and pictures completecd. Case closed.	
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 #283920 - $618 TO LUNAS); SCANNING, AND CLOSING OF FILE.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	P	04/23/2010	06/08/2010
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/04/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/04/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	05/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/26/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	06/09/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/09/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/31/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	08/31/2010	
ADMINISTRATIVE	$92.70	U	10/01/2010	
NUISANCE ABATEMENT FEE	$618.50	U	10/01/2010	
LATE FEE	$18.00	U	01/25/2011	

Total Amount Due: **$3,019.20**

Total Amount Paid: **$** **1.00**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	LUNAS	A	5/21/10

Bid Amount: 618.50
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	NA	5/21/10

Bid Amount: 4,500.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	NA	5/21/10

Bid Amount: 1,200.00
Bid Award Date:
Contractor Start Date:
Description:

APN 138-36-313-078

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BANK HSBC USA NA TRS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-36-313-078**
Commonly known as: **5608 Heron Avenue**
Legal Description: **CHARLESTON HGTS TRACT #03**
PLAT BOOK 4 PAGE 48
LOT 46 BLOCK 13

On **September 14, 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 **$2,953.20** 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 **$66,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$69,503.20** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 20, 2011** ordered the above charges in the amount of **$69,503.20**, 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 #88676

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 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 704 Easy Street in the amount of $2,573 (General Fund) and assess a maximum of $55,550 in daily civil penalties. PROPERTY OWNERS: RAMIRO ORNELAS AND MARIA DELOURDES - Ward 1 (Tarkanian)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,573
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 Weaver Construction to secure all structures, remove all trash and debris, and remove all high weeds and grass. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $71,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $780 invoice for Weaver Construction in addition to other fees assessed for a total of $2,573 and consider assessing a maximum of $55,550 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 20, 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 704 Easy Street in the amount of $2,573 (General Fund) and assess a maximum of $55,550 in daily civil penalties. PROPERTY OWNERS: RAMIRO ORNELAS AND MARIA DELOURDES – Ward 1 (Tarkanian)

Weaver Construction completed work on September 14, 2010 at a cost of $780; $726 in reinspection fees (w/late fees); $950 in civil penalties; plus a 15% administrative fee for a total of $2,573.

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.

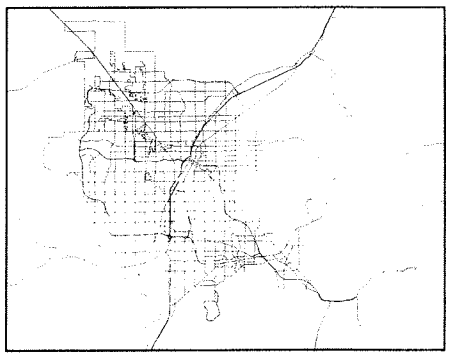
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

704 EASY STREET
CROSS STREETS - ALTA//DECATUR

City of Las Vegas Vicinity Map

N

0 175 350 700 Feet

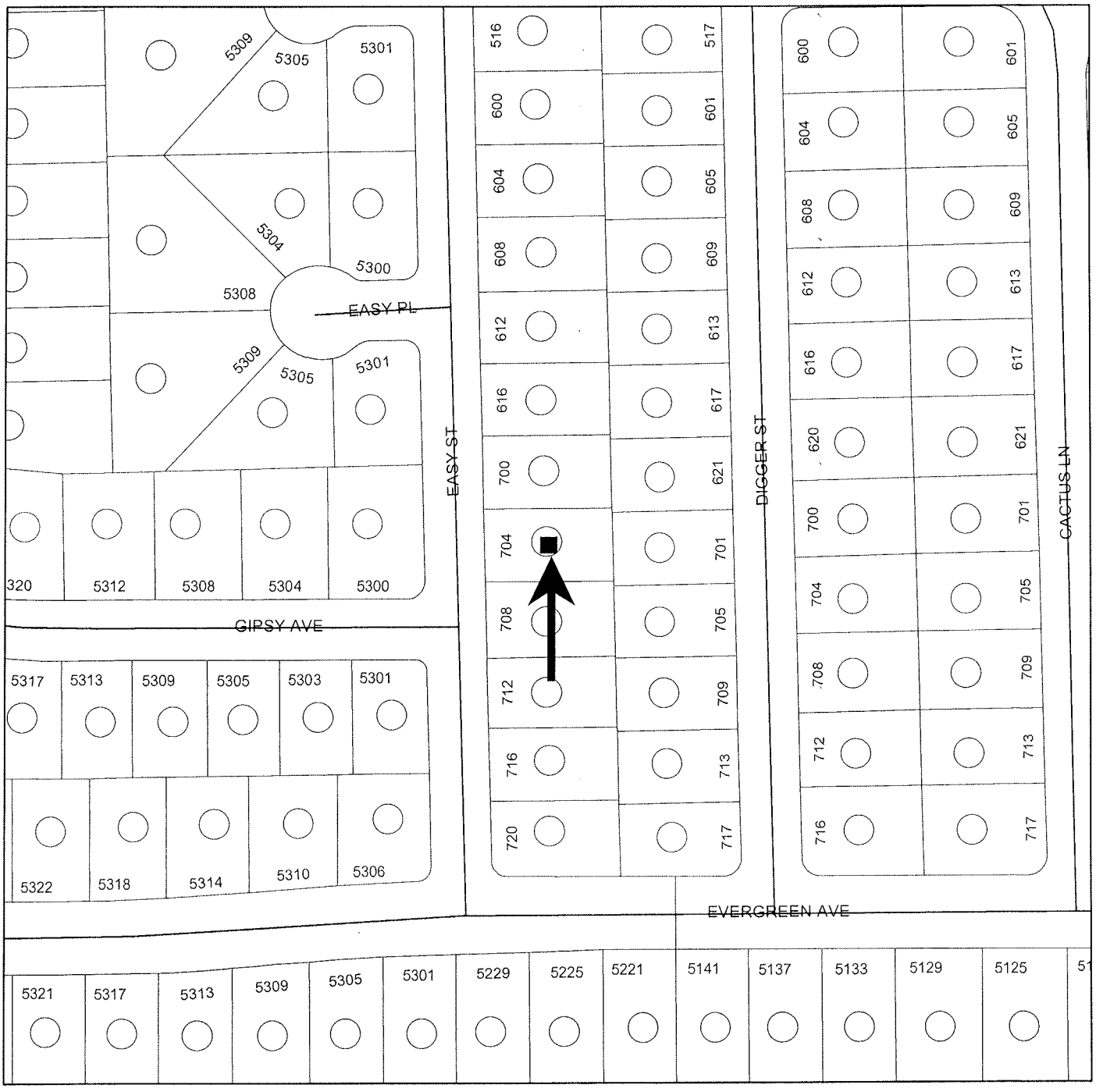


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

704 EASY STREET
CROSS STREETS - ALTA//DECATUR

City of Las Vegas Vicinity Map



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

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 30, 2011

Re: Report of Expenses for the abatement of nuisance located at 704 Easy Street - Ward 1 (Tarkanian)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by securing all structures, removing all trash and debris, and removing all high weeds and grass. The abatement was completed by Weaver Construction on September 14, 2010 at a cost of $780.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Secure all structures.	$180.00
Remove all trash and debris.	$150.00
Remove high grass and weeds.	$450.00
AMOUNT DUE:	$780.00
Administrative Processing Fee:	$117.00
Sub-Total:	$897.00
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
TOTAL AMOUNT DUE:	**$2,573.00**
Daily Civil Penalties – 114 days @ $500 a day (excluding civil penalty fees already assessed) May 24, 2010 to September 14, 2010	**$55,550.00**
MAXIMUM TOTAL:	**$58,123.00**
OWNER OF RECORD	RAMIRO ORNELAS
	MARIA DELOURDES
PROPERTY ABATED:	704 Easy Street
	Las Vegas, NV 89107
ASSESSOR PARCEL:	138-36-710-038
LEGAL DESCRIPTION:	CHARLESTON HGTS TRACT #03
	PLAT BOOK 4 PAGE 48
	LOT 5 BLOCK 9

DSS:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires March 1, 2000

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 20, 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 20, 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 **704 EASY STREET – Case #90528.** The Director of Neighborhood Services certifies that the sum of **$2,573.00** was expended and Civil Penalties in the sum of **$55,550.00** may be imposed for a total of **$58,123.00**. Owner of record at time of abatement: **RAMIRO ORNELAS AND MARIA DELOURDES – WARD 1 (TARKANIAN)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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 # 90528

704 EASY ST - Map # 02421-76 Parcel 13836710038

Owner Information:

ORNELAS RAMIRO
704 EASY ST
LAS VEGAS, NV 89107-3821

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: WEEDS AND BROKEN WINDOWS

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: May 06, 2010

Ward: 1

Date Case Resolved: September 20, 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		
5/11/10	OPEN	Residence, windows
Secure all structures to City of Las Vegas specifications.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
5/11/10	OPEN	Front, side and rear yards
Remove all refuse and waste from all areas of property. Maintain at all times.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
5/11/10	COMPLIED 09/20/10	Front, side and rear yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.		

Chronology of Events:

May 11, 2010 **Insp#: 987197**

35)Refuse and high weeds in all yards, house appears vacant but no realtor informaitn on-site. Missing glass in garage window and two open windows in rear yard area. Took photos. Posted noitice and I will do research for Notice and Order. Call back 5/25

May 11, 2010 **CORRECTION NOTICE ISSUED**

May 12, 2010 **RESEARCH**

35)No prior cases. Sewer has same owner at the property address, 1 lien. Assessor records show Notice of Trustee Sale 9/25/09 and a default 6/18/09 but there is a default recission 11/24/09. There is an assignment to OneWest Bank on 9/25/09. No white page information on owners found.

May 12, 2010 **NOTICE AND ORDER REQUEST**

35)Forwarded Notice and Order request to 19 for approval.

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 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 ORNEALAS RAMIRO @ 704 EASY ST, LV, NV 89107-3821. To 35 for posting. To Laura for recording. C/B 5/25/10	
May 14, 2010	**Insp#: 988650**	
	35)Posted Notice and Order. Call back 5/25	
May 19, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded Nuisance N&O To Comply dated May 14, 2010	
May 25, 2010	**Insp#: 990300**	
	35)Weeds, refuse asnd open windows remain. Took photos. $120 today. I will refer to bids.	
June 07, 2010	**REVIEW**	
	19) Reviewed case for bids, approved. File to ED	
June 17, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	RECORDED & SCANNED BIDS RECEIVED: 1-WEAVER=$780; BLAST JANITORIAL=$800; AMER DEMO=$1300	
June 17, 2010	**10 DAY NOTICE PROCESSING**	
	Ed) Prep, scanned and sent 10-day Notice to Abate to: ORNELAS RAMIRO, 704 EASY ST, LV, NV 89107-3821	
June 17, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
June 18, 2010	**Insp#: 994365**	
	35)No change weeds, refuse in all yards and building not secure. Took photos, posted 10 day before abatement letter. $180 + $150 today	
June 22, 2010	**CORRESPONDENCE RECEIVED/SENT**	
	35)Certified 10 day letter came back return to sender, vacant.	
July 01, 2010	**RESEARCH**	
	35)Assessor has same owner and adress, it has not changed ownership. Recorder has no new information, the default recission indicates property is in bankruptcy.	
July 01, 2010	**PHONE CALL**	
	35)Called One West Bank, Roger Stoots, 512-250-2831 about abatement. Assessor shows an assignment to One West Bank.	
July 01, 2010	**Insp#: 1004367**	
	35)Violations remain, weeds in all yards, refuse in all yards. Open windows in front and rear. Took photos. I will refer to 19 to proceed with abatement. $180 + $300 today.	
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 $780 - Weaver Construction for removal of all high weeds, refuse, waste and securing of open window.	
August 07, 2010	**RESEARCH**	
	19) No change on Recorders with ownership. No new info found on owner.	
August 07, 2010	**REVIEW**	
	19) checked fee's and abatement costs. File to ED to process abatement costs correctly. Also invoice was not broken down from Weaver. Email to ED on corrections needed.	

August 30, 2010	**BID AWARDED TO CONTRACTOR**	
	Received PO #284755-prepared and sent award ltr to Weaver Construction.	
September 08, 2010	**VIDEO REQUEST**	
	ed) Received completion date 9/10/10; prepared and sent Post-Abatement Video Request to #19	
September 08, 2010	**Insp#: 1009706**	
	25) Pre-video and pictures completed. All violations remain. Failed inspection, fee's assessed.	
September 13, 2010	**PRE-ABATEMENT VIDEO**	
	25) Pre-video and pictures completed	
September 20, 2010	**Insp#: 1038825**	
	19) Checked property all violations abated, post video and pictures completecd. Case closed.	
September 24, 2010	**PHONE CALL**	
	property owners' daughter called on behalf of parents, they can be reached at 870-4542 home and their home address is 901 Brush St, apt. #14, LV 89107. They only speak Spanish.	
October 11, 2010	**ADMINSTRATIVE**	
	ENTERED INTO ORACLE TO RECEIVE (RECEIPT #283899 - $780 TO WEAVER); SCANNING, AND CLOSING OF FILE.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/25/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/01/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/01/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/13/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	09/13/2010	
ADMINISTRATIVE	$117.00	U	10/01/2010	
NUISANCE ABATEMENT FEE	$780.00	U	10/01/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$2,537.00**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	NA	6/15/02

Bid Amount: 1,300.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	6/15/02

Bid Amount: 780.00
Bid Award Date:
Contractor Start Date:
Description:
SECURE STRUCTURES, REMOVE REFUSE/WASTE, WEEDS, GRASS

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	NA	6/15/02

Bid Amount: 800.00
Bid Award Date:
Contractor Start Date:
Description:

APN 138-36-710-038

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **RAMIRO ORNELAS**
MARIA DELOURDES
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-36-710-038**
Commonly known as: **704 Easy Street**
Legal Description: **CHARLESTON HGTS TRACT #03**
PLAT BOOK 4 PAGE 48
LOT 5 BLOCK 9

On **September 14, 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 **$2,573.00** 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 **$55,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$58,123.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 20, 2011** ordered the above charges in the amount of **$58,123.00**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 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 #90528

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 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 7600 Seagull Avenue in the amount of $3,857.50 (General Fund) and assess a maximum of $41,050 in daily civil penalties. PROPERTY OWNERS: BERNARD L MILES AND DIANE H SCOTT-MILES - Ward 2 (Wolfson)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,857.50
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of 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 remove all high weeds and grass from all areas, and apply herbicide, secure all windows, doors, and openings, board patio slider, and remove non-permitted sheds. To date, there have been seven (7) inspections conducted at this location. The estimated value of the property based on Zillow.com is $176,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,290 invoice for American Demolition in addition to other fees assessed for a total of $3,857.50 and consider assessing a maximum of $41,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: April 20, 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 7600 Seagull Avenue in the amount of $3,857.50 (General Fund) and assess a maximum of $41,050 in daily civil penalties. PROPERTY OWNERS: BERNARD L MILES AND DIANE H SCOTT-MILES – Ward 2 (Wolfson)

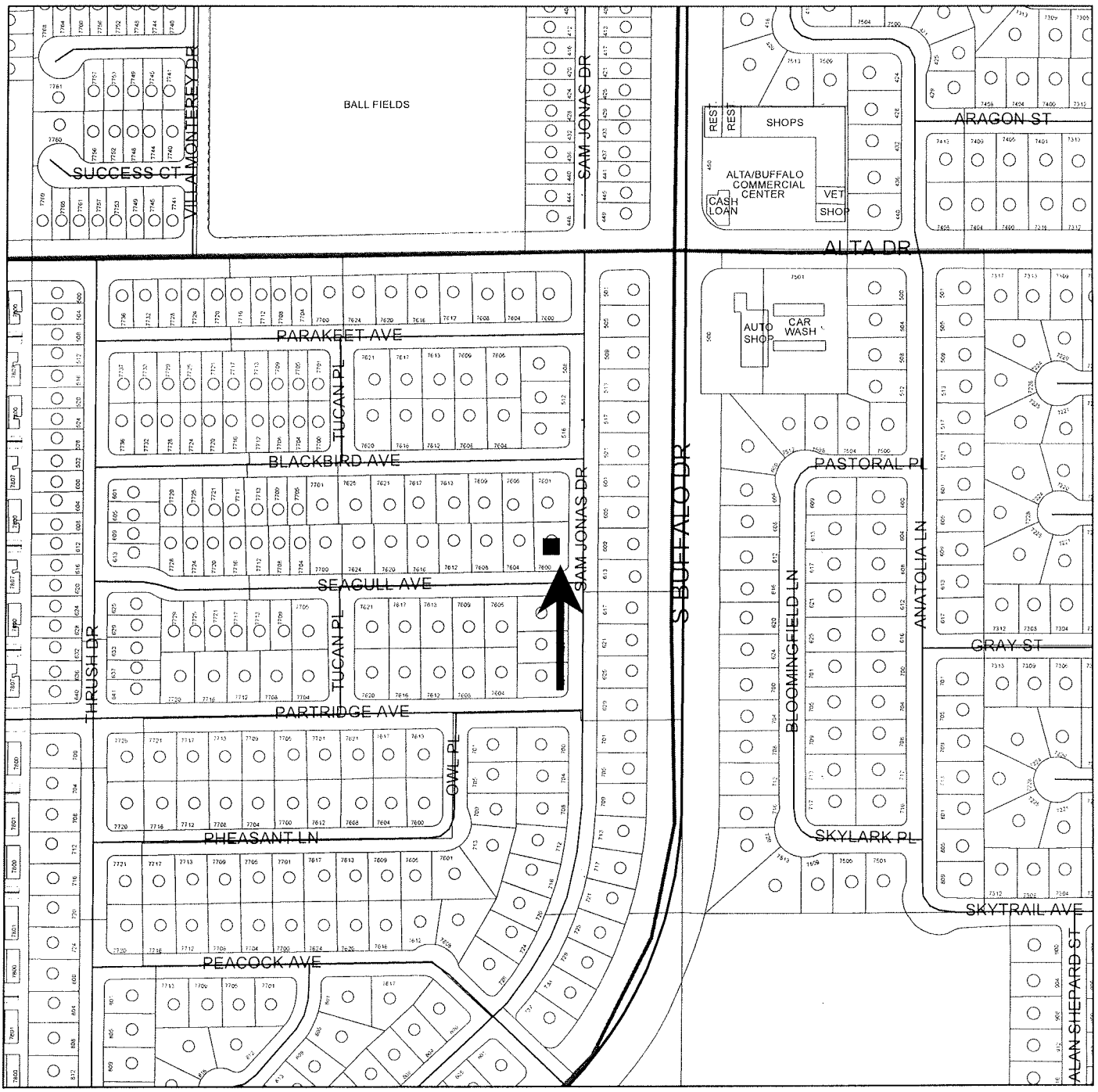
American Demolition completed work on September 3, 2010 at a cost of $1,290; $924 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $3,857.50.

Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.

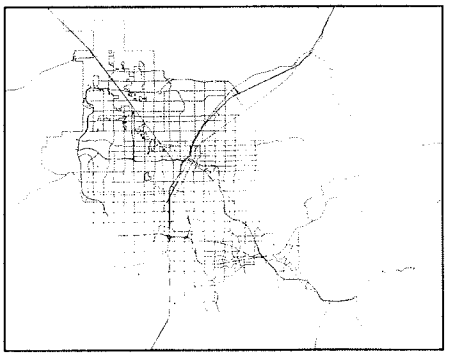
7600 SEAGULL AVENUE
CROSS STREETS - ALTA//BUFFALO

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet

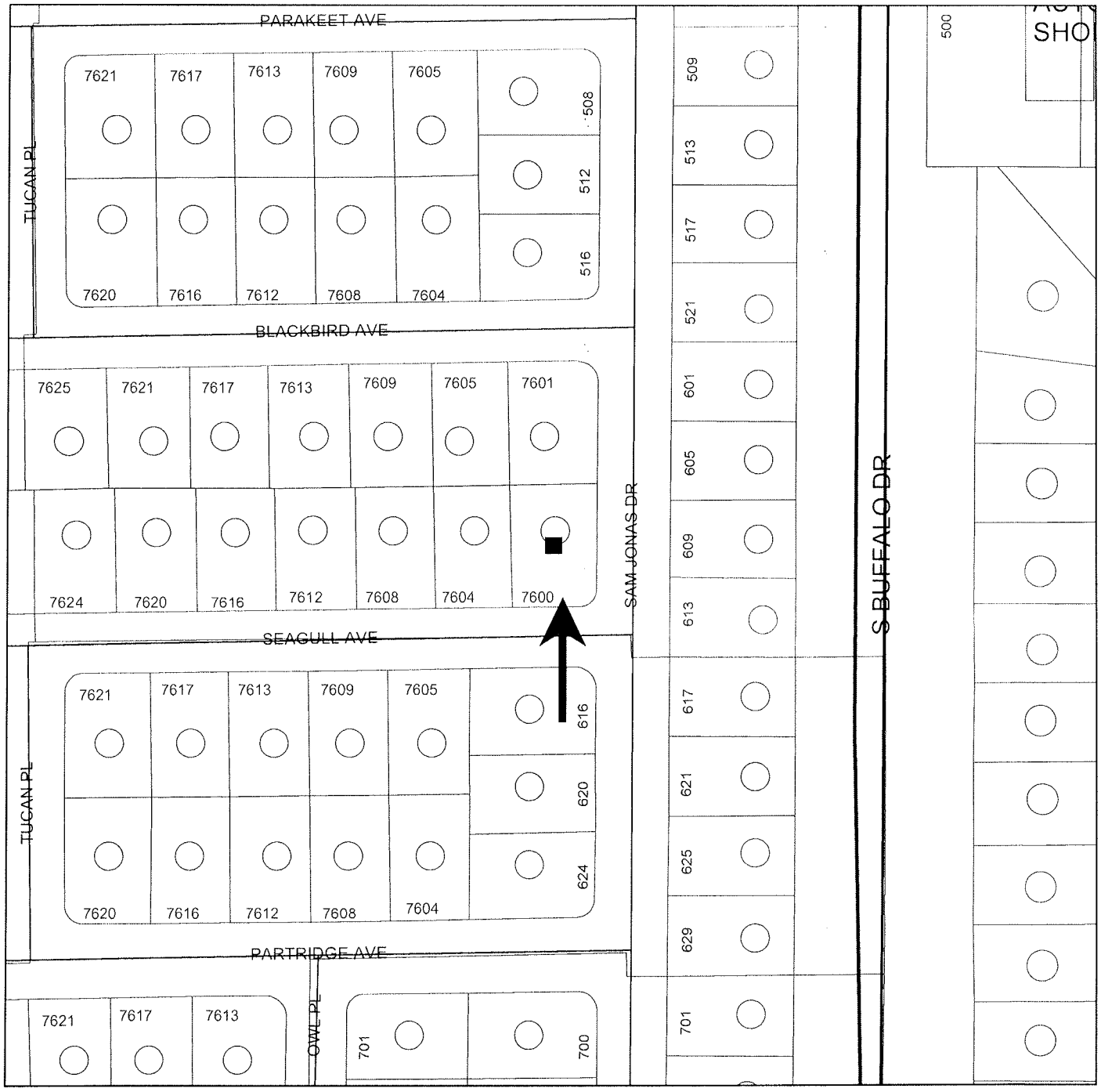


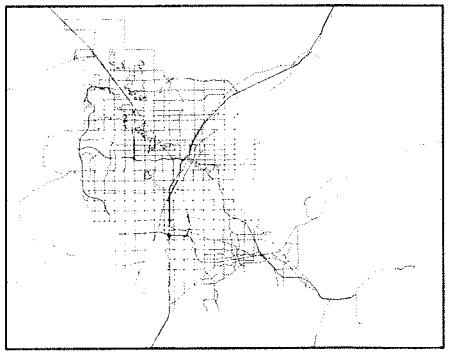
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

7600 SEAGULL AVENUE
CROSS STREETS - ALTA//BUFFALO

City of Las Vegas Vicinity Map





GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this maps is for reference only.
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 30, 2011

Re: Report of Expenses for the abatement of nuisance located at 7600 Seagull Avenue - 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, removing all high weeds and grass from all areas and applying herbicide, securing all windows, doors, and openings, boarding patio slider, and removing non-permitted sheds. The abatement was completed by American Demolition on September 3, 2010 at a cost of $1,290.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all high weeds and grass from all areas and apply herbicide.	$300.00
Remove all trash and debris.	$490.00
Secure all windows, doors, and openings.	$160.00
Board patio door.	$160.00
Remove shed.	$180.00
AMOUNT DUE:	$1,290.00
Administrative Processing Fee:	$193.50
Sub-Total:	$1,483.50
Reinspection Fees (w/late fees):	$924.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$3,857.50**
Daily Civil Penalties – 85 days @ $500 a day (excluding civil penalty fees already assessed) June 11, 2010 to September 3, 2010	**$41,050.00**
MAXIMUM TOTAL:	**$44,907.50**
OWNER OF RECORD	BERNARD L. MILES
	DIANE H. SCOTT-MILES
PROPERTY ABATED:	7600 Seagull Avenue
	Las Vegas, NV 89145
ASSESSOR PARCEL:	138-33-712-011
LEGAL DESCRIPTION:	CHARLESTON RAINBOW UNIT 15F
	PLAT BOOK 20 PAGE 99
	LOT 41 BLOCK 6

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: Jack Praskovich

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 20, 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 20, 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 **7600 SEAGULL AVENUE – Case #89809**. The Director of Neighborhood Services certifies that the sum of **$3,857.50** was expended and Civil Penalties in the sum of **$41,050.00** may be imposed for a total of **$44,907.50**. Owner of record at time of abatement: **BERNARD L. MILES AND DIANE H. SCOTT-MILES – 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 # 89809

7600 SEAGULL AVE - Map # 02417-69 Parcel 13833712011

Owner Information:

MILES BERNARD L
7600 SEAGULL AVE
LAS VEGAS, NV 89145-5938

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: refuse, waste in all yards, hole in wall of house allowing access to kids- Complainant Barbara Phillips 363-9732

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 26, 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

4/27/10 OPEN All areas

Remove all litter, trash and waste. Remove all abandoned property. Property to be maintained in a clean and orderly condition at all times.

Remove all refuse, trash, litter and abandoned items to include unpermitted shed in side yard (boxes, shopping carts, wood etc..) Property to be maintained in a clean and orderly condition at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION

4/27/10 COMPLIED 09/16/10 All areas

Please cut all high weeds and grass over 8 inches in height in all areas. Property is to be maintained at all times.

AN-009: 9.04.010 (7)(D) DILAPIDATED

4/27/10 OPEN West side of house

Repair hole in wall located on the west side of house where a AC unit has been removed or board according to City of Las Vegas standards. House is to remain secure at all time.

4/29/10 OPEN Side yard

Repair damaged exterior wall on West side of property. Opening to be boarded according to city specifications until repair is completed to deny access.

Chronology of Events:

April 27, 2010 **Insp#: 981142**

25) Called complainant, line busy. House appears to be vacant (later confirmed) high weeds in front, refuse in all areas, mostly abandoned household items some litter some trash. Gate chained and locked hole in wall next to gate looks like this was cut and boarded for some reason and someone has removed the board. in rear and side are two shed which appear to be too close to wall (setbacks) will check for permits. I have been in neighborhood and have never seen a car or anyone at this house since May 2009. Going to N&O c/b 4/28 PIC (posted c/n on 5/10 to fail this inspection for N&O process)

April 28, 2010 **PHONE CALL**

25) called complaiant spoke to husband, explained clean up and N&O process.

May 06, 2010	**RESEARCH**	
	25]SEWER-same address ph#363-7622 no name on v-mail.	
May 06, 2010	**RESEARCH**	
	25] WHITE PAGES- same as sewer	
May 06, 2010	**RESEARCH**	
	25] MERS- over 1,000 hits by name, none by address	
May 10, 2010	**REFERRED**	
	25) file to 19 for N&O review	
May 10, 2010	**CORRECTION NOTICE ISSUED**	
June 01, 2010	**REVIEW**	
	19) Reviewed notice and order approved. Notice processed and returned to officer.	
June 01, 2010	**NOTICE AND ORDER ISSUED**	
June 01, 2010	**Insp#: 982505**	
	25) $120 fee, no chnage PIC posted N&O c/b 6/11	
June 10, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded Nuisance N&O To Comply dated 6/1/10	
June 22, 2010	**RESEARCH**	
	25) No permit for shed in hansen.	
June 22, 2010	**REFERRED**	
	25) file to 19 to review for bid request	
June 22, 2010	**Insp#: 997061**	
	25) $180 inspection fee + $150 civil fee applied No chnage, no contact. No agent or bank info on property. House is still open, no chnage in violations. going forward on taking bids. c/b 7/5	
June 24, 2010	**REVIEW**	
	19) file reviewed and approved to obtain bids. File to ED	
July 01, 2010	**BID RECEIVED**	
	RECORDED & SCANNED BIDS RECEIVED: 1-AMER DEMO=$950; 2-WEAVER =$1585	
July 01, 2010	**10 DAY NOTICE PROCESSING**	
	ed) Prep, scanned and sent 10-day Notice to Abate to: MILES BERNARD @ 7600 SEAGULL AVE, LV, NV 89145 AND QUALITY LOAN SERV CORP, 2141 FITH AVE, SAN DIEGO, CA 92101	
July 01, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
July 06, 2010	**Insp#: 1006197**	
	25] $180 inspection + $300 civil fee applied. No bank or agent info on house. No chnage. PIC posted 10 DAY BEFORE ABATE. c/b 7/19	
July 26, 2010	**Insp#: 1011254**	
	25] $180 inspection + $500 civil fee applied. No chnage. No agent or bank info PIC file to 19 to go forward with abatement. c/b 8/2	

July 27, 2010	**REFERRED**	
	25} File to 19 to proceed with abatement	
August 02, 2010	**RESEARCH**	
	25] RECORDERS & MERS checked. No new info on recorders Mers down	
August 02, 2010	**REFERRED**	
	25] file to 19 to proceed with abtement by contractor	
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 $950 American Demo for removal of all high weeds, refuse, waste from all areas of property and secure any open doors/windows.	
August 30, 2010	**BID AWARDED TO CONTRACTOR**	
	Received PO #284765-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#: 1018899**	
	19) Checked property, verified high weeds in all yards, refuse/waste in all yards, openings remain open (A/C on West side & rear slider open in rear). Pre-video and pictures completed. Failed inspection.	
September 03, 2010	**PHONE CALL**	
	19) Received call from Jack American Demo advising that rear slider was not included in bid, nor removal of additional shed that was not able to be accessed. Advised that he needed to add on $340 in additional costs. 19 Approved additional costs.	
September 16, 2010	**Insp#: 1034647**	
	19) Post Video and pictures completed. Case closed.	
September 17, 2010	**POST-ABATEMENT VIDEO**	
	19) Post Video and pictures completed.	
October 15, 2010	**ADMINSTRATIVE**	
	ed) ENTERED INTO ORACLE TO RECEIVE (RECEIPT #284764 & 284765 - $1290 TO BLAST JANITORIAL); SCANNING, AND CLOSING OF FILE.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/01/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/22/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	06/22/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/07/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/07/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/26/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/31/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	08/31/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/13/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/13/2010	
ADMINISTRATIVE	$193.50	U	10/15/2010	
NUISANCE ABATEMENT FEE	$1,290.00	U	10/15/2010	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	01/25/2011	

Total Amount Due: **$4,483.50**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	NA	6/30/10

Bid Amount: 950.00
Bid Award Date:
Contractor Start Date:
Description:
REMOVE HIGH WEEDS, REFUSE/WASTE, SECURE STRUCTURE

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	6/30/10

Bid Amount: 1,585.00
Bid Award Date:
Contractor Start Date:
Description:

APN 138-33-712-011

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BERNARD L. MILES**
DIANE H. SCOTT-MILES
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **138-33-712-011**
Commonly known as: **7600 Seagull Avenue**
Legal Description: **CHARLESTON RAINBOW UNIT 15F**
PLAT BOOK 20 PAGE 99
LOT 41 BLOCK 6

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 **$3,857.50** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$41,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$44,907.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 20, 2011** ordered the above charges in the amount of **$44,907.50**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #89809

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 1662 G Street in the amount of $14,625.75 (General Fund) and assess a maximum of $145,550 in daily civil penalties. PROPERTY OWNER: WILLIAM PRENTISS - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $14,625.75
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 Weaver Construction to demolish the structures in compliance with Clark County Health regulations (bid must include asbestos removal), and remove all trash, debris, and vegetation. To date, there have been eighteen (18) inspections conducted at this location. The estimated value of the property based on Zillow.com is $62,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $9,525 invoice for Weaver Construction and $600 invoice for CamAir for asbestos survey in addition to other fees assessed for a total of $14,625.75 and consider assessing a maximum of $145,550 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 20, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 1662 G Street in the amount of $14,625.75 (General Fund) and assess a maximum of $145,550 in daily civil penalties. PROPERTY OWNER: WILLIAM PRENTISS – Ward 5 (Barlow)

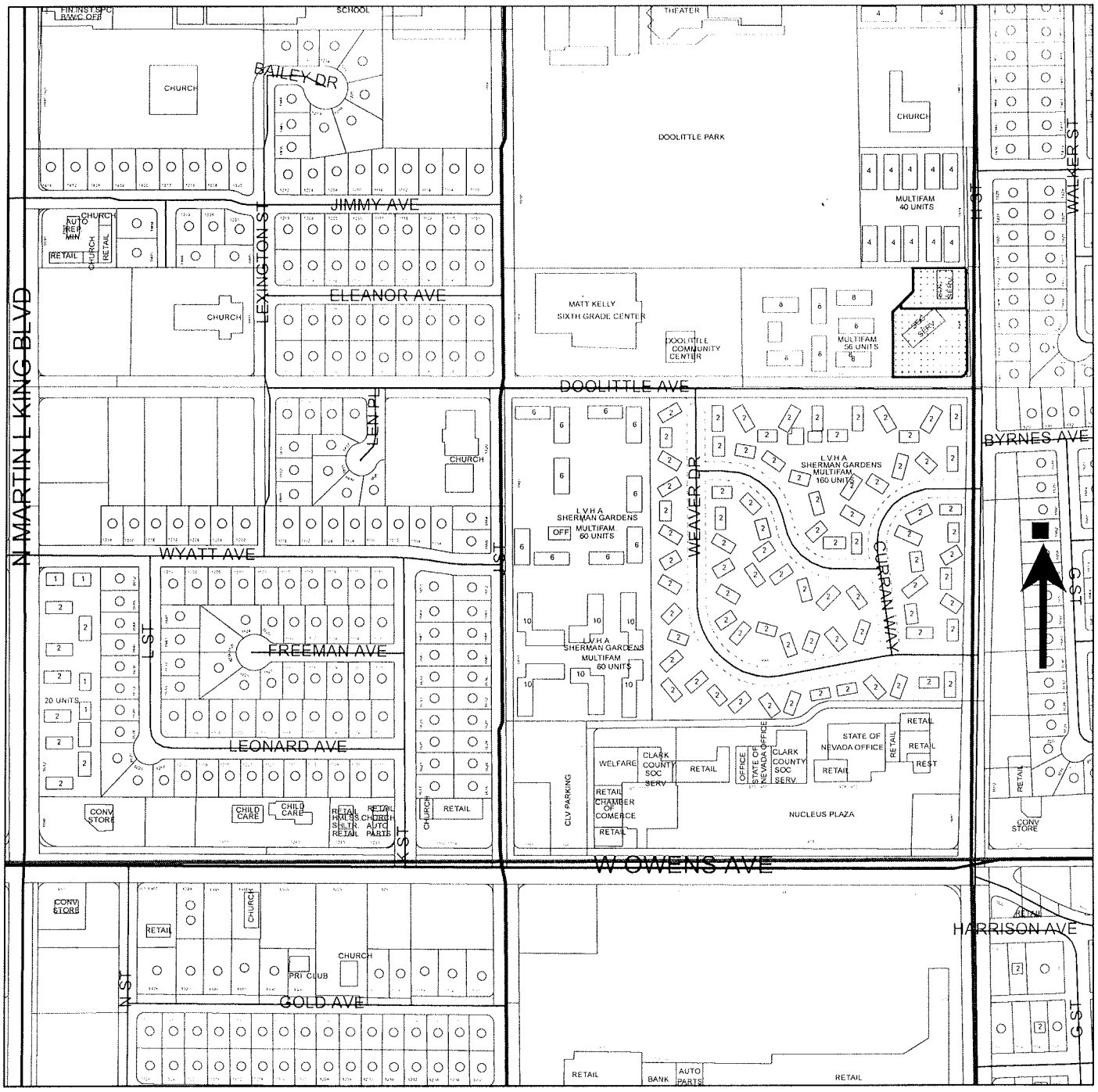
Weaver Construction completed work on September 23, 2010 at a cost of $9,525; CamAir conducted asbestos survey at a cost of $600; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $14,625.75.

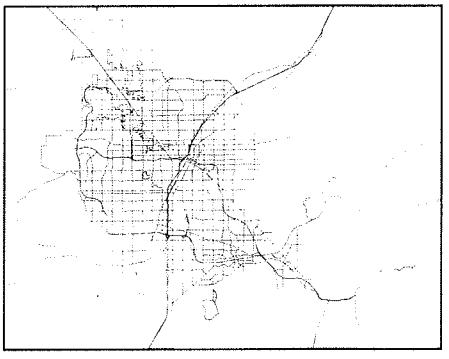
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

1662 G STREET
CROSS STREETS - MLK//OWENS

City of Las Vegas Vicinity Map





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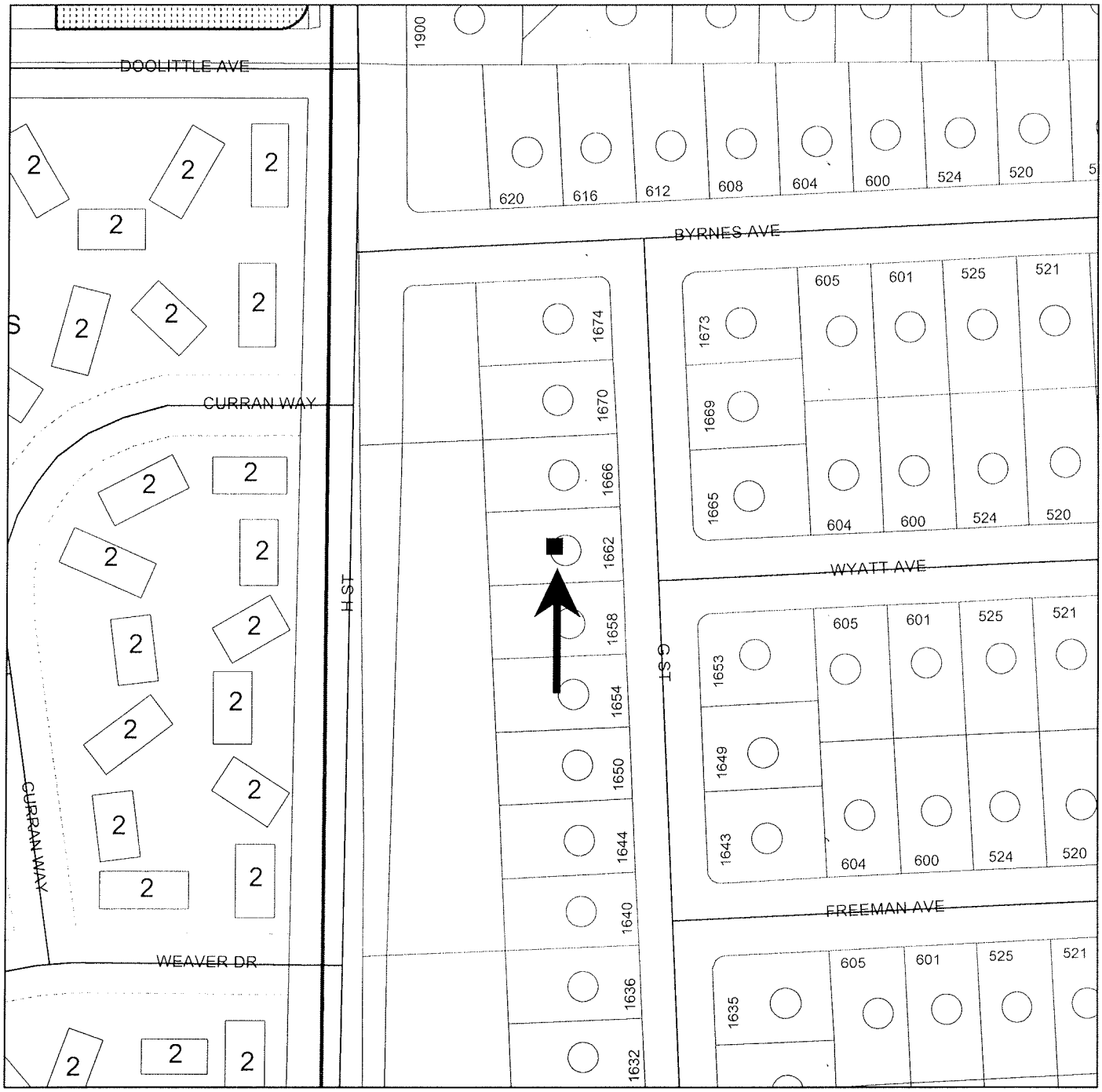
0 225 450 900 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1662 G STREET
CROSS STREETS - MLK/OWENS

City of Las Vegas Vicinity Map



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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 30, 2011

Re: Report of Expenses for the abatement of dangerous building demolition located at 1662 G Street - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building Demolition," the Department of Building and Safety caused the above-referenced property to be corrected by demolishing the structures in compliance with Clark County Health regulations (bid must include asbestos removal), and removing all trash, debris, and vegetation. The abatement was completed by Weaver Construction on September 23, 2010 at a cost of $9,525.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Demolish structures.	$8,575.00
Remove all trash and debris.	$750.00
Remove all high weeds and grass.	$200.00
Asbestos Survey	$600.00
AMOUNT DUE:	$10,125.00
Administrative Processing Fee:	$1,428.75
Sub-Total:	$11,553.75
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$14,625.75**
Daily Civil Penalties – 295 days @ $500 a day (excluding civil penalty fees already assessed) December 3, 2009 to September 23, 2010	**$145,550.00**
MAXIMUM TOTAL:	**$160,175.75**
OWNER OF RECORD	WILLIAM PRENTISS
PROPERTY ABATED:	1662 G Street
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-22-410-038
LEGAL DESCRIPTION:	BERKLEY SQUARE
	PLAT BOOK 4 PAGE 39
	LOT 4 BLOCK 6

DSS:ld

WEAVER CONSTRUCTION
"GENERAL ENGINEERING"
2590 NORTH NELLIS BLVD.
LAS VEGAS, NEVADA 89115

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of Weaver Construction and all persons and entities holding more than a 1% interest in Weaver Construction or any principal of Weaver Construction are the following:

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. Phil Weaver	2590 N. Nellis Blvd. LV, NV	644-1088
2.		
3.		
4.		
5.		
6.		

Continue list until full and complete disclosure is made

I certify under penalty of perjury, that the foregoing list is full and complete.

Weaver Construction

BY: Phyllis Weaver
Phyllis Weaver, Office Mgr.

Subscribed and sworn to before me
this 28 day of October, 1999.

Stephanie D. Dunn
Notary Public

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
STEPHANIE D. DUNN
Appt. No. 91-2737-1
My Appointment Expires: March 1, 2000

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 20, 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 20, 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 **1662 G STREET – Case #81386**. The Director of Neighborhood Services certifies that the sum of **$14,625.75** was expended and Civil Penalties in the sum of **$145,550.00** may be imposed for a total of **$160,175.75**. Owner of record at time of abatement: **WILLIAM PRENTISS – WARD 5 (BARLOW)**

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 # 81386

1662 G ST - Map # 02225-81 Parcel 13922410038

Owner Information:

PRENTISS WILLIAM
1662 NORTH G ST
LAS VEGAS, NV 89106-2710

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: There is a 93 year old senior, William Prentiss, residing at the 1662 G Streeet residence. The house is severely damaged both inside and out. There is damage to the roof, mold build up and there is currently no electricity. There is also an extension that was built towards the back of the home several years ago. It appears this extension was never completed and it is not safe for anyone to walk through, especially a senior. The senior refuses to leave the residence and is sleeping in his car, outside of the home at night. The house has also allegedly been used as a drug house in the past, as anyone can easily enter and exit the house. I am the senior's social worker from Senior Protective Services and would be happy to answer any questions that the officer may have or assist in any way possible, as I would like to have the home inspected for possible, condemnation. This may be the only way to convince the senior that he can no longer live in those conditions. Thank you for your assistance. Yolanda Flores, SCPS Social Worker 455-8677. You may also contact the senior's daughter Dorothy Johnson at 982-2081.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: August 31, 2009

Ward: 5

Date Case Resolved: September 29, 2010

Source: WEB

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
11/12/09 COMPLIED 09/23/10 Entire Structure
Demolish entire building and remove debris.
Secure all openings to City of Las Vegas specifications (attached)

AB-006D: 16.08.010 UDB SEC 302 (04)
3/5/10 OPEN Entire Structure
Demolish entire building and remove all debris.

AB-006E: 16.08.010 UDB SEC 302 (05)
3/5/10 OPEN Entire Structure
Demolish entire building and remove all debris.

AB-006K: 16.08.010 UDB SEC 302 (11)
3/5/10 OPEN entire structure
Demolish entire building and remove all debris.

AN-003: 9.04.010 (4) REFUSE & WASTE
11/12/09 COMPLIED 09/23/10 All Yards
Remove all refuse,waste,trash and debris, including paper, plastic,furniture,household items, etc. Keep maintained at all times

AN-006: 9.04.010(7)(A) HIGH VEGETATION
11/12/09 OPEN All Yards
Remove all high vegetation. Keep maintained at all times.

Chronology of Events:

September 01, 2009 **DIRECTIVE**

21)REFER TO 20 rk OFF

September 01, 2009 **Insp#: INSPECTION**

20]Met at the home w/Social services worker & NVEngergy worker to evaluate the conditions of the home throughout. The roof assembly is shot,no power,ceilings destroyed w/exposed joists & insulation on the floors, deplorable living conditions inside home

September 01, 2009 **DEMOLITION BUILDING**

20] Home is too badly deteriorated to allow further occupancy in it by the current elderly male @ 93 yre of age.He is unabale to repair it physically & financially & therefore, I placed a red tag on it and will order demolition thru legal processes

September 01, 2009 **Insp#: 883877**

September 02, 2009 **LETTER**

20] Prepared a letter that will be posted on the house on the front window by entry door that has photos attached next to it that depicts the only 4 persons that are going to be allowed to enter into the home to retrieve the owner's personal items

September 02, 2009 **MEETING**

20] Met Darrel Prentiss at the house on 1662 G Street and posted the leter of authorizatio w/the attached b & w photos of the only 4 persons allowed to go into the interior of the home to retrieve the old gentleman owner's personal items prior to demo.

September 25, 2009 **Insp#: 884943**

20]Go back to the house and post the photos of the persons who may be able to enter the house to remove from it any valuables that the father may want to keep before the house is boarded and secured and then declared it must be demolished as structurally unsafe to live in

October 12, 2009 **Insp#: 902664**

26) Observed vacant house that is open and accessible, took pixs. Jim S #21 is setting appt to meet with Councilman Barlow regarding taking down structure because it in is over 50% deteriorated, Steven Brooks is setting up meeting, cb 10-13

November 07, 2009 **Insp#: 902670**

26) Property is still vacant and is open and accessible, and refuse/waste in all yards, took pixs, I will prepare N&O, cb 11-9

November 13, 2009 **NOTICE AND ORDER REQUESTED**

26)Notice and Order prepared and forwarded to 21 for review.

November 16, 2009 **NOTICE AND ORDER REQUESTED**

21)refer to office n&o

November 23, 2009 **NOTICE AND ORDER ISSUED**

LM) AFTER OK BY #21 - FINALIZED AND MAILED N&O TO OWNER: WILLIAM PRENTISS @ 1662 N "G" ST., LV 89106 & AT 1658 "G" ST - C/B 12/3/09. TO #26 FOR POSTING & L deA for Recording.

November 24, 2009 **RECORD**

Ld) Recorded Nuisance N&O To Comply Regarding Dangerous Building dated November 23, 2009 at Clark County. Recorded in Book:20091124 Inst: 03762

November 25, 2009 **MISCELLANEOUS**

LM) CERTIFIED CARDS (2) ADDRESSED TO WILLIAM PRENTISS @ 1662 N. "G" STREET & @ 1658 N. "G" STREET, LV 89106 - RECEIVED.

December 04, 2009 **Insp#: 913353**

26) Property still empty but is still open and accessible and refuse/waste in all yards, took pixs, CONTINUE ABATGEMENT, cb 12-11

December 12, 2009 **Insp#: 923812**

26) No change in status, still open and accessible, cb 12-19

January 02, 2010	**Insp#: 926947**	
	26) Property remains the same, trash/debris and refuse/waste in all yards and building is open and accessible, took pixs. I will check with Tony #21 regarding status of cleanup and boarding, cb 1-4	
January 12, 2010	**BID SENT**	
	LM) SENT REQUEST FOR QUOTES TO ALL CONTRACTORS; DUE - 1/15/2010	
January 15, 2010	**BID RECEIVED**	
	lm) BIDS RECEIVED: 1-BLAST JANITORIAL= $800; 2-AMERICAN DEMOLITION= $1,050; 4-LUNAS CONSTRUCTION= $1,220; 5-NDX= $1,949;	
January 19, 2010	**MISCELLANEOUS**	
	lm) prepared, scanned and mailed 10DY BEFORE ABATEMENT TO OWNER: WILLIAM PRENTISS @ 1662 nORHT G STREET, LV 89106- TO #21 (FOR #26) FOR POSTING; C/B 1-29-2010	
January 20, 2010	**Insp#: 933745**	
	36)1-20-10 Posted ten day notice before abatement at property. Took pictures. Failed, 180 plus 500. Violations still appear not to be in compliance. Call back 1-30-10	
February 02, 2010	**Insp#: 940368**	
	36) 2-1 Went to property with 26 Bob and talked with daughter of owner who is now cleaning property. Giving extension for 10 days for violations to be abated by daughter. Outside area in front is clean and back is in process of being cleaned. Received phone call from daughter Maria? over past weekend and she wanted information on boarding specifications. I brought out copy and explained to her and to her company that was with her. They indicated that violations would be abated by the 10 days. Call back 2-11-10	
February 13, 2010	**Insp#: 944650**	
	26) Property remains the same, trash/debris, refuse/waste and high weeds in all yards, boarding that is done is not secure and not according to CLV specifications and broken window on N. sid of house, took pixs, CONTINUE ABATEMENT, cb 2-27	
March 05, 2010	**Insp#: 957430**	
	26 & 36) Observed that house had been completely gutted by fire. Spoke to owner's nephew across street and he called owner's son Don Prentiss and he met us at property. Don said he was meeting with Eric King of NS dept today and had contacted his contractor James regarding fire. I took pixs and told Don to contact Jim S #21 on monday and advise him of what & when house would be demoed. Called James Gray and told him to contact Jim S on monday and advise him of time secedule, cb 3-8	
March 05, 2010	**Insp#: 949586**	
	26) Observed house that had burnt two days ago, took pixs. Waited for owner's son Don Prentiss to arrive ph# 742-7507, he said is meeting with Don King today and will call Jim Shadrick #20 monday and advise, cb 3-8	
March 16, 2010	**NOTICE AND ORDER REQUEST**	
	21)forward case file and demo N&O to office staff for processing.recent fire requires this be a demo n&o	
March 16, 2010	**NOTICE AND ORDER PROCESSING**	
	printed for CHRIS KNIGHT'S SIGNATURE; RETURNED TO #21	
March 16, 2010	**DIRECTIVE**	
	21)structure now fire damaged beyond repair.20 wrote a demo report. will be sending a demo n&o	
March 16, 2010	**Insp#: 957825**	

		20] Status of the house has now changed from simply boarding it up or by pulling a permit for rehabilitation by the owner & family to demolition as the only option left for the owner. House was ravaged by an interior fire that had 15 fire trucks respond with a total of 40 fire personnel sharing various duties at the home and fire department did not clear the scene till 2:30 in the morning the next day. I have prepared a status report of the home and given to Tony Guarino so that code enforcement will start the demolition process. Owner still has the option as of today 3-16-2010 to demolish himself and absorb the demolition costs and if he is not willing nor financially able to pull it off, then the city will order it removed to the landfill and posted with a no trespassing sign as the final act and dispostion of the home before it becomes a worse Public Nuisance for the neighborhood. Call back date is set for March 30th to see where we are at in the demolition process.
March 26, 2010	**ADMINSTRATIVE**	21)forward file to office staff- demo signed by CK.
March 26, 2010	**NOTICE AND ORDER PROCESSING**	N&O DATED 3/18/2010 SIGNED BY CHRIS KNIGHT OF B/S- PER #21 OK TO MAIL W/3-18 DATE. C/B 4/6/2010
March 27, 2010	**Insp#: 961345**	20]Prepared a report & gave to Tony Guarino to start the demolition process for this fire ravaged home that occurred on March 3rd 2010 at 7:02 p.m. House was completely gutted and not salvageable according to fire report and my own site inspection of the home. 3-27-10 posted 10 day N&O on front security door, took pix, cb 3-30
April 02, 2010	**RECORDED DOCUMENT**	Ld) Recorded N&O
April 12, 2010	**Insp#: 967111**	26) Nothing done yet, building remains the same, fire damaged and open and accessiblwe. No signs of demo work started yet, cb 4-10
May 25, 2010	**DIRECTIVE**	21)OWNER ATTEMPTED TO HIRE CONTRACTOR TO DEMO HIMSELF.THIS WAS NOT ACCOMPLISHED BECAUSE OF LACK OF FUNDS.CLV WILL PROCEED WITH DEMO- THIS STRICTURE IS A HAZARD AND BLIGHT.SEE PHOTOS
June 09, 2010	**BID PREPERATION**	21)refer file to LD to send bid requests for complete demo and cleanup
June 15, 2010	**BID RECEIVED**	ed) Received Asbestos bid and forwarded to Laura to enter in Oracle for DS approval.
June 22, 2010	**EMAIL SENT OR RECEIVED**	Ld) Requisition #170195 $600 to CamAir sent to Devin for approval
June 24, 2010	**BID AWARDED TO CONTRACTOR**	Ld) Awarded asbestos survey bid to CamAir $600
July 05, 2010	**BID RECEIVED**	ed) RECORDED & SCANNED BIDS RECEIVED: 1-Lunas=$13,810; 2-Amer Demo=$11,160; 3-Baldwin =$9,990;4-Weaver=$9,525
July 12, 2010	**10 DAY NOTICE PROCESSING**	ed) Prep, scanned and sent 10-day Notice to Abate to: PRENTISS WILLIAM, 1662 NORTH G STREET, LV, NV 89106-2710
July 12, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
July 16, 2010	**10 DAY NOTICE PROCESSING**	36) 7-16 Posted 10 day before abatement. Refer to 21)

July 16, 2010	**Insp#: 973758**
	36) 7-16 Posted 10 day befoe abatement notice. Took pictures. Refer to 21). Call back 7-30
July 19, 2010	**BID AWARDED TO CONTRACTOR**
	21)FORWARD CASE FILE TO OFFICE STAFF-LIZ TO REFER TO CONTRACTOR FOR ABATEMENT
July 20, 2010	**EMAIL SENT OR RECEIVED**
	ed) Sent email to Devin for approval of Requisition #171454 ($9,525) to Weaver Construction
August 13, 2010	**PRE-ABATEMENT VIDEO**
	21)pre video and photos done in cc items file
September 15, 2010	**Insp#: 1015584**
September 23, 2010	**POST-ABATEMENT VIDEO**
	21)post video and photos done in cc items file- vid in m drive
September 23, 2010	**Insp#: 1040607**
	20]Status check to make sure all of the concrete has been removed from the home site and that the demolition equipment has been removed and that the company hired has placed the "no trespassing signs"
September 30, 2010	**CITY COUNCIL AGENDA PREP**
	21) refer file to LD to set for CC agenda

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
INSPECTION FEE	$120.00	U	11/16/2009	
$150 CIVIL PENALTY	$150.00	U	01/19/2010	
REINSPECTION FEE	$180.00	U	01/19/2010	
REINSPECTION FEE	$180.00	U	01/19/2010	
$300 CIVIL PENALTY	$300.00	U	01/19/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/13/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	02/13/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	02/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/18/2010	
ASBESTOS BID COSTS	$600.00	U	07/13/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	07/16/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/16/2010	
NUISANCE ABATEMENT FEE	$9,525.00	U	09/29/2010	
ADMINISTRATIVE	$1,428.75	U	09/29/2010	
LATE FEE	$18.00	U	01/25/2011	

Total Amount Due: **$14,541.75**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	ASBESTOS	CAMAIR	A	6/15/10
	Bid Amount:	600.00		
	Bid Award Date:	6/24/10		
	Contractor Start Date:			
	Description:	asbestos survey		
2	ASBESTOS	GCA ENVIRO	NA	6/17/10
	Bid Amount:	980.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
3	VACANT	WEAVER	NA	7/10/10
	Bid Amount:	9,525.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
3	VACANT	AMER DEMO	NA	7/10/10
	Bid Amount:	11,160.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
3	VACANT	LUNAS	NA	7/10/10
	Bid Amount:	13,810.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
3	VACANT	BALDWIN	NA	7/10/10
	Bid Amount:	9,990.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			

APN 139-22-410-038

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **WILLIAM PRENTISS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-22-410-038**
Commonly known as: **1662 G Street**
Legal Description: **BERKLEY SQUARE**
PLAT BOOK 4 PAGE 39
LOT 4 BLOCK 6

On **September 23, 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 **$14,625.75** 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 **$145,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$160,175.75** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **April 20, 2011** ordered the above charges in the amount of **$160,175.75**, 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 #81386

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 20, 2011

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

SUBJECT:
Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1005 North 21st Street in the amount up to $29,554.60. PROPERTY OWNER: HOUSEHOLD FINANCE REALTY CORP NV - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Edgar C. Smith, Esquire, attorney representing owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on November 17, 2010. The case was generated on February 16, 2010. There was one abatement conducted on this property May 20, 2010. The lien was recorded at Clark County recorder's office on November 30, 2010. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated February 10, 2011 from Edgar C. Smith, Esquire, attorney representing the owner, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: April 20, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1005 North 21st Street in the amount up to $29,554.60. PROPERTY OWNER: HOUSEHOLD FINANCE REALTY CORP NV – Ward 3 (Reese)

Today's hearing is a request from Edgar C. Smith, Esquire, attorney representing owner, to consider a request for a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on November 17, 2010. The case was generated on February 16, 2010. There was one abatement conducted on this property May 20, 2010. The lien was recorded at Clark County recorder's office on November 30, 2010. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated February 10, 2011 from Edgar C. Smith, Esquire, attorney representing the owner, requesting the civil penalties be waived.

Fees associated with the one abatement and inspections including interest total $5,004.60. To date, no payments have been made. Total owed on the case with civil penalties $29,554.60.

Request for a Waiver and/or Reduction of Civil Penalties
Application

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Services Department
Attn: Stephen Harsin, Director
400 Stewart Avenue - 2nd Floor
Las Vegas, NV 89101-2986
Voice: 702-229-2317 -- Fax: 702-229-1033

Please type and/or print
Submit only one signed original

Date of Application: 12/16/10

Location and/or address of subject property:

Nearest major intersection: Sandhill - Bonanza

Street Address: 629 Lineshack Ln 89110

Parcel Number: 140-30-410-088

Applicant's Address/Contact Information:
Name: Carlos Ramirez
(please check the following the applies)
☒ Owner ☐ Purchaser ☒ Agent ☐ Other *(explain)* _____
Street Address/PO Box: 556 Caribbean Palm Dr.
City: Las Vegas State: NV. Zip Code: 8938
Phone No: 702 768-2550 E-mail: C21.Carlos@Yahoo.com Fax No: 702-489-57-94

Property Owner's Address/Contact Information: (if different from applicant):
Name: _____
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 27,505.14 as. 2/Dec/10

Amount requested to be considered for waiving and/or reduced? $ 26,000

Signature of Applicant: Carlos Ramirez. Date: _____

Signature of Owner: Juan Ramirez Date: 12/16/10

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

I bought the property on august 27, 2010.
I used a real estate agent a title and escrow company to make a professional transaction.
I was notified by the city about this problem in November 2010.
I immediately contacted the title company; they told me that they would take care of the problem. The title company transfers the problem to their claims department, I have called the claim department, and they keep telling me that they would take care of the problem.
I do not trust the title company, so I borrow money from my family and I am in the position to pay the amount of money the city already expended on the property but, I am in no financial position to pay the penalty. I am a enlisted service man with the air force station in Maryland for this reason I am asking my Father Carlos Ramirez to delivered this letters to you, please speak to him in all regard on this matter since is no easy contacting me. He was also my realtor on this transaction.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

The property is in good conditions. Since I took possession of the property, I have done only good things for it. We (my father is helping) have painted inside and outside, replace the broken glass windows, put new carpet and fixed all the problems with the property. Now the property is functional and occupied.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

We already did the improvements; the property is functional and occupied.

1005 N 21ST STREET
CROSS STREETS - EASTERN//WASHINGTON

City of Las Vegas Vicinity Map

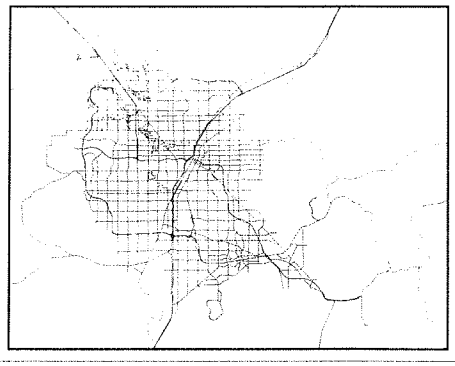
N

0 170 340 680 Feet

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only

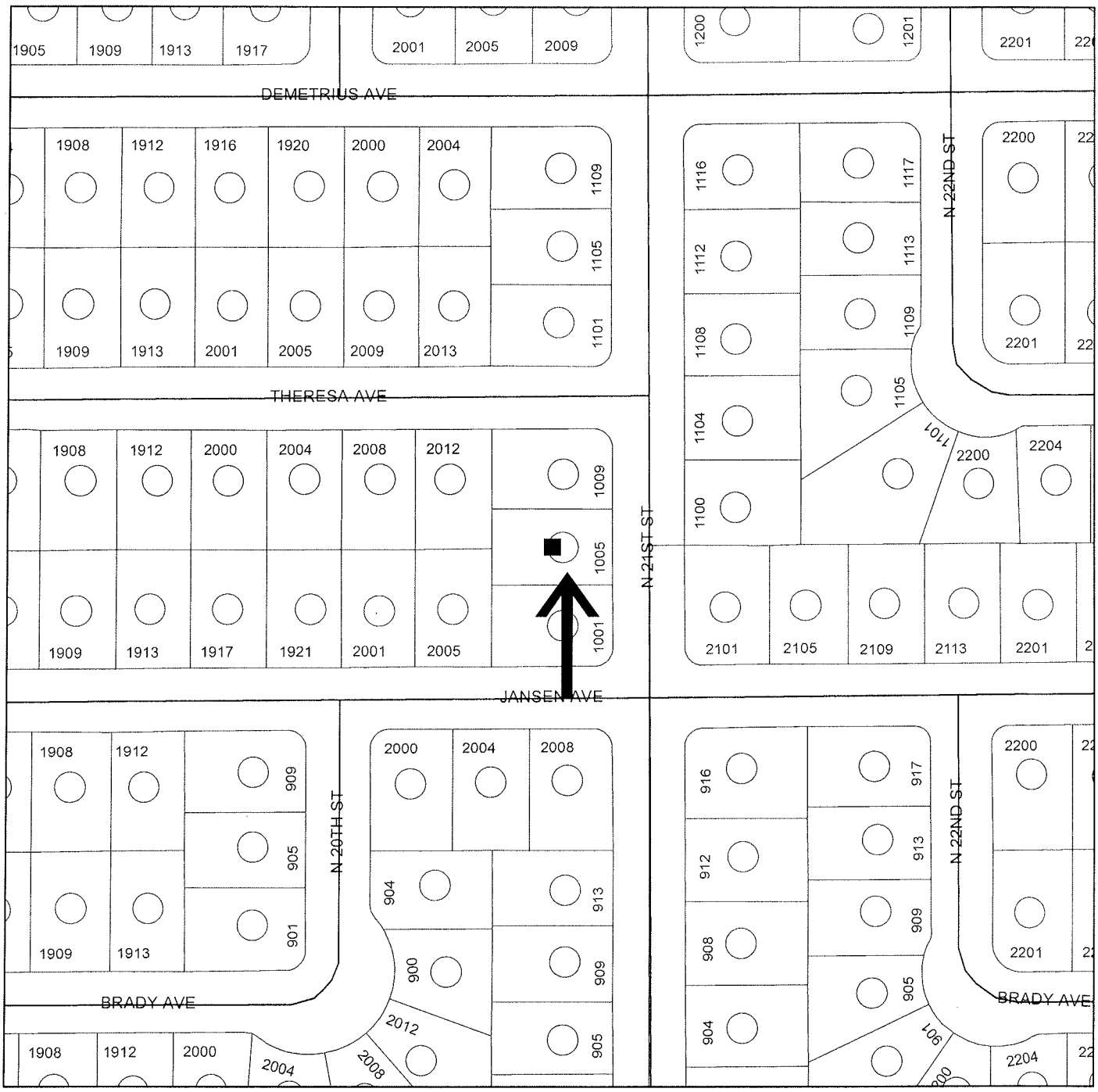
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS NEVADA



1005 N 21ST STREET
CROSS STREETS - EASTERN//WASHINGTON

City of Las Vegas Vicinity Map



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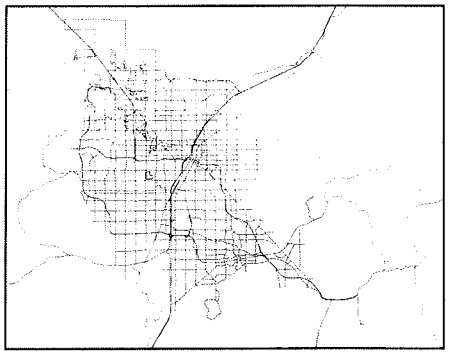
0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Financial Overview:

Total Amount Assessed:	$29,535.25	*Council date November 17, 2010*
Amounts Paid:	-$0.00	
Total Balance owed:	$29,535.25	
Amount Requested to be waived:	$24,550.00	

FINANCIAL BREAKDOWN:

ABATEMENT FEES	$1,055.00	
Subcontractor Expenses:	$0.00	
Admin Fees (15%):	$158.25	
Inspection Fees:	$1,200.00	
Late Fees:	$120.00	
Penalties per failed inspection:	$2,450.00	
Sub-total	$4,983.25	Staff recommends that none of the abatement fees be waived
Daily Civil Penalties:	$24,550.00	
Interest accrued	$21.35	Calculated by Finance and Business Services
GRAND TOTAL related to this case	$29,554.60	
Payments	-$0.00	
BALANCE DUE (w/ daily civil penalties)	**$29,554.60**	
Remaining Abatement Fees Due	$5,004.60	
Remaining Daily Civil Penalties Due	$24,550.00	

Waiver Option:

Daily Civil Penalties	**$0.00**
Outstanding Balance:	**$29,554.60**

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 HEARINGS

APRIL 20, 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 20, 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 waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Neighborhood Services for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1005 North 21st Street - Case #86561**. The Director of Neighborhood Services certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$29,554.60** were imposed. Owner of record: **HOUSEHOLD FINANCE REALTY CORP NV – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may release the lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 20, 2011

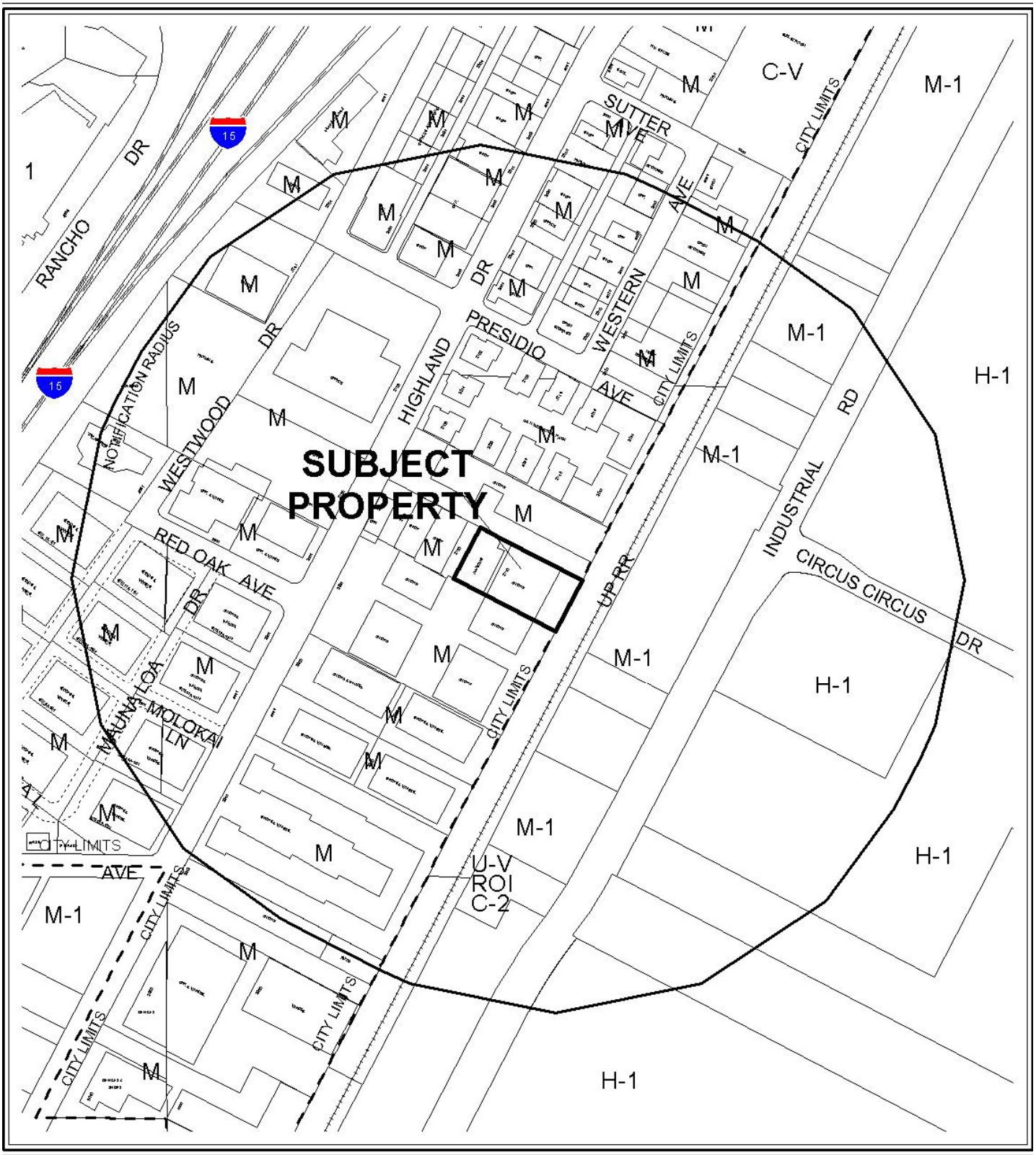
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40375 – ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: GAETANO D'AGUINO - Request for a Variance TO ALLOW EIGHT PARKING SPACES WHERE 48 ARE REQUIRED on 1.03 acres at 2700 and 2770 Highland Drive (APNs 162-09-202-003 and 004), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-40375, VAR-40543 and SDR-40374
2. Conditions and Staff Report - VAR-40375, VAR-40543 and SDR-40374
3. Supporting Documentation
4. Photos - VAR-40375, VAR-40543 and SDR-40374
5. Justification Letters - VAR-40375, VAR-40543 and SDR-40374
6. Protest/Support Postcards
7. Support Postcard for VAR-40375, VAR-40543 and SDR-40374
8. Backup referenced from the February 8, 2011 Planning Commission Meeting Items VAR-40375 and VAR-40543



CASE: **VAR-40375; VAR-40543 AND SDR-40374**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

0 300 600 Feet

CASE: VAR-40375; VAR-40543 AND SDR-40374

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 20, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GAETANO D'AQUINO

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-40375	Staff recommends DENIAL, if approved subject to conditions:	
VAR-40543	Staff recommends DENIAL, if approved subject to conditions:	VAR-40375
SDR-40374	Staff recommends DENIAL, if approved subject to conditions:	VAR-40374 VAR-40543

** CONDITIONS **

VAR-40375 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-40543) and Site Development Plan Review (SDR-40374) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

YK

VAR-40543 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-40375) and Site Development Plan Review (SDR-40374) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-40374 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-40375) and Variance (VAR-40543) 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 new construction. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 12/21/10, except as amended by conditions herein.

4. A Waiver from Title 19.12 is hereby approved, to allow no perimeter landscape buffer where eight-feet is required.

5. An Exception from Title 19.10 is hereby approved, to allow no interior landscape islands where one landscape island for every six parking spaces is required.

6. An Exception from Title 19.12 is hereby approved, to allow no perimeter trees where 30 perimeter trees are required and no shrubs where 120 five-gallon shrubs are required.

7. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

9. 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.

10. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

11. All trash enclosures shall be walled, with gates and a roof or trellis in conformance to Title 19.08.

12. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

13. 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.

14. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

15. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Provide proof of legal access to this site prior to the issuance of permits.

18. 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, 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 project will convert a currently vacant Warehouse/Distribution Center into a Wholesale Showroom Facility for an Italian Wine Import business. The building will be completely remodeled and include the addition of a 1,900 square-foot enclosed loading dock on the east side of the building and a 1,375 square-foot enclosed loading dock on the west side of the building. These additions will require a Variance to allow a zero-foot setback where 10 feet are required and a Variance to allow eight parking spaces where 48 are required. In addition, the applicant is requesting a Waiver to allow zero landscape buffers where eight-foot wide buffers are required and Exceptions to allow zero perimeter trees, shrubs and zero landscape parking lot islands.

The roof will be modified to allow for invited clients to congregate for wine-tasting events throughout the year. The applicant states that these events will not be open to the public. The building will be designed so that the applicant will have the option to lease out half of the space at a later date. This desire is the primary factor for the two separate loading docks; however, the addition of the east loading dock eliminates all parking for that tenant, as all parking provided on the site is located on the west side of the building.

Staff is recommending denial of all requests. The Site Plan could be modified to eliminate the east loading dock and install additional parking so the Variance would not be as severe as currently proposed. If these applications are denied, the project would have to be redesigned to adhere to current Title 19 code standards.

ISSUES

- A Variance is required to allow eight parking spaces where 48 are required;
- A Variance is required to allow a zero-foot front and side yard setback where ten-foot setbacks are required;
- A Waiver is required to allow a zero-foot landscape buffer where an eight-foot landscape buffer is required; and
- Exceptions are required to allow for no landscape parking lot islands where one is required for every six parking spaces and to allow no perimeter landscape trees or shrubs.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/17/06	City Council approved a General Plan Amendment (GPA-9219) to change the Future Land Use designation to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and staff recommended approval.
02/08/11	The Planning Commission vote resulted in a TIE [(3-3-1/gf/bg/rt (yes)/se, tg, tm (no) with vq (abstaining)] which is tantamount to NO RECOMMENDATION for companion items VAR-40375, VAR-40543 & SDR-40374 (PC Agenda Items 17-19/yk).
03/16/11	The City Council voted to hold companion items VAR-40375, VAR-40543 and SDR-40374 in abeyanec to the April 20, 2011 City Council meeting.

Most Recent Change of Ownership	
10/16/09	A deed was recorded for a change in ownership for both parcels.

Related Building Permits/Business Licenses
No building permits or business licenses are on file for these parcels.

Pre-Application Meeting	
11/03/10	Staff reviewed the requirements for a Site Development Plan Review and Variance applications for the proposed project. It was noted that two Variances would be required, one for parking and one for reduced setbacks. It was also noted that Waivers of the landscape buffers and Exceptions for the parking lot landscape islands and the number of perimeter trees would also be required. Staff informed the applicant that the parcels would need to be remapped into one parcel prior to any permits being issued.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/13/11	Staff found a vacant one-story warehouse on a clean, graffiti-free property. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	1.03

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Warehouse/Retail	LI/R (Light Industrial/Research)	M (Industrial)
North	Retail	LI/R (Light Industrial/Research)	M (Industrial)
South	Retail	LI/R (Light Industrial/Research)	M (Industrial)
East	Union Pacific Railroad Right-of-Way	Union Pacific Railroad Right-of-Way	Union Pacific Railroad Right-of-Way
West	Retail	LI/R (Light Industrial/Research)	M (Industrial)

Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
A-O (Airport Overlay) District 175-feet	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	150 Feet	Y
Min. Setbacks			
• Front	10 Feet	1 Foot	N
• Side	10 Feet	0 Feet	N
• Corner	N/A	N/A	N/A
• Rear	0 Feet	0 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Y	Y
Mech. Equipment	Screened	Y	Y

YK

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	10 Trees	0 Trees	N
• South	1 Tree / 30 Linear Feet	10 Trees	0 Trees	N
• East	1 Tree / 30 Linear Feet	5 Trees	0 Trees	N
• West	1 Tree / 30 Linear Feet	5 Trees	0 Trees	N
TOTAL PERIMETER TREES		**30 Trees**	**0 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	3 Trees	4 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N
• South	8 Feet		0 Feet	N
• East	8 Feet		0 Feet	N
• West	8 Feet		0 Feet	N
Wall Height	6 to 8 Feet Adjacent to Residential		N/A	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Street Width (Feet)***	***Compliance with Street Section***
Highland Avenue	Secondary Collector	Master Plan of Streets and Highways	80	Y

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Wholesale Showroom Facility	17,776 S.F. (Sales/ Display)	1 space per 500 S.F.	36				
	27,622 S. F. (Warehouse/ Storage)	1 space per 2,500 S.F.	12				
TOTAL SPACES REQUIRED			48		8		

YK

Regular and Handicap Spaces Required			46	2	6	2	N
Loading Spaces	45,398 S.F.	3 for 30,000 to 50,000 S.F.	3		6		Y
Percent Deviation			83%				

Waivers		
Requirement	***Request***	***Staff Recommendation***
An eight foot wide landscape buffer is required.	To have a zero foot wide landscape buffer.	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Thirty perimeter trees and 120 five-gallon shrubs are required.	To allow zero perimeter trees and shrubs.	Denial
One landscaped island for every six parking spaces for a total of two.	To allow no landscaped islands.	Denial

ANALYSIS

The applicant is proposing to convert an existing Warehouse into a Wholesale Showroom Facility, and add approximately 23,154 square feet of floor area to the site. This additional floor area will be utilized for private parties to showcase the applicant's wines for vendors, and as loading docks. The increase in floor area will result in both an increase in the number of parking spaces required, as well as a reduction in the number of parking spaces provided, leaving only eight parking spaces on the site where 48 are required. Enclosed loading docks will be added to the east and west sides of the building to allow for two tenant spaces within the building. These loading docks will extend from the existing building along the lot line, within the required 10-foot building setback area. The addition of the loading docks limits parking to the west side only, with no parking provided for a future tenant on the east side.

As part of the request for a Site Development Plan Review, Waivers are required to allow no perimeter landscape buffers where eight feet is required. Exceptions are also required to allow no perimeter trees or shrubs where 30 trees and 120 five-gallon shrubs are required, and to allow no parking lot landscape islands where two are required. Staff is recommending denial of all requests as the applicant is proposing to overbuild the site, as is evidenced by the requested Variances, Waivers and Exceptions, and has provided no evidence of unique or extraordinary circumstances pursuant to Title 19.18.070(L) that would substantiate the Variance requests. Alternative design or a reduction in the scope of the project would allow conformance to the requirements of Title 19.

FINDINGS (VAR-40375)

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 eliminating parking spaces to expand the loading dock areas. Alternative design of the site could eliminate the need for a Variance. In view of this condition, it is concluded that the applicant's hardship is preferential in nature, and it is thereby not within the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-40543)

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 over build the site. Alternative design of the site or a reduction in the scope of the project would allow conformance to Title 19 requirements. 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-40374)

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 warehouse showroom is similar to other buildings in the area. It is located adjacent to a railroad right-of-way, where the development will have no effect on existing 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 General Plan designation for the site is LI/R (Light Industrial/Research). The existing site has a Warehouse use and is located within an M (Industrial) zoning district, where such uses are permitted. The proposal doesn't meet Title 19 development standards, as several Variances, Waivers and Exceptions are needed.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Since the proposed site is an interior parcel, access and circulation will not affect adjacent roadways or neighborhood traffic.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The use of non-contrasting material for the perimeter wall is appropriate for this area, as it is interior to the site and not visible from public rights-of-way.

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 new façade of the building will have an Italian Villa appearance and will be a marked improvement to the existing façade and have an overall positive effect on the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed structures and fencing will be subject to inspection and will therefore not compromise the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 54 (By City Clerk)

APPROVALS 3

PROTESTS 2

YK

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40375** APN: 162-09-2002003 and 004

Name of Property Owner: Gaetano D'Aquino

Name of Applicant: Gaetano D'Aquino

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: [signature]

Print Name: GAETANO D'AQUINO

Subscribed and sworn before me

This 29 day of NOVEMBER, 20 10

[signature]

Notary Public in and for said County and State

CESAR VINAS
Commission # 1812431
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2012

RECEIVED
DEC 03 2010
City of Las Vegas

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Warehouse Remodel

Project Address (Location) 2770 Highland Ave.

Project Name Warehouse Remodel **Proposed Use** Warehouse

Assessor's Parcel #(s) APN# 162-09-202-004 162-09-202-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Upgrade exterior elevation design, increase building height, add loading docks

PROPERTY OWNER Gaetano D'Aquino **Contact** Fabrigio Pena

Address 1850 Business Center Drive **Phone:** _____ **Fax:** _____

City Duarte **State** CA **Zip** 91010

E-mail Address wine@daquino.com

APPLICANT Gaetano D'Aquino **Contact** Fabrigio Pena

Address 1850 Business Center Drive **Phone:** _____ **Fax:** _____

City Duarte **State** CA **Zip** _____

E-mail Address wine@daquino.com

REPRESENTATIVE ARON PHADNIS **Contact** _____

Address 67 CLEARWOOD AVE **Phone:** 714-734-8810 **Fax:** 714-734-8820

City DUARTE **State** CA **Zip** 91010

E-mail Address LTI@LTIINC.ORG

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name GAETANO D'AQUINO

Subscribed and sworn before me

This 29 day of NOVEMBER, 2010.

_____

Notary Public in and for said County and State

CESAR VINAS
Commission # 1812431
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2012

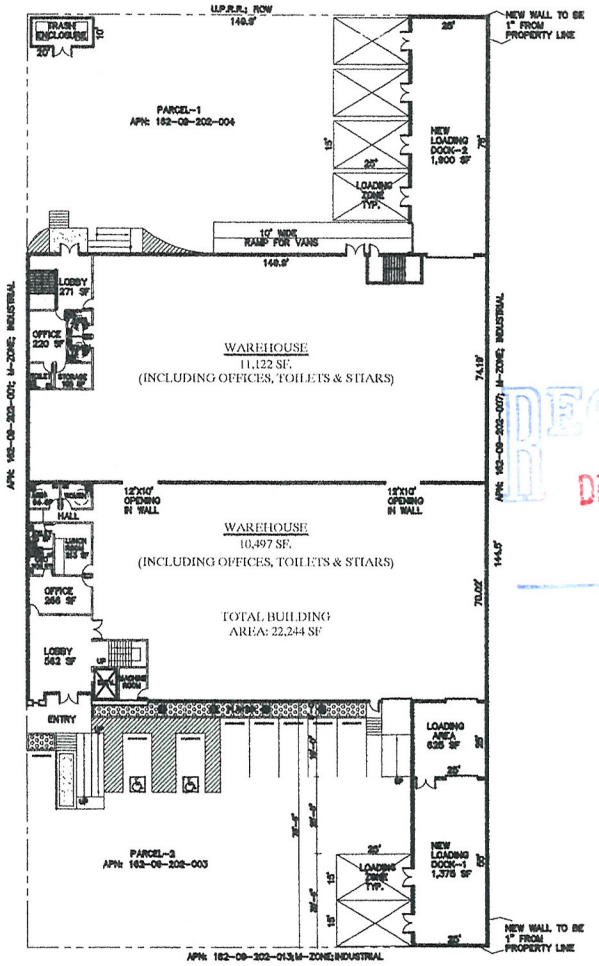
FOR DEPARTMENT USE ONLY

Case #	VAR-40375
Meeting Date:	~~1-11-11~~ 1-25-11
Total Fee:	830
Date Received:*	12-3-10
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.

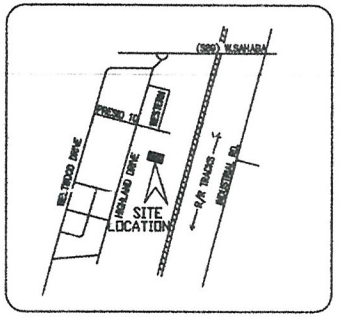
Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



PROPOSED SITE PLAN

SCALE 1/16" = 1'-0"



VICINITY MAP

SITE:

PARCEL 1: APN 162-09-202-004 (2770 HIGHLAND) 33,368 SF. 0.77 ACRES
PARCEL 2: APN 162-09-202-003 (2700 HIGHLAND) 12,041 SF. 0.28 ACRES
TOTAL SITE AREA: 45,409 SF.

BUILDING AREA; ANALYSIS/PARKING DEMAND CALCULATIONS

EXISTING WAREHOUSE= 22,244 SF.

PROPOSED ADDITIONS:

1) NEW LOADING DOCKS ON EAST & WEST SIDE= 3,275 SF

2) 2ND FLOOR STORAGE & OFFICES = 653 SF

3) ROOF LEVEL: SECURITY GUARD STATION, STORAGE, LUNCHROOM & TOILETS= 1,450 SF

4) ROOF LEVEL DISPLAY AREA (INSIDE THE BUILDING)= 1,674 SF

5) TERRACE FOR WINE TASTING PARTIES= 16,102 SF

TOTAL USABLE AREA= 45,398 SF.

PARKING SUMMARY:

1) WAREHOUSE AREA INCLUDING NEW LOADING DOCKS, OFFICES, STORAGE, TOILETS, LUNCHROOM, SECURITY GUARD STATION, ETC= 27,622 SF/ 2500= 11 CARS

2) DISPLAY AREA (16,102+1,674) = 17,776 SF/ 500= 36 CARS

TOTAL CARS REQUIRED: 47 CARS

TOTAL CARS PROVIDED : 8 CARS

LEGEND:

LOADING ZONE 15'X25' TYP.

2"-DG. WITH/ 5 GALLON SHRUBS @ 5'-0" O.C WITH AUTOMATIC IRRIGATION SYSTEM WITH BACKFLOW PREVENTOR FROM DOMESTIC WATER LINE

4-QUEEN PALMS WITH 8' TRUNK HEIGHT

RECEIVED
DEC 2 1 2010

VAR-40375
VAR-40543
SDR-40374

NO.	DATE
1	11/30/2010
2	12/15/2010

I. T. I. Inc.
CONSTRUCTION MANAGEMENT
2202 CHANNING RD. SUITE #103
TORRANCE, CA. 90501
NEVADA LICENSE # 0049
TEL (714) 734-8860 FAX (714) 734-8880
EMAIL ITIINC@AOL.COM

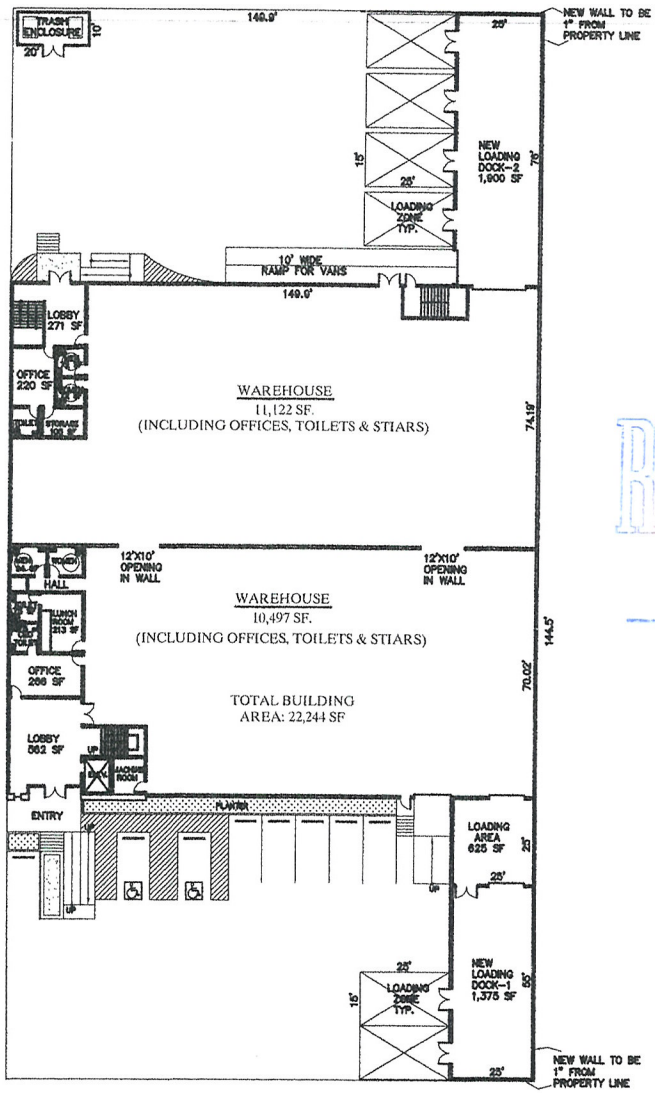
WAREHOUSE REMODEL & TENANT IMPROVEMENT
2770 HIGHLAND DRIVE
LAS VEGAS, NEVADA 89109

CONCEPT SITE PLAN

MR. GAETANO DAQUINO
5470 WYN ROAD #300, LAS VEGAS, NV. 89103
TEL. (626) 355-1588

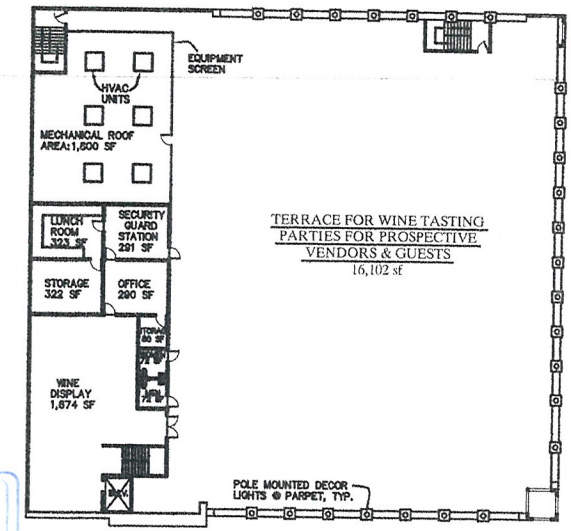
DRAWN
CHECKED AP
DATE 10/5/10
SCALE
JOB NO. 10-102
FILE NAME
DRAWING 1
OF SHEETS
PLOT DATE

DO NOT SCALE THIS DRAWING

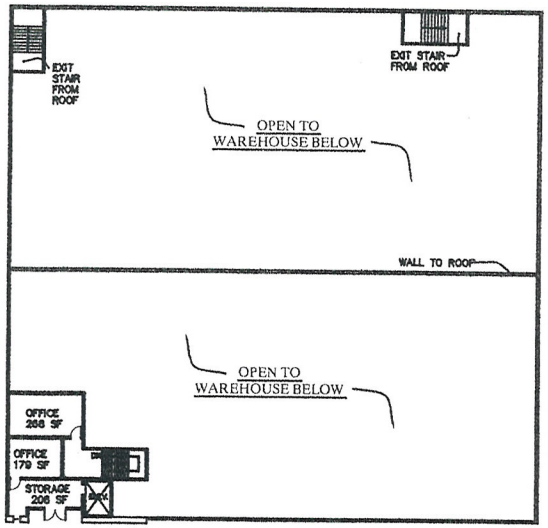


PROPOSED FIRST FLOOR PLAN
SCALE 1/16" = 1'-0"

RECEIVED
DEC 2 1 2010



ROOF PLAN
SCALE 1/16" = 1'-0"



SECOND FLOOR PLAN
SCALE 1/16" = 1'-0"

REVISION
11/16/2010 CITY CHANGES
12/15/2010

L. T. I., Inc.
CONSTRUCTION MANAGEMENT
2770 HIGHLAND DR. SUITE #100
TUSTIN, CA. 92782
SUREN A. MOOSAKHAN
NEVADA LICENSE # 5489
TEL: (714) 734-8810 FAX: (714) 734-8820
EMAIL: LTIINC@AOL.COM

STAMP

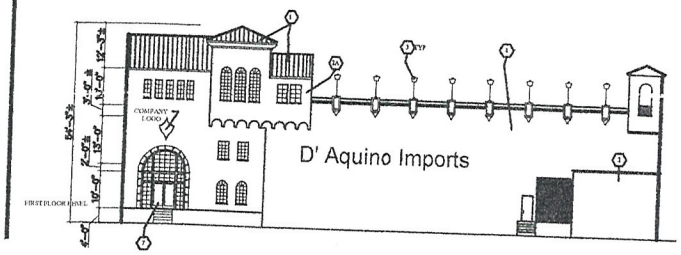
WAREHOUSE REMODEL & TENANT IMPROVEMENT
2770 HIGHLAND DRIVE
LAS VEGAS, NEVADA 89109

CONCEPT FLOOR PLANS

MR. GAETANO DAQUINO
5470 WYN ROAD #300, LAS VEGAS, NV. 89103
TEL. (626) 355-1988

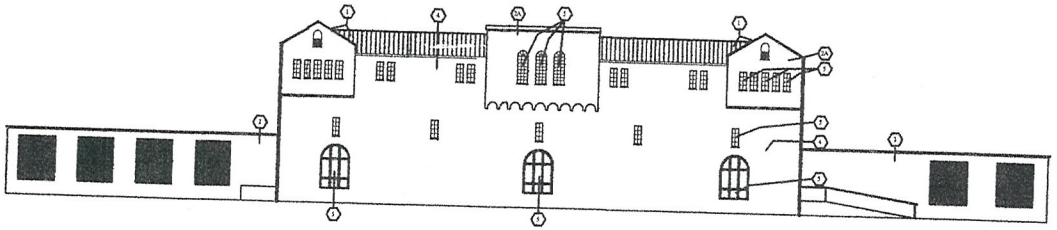
DRAWN
CHECKED AP
DATE 10-05-2010
SCALE AS SHOWN
JOB NO. 10-105
FILE NAME
DRAWING 2

VAR-40375
VAR-40543
SDR-40374



WEST ELEVATION (FRONT)

SCALE 1/16" = 1'-0"



NORTH ELEVATION (SIDE)

SCALE 1/16" = 1'-0"

SIGNAGE INFORMATION:

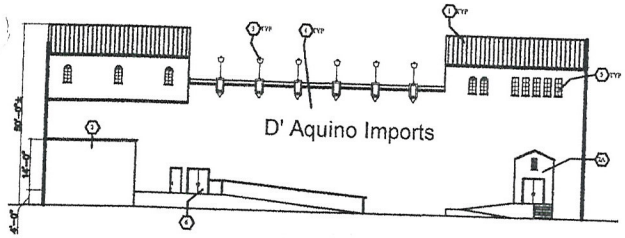
COMPANY LOGO: 6'-2" HIGH, 4'-3" WIDE- INTERNALLY ILLUMINATED

UPPER CASE LETTER: 4'-6" HIGH- INTERNALLY ILLUMINATED
LOWER CASE LETTER: 3'-4" HIGH- INTERNALLY ILLUMINATED

EXTERIOR COLOR/ MATERIAL SCHEDULE:

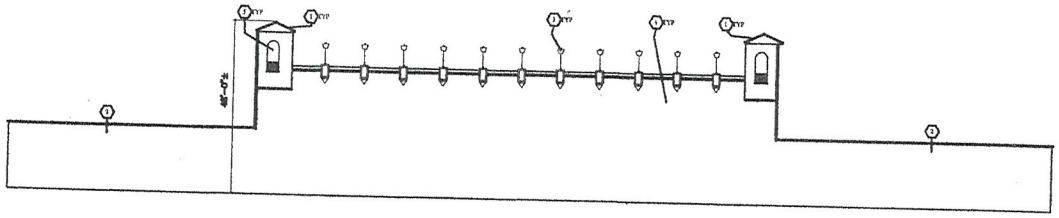
1. CONCRETE TILE ROOF
   DUNN EDWARDS: DE5251-SPICE CAKE
   OR MATCH WITH CONCRETE TILE COLORS
2. STUCCO, PAINTED
   DUNN EDWARDS: DE5239-DELIGHTFUL PEACH
2A. STUCCO, PAINTED
   DUNN EDWARDS: DE5241-SICILIAN VILLA
3. POLE MOUNTED LIGHT FIXTURES @ PARAPET.
4. CONCRETE BLOCK WALLS WITH STUCCO FINISH, PAINTED.
   DUNN EDWARDS: DE5239-DELIGHTFUL PEACH
5. PAINTED WINDOW TREATMENT OR REAL WINDOWS,
   WHERE SHOWN ON CONSTRUCTION DWGS.
   DUNN EDWARDS: DE5384-SHRUBBERY
6. PAINT ALL DOORS & FRAMES.
   COLOR TO MATCH ADJACENT WALL COLORS.
7. DARK BRONZE ALUMINIUM WITH CLEAR GLASS.

RECEIVED
DEC 2 1 2010



EAST ELEVATION (REAR)

SCALE 1/16" = 1'-0"



SOUTH ELEVATION (SIDE)

SCALE 1/16" = 1'-0"

VAR-40375
VAR-40543
SDR-40374

REVISION
11/30/2010
12/15/2010

L.T.I., Inc.
CONSTRUCTION MANAGEMENT
2770 HIGHLAND DRIVE, SUITE #100
TUSTIN, CA 92782
SURESH A. KODUVAYUR
NEVADA LICENSE # 5488
TEL: (714) 734-6810 FAX: (714) 734-6820
EMAIL: LTIINC@AOL.COM

WAREHOUSE REMODEL & TENANT IMPROVEMENT
2770 HIGHLAND DRIVE
LAS VEGAS, NEVADA 89109

CONCEPT EXTERIOR ELEVATIONS

MR. GAETANO DAQUINO
5470 WYN ROAD #300, LAS VEGAS, NV. 89103
TEL: (626) 359-1938

DRAWN	
CHECKED	AP
DATE	10-06-2010
SCALE	AS SHOWN
JOB NO.	10-108
FILE NAME	
DRAWING	3

VAR-40375, VAR-40543 AND SDR-40374 - APPLICANT/OWNER: GAETANO D'AGUINO
2700 AND 2770 HIGHLAND DRIVE

01/13/11

VAR-40375, VAR-40543 AND SDR-40374 - APPLICANT/OWNER: GAETANO D'AGUINO
2700 AND 2770 HIGHLAND DRIVE

01/13/11

VAR-40375, VAR-40543 AND SDR-40374 - APPLICANT/OWNER: GAETANO D'AGUINO
2700 AND 2770 HIGHLAND DRIVE

01/13/11

VAR-40375, VAR-40543 AND SDR-40374 - APPLICANT/OWNER: GAETANO D'AGUINO
2700 AND 2770 HIGHLAND DRIVE

01/13/11

D'Aquino Italian Importing Co., Inc.

1850 Business Center Drive, Duarte, California 91010 USA
Phone (626) 359-1988 Fax (626) 358-6387
www.daquino.com email: wine@daquino.com

Scope of Work will include the remodel of the existing 22,244 sq.ft. warehouse building with creating second floor and roof level rooms and wine tasting roof area.

We are also proposing to add two enclosed loading docks, 1900 sq.ft on east side and 1,375 sq.ft. on the west side of the existing building.

The total square footage with all additions will increase the buidling's "usable area" from 22,244 SF to 45,398 SF.

We are requesting two variances:

1: Parking: We are requesting approval of 8 parking spaces as shown on site plan instead of 47 parking spaces as required by code. We will not need all the parking that would be needed per planning regulations and the parking provided will suffice for our daily operation. The majority of the code required stalls are required due to the roof level wine tasting area. These events are infrequent and will be held during times when the other industrial park businesses are closed.

2: We are requesting a Side (south P.L.) Setback Variance from 10 feet to 0 Foot for the two proposed loading docks. The loading dock additions will match the setback of the existing building to avoid an unsafe condition that would otherwise be created by providing the 10 feet open space behind our new loading docks. We are also requesting a Front (west P.L.) setback Variance from 10 feet to 0 foot for the proposed western loading dock addition. The longer lengths of the loading docks will allow the required Parking backup spaces required for the cars and allow adequate turning areas for the trucks.

Lastly, we are requesting a waiver of the required on-site landscaping regulations of Title 19. Currently there is no landscaping on the property. The subject site is "land locked" and not visible from the street; however, we are still proposing to add two planter areas on the front(west) side of the building with decomposed granite, shrubs and palm trees, but will be unable to add the additional perimeter and parking lot landscaping due to existing site conditions.

Please consider approval of this application as we have made every effort to ensure this project will be a positive addition to the community.

Sincerely,

Gaetano D'Aquino

D'Aquino Italian Importing Co.

VAR-40375
VAR-40543
SDR-40374

185 Via Del Serafico, 00142 Roma, Italy
Tel: 06-504-3331 Fax: 06-519-1743

D'Aquino Exportaciones E Importaciones SA DE CV
DAE9407189M5

D'Aquino Italian Importing Co., Inc.

1850 Business Center Drive, Duarte, California 91010 USA
Phone (626) 359-1988 Fax (626) 358-6387
www.daquino.com email: wine@daquino.com

December 16, 2010

City of Las Vegas

Planning and Development Department

731 S. 4th Street,

Las Vegas, NV 89101

Re: Letter of Justification for remodel and addition to the

Existing warehouse located at

2770 S. Highland Drive, Las Vegas, NV 89109.

APN ns: 162-09-202-003 and 162-202-004.

DEC 2 1 2010

To Whom It May Concern:

The existing warehouse building is currently vacant and has a low barrel roof. In order to store the wine pallets, three stacks high, we are proposing to raise the building height from 13 feet to 25 feet clear inside by increasing the height of the exterior walls and installing a new flat roof.

The exterior appearance of the building will be upgraded to the Italian winery style design elements and Color scheme to compliment the proposed design upgrade.

The new roof level will have "wine tasting "area for our vendors and wholesale customers to sample the product prior to purchase. These events will be attended by invitation only and not open to retail customers.

VAR-40375
VAR-40543
SDR-40374

185 Via Del Serafico, 00142 Roma, Italy
Tel: 06-504-3331 Fax: 06-519-1743

D'Aquino Exportaciones E Importaciones SA DE CV
DAE9407189M5

U S A I T A L Y C A N A D A M E X I C O

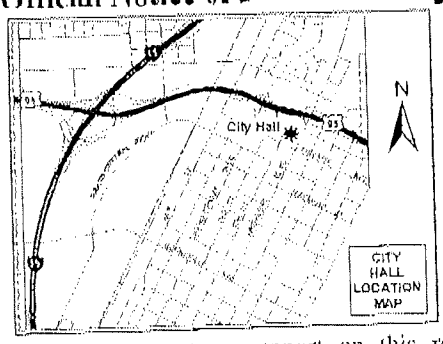
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTE FIRST CLA
02 1M $ 00.41⁴
0004279218 MAR 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing

RECEIVED
CITY CLERK
2011 MAR -7 P 2:51



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-40375, VAR-40543 & SDR-40374

City Council Meeting of 3/16/2011

N Y P CORPORATION
6120 S TORREY PINES
LAS VEGAS NV 89118-3209

APN#16209202001

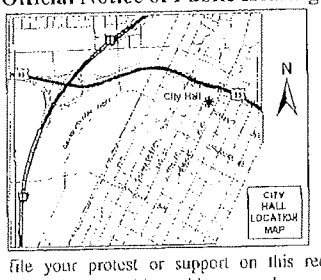
Mar-06-11 08:37am From-A&B Printing +7027812724 T-282 P.001/001 F-328

CITY CLERK

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

2011 MAR -7 A 7:01

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40375, VAR-40543 & SDR-40374
City Council Meeting of 3/16/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
02 1M $ 00.41⁴
0004279218 MAR 03 2011
MAILED FROM ZIP CODE 89101

POSITIVE SPACE INC
%B ALLEN PHOTOGRAPHY
18 STAR BROOK AVE
HENDERSON NV 89052-6628

APN#162092020l0

38 LRDFN11 89052

03/06/2011 SUN 07 35 [TX/RX NO 9022] 001

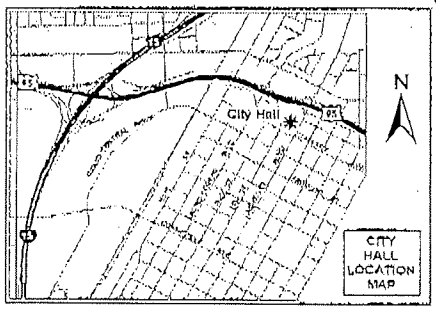
City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

CITY CLERK
2011 MAR -8 A 9:25

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 03 2011
MAILED FROM ZIPCODE 89101

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40375, VAR-40543 & SDR-40374
City Council Meeting of 3/16/2011

KHAZAI SHAHRIAR & ISABELA
P O BOX 25879
LOS ANGELES CA 90025-0879

APN#16209202008

90025 LADFN11

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

PLANNING COMMISSION MEETING of February 8, 2011

PHOTOGRAPHS/PAMPHLET Submitted by ARUN (RON) PMADNIS as BACKUP for ITEMS 17-19 FILED WITHIN MINUTES BINDER

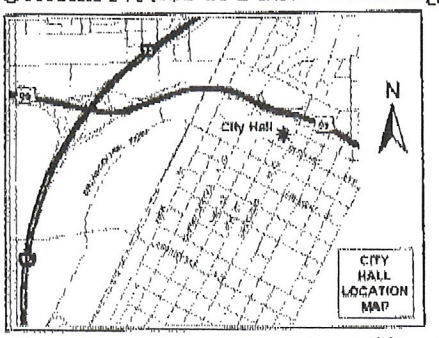
City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN 27 2011
MAILED FROM ZIP CODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40375 & VAR-40543

Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 2 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40375

16209202001
N Y P CORPORATION
6120 S TORREY PINES
LAS VEGAS NV 89118-3209

17 KRDFN11 89118

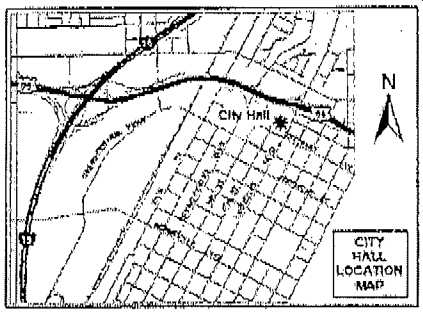
17-18 P

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 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-40375 & VAR-40543
Planning Commission Meeting of 2/8/2011

Case: VAR-40375
16209202008
KHAZAI SHAHRIAR & ISABELA
%IMPERIOAL DESIGN
14100 KINGSLEY DR
GARDENA CA 90249-3018

116 KRDFN11 90249

FAXED

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-40543 – ABEYANCE ITEM - VARIANCE RELATED TO VAR-40375 - PUBLIC HEARING - APPLICANT/OWNER: GAETANO D"AGUINO - Request for a Variance TO ALLOW A ZERO-FOOT FRONT AND SIDE YARD SETBACK WHERE TEN FEET IS REQUIRED on 1.03 acres at 2700 and 2770 Highland Drive (APNs 162-09-202-003 and 004), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest/Support Postcards

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT DEPARTMENT

RECEIVED
DEC 2 1 2010

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40543** APN: 162-09-202-013

Name of Property Owner: GAETANO D'AQUINO

Name of Applicant: GAETANO D'AQUINO

Name of Representative: ARUN P. PHADNIS

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: GAETANO D'AQUINO

Subscribed and sworn before me

This 14 day of DECEMBER, 2010

_____

Notary Public in and for said County and State

CESAR VINAS
Commission # 1812431
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2012

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

DEC 2 1 2010

Application/Petition For: SETBACK VARIANCE

Project Address (Location) 2770 HIGHLAND DRIVE, LAS VEGAS

Project Name WINE WAREHOUSE **Proposed Use** WAREHOUSE

Assessor's Parcel #(s) 162-09-202-004 / ~~162-09-202-003~~ **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage 22,224 1ST FLR **Floor Area Ratio** _____

Gross Acres 1.05 ACRES **Lots/~~Units~~** 2 **Density** _____

Additional Information upgrade & Existing Warehouse

PROPERTY OWNER: Gaetano D'Aquino **Contact** Fabrizio Penna

Address 1850 Business Center Drive **Phone:** (626) 359-1988 **Fax:** (626) 358-6387

City Duarte, CA. **State** CA. **Zip** 91010

E-mail Address Wine@daquino.com

APPLICANT Gaetano D'Aquino **Contact** Fabrizio Penna

Address 1850 Business Center Drive **Phone:** (626) 359-1988 **Fax:** (626) 358-6387

City Duarte **State** Ca **Zip** 91010

E-mail Address wine@daquino.com

REPRESENTATIVE: Arun Phadnis **Contact** ARUN (CRON) Phadnis

Address 67 Cedarwood Avenue **Phone:** (714) 734-8810 **Fax:** —

City Duarte **State** Ca **Zip** 91010

E-mail Address lti@ltiinc.org

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name GAETANO D'AQUINO

Subscribed and sworn before me

This 15 day of DECEMBER, 20 10.

_____

Notary Public in and for said County and State

CESAR VINAS
Commission # 1812431
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2012

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	VAR-40543
Meeting Date:	2/8/11
Total Fee:	$830.—
Date Received:*	12.21.10
Received By:	JPA

*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

Please refer to VAR-40375 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 20, 2011

DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-40374 – ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-40375 AND VAR-40543 - PUBLIC HEARING - APPLICANT/OWNER: GAETANO D'AGUINO - Request for a Site Development Plan Review TO CONVERT AN EXISTING WAREHOUSE INTO A 45,398 SQUARE-FOOT WHOLESALE SHOWROOM FACILITY WITH A WAIVER TO ALLOW NO PERIMETER LANDSCAPE BUFFER WHERE EIGHT FEET IS REQUIRED on 1.03 acres at 2700 and 2770 Highland Drive (APNs 162-09-202-003 and 004), M (Industrial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**1**
City Council Meeting	**1**	**City Council Meeting**	**2**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (3-3-1 vote) has NO RECOMMENDATION.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest/Support Postcards
4. Backup referenced from the February 8, 2011 Planning Commission Meeting Item SDR-40374

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-40374** APN: 162-09-2002 003 and 004

Name of Property Owner: Gaetano D'Aquino

Name of Applicant: Gaetano D' Aquino

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: GAETANO D'AQUINO

Subscribed and sworn before me

This 29 day of NOVEMBER 20 10

_____

Notary Public in and for said County and State

RECEIVED
DEC 03 2010
City of Las Vegas

CESAR VINAS
Commission # 1812431
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2012

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

DEVELOPMENT SERVICES CENTER

APPLICATION / PETITION FORM

Application/Petition For: Warehouse Remodel

Project Address (Location) 2770 Highland Avenue,

Project Name Warehouse Remodel **Proposed Use** Warehouse

Assessor's Parcel #(s) APN # 162-09-202-004 / 162-09-202-003 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Upgrade exterior elevation design, increase building height, add loading docks.

PROPERTY OWNER Gaetano D'aquino **Contact** Fabrigio Pena

Address 1850 Business Center Drive **Phone:** _____ **Fax:** _____

City Duarte **State** Calif **Zip** 91010

E-mail Address wine@daquino.com

APPLICANT Gaetano D'aquino **Contact** Fabrigio Pena

Address 1850 Business CenterDrive **Phone:** _____ **Fax:** _____

City Duarte **State** Calif. **Zip** 91010

E-mail Address wine@daquino.com

REPRESENTATIVE ARUN PLADNIS **Contact** _____

Address 67 CLEARWOOD AVE **Phone:** 714.734.8810 **Fax:** 714.734.8820

City DUARTE **State** CA **Zip** 91010

E-mail Address LTI@LTIINC.ORG

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name GAETANO D'AQUINO

Subscribed and sworn before me

This 29 day of NOVEMBER, 20 10.

_____

Notary Public in and for said County and State

CESAR VINAS
Commission # 1812431
Notary Public - California
Los Angeles County
My Comm. Expires Sep 20, 2012

DEED
FULL TITLE REPORT

FOR DEPARTMENT USE ONLY

Case #	SDR-40374
Meeting Date:	~~2-14-11~~ 1-25-11
Total Fee:	1030
Date Received:*	12-3-10
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.

SDR 40374
Gaetano D'Aguino

2700 & 2770 Highland Dr

Proposed expansion of an existing industrial use to 22.244 thousand square foot office building.

Traffic produced by proposed development:

Curent Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	WAREHOUSE [1000 SF]	22.244	4.96	110
AM Peak Hour			0.45	10
PM Peak Hour			0.47	10

(heaviest 60 minutes)

Proposed Expansion	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	WAREHOUSE [1000 SF]	23.154	4.96	115
AM Peak Hour			0.45	10
PM Peak Hour			0.47	11

(heaviest 60 minutes)

Total	DESCRIPTION	#UNIT		TOTAL
Average Daily Traffic (ADT)	WAREHOUSE [1000 SF]	45.398	4.96	225
AM Peak Hour			0.45	20
PM Peak Hour			0.47	21

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Highland Dr.	
Average Daily Traffic (ADT)	9,863
PM Peak Hour	789

(heaviest 60 minutes)

Presidio Ave.	
Average Daily Traffic (ADT)	675
PM Peak Hour	54

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Existing Street Capacity
Highland Dr.	25,875
Presidio Ave.	13,040

This project will add approximately 115 trips per day on Highland Dr. and Presidio Ave. Highland is currently at about 38 percent of capacity and Presidio is currently at about 5 percent of capacity. After this expansion, Highland is expected to be at about 39 percent of capacity and Presidio at about 6 percent of capacity.

Based on Peak Hour use, this development will add roughly 11 additional cars into the area; which works out to about one every five minutes.

Note that this report assumes all traffic from this development uses all named streets.

Please refer to VAR-40375 for related Protest/Support Postcards.

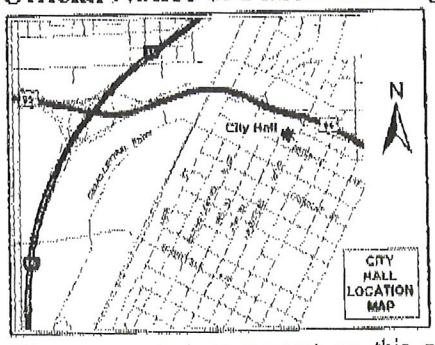
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Planning & Development Department
Development Services Center
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.

SDR-40374
Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 2 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-40374
16209202001
N Y P CORPORATION
6120 S TORREY PINES
LAS VEGAS NV 89118-3209

17 KROFNii 89118

19P

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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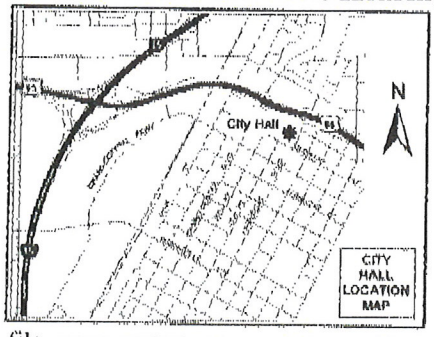
MAILED FROM ZIP CODE 89101

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-40374

Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 2 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: SDR-40374

16209202001
N Y P CORPORATION
6120 S TORREY PINES
LAS VEGAS NV 89118-3209

17 KRDFN11 89118

19P

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
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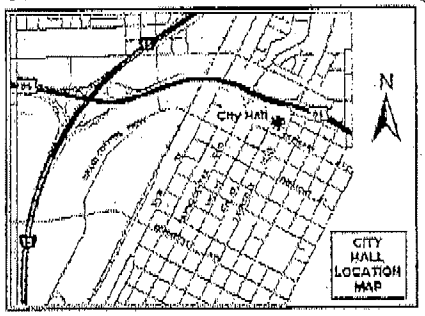
Return Service Requested

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-40374

Planning Commission Meeting of 2/8/2011

Case: SDR-40374

16209202008
KHAZAI SHAHRIAR & ISABELA
%IMPERIOAL DESIGN
14100 KINGSLEY DR
GARDENA CA 90249-3018

11B KRDFM11 90249

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 20, 2011

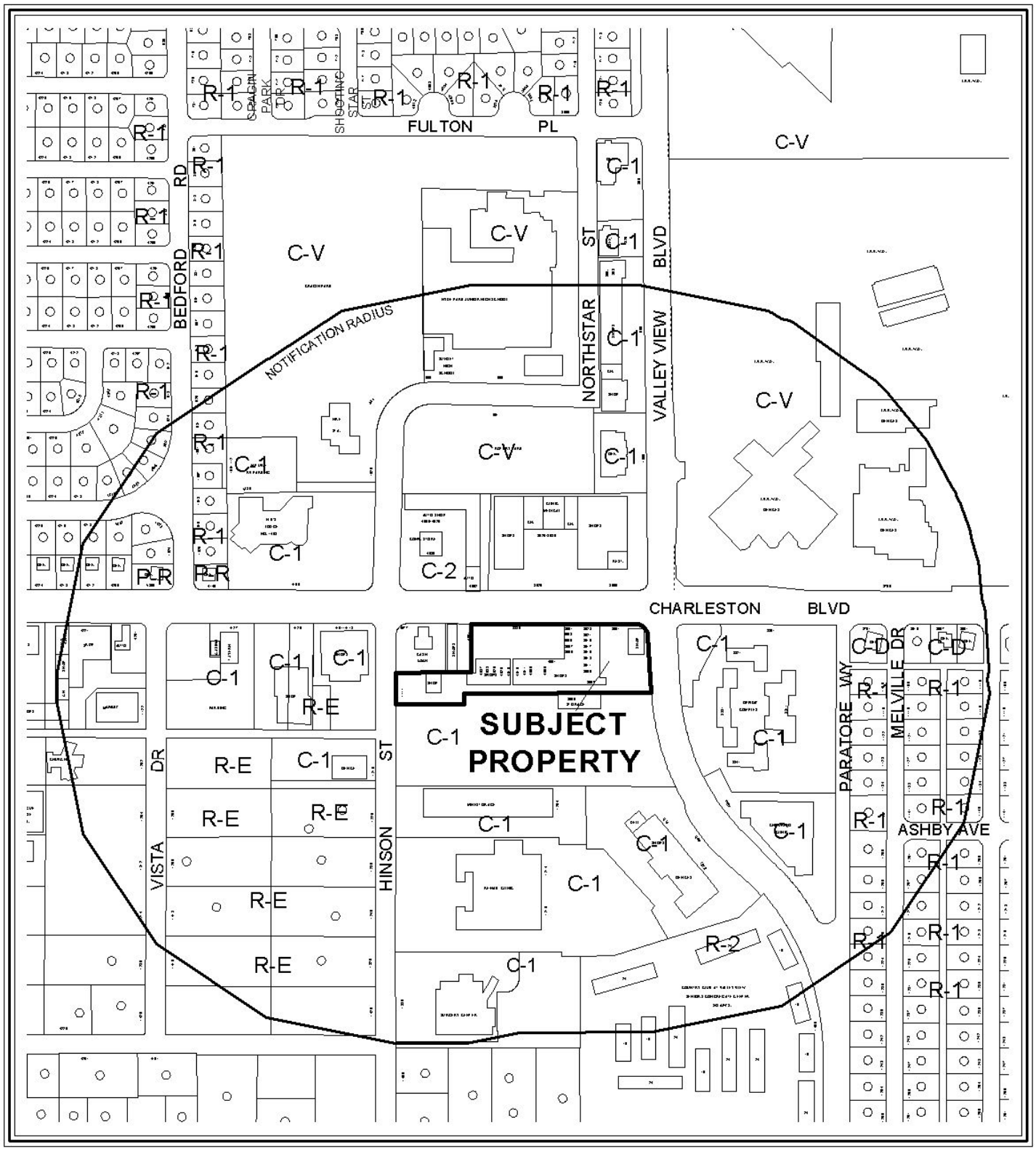
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

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:

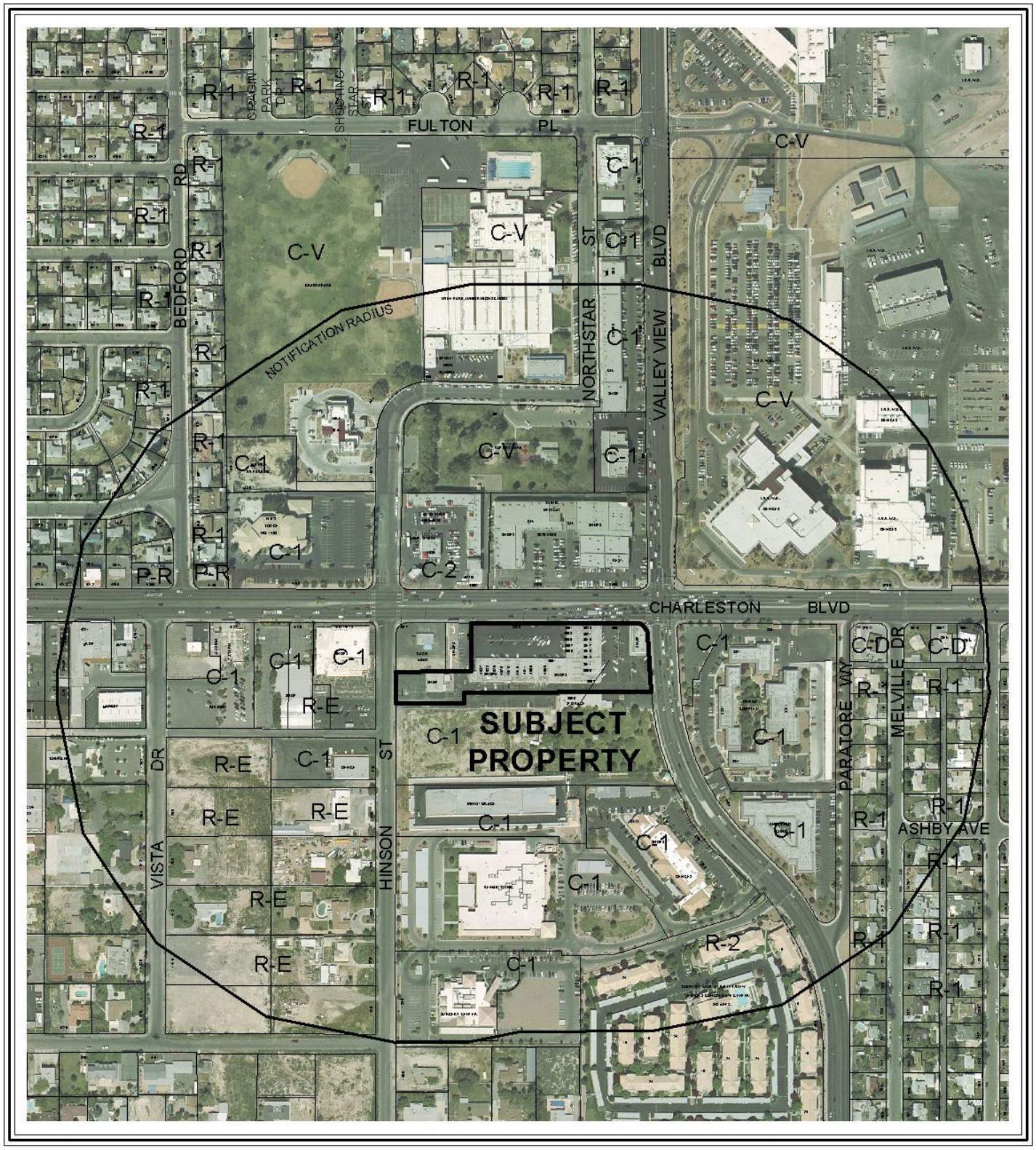
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Protest/Support Postcards
7. Written comments from the April 6, 2011 City Council meeting for Items 21-23, 48, 52, 53-60, 77, 85 and 91-93 by Charleston Neighborhood Preservation
8. Backup referenced from the March 25, 2010 Planning Commission Meeting for SDR-37363



CASE: **SDR-37363**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



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 20, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: LIED FOUNDATION TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 6, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

** 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 20, 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 2.81 **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

RECEIVED
FEB 08 2010

DENNIS H. SMITH
NOTARY PUBLIC
STATE OF NEVADA
My Commission Exp. June 22, 2012
Commission No: 92-3295-1

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.

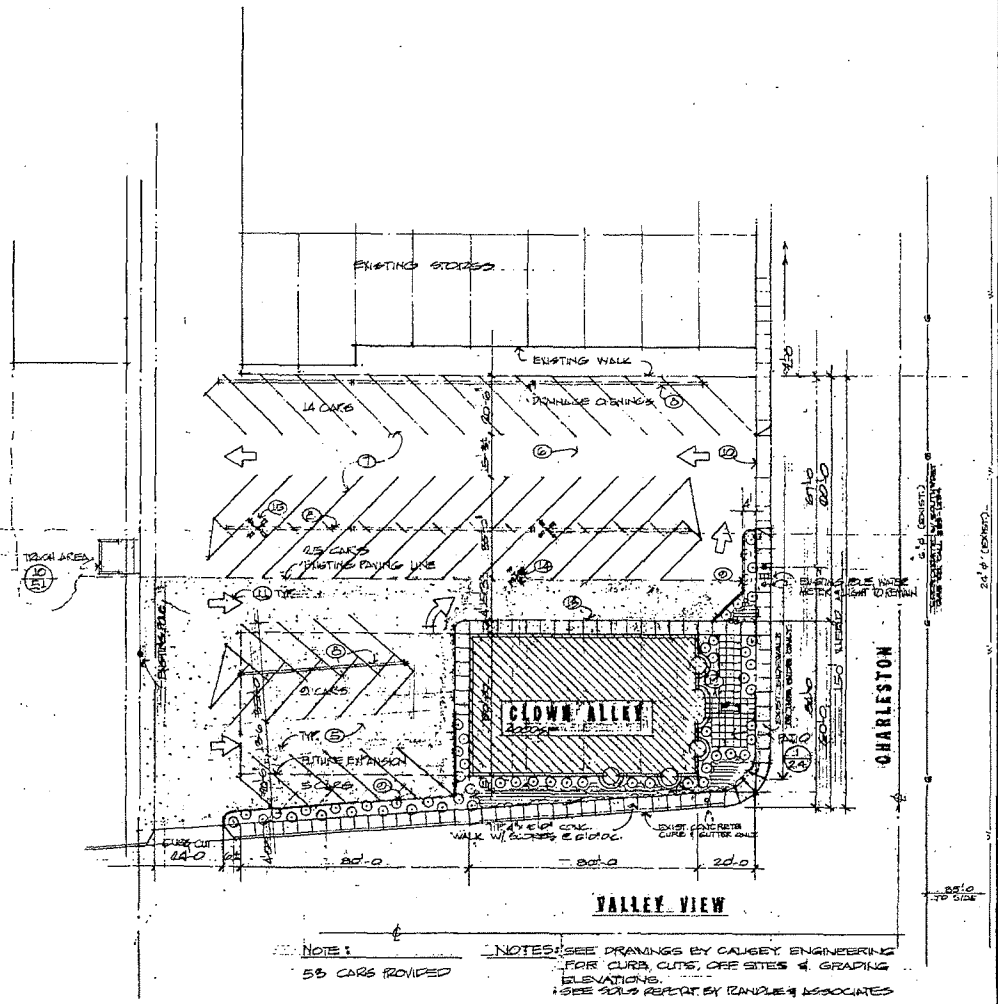
7.1 ELECT. PLAN & FIXTURES
7.2 ELECT. SYMBOLS & SCHEDULES
8.1 SPECIFICATIONS

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 ORDINANCES.
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 AND PLANTED AREAS. SYSTEM TO BE OF SUFFICIENT SIZE & CAPACITY TO ESTABLISH 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 ③ ABOVE

- PFITZER JUNIPERS, 5 GAL. @ 6'-0 O.C.
- MULTI-COLORED TRAILING GAZANIA GROUND COVER FROM FLATS @ 6'-0" O.C.



NOTE:
58 CARS PROVIDED

NOTES: SEE DRAWINGS BY CAUSEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
SEE SOILS REPORT BY RANDLE & ASSOCIATES
SEE JOB SITE FOR CLEANING.

SITE PLAN
SC 1"=20'-0 10/16/78

SEE STRUCTURAL CALCS BY ILIA BELANSKI, P.E.

APPROVED LANDSCAPING PLAN
Department of Community Planning & Development
2/16/79

GARY G. WILSON
REGISTERED
No. 548
ARCHITECT
STATE OF NEVADA

SDR-37363
REVISED
03/25/10 PC

A.P. 3901 W. Charleston

INDEX OF DRAWINGS

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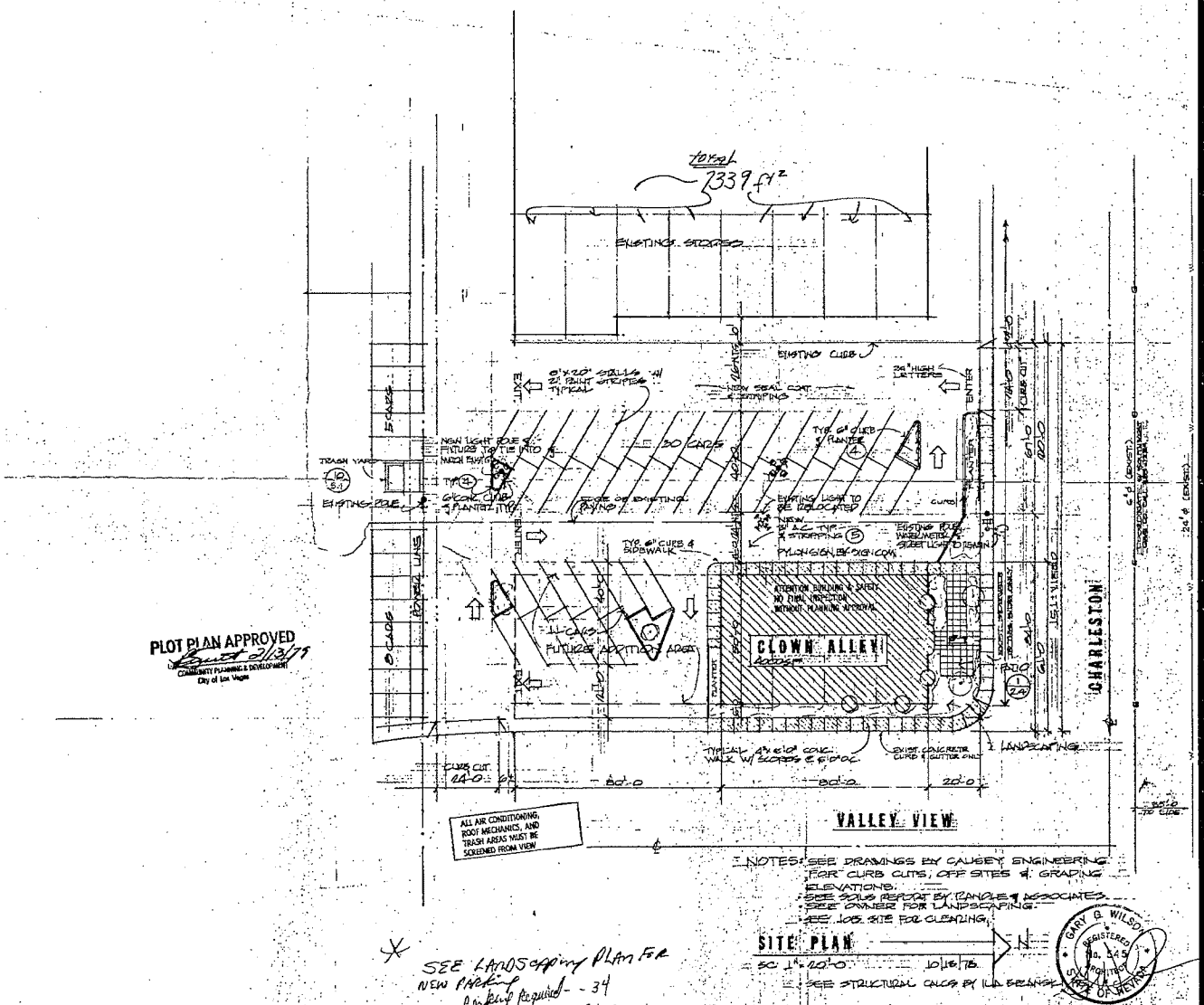
4. ALL RADII @ PLANTERS TO BE 3'-0 U.O.N.
5. 2" A.C. TO BE ROLLED OVER 6" PEA GRAVEL OVER CLEAN COMPACT BASE OF TYPE I OR BETTER.

PROJECT DATA:

1. BLOCK:
2. PRESENT ZONING:
3. PARKING REQ'D:
4. PARKING PROVIDED: 54 CARS
5. HGHT:
6. SETBACKS REQ'D: ZERO
7. 100 FT. = 4,000 S.F.
8. U.B.C. DATA: 1976 EDITION



PLOT PLAN APPROVED
Date 8/13/79
COMMUNITY PLANNING & DEVELOPMENT
City of Las Vegas

NOTES:
1. SEE DRAWINGS BY CAUSEY ENGINEERING FOR CURB CUTS, OFF SITES & GRADING ELEVATIONS.
2. SEE SOILS REPORT BY RANDLE & ASSOCIATES.
3. SEE OWNER FOR LANDSCAPING.
4. SEE 1.05 SITE FOR CLEARING.

SITE PLAN
SC 1"=20'-0" 10/16/78
SEE STRUCTURAL CALCS BY I.L.D. BRANCH

GARY G. WILSON REGISTERED No. 3145 ARCHITECT 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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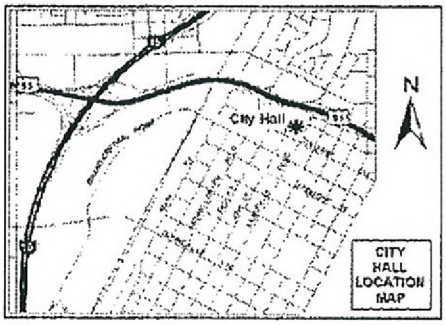
FEB 08 2010
SDR-37363
03/25/10 PC

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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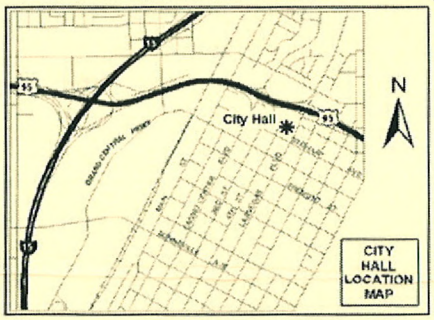

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☐ I SUPPORT this Request

☒ 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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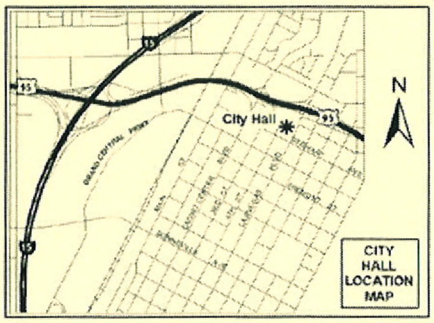

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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

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2010 APR 12 P 2:19

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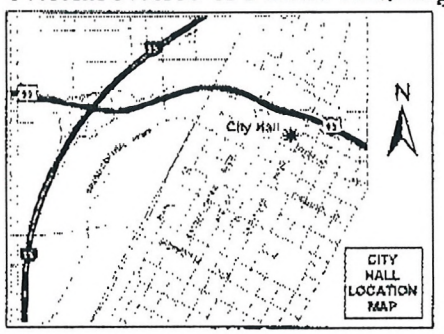

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-243

RECEIVED
CITY CLERK
2011 APR -6 A 9:09

TO: City of Las Vegas Council Members: Mayor GOODMAN, Mayor Pro Tem REESE, WOLFSON, TARKANIAN, ROSS, BARLOW, ANTHONY!
FROM: CNP
DATE: April 6, 2011
RE: Selected Agenda Items for this date:

We respectfully request that the following Consent Agenda items be removed from the printed Consent Agenda so that clarification can be provided to constituents:
21.—Agreement No. 110161-TF—From whence does the $1million, 250thousand dollars come?

22. and 23—What is the approximate total spent so far of Federal, State, County, and City monies, on this project?

48.—Please tell this audience 10 general category items on which this extimated allocation of % million 5 hundred 40 thousand, 659 dollars will be spent.

52.—We have camera ready to record this improvement!

53-60—We want to share some information provided at Recommending Committee.

77.—Does the State of Nevada make payment to our City of Las Vegas?
If yes, how much is that payment in $ and over what length of time?

85 SDR-37363—NO to this ZERO LANDSCAPE BUFFERS ON East & North. We suggested "plastic greenery" last year. Maybe an attractive fence could protect this property from bus passengers. Driving North up the hill, this cement cube standing on a huge cement slab is ugly. 3901 W. Charleston is a 'natural' gateway to and currently establishes a most degrading affect on the area businesses ahead.

Driving South on Valley View, the same eye-sore appearance is unnecessarily imposed upon the thousands of residents who daily as well as occasionally traverse this prime location. A responsible developer would not allow the current degradation.

BOARD & ADVISORY MEMBERS
Dennis Ardine-Vicki Arnold-Dick Bratton-Erma Clark-Juanita Clark-Miriam Een- Danielle Hanslip-Rosa Honrath-June Ingram-Rick Johnson-Jolanta Krol-Rod &Betty Larsen- Gene &Pearl Lonardo-Flo Montalvo-Dorothy Orr-Jim Seward-Pamela Stanelliffe-Tim Volz-Marcus Gobel-

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

Phone/Fax: 702-877-2438

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CITY CLERK
2011 APR -6 A 9:07

91 —SUP-39821 We request a NO vote on this Non conforming waiver requesting business at this site

92.—SUP-40739 We request a NO vote on this Pawn Shop due to waivers required and location not conducive to neighborhood development

93 —Another "SQUARE-FOOT" MASSAGE ESTABLISHMENT! We question the need for this shape of human foot accommodation Waivers required make this a most "unfriendly to neighborhood" business. Please vote NO.

We send kind and generous thoughts to you EACH this Spring and Easter season!

June Ingram, President and Board
CHARLESTON NEIGHBORHOOD PRESERVATION

June Ingram

Vicki Arnold

BOARD & ADVISORY MEMBERS
Dennis Arduca-Vicki Arnold-Dick Bratton-Erma Clark-Juanita Clark-Miriam Eon- Danielle Hanslip-Rose Howarth-June Ingram-Rick Johnson-Juanita Krol-Rod & Betty Larsen- Gene & Pearl Lonardo-Flo Monalvo-Dorothy Orr-Jim Seward-Pamela Stanzilla- Tim Volz-Marcus Gobel-

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

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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

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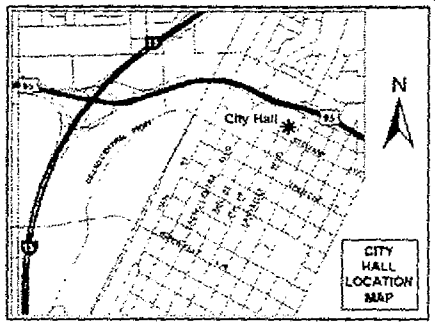

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-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

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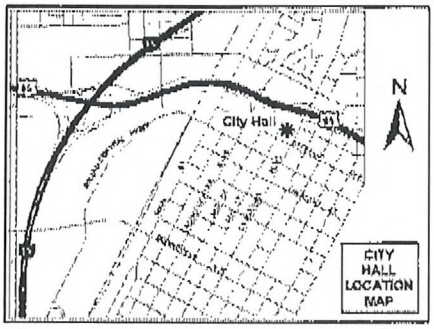

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363
16206510036
MCGRATH THOMAS J & ELIZABETH J
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

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MAR 15 2010

28P

City of Las Vegas
Planning & Development Department
Development Services Center
731 S. Fourth Street
Las Vegas, Nevada 89101-2986

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MAILED FROM ZIPCODE 89101

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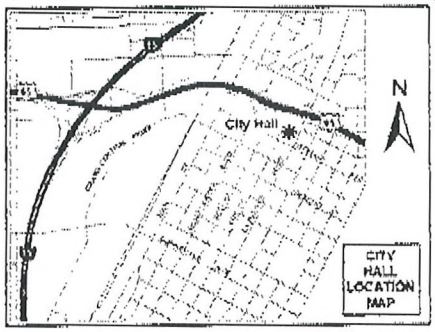
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-37363

Planning Commission Meeting of 3/25/2010

Case: SDR-37363

16205113015
BRAVIN GERALD & ADELINA
1201 MELVILLE DR
LAS VEGAS NV 89102-1821

RECEIVED
MAR 16 2010

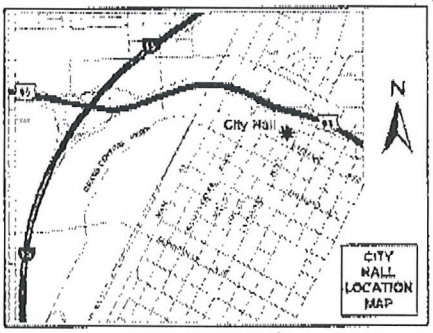
28P

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
0001278218 MAR 12 2010
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-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

RECEIVED
MAR 16 2010

28P

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 20, 2011

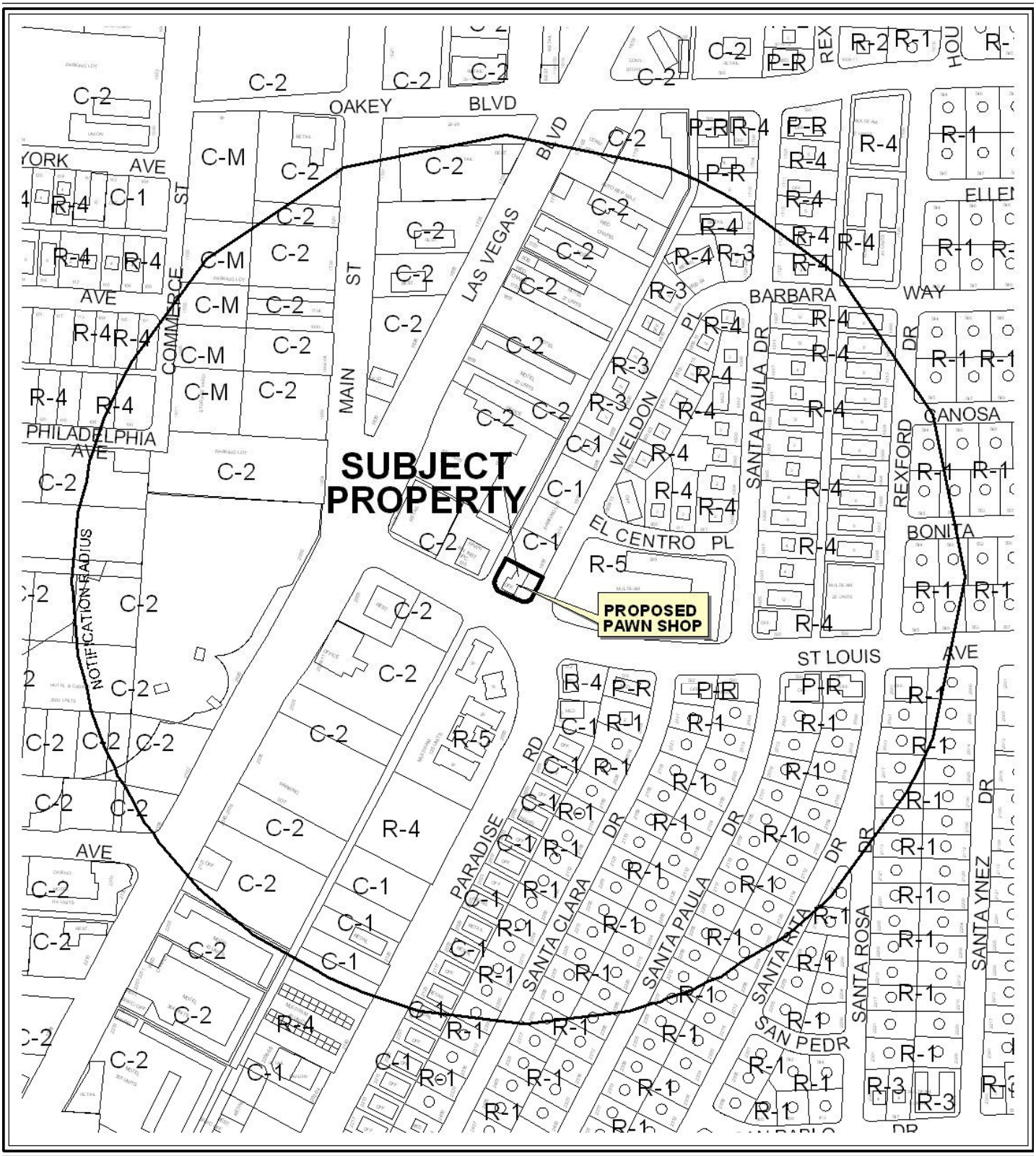
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-40739 – ABEYANCE ITEM - 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	**1**	**City Council Meeting**	**1**

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. Protest/Support Postcards
8. Abeyance Request by Todd Kessler
9. 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

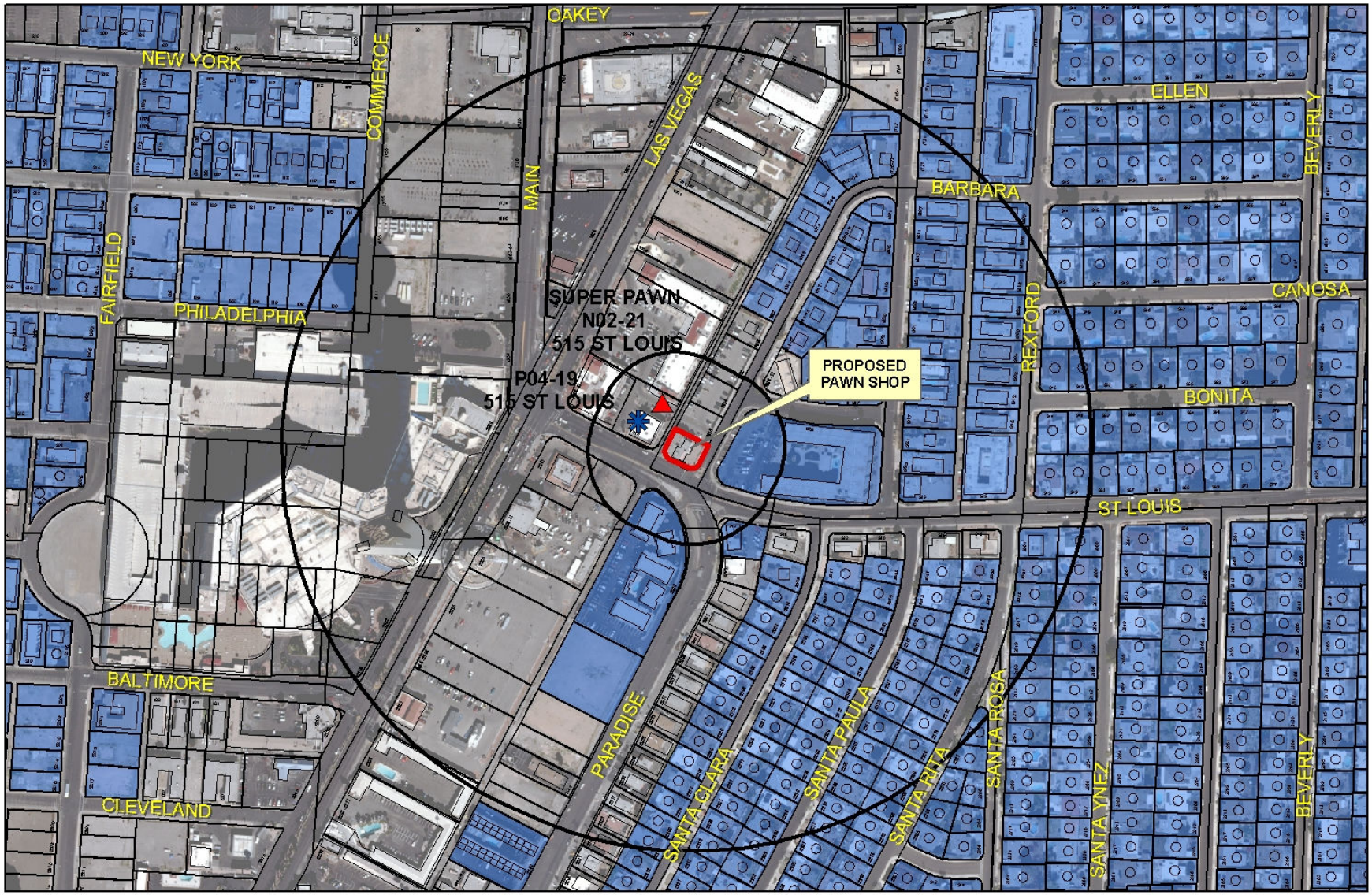
0 300 600 Feet

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 20, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ACE LOAN COMPANY - OWNER: B F TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 6, 2011 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT

**** 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 1

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

Revised 10/27/08

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

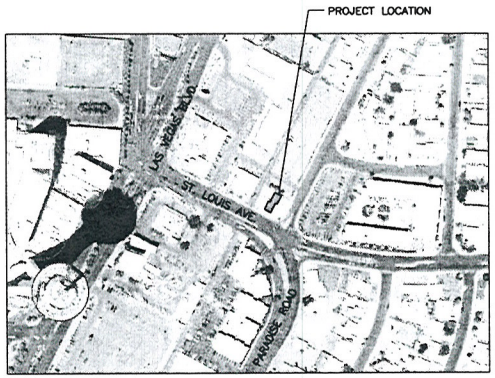
PARKING ANALYSIS – TITLE 19

1,606 S.F. EXISTING BUILDING

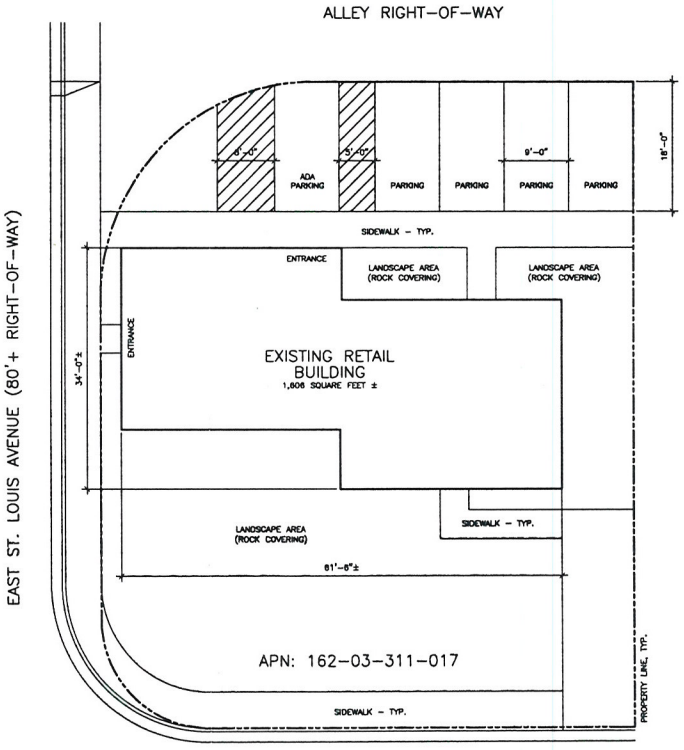
PROPOSED USE – PAWN SHOP USE — 1:250 SF, 6.42 OR 7 SPACES REQUIRED
EXISTING USE – RETAIL — 1:175 SF, 9.177 OR 10 SPACES

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

Breslin Builders shall have no liability for use of this information without their written consent. Copyright (c) 1991 - 2010, Use of the information contained in this instrument for other than the specific purpose for which it was intended and for other than the client for whom it was prepared is forbidden unless approval permitted in advance by Breslin Builders. These drawings shall be used for one project only.

CONTRACTOR

THESE PLANS ARE PREPARED AND SUBMITTED BY THE CONTRACTOR AS A CONSULTANT

BRESLIN BUILDERS — COMPANY NAME
JACK BRESLIN — CONTRACTOR'S LICENSE OR CERTIFICATE OF QUALIFICATION OR ELECTRICAL NUMBER
0018169 — CONTRACTOR LICENSE
TODD BRESLIN — PRINT NAME
SIGNATURE

Date: January 14, 2011
Project No.: --
Designed By: McBroyer
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

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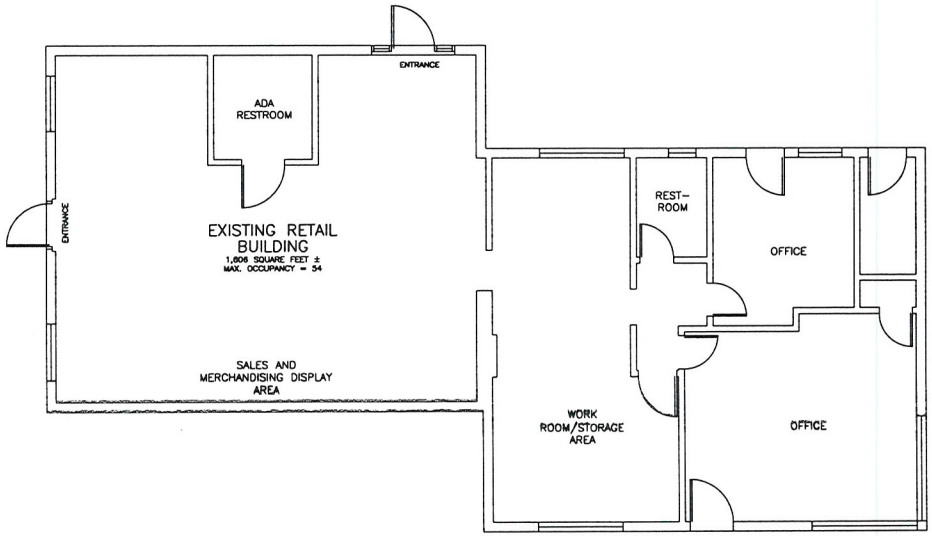
JAN 13 2011

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 CONSULTANT AUTHORIZED UNDER NAMED

BRESLIN BUILDERS — COMPANY NAME

JACK BRESLIN — NAME OF QUALIFIER

MASTER CLASS A PLUMBING CONTRACTOR
MASTER CLASS A ELECTRICAL CONTRACTOR
LICENSE NUMBER

20/0159 — CONTRACTOR'S LICENSE NUMBER

SIGNATURE

Date: January 14, 2011

Project No.: --

Designed By: McBreyer

Checked By: Tidd

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 #0018159
www.BreslinBuilders.com

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

RECEIVED
JAN 19 2011

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

SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11

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519 EAST ST. LOUIS AVENUE

01/26/11

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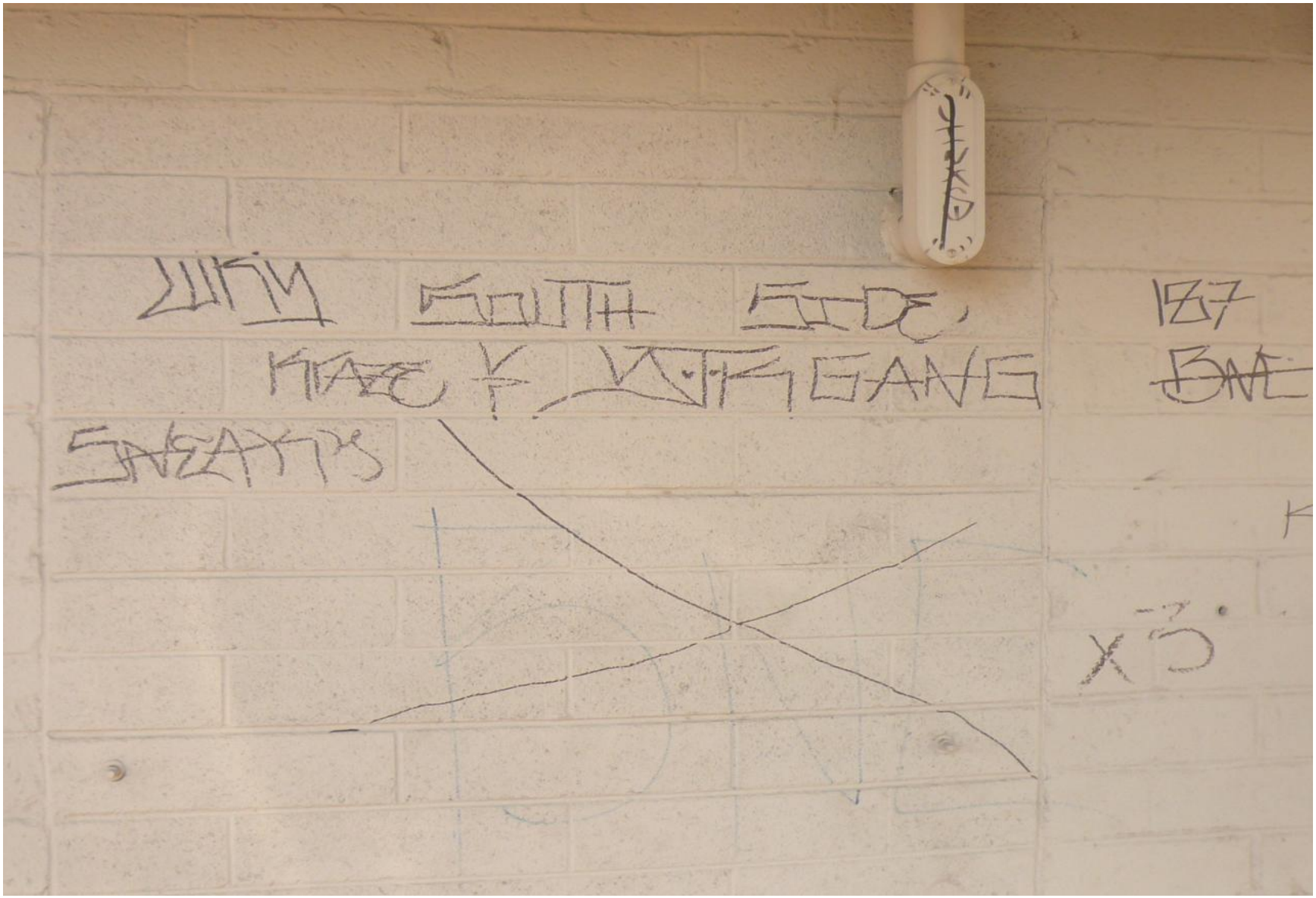
519 EAST ST. LOUIS AVENUE

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

SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11

RECEIVED
JAN 13 2011

SUP-40739

RECEIVED
JAN 12 201

SUP-40739

SUP-40739

RECEIVED
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

RECEIVED
JAN 19 2011
SUP-40739

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40739

City Council Meeting of 4/6/2011

RECEIVED
CITY CLERK
2011 APR -1 P 5:35

RHEE HAK EUN & SONG CHA TRUST
RHEE HAK E & SONG CHA TRS
8908 RAINBOW RIDGE DR
LAS VEGAS NV 89117-5816

APN#16203413002

18 BRDFN11 89117

92

RECEIVED
CITY CLERK

2011 MAR 28 A 11:20

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 MAR 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 Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-40739

City Council Meeting of 4/6/2011

BARTSAS MARY 16 L L C
601 S RANCHO DR #C23
LAS VEGAS NV 89106-4825

APN#16203416001

26 BRDFN11 89106

03/28/2011 MON 09:25 [TX/RX NO 9187] 001

Todd Kessler

206 N. 3RD Street

Las Vegas, NV 89101

Tel: 702.953.4320 Fax: 702.477.0045

March 29, 2011

VIA FASCIMILE ONLY – (702) 382-4803

City of Las Vegas
City Clerk
Las Vegas, NV 89101

Re: Abeyance of SUP 40739

To Whom It May Concern:

Please accept this as a formal request for an abeyance on the above entitled matter until the April 20, 2011 Las Vegas City Council agenda.

In the meantime, if you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,

Todd Kessler

Todd Kessler
Representative for the Applicant and Owners

2011 MAR 29 P 2:02

RECEIVED
CITY CLERK

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

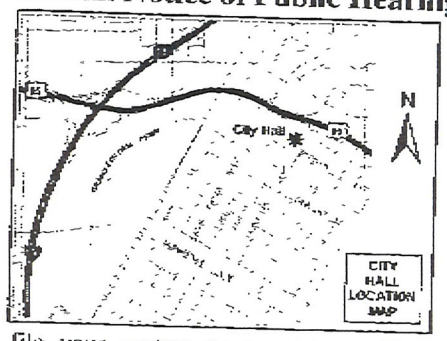
03/04/2011 15:40 FAX 702 366 9413 Mary Bartsas Ent., LLC 001/003

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 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 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

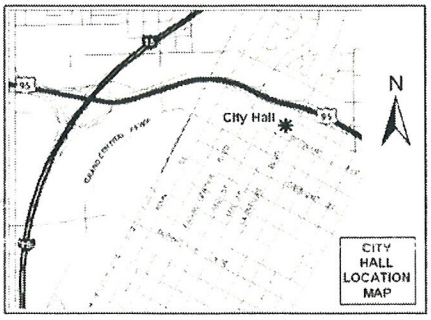
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 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-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 KROGN11 89117

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 20, 2011

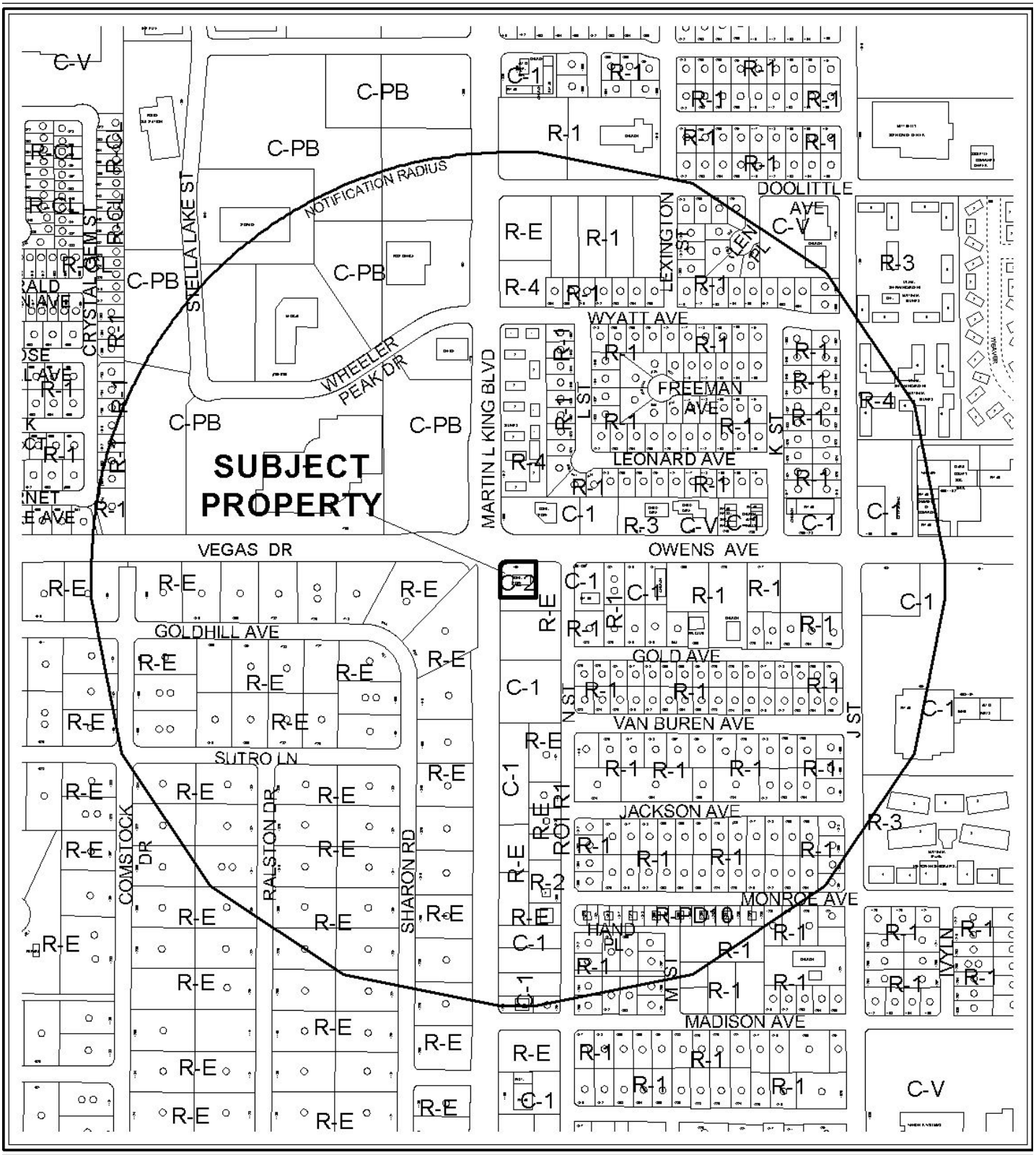
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ROC-41161 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: WAI CHUN GINN - Request for a Review of Condition of a previously approved Special Use Permit (SUP-38536) TO AMEND CONDITION NUMBER 6 TO STATE THAT "ALL BEER AND WINE COOLERS SHALL REMAIN IN THEIR ORIGINAL MANUFACTURER'S CONFIGURATION" at 1451 West Owens Avenue (APN 139-28-501-001), C-2 (General Commercial) Zone, Ward 5 (Barlow). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-38536
5. Justification Letter



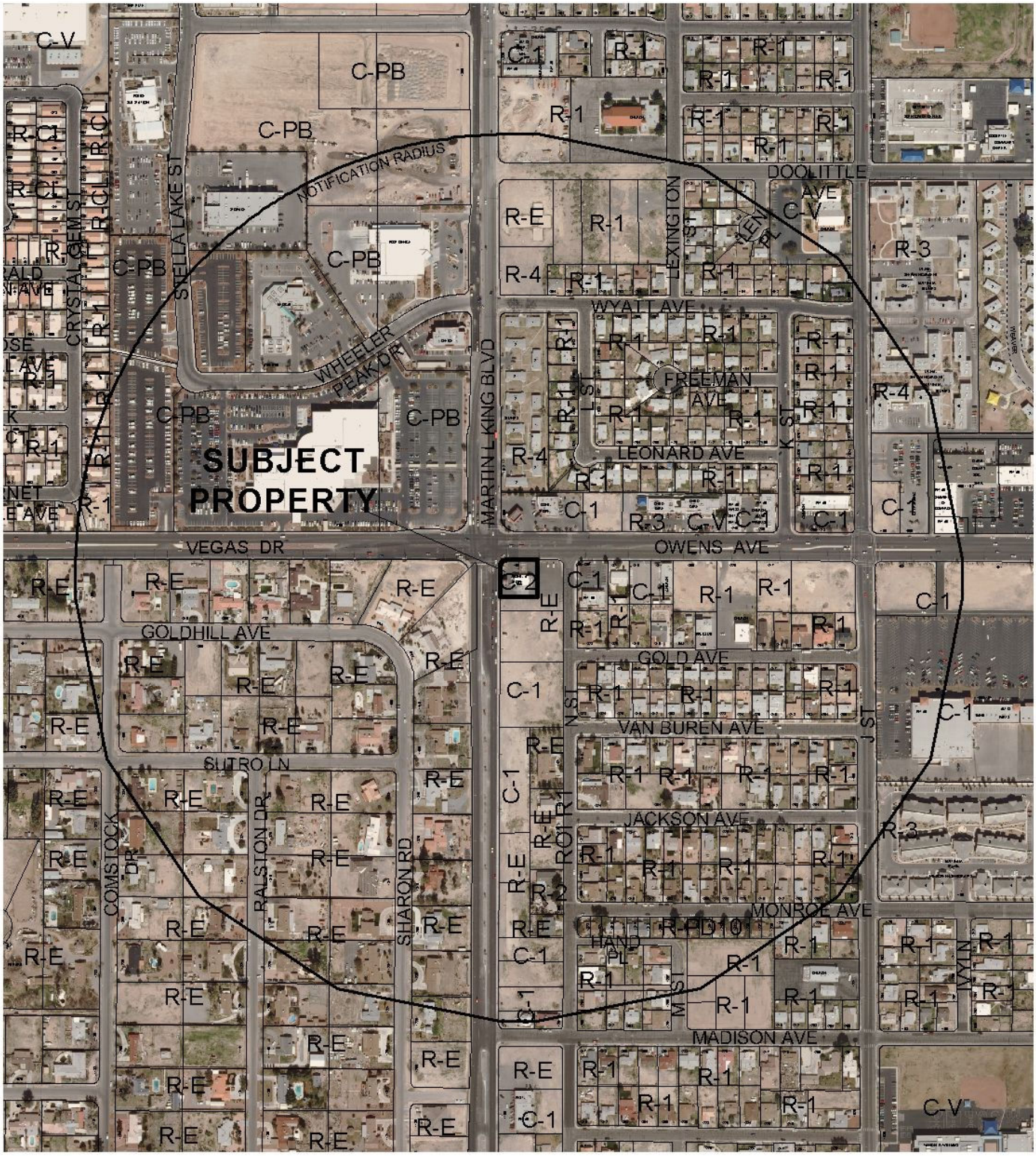
CASE: **ROC-41161**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N



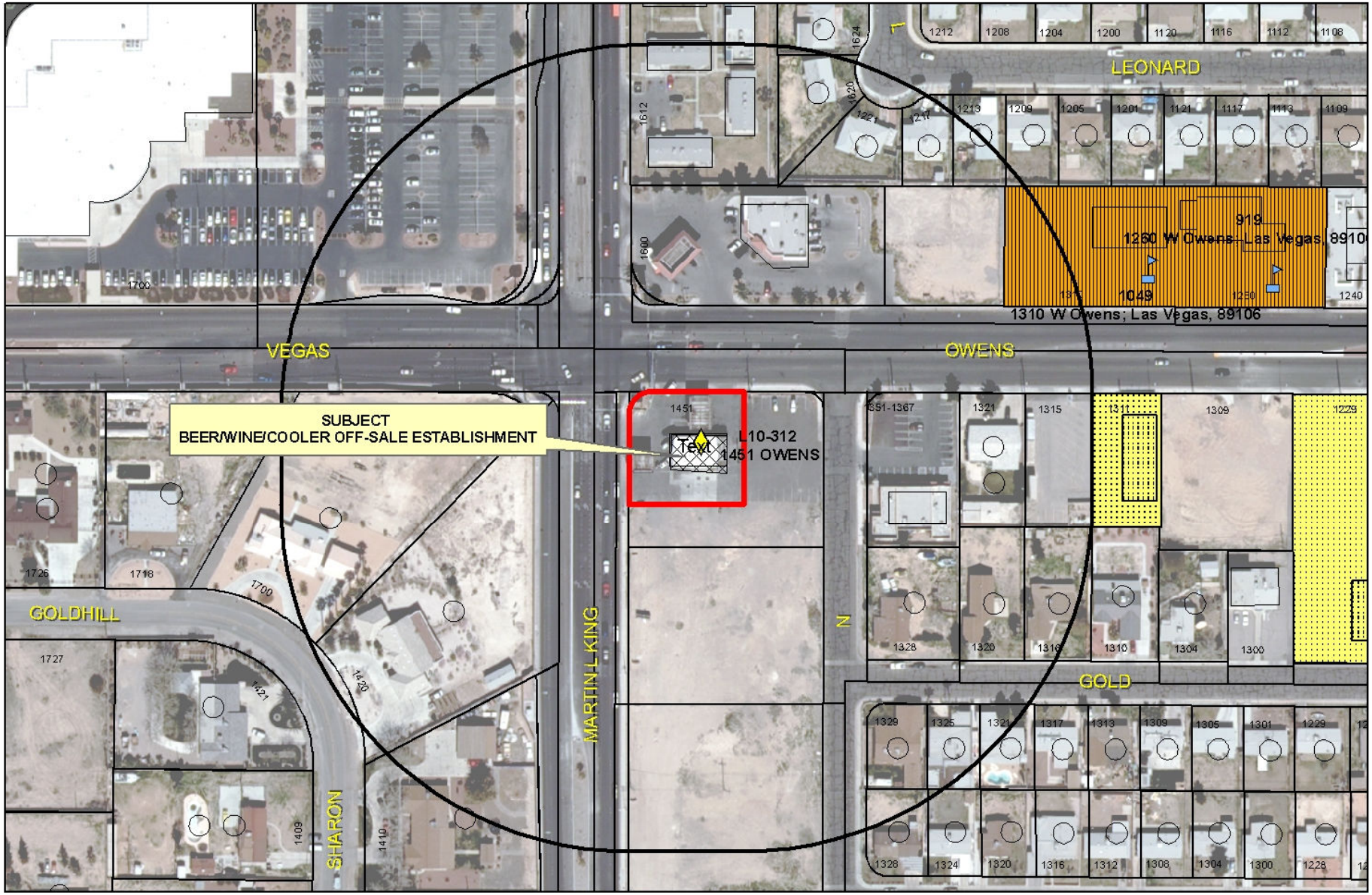
CASE: **ROC-41161**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet

N



Business Licenses

ROC-41161

BEER/WINE/COOLER OFF-SALE ESTABLISHMENT

- 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 20, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: WAI CHUN GINN

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-41161	Staff recommends DENIAL, if approved subject to conditions:	None

** CONDITIONS **

ROC-41161 CONDITIONS

Planning

1. Amend Condition #6 of Special Use Permit (SUP-38536) to read, "All beer and wine coolers shall remain in their original manufacturer's configuration intended for resale."

2. Conformance to all other conditions of approval of Special Use Permit (SUP-38536) and 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 Convenience Store with Beer/Wine/Cooler Off-Sale and a Gas Station at 1451 West Owens Avenue. The applicant is requesting a Review of Condition of the previously approved Special Use Permit (SUP-38536) to amend Condition #6 to read, "All beer and wine coolers shall remain in their original manufacturer's configuration."

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/20/94	The City Council denied the appeal of a Planning Commission denial of a Special Use Permit (U-0047-94) and a Variance (V-0022-94) to allow an Off-Premise Sign on this site.
02/22/01	The City Council revoked a business license for a Liquor Establishment (Off-Premise Consumption) at the subject address.
09/01/10	The City Council approved a request for a Special Use Permit (SUP-38536) for a Beer/Wine/Cooler Off-Sale Establishment within an existing 1,996 square-foot Convenience Store with a waiver to allow a 313-foot distance separation from a child care facility where 400 feet is required at 1451 West Owens Avenue. The Planning Commission recommended denial; staff recommended approval.
04/12/11	The Planning Commission is scheduled to hear a request for a Rezoning (ZON-40999) from R-E (Residence Estates) to C-1 (Limited Commercial) on 1.44 acres for parcels 139-28-501-002 and 003 located at the southwest corner of Owens Avenue and N Street.
	The Planning Commission is scheduled to hear a related request for a Site Development Plan Review (SDR-40998) for a parking lot with waivers to allow no perimeter landscape buffer along the west perimeter where eight feet is required and a five foot perimeter landscape buffer along the north and east perimeters where 15 feet is required on parcel 139-28-501-002 located at the southwest corner of Owens Avenue and N Street.

Most Recent Change of Ownership	
07/25/85	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/02/03	Business licenses (C05-02261 and C15-00346) were issued for Tobacco sales and a Convenience Store at 1451 West Owens Avenue. The licenses are still active.
10/21/10	Business licenses (S05-01127 and L10-00312) were issued for a Gas Station and for a Beer/Wine/Cooler Off-Sale Establishment at 1451 West Owens Avenue. The licenses are still active.
There are no recent building permits issued for the subject site.	

Pre-Application Meeting	
11/22/10	A pre-application meeting was held was the applicant to explain the submittal requirements for the Review of Condition to amend Condition #6 of the previously approved Special Use Permit (SUP-38536).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/22/11	Staff conducted a field check of the subject site and found the area surrounding the business free of debris/trash. There were two signs advertising prices of cigarettes on the pole at the northwest corner of the property, along with two political signs in the planter area.

Details of Application Request	
Site Area	
Gross Acres	0.39

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store with Beer/Wine/Cooler Off-Sales	C (Commercial)	C-2 (General Commercial)
North	Convenience Store	C (Commercial)	C-1 (Limited Commercial)
South	Undeveloped land	C (Commercial)	R-E (Residence Estates)

East	Retail Establishment	C (Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	R (Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
West Las Vegas Plan	X		Y

Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

Special Use Permit (SUP-38536) Condition #6 states, "All beer and wine coolers shall remain in their original manufacturer's configuration of four-or-six packs." The applicant is requesting that Condition #6 be amended by deleting the text stating "of four-or-six packs." The applicant was issued the appropriate business license on 10/21/10 for the use at the subject site. There has been no negative police activity or Code Enforcement violations. There are no other business licenses in the surrounding area that are permitted to sell beer/wine/coolers off-sale.

FINDINGS

The business is located in a primarily residential area with scattered commercial businesses. Staff finds that the proposed removal of the text "of four-or six packs" from condition #6 inappropriate as it would allow for the individual sale of beer or wine coolers if packaged as such by the manufacturer. The intensification of use does not fit with the surrounding residential neighborhoods and could have a negative effect on the area. Staff is recommending denial of this request.

NOTICES MAILED 332 (By Planning)

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-41161** APN: 139-28-501-001

Name of Property Owner: WAI CHAN GINN

Name of Applicant: WAI CHAN GINN

Name of Representative: WAI CHAN GINN

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: Wai Chan Ginn

Print Name: WAI CHAN GINN

Subscribed and sworn before me

This 1 day of September, 2010

_____

Notary Public in and for said County and State

ALVIN J. LOCSIN
Notary Public, State of Nevada
Appointment No. 08-6221-1
My Appt. Expires Feb 6, 2012

RECEIVED
MAR 09 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Review of condition #6 (Sup. 38536)

Project Address (Location) 1451 W. Owens Ave., Las Vegas, NV. 89106

Project Name / **Proposed Use** 5

Assessor's Parcel #(s) 139-28-501-001 **Ward #** _____

General Plan: existing C proposed SAME **Zoning:** existing C-2 proposed SAME

Commercial Square Footage / **Floor Area Ratio** _____

Gross Acres 0.39 **Lots/Units** / **Density** /

Additional Information /

PROPERTY OWNER WAI CHUN GINN **Contact** SAME

Address 2199 NATALIE AVE. **Phone:** 7027358027 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89169

E-mail Address PWCGINN@YAHOO.COM

APPLICANT WAI CHUN GINN **Contact** SAME

Address 2199 NATALIE AVE **Phone:** 7027358027 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89169

E-mail Address PWCGINN@YAHOO.COM

REPRESENTATIVE AS ABOVE **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Wai Chun Ginn

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name WAI CHUN GINN

Subscribed and sworn before me

This 8 day of March, 20 11.

Dale A. O'Key

Notary Public in and for said County and State

DALE A. O'KEY
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 05-02-11
Certificate No: 02-78262-1

RECEIVED
MAR 09 2011

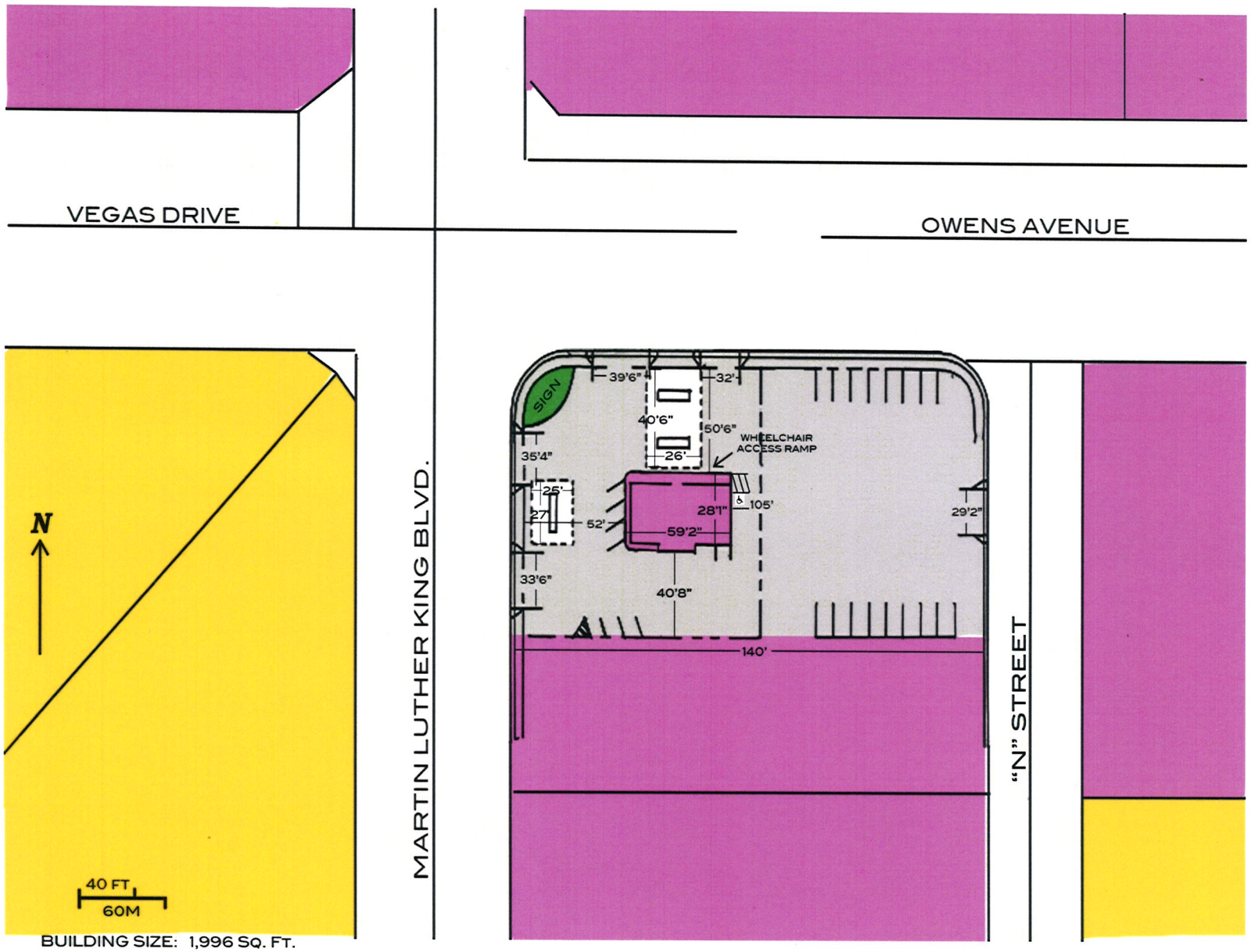
Revised 10/27/08

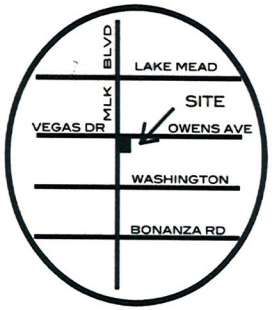
FOR DEPARTMENT USE ONLY

Case #	ROC-41161
Meeting Date:	4-20-11
Total Fee:	1080.00
Date Received:*	3-9-11
Received By:	JFM

*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.

f:\depot\Application Packet\Application Form.pdf





VICNITY MAP

Owner/Applicant: Wai Chun Ginn
Site Location: 1451 West Owens Ave., Las Vegas, NV 89106
Application Type: Site Development
Application Purpose: Beer/Wine/Cooler Off-Sale Establishment
APN: 139-28-501-001

BUILDING SIZE: 1,996 SQ. FT.

PROPERTY SIZE: 14,700 SQ. FT.

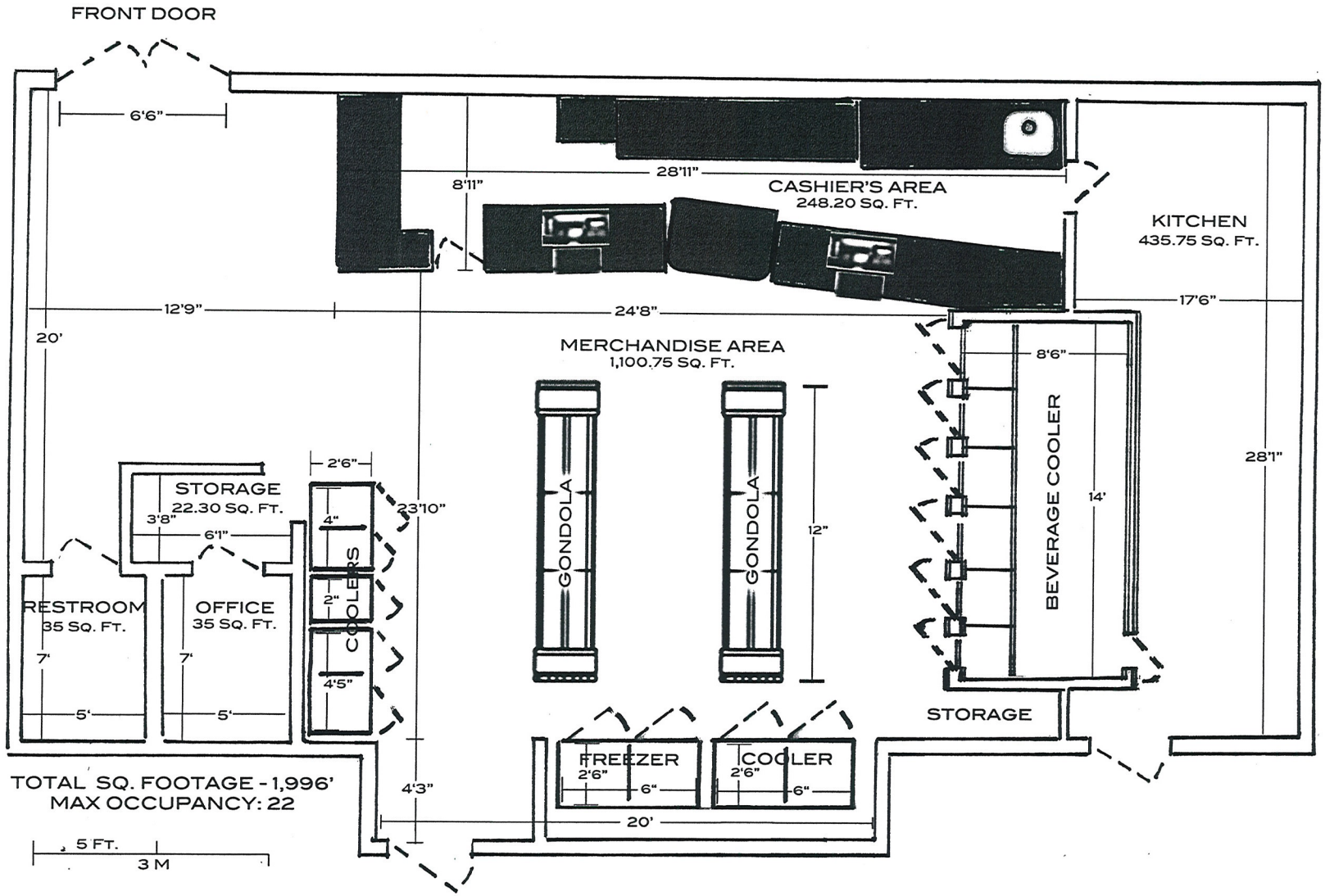
PARKING - 18 REGULAR SPACES
- 3 HANDICAP SPACES
- 21 TOTAL SPACES
- 14' L X 9'10" W

SIGN - 40' H X 18" W

PAT'S CHINESE FOOD & MINI-MART
SITE PLAN

RECEIVED
MAR 09 2011

ROC-41161



Owner/Applicant: Wai Chun Ginn
Site Location: 1451 West Owens Ave., Las Vegas, NV 89106
Application Type: Site Development
Application Purpose: Beer/Wine/Cooler Off-Sale Establishment
APN: 139-28-501-001

PAT'S CHINESE FOOD & MINI-MART
FLOOR PLAN

RECEIVED
MAR 09 2011

ROC-41161

ROC-41161 - APPLICANT/OWNER: WAI CUN GINN
1451 WEST OWENS AVENUE

03/22/11

ROC-41161 - APPLICANT/OWNER: WAI CUN GINN
1451 WEST OWENS AVENUE

03/22/11

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

September 15, 2010

Ms. Candie Ginn
Wai Chun Ginn
2199 Natalie Avenue
Las Vegas, Nevada 89169

RE: SUP-38536 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 1, 2010

Dear Ms. Ginn:

The City Council at a regular meeting held September 1, 2010, considered the Appeal filed from the denial by the Planning Commission of a request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT WITHIN AN EXISTING 1,996 SQUARE-FOOT CONVENIENCE STORE WITH A WAIVER TO ALLOW A 313-FOOT DISTANCE SEPARATION FROM A CHILD CARE FACILITY WHERE 400 FEET IS REQUIRED at 1451 West Owens Avenue (APN 139-28-501-001), C-2 (General Commercial) Zone.

The City Council granted the Appeal; thereby, Approving the Special Use Permit. The Notice of Final Action was filed with the Las Vegas City Clerk on September 2, 2010. This approval is subject to:

Added Conditions

A. The applicant shall submit a landscape plan for review and approval by Planning and Development. Landscape material shall be replaced and augmented to meet current code. It shall be installed and approved prior to issuance of a license for alcohol and all landscaping shall be continuously maintained.

B. There shall be an administrative review six months after issuance of the business license for the alcohol use and to ensure there were no calls for service from the Las Vegas Metropolitan Police Department.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Beer/Wine/Cooler Off-Sale Establishment use.

2. This approval shall be void two years from the date of final approval unless a business license has been issued to conduct the activity. An Extension of Time may be filed for consideration by the City of Las Vegas.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

Printed with environmentally friendly soy ink.

ROC-41161

3. One van accessible handicap parking space shall be provided at the subject site. The space shall meet all requirements of Title 19.10.

4. Approval of this Special Use Permit does not constitute approval of a liquor license.

5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

7. The sale of single beers, malt beverages, or wine coolers of any size with alcohol by volume greater than 6% shall be prohibited. The sale of wines with an alcohol by volume of greater than 16% shall be prohibited.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Ms. Josalene Ginn
2199 Natalie Avenue
Las Vegas, Nevada 89169

March 8, 2011

City of Las Vegas
Department of
Planning and Development.
333 N. Rancho Drive
Las Vegas, Nevada 89106

To Whom It May Concern:

Please accept this correspondence as a request to review of a previously approved Special Use Permit (SUP – 38536) that allows beer/wine/cooler off-sale within an existing Convenience Store at 1451 W Owens Avenue, Las Vegas, NV, 89106.

At this time, we are requesting clarification as to one of the Conditions of the Special Use Permit (SUP-38536) as set forth as condition number six. The condition is unclear as it reads presently.

Upon clarification of the conditions, we believe that an amendment to the condition is necessary.

We request that condition number six should be amended to reflect "All beer and wine coolers", shall remain in their original manufacture's configuration," excluding the phrase, "four or six-packs."

Sincerely,

Wai Chun Ginn
Pat's Chinese Food & Mini Mart
1451 W Owens Ave
Las Vegas, NV 89106
702 6387287
702 7358027
pwcginn@yahoo.com

RECEIVED
MAR 09 2011

ROC-41161

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 20, 2011

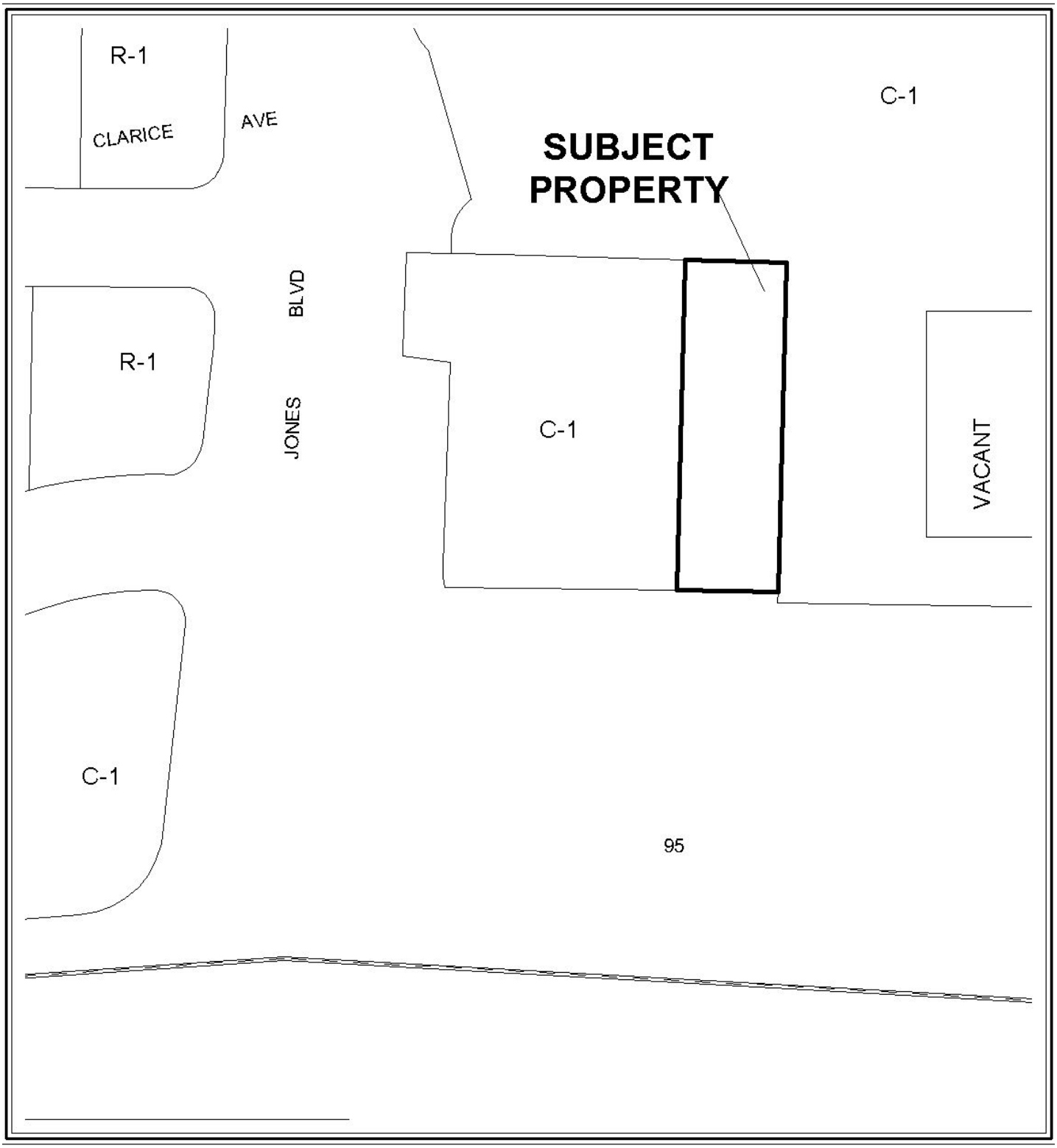
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-41270 – DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: OASIS LAS VEGAS, LLC - Appeal of the denial of a building permit (#182465-C-11) by the Director of the Planning Department for an Off-Premise Sign at 110 North Jones Boulevard (APN 138-25-404-008), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Appeal Letter Submitted by Ray Koroghli
4. Department of Planning Denial Letter
5. City Council Approval Letter for ROR-28940
6. City Council Approval Letter for U-0107-96(1)
7. City Council Approval Letter for U-0107-96



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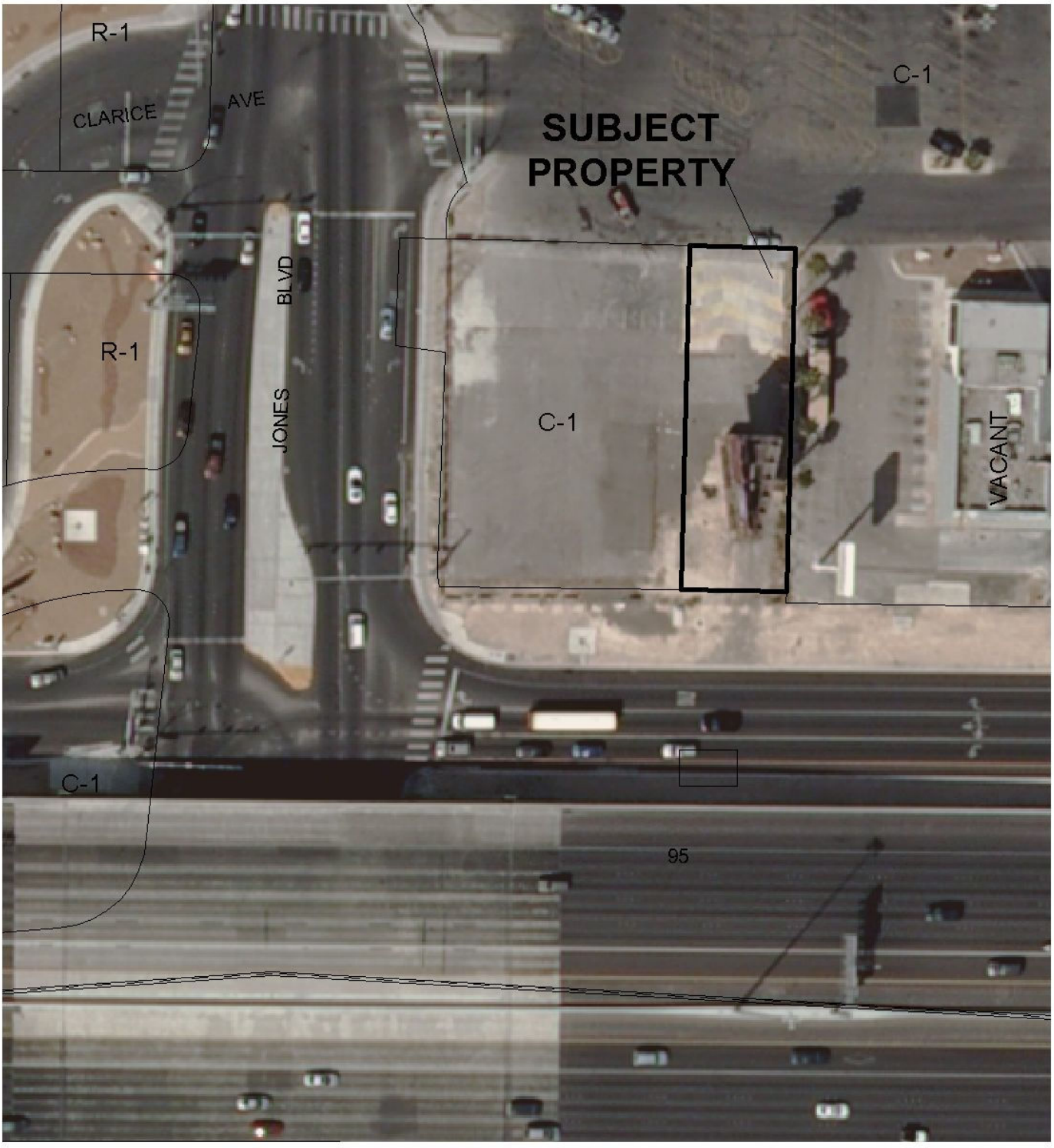
CASE: DIR-41270

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



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CASE: DIR-41270

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 20, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: OASIS LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-41270	Staff recommends DENIAL.	

** STAFF REPORT **

PROJECT DESCRIPTION

The Applicant wishes to reconstruct an Off-Premise Sign located at 110 North Jones Boulevard which was demolished on 02/24/11. The applicant applied for a building permit to reconstruct the Off-Premise Sign. The building permit was denied by the Department of Planning as a Special Use Permit is required per condition number 6 of RQR-28940. The applicant has appealed the denial of the building permit to the City Council.

ISSUES

- On October 1, 2008, the City Council of the City of Las Vegas approved a required review (RQR-28940) of the Special Use Permit (U-0107-96) which allowed an off-premise sign located at 110 North Jones Boulevard.
- Condition Number 6 of RQR-28940 stated that "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".
- On February 16, 2011, the City of Las Vegas approved a Building Permit (#181582) for the demolition of the existing 50-foot Off-Premise Sign (Billboard) located at 110 North Jones Boulevard.
- Off-Premise Sign at 110 North Jones Boulevard was voluntary demolition, Special Use Permit U-0107-96 is considered to be expunged per Condition 6 of RQR-28940.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/22/97	The City Council approved a Special Use Permit (U-0107-96) to allow a 50-foot tall, 14-foot by 48-foot (672 square feet each side) Off-Premise Sign at 110 North Jones Boulevard, subject to a five-year review. The Board of Zoning Adjustment and staff recommended approval.
02/20/02	The City Council approved a Required Two-Year Review (RQR-3686) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
07/07/04	The City Council approved a Required Two-Year Review (RQR-3686) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.

09/06/06	The City Council approved a Required Two-Year Review (RQR-13987) of an approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
10/01/08	The City Council approved a Required Two-Year Review (RQR-28940) of an Approved Special Use Permit (U-0107-96), which allowed an Off-Premise Sign at 110 North Jones Boulevard. The Planning Commission and staff recommended approval.
02/16/11	Demolition permit #181582 issued for Off-Premise Sign located at 110 North Jones Boulevard. Permit received final inspection on 02/24/11.
03/01/11	Building Permit #182465 Denied by the Planning Department.

Most Recent Change of Ownership	
08/25/06	A deed was recorded for a change in ownership to Oasis Las Vegas LLC

Details of Application Request	
Site Area	
Net Acres	0.19

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	SC (Service Commercial	None	C-1 (Limited Commercial)
North	SC (Service Commercial	None	C-1 (Limited Commercial)
South	ROW (Right-of-Way)	None	None
East	SC (Service Commercial	None	C-1 (Limited Commercial)
West	SC (Service Commercial	None	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	

Special Purpose and Overlay Districts	*Yes*	*No*	*Compliance*
Special Purpose and Overlay Districts		X	
Trails		X	
Rural Preservation Overlay District		X	
Las Vegas Redevelopment Plan Area		X	
Development Impact Notification Assessment		X	
Project of Regional Significance		X	

ANALYSIS/FINDINGS

On March 1, 2011, the City of Las Vegas Planning Department denied a Building Permit (#182465) for the proposed rebuilding of the 14-foot x 48-foot Off-Premise Sign located at 110 North Jones Boulevard. This denial is based on the following:

On October 1, 2008, the City Council of the City of Las Vegas approved a required review (RQR-28940) of the Special Use Permit (U-0107-96) which allowed an off-premise sign located at 110 North Jones Boulevard. Condition Number 6 of that approval stated that "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".

On February 16, 2011, the City of Las Vegas approved a Building Permit (#181582) for the demolition of the existing 50-foot Off-Premise Sign (Billboard) located at 110 North Jones Boulevard. Because this was a voluntary demolition, Special Use Permit U-0107-96 is considered to be expunged per Condition 6 of RQR-28940. In order to permit a new off-premise sign in the same location a Special Use Permit approved by the City Council is required.

Staff recommends Denial of the Appeal based on the following findings:

1. The Off-Premise Sign approved by Special Use Permit (U-0107-96) and allowed to remain by the approval of a required review (RQR-28940) was voluntarily demolished.
2. Condition Number 6 of RQR-28940 requires that a new Special Use Permit be approved by the City Council to permit a new off-premise sign

Staff also finds that per Title 19.00.070.2.a that the appeal is for purpose of avoiding or circumventing the application procedures set forth in LVMC Chapter 19.18.100 for a Special Use Permit and the remedy or relief from the decision to deny the building permit is specifically provided for by means of an application for a Special Use Permit set forth in LVMC Chapter 19.18.100. As such per Tile 19.00.070.F.2.b an appeal is not available.

Staff notes that the owner of the subject parcel has applied for a Special Use Permit (SUP-41200) for an Off-Premise Sign, which is scheduled to be heard at the May 10th Planning Commission meeting.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

March 21, 2011

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CITY CLERK
2011 MAR 21 P 3:26

Ms. Beverly Bridges
City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV
89101

Re: Appeal of Directors Decision – Sign Application – Project No. 182465-C-11

Dear Ms. Bridges:

Please consider this letter as a request for an appeal of the decision of the Director of Planning and Development to deny submittal of the captioned application to rebuild a billboard, located at 110 North Jones Boulevard. This approval to rebuild was sought through the Director's powers to approve the Building Permit administratively as outlined for off-premise signs in Title 19.14.100.F.1, through a Minor Site Development Plan Review process under Title 19.18.050(F).

A denial to further process this application was issued verbally by Planning staff, after consultation with senior departmental staff, at the Development Services Center front counter on Thursday, March 11, 2011. Our appeal of this decision is sought pursuant to Title 19.00.070(F).

The billboard in question was relocated to its present location in 2004 as a result of the US95 widening project. The subsequent installation of a sound wall along the highway reduced the visibility of the sign (which stood 50 feet above grade) from the highway.

Recently, the lessee of the sign, the Lamar Advertising Co., obtained a Demolition Permit from the City of Las Vegas to remove the sign. This Permit was not sanctioned in any way by the owner of the property and the existing Special Use Permit (SUP), which has been in place for many years. The lessee, acting without authorization or knowledge of the property owner, removed the above-ground portion of the sign from the site. It should be noted that this Permit is still open, yet we were denied the ability to complete our submittal, on the basis of this Demolition Permit, approved without the owner's consent. It should also be noted that over 30 feet of the existing sign structure remains in the ground, and therefore the sign has not been demolished, just damaged.

U-106-97 is the subject of an approved Required Review (RQR-28940) which is not scheduled for review until October 2, 2011. As a result, this Building Permit application was made in order to rebuild the off-premise sign (as defined in Title 19.20.020) as it was previously constructed, to make it more visible. This request is fully within the

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DIR-41270

scope of an Administrative Minor Site Development Plan Review. The only basis for the rejection of this request was the above-noted open Demolition Permit, which we contend was improperly issued, as it contained no written consent from the property owner.

City Council action on SUP-39432 and VAR-39433 did not take place until after the date of the Building Permit application, and cannot form part of any decision to reject this application.

Please advise me of the date this appeal will be considered by City Council, which by City Ordinance must be the next available meeting. Thank you for your assistance in this regard.

Sincerely,

Mr. Ray Koroghli
Oasis Las Vegas LLC
2711 Windmill Lane
Las Vegas, NV
89123

Mr. Richard Shade
Federal Heath Sign Co.
3900 W. Dewey Drive
Las Vegas, NV
89118

c. Mr. Flinn Fagg
Director (Acting)
Planning and Development Department
333 N. Rancho Drive
3rd Floor
Las Vegas, NV
89106

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MAR 22 2011

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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

March 23, 2011

Federal Health Sign Company, LLC
Attn: Kenneth Moultray
3900 Dewey Drive
Las Vegas, NV 89118

Re: Building Permit #182465

Dear Mr. Moultray:

On March 1, 2011, the City of Las Vegas Planning Department denied a Building Permit (#182465) for the proposed rebuilding of the 14-foot x 48-foot Off-Premise Sign located at 110 North Jones Boulevard. This denial is based on the following:

On October 1, 2008, the City Council of the City of Las Vegas approved a required review (RQR-28940) of the Special Use Permit (U-0107-96) which allowed an off-premise sign located at 110 North Jones Boulevard. Condition Number 6 of that approval stated that "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".

On February 16, 2011, the City of Las Vegas approved a Building Permit (#181582) for the demolition of the existing 50-foot Off-Premise Sign (Billboard) located at 110 North Jones Boulevard. Because this was a voluntary demolition, Special Use Permit U-0107-96 is considered to be expunged per Condition 6 of RQR-28940.

If you have any questions please feel free to contact me at (702) 229-5408.

Sincerely,

Doug Rankin, AICP
Planning Manager
City of Las Vegas

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 702.386.9108
www.lasvegasnevada.gov

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MAR 23 2011

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

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LOIS TARKANIAN
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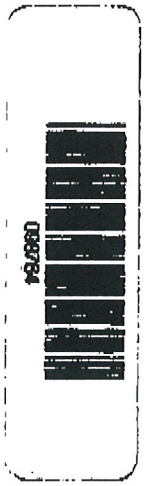
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

October 2, 2008

Mr. Ray Koroghli
Oasis Las Vegas, LLC
2711 Windmill Lane
Las Vegas, Nevada 89123

RE: RQR-28940 – REQUIRED REVIEW
CITY COUNCIL MEETING OF OCTOBER 1, 2008

Dear Mr. Koroghli:

The City Council at a regular meeting held October 1, 2008 APPROVED the Required Two-Year Review of an approved Special Use Permit (U-0107-96) FOR A 50-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE SIGN (BILLBOARD) at 110 North Jones Boulevard (APN 138-25-404-008), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on October 2, 2008. This approval is subject to:

Planning & Development

1. Conformance to the Conditions of Approval for Special Use Permit (U-0107-96) and Required Review (RQR-13987), 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 Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

4. Bird deterrent devices shall be installed on the sign within 30 days of final approval by the City of Las Vegas.

5. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

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MAR 23 2011

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6. 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.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

cc: Mr. Scott Naftzger
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

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MAR 23 2011

March 21, 2002

Yehuda Gat and Yehuda Levy
5228 South Procyon Street
Las Vegas, Nevada 89118

RE: U-0107-96(1) - REQUIRED FIVE YEAR REVIEW
CITY COUNCIL MEETING OF FEBRUARY 20, 2002

Dear Applicant:

The City Council at a regular meeting held February 20, 2002 APPROVED the Required Five Year Review of an Approved Special Use Permit WHICH ALLOWED A 14-FOOT BY 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN located at 110 North Jones Boulevard (APN: 138-25-404-003), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 21, 2002. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be reviewed in two (2) years at which time the City Council may require the off-premise advertising (billboard) sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.

2 If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19A including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19A has been approved for the new structure by the City Council.

3. The off-premise advertising (billboard) sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise advertising (billboard) sign.

Sincerely,

Doreen Araujo

DOREEN ARAUJO
DEPUTY CITY CLERK I for
BARBARA JO RONEMUS, CITY CLERK

See Attached List

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

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

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

DIR-41270

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Scott Naftzger
Lamar Outdoor Advertising
1863 Helm Drive
Las Vegas, Nevada 89119

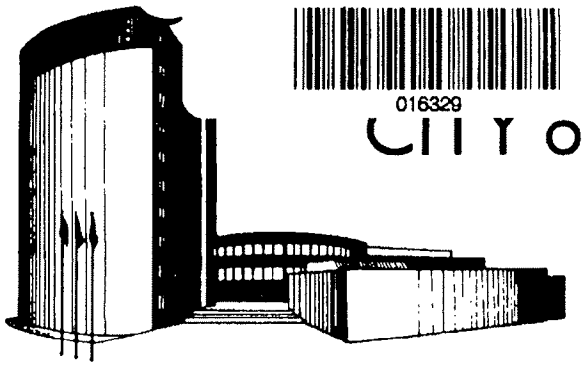
DIR-41270

17684

MAYOR
JAN LAVERTY JONES

COUNCILMEN
ARNIE ADAMSEN
MATTHEW Q. CALLISTER
MICHAEL J. MCDONALD
GARY REESE

CITY MANAGER
LARRY K. BARTON



CITY of LAS VEGAS

January 28, 1997

Mr. Meir Kattan
On Behalf of Revital Weingarten
15120 Sutton
Sherman Oaks, California 91403-4048

RE: U-107-96 - SPECIAL USE PERMIT

Dear Mr. Kattan:

The City Council at a regular meeting held January 22, 1997 APPROVED the request for a Special Use Permit on property located at 110 North Jones Boulevard for a 14 foot x 48 foot off-premise advertising (billboard) sign, C-1 (Limited Commercial) Zone, APN 138-25-404-003, subject to:

1. The Board shall hold a public hearing to review this use in five years and at that time may require the sign to be removed.

2. The applicant shall obtain an off-premise sign certificate from the Planning and Development Department.

3. This action does not constitute a waiver from the Nevada Department of Transportation off-premise sign control regulations or relief from the requirement of obtaining an NDOT building permit.

4. 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,

BARBARA JO RONEMUS
City Clerk

/cmp

cc: (See Attached)

400 E. STEWART AVENUE • LAS VEGAS, NEVADA 89101-2986
(702) 229-6011 (VOICE) • (702) 386-9108 (TDD)

CLV 7009
3810-015-6/95

DIR-41270

cc: Planning & Development Dept.
Dept. of Public Works
Dept. of Fire Services
Land Development Services

Revital Weingarten
110 North Jones Boulevard
Las Vegas, Nevada 89101

Mr. Hal Ober
3242 Brookfield Drive
Las Vegas, Nevada 89120

Mr. Paul Viczko
Volt Electric, Inc.
9245 West Craig Road
Las Vegas, Nevada 89129

Mr. Martin Kelly
American Outdoor Advertising
4180 Boulder Highway
Las Vegas, Nevada 89121

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 20, 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