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.

May 4, 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 BONNIE POLLEY, CHRIST EPISCOPAL CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF MUNICIPAL CLERKS WEEK
7. RECOGNITION OF HELLDORADO DAYS 2011
8. RECOGNITION OF THE NATIONAL MISSING CHILDREN'S DAY POSTER CONTEST WINNERS
9. RECOGNITION OF THE KEEP LAS VEGAS BEAUTIFUL ART CONTEST WINNERS
10. RECOGNITION OF DJs FOR PJs
11. RECOGNITION OF THE COLORS OF LUPIS GROUP

DRAFT

12. RECOGNITION OF THE UNLV COLLEGES OF ENGINEERING AND BUSINESS ADMINISTRATION SENIOR PROJECTS

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 April 6, 2011 and the Special City Council meeting of April 11, 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 an Interlocal Contract between the City of Las Vegas and the City of North Las Vegas to jointly fund a modification to the contract for a Service Sharing and Government Efficiency Study for the implementation phase - All Wards [NOTE: This item is related to Council Item 15]

BUILDING AND SAFETY - CONSENT

16. Approval of an encroachment request from Wat Lao Buddhamixay, owner (360 14th Street) - Ward 5 (Barlow)

17. Approval of a Sewer Connection Agreement with Margo Dronek-Pacey, owner and Interlocal Contract with Clark County Water Reclamation District (7265 North Torrey Pines Boulevard, APN 125-14-406-006) – County (near Ward 6 – Ross)

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

19. Approval of award of Modification No. 1 to Contract No. 110017-PH, Service Sharing and Government Efficiency Study - Office of Administrative Services - Award recommended to: MANAGEMENT PARTNERS, INC. (Not-to-Exceed $100,000 - General Fund) [NOTE: This item is related to Council Item 15]

20. Approval of award of Agreement No. 110172-DC, Construction Manager as Agent Agreement for Fire Station 106, located at 1888 Stella Lake Street - Department of Public Works - Award recommended to: CMWORKS, INC. ($271,300 - Fire Services Capital Projects Fund) - Ward 5 (Barlow)

PLANNING - BUSINESS SERVICES CONSENT

21. Approval of a Special Event Alcoholic Beverage License for R2K Enterprises, LLC, Location: R2K Studios, 1201 South Commerce Street, Dates: May 6, 20, June 3, 17 and July 1, 2011, Type: Special Event General, Event: First Friday/Photo Party Events, Responsible Person in Charge: Christopher Reabold - Ward 3 (Reese)

22. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the planning and fire codes for Ricardo's Mexican Restaurant, Location: Richard Harris Law Firm, 801 South 4th Street, Date: May 6, 2011, Type: Special Event General, Event: Spring Party, Responsible Person in Charge: Carlos Gomez - Ward 3 (Reese)

DRAFT

23. Approval of a Special Event Alcoholic Beverage License for Whirlygig, Inc./Cindy Funkhouser, Location: 1130 South Casino Center Boulevard, Dates: May 6, June 3 and July 1, 2011, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Richard Dominguez - Ward 3 (Reese)

24. Approval of a Special Event Alcoholic Beverage License for Whirlygig, Inc./Cindy Funkhouser, Location: 1228 South Casino Center Boulevard, Dates: May 6, June 3 and July 1, 2011, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Richard Dominguez - Ward 3 (Reese)

25. Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Bowin Associate, LLC, dba China Tango Bistro, 10300 West Charleston Boulevard, Suite 5, Enhua Chen, Mgr, 51% and Stephanie Chen, Mgr, 49% - Ward 2 (Wolfson)

26. Approval of a Change of Business Name for a Tavern License, Jillian's Management Company, Inc., dba From: Las Vegas Rocks Cafe, To: Jillians (Non-operational), 450 Fremont Street, Suite 130, Loraine Kusuhara, Pres, 100% - Ward 5 (Barlow)

27. Approval of an extension of a Temporary Pistol Permit License, Glocksvegas, Inc., dba Glockvector Industries, 10161 Park Run Drive, Suite 150, Phillip Stromer, Pres, 100% - Ward 2 (Wolfson)

28. Approval of an extension of a Temporary Restricted Gaming License, House of Vino, LLC, dba House of Vino, 8053 North Durango Drive, Suite 16, Matthew Ricciardella, Managing Mmbr, 50%; Sabah Boles, Managing Mmbr, 35%; and Jeremiah Boucher, Managing Mmbr, 15% - Ward 6 (Ross)

29. Approval of a Special Event Alcoholic Beverage License for California Hotel Restaurant and Cantina, Location: 1050 South Rampart Boulevard, Date: May 5 - 7, 2011, Type: Special Event General, Event: Grand Opening, Responsible Person in Charge: James Maddin

PUBLIC WORKS - CONSENT

30. Approval of Interlocal Agreement between the City of Las Vegas, City of Boulder City, City of Henderson, City of Mesquite, City of North Las Vegas, County of Clark and the Regional Transportation Commission of Southern Nevada (RTC) for the installation of bus stop signs, pavement legends and related transit signage – All Wards

31. Approval of Supplemental Interlocal Contract No. 2 (590b) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $7,250,000 for the Horse Drive Interchange at US-95 project - Ward 6 (Ross)

32. Approval of Supplemental Interlocal Contract No. 5 (537e) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding in the amount of $350,000 for the Cliff Shadows, Buckskin to Lone Mountain Road project - Ward 4 (Anthony)

33. Approval of Amendment No. 5 to the Grant and Cooperative Agreements (L04AC13847 and L06AC12980) between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date for the Bonanza Trail project funded under the Southern Nevada Public Lands Management Act (SNPLMA) – Ward 1, 4 and 5 (Tarkanian, Anthony and Barlow)

34. Approval of Amendment Number 1 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications (not to exceed $1,350 annually - Special Assessment Revolving Loan Fund) - All Wards

35. Approval of Rule 9 Line Extension Agreement No. 3240 between the City of Las Vegas and Nevada Power Company, a Nevada Corporation, dba NV Energy for the extension and alteration of existing power facilities with the bus turnout at Lamb Boulevard and Bonanza Road as part of the Bonanza Lamb northbound right turn lane project ($54,715 - Traffic Improvements Capital Project Fund) - Ward 3 (Reese)

36. Approval to submit Grant Project Agreement CFDA 20.219 to the State of Nevada Division of State Parks for funding of the City of Las Vegas Tenaya Way Trailhead project, as part of the Bonanza Trail system approved through the Nevada Recreational Trails Program (RTP), generally located on Tenaya Way, the north side of Summerlin Parkway and the west end of Bill Briare Park ($100,000 – RTP Grant) - Ward 1 (Tarkanian)

DRAFT

37. Approval of Supplemental Interlocal Contract No. 1 (675a) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase the funding for the engineering design for the Downtown Pedestrian and Bicycle Improvements Project ($350,000-RTC) – Wards 3 and 5 (Reese and Barlow)

38. Approval of Interlocal Contract 676 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to proceed with funding for the engineering design and right-of-way acquisitions for the Rancho Drive, US-95 to Ann Road Project ($4,550,000-RTC) – Wards 4, 5 and 6 (Anthony, Barlow and Ross)

RESOLUTIONS - CONSENT

39. R-18-2011 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards

40. R-19-2011 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

41. Report and possible action regarding the status of negotiations and concessions between the City of Las Vegas and its various bargaining units - All Wards

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

42. Discussion and possible action regarding the submittal of the City of Las Vegas 2011-2012 Action Plan that secures $9,735,739 in U.S. Department of Housing and Urban Development (HUD) and State of Nevada funds - All Wards

PLANNING - BUSINESS SERVICES DISCUSSION

43. ABEYANCE ITEM - 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)

44. Discussion and possible action regarding a review of conditions on a Temporary Tavern License, Paovis Enterprises Inc., dba Fongs Garden China Mex, 2021 East Charleston Boulevard, Mercy Mejia, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

45. Discussion and possible action regarding a new Temporary Massage Establishment License subject to the provisions of the planning and fire codes, Raymond Lam, dba Star Spa, 430 East Sahara Avenue, Raymond Lam, Owner, 100% - Ward 3 (Reese)

46. Discussion and possible action regarding an Appeal of Work Card Denial for Naseem Qasto, db at Stewart Market, 2021 Stewart Avenue - Ward 3 (Reese)

BOARDS & COMMISSIONS - DISCUSSION

47. BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – James Chachas, representing the Residential Construction Industry, Term Expiration 5-2-2011

48. Discussion and possible action regarding the creation of the Board of Appeals for the Department of Building and Safety

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

49. 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

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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.

50. 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

51. 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

52. 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

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.

53. Bill No. 2011-24 – Repeals outdated provisions of the Municipal Code relating to radio reception interference and shortwave receivers in vehicles. Proposed by: Bradford R. Jerbic, City Attorney

54. Bill No. 2011-25 – Authorizes building wrap signs within the Downtown Centennial Plan Overlay District, and establishes standards and procedures relating to such signs. Sponsored by: Mayor Oscar B. Goodman

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

55. 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

56. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 568 Bonita Avenue in the amount of $4,187.50 (General Fund) and assess a maximum of $33,050 in daily civil penalties. PROPERTY OWNER: DRU A HICKS – Ward 3 (Reese)

57. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1737 Canosa Avenue in the amount of $4,296.75 (General Fund) and assess a maximum of $31,550 in daily civil penalties. PROPERTY OWNER: JEFFREY TODD WILLIAMS - Ward 3 (Reese)

58. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1213 Sattes Street in the amount of $4,402.50 (General Fund) and assess a maximum of $35,050 in daily civil penalties. PROPERTY OWNER: MARTHA RUIZ - Ward 3 (Reese)

59. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1311 South 11th Street in the amount of $5,411 (General Fund) and assess a maximum of $33,550 in daily civil penalties. PROPERTY OWNER: ELVIA FELIX VARGAS - Ward 3 (Reese)

60. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1218 South 15th Street in the amount of $4,147.25 (General Fund) and assess a maximum of $21,550 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON TRS - Ward 3 (Reese)

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61. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 320 North 16th Street in the amount of $2,174 (General Fund) and assess a maximum of $27,050 in daily civil penalties. PROPERTY OWNER: JOHN A PEEL JR - Ward 3 (Reese)

62. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 304 Jackson Avenue in the amount of $3,532 (General Fund) and assess a maximum of $33,050 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O LINDEN PROPERTIES INC - Ward 5 (Barlow)

PLANNING

THE ITEMS LISTED BELOW, WHERE APPROPRIATE, HAVE BEEN REVIEWED BY THE VARIOUS CITY DEPARTMENTS RELATIVE TO REQUIREMENTS FOR STORM DRAINAGE AND FLOOD CONTROL, CONNECTION TO SANITARY SEWER, TRAFFIC CIRCULATION, AND BUILDING AND FIRE REGULATIONS. THEIR COMMENTS AND/OR RECOMMENDATIONS AND REQUIREMENTS HAVE BEEN INCORPORATED INTO THE ACTION.

PLANNING - CONSENT

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

63. EOT-41124 - EXTENSION OF TIME - VARIANCE - APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC - Request for an Extension of Time of a previously approved Variance (VAR-18820) TO ALLOW A 72-FOOT HIGH BUILDING WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), R-4 (High Density Residential) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

64. EOT-41125 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-18821) FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), R-4 (High Density Residential) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

65. EOT-41127 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18822) FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 213 CONDOMINIUM UNITS AND 29,717 SQUARE FEET OF COMMERCIAL SPACE on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), R-4 (High Density Residential) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

66. EOT-41170 - EXTENSION OF TIME - SEPCIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: THREE BS, INC. - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37377) FOR A 47 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 14,715 SQUARE-FOOT RETAIL ESTABLISHMENT at 8633 West Charleston Boulevard (APN 163-05-517-003), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

67. EOT-41238 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREENS CO. - OWNER: TATSUMI INTERNATIONAL LV CO, LTD - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37378) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,120 SQUARE-FOOT RETAIL ESTABLISHMENT WITH A WAIVER OF 400-FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK at 7599 West Lake Mead Boulevard (APN 138-22-316-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

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68. EOT-41276 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: ADSC, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37376) FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,070 SQUARE-FOOT RETAIL ESTABLISHMENT at 451 South Decatur Boulevard (APN 139-31-221-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PLANNING - DISCUSSION

69. 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.

70. EOT-41219 - EXTENSION OF TIME - NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: FREMONT PROPERTIES, LLC - Request for an Extension of Time of a Non-Conforming Use for a Tavern at 1930 Fremont Street (APN 139-35-803-005), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends DENIAL.

71. ZON-41006 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CHARLESTON RANCHO, LLC - Request for a Rezoning FROM: C-D (DESIGNED COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.72 acre at 2324 West Charleston Boulevard (APN 139-32-802-032), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

72. RQR-41070 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC. - Request for a Required Review of a previously approved Special Use Permit (SUP-11419) WHICH ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000-FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

SET DATE

73. 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

74. 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

75. 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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

SUBJECT:
INVOCATION – REVEREND BONNIE POLLEY, CHRIST EPISCOPAL CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF MUNICIPAL CLERKS WEEK

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF HELLDORADO DAYS 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE NATIONAL MISSING CHILDREN'S DAY POSTER CONTEST WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE KEEP LAS VEGAS BEAUTIFUL ART CONTEST WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF DJs FOR PJs

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE COLORS OF LUPIS GROUP

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE UNLV COLLEGES OF ENGINEERING AND BUSINESS ADMINISTRATION SENIOR PROJECTS

City of Las Vegas

Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 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: MAY 4, 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 April 6, 2011 and the Special City Council meeting of April 11, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: May 4, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval of an Interlocal Contract between the City of Las Vegas and the City of North Las Vegas to jointly fund a modification to the contract for a Service Sharing and Government Efficiency Study for the implementation phase - All Wards [NOTE: This item is related to Council Item 15]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Interlocal contract provides for the joint funding of the subject contract by the City of Las Vegas and the City of North Las Vegas. The Contract is scheduled for award on April 20, 2011 by the Las Vegas City Council for an amount not to exceed $100,000. The City of North Las Vegas will reimburse the City of Las Vegas 35% for its share of the contract costs.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract for a Service Sharing and Government Efficiency Study Strategic Implementation
2. Joint City of Las Vegas and City of North Las Vegas Council Meeting Minutes from February 16, 2011

INTERLOCAL CONTRACT FOR A SERVICE SHARING AND GOVERNMENT EFFICIENCY STUDY STRATEGIC IMPLEMENTATION

THIS INTERLOCAL CONTRACT made and entered into this _____ day of _____, 2011 by and between the City of Las Vegas, a municipal corporation hereinafter referred to as the "CITY" and the City of North Las Vegas, hereinafter referred to as "NLV."

WHEREAS, the CITY and NLV agreed to commence a cooperative effort to procure a Service Sharing and Government Efficiency Report from Management Partners; and

WHEREAS, the report was provided to both City Councils and all recommendations were accepted; and

WHEREAS, the City Council and the NLV Council directed staff at the February 16, 2011 Joint Council Meeting to continue working with Management Partners to further analyze recommendations made by Management Partners and implement recommendations where feasible; and

WHEREAS, the City Council of each jurisdiction unanimously approved the report and indicated a value in continuing to work with Management Partners to:

- Further develop and analyze the seven areas identified in the report; and
- Provide an implementation strategy that is acceptable to both parties; and
- Further investigate other areas identified in the report that will yield the best return for both cities and their respective constituencies.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and promises herein contained, it is mutually agreed to by and between each of the parties as follows:

1. Contract Award. The CITY shall award the contract for the procurement of a Service Integration Study and Implementation Plans to Management Partners, Inc. in an amount not to exceed $100,000 (the "Contract").

2. Contract Payment. The CITY shall pay Managements Partners, Inc. after they have fulfilled the obligations of the Contract within 30 days after receipt of invoice. NLV shall submit a check in the amount of Thirty-Five percent (35%) of the total value of the invoice submitted by Management Partners to the CITY no later than 15 days after the City has paid Management Partners.

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Council Action:

_____

CITY OF LAS VEGAS

By: _____
OSCAR B. GOODMAN, Mayor Date

Attest:

_____
BEVERLY K. BRIDGES, MMC Date
City Clerk

Approved as to Form and Legality:

Robert S. Sylvain 4-19-11
Robert S. Sylvain, Deputy City Attorney Date

Date of Council Action:

_____

CITY OF NORTH LAS VEGAS

By: _____
SHARI L. BUCK, Mayor Date

Attest:

_____
KAREN L. STORMS, CMC Date
City Clerk

Approved as to Form and Legality:

_____
Deputy City Attorney Date

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

AGENDA SUMMARY PAGE

SPECIAL CITY COUNCIL MEETING OF: FEBRUARY 16, 2011

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

SUBJECT:
Discussion and possible action on a Service Sharing and Governmental Efficiency Study with the City of Las Vegas and the City of North Las Vegas presented by Management Partners - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
In an effort to identify potential opportunities for efficiencies and service sharing between the cities of Las Vegas and North Las Vegas, the respective City Council's authorized an agreement with Management Partners to conduct a Service Sharing and Government Efficiency Study. Management Partners have completed a draft report documenting the results of their study and their recommendations are outlined in the report, as well as, included as part of a draft report and presentation attached to this item.

RECOMMENDATION:
Accept report with direction to staff

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Draft Report for Las Vegas/North Las Vegas Service Sharing
3. PowerPoint Presentation
4. Submitted at Meeting – PowerPoint Presentation with Revised Graphs

Motion made by GARY REESE to Approve with direction to staff as follows:

1. That Management Partners incorporate the direction given by both Councils into the final report; ensure service levels to respective citizens will not be reduced; taxpayers of one city cannot subsidize the taxpayers of the other city in keeping with the Public Purpose Doctrine and ensure cost recover of all marginal/incremental costs to joint service delivery.

2. Direct staff to work in collaboration with the staff of the City of North Las Vegas to negotiate

an amendment to the current professional services contract with Management Partners to further develop any necessary service sharing and cost/savings sharing agreements for the seven areas reported on today with an emphasis on purchasing, fire prevention and fire code enforcement, and information technologies. That staff bring back these agreements to each Council for consideration as they are completed along with an update on the overall progress.

3. That staff attempts to further investigate with help from Managements Partners, if possible, the other areas identified in the report that may also save funding, preserve service levels or improve efficiencies in service delivery to constituents.

4. Direct staff to continue to work with staff from the City of North Las Vegas on a seamless business license process between the two jurisdictions while keeping within the spirit of the AB 494 report to the legislature and the current direction set by the Southern Nevada Regional Planning Coalition (SNRPC) for a multijurisdictional licensing effort.

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1
RICKI Y. BARLOW, LOIS TARKANIAN, OSCAR B. GOODMAN, GARY REESE, STEVEN D. ROSS, STAVROS S. ANTHONY; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-STEVE WOLFSON)

Minutes:
MAYOR GOODMAN read the Purpose and Background hoping that strategic alliances could be forged between the two jurisdictions.

ACTING CITY MANAGER MARYANN USTICK, City of North Las Vegas, introduced ANDY BELKNAP and JAN PERKINS, Management Partners. Utilizing a PowerPoint Presentation, MR. BELKNAP indicated that the study's objective was to identify ways in which service sharing or integration between the cities of North Las Vegas and Las Vegas can reduce expenditures while maintaining quality service delivery. He referred to two graphs for the General Fund five-year history for North Las Vegas and the City of Las Vegas which show that revenue is below expenditures.

MS. PERKINS indicated that in October the Steering Committee, comprised of executive staff from both cities, provided important data to Management Partners. The executive staff was interviewed to identify areas of opportunity for service sharing between the two cities. The Steering Committee narrowed the list of 50 possible ideas to seven selected for focused assessment. To illustrate the concept of economies of scale, by sharing service demands, both cities can achieve lower unit costs than they could individually. However, there could also be some diseconomies of scale. She pointed out that sometimes costs do not decline when things increase, and sometimes cities can become less efficient.

The study found that opportunities exist for cost savings through service sharing. Further

analysis will be required to move to implementation. Service sharing is a major focus for numerous local governments, given the fiscal realities. Leadership for alternative service delivery is essential if change is to be made.

MR. BELKNAP reviewed the results of the analysis and noted that if the cities pursued all identified opportunities, annual savings could range from $4.2 million to $5.6 million. Opportunities exist, but it will not be easy; the two cities have different organizational cultures. He commended both cities for taking this initiative.

MAYOR BUCK appreciated MAYOR GOODMAN and CITY MANAGER FRETWELL for opening this dialogue.

MAYOR PRO TEM REESE was pleased to be present for this historic joint Council meeting and thanked Management Partners for their efforts. The consolidation of the Housing Authorities and the sharing of the animal shelter are working well. His concern is how service sharing will affect the older areas of his Ward. Since the increase in Safekey fees, many of the Safekey programs in his Ward closed while in other wards Safekey attendance has increased; an indication that older areas need help. He supports sharing purchasing and the detention center. Both cities need to work together to make sure sharing of services do not cause layoffs. He indicated that lights are being left on in parks, and he has lobbied legislators about installing cameras on traffic lights to deter speeders. Many issues need to be looked at in the future, such as the University of Las Vegas Nevada financial situation. Legislators need to see that both cities are working together to do what is best for the constituents.

MAYOR PRO TEM WILLIAM ROBINSON felt that sharing of services would have happened eventually. He believes in looking at what works best, and moving forward with caution to make sure each city gets their fair share.

COUNCILWOMAN TARKANIAN has been willing to share services with other entities for some time but it must be done carefully because the primary goal must be efficiency and effectiveness. Sharing services sometimes does not work and both cities must trust each other, not be territorial and must look at the entire community. She hopes this will be very successful.

COUNCILMAN ELIASON stated this is a great opportunity to start the dialogue between the two cities. He believes there are areas where services can be shared but the cities must move forward with caution.

COUNCILMAN ROSS felt this should have been done sooner because both cities share the same interests and businesses. He agrees about being prudent but there should be less worry about territory. The economy is forcing the sharing of services, and he believes both cities can be an example for other cities who share borders to work closer together.

COUNCILWOMAN WOOD thanked Management Partners for an excellent job and stated this

is not consolidation but sharing of services, to bring each city's strengths together and learn from those strengths. She fully supports this initiative that she believes has tremendous potential that will help both cities.

COUNCILMAN BARLOW pointed out he is not against consolidation if it removes redundancies. As leaders, the Council should open the lines of communication on how to restructure new communities and new cities. Areas such as business licensing, Information Technologies (IT), and parks would benefit from shared services. He referred to an item on the City of Las Vegas Council agenda where an applicant was not aware she was required to obtain a license from each jurisdiction. A citizen does not know where one city's boundary begins and ends. Moving forward, both cities need to concentrate on all residents who want the same quality of life. He was pleased with the presentation by Management Partners and thanked the Mayor and Council of North Las Vegas for allowing this discussion.

COUNCILMAN CHERCHIO stated this is a great opportunity, even during these difficult times. He agreed with COUNCILMAN ROSS that this should have been done a long time ago, but now both cities must look forward to see how to work cooperatively. Elected officials have an obligation to employees and the citizens. It is important to save money but more important to make decisions that ultimately will serve the entire community properly.

COUNCILMAN ANTHONY read a paragraph from the report and stated that "a moment of reckoning has arrived." Many cities are talking about this same issue but have not done anything about it. The City of Las Vegas and North Las Vegas are in a great place because the study has identified seven specific areas where services can ge shared. He is ready to take action and be a leader for other cities.

CITY MANAGER USTIK pointed out that additional analysis needs to be done but she believes the seven areas merit additional study. She suggested taking a harder look at IT and include other entities to look at ways to making business licensing more customer-friendly.

CITY MANAGER FRETWELL added that both organizations need to maintain quality service delivery, make sure that this partnership will not result in one government subsidizing the other, and that both cities stay true to the Public Purpose Doctrine. She pointed out there is still fine-tuning and updating that needs to be done. She recognized and thanked MICHELLE BAILEY-HEDGEPETH, North Las Vegas, BRIAN KNUDSEN, City of Las Vegas, who were the two points of contact for both organizations, supported by SAM CHAMBERS and DEPUTY CITY MANAGER ORLANDO SANCHEZ, AL NOYOLA and MARK VINCENT, Chief Financial Officer, and many other people who helped with the research. This is about culture change, adaptation and transparency; unique in bureaucracies. Both cities are ready and up for the challenge. She indicated that it would be helpful if both Councils direct staff if these areas are the right areas and what other areas they might want to explore.

MAYOR GOODMAN thanked everyone for being present and stated it is a wonderful feeling to

see the interest on the part of all constituency being represented partaking in these proceedings. He was pleased to hear that the dialogue will continue in a transparent manner where the public will have an opportunity to provide their input.

MAYOR BUCK acknowledged and welcomed COMMISSIONERS CHRIS GIUNCHIGLIANI and TOM COLLINS.

COUNCILMAN REESE asked that staff continue to keep both Councils informed about the study and legislature issues that might affect both cities.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of an encroachment request from Wat Lao Buddhamixay, owner (360 14th Street) - Ward 5 (Barlow)

Fiscal Impact

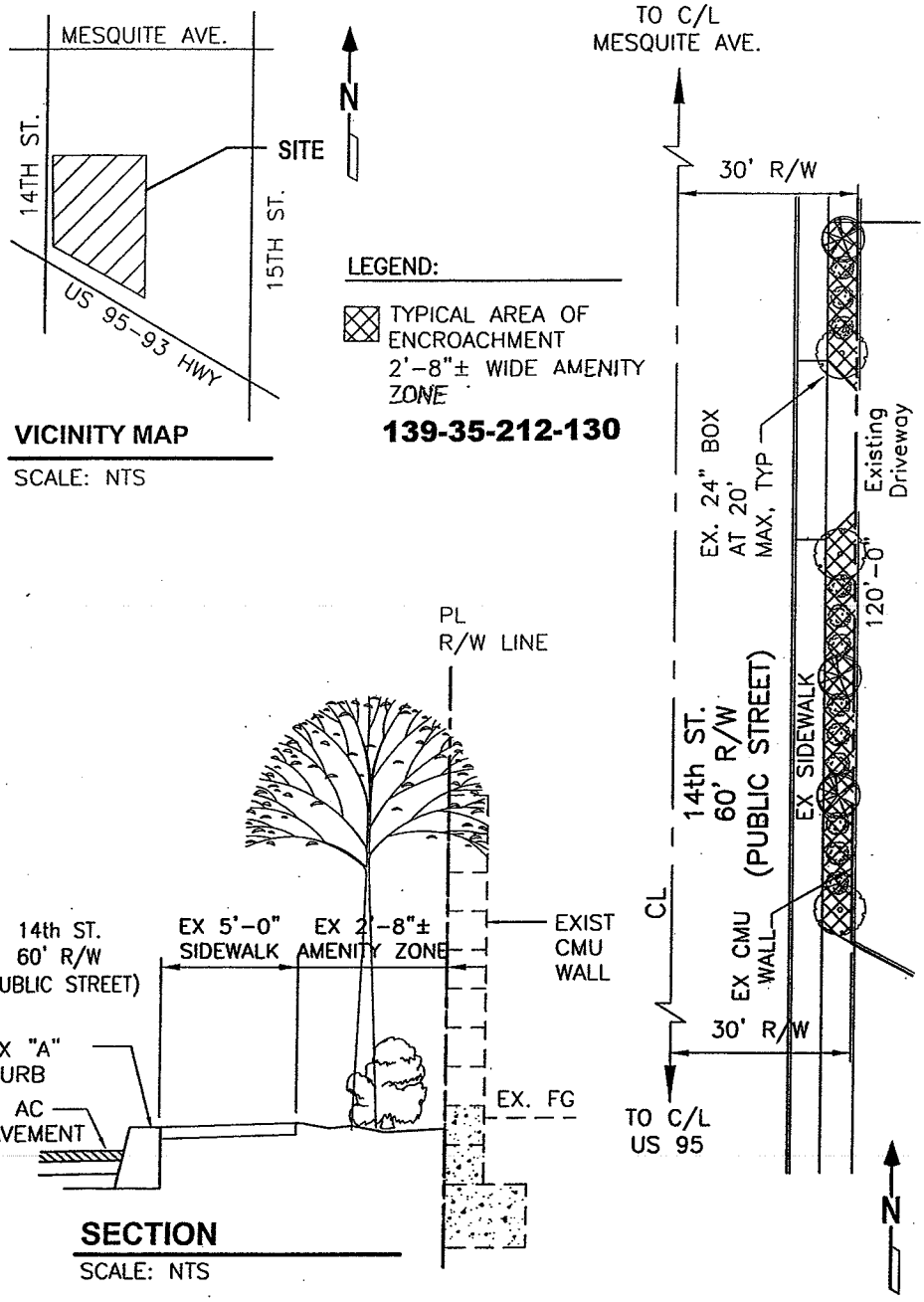
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**

Amount:
Funding Source:
Dept./Division:

PURPOSE/BACKGROUND:
This request is for landscaping in the amenity zone approximately 2 feet 6 inches wide and 120 feet in length on the east side of 14th Street between US 95-93 Highway and Mesquite Avenue consisting of trees, shrubs, ground cover and an irrigation system.

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

BACKUP DOCUMENTATION:
Copy of Encroachment Exhibit "A" (360 14th Street)



ENCROACHMENT EXHIBIT "A"

360 14th STREET

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of a Sewer Connection Agreement with Margo Dronek-Pacey, owner, and Interlocal Contract with Clark County Water Reclamation District (7265 North Torrey Pines Boulevard, APN 125-14-406-006) – County (near Ward 6 – Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is to connect an existing single family dwelling located at Torrey Pines Boulevard and Elkhorn Road. The owner proposes to connect to the existing 24 inch sewer in Torrey Pines Drive adjacent to the subject property to a depth and location acceptable to the City of Las Vegas Collection System Planning. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement".

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

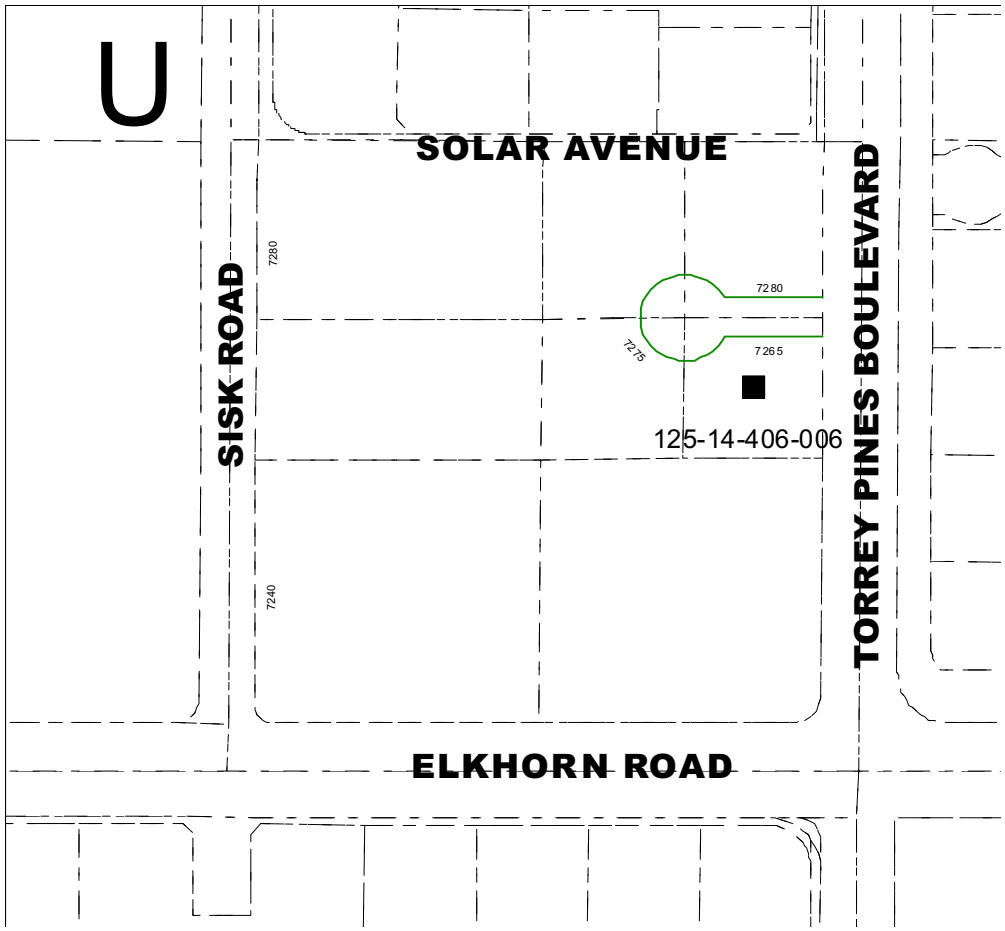
BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PUBLIC WORKS
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION WITH MARGO DRONEK-PACEY, OWNER AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT –, (7265 N. TORREY PINES BOULEVARD, APN 125-14-406-006)

VICINITY MAP



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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 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: $104,939,807.31
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 04/01/11 to - 04/15/11

City of Las Vegas

Summary of Cash Expenditures

For period of 04/01/11 to 04/15/11

Total Services & Materials Checks :	**$10,073,735.80**
Total Services & Materials EFT Payments :	**$5,231,365.45**
Total Wire Transfers:	**$83,408,656.12**
Total Payroll Checks:	**$6,226,049.94**
Grand Total:	**$104,939,807.31**

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 May 04, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of award of Modification No. 1 to Contract No. 110017-PH, Service Sharing and Government Efficiency Study - Office of Administrative Services - Award recommended to: MANAGEMENT PARTNERS, INC. (Not-to-Exceed $100,000 - General Fund) [NOTE: This item is related to Council Item 15]

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $100,000
Funding Source: General Fund
Dept./Division: Office of Administrative Services

PURPOSE/BACKGROUND:
On October 6, 2010 Council approved award of Contract No. 110017-PH to study service sharing and efficiency opportunities between the cities of Las Vegas and North Las Vegas. This modification adds scope and funding for Management Partners to provide assistance to both cities in planning implementation of seven recommended service sharing areas. North Las Vegas will be reimbursing the City $40,000 for its share of the contract costs.

PCC: P. Hoffman
POC: Gerald Newfarmer - (408) 437-5400

RECOMMENDATION:
That City Council approve Modification No. 1 to Contract No. 110017-PH, Service Sharing and Government Efficiency Study to Management Partners, Inc. in the not-to-exceed amount of $100,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 110017-PH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 1
SERVICE SHARING AND GOVERNMENT EFFICIENCY STUDY

THIS MODIFICATION No. 1 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 MANAGEMENT PARTNERS, INC. (hereinafter the "Company") having its principal office at 2107 North First Street, Suite 470, San Jose, California 95131.

The purpose of the Modification is to add scope of work and funding to the Contract.

The Contract between the City and the Company dated October 7, 2010 is hereby modified as follows:

1. Increase Contract Amount

REFERENCE: Section B-3 Prices/Costs

INCREASE: the total contract amount from $75,000.00 to $175,000.00.

ADD:

(b) The City will pay the Company for services described in Section C-4, Implementation Services, in an amount not to exceed $100,000.

The City will pay the Company a fixed hourly labor rate for actual time worked, in accordance with the rates outlined in section (a) above. The City will reimburse the Company for reasonable expenses incurred in the performance of Contract services, such as travel, printing and postage costs. The City will not reimburse expenses that are included in the Company's overhead accounts, in accordance with the Company's normal accounting practices. Other expenses specifically excluded from reimbursement are: incoming/outgoing faxes, office supplies, and expenses not solely for the benefit of the City (unless fairly and clearly apportioned). The Company will invoice reimbursable expenses at cost, with no mark-up. The Company will invoice for travel expenses in accordance with section (c) below.

(c) If travel is required in performance of services under this Contract, reasonable travel expenses will be paid. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at cost up to that currently authorized by the Internal Revenue Service on the day travel is completed. At the time of signing, rates are found in IRS publication 1542. This rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day expenses are paid. The Company shall coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve in writing any deviations to these procedures.

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

(e) On City approval of the Service Area Project Proposal (Proposal) as described in Section C-4, below, the Company may begin invoicing monthly for services described in the Proposal and actually performed during the preceding month. The Company may not invoice in excess of the guaranteed maximum price included as a part of the Proposal.

2. Additional Scope

REFERENCE: SECTION C – Statement of Work

ADD: **Section C-4, Implementation Services**

The Company shall develop, in collaboration with staff from both cities, detailed Implementation Action Plans for the following seven selected service sharing areas

1. Safekey before and after school program
2. Joint purchasing
3. Radio maintenance
4. Fire plan check and fire code enforcement
5. Traffic operations – traffic signals, street lighting and area lighting maintenance
6. Information technologies
7. Business licensing

Initial feasibility for these seven service sharing areas were established by the Preliminary Service Sharing and Government Efficiency Study, by the Company dated February 2011, and by a staff report prepared by local government entities in the summer of 2010. The Company's services shall include the development of an Implementation Action Plan for each service sharing area. To this end, the Company shall:

(a) At the request of the Project Manager, schedule one initial scoping meeting for each of the seven service sharing areas, to include a team of appropriate, knowledgeable individuals from both jurisdictions. During each initial scoping meeting, items to be decided shall include:

(i) desired outcome of the service integration,
(ii) issues of concern that must be addressed in implementation business planning,
(iii) barriers or impediments to implementation,
(iv) forces that will be helpful to implementation,
(v) key individuals inside and outside the two cities who should be involved,
(vi) a suggested process going forward,
(vii) a schedule for implementation planning, including key milestones, and
(viii) other issues pertaining to success of service integration implementation.

With the approval of the Project Manager, to be granted or withheld at the Project Manager's discretion, multiple scoping meetings may be scheduled on the same day or on consecutive days, to minimize travel on the part of the Company. The first scoping meeting (or meetings, if held on the same or consecutive days) shall be performed free of charge, to satisfy the requirements of Section C-1, Activity 6. The Company shall not invoice for travel costs for any scoping meeting.

(b) After each initial scoping meeting, write a Service Area Project Proposal (Proposal) for implementation planning. Each Proposal shall include:

(i) number of on-site meetings to be held,
(ii) further analysis needed,
(iii) work schedule,

(iv) other details necessary to provide an Implementation Action Plan, and
(v) a guaranteed maximum price for the service sharing area, including number of hours by classification to be expended and a cap for reimbursable expenses. Prices shall be as shown in Section B-3, Prices/Costs.

(c) Submit the Proposals to the Project Manager for review. The Project Manager may request changes and revisions as necessary. The Company shall revise the Proposal to incorporate the Project Manager's requested changes. The Project Manager shall issue a Notice to Proceed with services as described in the Proposal. The City shall incorporate each Proposal into the Contract by notification in accordance with Section D-1, Legal Notice.

(d) Facilitate the development of an Implementation Action Plan, in accordance with the approved Proposal, by working with individuals from both cities to collaborate in the achievement of all elements of the Proposal.

(e) For each service sharing area, the Company shall deliver one detailed Implementation Action Plan, which shall include a timeline, responsibilities and action steps for implementation. The Project Manager may request changes and revisions as necessary. The Company shall revise the Implementation Action Plan to incorporate the Project Manager's requested changes.

3. Additional Deliverables

REFERENCE: Section C-2 Deliverables

ADD:

(c) Service sharing area-specific Service Area Project Proposals, as described in Section C-4 (b), above.
(d) Service sharing area-specific Implementation Action Plans, as described in Section C-4 (e) above.

4. General.

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

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing & Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, CMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 4-6-11
Date

MANAGEMENT PARTNERS, INC.

GERALD NEWFARMER, President and CEO

"Company"

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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 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.

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, if any, between the City and the Contracting entity. Upon execution of such contract, 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, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity	Block 2 Description
Management Partners, Inc.	Subject Matter of Contract/
Name Mr. Gerald E. Newfarmer, President	SERVICE SHARING AND GOVERNMENT
Address 2107 N. First Street, Suite 407, San Jose, CA 95131	EFFICIENCY STUDY
Telephone 408-437-5400	
EIN or DUNS 31-1407585	RFP# 110017-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.	Gerald E. Newfarmer	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
2.	Andrew S. Belknap	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
3.	Amy Cohen Paul	2107 N. First Street, Suite 470 San Jose, CA 95131	408-437-5400
4.			
5.			

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.

Gerald E. Newfarmer
Name

9-3-2010
Date

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

Jeri L. Beckstedt
Notary Public

NOTARY PUBLIC STATE OF OHIO

JERI L. BECKSTEDT
Notary Public, State of Ohio
My Commission Expires
April 15, 2012

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of award of Agreement No. 110172-DC, Construction Manager as Agent Agreement for Fire Station 106, located at 1888 Stella Lake Street - Department of Public Works - Award recommended to: CMWORKS, INC. ($271,300 - Fire Services Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $271,300
Funding Source: Fire Services CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This agreement provides for full service construction management, inspection, material testing and review of plan drawings and specification for Fire Station 106. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(Professional Services).

PCC: D. Collins
POC: David Alexander - (702) 256-4335

RECOMMENDATION:
That City Council approve award of Agreement No. 110172-DC, Construction Manager as Agent Agreement for Fire Station 106 to CMWorks, Inc. in the amount of $271,300. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 110172-DC
2. Certificate - Disclosure of Ownership/Principals

CONSTRUCTION MANAGER AS AGENT AGREEMENT
FOR
FIRE STATION 106

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 **CMWORKS, INC.** (the "Consultant"), a **Corporation**, whose address is **6960 Smoke Ranch Road, Suite 110, Las Vegas, Nevada 89128-3204**.

WITNESSETH:

WHEREAS, the City intends to construct the **Fire Station** 106 (herein the "Project"); and

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

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

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

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

1.05 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, **Exhibit "F"** attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under

this Agreement. The services specified by this Agreement shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a

minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. 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.

1.1 ***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.

1.2 ***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.

1.3 ***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.

CITY OF LAS VEGAS

By_____
Kathleen C. Rainey, Manager
Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC Date
City Clerk

APPROVED AS TO FORM

_____ 4/5/11
Deputy City Attorney Date

CONSULTANT

By_____
David S. Alexander
CMWorks, Inc.

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 1: GENERAL

1.1 DESCRIPTION OF PROJECT

Project consists of a new two bay fire station and on site work with some off site work. Building consists of metal stud, concrete masonry units (CMU) and insulated concrete form walls with cast in place concrete. Steel roof framing with standing seam metal roofing, drywall interior finishes and exterior finishes are Insulation finish system (EIFS), Stone veneer and metal siding. Building is being built using the USGBC LEED silver rating.

1.2 CONDITIONS

1.2.1 "Contract Documents" as used herein refers to the documents referenced in the construction contract that describes the Contractor's scope of work. This may include, but is not limited to, drawings, specifications, general conditions, special provisions, reference standards, geotechnical data, surveys, reports, addenda, and change orders.

1.2.2 Consultant Proposals. If any Consultant proposal or other documents prepared by anyone other than the City is attached to this Agreement or included by reference, the terms of this Agreement shall govern any conflicts between the documents and this Agreement, and any such attachments or references shall only be utilized to compliment this Agreement in describing the detail of the scope of work described in this Agreement, except that the scope shall not be less than the requirements in this Agreement, to avoid rep-typing standard schedules of hourly rates for personnel, rates for material tests and additional services, and similar standard rate schedules. All other terms, conditions, and uses of any such attachments or references are to be ignored in connection with this Agreement, even if such attachments or references are signed by the parties to this Agreement.

1.2.3 Regulatory Authorities. The Consultant does hereby acknowledge, understand and agree that the City Engineer Division, acting as the City's representative for purposes of the Project, does not have 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 Departments of the City of Las Vegas, plus Clark County and other agencies. The City' 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 Division does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer Division. 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.

1.2.4 Certifications. To the extent certifications and special qualifications are required by regulatory authorities, laws, regulations, or this Agreement, the Consultant shall provide personnel with the proper credentials during the term of this Agreement. Should the Consultant or the Consultant's personnel be removed from qualification, certification, or otherwise be limited in their ability to perform their duties and responsibilities under this Agreement, the Consultant agrees to subcontract their responsibilities to a properly qualified and certified subconsultant at no additional cost to the City, who shall have the right to approve any such subconsultant prior to use.

1.3 REFERENCE STANDARDS

1.3.1 All Project work and services performed by the Consultant, Contractor, and others shall be in full compliance with applicable codes, ordinances, standards, and regulatory requirements.

1.3.2 The latest edition of the following reference materials, as applicable, shall be used as standards for inspection, coordination, project control, and other work performed under this Agreement:

1.3.2.1 Design and Construction Standards for Wastewater Collection Systems from Clark County Water Reclamation District (formally Clark County Sanitation District)

1.3.2.2 Nevada Department of Transportation (NDOT) references (most current editions):

- **1.3.2.2.1** Road Design Division Manual, Parts 1 & 2.
- **1.3.2.2.2** Standard Specifications for Road and Bridget Construction (NDOT Silver book).
- **1.3.2.2.3** Standard Plans for Road and Bridge Construction.
- **1.3.2.2.4** Standard Construction Plan Symbols and Design Layout and Drafting Methods
- **1.3.2.2.5** Bridge Design and Procedures Manual
- **1.3.2.2.6** Nevada Work Zone Traffic Control Handbook
- **1.3.2.2.7** Design and Construction Standards for Wastewater Collection

1.3.2.3 Manual on Uniform Traffic control Devices for Streets and Highways (MUTCD)
1.3.2.4 Traffic Control Devices Handbook
1.3.2.5 Roadside Design Guide
1.3.2.6 American Society for Testing and Materials (ASTM)
1.3.2.7 A Policy on Geometric Design and Highway and Streets (AASHTO)
1.3.2.8 Clark County Regional Flood Control District's Policies and Procedures.
1.3.2.9 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
1.3.2.10 Uniform Standards Plans and Specifications for Public Work's Construction Off-Site Improvements, Clark County Area (Standard Specifications)
1.3.2.11 American Concrete Institute (ACI)
1.3.2.12 The Asphalt Institute
1.3.2.13 Portland Cement Association (PCA)
1.3.2.14 City of Las Vegas Building Codes
1.3.2.15 International Building Code (IBC)
1.3.2.16 International Energy Conservation Code (IECC)
1.3.2.17 National Electric Code (NEC)
1.3.2.18 Southern Nevada Pool Code
1.3.2.19 Uniform Administrative Code
1.3.2.20 Uniform Mechanical Code (UMC)
1.3.2.21 Uniform Plumbing Code (UPC)
1.3.2.22 Uniform Fire Code, NFPA 1
1.3.2.23 City amendments to the above codes
1.3.2.24 City of Las Vegas Municipal Code Title 18 Subdivision Ordinances
1.3.2.25 City of Las Vegas Municipal Code Title 19 Zoning Code
1.3.2.26 Accessibility Laws, Codes, Standards, and Guidelines
1.3.2.26.1 Architectural Barriers Act
1.3.2.26.2 Rehabilitation Act
1.3.2.26.3 Americans with Disabilities Act (ADA)
1.3.2.26.4 Telecommunications Act (Section 255)
1.3.2.26.5 Rehabilitation Act Amendments
1.3.2.26.6 Access Board Guidelines
1.3.2.26.6.1 ADDAG (2004 or later) ADA-ABA Accessibility Guidelines
1.3.2.26.6.2 Recreation Facilities Guidelines
1.3.2.26.6.3 Outdoor Developed Area Guidelines
1.3.2.26.6.4 Play Area Guidelines
1.3.2.26.6.5 Building Elements Designed for Children's Use
1.3.2.26.6.6 State and Local Government Facilities
1.3.2.26.6.7 Public Right-of-Way Guidelines (Enforced by the USDOT Federal Highway Administration)
1.3.2.26.6.8 Electronic and Information Technology Accessibility Guidelines
1.3.2.26.7 ANSI 117.1
1.3.2.26.8 NRS 338.180.4 for building signage
1.3.2.26.9 NRS 484.408 and City Municipal Code for parking signage
1.3.2.27 Consumer Product Safety Commission Handbook for Public Playground Safety
1.3.2.28 Utility Company Design Standards
1.3.2.28.1 Las Vegas Valley Water District
1.3.2.28.2 NV Energy
1.3.2.28.3 CenturyLink
1.3.2.28.4 Cox Communications
1.3.2.28.5 Southwest Gas
1.3.2.28.6 Republic Service of Southern Nevada
1.3.2.29 Clark County Department of Air Quality and Environmental Management air quality regulations including Dust Control Permits and Supplemental Dust Control Permits, and Stationary Source Permits regulations for cooling towers, tanks, boilers including swimming pool heaters, gasoline pumps, and generators
1.3.2.30 Southern Nevada Health District design standards including food facilities, swimming pools, and underground tanks
1.3.2.31 Nevada Department of Environmental Protection regulations including General Discharge Permit for Oil/water Separators, National Pollutant Discharge Elimination Permit including construction dewatering, Construction Storm Water Permit, and Temporary Permit for Working in Waterways
1.3.2.32 Resources Conservation and Recovery Act (RCRA) regulations for hazardous waste disposal including mercury containing light bulbs, PCB ballasts, and lead paint

1.3.2.33 Toxic Substance Control Act (TSCA) regulations for asbestos containing materials

ARTICLE 2: THE CITY'S RESPONSIBILITIES

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

2.2 The City shall provide the Consultant with:

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

ARTICLE 3: THE CONSULTANT'S RESPONSIBILITIES

3.1 SCOPE OF SERVICES. The Consultant shall provide the following scope of services, as more fully described below:

3.1.1 CONSTRUCTION MANAGEMENT AS AGENT SERVICES
- **3.1.1.1** Pre-Construction Procedures
- **3.1.1.2** Construction Procedures
- **3.1.1.3** Close-Out Procedures

3.2 STAFFING REQUIREMENTS

3.2.1 The Consultant shall provide the following minimum personnel for the services to be performed under this Agreement. Reference the entire Agreement for additional staffing requirements.

3.2.2 Construction Manager. The Consultant shall provide a qualified Construction Manager to be in responsible control of the Project. The Construction Manager shall possess an active contractors, civil engineer, or architect license in the State of Nevada pursuant to NRS 624, 625 and 623, respectively. The Construction Manager shall have a minimum of four years of post-licensure/registration progressively responsible experience in managing and administering large construction projects, preferably on public sector construction projects of similar size and scope to the Project, and a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor.
3.2.2.1 Responsible control requires at least: a) weekly on-site field observations of the Project, b) supervision of staff's' work, and c) review of pertinent Project documents to ensure the success of the Project.

3.2.3 Construction Coordinator. The Consultant shall provide a qualified Construction Coordinator to oversee the daily construction administration, inspection and testing for the Project and to ensure timely submissions and processing of Project documents. The Construction Coordinator shall possess, at a minimum, a OSHA 30 hour Construction training course certificate from the U.S. Department of Labor and one of the following:
3.2.3.1 A four year college degree in architecture, construction management or engineering discipline; or
3.2.3.2 Possess a CCMA, PMI, or any nationally recognized construction management program certification in lieu of a four year college degree; or
3.2.3.3 An equivalent combination of relevant education, training and construction experience totaling ten years or more in construction project management under the supervision of a licensed contractor, civil engineer, or architect.

3.2.4 Construction Inspector. The Consultant shall provide a qualified Construction Inspector to perform inspections as necessary to ensure the Contractor work is in compliance with the Contract Documents. The Construction Inspector shall possess certification(s) in one or more of the following: NICET, ICC, ICBO, IAS or ACI Field Inspector or any national recognized inspection program, preferably in a specialty related to the scope of work of the Project, and a OSHA 10 hour Construction training course certificate from the U.S. Department of Labor.

3.2.5 Document Administrator. The Consultant shall provide an experienced Document Administrator or Inspector to assist the Construction Coordinator in preparing and maintaining all correspondence and documents (i.e. submittals, daily reports, requests for information, change orders, etc.) required by this Agreement. Reference the computer software requirements of this Exhibit for the technical skill requirements of this position.

3.2.6 Qualifications. The Consultant shall furnish a resume for each staff person assigned to the Project, including proof of licensure, registration, and /or certifications. In addition to the resume, the City may require references, request an in-person interview, or other means to confirm qualifications and experience of proposed Project staff. The determination of the qualification of proposed Project staff shall be at the sole discretion of the City. Any proposed Project staff that do not meet the aforementioned qualifications and experience requirements shall be promptly replaced with staff acceptable to the City.

3.2.7 Subconsultants. Services may be performed by subconsultants of the Consultant if the subconsultant is listed in **Exhibit "F"** Key Personnel List or approved in writing by the City prior to the subconsultant providing services. Otherwise all services will be performed by employees of the Consultant, who are approved in advance by the City. The City reserves the right to require the Consultant to replace any employee or subconsultant at any time for any reason.

3.3 EQUIPMENT REQUIREMENTS

3.3.1 Equipment. The Consultant shall provide all equipment needed to provide the scope of services and to ensure compliance with the Contract Documents including, but not limited to:

3.3.1.1 Vehicles as needed to travel the Project site and provide services, which shall be conspicuously marked so as to identify personnel of the Consultant for the benefit of the public.

3.3.1.2 A cellular telephone for each Consultant staff member assigned to the Project to facilitate communication with the City and the public.

3.3.1.3 Computer and communications systems required to manage the Project.

3.3.1.4 Surveying and GPS equipment, devices to measure lighting levels, coating thickness, material thickness gages, horizontal and vertical dimensions, slopes, flashlights, calculators, a level/transit, and camera.

3.3.1.5 Personal safety equipment for each Consultant staff member while on site including hard hats, safety vests, ear and eye protection, and safety shoes.

3.3.1.6 A library of reference standards applicable to the Project, see list above.

ARTICLE 4: CONSTRUCTION MANAGEMENT AS AGENT SERVICES - PRE-CONSTRUCTION PROCEDURES

4.1 DOCUMENT CONTROL

4.1.1 Document Setup & Review. The Consultant shall:

4.1.1.1 Provide a copy of their policy and procedure manual for construction management to the City for review and approval to use on the Project.

4.1.1.2 Setup the Expedition software, files, and forms in compliance with the City filing standards, enter in Expedition all initial available information, and provide copies of the completed information to the City Representative, including contact information of all Project participants and all Project correspondence received and generated.

4.1.1.3 Conduct a thorough review of the Project to determine all permits that are required for the Project and verify the permits have been obtained.

4.1.1.4 Perform a review of the Project documents and forward any review comments to the City Representative.

4.1.1.4.1 Documents. Minimum documents to review include, as applicable to the Project:

- **4.1.1.4.1.1** Construction Contract, Plans, General Conditions, Specifications, Special Provisions, and Addenda.
- **4.1.1.4.1.2** Geotechnical report and site survey.
- **4.1.1.4.1.3** Utility construction drawings including NV Energy, Phone, Cox Cable, SW Gas, and others.
- **4.1.1.4.1.4** LEED points to achieve for new building construction.
- **4.1.1.4.1.5** Hazardous material surveys, environmental phase 1 and 2 reports, and historical, paleontological, cultural, biological, endangered species surveys, if conducted.
- **4.1.1.4.1.6** Contractor's Dust Permit and Dust Mitigation Plan; Supplemental Dust Control Permit for demolition, relocation, or remodeling.
- **4.1.1.4.1.7** Contractor's Storm Water Permit and Storm Water Pollution Prevention Plan.
- **4.1.1.4.1.8** Contractor's Traffic Control Plan.
- **4.1.1.4.1.9** Contractor's trench safety plans and competent person submittal for OSHA compliance.
- **4.1.1.4.1.10** National Pollutant Discharge Elimination System Permit for groundwater discharge including construction dewatering (NPDES).
- **4.1.1.4.1.11** General Discharge Permit for Oil/Water Separators and Best Management Plan.
- **4.1.1.4.1.12** Air Pollution New or Modified Stationary Source Permit for cooling towers, boilers including swimming pool heaters, generators, gasoline distribution, and storage tanks.

4.1.1.4.2 Review. Minimum review of documents shall include:

- **4.1.1.4.2.1** A review for clarity, completeness, economic feasibility, buildability, errors and inconsistencies, omissions and missing information, inadequate detailing, dimensional accuracy and consistency, cross-references between various drawings and between drawings and specifications, and a cross-check between various design discipline drawings for conflicts.
- **4.1.1.4.2.2** A review of the contractual terms to determine the requirements for contract administration and enforcement.
- **4.1.1.4.2.3** A review of Performance Specifications for completeness, gaps in the scope of work, and the required coordination between trades.
- **4.1.1.4.2.4** A thorough comparison of the documents to the visual pre-construction site conditions including a review of the adjacent site conditions beyond that included in the documents.

4.1.1.4.2.5 A review of the Project site activities including such items as the construction limits and fencing locations, deliveries, traffic control, laydown and storage areas, field office and parking areas, temporary utilities, neighboring land interface, children's movement to and from the schools in the area, site security, safety, noise impacts, physical limitations for construction equipment and building components, drainage plan, and construction phasing.

4.1.1.4.2.6 A review of city furnished items for interface with the Contractor's work and schedule delivery.

4.1.1.4.2.7 A review of multiple owner construction contracts, if any, for coordination and interface.

4.1.1.4.2.8 Identification of activities that will benefit from pre-construction conference meetings and checklists such as major concrete pours and building roofing installations. Compile and distribute the list of required pre-construction conference meetings, and prepare checklists and meeting agendas for use in the meetings. Submit the Consultant's list of recommended pre-construction conference meetings to the City for approval.

4.1.1.4.2.9 A review of the common code complaint areas such as ADA slopes and electrical gear clearances.

4.1.2 Substitutions. The Consultant shall:

4.1.2.1 Receive all requests for substitutions from the Contractor and review them for Contract Document compliance, log them into Expedition, reject or forward them to the City Representative and designer for review and approval.

4.1.2.2 In the event Substitution Requests are submitted after the allowable time period, and the Contractor has not provided evidence that the product is no longer available through no fault of the Contractor, the Consultant shall forward a written notice of rejection to the City Representative for review and approval.

4.1.3 Contractor Submittals. The Consultant shall:

4.1.3.1 Prepare a master list of all contractually required submittals in Expedition and distribute copies.

4.1.4 Receive all Submittals from the Contractor and review each for Contract Doument compliance. In the event the submittal is received in a manner contrary to the Contract Documents, the Consultant shall forward a notice of rejection to the Contractor, designer and the City Representative for review and record. No disclaimers are allowed on any document submittals.

4.1.4.1 Generate a submittal log in Expedition showing each submittal, the date received, date forwarded to the designer, number of days with the designer, date returned, designer's response, and the date returned to Contractor.

4.1.4.2 All submittals that are received in accordance with the Contract Documents shall be logged into Expedition and forwarded to the designer for review and approval or rejection.

4.1.4.3 Re-Submittals shall be handled in the same manner as the original submittal.

4.1.4.4 Prepare a list of deferred submittals provided for in the Contract Documents. Require a schedule for these submittals from the Contractor and track each deferred submittal to insure the Contractor submits and receives approval so as not to impact the Project schedule.

4.2 PROJECT CONTROL

4.2.1 Meetings. The Consultant shall participate in preconstruction meetings, job conferences, public information meetings, and other related preconstruction meetings. Generate and distribute minutes of all such meetings.

4.2.1.1 Participate in an initial and periodic "Partnering Meetings" with the City and the Contractor for discussion of shared goals, processes, and procedures during the construction process, which shall be attended by a Consultant team member who has high-level decision-making authority, and require the same in all subconsultant contracts. Meeting dates, times, and place will be determined by the City.

4.2.2 Material Deliveries. The Consultant shall ensure that material deliveries match the approved submittals, and that material handling and storage complies with manufacturer's recommendations, industry practices, and the Contract Documents.

4.3 TIME AND BUDGET

4.3.1.1 Preliminary Project Schedule. The Consultant shall: 1) review in detail and report to the City Representative on the compliance with the Contract Documents of the Contractor's preliminary progress schedule, baseline schedule, and schedule reports, 2) ensure that the Contractor's baseline schedule adequately depicts all of the significant work activities with reasonable timelines, and 3) provide a written analysis report of the Contractor's baseline schedule.

4.3.2 Contractor Payment Format. The Consultant shall review the Contractor's payment request format, quantities, schedules, and line items for compliance with City requirements and the Contract Documents.

4.3.3 Project Status Reports. The Consultant shall review with the City the required format and schedule of the periodic Project status updates to be provided by the Consultant over the course of the work.

ARTICLE 5: CONSTRUCTION MANAGEMENT AS AGENT - CONSTRUCTION PROCEDURES

5.1 DOCUMENT CONTROL

5.1.1 The Consultant shall create and maintain in Expedition the daily reports, submittals, requests for information, field directives, construction change directives, change orders, correspondence, and any other documents generated. Logs shall show the date each document was received, the content of the document, the date forwarded to whom, the date returned, the number of days with the reviewer, the response, and the date returned to the Contractor.

5.1.2 The Consultant shall maintain a list of names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers of materials and equipment and provide an up-to-date list to the City Representative.

5.1.3 Prepare and maintain all documents required to meet regulations.

5.1.4 Use acid free paper for Project documents that will become the permanent record for the Project.

5.1.5 Daily Reports. The Consultant shall:

5.1.5.1 Be responsible for producing, in Expedition and separate from the Contractor's daily report requirement, a report for each day describing the events which took place, including any relevant conversations, construction conflicts and site meetings.

5.1.5.2 Ensure that the Contractor develops its own daily report and will obtain such reports for the Consultant field office and City record daily.

5.1.5.3 Ensure that the Consultant's and Contractor's daily reports include all of the items required in the Contract Documents, including:

5.1.5.3.1 Working and non-working hours on the Project site,

5.1.5.3.2 The weather conditions and possible weather related delays,

5.1.5.3.3 Name of contractors, suppliers and distributors on site and number of workers for each listed by skill level,

5.1.5.3.4 Deliveries made and the quantity of each delivery,

5.1.5.3.5 Equipment on site by model, and year if possible and whether it was active or idle,

5.1.5.3.6 Inspections and tests conducted and the amount of inspector time spent on site,

5.1.5.3.7 Construction activities conducted and work completed including daily quantities,

5.1.5.3.8 Traffic controls in place,

5.1.5.3.9 Description of any controversy and how or if the dispute was settled; any problems that may have delayed the progress and the reasons for the delay together with the amount of time, personnel and equipment that were idled due to the problem; dates relative to questions of extras or deletions,

5.1.5.3.10 Instructions given and received and how and to whom the instruction was transmitted (field directive, change order, etc.),

5.1.5.3.11 Any accidents on site and in the general vicinity; safety concerns and actions taken,

5.1.5.3.12 Full descriptions of any utility conflicts or hits encountered together with actions taken and resources idled.

5.1.5.4 Review the Contractor's daily reports and if the Consultant determines that any are inaccurate, incomplete or contain potential claim information, the Consultant shall generate a response, in Expedition, detailing any concerns and requested changes and shall forward these documents to the City Representative for review and approval.

5.1.6 As-Builts. The Consultant shall:

5.1.6.1 Maintain a complete set of as-built drawings and specifications for the Project, independent of the Contractor's as-builts.

5.1.6.2 Verify that the Contractor is maintaining as-built drawings and specifications in accordance with the Contract Documents.

5.1.7 Photographs. Provide daily photographic documentation of Project site, on CD ROM, prior to and during construction, and make special note of any pertinent situations.

5.1.8 Project Status Reporting. The Consultant shall:

5.1.9 Provide periodic project status updates in accordance with city management reporting frequencies and as instructed by the City Representative.

5.1.9.1 Prepare a monthly progress and summary report and submit it to the City with the Consultant's monthly invoice for services.

5.2 PROJECT CONTROL

5.2.1 The Consultant shall have a representative on-site at all times during construction activity to ensure that activities are performed in accordance with the Contract Documents.

5.2.2 Authority.

5.2.2.1 The Consultant has the authority to:

5.2.2.1.1 Issue Notices of Non-Compliance, after consultation with the City.

5.2.2.1.2 Reject delivered non-compliant materials.

5.2.2.1.3 Issue clarifications not resulting in cost, time or esthetic changes, after consultation with the City.

5.2.2.1.4 Issue Field Directives for emergencies and situations that require immediate response, after making every effort to immediately consult with the City about the directive.

5.2.2.2 The Consultant does not have the authority to:

5.2.2.2.1 Sign Construction Change Directives.

5.2.2.2.2 Sign Change Orders.
5.2.2.2.3 Sign the Certificate of Substantial Completion.
5.2.2.2.4 Revise the design or approve alternate materials.
5.2.2.2.5 Inspect any work other than that for which they are specifically certified.
5.2.2.2.6 Make public news releases or other information about the Project available to the public or news media.
5.2.2.2.7 Sign or initial any paperwork generated by the Contractor, including verifications of work completed or quantities removed or delivered. All such work verifications and other Contractor paperwork issues shall be noted in the Consultant's Daily Reports. The exception to this policy is the receipt of documents, samples, drawings, and similar items received from the Contractor, which may be signed for as received.

5.2.3 Meetings. The Consultant shall:
5.2.3.1 Organize and lead all progress and pre-placement meetings in accordance with the Contract Documents.
5.2.3.2 Record all meeting minutes in Expedition and distribute copies for review and approval, and make any reasonable and merited adjustments to the meeting minutes when requested.
5.2.3.3 Participate in periodic partnering meetings and draft minutes from such with copies forwarded to the City Representative for review and approval.

5.2.4 Coordination. The Consultant shall:
5.2.4.1 Coordinate with agencies and City staff on all aspects of the Project.
5.2.4.2 Keep agencies informed of the City's public information program.
5.2.4.3 Work with the City public information officer in coordinating groundbreaking and grand opening events, and emergency situations.
5.2.4.4 Work with homeowners, businesses and the public at large to resolve issues and provide updated information as required to give notice of upcoming work activity that may impact them.
5.2.4.5 Monitor any utility work required on the Project, maintain 24 hour phone numbers for utility company contacts, ensure that the proper notices to property owners have been delivered for shutdowns, and coordinate the work with the respective utility agencies and companies.
5.2.4.6 Coordinate the activities of any environmental monitoring required for the Project.
5.2.4.7 Work with the Contractor to resolve coordination issues.

5.2.5 Material Testing. The Consultant shall:
5.2.5.1 Assist in, be aware of the Contractor's schedule of, and note in the daily report on the Contractor's coordination with the on-site quality inspections, special inspections, and material testing services provided by the City's consultants.
5.2.5.2 Ensure that all testing required by the Contract Documents are conducted and the results are distributed.
5.2.5.3 Review and respond to all inspections and test results provided by the Contractor and forward copies of each to the City Representative and designer for review and approval.

5.2.6 Issues Management. The Consultant shall:
5.2.6.1 Track and analyze all Project issues, disputes, and claims. In Expedition link and attach all of the reference documents relating to each issue.
5.2.6.2 Identify and immediately notify the City Representative of any items that have the potential to result in additional project time or cost impact.
5.2.6.3 Consult with and advise the City as to possible change orders; prepare and issue change orders as requested by the City.
5.2.6.4 Report immediately to the City upon the occurrence of any accident or safety concern and document information observed and corrective actions taken. Prepare incident reports for all accidents, regardless of the parties involved.
5.2.6.5 Monitor the Contractor's compliance with any NPDES permits and applicable Best Management practices, issue Notices of Non-Compliance, and notify the applicable enforcement agency, as appropriate.
5.2.6.6 Monitor and respond to all traffic control issues.

5.2.7 Notices of Potential Claim. The Consultant shall:
5.2.7.1 Forward any and all Notices of Potential Claim to the City Representative for review and record.
5.2.7.2 Develop a summary of events and submit it with the Notices of Potential Claim.
5.2.7.3 Draft a response to any Notices of Potential Claim and forward to the City Representative for review and approval.
5.2.7.4 Report any verbal notices of claim to the City Representative and advise the Contractor that written notice is required by the Contract Documents. If written notice is not provided by the Contractor within 48 hours, issue a letter to the Contractor requesting the Contractor's position on the issue in writing.

5.2.8 Communication.
5.2.9 All construction communication between the Contractor's team and the City's team must be funneled to and conducted between the Consultant/City Representative and the Contractor's superintendent/project manager.
5.2.10 All directions to the Contractor shall be in writing except that verbal direction may be provided 1) when safety violations are observed which could threaten life or property, or 2) when a potential delay can be averted by directing the Contractor to proceed. Any verbal directions must be followed by written confirmation to the Contractor within 24 hours.

5.2.11 The Consultant shall not provide verbal interpretations of the technical portions of the drawings and specifications, but rather refer such questions to the designer or City Representative for an answer.
5.2.12 The Consultant shall note in its Daily Report any verbal or written instructions given or received.

5.3 INSPECTION

5.3.1 General. The Consultant shall:
5.3.1.1 Provide inspection of all construction to ensure conformance with the Contract Documents, including the following as applicable to the Project.
5.3.1.2 Verify that all materials match the approved submittals, upon delivery and prior to installation.
5.3.1.3 Verify that the construction matches the dimensions in the Contract Documents.
5.3.1.4 Request verification of the Contractor for any work that appears mislocated on the site either horizontally or vertically. Notify the City Representative if the Contractor does not satisfy the Consultant about the issue so additional surveying may be conducted.
5.3.1.5 Verify that all inspections for permits, code, regulations, and Contract Document compliance have been approved prior to the Contractor concealing any work. This includes, but is not limited to, inspections by agencies, utilities, Public Works, Building and Safety, and Special Inspectors.

5.3.2 Roadway. The Consultant shall ensure that:
5.3.2.1 Utilities are marked.
5.3.2.2 A licensed surveyor provides construction staking showing cut and fill elevations to subgrade and limits of roadway.
5.3.2.3 The Contractor provides someone to perform grade checking as they excavate or place borrow.
5.3.2.4 After Contractor's grade checker verifies the finished grade elevation for subgrade, a licensed Nevada surveyor provides hubs verifying the subgrade elevation at 50 foot intervals. At a minimum, the hubs are to be placed at the back of curb and roadway crown locations.
5.3.2.5 The City material testing consultant provides field density testing of the subgrade material for conformance to the Contract Documents.
5.3.2.6 The licensed surveyor provide hubs at 50 foot intervals after the Contractor completes the placement of aggregate base course material and has the grade checker verify the finished grade elevation. At a minimum the hubs are to be installed at the back of curb and roadway crown locations.
5.3.2.7 The field density testing of the aggregate base placement acceptable for grade and surface tolerances has been satisfactorily met.
5.3.2.8 The Contractor has approved submittals for aggregate base courses and geotech tile material, if applicable, prime and tack coat, and AC plant mix prior to Contractor placing material.
5.3.2.9 The Contractor place tack coat and prime coat, if applicable, prior to placing bituminous plant mix surfacing.
5.3.2.10 The proper AC mix is used and collect AC tickets while Contractor places AC plant mix.
5.3.2.11 The AC plant mix placement surface is compliant for required texture and tolerance.

5.3.3 Traffic Control. The Consultant shall:
5.3.3.1 Maintain copies of approved barricade plans and perform a daily traffic zone review for compliance.

5.3.4 Concrete Structures. The Consultant shall ensure that:
5.3.4.1 The Contractor submittals including mix designs have been approved prior to installation.
5.3.4.2 The Pre-placement Inspections have been completed including:
5.3.4.2.1 Lines and Grades including location, elevation, dimensions, shape, drainage, preparation of surface, and bearing.
5.3.4.2.2 Forms including specified type, location, dimensions, tolerances, alignment, stability, surface preparation, tightness, chamfer strips, inspection openings, cleanliness, temperature, and accessories.
5.3.4.2.3 Reinforcing Steel including size (diameter, length, bends, anchorage), grade, location (number of bars, spacing, cover), splices (overlap, mechanical splice, welded joint, welder qualifications and welder procedures), stability (wire ties, chairs, spacers), cleanliness (no loose rust, oil, paint, dried mortar, concrete), and protective coating.
5.3.4.2.4 Prestressing Steel (pre- and post-tensioned) including strand, wire, or bar placement, size, location, grade, anchorage, tensioning sequence, loading and elongation measurements, concrete stressing strength verification, cleanliness, condition of sheathing and protective coating, grouting of post-tensioned tendons, and sealing of the end anchors.
5.3.4.2.5 Embedments including location, size, and condition.
5.3.4.2.6 Blockouts including location, size, and condition.
5.3.4.3 The Placement Inspections have been completed including:
5.3.4.3.1 Conditions including coordination of concrete delivery, protection against sun, rain, hot, cold, lighting and power.
5.3.4.3.2 Field Tests of Concrete including use of specified mix, field water additions, slump (ASTM C143), temperature (maximum and minimum as specified), air content (pressure or volumetric, ASTM C231, C173), unit weight (ASTM C138), yield (ASTM C138), cylinder specimens (identification, mix, location, date), discharge of ready-mix concrete truckload before 300 revs or 90 minutes (ASTM C94), and initial curing of cylinder specimens, i.e. field curing (ASTM C31).
5.3.4.3.3 Conveyance of Concrete including nonreactive materials, prevention of segregation and loss of materials, prevention of contamination, condition of conveying equipment (smooth surfaces, no holes, cleanliness), and use of drop-chutes or funnel hoses to contain freefall.

5.3.4.3.4 Placement of Consolidation of Concrete including preparation of contact surfaces, ability of conveying method to place concrete in all areas of the placement, mortar bedding (use of starter mix), prevention of segregation (no chuting or dropping against forms or reinforcement), depth of layer (maximum limit), external vibration (spacing to prevent dead spots), internal vibration (depth of insertion, spacing, time, vertical insertion, no movement of concrete by vibration), even layering around openings and embedments, removal of bleed water, and removal of temporary ties and spacers.
5.3.4.3.5 The Post-Placement Inspections and Tests have been completed including:
5.3.4.3.6 Finishing, curing, and formwork and shore removal including specified finish, protection of surfaces from cracking due to rapid drying, proper curing temperature, form removal (field cured cylinder tests or other approved tests), curing compound (ASTM C309), and finish of formed surfaces (patching and repairs).
5.3.4.3.7 Shoring Removal including location, time of removal, and sequence of removal.
5.3.4.3.8 Tests of Hardened Concrete including curing of specimens (ASTM C31), preparation of concrete cores (ASTM C42), capping (ASTM C617), tests for compressive strength (ASTM C42), tests for split tensile strength (ASTM C496), air dry unit weight of lightweight concrete (ASTM C567), flexural strength (ASTM C293, ASTM C78), specific gravity, absorption, and voids (ASTM C642), first crack strength and toughness fiber reinforcing (ASTM C1018), and non destructive tests.

5.3.5 Underground Utilities. The Consultant shall ensure that:
5.3.5.1 The Contractor is notifying all utilities affected to have their underground utility lines and substructures marked prior to construction.
5.3.5.2 The Contractor is delivering and installing materials that match the approved submittals.
5.3.5.3 The Contractor has notified the City five days in advance of construction that he has reviewed the locations and potholed all existing underground utilities that may have a conflict with any portion of the work.
5.3.5.4 The Contractor has notified all affected property owners 48 hours in advance of any scheduled utility shutdowns.
5.3.5.5 The Contractor is in compliance with OSHA Construction Standards and the Contract Documents for trench safety and excavations. Consultant shall perform a daily review of any open trenching for compliance. The Consultant shall be thoroughly knowledgeable with OSHA Construction Standards 29 CFR Part 1926 Subpart P Excavations and the City's Safety Policy/Procedure for Excavations, and immediately notify the Contractor and City Representative of any safety concerns.

5.3.6 On-Site Construction. In addition to the code inspections being conducted by Building and Safety, Special Inspectors, and the City's traffic equipment field personnel for site electrical and streetlights, the Consultant shall ensure that the constructions is compliant with the Contract Documents, including:
5.3.6.1 Site Work including survey, rough grading, parking lot, lighting, walkways, landscape, irrigation, utilities, ADA accessibility, and site specialties.
5.3.6.2 Building Work including structural, mechanical, plumbing, electrical, fire sprinklers, communication systems, alarm systems, architectural finishes, ADA accessibility, and specialties.
5.3.6.3 At a minimum, verify and measure the following items, if specified:
5.3.6.3.1 Exterior concrete flatwork is at least ¼ inch below finished floor slab elevation.
5.3.6.3.2 Metal gauges of flashings, roofing, doors and frames.
5.3.6.3.3 Exterior metal surfaces are galvanized including hollow metal doors and frames.
5.3.6.3.4 Sheet metal backing is provided on sidewalls of exterior doorways.
5.3.6.3.5 Exterior door hardware is stainless steel.
5.3.6.3.6 Paint thicknesses and minimum number of coats.
5.3.6.3.7 Wood door tops and bottoms are painted.
5.3.6.3.8 Powder-coated painted surfaces are powder-coated.
5.3.6.3.9 Sidewalks not more than 5% and handicap parking spaces not more than 2% slopes.
5.3.6.3.10 Wheelchair space concrete slab area next to the end of benches is provided.
5.3.6.3.11 Five foot diameter clear space in every room for wheelchair turnaround.
5.3.6.3.12 Thresholds and storefront window sills are set in mastic.
5.3.6.3.13 That the roofing manufacturer's representative is present during installation and approves the installation.
5.3.6.3.14 Ceramic tile joints align with structural joints, with sealant and backer rod.
5.3.6.3.15 Six foot minimum clearance from top of totlot equipment to fabric shade.
5.3.6.3.16 Concrete slabs slope to drains. Slabs recessed for floor finishes.
5.3.6.3.17 THW cu wire is used for all exterior electrical.
5.3.6.3.18 Exterior light poles have oversized handholes per city standards.
5.3.6.3.19 Electrical clearances around installed gear meet code.
5.3.6.3.20 Electrical circuit, panel, and equipment labeling meets city standards.

5.3.7 Traffic Signals and Streetlights. The Consultant shall ensure that:
5.3.7.1 The construction is complete and accurate prior to the Contractor calling for inspection by the City's traffic equipment field personnel.
5.3.7.2 Recurrent problems are not occurring, including:
5.3.7.2.1 Foundations at the wrong elevation, location, orientation, or bolt size,
5.3.7.2.2 Pull box lids incorrectly marked, street lighting,

5.3.7.2.3 Items missing such as street name signs, block # signs, pole and arm caps, and video cameras,
5.3.7.2.4 Traffic signal heads loose or turned, and
5.3.7.2.5 Underground conduit size incorrect.
5.3.7.3 The Public Works construction services inspection checklist has been reviewed by the Consultant and Contractor prior to calling for inspection including:
5.3.7.3.1 Traffic Signal luminaries, poles, signal mast arm, luminare arm, signal head, opticom, pedestrian heads, J-boxes, push buttons, auto-scope, street name sign, pole base, pull boxes, inductive loops, wire and cabling, signal cabinet, crash caps, signage, and road markings.
5.3.7.3.2 Streetlight luminaries, poles, foundations, pull boxes, crash caps, conduits, and wire and splices.

5.4 TIME AND BUDGET

5.4.1 **Contractor Payments.** The Consultant shall:
5.4.1.1 Review all applications for payment to ensure that all invoices reflect actual work completed in accordance with the Contract Documents.
5.4.1.2 Verify that all submittals required from the Contractor with each Application for Payment are attached. Request any items from the Contractor that are required but have not been provided and hold application until all required items are provided.
5.4.1.3 In regard to each payment application, issue a recommendation (approval or denial) to the City Representative as to why. The City Representative will then have the responsible charge of either forwarding the application for payment or rejecting it accordingly.
5.4.1.4 Complete the City's standard pay request form and maintain a pay request funding source tally if requested by the City Representative.
5.4.1.5 Provide the written notice required by NRS 338.525 to the Contractor within 20 days for each payment that is less than the amount claimed by the Contractor, and deliver the notice to the Contractor in accordance with NRS 338.455.

5.4.2 **Prevailing Wage Records.** The Consultant shall:
5.4.2.1 Review the Contractor's monthly prevailing wage records for completeness and accuracy.
5.4.2.2 Notify the City Representative of any reported or discovered prevailing wage violations.
5.4.2.3 Forward all reviewed prevailing wage records to the City for archiving.

5.4.3 **Quantities.** The Consultant shall:
5.4.3.1 Monitor bid quantities for construction overruns and notify the City Representative if quantities are exceeding the bid amount.

5.4.4 **Change Orders.** The Consultant shall:
5.4.4.1 Create a Change Order Request (COR) log in Expedition; receive and log all Contractor submitted CORs.
5.4.4.2 Review all CORs and forward them to the City Representative and designer. The Consultant shall generate a summary of the events/circumstances surrounding the COR that includes the Consultant's recommendation regarding each matter.
5.4.4.3 Assist in the negotiations of Change Order pricing.
5.4.4.4 Draft rejections of CORs as deemed appropriate and forward them to the City Representative for review and approval.
5.4.4.5 Prepare the application form and present change orders before the City Change Order Committee for approval.
5.4.4.6 Coordinate and seek the signatures for approval from the City Representative, designer and Contractor for all approved change orders.
5.4.4.7 In the event a change is required but pricing is unable to be mutually agreed upon, the Consultant shall draft a Construction Change Directive to the Contractor and forward copies to the City Representative and designer for review and approval.
5.4.4.8 Track Construction Change Directive (force account) work in sufficient detail to properly evaluate the work effort for payment.

5.4.5 **Schedule Submittals.** The Consultant shall:
5.4.5.1 Monthly. Review the Contractor's monthly submitted updated schedules during the course of construction for slippage's, logic revisions, changes from previous schedules, incorporation of changed conditions, reasonableness, resource loading, and compliance with the Contract Documents.
5.4.5.2 Revised. Ensure that the Contractor submits revised schedules more frequently than monthly whenever conditions warrant or the Contract Documents require.
5.4.5.3 Recovery. When required by the Contract Documents or requested by the City Representative, require a recovery schedule from the Contractor that is acceptable to the City. Review, monitor, and advise the City on the revised schedule and the course of the recovery.

5.4.6 **Schedule Reporting.** The Consultant shall:
5.4.6.1 Report all schedule changes to the City within ten working days.
5.4.6.2 Generate a response to the Contractor, which either approves or rejects each Contractor's monthly progress schedule submittal.
5.4.6.3 Provide a monthly written analysis report of the Contractor's monthly update schedule to the City Representative for review and approval.

5.4.7 **As-built Schedule.** The Consultant shall maintain an as-built schedule on site and update it monthly to accurately represent completed work, plus the Contractor's latest schedule for future work. Provide these schedules to the City Representative each month.

ARTICLE 6: CONSTRUCTION MANAGEMENT AS AGENT - CLOSEOUT PROCEDURES

6.1 DOCUMENT CONTROL

6.1.1 General. Provide a complete record of Project documentation to the City Representative for Project closeout.

6.1.2 Equipment Verification. The Consultant shall:
6.1.2.1 Ensure that all equipment is demonstrated by the Contractor (to the City) to be operational in accordance with the Contract Documents.
6.1.2.2 Ensure that all related equipment manuals and warranties are accounted for and delivered to the City Representative.
6.1.2.3 Verify that all spare parts and materials are provided and accounted for in accordance with the Contract Doument requirements.

6.1.3 As-Builts. The Consultant shall:
6.1.3.1 Review the Contractor's as-built drawings and specifications for accuracy and completeness, compare to the Consultant's as-built set, and consolidate the variations into a single set of documents.
6.1.3.2 Verify that the Contractor has provided accurate monument pre-tie sheet and post-tie sheet information acceptable to the City Surveyor and include in the as-built set of documents.
6.1.3.3 Delivery the coordinated set of as-builts to the City Representative.

6.1.4 Final Report and Delivery of Project Documentation. The Consultant shall:
6.1.4.1 Prepare a final Project summary report.
6.1.4.2 Complete the City's Contractor evaluation form.
6.1.4.3 Deliver all electronic and Expedition files on computer disk (DVD) and hard copy. See Exhibit "B".
6.1.4.4 Place and label Project files in standard stackable cardboard file storage boxes 12x15x10 with lids.
6.1.4.5 Deliver to the City Representative the complete Project record within 30 days of final payment to the Contractor.
6.1.4.6 Maintain copies of Project files for three years.

6.2 PROJECT CONTROL AND INSPECTION

6.2.1 Punchlists and Substantial Completion. The Consultant shall:
6.2.1.1 Upon receiving a Notice of Substantial Completion request from the Contractor, the Consultant shall coordinate and participate in the walk through with the City Representative, designer, and Contractor.
6.2.1.2 For projects with permits issued by Building and Safety, collect from the Contractor and forward the Certificate of Occupancy to the City Representative and file a copy in the Project records. The Certificate of Occupancy is a minimum prerequisite to requesting the Substantial Completion walk through.
6.2.1.3 Develop in Expedition a punchlist generated from the walk through and forward it to the City Representative and designer for review and approval prior to forwarding to the Contractor.
6.2.1.4 Upon a finding by the City Representative that the Project is Substantially Complete, the Consultant shall prepare in Expedition and issue a Certificate of Substantial Completion for signature by the City Representative and designer. Forward fully signed copies to the City Representative and designer for record.
6.2.1.5 Observe and verify that all punchlist items are completed in accordance with the Contract Documents.
6.2.1.6 Upon proper completion of the punchlist items, the Consultant shall ensure that the City Representative is properly and promptly notified to allow for Contractor payment.
6.2.1.7 If requested by the City Representative, assist the facility occupants in coordinating their move in, re-keying, utility services and building system maintenance and security contracts.

6.3 TIME AND BUDGET

6.4 Claims. The Consultant shall evaluate outstanding claims by the Contractor and others and make recommendations concerning each to the City, and work with the City to resolve each.

6.5 Permits. The Consultant shall verify that all permits issued have been completed, signed off by all parties, and filed with the issuing agency; assist the City and Contractor in closing open permits as needed. This includes, but is not limited to, City of Las Vegas, Clark County, Clark County Department of Air Quality and Environmental Management, Southern Nevada Health District, Nevada Division of Protection, Nevada Department of Transportation, and Federal NEPA permits.

6.6 Final Quantities. The Consultant shall determine the final quantities for unit price items and forward a summary to the City Representative for review and record.

6.7 Withholding. The Consultant shall determine the proper amounts to withhold for improper, defective, incomplete, and other punch list work and notify the Contractor in accordance with NRS 338.525 and 338.455. Immediately notify the City Representative when withheld work is satisfactorily completed so payment can be made within 30 days as required by NRS 338.525.

6.8 Liquidated Damages. The Consultant shall determine the amount to subtract from the Contract Amount for Liquidated Damages due to late Project completion and other items contained in the Contract Documents and advise the City Representative, including the following as applicable:

6.8.1 On-Site Work:

6.8.1.1 Section 01700, Work Required Complete Prior to Substantial Completion

6.8.1.2 Section 01700, Punchlist Completion

6.8.2 Right-of-Way Work:

6.8.2.1 Section 108, Punchlist Completion

6.8.2.2 Section 624, Traffic Control Plan Deficiency - Maintenance

6.8.2.3 Section 624, Traffic Control Plan Deficiency - Safety

6.8.2.4 Section 623, LVACTS/FAST Cable Damages

6.8.2.5 Final Payment. The Consultant shall:

6.8.2.6 Collect the required affidavits and related documents required to accompany the final payment and forward them to the City Representative including for all projects:

6.8.2.6.1 Certificate of Substantial Completion

6.8.2.6.2 Consent of Surety to Final Payment

6.8.2.6.3 Consent of Surety and Increase of Penalty

6.8.2.6.4 Affidavit of Payment of Debt and Claims

6.8.2.7 And for particular projects as applicable:

6.8.2.7.1 Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.

6.8.2.7.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.

6.8.2.7.3 State Engineer Dam Safety Permission to Impound submittal package.

6.8.2.8 Review the Final Payment request for the proper accounting of all change orders, modifications, final quantity reconciliation, permanent withholding, liquidated damages, and other adjustments made to the Contract Sum over the course of the Project.

6.8.2.9 Obtain the Final Payment approval from the City Representative.

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 1: GENERAL

1.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant shall provide the following minimum submittals and deliverables for the Project, delivered to the City unless noted otherwise, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service. Reference the entire Agreement and other Exhibits for additional Consultant submittals, and documents to be forwarded from the Contractor.

1.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

1.3 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.

ARTICLE 2: PRE-CONSTRUCTION

2.1 The Consultant shall provide the following:

2.1.1 Resumes for each staff person assigned to the Project for City approval.

2.1.2 Consultant's policy and procedure manual for construction management for City approval.

2.1.3 Project participant contact list including names, addresses, and emergency telephone numbers of all contractors, subcontractors, agencies, and major suppliers.

2.1.4 The Consultant's list of recommended pre-construction conference meetings to the City for approval (concrete pours, roofing, etc.).

2.1.5 List of deferred submittals.

ARTICLE 3: CONSTRUCTION PHASE – MONTHLY INVOICES

3.1 **Consultant's Invoice.** Together with the Consultant's monthly invoice for services, provide copies of the following documents for the period covered by the invoice:

3.1.1 A narrative report of the monthly activities and progress.

3.1.2 Consultant's daily photographs of construction activities.

3.1.3 Consultant's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

3.2 **Contractor's Payment Request.** Together with forwarding the Contractor's monthly payment request, provide copies of the following documents for the period covered:

3.2.1 Prevailing wage records.

3.2.2 Contractor's photographs of construction activities.

3.2.3 Contractor's current As-Built Schedule of construction progress and future construction schedule, in both paper and Microsoft Project, P6 or approved equal electronic file format.

3.2.4 Consultant's monthly written analysis report of the Contractor's monthly update schedule.

ARTICLE 4: CLOSE-OUT PHASE – FINAL PAYMENT

4.1 **Consultant's Invoice.** Together with the Consultant's invoice for final payment, or upon termination of this Agreement for any reason, provide:

4.1.1 Report. A final Project summary report.

4.1.2 Daily Reports. The Consultant's Daily Reports, with original signature of the Consultant.

4.1.3 Photographs. The Consultant's daily photographs, labeled and dated.

4.1.4 As-Builts. The coordinated as-built set of drawings and specifications that contains both the Contractor's and Consultant's markups over the course of the Project, including monument tie information.

4.1.5 Electronic Files. Provide a complete and organized record of the Project documentation on labeled DVDs including but not limited to: final as-built drawings, Expedition software generated reports and documents, emails, certified payrolls, payment requests, submittals, shop drawings, test results, delivery tickets, warranties, operating instructions, and close-out manuals.

4.1.5.1 Provide electronic files in the original software format (MS Word, Excel, etc.).

4.1.5.2 Provide pdf or tif electronic files of all fully executed signature documents.

4.1.5.3 Provide electronic copies of all Paper Files referenced in the following paragraph.

4.1.6 Paper Files. All original documents relating to the Project produced during the term of this Agreement, organized and labeled in standard stackable cardboard file storage boxes 12x15x10 with lids.

4.1.7 Evaluation Form. The completed City's Contractor evaluation form.

4.2 **Contractor's Final Payment Request.** Together with forwarding the Contractor's final payment request, provide copies of the following documents:

4.2.1 Certificate of Substantial Completion

4.2.2 Consent of Surety to Final Payment

4.2.3 Consent of Surety and Increase of Penalty

4.2.4 Affidavit of Payment of Debt and Claims

4.3 And for particular projects as applicable:

4.3.1 Building and Safety: Final Grading Report, Pad Certification, Finish Floor Elevation Certificate, and Drainage Compliance Report.

4.3.2 Offsite Inspection: R-Value Verification Report, Select Backfill Letter, and Final Grading Report.

4.3.3 State Engineer Dam Safety Permission to Impound submittal package.

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 1: GENERAL

1.1 For the services set forth in **Exhibit "A"** (Scope of Services), the Consultant's work begins upon written notice to proceed from the City. The Consultant's site mobilization shall be performed upon written notification by the City. Services shall be performed by the Consultant in an expeditious manner so as to not delay the progress of the Project, and in accordance with the time requirements described elsewhere in this Agreement.

1.1.1 The Scope of Service and compensation set forth in this Agreement are based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 2: LATE AND EARLY COMPLETION

2.1 The anticipated construction start date of the Project will be after the Notice to Proceed is issued with an anticipated construction term of 280 calendar days for the Contractor to achieve Substantial Completion of the Project.

2.2 If the Project is suspended or terminated, or the anticipated construction schedule is reduced, the Consultant shall be paid for the services provided to the date of suspension or termination or the services provided within the reduced schedule in accordance with this Agreement.

2.3 If the anticipated construction schedule is exceeded, the Consultant's compensation may continue to be paid from the Total Not-to-Exceed Cost for Basic Services in **Exhibit "D"** (Fee Breakdown) until this amount has been expended, and if authorized by the City Representative, additionally may be paid from the Total Not-to-Exceed Cost of the Additional Services Allowance in **Exhibit "D"** in accordance with the rates in **Exhibit "E"** (Additional Compensation).

2.4 The City reserves the right to adjust the Consultant services to be provided over the course of the Project, which may include the elimination of the Consultant's role in the Project at any time and for any reason.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 1: TOTAL COMPENSATION

1.1 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 **271,300**. This amount is comprised of the parts described in this **Exhibit "D"** (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON HOURLY RATES AND ADDITIONAL SERVICES RATES WITH A TOTAL NOT-TO-EXCEED COST

401.1 For the services set forth in **Exhibit "A"** (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant Hourly Rates and Additional Services Rates established in **Exhibit "E"** (Additional Compensation) based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Agreement **Exhibit "A"** (Scope of Services) as directed by the City Representative. Payment shall be made pursuant to monthly invoices submitted in accordance with this Agreement.

CONSTRUCTION MANAGEMENT AS AGENT SERVICES		REMARKS
TOTAL NOT-TO-EXCEED COST	$246,460	

401.2 The following Basic Services Worksheet **Exhibit D-1** table(s) shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel and the monthly cost of authorized services and facilities based on the Additional Services Rates established in **Exhibit "E"** over the course of the Project and, although this table represents the basis for how the Total Not-to-Exceed Cost for Basic Services was established, it is not a part of this Agreement and not to be used as the basis for payment. The personnel, hours, facilities, assets, and other services provided will be adjusted over the course of the Project at the direction of the City Representative, with the Consultant earning payment for only those hours and services performed and facilities provided in accordance with this Agreement. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Agreement to the extent they are applicable, or otherwise negotiated prior to performance.

401.1 The City Representative shall have the authority to make work scope adjustments within the Basic Services Not-to-Exceed Cost 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.

401.2 An increase to the Total Not-to-Exceed Cost for Basic Services may only be authorized by written amendment to this Agreement.

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) as Basic Services, or services that are required after the Total Not-To-Exceed Cost for Basic Services has been expended.

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	$24,840.	For Additional Services required by an unexpected event or condition, a need to increase management oversight, a construction schedule extension, Consultant overtime costs, additional subconsultants, and other project management activities.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 2: CONSULTANT HOURLY RATES

2.1 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 (see Exhibit "F" Key Personnel for personnel names)	**RATE**	**UNIT**
Responsible In-Charge Person	$155	Per Hour
Construction Manager	$155	Per Hour
Construction Coordinator	$135	Per Hour
Construction Inspector	$0	Per Hour
Document Administrator	$70	Per Hour
Material Testing Technician	$0	Per Hour
Survey Crew (2 person)	$0	Per Hour
Tortoise/Owl Monitoring	$0	Per Hour
Paleontological Monitoring	$0	Per Hour

ARTICLE 3: ADDITIONAL SERVICES RATES

3.1 The cost of the following services and facilities has been negotiated as of the date of this Agreement.

SERVICES and FACILITIES	**FIXED FEE**
Field Office as described in **Exhibit "A"** (in addition to that being provided by the Contractor)	$0 Per Month or pro-rata share thereof
Mobilization / Demobilization	$0 Lump Sum

3.2 The cost of the following testing and laboratory services has been negotiated as of the date of this Agreement.

TESTING and LABORATORY SERVICES	FIXED FEE Per TEST
M/D Relationship	$0
Sieve Analysis	$0
Plastic Limits	$0
Percentage Wear	$0
R-Value	$0
Fractured Faces	$0
Sand Equivalent	$0
Extraction Gradation	$0
Moisture Content	$0
Theoretical Max SpG	$0
Bulk SpG-Compacted Mix (2)	$0
Marshall-Stability and Flow (2)	$0
Retained Tensile Strength (3)	$0
Bulk SpG-Cores (2)	$0
Concrete Compressive Strength (4)	$0
Concrete Compressive Strength (6)	$0
Rip-Rap SpG	$0
Rip-Rap Percentage Wear	$0

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

ARTICLE 4: REIMBURSABLE EXPENSES

4.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Agreement.

4.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant at the actual direct costs incurred by the Consultant. No multiplier will be allowed on reimbursable expenses.

4.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Agreement, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Agreement.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 1: CITY PERSONNEL

1.1 CITY REPRESENTATIVE: John O'Connell, P.E.

ARTICLE 2: CONSULTANT'S PROJECT STAFF

2.1 The following personnel will be assigned by to work on the Project. Any changes require City approval.

2.1.1 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): David S. Alexander

2.1.2 CONSTRUCTION COORDINATOR: Troy Westover
2.1.3 CONSTRUCTION INSPECTOR:
2.1.4 DOCUMENT ADMINISTRATOR:
2.1.5 OTHER PERSONNEL: TBD

2.1.6 RESPONSIBLE IN CHARGE PERSON (Mandatory under NRS 338 Construction Manager as Agent, who may also be one of the above staff)
List name of individual Architect, individual Engineer, or Contractor company name as licensed:
List Architect, Engineer, or Contractor license number:

ARTICLE 3: CONSULTANT'S SUBCONSULTANTS

The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes require City approval. All work will be performed by the Consultant's employees or the following subconsultants:

3.1.1 MATERIAL TESTING:

3.1.2 ENVIRONMENTAL MONITORING:

3.1.3 CIVIL ENGINEER:

3.1.4 STRUCTURAL ENGINEER:

3.1.5 MECHANICAL ENGINEER:

3.1.6 ELECTRICAL ENGINEER:

3.1.7 LANDSCAPE DESIGN:

3.1.8 COST ESTIMATOR:

3.1.9 GEOTECHNICAL ENGINEER:

3.1.10 LAND SURVEYOR:

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1 Contracting Entity	Block 2 Description
CMWorks, Inc.	CLV Fire Station 106
Address: 6960 Smoke Ranch Road, Ste. 110, Las Vegas, NV 89128	
Telephone: 702-256-4665	
EIN: 83-0446422	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.	Attached List		

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: Disclosure of Principals
Date of Attached Document: 3/02/2011
Number of Pages: 1

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

KIM M. WEBB
Notary Public State of Nevada
No. 93-3222-1
My appt. exp. Apr. 12, 2013

Name

3-2-11
Date

Subscribed and sworn to before me this 2nd day of March, 2011

Notary Public

DISCLOSURE OF PRINCIPALS 3/2/1011

Name	% of Ownership
Larry V. Carroll, PE - Vice President	4.92%
Michael B. Holloway, PE, PhD - Secretary	2.35%
David S. Alexander, PE, CCM, NAQTC, President	1.04%
Jack A. Jones, PE - Treasurer	4.92%
Charlene M. Kerr, AICP	4.92%
Michael Atherine, Jr. PE	4.55%
Gregory N. Telecky, PE, Director	4.55%
Richard E. Weaver	4.55%
David E. Saneholtz	3.43%
Linda M. Amos	1.05%
Timothy J. Bock	1.05%
Kenneth A. Maag	1.05%
Randy Mielnik, AICP	1.05%
Douglas A. Nusser	1.05%
Scott P. Schroeder	1.05%
Troy L. Sonner	1.05%
Thomas E. Stalter	1.05%
Paul Z. Tecpanecati, AICP	1.05%
Phillip A Whaley	1.05%
Jeffrey T. Yoder	1.05%
Employee Stock Ownership Plan (ESOP)	53.30%

EXHIBIT "G"

CERTIFICATE

DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

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Block 1 **Contracting Entity**	**Block 2** **Description**
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Address: **6960 Smoke Ranch Road, Ste. 110, Las Vegas, NV 89128**	
Telephone: 702-256-4665	
EIN: 83-0446422	AGREEMENT # 110172-DC

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
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KIM M. WEBB
Notary Public State of Nevada
No. 93-3222-1
My appt. exp. Apr. 12, 2013

Name

3-2-11
Date

Subscribed and sworn to before me this 2nd day of March, 2011

Kim M Webb
Notary Public

DISCLOSURE OF PRINCIPALS 3/2/1011

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Scott P. Schroeder	1.05%
Troy L. Sonner	1.05%
Thomas E. Stalter	1.05%
Paul Z. Tecpanecati, AICP	1.05%
Phillip A Whaley	1.05%
Jeffrey T. Yoder	1.05%
Employee Stock Ownership Plan (ESOP)	53.30%

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for R2K Enterprises, LLC, Location: R2K Studios, 1201 South Commerce Street, Dates: May 6, 20, June 3, 17 and July 1, 2011, Type: Special Event General, Event: First Friday/Photo Party Events, Responsible Person in Charge: Christopher Reabold - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 11:59 p.m. Estimated attendance is 99. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 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 Ricardo's Mexican Restaurant, Location: Richard Harris Law Firm, 801 South 4th Street, Date: May 6, 2011, Type: Special Event General, Event: Spring Party, Responsible Person in Charge: Carlos Gomez - 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 5:30 p.m. - 8:30 p.m. Estimated attendance is 500. Security provided by Las Vegas Metropolitan Police Department.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Whirlygig, Inc./Cindy Funkhouser, Location: 1130 South Casino Center Boulevard, Dates: May 6, June 3 and July 1, 2011, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Richard Dominguez - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 10:00 p.m. Estimated attendance is 4,000. Security provided by Las Vegas Metropolitan Police Department/Marshals.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Whirlygig, Inc./Cindy Funkhouser, Location: 1228 South Casino Center Boulevard, Dates: May 6, June 3 and July 1, 2011, Type: Special Event General, Event: First Friday Festival, Responsible Person in Charge: Richard Dominguez - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 6:00 p.m. - 10:00 p.m. Estimated attendance is 4,000. Security provided by Las Vegas Metropolitan Police Department/Marshals.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of a new Beer/Wine/Cooler On-sale License subject to the provisions of the planning and fire codes and Health Dept. regulations, Bowin Associate, LLC, dba China Tango Bistro, 10300 West Charleston Boulevard, Suite 5, Enhua Chen, Mgr, 51% and Stephanie Chen, Mgr, 49% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Beer/Wine/Cooler On-sale License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of a Change of Business Name for a Tavern License, Jillian's Management Company, Inc., dba From: Las Vegas Rocks Cafe, To: Jillians (Non-operational), 450 Fremont Street, Suite 130, Loraine Kusuhara, Pres, 100% - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Change of Business Name for a Tavern License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of an extension of a Temporary Pistol Permit License, Glocksvegas, Inc., dba Glockvector Industries, 10161 Park Run Drive, Suite 150, Phillip Stromer, Pres, 100% - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Pistol Permit 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.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of an extension of a Temporary Restricted Gaming License, House of Vino, LLC, dba House of Vino, 8053 North Durango Drive, Suite 16, Matthew Ricciardella, Managing Mmbr, 50%; Sabah Boles, Managing Mmbr, 35%; and Jeremiah Boucher, Managing Mmbr, 15% - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Restricted Gaming License for 5 slots.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for California Hotel Restaurant and Cantina, Location: 1050 South Rampart Boulevard, Date: May 5 - 7, 2011, Type: Special Event General, Event: Grand Opening, Responsible Person in Charge: James Maddin

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 5:00 p.m. - 11:00 p.m. Estimated attendance is 100.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of Interlocal Agreement between the City of Las Vegas, City of Boulder City, City of Henderson, City of Mesquite, City of North Las Vegas, County of Clark and the Regional Transportation Commission of Southern Nevada (RTC) for the installation of bus stop signs, pavement legends and related transit signage – All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Interlocal Agreement applies to the installation and/or removal of bus stop signs, pavement markings and other related transit signage throughout Clark County. The RTC agrees to reimburse member agencies for routine and emergency installations of signs and markings along with the removal of old signs. The Regional Transportation Commission of Southern Nevada approved this agreement at their March 10, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement For Bus Stop Sign Installation

INTERLOCAL AGREEMENT FOR BUS STOP SIGN INSTALLATION

THIS INTERLOCAL AGREEMENT made and entered into this 10th day of March, 2011, by and between the CITY OF BOULDER CITY, a municipal corporation and political subdivision of the State of Nevada,; the CITY OF HENDERSON, a municipal corporation and political subdivision of the State of Nevada,; the CITY OF LAS VEGAS, a municipal corporation and political subdivision of the State of Nevada,; the CITY OF MESQUITE, a municipal corporation and political subdivision of the State of Nevada,; the CITY OF NORTH LAS VEGAS, a municipal corporation and political subdivision of the State of Nevada, ; and the COUNTY OF CLARK, a political subdivision of the State of Nevada, ; hereinafter collectively referred to as "Member Entities", and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, the RTC has been enabled under Nevada Revised Statute 373 and 377A to operate a publicly funded transit system and engage in all matters incident to the management of said system; and,

WHEREAS, the RTC seeks to work with its Member Entities to locate, install and maintain bus stop signs, along with other related transit signage; and,

WHEREAS, changes and/or additions to RTC transit services or citizen concerns regarding bus stop placement may require the periodic addition, removal or relocation of bus stops; and,

WHEREAS, the Member Entities have requested that the location of bus stops and the installation of bus stop signs, pavement legends, and related transit signage be developed in a cooperative manner; and,

NOW, THEREFORE BE IT RESOLVED, that the RTC and the Member Entities hereby agree to the following:

1. The RTC agrees to locate and prepare a detailed description of the location of each bus stop within each Member Entity's jurisdiction.
2. The RTC will work with each Member Entity to ensure that bus stop locations comply with all applicable local codes, state and federal laws.
3. Each Member Entity will assist in advising the RTC on potential traffic safety and additional issues related to the location of bus stops.
4. Each Member Entity will have final approval of the location of the bus stop and facilities, which approval may not be unreasonably withheld.
5. At the sole cost and expense of RTC, each Member Entity agrees to install and, as necessary, remove or replace bus stop signs and pavement legends, and install related "Buses Only" pavement legends and transit signage stating "Bus Stop", "No Parking",

"Buses Only" and "Bus Exempt" (hereinafter bus stop signs and related transit signage and pavement legends are referred to as "Signs") at locations mutually agreed upon by the RTC and the Member Entity. The RTC agrees to provide Signs to each Member Entity. RTC also agrees to provide each entity thirty (30) calendar days notice for the Member Entity to conduct a new installation(s) of Signs at RTC's sole cost and expense.

6. The RTC agrees to provide each Member Entity ten (10) business days notice for the Member Entity to conduct routine installation (installation of Sign on existing pole or placement of a Sign at an existing stop), removal or replacement of Signs, at RTC sole cost and expense.
7. In an emergency, each Member Entity agrees to install and, as necessary, remove or replace Signs, at RTC's sole cost and expense, within 24 hours (four (4) business days if installation of pole is required) of notification by RTC at locations mutually agreed upon by the RTC and Member Entity. Emergency installations would not exceed ten (10) Signs in one work day. In the event the RTC requests that more than ten (10) Sign installations be done in one work day, the RTC will agree to reimburse the Member Entity for actual overtime and travel expenses. Overtime and travel must be shown separately on the work orders and are in addition to the payments outlined in Table 2, below.
8. In the event a Member Entity is unable to install Signs as provided in this agreement, the Member Entity shall notify the RTC it is unable to comply. The RTC may elect to install, remove or replace the Signs itself or hire a contractor, at RTC's sole cost and expense, to install Signs once all necessary permits and reviews have been approved by the Member Entity.
9. Except for the overtime costs discussed in item 7 of this agreement, the RTC agrees to compensate each Member Entity for installation, removal or replacement of Signs based on actual documented costs, but not to exceed the amounts listed in Tables 1 and 3, below:

TABLE 1
SIGNS WITHIN TEN (10) BUSINESS DAYS (ROUTINE INSTALLATIONS)
SIGNS WITHIN THIRTY (30) CALENDAR DAYS (NEW INSTALLATIONS)

Location Type	Streetlight Pole/Existing Sign Post	New Sign Post
In Metropolitan Valley	$133.00	$200.00
Outlying Areas	$140.00	$220.00
Each Additional Sign Once in the Outlying Area	$60.00	$140.00

TABLE 2
SIGNS FOR EMERGENCIES WITHIN 24 HOURS

Location Type	Streetlight Pole/Existing Sign Post	New Sign Post
In Metropolitan Valley	$182.00	$260.00
Outlying Areas	$250.00	$340.00
Each Additional Sign Once in the Outlying Area	$60.00	$140.00

TABLE 3
REMOVAL OF SIGNS

Location Type	Streetlight Pole/Existing Sign Post	Sign Post
In Metropolitan Valley	$5.00	$40.00
Outlying Areas	$155.00	$190.00
Each Additional Sign Once in the Outlying Area	$10.00	$45.00

The above removal costs include band removal from streetlight poles, post/anchor removal and backfill, vehicle and equipment cost, man-hours for removal and overhead expenses for removing Signs.

RTC shall reimburse each Member Entity based on costs but not to exceed the amounts stated in Tables 1 and 3 for maintenance, removal or replacement of Signs, and in Table 2 for emergency installation, removal or replacement of Signs. RTC shall reimburse each Member Entity for its actual costs to install the "Buses Only" pavement legend in turnouts, not to exceed $350. Nothing in this section shall prevent the RTC, at its own expense and at no cost or expense to the Member Entity, from replacing worn, damaged or obsolete Signs or erecting temporary Signs until a permanent Sign can be installed by the jurisdiction.

10. The Member Entities agree to abide by the RTC's Bus Stop Tracking System to ensure on-time performance of bus stop installations, replacements and maintenance.
11. A Member Entity shall submit an invoice detailing the number of installations, removals, relocations and amount of maintenance within ninety (90) calendar days of such work. The RTC agrees to compensate the Member Entity in accordance with this agreement and the work completed to the satisfaction of the RTC at the agreed upon reimbursement rate per Sign. The RTC will not compensate a Member Entity for the installation, maintenance, removal or replacement of a Sign at an incorrect location.
12. The RTC agrees to perform routine maintenance of all Signs, including replacing existing Signs with new Signs. The RTC may also remove existing Signs and mounting hardware from poles and posts, and, if there are no other Signs on the post, the RTC will also remove the post and patch any holes. RTC agrees to notify the Member Entity of each removal within ten (10) business days.
13. The term of this agreement will be for five (5) years from the date of enactment. Any and all changes will be agreed upon in writing and enacted by any Member Entity and the RTC.
14. Up to the limits established by law, each party shall be solely responsible for the liability, claims, actions, damages, attorney fees, losses, and expenses to the extent said liability, claims, actions, damages, attorney fees, losses, and expenses are solely caused by the negligence, errors, omissions recklessness or intentional misconduct of its officers, and employees..

IN WITNESS WHEREOF, this INTERLOCAL AGREEMENT is hereby executed as of the date first set forth below:

Date of Commission Action:

3/10/11

REGIONAL TRANSPORTATION COMMISSION

LAWRENCE L. BROWN, III
Chairman

Attest:

LISA MAGNUSSON
Executive Assistant

Approved as to Form:

ZEV KAPLAN
General Counsel

Date of City Council Action:

CITY OF LAS VEGAS

OSCAR B. GOODMAN
Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to ~~Legality and~~ Form:

4/7/11

Deputy City Attorney

Date of City Council Action:

CITY OF NORTH LAS VEGAS

SHARI L. BUCK
Mayor

Attest:

KAREN L. STORMS, CMC
City Clerk

Approved as to Legality and Form:

City Attorney

Date of City Council Action:

CITY OF BOULDER CITY

ROGER TOBLER
Mayor

Attest:

LORENE KRUMM
City Clerk

Approved as to Legality and Form:

City Attorney

Date of City Council Action:

CITY OF HENDERSON

_____

_____

ANDY A. HAFEN
Mayor

Attest:

_____

MONICA MARTINEZ SIMMONS, MMC
City Clerk

Approved as to Legality and Form:

_____

City Attorney

Date of City Council Action:

CITY OF MESQUITE

_____

_____

SUSAN HOLOCHECK
Mayor

Attest:

_____

CHERRY LAWSON
City Clerk

Approved as to Legality and Form:

_____

City Attorney

Date of County Commission Action:

CLARK COUNTY

SUSAN BRAGER
Chairman

Attest:

DIANA ALBA
County Clerk

Approved as to Legality and Form:

Deputy District Attorney

City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of Supplemental Interlocal Contract No. 2 (590b) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding in the amount of $7,250,000 for the Horse Drive Interchange at US-95 project - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission (RTC) on August 14, 2008 and the Supplemental Interlocal Contract No. 1 on October 8, 2009 for the construction of the Horse Drive Interchange at US-95 project. This Supplemental Interlocal Contract No. 2 (590b) will decrease project funding in the amount of $7,250,000. The contract is being reduced to realign funds to actual construction cost. Total cost of the contract shall not exceed $6,871,000. The Regional Transportation Commission of Southern Nevada approved this contract at their March 10, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 2 (590b)

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
HORSE DRIVE INTERCHANGE AT US-95

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 made and entered into this 10th day of March, 2011 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on August 14, 2008 and supplemental interlocal contract on October 8, 2009 to perform construction inspection and construct roadway improvements for Horse Drive Interchange at US-95 located wholly within the CITY: and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and construction inspection; and

WHEREAS, the CITY desires to decrease funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows.

SECTION II – PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding from Question 10 for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction and construction inspection shall not exceed $6,871,000.

2. The City will be issued a revised "Authorization to Proceed" for construction and construction inspection at a cost not to exceed $6,871,000 at the time written Authorization to Proceed is received from RTC and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the interlocal contract dated August 14, 2008 and the supplemental interlocal contract dated October 8, 2009 shall remain unchanged.

///

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above.

Date of Commission Action:

3/10/11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 3/29/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of Supplemental Interlocal Contract No. 5 (537e) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to decrease funding in the amount of $350,000 for the Cliff Shadows, Buckskin to Lone Mountain Road project - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on July 13, 2006 and supplemental interlocal contracts on December 11, 2008, June 11, 2009, March 11, 2010 and September 9, 2010 for design, right-of-way acquisition and construction of roadway improvements for the Cliff Shadows Parkway, Buckskin Avenue to Lone Mountain Road project. This Supplemental Interlocal Contract No. 5 (537e) will decrease project funding in the amount of $350,000. The contract is being reduced to realign funds to construction costs. Total cost of the contract shall not exceed $2,591,000. The Regional Transportation Commission of Southern Nevada approved this contract at their March 10, 2011 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 5 (537e)

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5
CLIFF SHADOWS, BUCKSKIN TO LONE MOUNTAIN ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 5 made and entered into this 10th day of March, 2011 by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on July 13, 2006 and supplemental interlocal contracts on December 11, 2008, June 11, 2009, March 11, 2010 and September 9, 2010 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Cliff Shadows, Buckskin to Lone Mountain Road located wholly within the CITY; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY desires to decrease funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the Project as follows:

SECTION II – PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding for Project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for construction, engineering, right-of-way acquisition and right-of-way other shall not exceed $2,591,000.

2. The City will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $1,785,000 engineering at a cost not to exceed $480,000, right-of-way acquisitions at a cost not to exceed $266,000, and right-of-way other at a cost not to exceed $60,000 at the time written Authorization to Proceed is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the Interlocal Contract dated July 13, 2006 and supplemental interlocal contracts dated December 11, 2008, June 11, 2009, March 11, 2010 and September 9, 2010 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 5 is effective as of the date first set forth above.

Date of Commission Action:

3/10/11

REGIONAL TRANSPORTATION COMMISSION

BY: Lawrence L Brown III

LAWRENCE L. BROWN III, Chairman

Attest:

Lisa Magnusson

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

ZEV KAPLAN, General Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

OSCAR B. GOODMAN, Mayor

Attest:

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

John S. Ridilla 3/29/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

155A Cliff Shadows Pkwy, Buckskin Av to Lone Mtn 537e

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of Amendment No. 5 to the Grant and Cooperative Agreements (L04AC13847 and L06AC12980) between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date for the Bonanza Trail project funded under the Southern Nevada Public Lands Management Act (SNPLMA) – Ward 1, 4 and 5 (Tarkanian, Anthony and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into a Cooperative Agreement L04AC13847 with the Bureau of Land Management on March 22, 2004 for the Bonanza Trails Project. On December 6, 2005, the City entered into Cooperative Agreement L06AC12980 with the Bureau of Land Management for newly allowed costs for the project. This Amendment to the Grant and Cooperative Agreements will extend the contract dates to March 21, 2012 in order to complete construction and submit for reimbursements. These Agreements have been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L04AC13847
Grant and Cooperative Agreement L06AC12980

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L04AC13847	0005	03/31/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
David Bower
702-229-6272

10. RESEARCH, PROJECT OR PROGRAM TITLE
City of Las Vegas Bonanza Trails Project US-95 SNPLMA , Priority 3/7 , Project LV03

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
03/22/2004 through 03/21/2012

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$10,319,764.58	PREVIOUS	$10,319,764.58
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$10,319,764.58
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$10,319,764.58		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks			jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

APPROVED AS TO FORM
Teresita L. Ponticello Date 4/7/11
Chief Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L04AC13847 11. PURPOSE: The purpose of this amendment is to extend the period of performance; provide guidance for any future extension; notify of change in form used for financial reporting and incorporate required language in the terms and conditions, and reflect the actual CFDA as 15.235, Southern Nevada Public Land Management Act, and assign an FBMS conversion agreement number. A. Provides for the no cost performance period extension from 01/21/2008 to 01/21/2010 per decision memorandum executed by the Partners Working Group 05/01/2008. B. Provides for no-cost performance period extension from 01/21/2010 to 03/21/2012 is approved by the SNPLMA Committee on 04/02/2010. The award amounts in Box 13A reflect only the remaining balance at the time of the BLM's conversion to a new financial system in FY2009. The actual total award is as follows: Previous obligation = $13,310,000.00 this action = $0.00 total obligation = $13,310,000.00. C. Additionally to clarify that future time extensions, as required by the SNPLMA Division, for any project that can't be completed within the time frame of this Amendment then the recipient must submit a request for additional time extension 120 days prior to expiration of the agreement and must include an updated work plan. D. OMB has issued a new Federal Financial Report (form SF-425) which replaces the Financial Status Report (form SF-269a). This Amendment revises Section VIII. B. Quarterly Status Report 2.d., Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	from: SF-269a Financial Status Report to SF-425 Federal Financial Report, and 2.e., delete reference to SF-272. Submit this report to the BLM Program Officer (PO), with a copy to the Grants Management Officer (GMO). E. Incorporate into the Terms and Conditions section of each agreement the following: Effective January 21, 2011 the following revisions to this term will apply to this agreement: 43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace. You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D; 41U.S.C. 701-707. F. The CFDA # is 15.235 Southern Nevada Public Land Management Act. G. Due to the BLM's conversion to a new financial system the original agreement number NAF04LV03 was revised to L04AC13847. Please reference this number in all future correspondence. All other terms and conditions remain unchanged. Legacy Doc #: NAF04LV03 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 03/22/2004 to 03/21/2012 Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. Jeff Wilbanks is the BLM Program Officer, SNDO Phone 702-515-5070				

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L06AC12980	0005	03/31/2011	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89520

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
David Bower
702-229-6272

10. RESEARCH, PROJECT OR PROGRAM TITLE
CITY OF LAS VEGAS BONANZA TRAILS PROJECT US-95 SNPLMA , PRIORITY 3/7 , PROJECT LV03

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
11/16/2007 through 03/21/2012

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$730,000.00	PREVIOUS	$730,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$730,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$730,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks			jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Eddie W. Bell		775-861-6435	eddie_bell@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

APPROVED AS TO FORM
Teresita L. Ponticello 4/7/11
Teresita L. Ponticello Date
Chief Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L06AC12980 11. PURPOSE: The purpose of this amendment is to extend the period of performance; provide guidance for any future extension; notify of change in form used for financial reporting and incorporate required language in the terms and conditions, and reflect the actual CFDA as 15.235, Southern Nevada Public Land Management Act, and assign an FBMS conversion agreement number. A. Provides for the no cost performance period extension from 01/21/2008 to 01/21/2010 per decision memorandum executed by the Partners Working Group 05/01/2008. B. Provides for no-cost performance period extension from 01/21/2010 to 03/21/2012 is approved by the SNPLMA Committee on 04/02/2010. C. Additionally to clarify that future time extensions, as required by the SNPLMA Division, for any project that can't be completed within the time frame of this Amendment then the recipient must submit a request for additional time extension 120 days prior to expiration of the agreement and must include an updated work plan. D. OMB has issued a new Federal Financial Report (form SF-425) which replaces the Financial Status Report (form SF-269a). This Amendment revises Section VIII. B. Quarterly Status Report 2.d., from: SF-269a Financial Status Report to SF-425 Federal Financial Report, and 2.e., delete reference to SF-272. Submit this report to the BLM Program Officer (PO), with a copy to the Grants Management Officer (GMO). E. Incorporate into the Terms and Conditions Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	section of each agreement the following: Effective January 21, 2011 the following revisions to this term will apply to this agreement: 43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace. You, as the recipient, must comply with drug-free workplace requirements in subpart B (or subpart C, if the recipient is an individual) of part 1401, which adopts the government-wide implementation of 2 CFR part 182; sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D; 41U.S.C. 701-707. F. The CFDA # is 15.235 Southern Nevada Public Land Management Act. G. Due to the BLM's conversion to a new financial system the original agreement number NAF04LV03 was revised to L06AC12980. Please reference this number in all future correspondence. All other terms and conditions remain unchanged. Legacy Doc #: NAF04LV03 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 11/16/2007 to 03/21/2012 BLM Point of Contact (POC) is Eddie W Bell Jr, Grants and Agreements Specialist, 775-861-6435. Jeff Wilbanks is the BLM Program Officer, SNDO Phone 702-515-5070				

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of Amendment Number 1 to the Interlocal Contract with Clark County for the Department of Social Services to assist in evaluating City-designated special improvement district hardship applications (not to exceed $1,350 annually - Special Assessment Revolving Loan Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: Not to exceed $1,350 annually
Funding Source: Special Assessment Revolving Loan Fund
Dept./Division: Public Works SID

PURPOSE/BACKGROUND:
Per NRS 271.357, the City is required to have a hardship evaluation process in place for those residents included in a City-designated special improvement district (SID). This interlocal with Clark County allows the City to use the services provided by Clark County Social Services to evaluate applications received by property owners requesting hardship assistance. Clark County Social Services is charging a fee of $45.00 per hour to provide this service. This amendment is required to exercise the first of four (4) one-year options to renew and extend the terms of the contract from July 1, 2011, through June 30, 2012.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Amendment Number 1 to the Interlocal Contract

AMENDMENT NUMBER 1
To The
INTERLOCAL CONTRACT

SPECIAL IMPROVEMENT DISTRICT HARDSHIP DETERMINATION

This Amendment Number 1 to the Interlocal Contract is made and entered into this_____ day of _____, 2011, by and between CLARK COUNTY, NEVADA, a political subdivision of the State of Nevada (hereinafter referred to as COUNTY), and the CITY OF LAS VEGAS, NEVADA, a Municipal Corporation of the State of Nevada (hereinafter referred to as CITY).

WHEREAS, COUNTY and CITY entered into the Interlocal Contract on May 5, 2010 for the Department of Social Service (CCSS) to assist in evaluating City-designated special improvement district (SID) hardship applications; and

WHEREAS, Section III, Paragraph E, of the Interlocal Contract provides the option to renew the Interlocal Contract for four (4) one-year periods, upon approval by both COUNTY and CITY; and

WHEREAS, Section III, Paragraph G, of the Interlocal Contract authorizes amendments to the Interlocal Contract to be made upon mutual consent in writing by COUNTY and CITY; and

WHEREAS, COUNTY and CITY desire to continue the Interlocal Contract.

NOW, THEREFORE, for and in consideration of the premises contained herein COUNTY and CITY hereby agree to renew and extend the Interlocal Contract through June 30, 2012.

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IN WITNESS THEREOF, the parties caused this Amendment Number 1 to be executed the day and year first above written.

CLARK COUNTY

By: _____
SUSAN BRAGER, Chair
Board of County Commissioners

DATE OF COMMISSION ACTION:

_____

ATTEST:

By: _____
DIANA ALBA
County Clerk

APPROVED AS TO FORM:

By: _____
ROBERT J. GOWER
Deputy District Attorney

CITY COUNCIL OF LAS VEGAS

By: _____
OSCAR B. GOODMAN
Mayor

DATE OF COUNCIL ACTION:

_____

ATTEST:

By: _____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

By: _____ FOR
JOHN S. RIDILLA
Deputy City Attorney
JAMES B. LEWIS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:

Approval of Rule 9 Line Extension Agreement No. 3240 between the City of Las Vegas and Nevada Power Company, a Nevada Corporation, dba NV Energy for the extension and alteration of existing power facilities with the bus turnout at Lamb Boulevard and Bonanza Road as part of the Bonanza Lamb northbound right turn lane project ($54,715 - Traffic Improvements Capital Project Fund) - Ward 3 (Reese)

Fiscal Impact

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

Amount: $54,715
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

The City of Las Vegas is constructing improvements at the intersection of Bonanza Road and Lamb Boulevard including the addition of a right turn lane northbound and a bus turnout southbound. The utility work associated with this Rule 9 Line Extension Agreement will relocate existing facilities to allow for the construction of the bus turnout component of the project. The funding for this project is being sponsored from the Special Revenue Fund (1% room tax).

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Rule 9 Line Extension Agreement No. 3240

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 3240
PID: 0000187498
Date Prepared: 03/24/2011

This Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and CITY OF LAS VEGAS, a(n) NV Corporation, ("**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 LAMB BUS TURNOUT and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$36,554.00**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$54,715.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$54,715.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$6,114.00** and a taxable, non-refundable cost of **$48,601.00**. 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 – **$54,715.00**. 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 0000187498 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
JEREMY LEAVITT
Physical Address: 400 N. STEWART AVE, 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 LAMB/PECOS and further described as being within 14031501016, 13936502003, 14029202005.

16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.

16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.

16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.

16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date this Agreement was prepared, which is 03/24/2011.

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.: 3240
PID: 0000187498
Date Prepared: 03/24/2011

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
J. Ponticello 4/4/11
Teresita L. Ponticello Date
Chief Deputy City Attorney

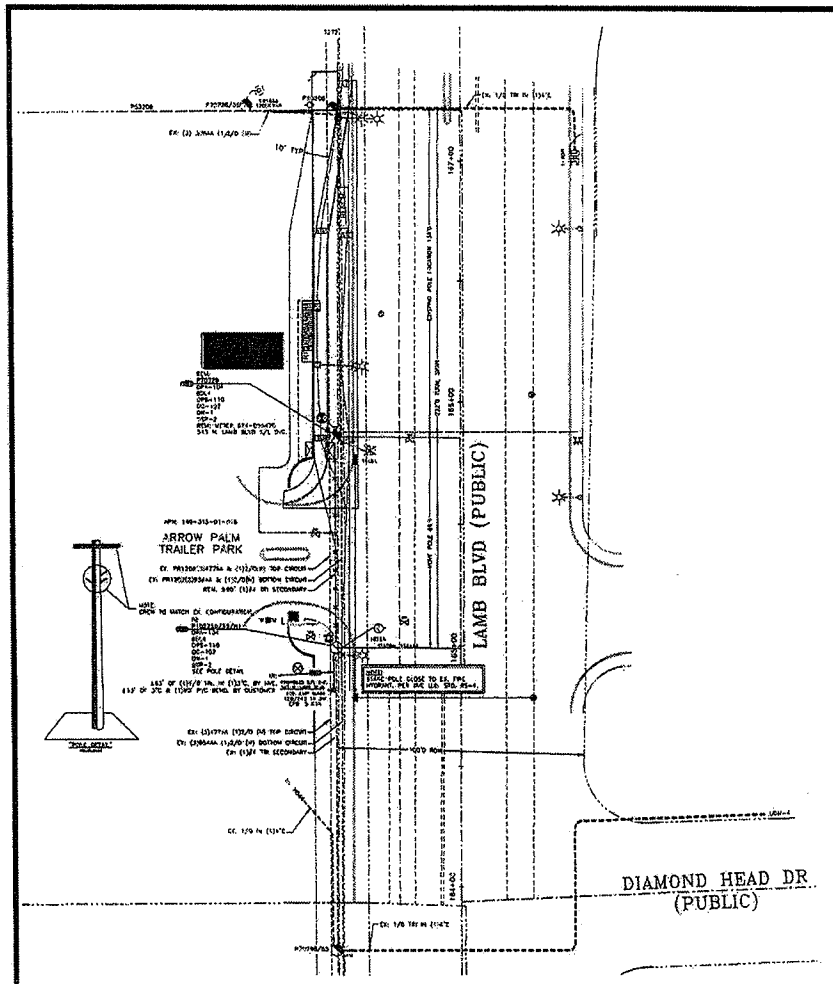
NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 3240
PID: 0000187498
Date Prepared: 03/24/2011

Exhibit A
Design

[Attached]


LAMB BLVD (PUBLIC)
DIAMOND HEAD DR (PUBLIC)
ARROW PALM TRAILER PARK
APN: 140-35-501-018
10' PUE
EX: (3) 3/#4/0 (1)#2/0 SEC.
EX: (3)#1/0 (1)#2/0 SEC.
EX: (3)#1/0 (1)#2/0 SEC.
EX: 1/0 TPX IN 2"GALV.
EX: 1/0 TPX IN 2"GALV.
EX: 1/0 TPX IN 2"GALV

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 3240
PID: 0000187498
Date Prepared: 03/24/2011

Exhibit B
Cost Worksheet

[Attached]

Cost Worksheet ("Exhibit - B")

NVEnergy

Project ID :	0000187498	Project Title :	CLV LAMB BUS TURNOUT
Units :	0	kVA :	0
Contract Type :	NRC	NVEnergy Contact :	Jane King
Estimate Version :	3	Estimate Request Number :	4486

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	23,407.00	23,407.00	23,407.00	0.00
Material & Overhead	13,147.00	13,147.00	13,147.00	0.00
DCA	0.00	0.00	0.00	0.00
Trenching	0.00	0.00	0.00	0.00
Permits	0.00	0.00	0.00	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Total Amount	36,554.00	36,554.00	36,554.00	0.00

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	54,880.00
(Subject to Salvage Credit & Not Subject to Excess Allowance)	
Salvage Credit to be applied	
Excess Salvage Credit to be applied from B	165.00
Applicant Non-Refundable Cost	54,715.00
(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	165.00
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	54,715.00
Removal of Existing Facilities	6,114.00
Total Taxable Non-Refundable Cost	48,601.00
Total Non-Taxable Non-Refundable Cost	6,114.00

Cost Worksheet ("Exhibit - B")

NVEnergy

Advance Summary

Advance Subject to Refund		Current Tax Rate	0.0000
Non-Taxable Advance	0.00	Total Non-Taxable	6,114.00
Taxable Advance	0.00	Total Taxable (Less Tax)	48,601.00
Tax	0.00	Total Tax	0.00
Total Advance Subject to Refund	0.00	**Total Contract Amount** (subject to credits)	54,715.00

Non-Refundable Advance	
Non-Taxable Advance	6,114.00
Taxable Advance	48,601.00
Tax	0.00
Substructures Tax	0.00
Total Non-Refundable Advance	54,715.00
Total Contract Amount (subject to credits)	54,715.00
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	
Total Applicant Advance/Credit	54,715.00

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 3240
PID: 0000187498
Date Prepared: 03/24/2011

Exhibit C
Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit – C")

NVEnergy

Project ID : 0000187498 Project Title : CLV LAMB BUS TURNOUT

Total Proposed Allowance $ 0.00

Initial Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA	X	Build out Factor	=	Allowance Mtr/Unit/kVA	X	Allowance Multiplier unit/meter/kVA	=	Initial Allowance
Yes	GS		0.00	Meter	X	100.00%	=	0.00	X	$ 1,763.00	=	$ 0.00

Total Initial Allowance $ 0.00

Remaining Project Allowance $ 0.00

Potential Future Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA	X	Build out Factor	=	Allowance Mtr/Unit/kVA	X	Allowance Multiplier unit/meter/kVA	=	Potential Future Allowance
Yes	GS		0.00	Meter	X	0.00%	=	0.00	X	$ 1,763.00	=	$ 0.00

Total Potential Future Allowance $ 0.00

Allowance Worksheet ("Exhibit – C")

NVEnergy

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be Initiated within the 12-month period following the completion of construction of the ine extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.

Exhibit D-1

Insurance Coverages

(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing any work in connection with this Agreement to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars ($1,000,000.00) per occurrence for comprehensive general liability, one million dollars ($1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars ($500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit D-2

Insurance Coverages

(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance unless Utility is solely negligent.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 10-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars ($1,000,000.00) per occurrence for comprehensive general liability, one million dollars ($1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars ($500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval to submit Grant Project Agreement CFDA 20.219 to the State of Nevada Division of State Parks for funding of the City of Las Vegas Tenaya Way Trailhead project, as part of the Bonanza Trail system approved through the Nevada Recreational Trails Program (RTP), generally located on Tenaya Way, the north side of Summerlin Parkway and the west end of Bill Briare Park ($100,000 – RTP Grant) - Ward 1 (Tarkanian)

Fiscal Impact

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

Amount: $100,000
Funding Source: Nevada Division of State Parks Recreational Trails Program Grant (RTP)
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:
In FY2010, the City of Las Vegas was approved for $100,000 from Nevada Division of State Parks Recreational Trails Program (RTP) Grant funding. This Agreement enables the City to obtain reimbursements for project expenditures pertaining to the Tenaya Way Trailhead project. This Agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Recreational Trails Program Project Agreement

STATE OF NEVADA
Division of State Parks
Recreational Trails Program Project Agreement

FHWA RECREATION TRAILS PROGRAM, CFDA 20.219

Project Sponsor: City of Las Vegas	Project Number: 2011-04

Project Name: Tenaya Way Trailhead

Period Covered by Agreement:
From: Date of Notice to Proceed
To: 12/31/2013

Scope of Work:
Proposed improvements include pathway connection to trail, a restroom, shade structure, benches, bike rack, info kiosk and all related civil site improvements such as water, sewer and electrical appurtenances.

Standards applied to this project: ADA

Total Project Cost: $ 588,000	Federal Grant Share: $ 100,000 17% Matching Share: $ 488,000 83%

The following are hereby incorporated into this agreement:

☒General Provisions (attached) ☒Grant application

This Agreement and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

The project sponsor agrees to submit quarterly progress reports and requests for reimbursement. Reports must be submitted to the Nevada Division of State Parks on the forms provided by the Division on the dates listed below, in accordance with Nevada's FY 2010 Recreational Trails Program Manual.

Quarters and due dates:

1st quarter	January 1 through March 31	Report due:	April 10
2nd quarter	April 1 through June 30	Report due:	July 10
3rd quarter	July 1 through September 30	Report due:	October 10
4th quarter	October 1 through December 31	Report due:	January 10

The grant recipient shall:

1. Keep detailed records on the particular project.
2. Fully support reimbursement requests with complete documentation of funds spent and match, such as invoices paid, timesheets, wage rates, volunteer documentation and copies of cancelled checks.
3. Forward copies of the documentation to the Division of State Parks with each quarterly reimbursement request for inclusion in the project's permanent file.
4. Provide for accounting procedures necessary to assure proper disbursement and accounting for moneys paid.
5. Base the accounting procedures on generally accepted accounting standards and meet the following minimum requirements unless the Division of State Parks agrees to specific exceptions.
    a) Establishment of separate accounts and supporting documentation. Each project account should be identified by the number assigned to the project by the Division of State Parks.
    b) Identification of all receipts in sufficient detail to show the dates and sources of such receipts. Receipts and/or invoices should be labeled whether they apply to the grant share or matching share.
    c) Itemization of all supporting records of project expenditures in sufficient detail to show the exact nature of expenditures.
    d) When payment is by check, the canceled check should be properly identified and filed. Receipts and/or invoices must support all cash disbursements.

Incomplete requests may be returned and will need to be resubmitted in the following billing quarter.

Non-Federal entities that expend $500,000.00 or more in a year in total Federal Awards must comply with *OMB Circular No. A-133*.

Land owned by the grantee, or in the case of a nonprofit grantee or governmental entity, which is acquired with RTP funds, shall have a deed restriction upon said property as an outdoor recreational site open, accessible and maintained for the use and benefit of the general public for ninety-nine (99) years. Land under ownership of the grantee or controlled such as by lease, upon which RTP funding for trail access development or maintenance is being used, shall be dedicated as an outdoor recreation trail open, accessible and maintained for the use and benefit of the general public for a minimum of twenty-five (25) years after the project completion date as set forth in the Project Agreement. A lease must not be revocable at will and must contain a clause which enables the grantee to dedicate by deeded easement, the land for the twenty-five (25) year period. All deed dedications must be recorded in the public property records by the grantee, or in the case of a nonprofit grantee, by the land owner.

In the case of a Bureau of Land Management Recreation and Public Purposes (BLM R&PP) lease and eventual patent, the agreement in itself satisfies both the twenty-five (25) year and ninety-nine (99) year dedication requirements for trail access development and maintenance for the use and benefit of the general public. Therefore, deed restrictions would not be required upon the project site property.

The grantee must have and prove sufficient control and tenure of the project site that a conversion of use will not occur without appropriate mitigation to the satisfaction of the Division of State Parks and FHWA.

The State of Nevada hereby promises, in consideration of the promises made by the Project Sponsor herein, to take the necessary steps and action and to attempt to enter into an agreement with the Federal Highway Administration to obtain Federal Money for that portion of the project referred to as Federal Assistance, to accept such funds from the United States and to tender to the Project Sponsor that portion of the obligation which is required as the Federal Grant.

The Project Sponsor hereby promises, in consideration of the promises made by the State of Nevada herein, to execute the project described above in accordance with the terms of this agreement and as described in the Nevada Recreational Trails Program Grants Manual.

In witness whereof, the parties hereto have executed this agreement as of the date below:

STATE OF NEVADA	PROJECT SPONSOR
By:	By:
Signature	Signature of Representative
J. Steve Weaver	Oscar B. Goodman, Mayor
Typed Name	Typed Name
Deputy Administrator	City of Las Vegas City Council
Title	Name of Board/Commission/Agency
Date	Date

Reimbursement checks should be made payable to:

Name of Agency/Individual:	City of Las Vegas
Address:	400 Stewart Avenue
City, State, Zip:	Las Vegas, NV. 89101
Tax Identification #:	88-6000198

Approved as to form

John S. Ridilla 3/9/11

John S. Ridilla Date

Deputy City Attorney

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of Supplemental Interlocal Contract No. 1 (675a) between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase the funding for the engineering design for the Downtown Pedestrian and Bicycle Improvements Project ($350,000-RTC) – Wards 3 and 5 (Reese and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $350,000
Funding Source: RTC
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas entered into an Interlocal Contract with the Regional Transportation Commission of Southern Nevada (RTC) on January 13, 2011 for engineering design of the Downtown Pedestrian and Bicycle Improvements Project. This Supplemental Interlocal Contract No. 1 (675a) will increase project funding in the amount of $350,000. Total cost of the contract shall not exceed $1,350,000. The Regional Transportation Commission of Southern Nevada approved this contract at their March 10, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 1 (675a)

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
DOWNTOWN PEDESTRIAN AND BICYCLE IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 made and entered into this 10th day of March, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, RTC approved an Interlocal Contract on January 13, 2011 for the design, right-of-way acquisition and right-of-way other for Downtown Pedestrian and Bicycle Improvements within one-mile radius of the Bonneville Transit Center, located wholly within the CITY; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY desires to increase funding for the Project.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the Project as it is mutually agreed and understood, as follows:

SECTION II: PROJECT COSTS: shall be revised to read as follows:

The RTC agrees to provide funding for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design and contract administration shall not exceed $1,350,000.

2. The City will be issued a revised "Authorization to Proceed" for engineering design in an amount not to exceed $1,350,000 at the time written "Authorization to Proceed" is received from the RTC. The "Revised Authorization to Proceed" shall state a specific amount within the total estimated cost of the Project and, upon approval by the RTC, only that amount shall be encumbered and allocated.

3. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

The remainder of the Interlocal Contract dated January 13, 2011 shall remain unchanged.

IN WITNESS WHEREOF, this SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is effective as of the date first set forth above.

Date of Commission Action:

3/10/11

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

_____ 3/29/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Approval of Interlocal Contract 676 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to proceed with funding for the engineering design and right-of-way acquisitions for the Rancho Drive, US-95 to Ann Road Project ($4,550,000-RTC) – Wards 4, 5 and 6 (Anthony, Barlow and Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,550,000
Funding Source: RTC
Dept./Division: PW / City Engineer

PURPOSE/BACKGROUND:
This Interlocal Contract applies to design of improvements associated with the Rancho Drive traffic capacity and transit improvements from US-95 to Ann Road. The design of the improvements will include widening the roadway to allow for dedicated transit lanes where feasible, upgrading and constructing transit shelters, completing sidewalk, intersection improvements, street lights, upgrading/modifying existing traffic signals, landscaping, enhancements and minor drainage improvements. The RTC agrees to provide funds for project costs. Total cost of the contract shall not exceed $4,550,000. The Regional Transportation Commission of Southern Nevada approved this contract at their March 10, 2011 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Contract 676

INTERLOCAL CONTRACT
RANCHO DRIVE US-95 TO ANN ROAD

THIS INTERLOCAL CONTRACT made and entered into this 10th day of March, 2011, by and between the CITY OF LAS VEGAS, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

W I T N E S S E T H

WHEREAS, a Project for the design, right-of-way acquisition and right-of-way other for the Rancho Drive Traffic Capacity and Transit Improvements, US-95 to Ann Road project, located wholly within the CITY has been approved by the Regional Transportation Commission of Southern Nevada.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the Project as it is mutually agreed and understood, as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements associated with the Rancho Drive traffic capacity and transit improvements from US-95 to Ann Road. The basic improvements will result in the widening the roadway to allow for dedicated transit lanes where feasible, upgrading and constructing transit shelters, completing sidewalk and curb improvements, intersection improvements, street lights, upgrading/modifying existing traffic signals, landscaping and other enhancements, and minor drainage improvements.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding from Question 10 for project costs according to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of the RTC within the limits specified below:

1. The total cost for engineering design, contract administration, right-of-way acquisition, and right-of-way other shall not exceed $4,550,000.

2. "Authorization to Proceed" will be granted for engineering design in an amount not to exceed $4,300,000, right-of-way acquisition in the amount not to exceed $200,000 and for right-of-way other in amount not to exceed $50,000 at the time written "Authorization to Proceed" is received from the RTC.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall show the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and Project signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the Project shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a project.

5. Upon completion of the construction of the Project, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The Project must be completed to the satisfaction of the RTC prior to June 30, 2012. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the Project as hereinabove set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the Project and will hold the other parties to this Interlocal Contract and the RTC harmless for any liability therefore except the funding provided by this Interlocal Contract.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

IN WITNESS WHEREOF, this INTERLOCAL CONTRACT is effective as of the date first set forth above.

Date of Commission Action:

3/10/11

REGIONAL TRANSPORTATION COMMISSION

BY: _____

LAWRENCE L. BROWN III, Chairman

Attest:

_____

LISA MAGNUSSON, Executive Assistant

Approved as to Form and Legality:

_____

ZEV KAPLAN, General Counsel

Date of Council Action:

_____

CITY OF LAS VEGAS

BY: _____

OSCAR B. GOODMAN, Mayor

Attest:

_____

BEVERLY K. BRIDGES, MMC
City Clerk

Approved as to Form and Legality:

_____ 3/29/11

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
RESOLUTIONS:

R-18-2011 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in the Summerlin Special Improvement Districts and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

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

BACKUP DOCUMENTATION:
Resolution No. R-18-2011

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City has heretofore created Special Improvement District Nos.607, 707, 808, 809, and various other districts as identified in the Notice below (the "Districts"); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes ("NRS") 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410. The sale shall take place at 2:00 p.m. on July 26, 2011 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location.

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 p.m. on July 26, 2011, at the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments in the City's Special Assessment District Nos. 607, 707, 808, 809, and various others to the City of Las Vegas:

Name of Owner	**Description of Property**	**District No.**	**Total Amount Due to Date of Sale***

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

* Includes the whole assessment, accrued interest upon the whole amount of unpaid principal to the date of delinquency, interest upon unpaid principal and accrued interest from the date of delinquency to July 26, 2011 at rate not exceeding 2 percent per month, penalties and collection costs, including attorney's fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

The City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to the above parcels, as provided in NRS 271.410. As provided in that section, at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made.

A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

PLEASE TAKE NOTICE that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of May 4, 2011

/s/ CANDACE L. FALDER
Director, Department of Finance

**Insert in mailed notice only.

(End of Form of Notice of Sale)

A property owner may obtain from the Las Vegas City Treasurer the amount that he/she is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

PLEASE TAKE NOTICE that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of May 4, 2011

/s/ CANDACE L. FALDER
Director of Finance & Business Services

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The Notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the Notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED this May 4, 2011.

_____
Mayor

(SEAL)

_____
Beverly K. Bridges, MMC
City Clerk

Val Steed 4-19-11
Approved as to Form

STATE OF NEVADA)
:ss.
CITY OF LAS VEGAS)

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

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 4, 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 the Council as follows:

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

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

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

(b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada

(c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(e) 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 notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the 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.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

7. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed resolution which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda,

except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

8. A copy of the notice so given of the meeting of the Council held on May 4, 2011 is attached to this certificate as Exhibit A.

9. Attached hereto as Exhibit B is the Affidavit of Publication of Notice of Sale required by Section 3 of the Resolution.

10. Attached hereto as Exhibit C (including Exhibits I and II thereto) is the Affidavit of Mailing of Notice of Sale required by Section 3 of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 4, 2011.

Beverly K. Bridges, CMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA	)	**AFFIDAVIT OF MAILING**
	: ss.	**NOTICE OF SALE**
COUNTY OF CLARK	)	**DISTRICTS 607, 707 808, 809 and VARIOUS OTHER DISTRICTS**

The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a Notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on July 6, 2011 being at least 20 days before the sale, which was held on July 26, 2011.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 607, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2011.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2011, by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT I

STATE OF NEVADA)
:ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a Notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on July 6, 2011, being at least 20 days before the sale, which was held on July 26, 2011.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for Districts 404, 707, 808, 809, and various other districts until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ___ day of _____, 2011.

ASSESSMENT MANAGEMENT GROUP

_____
Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2011, by _____, _____ of Assessment Management Group.

_____
Notary Public

(SEAL)

EXHIBIT II

(Attach Copy of Notice as Mailed)

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
RESOLUTIONS:

R-19-2011 - Approval of a Resolution directing the City Treasurer to give notice of the sale of properties subject to the lien of a delinquent assessment in Special Improvement District 505 and in certain other districts and providing other matters properly relating thereto - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS 271.545 states that when an assessment or installment relating to a special improvement district becomes delinquent, the City shall direct the City Treasurer to give notice of the sale of the property or properties subject to the lien of a delinquent installment or the entire assessment if the governing body has exercised its option to cause the whole amount of the unpaid principal to become due and payable.

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

BACKUP DOCUMENTATION:
Resolution No. R-19-2011

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY TREASURER TO GIVE NOTICE OF THE SALE OF PROPERTIES SUBJECT TO THE LIEN OF A DELINQUENT ASSESSMENT IN CERTAIN DISTRICTS; AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO

WHEREAS, the City has heretofore created the Special Improvement Districts identified in the Notice below (the Districts); and

WHEREAS, the City Council has directed and hereby reaffirms its direction to the City Treasurer to collect and enforce the assessments in the Districts in the manner provided by the Consolidated Local Improvements Law; and

WHEREAS, the assessment installments on certain properties in the Districts have not been made and are delinquent; and

WHEREAS, the City Council desires that the City Treasurer proceed with a notice of sale of the delinquent property as provided in Nevada Revised Statutes (NRS) 271.545.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City Council hereby directs the City Treasurer to give notice of the sale of the properties subject to the lien of delinquent assessments in the Districts. The City Council hereby exercises its option to cause the whole amount of the unpaid principal of the assessments to become due and payable as provided in NRS 271.410 to the extent provided in the notice as set forth in Section 2. The sale shall take place at 2:00 p.m. on June 28, 2011 in the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, which the Council hereby finds is a convenient location

Section 2. The notice of sale shall be substantially as follows:

(Form of Notice of Sale)

Notice is hereby given that the City Treasurer of the City of Las Vegas will at the hour of 2:00 pm. on June 28, 2011, the City Council Chambers, Las Vegas City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, sell the following parcels which are delinquent in the payment of assessments to the City of Las Vegas in the following Special Assessment Districts:

Name of Owner	Description of Property	District No.	Total Amount Due to Date of Sale **

[*insert in notice as published as mailed a list containing the information described in the above table headings for each delinquent parcel.*]

*(Applicable to parcels with a single * in District 505 only): Includes amount of unpaid delinquent assessment installment, accrued and delinquent interest to June 28, 2011, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

**(Applicable to all parcels in District 505 that do not have a single * above and all other parcels in Districts other than District No. 505): Includes full amount of unpaid assessment, accrued and delinquent interest to June 28, 2011, at a rate not exceeding 2 percent per month, penalties and collection costs, including attorney fees.

Each property described above will be sold to satisfy the total amount due thereon as is stated above, to the first person at the sale offering to pay the amount due on that property as is listed above. The sale shall be held, and purchasers at the sale shall receive certificates of sale, as provided in NRS 271.555 to NRS 271.575 and ordinances adopted by the City Council. The sale shall be continued from day to day as provided in NRS 271.555. The property sold is subject to redemption as provided in NRS 271.595. If not redeemed as provided in that Section, after expiration of the period of redemption, the City Treasurer will issue a deed to the property on demand of the certificate holder in the manner provided in NRS 271.595.

As provided in NRS 271.410, the City Council has exercised its option to have the whole amount of the unpaid principal of the assessment be due and payable immediately with respect to all of the above parcels except those parcels in District No. 505 designated with a single * above. As provided in NRS 271.410 , at any time prior to the date of sale the owner may pay the amount of delinquent installments with accrued interest, all penalties and costs of collection accrued including but not necessarily limited to any attorneys fees, and shall thereupon be restored the right to thereafter pay in installments in the same manner as if default had not been made. A property owner may obtain from the Las Vegas City Treasurer the amount that he is required to pay to the City in order to be restored to the right to pay his/her assessments in installments pursuant to NRS 271.410(2).

Please take Notice that according to records available to the City of Las Vegas, you are the owner of or have an interest in a mortgage, deed of trust, or other lien or other interest in one of the properties listed above. The City intends to conduct a sale of these properties in accordance with the provisions of the above notice and Nevada Revised Statutes. The sale is being held because the special assessments levied against the subject property have not been paid. Your ownership of or mortgage, deed of trust, other lien or other interest in the property could be adversely affected by the sale. Under Nevada law, deeds to property sold, which are issued after the period of redemption specified in NRS 271.595, convey the entire fee simple title to the property described, stripped of all liens and claims except the liens of other special assessments and general taxes. See NRS 271.600.

IN WITNESS WHEREOF, I have affixed my signature as of May 4, 2011.

/s/ Candace L. Falder
Director, Department of Finance

**Insert in mailed notice only.

(End of Form of Notice of Sale)

Section 3. The notice provided in Section 2 above shall be published once a week for 3 consecutive weeks prior to the date of sale and shall be mailed by first class mail, postage prepaid, at least 20 days before the sale to each owner of a parcel which is subject to sale as provided in the notice, and to each person who has a property interest in any of that property that is recorded, if that property interest could be adversely affected by the sale. The City Clerk is directed to make such publication and mailing. An affidavit of publication is hereby required to be filed with the City Clerk. The City Clerk shall also make out an affidavit that the mailing as described above has been made and file that affidavit in his/her records.

Section 4. The City Treasurer is directed to obtain the names and addresses of the property for which there is a delinquent assessment from the records of the County Assessor or such other source or sources as the City Clerk deems reliable. The list of names and addresses must have been revised within 12 months prior to the date of sale.

Section 5. The officers of the City are hereby authorized to take all action necessary to effectuate the provisions of this resolution.

Section 6. This resolution is effective on passage and approval.

PASSED, ADOPTED AND APPROVED May 4, 2011.

_____
Mayor

(SEAL)

Val Steed 4-19-11
_____
Approved as to Form

_____
Beverly K. Bridges, MMC
City Clerk

STATE OF NEVADA)
):ss
CITY OF LAS VEGAS)

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

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Council at a meeting of the Council held on May 4, 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 the Council as follows:

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

3. The members of the Council were present at such meeting and voted on the passage of such resolution as set forth in such minutes.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the City seal, attested by the City Clerk and recorded in the minutes of the Council.

5. All members of the Council were given due and proper notice of the meeting. Pursuant to NRS 241.020, Nevada Revised Statutes, written notice of the meeting was given no later than 9:00 a.m. on the third working day before the meeting including the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice not later than 9:00 a.m. on the third working day before the meeting at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(a) Court Clerk's Bulletin Board

City Hall Plaza, 2nd Floor Skybridge
Las Vegas, Nevada

(b) Court Clerk's Office Bulletin Board
City Hall Plaza
Las Vegas, Nevada

(c) Las Vegas-Clark County Library
833 Las Vegas Boulevard North
Las Vegas, Nevada

(d) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(e) 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 notice of the meetings of the Council in the same manner in which notice is required to be mailed to a member of the 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.

6. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

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

8. A copy of the notice so given of the meeting of the Council held on May 4, 2011 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City this May 4, 2011.

_____
Beverly K. Bridges, City Clerk

(SEAL)

EXHIBIT A

(Attach Notice and Agenda of Meeting)

EXHIBIT B

(Attach Affidavit of Publication of Notice of Sale)

EXHIBIT C

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned, Beverly K. Bridges, City Clerk of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, as evidenced by the affidavit attached as Exhibit 1 hereto, I caused to be mailed a notice in substantially the form attached hereto as Exhibit 2 to the persons described in paragraph 2 hereof on June 7, 2011, being at least 20 days before the sale, which was held on June 28, 2011.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has a property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this _____ ___, 2011.

_____
City Clerk

SUBSCRIBED AND SWORN TO before me this _____ ___, 2011, by Beverly K. Bridges, City Clerk, City of Las Vegas, Nevada.

_____
Notary Public

(SEAL)

EXHIBIT 1

STATE OF NEVADA)
:ss
COUNTY OF CLARK)

AFFIDAVIT OF MAILING
NOTICE OF SALE

The undersigned _____, the _____ of Assessment Management Group of the City of Las Vegas, Nevada, hereby swears on oath or affirmation:

1. Pursuant to Section 3 of the resolution attached hereto, I mailed a notice in substantially the form attached on the attachment hereto marked Exhibit 2 to the persons described in paragraph 2 hereof on June 7, 2011, being at least 20 days before the sale, which was held on June 28, 2011.

2. The Notice was mailed by certified mail to each owner of a parcel which was subject to the sale, and to each person who has property interest in any of the property subject to the sale that is recorded in the records of the County Recorder.

3. Receipts from the certified mailing and this affidavit will be retained in the records of the City for the Districts identified in the Notice until all of the assessments for those Districts and all bonds pertaining thereto have been paid in full.

Dated this ____ day of _____, 2011.

_____
Title:_____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2011 by _____, _____ of Assessment Management Group.

_____
Notary Public

(SEAL)

EXHIBIT II

(Attach copy of Notice as Mailed)

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
ADMINISTRATIVE:

Report and possible action regarding the status of negotiations and concessions between the City of Las Vegas and its various bargaining units - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
At the direction of Mayor and Council, the City Manager's Office will give a report of ongoing labor discussions and related fiscal issues. The report will provide a thorough review of labor concessions, fire and LVPPA negotiations at the city consistent with the intent of NRS 288.

RECOMMENDATION:
City Council to accept the report and give direction if necessary

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Discussion and possible action regarding the submittal of the City of Las Vegas 2011-2012 Action Plan that secures $9,735,739 in U.S. Department of Housing and Urban Development (HUD) and State of Nevada funds - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $9,735,739
Funding Source: HUD/State of Nevada Funds
Dept./Division: Economic and Urban Development/Neighborhood Dev.

PURPOSE/BACKGROUND:
In order to receive federal and state funds for housing, homeless, and community development activities, the City of Las Vegas must submit an Action Plan to U.S. Department of Housing and Urban Development (HUD) no later than May 15, 2011. The Draft Action Plan outlines activities that will be undertaken by the City of Las Vegas for the period of July 1, 2011 through June 30, 2012. Funding sources include CDBG, ESG, HOME and HOPWA funds from HUD; and HOME funds from the State of Nevada.

RECOMMENDATION:
Staff recommends that Council approve the submittal of the City of Las Vegas 2011-2012 Action Plan to HUD, including consideration of public comment as required by HUD.

BACKUP DOCUMENTATION:
2011-2012 Draft Action Plan

Second Program Year Action Plan

The CPMP First Annual Action Plan includes the SF 424 and Narrative Responses to Action Plan questions that CDBG, HOME, HOPWA, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Date Submitted 5/12/11	Applicant Identifier	**Type of Submission**	
Date Received by state	State Identifier	**Application**	**Pre-application**
Date Received by HUD	Federal Identifier	Construction	Construction
		Non Construction	Non Construction

Applicant Information	
Las Vegas, NV	030381610
400 Stewart Avenue, 2nd Floor	
	City of Las Vegas
Las Vegas / Nevada	Economic and Urban Development
89101 / U.S.A.	Neighborhood Development Division
Employer Identification Number (EIN):	Las Vegas, NV
88-6000198	7/1
Applicant Type:	**Specify Other Type if necessary:**
Local Government: City	
Program Funding	**U.S. Department of Housing and Urban Development**

Catalog of Federal Domestic Assistance Numbers; Descriptive Title of Applicant Project(s); Areas Affected by Project(s) (cities, Counties, localities etc.); Estimated Funding

Community Development Block Grant	14.218 Entitlement Grant
Capital, public services and administration	City of Las Vegas, Nevada
$5,540,639 / $Additional HUD Grant(s) Leveraged $	Describe ESG, HOME, HOPWA
$Additional Federal Funds Leveraged $3,157,547	$Additional State Funds Leveraged $2,020,337
$Locally Leveraged Funds $9,360,979	$Grantee Funds Leveraged $186,307
$Anticipated Program Income $400,000	Other (Describe)
Total Funds Leveraged for CDBG-based Project(s) $14,,725,170	

Home Investment Partnerships Program	14.239 HOME	
New Construction, Rehabilitation and Homeownership	City of Las Vegas, Nevada	
HOME = $2,456,084	$Additional HUD Grant(s) Leveraged	Describe CDBG, ESG
$Additional Federal Funds Leveraged $6,996,000	$Additional State Funds Leveraged $3,619,873	
$Locally Leveraged Funds $32,285,704	$Grantee Funds Leveraged $2,769,589	

$Anticipated Program Income $0	Other (Describe)		
Total Funds Leveraged for HOME-based Project(s) $45,671,166			
Housing Opportunities for People with AIDS	14.241 HOPWA		
Housing Assistance, Supportive Services and Administration	Clark County, NV (Las Vegas EMSA)		
$1,098,706	$Additional HUD Grant(s) Leveraged	Describe Ryan White Title 1, CDC	
$Additional Federal Funds Leveraged $231,911	$Additional State Funds Leveraged $0		
$Locally Leveraged Funds $971,955	$Grantee Funds Leveraged $986,647		
$Anticipated Program Income $0	Reprogrammed Funds $0		
Total Funds Leveraged for HOPWA-based Project(s) $2,190,513			
Emergency Shelter Grants Program	14.231 ESG		
Operations, Essential Services and Administration		City of Las Vegas, NV	
$225,482	$Additional HUD Grant(s) Leveraged	Describe CDBG, HOPWA	
$Additional Federal Funds Leveraged $768,783	$Additional State Funds Leveraged $1,151,892		
$Locally Leveraged Funds $357,866	$Grantee Funds Leveraged $3,382,911		
$Anticipated Program Income $0	Other (Describe)		
Total Funds Leveraged for ESG-based Project(s) $5,661,452			

Congressional Districts of:		Is application subject to review by state Executive Order 12372 Process?	
Applicant Districts		Project Districts	
Is the applicant delinquent on any federal debt? If “Yes” please include an additional document explaining the situation.	Yes	This application was made available to the state EO 12372 process for review on DATE	
	No	Program is not covered by EO 12372	
Yes	No	N/A	Program has not been selected by the state for review

Person to be contacted regarding this application		
William Arent		
Director, Economic and Urban Development Department	702-229-6551	702-382-3045
sharsin@lasvegasnevada.gov	www.lasvegasnevada.gov	
Signature of Authorized Representative		5/12/11

Narrative Responses

Executive Summary
This Action Plan presents the housing and community development activities which will be undertaken by the City of Las Vegas (City) for the Federal Fiscal Year of July 1, 2011 through June 30, 2012 (2011-2012). The Federal programs that primarily fund these activities include the Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), Home Investment Partnerships (HOME) program and Housing Opportunities for Persons with AIDS (HOPWA) programs. The program goals include provision of decent housing, a suitable living environment, and expanded economic opportunities.

Preparation of the 2011-2012 Action Plan included extensive opportunities for citizen input and comment. The City held one (1) public hearing for non-profit organizations, and government agencies regarding the allocation of federal funds. The draft 2011-2012 Action Plan was made available to the public through advertisement in local newspapers on April 8, 2011 for a 30-day public review and comment period until May 9, 2011. The draft plan was made available in print form at the Economic and Urban Development Economic and Urban Development. A public hearing to solicit public comments on the draft plan and approve the draft plan was held at the City Council meeting. The final plan will be available to the public on the City's website at www.lasvegasnevada.gov and in print form at the Economic and Urban Development.

City of Las Vegas Vision
A vibrant, affordable, diverse, unique, and world-class city of opportunity in which all citizens enjoy their neighborhoods, feel safe, and know they will be heard.

City of Las Vegas Priorities
1. Sustainable, Livable Neighborhoods
2. Vibrant Urban Fabric
3. Fiscally Sound Government
4. Pro-Business Environment
5. Safe City
6. Citizen Engagement

In support of the City's vision and priorities, the Consolidated Plan and Action Plan include housing and community development activities which:

- Create more affordable rental and owner-occupied housing opportunities for its citizens; Support diverse, safe, sustainable and livable neighborhoods through improvements to housing, public facilities, infrastructure, and services;
- Provide public facilities and services that promote healthy lifestyles for the community ensuring access and availability to the disabled, homeless, low-income residents, seniors, and youth;
- Promote open government by providing its citizens with extensive public input and comment opportunities regarding the Consolidated Plan and Action Plan;
- Provide and Improve the city's affordable housing stock, public facilities, parks and infrastructure and provide a safe environment for City residents, businesses, and visitors; and
- Revitalize and invigorate the City's urban core and surrounding neighborhoods.

City of Las Vegas Available Resources

The 2011-2012 Action Plan Federal funding sources and amounts are listed in Table 1 and the funding source administrative expense limitations are shown in Table 2 below.

Table 1 - 2011-2012 Federal Funds

	CDBG	HOME	HOPWA	ESG	Total Funding
2011-2012 Entitlement	$5,540,639	$2,456,084	$1,098,706	$225,482	$9,320,911

Table 2 – Program Administration

	CDBG	HOME	HOPWA	ESG
2011-2012 Entitlement	$5,540,639	$2,456,084	$1,098,706	$225,482
Estimated 2011-2012 Program Income	$350,000	$0	$0	$0
Administrative Cap Allowance	20%	10%	3%	5%
Administrative Cap	$1,178,128	$245,608	$32,961	$11,274

Source: HUD, 2011

Table 3 lists the limit on public service expenses for the CDBG program.

Table 3 – Public Service Cap for the CDBG Program

	CDBG
2011-2012 Entitlement	$5,540,639
Estimated 2011-2012 Program Income	$350,000
Public Service Cap Allowance	15%
Public Service Cap Amount	$883,596

Source: HUD, 2011

Table 4 below lists the required Community Housing Development Organization (CHDO) set-aside for the HOME program.

Table 4 – CHDO Set-Aside for the HOME Program

	HOME
2011-2012 Entitlement	$2,456,084
Minimum CHDO Set-Aside Percentage	15%
Minimum CHDO Set-Aside Amount	$368,413

Source: HUD, 2011

Table 5 below lists available matching funds for CDBG, HOME, HOPWA, and ESG programs.

Table 5 – Matching Funds

	CDBG	HOME	HOPWA	ESG	Total Funding
Other Federal Funds Leveraged	$3,157,547	$2,225,550	$231,911	$768,783	$11,154,241
State of Nevada Funds Leveraged	$2,020,337	$1,018,260	$0	$1,151,892	$6,792,102
CLV Grantee Funds Leveraged	$186,307	$2,217,519	$971,955	$357,866	$4,285,717
Locally Leveraged Funds	$9,360,979	$2,625,871	$986,647	$3,382,911	$46,016,241
Total	**$14,725,170**	**$8,086,900**	**$2,190,513**	**$5,661,452**	**$68,248,301**

Source: Estimates based on 2011-2012 City of Las Vegas Grant Applications, State of Nevada

Table 6 shows available State of Nevada matching funds for affordable housing projects.

Table 6 - State of Nevada Matching Funds

Funding Source	Activity	Amount
Low-Income Housing Tax Credit (LIHTC) - 2011 Reservations	Affordable Special Needs, Family, and Senior Multi-family Housing Projects	$2,000,000
Low-Income Housing Trust Fund (LIHTF)	Affordable Single and Multi-family Housing Projects	$236,682
HOME Funds	Affordable Single and Multi-family Housing Projects	$414,828
	TOTAL	$2,651,510

Source: State of Nevada Housing Division, 2011

Table 7 shows City of Las Vegas Non-Federal matching funds for affordable housing projects.

Table 7 - City of Las Vegas Non-Federal Matching Funds

Funding Source	Activity	Amount
Private Activity Bonds	Tax Exempt Bonds for Affordable Multi-family Housing Projects	$29,611,000
Redevelopment Agency 18 Percent (%) Set-Aside for Affordable Housing	Affordable Single and Multi-family Housing Projects	$
	TOTAL	$32,411,000

Source: City of Las Vegas, 2011

Table 8 below lists the Southern Nevada Regional Housing Authority estimated funding for FY 2011-2012.

Table 8 – Southern Nevada Regional Housing Authority

Funding Source	Activity	Amount
Section 8 Program	Housing Choice Voucher Program / Designated Units	$37,500,000
Low-Income Public Housing Program	Family / Senior / Designated Senior / Scattered Site Housing	$17,824,000
Affordable Housing Program	Non-Aided Affordable Housing Units	$1,900,000
	TOTAL	$57,224,699

Source: Southern Nevada Regional Housing Authority FY 2008-2012 Five-Year Plan

Leverage and Other Non-Federal Resources

Federal funds (CDBG, ESG, HOME, and HOPWA) used by the City for housing and community development projects and programs leverage funding from the following private and non-federal public resources:

- Clark County (CDBG, ESG, HOME, HOPWA)
- Foundations (CDBG, ESG, HOME, HOPWA)
- General Obligation Bond (CDBG)
- Low-Income Housing Tax Credit
- Private Activity Bonds
- Private Contributions
- Redevelopment Agency 18 Percent Set-Aside for Affordable Housing
- State of Nevada (HOME, LIHTF)

Affordable Housing Objectives and Outcomes

Affordable housing activities for 2011-2012 include rental housing subsidies through Tenant Based Rental Assistance (TBRA) programs, new multi-family and single family housing construction and multi-family and single family acquisition/rehabilitation programs, and single family rehabilitation programs.

The City of Las Vegas administers and operates a single family rehabilitation program as well as administers home repair programs operated by non-profit agencies. Non-profit agencies receive funding to administer down payment assistance programs, housing acquisition and construction projects, and TBRA programs. The City also administers and operates two TBRA programs and the Homeless Prevention and Rapid Re-housing (HPRP) program funded through the American Recovery and Reinvestment Act (ARRA).

In addition, the City continues to administer Neighborhood Stabilization Program (NSP1) funds for the purpose of purchasing, rehabilitating and selling foreclosed homes and providing assistance with down payment, closing costs or mortgage buy-down to eligible homebuyers as well as operate a scattered site rental program through the Housing and Economic Recovery Act (HERA).

The city was also allocated $10,450,623 for Neighborhood Stabilization Program (NSP3). NSP3 will operate essentially in the same manner as NSP1. A key component of both

NSP1 and NSP3 is the programmatic requirement that 25% of all funds must be utilized for households earning 50% AMI or less . Our currently approved Analysis of Impediments to Fair Housing 2010-2015 indicates that parts of Ward 3 and Ward 5 are over saturated with affordable housing projects. We are utilizing NSP1 and NSP3 to provide scattered site housing (rental housing) in Wards 1, 2, 4 and 6 to accomplish a goal of producing affordable and safe housing outside the boundaries of high minority and low income concentrated areas. Thus far, the city has purchased 40 homes for this program and has rented out 12. It is anticipated that by the end of Program Year 2011-12 that all the homes will be rented. The housing objectives, which are consistent with the 2011-2015 Consolidated Plan, will expand the supply of affordable renter and owner housing for low-income and very low-income households. The housing objectives and related number of housing units and households to be assisted are listed in Table 9 below.

Table 9 - Housing Objectives

Housing Activity	# of Units/ Households	Funding Source
05S - Rental Housing Subsidies	105	HOME, RDA,
12 - Construction of Housing (multi-family, single family)	152	HOME, LIHTF, RDA 18% Set-Aside, Private Activity Bonds, LIHTC OTHER
14A – Rehabilitation; Single-Unit Residential	246	CDBG, HOME
Grand Total	**503**	

Table 10 shows the housing projects and related number of units

Table 10 Housing Outcomes

Project #	Construction Projects	Providing decent affordable rental housing.
	13 - Direct Homeownership Assistance	
	14A – Rehabilitation; Single-Unit Residential	
5	City of Las Vegas Single Family Rehabilitation and Implementation Program	246 housing units will be rehabilitated to have sustained affordable housing for the purpose of providing decent affordable housing
24	James Seastrand Helping Hands – Minor Home Repairs	190 housing units occupied by seniors will have increased access and availability to affordable housing for the purpose of providing decent affordable housing.
33	Rebuilding Together with Christmas in April – Housing Rehabilitation	25 housing units for seniors, disabled and families with children will have increased access and availability through housing rehabilitation for the purpose of providing decent affordable housing

Homeless Prevention and Emergency Services Objectives and Outcomes

The 2011-2012 Action Plan provides funding for the continued operation of emergency shelter providers. Table 11 below indicates the proposed number of homeless persons to be assisted and the funding source for each activity that addresses homelessness.

Table 11 – Homeless Objectives

Activity	# Persons	Funding Source
Essential Services and Transitional Housing	4,721	CDBG
HOPWA Homeless Prevention	1,577	HOPWA
HOPWA TBRA	11	HOWPA
Shelter Operations	150,000	ESG
Tenant-Based Rental Assistance	105	HOME
Grand Total	**241,149**	

Table 12 shows the homeless outcomes by number of homeless persons served for each funded project.

Table 12 – Homeless Outcomes

Project No.	Homeless Programs	Homeless Outcomes
	03T - Operating Costs of Homeless/AIDS Patients Programs	
48	Catholic Charities – St. Vincent Lied Dining Facility – Operations	Homeless persons will be assisted with food resources to prevent hunger for the purpose of creating suitable living environments.
49	HELP of Southern Nevada	Transitional housing for homeless youth.
50	Salvation Army	Provide emergency shelter, meals and access to services.
54	The Shade Tree	Provide 24 hour accessible shelter for homeless women & children.
55	WestCare	Provide shelter beds.
	05 - Public Services (General)	
7	City of Las Vegas Tenant-Based Rental Assistance Program - Essential Services, Homeless Prevention, and Operations	Households that received TBRA will receive improved access to affordable rental housing and prevent homelessness among at risk low and moderate income persons for the purpose of providing decent affordable housing
46	City of Las Vegas Tenant-Based Rental Assistance Program – Essential Services, Homeless Prevention, and Operations	Households will receive TBRA and improved access to affordable rental housing and prevent homelessness among at risk low and moderate income persons for the purpose of providing decent affordable housing
13	Catholic Charities – Public Restrooms for Homeless Persons	Homeless persons will access public services to decrease the number of chronically homeless and increase food resources to prevent hunger for the purpose of creating suitable living environments.

47	Catholic Charities – RSD Job Office – Essential Services	Homeless persons will receive improved accessibility and availability to public services including transportation services and job training for the purpose of creating suitable living environments.
14	Catholic Charities – St. Vincent HELP, Inc. – Client Services	Homeless persons will access public services including case management and transportation services for the purpose of creating suitable living environments.
20	Family Promise – Emergency Shelter	Homeless families will access emergency shelter to decrease the number of chronically homeless persons and increase self-sufficiency for the purpose of providing decent affordable housing.
51	HELP of Southern #2 – Youth Services	Provide transitional and emergency housing for homeless youth and aged out foster kids.
53	Salvation Army – Vocational Training Services	Homeless persons will receive access to employment training to increase the skills necessary to obtain and maintain employment and become more self-sufficient for the purpose of creating suitable living environments
35	Shade Tree -Homeless Prevention	Provide case manager for emergency shelter clients. .
44	Women's Development Center – Transitional Housing	Homeless households will have access to stable affordable housing, maintain utility services, and maintain services and approximately 73 percent (%) will achieve residential stability for the purpose of creating suitable living environments. affordable housing.
05S - Rental Housing Subsidies (HOME Tenant-Based Rental Assistance)		
63	City of Las Vegas Tenant-Based Rental Assistance Program – Rental Assistance to Help Prevent Homelessness	75 households receiving TBRA will receive improved access to affordable rental housing and prevent homelessness among at risk low and moderate income persons for the purpose of providing decent affordable housing
031 - HOPWA		
69	Aid for AIDS of Nevada (AFAN	Short-term rent, mortgage, and utility assistance for HIV/AIDS clients while waiting for approval to receive Social Security Disability and/or Supplemental Security Income.
71	Community Counseling Center	Provide supportive services, including counseling and case management, for clients with dual diagnosis of mentally ill and HIV.

75	Golden Rainbow	Short-term rent, mortgage, and utility assistance, housing facility operations, and supportive services for people living with HIV/AIDS.
74	HELP of Southern Nevada	Emergency Resource Services including food vouchers and transportation assistance for HIV/AIDS clients.
72	Women's Development Center	Affordable permanent housing and supportive services for people living with HIV/AIDS.

Community Development Objectives and Outcomes

The 2011-2012 Action Plan provides funding for several community development activities that benefit low and moderate-income persons. Public service funded programs include child care, life skills, social services, and youth programs. Community development projects include improvements to community and senior centers, streets streetlights, parks and recreation facilities, and code enforcement activities.

Table 13 below shows community development outcomes for each funded project.

Table 13 – Community Development Outcomes

Project #	Public Services Programs	Community Development Outcomes
17	Anthony Pollard Foundation - Full Day Kindergarten Program	Provide full day kindergarten and summer program.
30	Blind Center of Nevada - Back To Work	Provide job skills and technology training to blind/visually impaired adults.
4	Boys N Girls - College Bound	Provide a college prep and enrichment program for youth interested in college.
38	Catholic Charities #1 - Employment Services Center	Provide a structured work program designed to provide employment and supportive services.
42	Catholic Charities #2 - St. Vincent Help	Provide case management and pay for utilities, bus passes to prevent homelessness.
10	Catholic Charities #3 - Public Restrooms	Provide 2 safe public restrooms on a 24 hour basis in the homeless corridor.
13	City of Las Vegas Leisure Services Youth Programs	Allow low income children to participate in a variety of leisure activities and summer camp and track break programs.
11	City of Las Vegas Leisure Services Safekey Programs	Provide scholarships to low income children and their families for before and after school programs.
15	Clark County Law Foundation - Trial by Peers.	Provide positive alternatives to juvenile offenders.
19	Community Counseling Center - Mental Health Program	Provide mental health counseling services.
35	Consumer Credit Counseling - Financial Literacy Protecting Seniors	Provide financial counseling and information to low income seniors.
22	Family and Child Treatment of Southern	Provide intervention and treatment services for

	Nevada	women, children who have been the victims of sexual assault, abuse and/or domestic violence.
23	Family Promise - Case Management/Supportive Services	Provide case management and supportive services to homeless persons for transition to affordable housing.
29	Foundation for Positively Kids, Inc. - Services for Special Needs Children	Provide skilled nursing and therapeutic services for low/moderate income children who are medically or mentally fragile or severely disabled.
39	Greater Las Vegas After School All-Stars	Provide students with activities to keep them engaged after school and help them achieve higher grades in school.
40	HELP of Southern Nevada #2- Youth Shelter	Provide transitional and emergency housing for homeless youth and aged out foster kids.
44	Helping Hands of Vegas Valley - Senior Transportation	Provide senior transportation to medical appointments, grocery shopping, etc. and food pantry items.
8	Jewish Federation of Las Vegas	Provide funding for their Senior Lifeline Home Care Program, which provides respite to frail, elderly clients.
	Jude 22- Senior Nutrition Center	Provide food to frail and elderly seniors.
	Las Vegas Natural History Museum – Children's Fun	Provide at-risk students with field trips to the museum.
32	Lied Discovery Children's Museum - Youthworks	Provide mentoring, job skills training education and career guidance to low income students.
14	Rebuilding Together - National Rebuilding Day - Emergency Home Repairs	Repair and rehabilitation of homes of low-income individuals and families.
18	Salvation Army - Vocational Training Services	Provide transitional housing, case management, food, clothing, transportation, employment readiness skills etc.
20	Shade Tree -Homeless Prevention	Provide case manager for emergency shelter clients.
26	Southern NV Public Television - Ready to Learn	Provide a family literacy program created to increase the school readiness and literacy levels of children ages 2-8.
34	Spread the Word Nevada Kids to Kids	Improve literacy, raise elementary reading scores and assist families with English proficiency.
9	Women's Development Center - Transitional Housing	Provide housing and support services to prevent homelessness.

Evaluation of Past Performance

The following is an evaluation of the 2010-2011 Action Plan compared with this 2011-2012 Action Plan. The housing, homeless, and community development needs tables are attachments within the 2010-2015 Consolidated Plan.

- For Attachment 1 – Housing Needs Table, the goal for the number of persons that will benefit has increased from 353 households/housing units in 2008/2009 CAPER to 361 households/housing units in 2010-2011.
- For Attachment 3 – Homeless Needs Table, the goal for the number of beds for homeless persons that will benefit has not changed from 477 beds for individuals and 239 beds for families in 2008-2009 CAPER to 477 beds for individuals and 239 beds for families in 2011-2012.
- For Attachment 5 – Community Needs Table, the goal for the number of persons that will benefit has not changed from 50,289 persons in 2011-2012.

The following is a summary of the 2009-2010 CAPER for the City of Las Vegas.

The 2009-2010 Housing activities for the City of Las Vegas included the following:

- Rehabilitated or completed emergency repairs on 12 housing units with HOME and CDBG funding.
- Allocated CDBG funding to two sub-recipients that rehabilitated or completed minor home repairs on 230 housing units.
- Allocated HOME funding to two sub-recipients that provided 1 homebuyer with down-payment and closing cost assistance.
- The City completed a total of 250 new construction housing units (Get from Earlie tomorrow).
- Will need to continue working with housing developers to increase the percentage of housing units designated to serve the low and extremely low-income population.
- No projects were completed or underway to construct permanent affordable housing to serve persons with severe mental illness, drug/alcohol problems, developmental disabilities, and physical disabilities.
- Approximately 100 frail/elderly and senior households received housing rehabilitation assistance.
- Overall, 310 renter and owner households were assisted.

- For 2009-2010 Homeless activities for the City of Las Vegas included the following: Failed to meet the goal of providing enough permanent housing for all of the homeless in the city of Las Vegas.
- Provided sufficient prevention services using Homeless Prevention and Rapid Re-housing funds to prevent extremely low-income households who qualified from becoming homeless.
- Exceeded its goal in providing transitional housing and emergency shelter for homeless persons.
- Based on the goals, more support for the operations and maintenance of homeless facilities for homeless persons is needed.
- Exceeded its goal in providing food, employment, and transportation services for homeless persons.
- The ESG program leveraged a total of $6,966,733 in matching private sector, City, County, State, and other Federal funds.
- Overall, the City had a total of 581,212 homeless encounters and a total of $226,273 in ESG funds was spent on homeless activities.

For 2010-2011 Community Development activities for the City of Las Vegas included the following:

- CDBG construction or improvement activities included one neighborhood facility, one park/recreational facility, and one street/sidewalk improvement. The majority of public facilities and improvements met their one-year goals.
- Served a total of 16,634 youth.
- Served a total of 4,163 seniors.
- The total number of non-homeless persons with special needs served was 6,215 .
- Overall, the total number of persons served with CDBG public services was 65,302 .

General Questions

1. Geographic Areas of the Jurisdiction

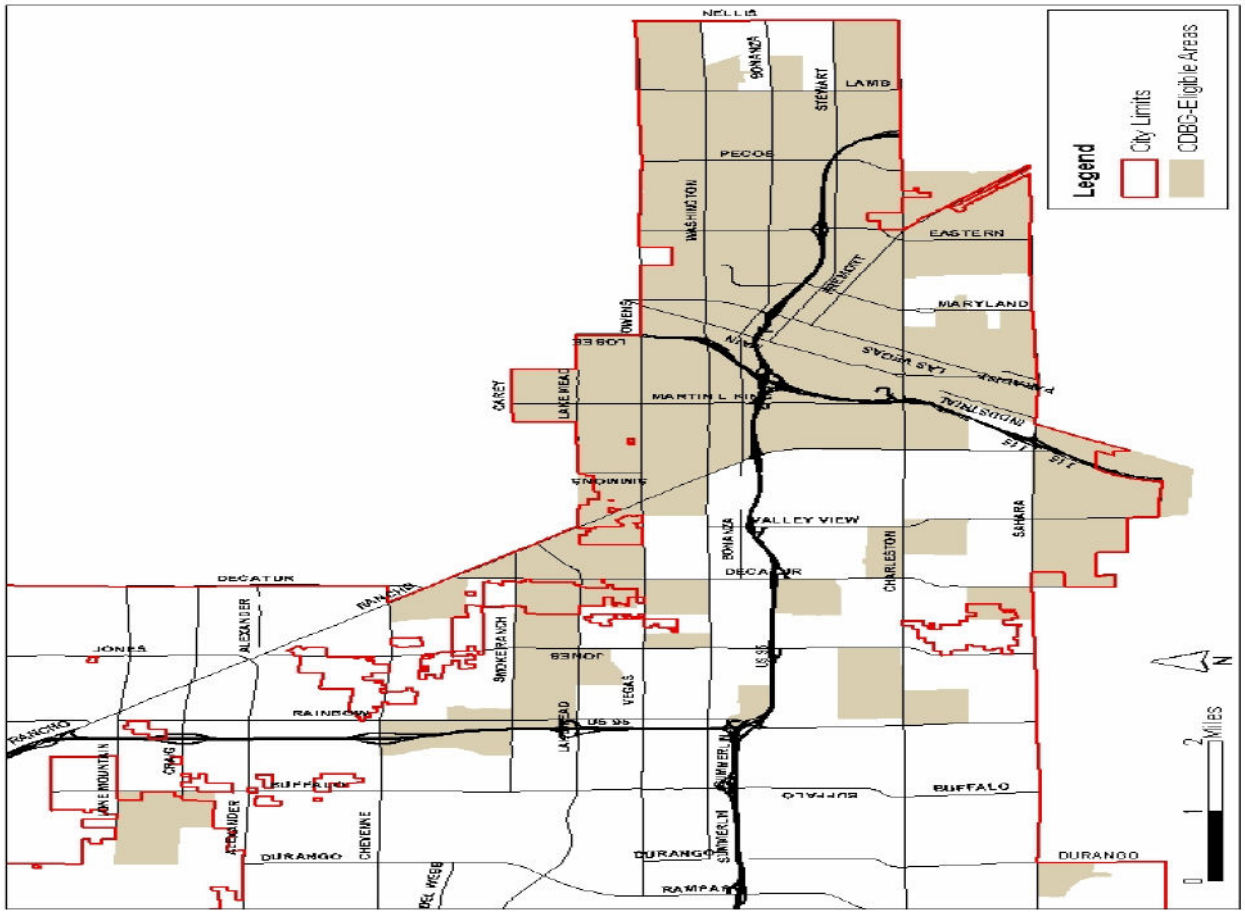
For geographic information about the City, please refer to the Consolidated Plan and City of Las Vegas Community Profile publication which may be downloaded from the City's website at: http://www.lasvegasnevada.gov/files/community_profile.pdf . Maps of the low and moderate-income and minority concentration areas are also included within the Consolidated Plan.

The majority, estimated at 97 percent (%) of Consolidated Plan funds will be directed towards the low and moderate-income target areas. Direct assistance will be made available to low and moderate-income households throughout the City. This includes the City's Housing Rehabilitation Program; which provides funding to low and moderate-income households that meet income verification requirements citywide. Low and moderate-income persons will also receive direct assistance through the CDBG public services, ESG, and HOPWA programs.

The following maps show the low and moderate-income areas and the locations of CDBG, ESG, and HOME funded projects by number. Map keys are included to show the organization, project name, and funding source for each project.

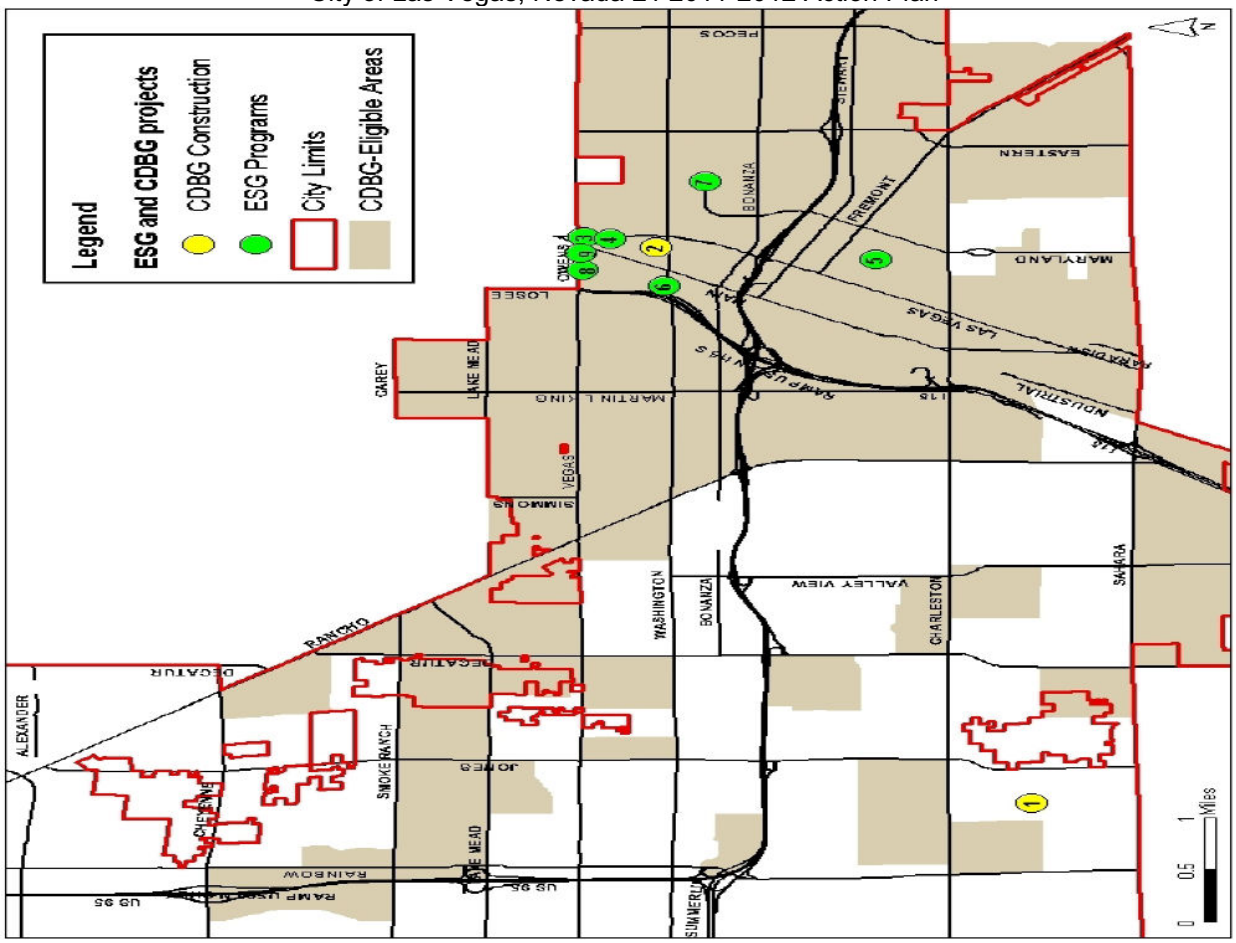
Map 1 - City of Las Vegas CDBG-Eligible Areas Map

City of Las Vegas, Nevada 20 2011-2012 Action Plan

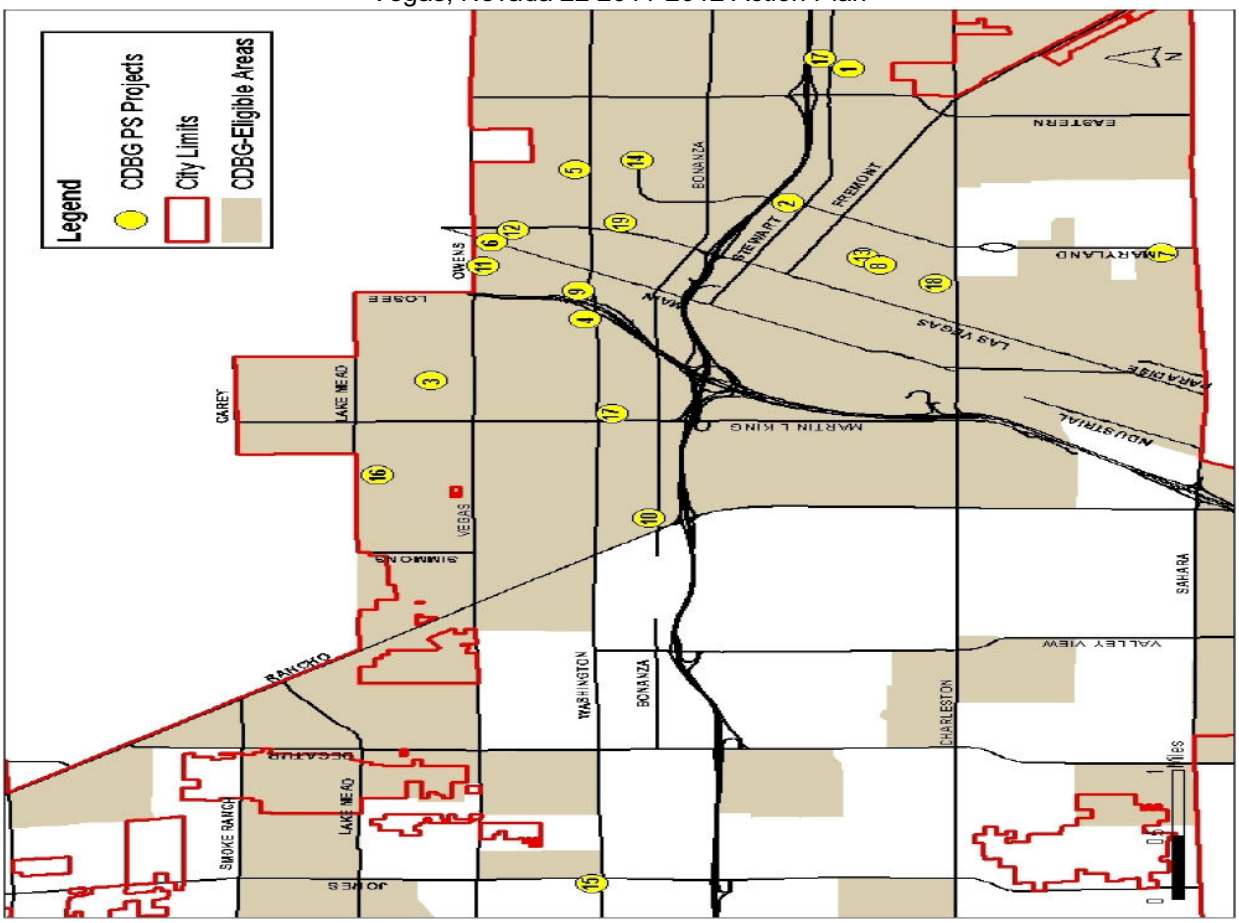


Map 2 - City of Las Vegas CDBG Construction Projects and ESG Programs Map

City of Las Vegas, Nevada 21 2011-2012 Action Plan



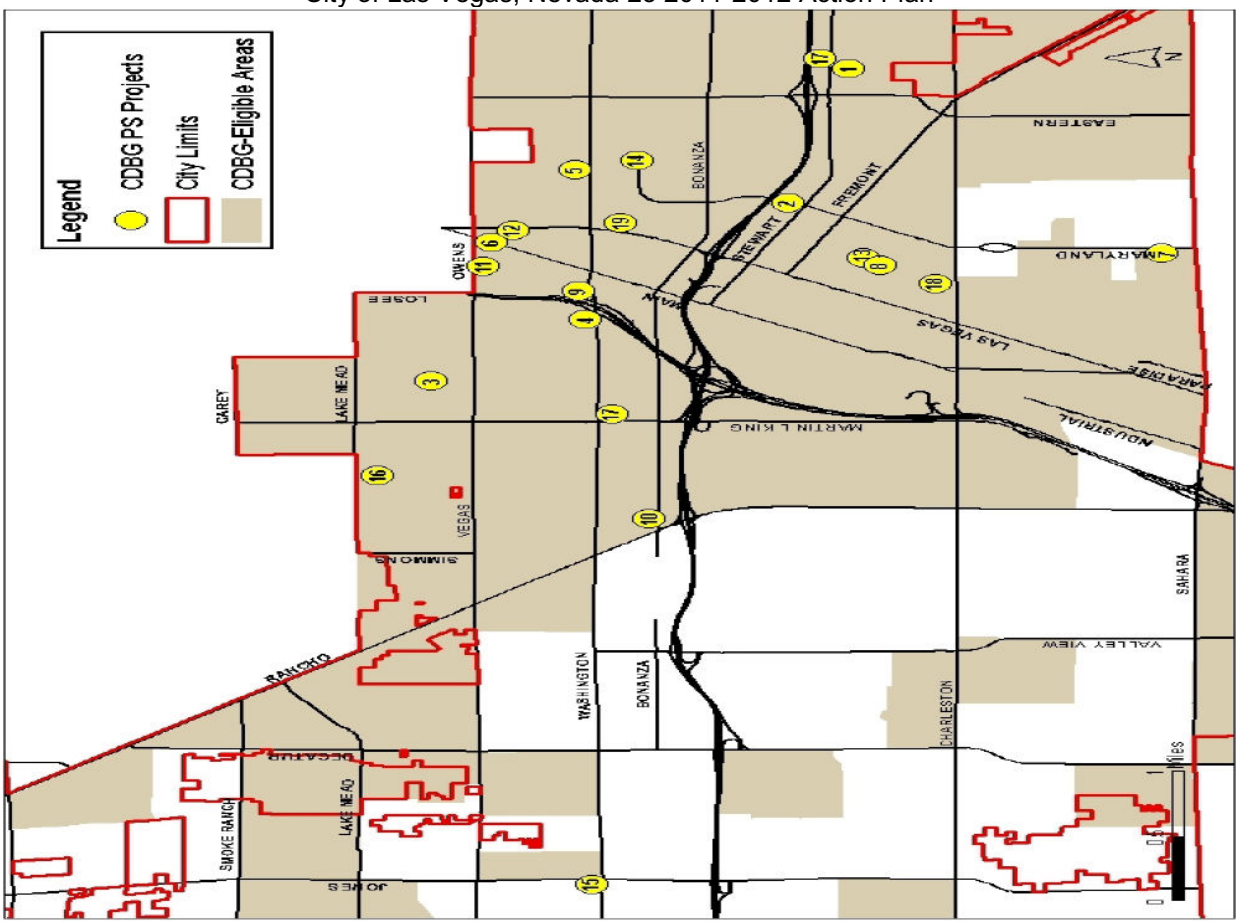
City of Las Vegas CDBG Construction Projects and ESG Programs Map Key City of Las Vegas, Nevada 22 2011-2012 Action Plan



Map ID	CDBG Construction Projects
Citywide	Rebuilding Together – Christmas in April
	East Las Vegas Senior Community Center Bond Payment
	Stupak Community Center Bond Payment
Citywide	City of Las Vegas Single Family Rehabilitation Program
Map ID	**ESG Programs**
3	Catholic Charities– St. Vincent Lied Dining Facility
4	HELP / Center for Independent Living – Teen Housing
8	Salvation Army – Homeless Services
9	The Shade Tree – Emergency Shelter
Citywide	WestCare Emergency Shelter

Map 3 - City of Las Vegas CDBG Public Service Programs Map

City of Las Vegas, Nevada 23 2011-2012 Action Plan



City of Las Vegas CDBG Public Service Programs Map Key

Map ID	CDBG Public Service Programs
5	Anthony Pollard Foundation - Rainbow Dreams Academy
6	Blind Center of Nevada, Inc.
7	Catholic Charities #1
8	Catholic Charities #2
11	Catholic Charities #3
12	Clark County Law Foundation
7	Consumer Credit Counseling
Citywide	Family and Child Treatment of Southern Nevada
Citywide	Family Promise
14	Foundation for Positively Kids, Inc.
15	Greater Las Vegas After School All-Stars
16	HELP of Southern Nevada Youth Shelter
18	Helping Hands of Vegas Valley, Inc.
Citywide	Lied Discovery Children's Museum
Citywide	Rebuilding Together of SNV
Citywide	Salvation Army
Citywide	Shade Tree
9	Southern NV Public Television
13	Spread the Word Nevada Kids to Kids
14	Jewish Federation of Las Vegas
15	Women's Development Center

2. Basis for Allocation of Funding Geographically
The basis for allocating the City's investments geographically occurs during the Request for Applications (RFA) process. The City distributes the grant applications for CDBG, ESG, HOME, and HOPWA to eligible non-profit organizations. Included in each grant application package are copies of the Federal regulations pertinent to each program and a map showing the low and moderate-income areas within the City (see Map 1). Grant applications must meet all City, State, and Federal regulations and must be located within the City of Las Vegas, with the exception of HOPWA funds; which are available to eligible non-profit organizations that provide housing and services within Clark County, the Eligible Metropolitan Statistical Area (EMSA). Map 1 shows the entire CDBG-eligible areas for the City. Maps 2 and 3 indicate that the majority of CDBG and ESG projects are located within the CDBG-eligible areas. While some CDBG projects are located outside the CDBG-eligible areas they are eligible as long as the project meets a national objective and is an eligible activity. For example, CDBG funds may be used to support a project that benefits a low-mod income limited clientele such as the disabled regardless of the location.

3. Meeting Underserved Needs
According to the Consolidated Plan, extremely low- and low-income households of all types are underserved with respect to affordable housing. In order to overcome this gap, the City has included strategies to provide additional affordable rental and owner housing opportunities. This Action Plan includes projects that will fund the acquisition, rehabilitation and new construction of rental and owner housing units using federal funds to leverage state and private funding sources. The Action Plan also includes the single family rehabilitation program. According to the Consolidated Plan, senior and special needs housing and services are also underserved needs in the community. Projects that will fund senior and special needs housing and services are included in this Action Plan. Low and moderate-income persons are underserved in the areas of affordable childcare, employment opportunities, job training, youth activities, life skills, and social services. Several public service programs included in this Action Plan address these underserved needs of low and moderate-income persons.

4. Available Resources
For information on available resources to address needs, please refer to Managing the Process on pages 3-7 of the Executive Summary.

Managing the Process

1. Lead Agency
The City of Las Vegas, a HUD entitlement grantee, is the lead agency for administering programs and projects covered by the 2011-2015 Consolidated Plan and 2011-2012 Action Plan. The City's Economic and Urban Development administers these programs and projects. Other City Departments involved in these programs and projects include Building and Safety, Business Development, City Attorney, Field Operations, Finance and Business Services, Leisure Services, Planning and Development, and Public Works. The City allocates CDBG, ESG, HOME, and HOPWA funding to over fifty (50) different non-profit organizations. For a list of the organizations that will receive funding for this program year, please refer to the Project Tables.

2. Grant Funds Application and Action Plan Development Process

The City of Las Vegas utilizes a Request For Applications (RFA) process to aid in the development of viable communities by providing decent housing and a suitable living environment, principally for person of low, very-low and moderate income. Funding will be provided through the HUD CDBG, ESG, and HOPWA programs. The City utilizes non-profit partners to assist in providing housing and community development activities, including public services.

The Community Development Recommending Board (CDRB) is a citizen's advisory group, appointed by the City Council. CDRB members represent target neighborhoods and populations. The CDRB recommends to the City Council funding for the housing, homeless, and community development programs and projects that most effectively and efficiently meet community needs.

Planning activities adhere to the following steps:
Step 1 -Dissemination of Grant Funds information to agencies and individuals;
Step 2 -Identification of community development issues, needs, and concerns through community meetings and citizen input;
Step 3 - Formulation of community development goals and preliminary strategies. (staff and citizens);
Step 4 -Submission of project applications; and
Step 5 -Project selection: Review of project applications by CDRB and staff, project recommendations of CDRB to the Las Vegas City Council, Public hearing before the Las Vegas City Council and final selection of projects for application submission to HUD.

Citizen Participation

Two CDBG, ESG, and HOPWA application workshops were held to provide technical assistance for non-profit organizations. Eleven CDRB meetings were held for the allocation of CDBG, ESG, and HOPWA funds. Applicants are allowed to present their projects to the CDRB for three minutes. This is followed by five minutes of questions by CDRB members of applicants, including their projects. After all of the applicants have made their presentations, the CDRB recommends projects for funding.

For more details on the 2011-2012 program year public input process, see Table 15 below.

Table 15 - Action Plan Citizen Participation Schedule

ACTION	DATE
Community Needs Surveys Distributed to Target Neighborhoods	May - Delete?
Community Needs Surveys Due	June - Delete?
Applications Release Date	October
Application Workshop (First Time Applicants)	October
Application Workshop (CDBG Public Service, Construction, HOPWA, ESG)	October

Applications Due Date	October
Applications Threshold Review	October/November
HOPWA Presentations to CDRB	January
ESG Presentations to CDRB	January
CDBG Public Service Presentations to CDRB	January
Public Hearing for City Council Approval of CDRB Recommendations	April 6, 2011
Advertise draft Action Plan for 30-day public review and comment period	April 8, 2011
Public Hearing and City Council approval of the submittal of the Action Plan to HUD, including consideration of public comment as required by HUD	May 4, 2011
Submit final 2011-2012 Action Plan to HUD	May 16, 2011
Fiscal Year begins	July 1, 2011
Fiscal Year ends	June 30, 2012

Source: 2011-2012 CDRB Process

Development of the Action Plan

The City gathered information from the Southern Nevada Regional Housing Authority regarding public housing. The City worked closely with Clark County, City of Henderson, and City of North Las Vegas regarding the regional homeless plan to gather information for the homeless section of this plan. The plans and reports with website addresses used as references in drafting and completing this Action Plan are:

- Analysis of Impediments to Fair Housing Choice for the City of Las Vegas, BBC Research and Consulting – 2010 Currently available on the City's website.
- Analysis of the Las Vegas, Nevada Housing Market, HUD – 2009, http://www.huduser.org/publications/pdf/CMAR_VegasNV.pdf
- Five-Year Capital Improvement Plan, City of Las Vegas – 2008, http://www.lasvegasnevada.gov/files/CIP5yrplan.pdf .
- Five-Year Plan of the Housing Authority of the City of Las Vegas – 2008, www.SNRHA.org/
- FY 2005-2009 Amended HUD Consolidated Plan, HCP Consortium – 2006 http://www.co.clark.nv.us/finance/crm/Library.htm
- Homes for Homeless Nevadans 10 Year Plan to Reduce Homelessness, City of Las Vegas – 2008 http://www.lasvegasnevada.gov/files/Homes4HomelessNevadansPlan .pdf
- Las Vegas Community Profile, City of Las Vegas – 2008 http://www.lasvegasnevada.gov/files/community_profile.pdf
- Master Plan 2020 Policy Document, Housing Element, City of Las Vegas 2008 http://www.lasvegasnevada.gov/files/Housing_Element.pdf
- Nevada Special Needs Housing Assessment, State of Nevada, BBC Research and Consulting – 2002 http://nvhousing.state.nv.us/pr/Special%20Needs%20Report.pdf
- NHD Apartment Facts, State of Nevada – 2006 http://nvhousing.state.nv.us/index.htm

- Southern Nevada Community Assessment, United Way and Nevada Community Foundation – 2007
  http://www.uwsn.org/uploads/community_assessment/Southern%20Nevada%20Community%20Assessment%20%20070626.pdf
- Southern Nevada Workforce Housing Study, Clark County and SNRPC, Restrepo Consulting Group LLC - 2006
  http://www.snrpc.org/WorkforceHousing/FinalDraftr4.pdf

Enhance Agency Coordination
The City will continue to meet with Clark County, City of Henderson, City of North Las Vegas, Boulder City and City of Mesquite on a bi-monthly basis to discuss issues relating to CDBG, ESG, HOME, HOPWA, and Homeless projects. The discussions include joint projects, coordination of grant application cycles, consolidated plan updates, new project grand openings, new HUD program requirements, and other issues. The City works closely with Clark County and other local jurisdictions to ensure coordination of strategies and projects within the Consolidated Plan and Action Plan.

1. Citizen Participation Process Summary
See the Citizen Participation Plan Section on pages 18-23 of the Consolidated Plan. The Citizen Participation Process Summary is also located in this plan on pages 24-26as part of the Managing the Process Section. Community needs meetings and public hearings are the primary means by which individual citizens are able to provide input into the Neighborhood Services Grant Programs. To ensure an atmosphere of open communication and cooperation among and between the City, neighborhoods, local organizations, businesses, and individual citizens; open meetings are held at the neighborhood level. All such meetings are scheduled in advance and posted in the community. The meetings and hearings provide an opportunity for citizens to: (1) give input into community priorities and identify needed projects or programs and (2) comment on projects under consideration. In order to successfully meet the goals of HUD's Grant Programs, the voices of those individuals, neighborhoods and communities participating and/or impacted must be heard.

Public hearings and meetings were and continue to be the prime vehicle for eliciting public input. Generally, public meetings will be held to gather information on community priorities and to respond to citizen questions and concerns. Public hearings will be held by the Las Vegas City Council for the purpose of formal presentation and/or adoption of CDBG projects or programs and to hear citizen testimony. Each year, community needs are gathered to ensure that federal funds are used to provide services that are truly needed in targeted low income neighborhoods. These priority needs are collected by using surveys distributed to low income citizens requesting their input as to their community and personal needs. The survey results are tabulated and provided to prospective applicants for program guidance.

2. Public Comments Received
NONE.

3. Efforts to Broaden Participation
See the Citizen Participation Plan Section on pages 18-23 of the Consolidated Plan.

4. Public Comments Not Accepted
NONE.

1. Actions to Develop Institutional Structure

The City of Las Vegas Economic and Urban Development is responsible for the administration of the Action Plan. The Department administers its own grant programs and allocates funding to both non-profit and for-profit organizations for their programs and projects. In the next program year, the Department will continue existing partnerships and establish new partnerships with for-profit and non-profit organizations to address the City's housing and community development needs.

The Southern Nevada Regional Planning Coalition (SNRPC) is an organization that brings together all public jurisdictions, including the City, to coordinate policies and programs dealing with regional quality of life issues. These issues include air quality, homelessness, housing, population growth, public facilities, transportation, and water. The City's Economic and Urban Development will continue to participate in the SNRPC workforce housing and homeless committee meetings.

The Southern Nevada Regional Housing Authority (SNRHA) is the public housing agency for the City of Las Vegas. The SNRHA is currently providing assisted housing for more than 16,000 low and moderate-income family members. The SNRHA consists of federally funded family developments, senior housing, scattered site housing, affordable housing units, and section 8 housing choice vouchers. The SNRHA will continue to provide assisted housing to low and moderate-income families.

1. Monitoring of Housing and Community Development Projects

Included in each of the City's subrecipient agreements is an "on-site monitoring" section. It stipulates that the program under the agreement will be subject to "on-site monitoring" by a City or HUD representative on a 24-hour notice during normal working hours. It also states that the representatives shall be granted access to all records pertaining to the Program. Representatives may, on occasion, request to interview program recipients who volunteer to be interviewed.

An additional section of the subrecipient agreement addresses access to records. It states that at any time during normal business hours, City or HUD representatives shall make the subrecipients' records, with respect to matters covered by the agreement available for audit, examination, and review. To ensure consistent and equitable monitoring, a monitoring procedures manual has been developed which includes monitoring forms developed in compliance with federal regulations for use when staff conducts its visits to the agency or project site. This form addresses all the required certifications, insurance, legal documents, environmental review and is used to conduct a random sampling to confirm eligibility of clients, and that appropriate documentation of such is in their files. It is also used to verify and tag any equipment that may have been purchased with grant funds. If the agency has any grant-funded employees, payroll tax returns and W-2's are checked to make sure they were completed and submitted to the IRS.

1. Evaluation and Reduction of Housing Units with Lead-based Paint Hazards

To receive direct housing assistance, the City requires that all housing units built prior to 1978 be inspected for lead-based paint hazards. The City's subrecipient agreements are subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with assistance provided, notification of hazards of lead-based paint poisoning and elimination of lead-based paint

hazards. The City's subrecipients must utilize a certified clearance technician to make a visual assessment and certify clearance examination for all properties built prior to 1978. The City utilizes an XRF Analyzer for lead-based paint testing.

1. Housing Priorities and Specific Objectives

Table 17 below shows the housing activities, accomplishment types, and goals that the City is proposing to complete in 2011-2012 by funding source. Please refer to Attachment 6 - project worksheets for a project description, specific objective, performance measure, and outcome of each proposed housing project.

Table 16 - Housing Activities for 2011-2012 (Earlie)

Housing Activity	Accomplishment Type	Goal	Funding Source
05S - Rental Housing Subsidies	04 - Households	105	HOME
12 - Construction of Housing	10 - Housing Units	152	HOME, OTHER
14A – Rehabilitation; Single-Unit Residential	10 - Housing Units	246	CDBG, HOME
Grand Total		**503**	

2. Available Resources to Address Housing Needs

The City plans to use CDBG, HOME, and HOPWA funds to support housing activities for 2011-2012. Table 18 below shows the proposed housing projects for 2011-2012, funding amounts, and funding sources by HUD Matrix Code.

Table 17 - Housing Projects for 2011-2012

Project No.	Housing Project	Amount	Funding Source
	05S - Rental Housing Subsidies		
63	City of Las Vegas Tenant-Based Rental Assistance Program	$450,000	HOME
	14A – Rehabilitation; Single-Unit Residential		
5	City of Las Vegas Single Family Rehabilitation and Implementation Program	$385,000	CDBG
24	James Seastrand Helping Hands – Minor Home Repairs	$10,000	CDBG
33	Rebuilding Together with Christmas in April – Housing Rehabilitation	$32,120	CDBG

Needs of Public Housing

1. Public Housing Needs and Activities

Actions to Foster Public Housing Improvements

In an effort to move public housing residents up the economic scale, the SNRHA participates in the Family Self Sufficiency (FSS) Program. Under this program, public

housing residents and Section 8- Housing Choice Voucher participant are provided the means, through the coordination of public and private resources and supportive services, to becoming economically independent and self-sufficient. Supportive services required to achieve self-sufficiency are based on individual family needs and may include child care, transportation, education, job training, preparation, and counseling, substance/alcohol abuse treatment and counseling, life skills training and homeownership counseling. Thousands remain on the Section 8 –Housing Choice Voucher (HCV) and Public Housing waiting lists. For a full understanding of public housing resident and HCV participant needs and programs see the 5-year plans of the SNRHA, available through the organizations.

Assisted housing is housing that receives some form of federal, state or local financial assistance. This includes grants, loans, low-income housing tax credits, and industrial development revenue bonds. Assisted housing can be project based, where the housing unit itself is subsidized, or tenant based, where the assistance is given directly to the tenant who is then responsible for finding housing in the private market. Assisted housing includes the traditional public housing units that are funded by HUD as well as housing units that are managed by non-profit groups. In recent years, the Housing Authorities have expanded their parameters to serve people up to 80% of area median income, making housing for people at 30% of area median income increasingly scarce as housing authority units are rented to those over 30% of area median income.

Effective January 1, 2011, the Consortium consists of one housing authority. The former two public housing authorities: the Housing Authority of Clark County (HACC) and the Housing Authority City of Las Vegas (HACLV) have been regionalized into one agency, the newly formed Southern Nevada Regional Housing Authority. The Housing Authority of the City of North Las Vegas has not joined in the regional agency. There are currently 2,937 public housing units and 830 affordable housing units in the Consortium.

The SNRHA currently has 2,937 Public Housing units in its inventory. Rehabilitation needs are primarily funded using the Capital Fund. Physical improvements are planned or underway at several sites such as Levy Gardens, James Down Towers, Espinoza Terrace and Landsman Gardens. There are plans to convert unit in several properties to provide wheelchair, hearing and visual accessibility.

The results of the recent physical needs assessment indicate that the physical conditions of certain developments are in need of considerable improvements. The majorities of these properties are over thirty years old and are in need of comprehensive modernization. The Capital Fund Program/modernization funding has experienced significant cuts in the last three years. The physical needs assessment indicates $134.8 million is needed in order to ensure the public housing developments remain a viable housing option for low-income persons.
The former HACLV completed the Voluntary Compliance Agreement with HUD by the deadline of December 31, 2009.

2. Housing Authority Performance
Not Applicable.

Barriers to Affordable Housing

1. Actions to Remove Barriers to Affordable Housing

The City plans to undertake the following actions during the next year to remove barriers to affordable housing:

- Assist affordable housing developers with the development process and how to obtain project building permits in a timely manner;
- Continue to participate in the Southern Nevada Regional Planning Coalition (SNRPC) workforce housing and homeless committee meetings;
- Continue to partner with community non-profit and for-profit housing developers;
- Explore incentives for developers of affordable housing such as density bonus, development fee waivers, and property tax abatements for a specified period of time;
- Explore partnership opportunities with the Southern Nevada Home Builders Association (SNHBA);
- Explore the creation of an inventory of existing real estate sites, including any potential development problems, and market these sites for affordable housing development;
- Explore using tax increment financing for infrastructure improvements and other site improvements in redevelopment areas to help attract developers to build affordable housing;
- Improve public infrastructure, facilities, parks, and safety in CDBG target areas to attract more affordable housing development;

HOME Down Payment Assistance

1. Other Forms of Investment not Described in 24 CFR 92.205(b)

Regarding the use of HOME and ADDI funds, the City does not plan to use other forms of investment not described in 24 CFR 92.205(b).

2. Resale/Recapture Guidelines for HOME Funds

The City currently uses the recapture method for HOME funds for homeownership. The City uses the resale method for multi-family projects. According to 24 CFR Part 92.254(a)(5), the City may use either resale or recapture requirements on properties sold or refinanced that were assisted with HOME funds. The City uses recapture requirements for homebuyer and homeowner rehabilitation assistance projects with HOME funds. According to CFR 92.254(a)(5)(ii)(A)(3), the City may recapture all or part of the HOME funding if the housing does not continue to be the principal residence of the family for the duration of the period of affordability or if the homebuyer goes into foreclosure. The amount of HOME funds recaptured will depend upon the net proceeds obtained through the foreclosure or when the housing no longer was the principal residence of the family that was assisted.

The State of Nevada's Housing Division currently imposes a perpetual recapture requirement for any affordable housing project funded with HOME funds that it receives from HUD (State HOME funds), or with the State Low-Income Housing Trust Fund (LIHTF). The State of Nevada has imposed a 30-year affordability requirement for LIHTF-assisted projects.

3. Refinancing Guidelines

The City does not plan to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds.

HOMELESS

Specific Homeless Prevention Elements (Tara/CB assisting)

1. Sources of Funds

The City of Las Vegas plans to use a total of **$1,656,174** in Federal funds for a range of programs that help address homelessness. This includes $169,825 in CDBG, $214,394 in ESG, $300,000 in HOME, and $971,955 in HOPWA funds. These programs will be administered by local non-profit organizations that provide assistance to homeless persons, homeless families, and help to prevent homelessness.

Table 18 below lists the Organization, Homeless Activity, Amount, and Funding Source by HUD Matrix Code.

Table 19 - Homeless Programs

No.	Homeless Programs	Amount	Funding Source
48	Catholic Charities – St. Vincent Lied Dining Facility – Operations	$50,000	ESG
49	HELP / Center for Independent Living - Teen Housing – Operations	$50,000	ESG
55	Salvation Army	$50,000	ESG
56	Shade Tree	$50,000	ESG
	WestCare	$14,208	ESG
7	City of Las Vegas Tenant-Based Rental Assistance Program - Essential Services, Homeless Prevention, and Operations	$450,000	HOME
13	Catholic Charities – Public Restrooms for Homeless Persons	$15,000	CDBG
47	Catholic Charities #1 - Employment Services Center	$50,000	CDBG
14	Catholic Charities – St. Vincent HELP	$35,000	CDBG
20	Family Promise -Case Management/Supportive Services Family Promise	$17,500	CDBG
51	HELP of SNV #2- Youth Shelter	$15,000	CDBG
53	Salvation Army - Vocational Training Services	$30,000	CDBG
44	Shade Tree -Homeless Prevention	$20,000	CDBG
15	Women's Development Center - Transitional Housing	$15,000	CDBG

The City plans to address the specific objectives of the strategic plan and priority needs through several programs that help to address homelessness. Please refer to the Action Plan project worksheets for a project description, specific objective, performance measure, and outcome of each proposed program that addresses homelessness. Table 20 below shows the Homeless

activities, accomplishment types, and goals that the City is proposing to complete in 2011-2012 by funding source.

Table 19 - Homeless Activities for 2011-2012

Homeless Activity	Accomplishment Type	Goal	Funding Source
03T - Operating Costs of Homeless/AIDS Patients Programs	01 - People	9,145	CDBG, ESG
05 - Public Services (General)	01 - People	9,773	CDBG, ESG
05D - Youth Services	01 - People	27	CDBG
05S - Rental Housing Subsidies	04 - Households	75	HOME
31 - HOPWA	01 - People	1,570	HOPWA

All of the Homeless Activities included in Table 20 are High (H) Priority Needs. For more details, please refer to the Homeless Needs Table included in the 2010-2015 Consolidated Plan.
The City has completed the *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* in the City of Las Vegas. Please refer to the Homeless Strategic Plan section of the Consolidated Plan. The Homeless Strategic Plan outlines the City's 10-Year Plan strategies, action steps, and outcomes for reducing and ending homelessness. For more information, please refer to the City's 10-Year Plan to Reduce Homelessness which is available on the City's website at http://www.lasvegasnevada.gov/files/Homes4HomelessNevadansPlan.pdf.

According to the City's 10-Year Plan to Reduce Homelessness, another obstacle is that Clark County housing vouchers are substantially less than market rates for rental units. Another obstacle mentioned is that chronically homeless individuals with mental illness or addictions sometimes opt to live in unstructured environments and often refuse assistance. There is a greater need for treatment services for the mentally ill and substance abuse homeless subpopulations due to the increased population.
According to the Las Vegas Continuum of Care (COC) and Regional Homeless Office, the development of the regional approach to reduce chronic homelessness is in its implementation phase. The COC is currently evaluating the Regional Homeless and Housing Plan. For additional potential obstacles for the Las Vegas community, please refer to the COC plan at http://helphopehome.org/

2. Chronic Homelessness
As stated in the Homelessness section, the City has implemented the *Homes for Homeless Nevadans 10-Year Plan to Reduce Homelessness* in the City of Las Vegas. For more information, please refer to the City's 10-Year Plan to Reduce Homelessness which is available on the City's website at http://www.lasvegasnevada.gov/information/22785.htmThe City will also continue to be a participant in the meetings of the SNRPC Committee on Homelessness and the regional effort to end chronic homelessness. For the regional action steps related to chronic homelessness, please refer to the COC Plan which is available online http://helphopehome.org/. The City's action steps are stated in the Homeless Strategic Plan

section of the Consolidated Plan. Over the next year, the City is planning to fund several programs that provide assistance to the chronic homeless population (See Table 21).

Barriers include the implementation of the City's 10-Year Plan to Reduce Homelessness and the final approval of the Regional Homeless and Housing Plan for the Las Vegas Community. Available resources for the Homeless are not enough to sustain the increased demand by the homeless population for the assistance, services, and shelter beds. Increased housing costs have decreased the supply of permanent affordable housing units for those households making the transition to permanent housing.

3. Homelessness Prevention

Las Vegas' challenges are particularly acute as it is home to both the highest unemployment and foreclosure rates in the nation. Increased prevention assistance is critical to meet growing demand.

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009, which included $1.5 billion for a Homelessness Prevention Fund. Funding for this program, known as the Homelessness Prevention and Rapid Re-Housing Program (HPRP), helps people pay security deposits, utility bills, moving bills and rent checks to either avoid eviction or move to more stable housing. The city of Las Vegas received $2.1 million to serve approximately 360 households until June 2012.

Over the next year, the City is also planning to fund several programs that provide assistance to individuals and families at risk of becoming homeless (See Table 21). Homeless prevention activities include tenant-based rental assistance, short-term rent, mortgage, and utility assistance, emergency food and resources assistance, transportation assistance, and other essential services. The City's action steps are stated in the Homeless Strategic Plan section of the Consolidated Plan. Please also refer to the City's 10-Year Plan which is available online at http://www.lasvegasnevada.gov/information/22762.htmFor the regional action steps related to homelessness prevention, please refer to the COC Plan which is available online at http://helphopehome.org/

4. Discharge Coordination Policy

The City of Las Vegas will continue to work with Clark County and the State of Nevada on the community-wide Discharge Coordination Policy. For more information, please refer to the City's 10-Year Plan to Reduce Homelessness which is available on the City's website at http://www.lasvegasnevada.gov/files/Homes4HomelessNevadansPlan.pdf. For regional discharge coordination policy information, please refer to the COC Plan which is available online at http://www.co.clark.nv.us/social_service/homeless_default.htm.

Emergency Shelter Grants (ESG)

The City will continue to utilize its ESG funds to provide emergency shelter, food and services for victims of domestic violence, homelessness and to homeless teens (youth).

Community Development

1. Community Development Priority Needs

The City plans to fund a variety of Community Development Activities that are high priority needs. Please refer to the Community Development Needs table for the entire list of priority

needs. Other high priority needs include acquisition of real property, clearance and demolition, housing rehabilitation, planning, and HOPWA. The City's priority non-housing community development needs for the Public Facilities and Improvements category are identified in Table 20 below.

Table 20 - Public Facilities and Improvements

Community Development Activity	Priority Need	Funding Source
03 - Public Facilities and Improvements (General)	High	CDBG, Other
03A - Senior Centers	Medium	CDBG, Other
03C - Homeless Facilities	High	CDBG, Other
03D – Community Centers	Medium	CDBG, Other
03F - Parks, Recreational Facilities	Medium	CDBG, Other
03H - Solid Waste Disposal Improvements	Low	Other
03I - Flood Drain Improvements	Low	Other
03J - Water/Sewer Improvements	Low	Other
03K - Street Improvements	Medium	CDBG, Other
03L - Sidewalks	High	CDBG, Other
03M - Child Care Centers	High	CDBG, Other
03P - Health Facilities	Medium	CDBG, Other
03T - Operating Costs of Homeless/AIDS Patients Programs	High	CDBG, ESG, Other

The City's priority non-housing community development activities for the public facilities and improvements category are identified in Table 21 below. The project number corresponding to the key on pages 62-65, public facilities and improvement project, amount, and funding source are included in the table, according to each category.

Table 21 - Public Facilities and Improvements Activities

Project No.	Construction / Improvement Projects	Amount	Funding Source
03 - Public Facilities and Improvements (General)			
2	CLV East Las Vegas Community Center Bond Payment	$1,044,731	CDBG
3	CLV Future Public Facilities and Improvements Projects	$553,781	CDBG
6	CLV Stupak Community Center Bond Payment	$1,545,175	CDBG
	CLV Preservation Code Enforcement Officer	$100,000	CDBG

The City's priority non-housing community development needs for the Public Services category are identified in Table 22 below.

Table 22 - Public Services

Community Development Activity	Priority Need	Funding Source
05 - Public Services (General)	High	CDBG, ESG
05A - Senior Services	High	CDBG
05B – Services for the Disabled	High	CDBG
05D - Youth Services	High	CDBG
05E - Transportation Services	Medium	Other
05F - Substance Abuse Services	High	CDBG
05G - Battered and Abused Spouses	High	CDBG
05H - Employment Training	High	CDBG
05I - Crime Awareness	Medium	Other
05L - Child Care Services	High	CDBG
05M - Health Services	High	CDBG
05N - Abused and Neglected Children	High	CDBG
05O - Mental Health Services	High	CDBG
05Q - Subsistence Payments	High	CDBG, ESG

The City's priority non-housing community development activities for the public services category are identified in Table 23 below.

Table 23 – Public Services Activities

Project No.	Public Services Programs	Amount
17	Anthony Pollard Foundation - Full Day Kindergarten Program	$30,000
30	Blind Center of Nevada - Back To Work	$30,000
4	Boys N Girls - College Bound	$25,000
38	Catholic Charities #1 - Employment Services Center	$50,000
42	Catholic Charities #2 - St. Vincent Help	$35,000
10	Catholic Charities #3 - Public Restrooms	$15,000
13	City of Las Vegas Leisure Services Youth Programs	$115,664
11	City of Las Vegas Leisure Services Safekey Programs	$60,000
15	Clark County Law Foundation - Trial by Peers.	$20,000
19	Community Counseling Center - Mental Health Program	$61,690

35	Consumer Credit Counseling - Financial Literacy Protecting Seniors	$15,000
22	Family and Child Treatment of Southern Nevada	$20,000
23	Family Promise - Case Management/Supportive Services	$17,000
29	Foundation for Positively Kids, Inc. - Services for Special Needs Children	$15,000
39	Greater Las Vegas After School All-Stars	$20,000
40	HELP of Southern Nevada #2- Youth Shelter	$15,000
44	Helping Hands of Vegas Valley - Senior Transportation	$38,553
8	Jewish Federation of Las Vegas	$54,096
	Jude 22- Senior Nutrition Center	$15,000
	Las Vegas Natural History Museum – Children's Fun	$15,000
32	Lied Discovery Children's Museum -Youthworks	$15,000
14	Rebuilding Together - National Rebuilding Day - Emergency Home Repairs	$32,120
18	Salvation Army - Vocational Training Services	$30,000
20	Shade Tree -Homeless Prevention	$20,000
26	Southern NV Public Television - Ready to Learn	$16,473
34	Spread the Word Nevada Kids to Kids	$35,000
9	Women's Development Center - Transitional Housing	$15,000

2. Community Development Objectives

The City will address the specific objectives of the strategic plan and priority needs through several community development programs and projects. Please refer to the Action Plan project worksheets for a project description, funding amount, funding source, specific objective, performance measure, and outcome of each proposed community development program or project. Please also refer to Table 18 for a list of the Housing Projects for 2008-2009. Table 24 below shows the community development activities, accomplishment types and goals that the City is proposing to complete in 2008-2009 by funding source.

Table 24 - Community Development Activities for 2011-2012

Community Development Activity	Accomplishment Type	Goal	Funding Source
03 - Public Facilities and Improvements (General)	11 - Public Facilities	5	CDBG
03A - Senior Centers	11 - Public Facilities	0	CDBG, Other
03B - Handicapped Centers	11 - Public Facilities	0	CDBG

03C - Homeless Facilities	11 - Public Facilities	0	CDBG
03D - Youth Centers	11 - Public Facilities	0	CDBG
03E - Neighborhood Facilities	11 - Public Facilities	0	Other
03F - Parks, Recreational Facilities	11 - Public Facilities	0	CDBG, Other
03K - Street Improvements	11 - Public Facilities	0	Other
03L - Sidewalks	11 - Public Facilities	0	Other
03M - Child Care Centers	11 - Public Facilities	0	Other
03P - Health Facilities	11 - Public Facilities	0	Other
03T - Operating Costs of Homeless/AIDS Patients Programs	01 - People	9,145	ESG
04 – Clearance and Demolition	10 – Housing Units	0	CDBG
05 - Public Services (General)	01 - People	9,809	CDBG, ESG
05A - Senior Services	01 - People	830	CDBG
05B – Services for the Disabled	01 - People	77	CDBG
05D - Youth Services	01 - People	11,482	CDBG
05E - Transportation Services	01 - People	0	Other
05F - Substance Abuse Services	01 - People	98	CDBG
05G - Battered and Abused	01 - People	23	CDBG
Spouses			
05H - Employment Training	01 - People	265	CDBG
05I - Crime Awareness	01 - People	0	Other
05L - Child Care Services	01 - People	301	CDBG
05M - Health Services	01 - People	0	CDBG
05N - Abused and Neglected Children	01 - People	0	CDBG
05O - Mental Health Services	01 - People	172	CDBG
05Q - Subsistence Payments	01 - People	0	CDBG, ESG

1. Antipoverty Strategy

The City plans to fund several programs and projects with CDBG, ESG, HOME and HOPWA funds that will benefit poverty level families in the City of Las Vegas. The Southern Nevada Regional Housing Authority (SNRHA) plans to fund programs that provide housing assistance to poverty level families within the City of Las Vegas. The City plans to continue to partner with local non-profit organizations, College of Southern Nevada, University of Nevada-Las Vegas (UNLV), local jurisdictions, Clark County, State of Nevada, and the private sector on programs and projects that create new jobs, provide job training, job placement, workforce development, and educational opportunities. The City plans to fund the following programs and projects that provide assistance to and benefit poverty level families:

- City of Las Vegas Tenant-Based Rental Assistance (TBRA) Program
- City of Las Vegas Single-Family Rehabilitation Program

- AFAN – Housing Assistance and Supportive Services for Clients with HIV/AIDS and their Families
- Blind Center of Nevada – Back to Work Program
- Catholic Charities – Job Training, Housing Assistance, Transportation Assistance, Childcare Assistance, Emergency Resources
- Community Counseling Center
- Family Promise
- Helping Hands of Vegas Valley – Senior Transportation
- HELP of Southern Nevada
- Rebuilding Together of
- Salvation Army – Housing Assistance and Vocational Training Services
- So. Nev. Public Television– Family Literacy Program
- Spread the Word Nevada Kids to Kids – Youth and Family Literacy Program
- The Shade Tree – Emergency Shelter and Services
- Women's Development Center – Transitional Housing Program
- WestCare – Emergency Shelter

1. Non-Homeless Special Needs Priorities and Objectives

Programs and projects that will benefit the non-homeless special needs populations are all high priority needs. Table 25 below lists the housing and supportive services priority needs for each special needs category.

Table 25 - Special Needs Housing and Supportive Services Priority Needs

Special Needs Category	Housing	Supportive Services
Elderly and Frail Elderly	High	High
Persons with Severe Mental Illness	High	High
Developmentally Disabled	High	High
Physically Disabled	High	High
Alcohol/Other Drug Addicted	High	High
Persons with HIV/AIDS and their Families	High	High

Please refer to the Action Plan project worksheets for a project description, specific objective, performance measure, and outcome of each proposed special needs program or project. Please also refer to the Non-Homeless Special Needs Housing Table. Table 26 below lists the housing and supportive services objectives for 2011-2012 for each special needs category.

Table 26 - Special Needs Housing and Supportive Services Objectives

Special Needs Category	Housing	Supportive Services
Elderly and Frail Elderly	215	830
Persons with Severe Mental Illness	0	231
Developmentally Disabled	25	59
Physically Disabled	25	77
Alcohol/Other Drug Addicted	27	170
Persons with HIV/AIDS and their Families	1,570	1074

The following is a breakdown of the 2011-2012 special needs housing and supportive services projects:

Housing Elderly and Frail Elderly
Rebuilding Together of Southern Nevada – Housing Rehabilitation

Persons with HIV/AIDS and their Families
• For project details please refer to the HOPWA section.

Public Housing Residents
• For project details please refer to the Public Housing Needs section.
Supportive Services

Elderly and Frail Elderly
Helping Hands of Vegas Valley - Senior Transportation
Jude 22 - Senior Nutrition Center

Persons with Severe Mental Illness
Community Counseling Center – Substance Abuse and Mental Health Services

Physically Disabled
Blind Center of Nevada – Back to Work Program

Persons with HIV/AIDS and their Families
For project details please refer to the HOPWA section.

Public Housing Residents
For project details please refer to the Public Housing Needs section.

2. Non-Homeless Special Needs Resources
The City's housing and community development activities and resources for non-homeless special needs populations are included in the housing, homeless, and community development sections. Please refer to the Action Plan project worksheets for a project description, performance measure, outcome, budget, and funding source for each proposed special needs program or project.

Housing Opportunities for People with AIDS
*Please also refer to the HOPWA Table in the Needs.xls workbook.

1. Las Vegas HOPWA Project Sponsors

Aid for AIDS of Nevada (AFAN)
Organization Description: AFAN has been in operation since 1984. AFAN's mission is to provide support and advocacy for persons and families living with HIV/AIDS in an environment of understanding, compassion, and acceptance. Activities: HOPWA funds are utilized primarily to prevent homelessness amongst HIV positive, disabled persons who are pending Social Security Disability (SSD). Short-term rent, mortgage, and utility assistance and supportive services are provided to prevent homelessness. Housing Placement Coordinator provides housing placement, resource identification and information. Tenant

based rental assistance is provided through the Parent and Me program for HIV/AIDS clients and their families. Area of Service: Clark County EMSA
Program Contact: Jennifer Morss, Executive Director

Community Counseling Center
Organization Description: Community Counseling Center has been in existence since 1990. Community Counseling Center is providing services to local residents in the areas of substance abuse, mental health intervention, family therapy, HIV/AIDS, Hepatitis C, and transitional housing. Activities: Provide supportive services including mental health services, case management, and counseling to qualified persons with HIV/AIDS and their families. Area of Service: Clark County EMSA Program Contact: Ron Lawrence, Executive Director

Golden Rainbow
Organization Description: Golden Rainbow is a grass roots organization that was founded in 1987 by members of the entertainment industry who saw the need to provide housing for people with HIV/AIDS. Golden Rainbow provides housing and direct financial assistance to men, women and children living with HIV/AIDS in Southern Nevada. Activities: Provide emergency assistance for rent, essential utilities and supportive services to qualified persons with HIV/AIDS and their families. Provide housing operations and supportive services of housing units. Area of Service: Clark County EMSA Program Contact: Lea Clayville, Executive Director

HELP of Southern Nevada
Organization Description: HELP of Southern Nevada was founded in 1970. HELP of Southern Nevada's mission is to serve with care and assist families and individuals throughout Southern Nevada to overcome barriers and attain self-sufficiency through direct services, training, and referral to community resources. Activities: Provide food vouchers through HOPWA funding, as well as bus tokens, personal hygiene items and housing information funded through other grants. Maintain an affordable housing database and website for HIV/AIDS clients and the agencies that serve them. Area of Service: Clark County EMSA Program Contact: Terrie Stanfill, Executive Director

Women's Development Center
Organization Description: Women's Development Center (WDC) was founded in 1987. WDC is committed to providing opportunities to economically disadvantaged families to secure transitional, permanent rental housing and home ownership. WDC also provides supportive services to families to attain long-term self-sufficiency and combat "the cycle of poverty". Activities: Provides housing operations, project-based rental assistance and supportive services for HIV/AIDS clients and their families. Area of Service: Clark County EMSA Program Contact: Tina Prieto, Executive Director

2. Report on Actions Taken to Address Special Needs
Please refer to the most recent CAPER for the City of Las Vegas.

3. Evaluation of Affordable Housing Progress
Please refer to the most recent CAPER for the City of Las Vegas.

4. Report on HOPWA Accomplishments
Please refer to the most recent CAPER for the City of Las Vegas.

5. Public and Private Resources Leveraged

Las Vegas HOPWA project sponsors have funding resources for their HOPWA projects from a range of funding sources. Table 27 below lists the amount of public and private resources leveraged for each HOPWA Project Sponsor.

Table 27 - Resources Leveraged by HOPWA Projects

Project No.	Organization / Project	Amount Leveraged
	Aid for AIDS of Nevada (AFAN) – Supportive Services	
	AFAN – Housing Placement Coordinator	
	AFAN – Parent and Me Program	
	AFAN – Short-term Rent, Mortgage, and Utility Assistance and Supportive Services	
	AFAN – Resource Identification	$1,682,613.00
	Community Counseling Center – HIV Supportive Services	$159,010
	Golden Rainbow – Living with AIDS Program	$248,943
	HELP of Southern Nevada – Food Vouchers	$937,342
	Women's Development Center – HOPWA Affordable Housing	$55,013

6. Geographic Distribution of Funds

Please refer to the HOPWA project worksheets for locations of project sponsor offices. Project sponsor offices and housing units are located throughout the Las Vegas Metropolitan Area. Project sponsors provide assistance to clients that live within the Clark County EMSA, including City of Las Vegas, Clark County, City of North Las Vegas, and City of Henderson. HOPWA housing activities include project sponsor owned housing units for operations and maintenance, project-based and tenant-based rental assistance, short-term rent, mortgage, and utility assistance, and housing information and placement services.

7. Barriers Encountered and Actions in Response

Barriers Encountered include:

- Expensive land to build affordable housing for persons with HIV/AIDS and their families
- Lack of availability of properties that can be rehabilitated near hospital and medical facilities for affordable housing for persons with HIV/AIDS and their families
- Lack of housing development experience among HOPWA service providers
- Limited amount of available resources to provide housing assistance and supportive services to persons with HIV/AIDS and their families
- Lack of community support and NIMBYism (Not In My Backyard) towards special needs housing

For more information on barriers encountered by persons with HIV/AIDS, please refer to the Las Vegas EMA Ryan White Title I Planning Council Comprehensive Care Plan, which is

available on their website at http://www.lasvegasema.org/planningcouncil/needsandcare.html and in print form at the Ryan White Title I Planning Council Office, 333 N Rancho Drive, Suite 390, Las Vegas, NV 89106, or call (702) 933-9603.

Actions in Response to Barriers / Recommendations for Program Improvement include:

- Provide technical assistance as needed to HOPWA service providers
- HOPWA service providers are meeting on a regular basis to avoid duplication of services and to track their clients
- Seek additional funding resources for affordable housing projects and supportive services
- HOPWA project sponsors are increasing the number of special fundraising events and are getting the private sector involved to help fund their programs and projects
- Fund HIV/AIDS educational workshops and outreach programs to promote community support
- For more information on the City's actions in response to barriers and recommendations, please refer to the most recent CAPER for the City of Las Vegas.

8. Community Trends

According to the Clark County Health District (CCHD), there were 3,580 individuals with HIV and 5,301 individuals with AIDS in Clark County as of December 2009. Numbers are inclusive of both dead and living individuals. The number of new diagnoses of AIDS was 179 individuals in 2009. According to the CCHD, Black, and Hispanics represent one of the disproportionate populations of new HIV cases with the highest rates (52 per 100,000) and percentages. According to the Ryan White HIV/AIDS Needs Assessment Study 2009, for the past four years, the majority of newly diagnosed HIV/AIDS cases occurred in the White population with males being the highest portion of new cases at 68%, in the 20-49 year old age group. White individuals have the largest percentage of new HIV cases with 45 percent (%), followed by Hispanic individuals at 27 percent (%), and Black individuals at 25 percent (%).

Per the Ryan White Study, in the previous year, 36% of People Living With HIV and 59% of Persons Living With Aids did not receive HIV medical care. The report estimates the unmet need in Clark County to be 47% or 3,056. According to HOPWA project sponsors, the number of new clients with HIV/AIDS and their families seeking assistance is increasing every month. HOPWA project sponsors are seeking additional HOPWA and other funding sources to meet this increasing demand of the HIV/AIDS population in Clark County.

For additional community trends information, please refer to the 2011-2015 City of Las Vegas Consolidated Plan and the Las Vegas EMA Ryan White Title I Planning Council Comprehensive Care Plan which is available on their website at http://www.lasvegasema.org/planningcouncil/needsandcare.html and in print form at the Ryan White Title I Planning Council Office, 333 N Rancho Drive, Suite 390, Las Vegas, NV 89106, or call (702) 933-9603.

9. Evaluations, Studies, and Assessments

The City will continue to monitor all HOPWA project sponsors for program compliance and study performance measures, outputs, and outcomes. No additional evaluations, studies, and/or assessments of the HOPWA program are planned for the next program year.

Specific HOPWA Objectives

Describe how Federal, State, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by the Action Plan.
Program Year 4 Specific HOPWA Objectives response:

1. Specific HOPWA Objectives

Table 28 below indicates the specific HOPWA objectives for each HOPWA activity. Information is included on the accomplishment type, goal, and funding sources for each HOPWA activity for 2011-2012. Please refer to the Action Plan project worksheets for a project description, funding amount, funding source, specific objective, performance measure, and outcome of each proposed HOPWA project.

Table 28 – Specific HOPWA Objectives for 2011-2012

HOPWA Activity	Accomplishment Type	Goal	Funding Source
31E - Supportive Services	01 - People	749	HOPWA, Other
31F – Tenant Based Rental Assistance	04 - Households	11	HOPWA, Other
31G - Short-Term Rent, Mortgage, and Utility Payments	01 - People	810	HOPWA, Other
31K - Facility-Based Housing - Operations	10 - Housing Units	18	HOPWA, Other
31I - Housing Information Services and Referral Services	01 - People	4800	HOPWA, Other

The City plans to allocate HOPWA funds to several projects that provide housing assistance and supportive services to persons with HIV/AIDS and their families. Please refer to the Action Plan project worksheets for a project description, funding amount, funding source, specific objective, performance measure, and outcome of each proposed HOPWA project. Table 30 below lists the 2011-2012 HOPWA activities.

Table 29 - HOPWA Activities

Project No.	Organization / Project	Allocation Amount
	AFAN – Short-term Rent, Mortgage, and Utility Assistance	$227,500
	Aid for AIDS of Nevada (AFAN) – Supportive Services	$74,274
	AFAN – TBRA Parent and Me Program	$100,500
	AFAN – Housing Information Services	$42,500
	AFAN – Resource ID	$42,500
	AFAN – Admin	$37,203

	Community Counseling Center – HIV Supportive Services	$80,073
	Community Counseling Center - Admin	$6,027
	Golden Rainbow – Living with AIDS Program Permanent Housing – Supportive Services	$4,620
	Golden Rainbow – Short-term Rent, Mortgage, and Utility Assistance	$12,000
	Golden Rainbow – Housing Operations	$31,000
	Golden Rainbow – Admin	$2,380
	HELP of Southern Nevada – Food Vouchers	$223,341
	HELP of Southern Nevada - Admin	$16,811
	Women's Development Center – HOPWA Affordable Housing – Housing Operations	$51,331
	Women's Development Center – Supportive Services	$8,400
	Women's Development Center Admin	$4,495

City of Las Vegas Project Worksheets Key for Attachment 6

Project No.	Organization / Project	Allocation Amount	Funding Source
1	City of Las Vegas (CLV) Administration and Fair Housing - CDBG	$1,013,744	CDBG
2	CLV East Las Vegas Community Center Bond Payment	$1,044,731	CDBG
3	CLV Future Public Facilities and Improvements Projects	$265,863	CDBG
5	CLV Single-Family Rehabilitation and Implementation Program	$200,000	CDBG
6	CLV Stupak Community Center Bond Payment	$1,545,175	CDBG

Project No.	Organization / Project	Allocation Amount	Funding Source
13	Catholic Charities – Public Restrooms for Homeless Persons	$37,473	CDBG
14	Catholic Charities – St. Vincent HELP, Inc.	$15,000	CDBG
15	HELP / Center for Independent Living – Vocational and Substance Abuse Counseling	$10,000	CDBG
16	Clark County Bar Association – Trial By Peers	$18,000	CDBG
17	Classroom on Wheels – COW PreK	$31,548	CDBG
18	Community Counseling Center – Life Skills for Substance Abusers	$10,000	CDBG
19	Community Counseling Center – Substance Abuse Counseling	$10,000	CDBG
20	Family Promise	$10,057	CDBG
22	Give Me a Break – Community Respite	$25,000	CDBG

	Program		
23	Helping Hands of Vegas Valley – Senior Transportation	$25,000	CDBG
24	James Seastrand – Minor Home Repairs	$10,000	CDBG
27	Las Vegas Indian Center – Social Services	$10,000	CDBG
32	Rebuilding Together with Christmas in April – Event Day	$10,000	CDBG
33	Rebuilding Together with Christmas in April – Housing Rehabilitation	$125,000	CDBG
34	SAFE House – Case Management	$25,000	CDBG
35	Salvation Army – Vocational Training Services	$13,891	CDBG
36	Southern Nevada Public Television Friends of Channel 10 – Literacy Outreach in Las Vegas	$10,000	CDBG
37	Spread the Word Nevada Kids to Kids – Youth and Family Literacy Program	$12,000	CDBG
Project No.	**Organization / Project**	**Allocation Amount**	**Funding Source**
40	The Shade Tree – Substance Abuse Addictions Recovery	$10,000	CDBG
43	Westcare – WestCare Community Triage Center	$31,900	ESG
44	Women's Development Center – Transitional Housing	$15,000	CDBG
45	CLV Administration – ESG	$11,313	ESG
47	Catholic Charities – RSD Job Office	$24,515	ESG
48	Catholic Charities – St. Vincent Lied Dining Facility	$20,000	ESG
49	HELP / Center for Independent Living – Teen Housing	$20,000	ESG
50	Family Promise	$11,500	ESG
51	HELP of Southern Nevada – Utility Assistance	$23,000	ESG
53	Lutheran Social Services – Emergency Food and Services	$10,966	ESG
54	SAFE House – Emergency Shelter	$15,000	ESG
55	Salvation Army – Homeless Services	$20,000	ESG
56	The Shade Tree – Emergency Shelter	$20,000	ESG
59	CLV Administration – HOME	$219,872	HOME
60	CLV Future Rental Housing Construction Projects	$1,278,843	HOME
61	CLV Multi-Family Rehabilitation Program	$100,000	HOME
62	CLV Single-Family Rehabilitation and Implementation Program	$300,000	HOME
63	CLV Tenant-Based Rental Assistance	$300,000	HOME

	Program		
64	CLV Administration - HOPWA	$28,560	HOPWA
65	CLV Future HOPWA Projects	$53,350	HOPWA
66	Aid for AIDS of Nevada (AFAN) – Supportive Services	$100,000	HOPWA
67	AFAN – Housing Placement Coordinator	$42,000	HOPWA
	AFAN – Resource ID		
68	AFAN – Parent and Me Program	$100,500	HOPWA
69	AFAN – Short-term Rent, Mortgage, and Utility Assistance and Supportive Services	$227,500	HOPWA

Project No.	Organization / Project	Allocation Amount	Funding Source
72	Community Counseling Center – HIV Supportive Services	$50,000	HOPWA
73	Golden Rainbow – Living with AIDS Program	$34,000	HOPWA
74	HELP of Southern Nevada – Food Vouchers	$180,979	HOPWA
76	Women's Development Center – HOPWA Affordable Housing	$40,000	HOPWA

City of Las Vegas Project Worksheets Key

Project No.	Organization / Project	Allocation Amount	Funding Source
	City of Las Vegas (CLV) Administration and Fair Housing - CDBG	$1,108,128	CDBG
	CLV East Las Vegas Community Center Bond Payment	$1,041,009	CDBG
	CLV Future Public Facilities and Improvements Projects	$553,781	CDBG
	CLV Future Public Service Projects	$61,060	CDBG
	CLV Preservation Code Enforcement Officer	$100,000	CDBG
	CLV Single-Family Rehabilitation and Implementation Program	$250,000	CDBG
	CLV Stupak Community Center Bond Payment	$1,521,625	CDBG
	CLV Administration – ESG	$11,088	ESG
	CLV Administration – HOME	$245,608	HOME
	CLV Administration - HOPWA	$32,961	HOPWA
	CLV Future HOPWA Projects	$93,790	HOPWA

Attachment 1 - Neighborhood Survey of Community Needs

Please Let Us Know About Your Needs for Services and Improvements In Your Neighborhood. The city uses a variety of limited funding sources to improve and maintain our community. Therefore, we are asking you to share with us those community needs most important to you by completing the following survey.

□ Senior (55 plus) □ Adult (18 - 54) □ Youth (15 – 17) □ Disabled

Address: _____ Zip Code_____ (This information is very important. It allows us to identify where the needs are.)

Please rank the needs in your neighborhood. Check "H" for High Priority, "M" for Medium Priority, "L" for Low Priority, "N" for Not a Priority.

SERVICES/PROGRAMS	H	M	L	N
Adult Daycare				
Affordable Childcare				
Affordable Rental Housing				
English as Second Language (ESL)				
Home Repair/Weatherization				
Homeless Services				
Job Training				
Life Skills (parenting, budgeting)				
Rent and Utility Payment Assistance				
Services for Disabled (independent living, job training, etc.)				
Senior Services (transportation, nutrition, etc.)				
Substance Abuse Programs				
Youth Activities				
HOUSING RELATED SERVICES				
Affordable Housing for Larger Families (more than 4 bedrooms)				
Affordable Ownership Housing				
Assisted Living Facilities				
Credit Counseling				
Homeownership Down Payment Assistance				
NEIGHBORHOOD IMPROVEMENTS				
Anti-Gang Programs				
Code Enforcement Activities and Education				
Crime Prevention and Education Programs				
Graffiti Removal				
Neighborhood Beautification (common areas ex. trees, planters, entrance ways, street medians)				
Neighborhood Classes (traffic control, planning & development)				
Neighborhood Cleanups				
Sidewalks				
Street Lights				

For information concerning available services, please call the Social Services Hotline at "211". City of Las Vegas, Nevada 2011-2012 Action Plan

Attachment 2A - Consolidated Plan Table 28 (Updated): The Tipping Point - Homeownership Affordability

Clark County Area Median Income (AMI) = $65,400*								
Percent of MFI	Annual Income	Monthly Income	Hourly Wage	Maximum Affordable Monthly Mortgage Payment**	Maximum Total Mortgage	Maximum Affordable Sales Price	Can Afford Median Metro Las Vegas Existing Home of $124,000 ?	Can Afford Median Metro Las Vegas New Home of $209,000?
10%	6,390	533	3.07	160	20,116	**21,400**	No	No
20%	12,780	1,065	6.14	320	40,138	**42,700**	No	No
30%	19,170	1,598	9.22	479	60,066	**63,900**	No	No
HUD 30%	19,150	1,596	9.21	479	60,066	**63,900**	No	No
40%	25,560	2,130	12.29	639	80,182	**85,300**	No	No
50%	31,950	2,663	15.36	799	100,298	**106,700**	No	No
HUD 50%	31,950	2,663	15.36	799	100,298	**106,700**	No	No
60%	38,340	3,195	18.43	959	120,320	**128,000**	No	No
70%	44,730	3,728	21.50	1,118	140,342	**149,300**	No	No
80%	51,120	4,260	24.58	1,278	160,364	**170,600**	No	No
HUD 80%	51,100	4,258	24.57	1,278	160,364	**170,600**	No	No
90%	57,510	4,793	27.65	1,438	180,480	**192,000**	No	No
100%	63,900	5,325	30.72	1,598	200,596	**213,400**	No	No
110%	70,290	5,858	33.79	1,757	220,524	**234,600**	No	No
117%	74,870	6,239	36.00	1,872	235,000	**250,000**	**Yes**	No
120%	76,680	6,390	36.87	1,917	240,640	**256,000**	Yes	No
130%	83,070	6,923	39.94	2,077	260,662	**277,300**	Yes	No
131%	83,900	6,992	40.34	2,098	263,280	**280,085**	**Yes**	**Yes**
140%	89,460	7,455	43.01	2,237	280,778	**298,700**	Yes	Yes
150%	95,850	7,988	46.08	2,396	300,706	**319,900**	Yes	Yes

160%	102,240	8,520	49.15	2,556	320,822	**341,300**	Yes	Yes

*HUD Income levels based upon 2008 Clark County Median Family Income = $63,900 **Assumes Maximum Mortgage Payment may not exceed 30% of income ***Mortgage Rate is based on 6.5% FHA 30-year mortgage rate accounting for principal, interest, taxes, and insurance; assumes 3% Down payment, 3% Closing Cost, no debt, and good credit.

Attachment 2B - Consolidated Plan Table 26 (updated): Renter Housing Affordability

Percent MFI	Annual Income	Monthly Income	Hourly Wage	30% of Monthly Gross Income (Maximum Affordable Rent Payment)	Can Afford Studio? Market Rate = $570	Can Afford One-Bedroom Unit? Market Rate = $760	Can Afford Two-Bedroom Unit? Market Rate = $852	Can Afford Three-Bedroom Unit? Market Rate = $1,050
10%	6,390	533	3.07	160	No	No	No	No
20%	12,780	1,065	6.14	320	No	No	No	No
30%	19,170	1,598	9.22	479	No	No	No	No
HUD 30%	19,150	1,596	9.21	479	No	No	No	No
40%	25,560	2,130	12.29	639	Yes	No	No	No
50%	31,950	2,663	15.36	799	Yes	Yes	No	No
HUD 50%	31,950	2,663	15.36	799	Yes	Yes	No	No
HUD 60%	38,340	3,195	18.43	959	Yes	Yes	Yes	No
70%	44,730	3,728	21.50	1,118	Yes	Yes	Yes	Yes
80%	51,120	4,260	24.58	1,278	Yes	Yes	Yes	Yes
HUD 80%	51,100	4,258	24.57	1,278	Yes	Yes	Yes	Yes
90%	57,510	4,793	27.65	1,438	Yes	Yes	Yes	Yes
100%	63,900	5,325	30.72	1,598	Yes	Yes	Yes	Yes
110%	70,290	5,858	33.79	1,757	Yes	Yes	Yes	Yes
120%	76,680	6,390	36.87	1,917	Yes	Yes	Yes	Yes

Source: NHD Apartment Guide

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
ABEYANCE ITEM - 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. This item was held in abeyance from the April 20, 2011 City Council meeting.

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.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Discussion and possible action regarding a review of conditions on a Temporary Tavern License, Paovis Enterprises Inc., dba Fongs Garden China Mex, 2021 East Charleston Boulevard, Mercy Mejia, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a review of conditions on a Temporary Tavern License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting. The current conditions on the license are:

1. Thursday night - karaoke with DJ - 11:00 p.m. - 6:00 a.m.
2. Friday, Saturday, and Sunday night - live music - 11:00 p.m. - 3:30 a.m.; DJ - 3:30 a.m. - 6:00 a.m.
3. Any alteration from this schedule must be approved by Business Services Manager or Supervisor.
4. Any violations of the above conditions will result in immediate suspension of business license.
5. Mr. Mejia must submit an application for suitability and receive a favorable report from Metro within 90 days.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Discussion and possible action regarding a new Temporary Massage Establishment License subject to the provisions of the planning and fire codes, Raymond Lam, dba Star Spa, 430 East Sahara Avenue, Raymond Lam, Owner, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding a new Temporary Massage Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting and subject to the provisions of the planning and fire codes.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
Discussion and possible action regarding an Appeal of Work Card Denial for Naseem Qasto, db at Stewart Market, 2021 Stewart Avenue - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding an Appeal of Work Card Denial.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council Meeting.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY COMMITTEE – James Chachas, representing the Residential Construction Industry, Term Expiration 5-2-2011

Fiscal Impact

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

PURPOSE/BACKGROUND:
The committee consists of five members to represent the residential construction, commercial development and construction industries, a public officer of the City who manages the fiscal affairs of the City and a public officer of the Department of Building and Safety who oversees directly the operation of the Enterprise Fund. Appointments are recommended by the City Manager and approved by the City Council. Terms are for two years; no limit to the number of terms, with no City Residency requirement. Mr. Chachas was originally appointed in May of 2007 to represent the Residential Construction Industry and in 2009 his nomination for reappointment came from the Southern Nevada Home Builders Association. He is eligible and wishes to be reappointed.

RECOMMENDATION:
Staff recommends the reappointment of Mr. James Chachas as the representative of the Residential Construction Industry

BACKUP DOCUMENTATION:
Current Listing and Authority

Building and Safety Enterprise Fund Advisory Committee

	Name	Appointment Date	Expiration Date	Appointed By:
1	**Mark Vincent** City Employee who manages City Fiscal Affairs	5 /17/2006 **Reapp: 4/16/2008**	5/17/2012	Council
2	**Christopher Knight** City Employee who oversees the operation of the Enterprise Fund	12/17/2008 **Reapp: 12/1/2010**	12/17/2012	Council
3	**Steve Quinn** Construction Industry	5 /17/2006 **Reapp: 4/16/2008**	5/17/2012	Council
4	**Robert W. Potter** Commercial Development Industry	12/17/2008 **Reapp: 5/5/2010**	5/17/2012	Council
5	**James (Jim) Chachas** Residential Construction Industry	5 /2 /2007 **Reapp: 5/6/2009**	5/2/2011	Council

AUTHORITY: Nevada Revised Statues (NRS)354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

TERM: 2 Years
No limit to number of terms
No City Residency Requirement

APPOINTED: 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:

- Residential Construction Industry
- Commercial Development Industry
- Construction Industry
- A Public Officer who manages fiscal affairs for the City of Las Vegas
- A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund

MEETINGS: Must meet at least twice per fiscal year, and additionally at the call of the Chairman.

NOTES: Members may name alternates from their respective organizations.

DEPT. SUPPORT: Christopher Knight, Director, Building and Safety
Carmel Viado, Administrative Secretary, Building and Safety

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion and possible action regarding the creation of the Board of Appeals for the Department of Building and Safety

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Board of Appeals shall be created to hear and decide appeals of the determinations made by the Building Official or Fire Marshal relating to the application and interpretation of technical codes as well as the review of proposed alternate materials and methods of construction. The nine members appointed by the City Council shall consist of two general contractors, one electrical contractor or electrical engineer, two mechanical/plumbing contractors, one fire protection engineer, one lay member, one architect registered by the State of Nevada and one structural engineer registered by the State of Nevada. This Board may adopt rules and procedures for conducting its hearings and investigations upon a written appeal complying with the guidelines for such appeal.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Section 204.1 of Ordinance 6140

SECTION 5: Section 103 is hereby amended by deleting the definitions of the terms "Building Code," "Mechanical Code," "Plumbing Code" and "UBC Standards."

SECTION 6: Section 103 is hereby amended by adding thereto, at the appropriate locations, the following terms and corresponding definitions:

BUILDING CODE refers to the International Building Code and the International Residential Code promulgated by the International Code Council, as adopted by the City.

MECHANICAL CODE is the Uniform Mechanical Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by the City.

PLUMBING CODE is the Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by the City.

SECTION 7: Section 202 is hereby amended by deleting Subsections 202.1 and 202.6 and substituting therefor new Subsections 202.1 and 202.6 reading as follows:

202.1 General. The Building Official is hereby authorized and directed to enforce all the provisions of this code and the referenced technical codes. For such purposes, the Building Official shall have the powers of a law enforcement officer. The Building Official shall have the sole power and discretionary authority to render interpretations, to modify or to suspend portions of this code and the referenced technical codes and to adopt and enforce additional rules and regulations supplemental to this code and the referenced technical codes as may be deemed necessary to clarify and apply the provisions of this code and the referenced technical codes.

202.6 Authority to Disconnect Utilities. The Building Official or his authorized representative shall have the authority to disconnect any utility service or energy supplied to the building, structure or building service equipment therein regulated by this Code or by the technical codes, in case of emergency, where such building, structure or equipment is hazardous to life or property. The Building Official shall whenever possible notify the serving utility, the owner and the occupant of the building, structure or building service equipment of the decision to disconnect prior to taking such action, and shall notify in writing such utility, owner and occupant of such disconnection immediately thereafter. Such disconnection is also authorized in cases where a building or structure has been constructed, remodeled, repaired, energized or occupied in violation of this Code or any of the technical codes; provided, however, that notice and an opportunity for informal hearing shall first be afforded the owner and occupant.

SECTION 8: Section 204 is hereby amended by deleting Section 204.1 and 204.2 and substituting therefor a new Section 204.1 and Subsections 204.1.1 through 204.1.5, reading as follows:

204.1 Board of Appeals. The Board of Appeals is created to hear and decide

appeals of determinations made by the Building Official or Fire Marshal relative to the application and interpretation of the technical codes. The Board of Appeals is authorized to hear appeals relating to this Chapter and the technical codes, and to review proposed alternate materials and methods of construction. Members of the Board of Appeals shall be appointed by the Las Vegas City Council and shall serve a term of four years, or until their successors are appointed. Members may be removed from office at any time by a majority vote of the City Council.

204.1.1 Members. The members of the Board of Appeals shall be qualified by training and experience to decide matters pertaining to building construction and building service equipment. The members shall not be employees of the City of Las Vegas. The members of the Board of Appeals shall consist of the following:

1. Two general contractors.
2. One electrical contractor or electrical engineer.
3. Two mechanical/plumbing contractors.
4. One fire protection engineer.
5. One lay member.
6. One architect registered by the State of Nevada.
7. One structural engineer registered by the State of Nevada.

201.1.2 Procedures. The Board of Appeals may adopt rules and procedures for conducting its hearings and investigations. A person (the appellant) who wishes to appeal a determination of the Building Official or Fire Marshal to the Board of Appeals shall submit a written request for appeal to the Building Official or Fire Marshal, as applicable. The Building Official or Fire Marshal, as applicable, shall provide the appellant a copy of the guidelines for preparing an appeal and a copy of any Board-adopted rules and procedures. The appellant is responsible to prepare the written appeal in compliance with the guidelines. In order to provide for timely hearing and resolution of appeals, the Building Official or Fire Marshal shall schedule a hearing before the Board upon a determination of the Building Official or Fire Marshal that a written appeal is in substantial compliance with the Board guidelines for preparing an appeal. In addition to information and evidence submitted by the appellant, information and evidence may be submitted in support of the determination by the Building Official or Fire Marshal. The Board shall issue a written decision based on the evidence presented at the hearing. The decision shall be signed by the chairman of the Board and shall be filed with the Building Official or Fire Marshal, as applicable. A copy of the Board decision shall be delivered to the appellant in person or by U.S. Certified Mail.

201.1.3 Limitation and Scope of Authority. The Board of Appeals shall not have authority relative to the interpretation of the administrative provisions of this Chapter or the adopted administrative provisions of the technical codes, nor shall the Board be empowered to waive any requirements of this Chapter or the technical codes.

201.1.4 Tests. The appellant shall, at the appellant's expense, cause to be performed and produced any tests or research necessary to support appellant's claims before the Board of Appeals and any tests or research as may be required by the Board in its consideration of the claims

of the appellant.

201.1.5 Liability. No member of the Board of Appeals shall be personally liable for any damage that may accrue to persons or property as a result of any good faith act or any good faith act omission in the discharge of the duties specified herein. Any suit brought against the Board or any member thereof resulting from such act or omission performed, or not performed, by a member of the Board acting in an official capacity in the performance of Board duties as specified in this Chapter shall be considered an act of the City of Las Vegas and shall be subject to all applicable immunities and rights conferred by law upon the City of Las Vegas, as well as subject to applicable City of Las Vegas liability self-insurance or insurance coverage.

SECTION 9: Section 301 is hereby amended by deleting Subsection 301.1 and substituting therefor a new Subsection 301.1 and new Subsections 301.1.1, 301.1.2, and 301.1.3, reading as follows:

301.1 Permits Required. Except as specified in this Section 301 or in Section 28 of this Supplemental Document, no building, structure, building service equipment or onsite improvement regulated by this Code or any of the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted, or demolished unless a separate, appropriate permit for each building, structure, building service equipment or onsite improvement has first been obtained from the Building Official. If work is commenced before a necessary and appropriate permit for the work has been obtained, the Building Official is authorized to charge:

1. An additional fee in the amount of the building permit fees chargeable under Section 304 (i.e., double fees); and
2. An investigation inspection fee pursuant to Table No. 3-E, if an inspector or inspections supervisor is sent to inspect the work.

NOTE: Requirements concerning swimming pools and spas are contained in Sections 39 to 44, inclusive, of this Supplemental Document.

301.1.1 Licensing and Contractor Requirements. No building permits shall be issued for building work which is required to be performed by a licensed contractor under NRS Chapter 624 unless the applicant is appropriately licensed by the State of Nevada and is licensed to do business within the City. Where State law requires that a general contractor be retained for a particular project, the general contractor shall be responsible for acquiring the permits for all the trades to be involved in the work, and shall be responsible for paying all fees associated with the work in accordance with Table Nos. 3-A, 3-B and 3-C. A general contractor to whom a permit is issued shall be responsible for all work authorized for the project and shall post at the job site a list of all subcontractors doing work on the job with their names, their State subcontractor's license numbers and classifications and their City business license numbers. Mechanical, electrical and plumbing subcontractors shall register with the Department when all permits have been taken out by the general contractor. The general contractor and subcontractors must meet all applicable qualifications and requirements described in the technical codes. All building permit applications

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS 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:
ADOPTION AT 5/4/2011 City Council meeting pursuant to the 4/19/2011 Recommending Committee Meeting.

First Reading – 4/6/2011; First Publication 4/21/2011

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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

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.

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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.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-24 – Repeals outdated provisions of the Municipal Code relating to radio reception interference and shortwave receivers in vehicles. Proposed by: Bradford R. Jerbic, City Attorney

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will repeal Chapters 10.22 and 10.24 of the Municipal Code relating to radio reception interference and shortwave receivers in vehicles. The provisions were adopted several decades ago and have been made obsolete by changes in technology, the passage of time, and the assumption of regulatory jurisdiction by other levels of government.

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. 2011-24
2. Business Impact Statement

BILL NO. 2011-24

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL IN THEIR ENTIRETY CHAPTERS 10.22 AND 10.24 OF THE MUNICIPAL CODE RELATING TO RADIO RECEPTION INTERFERENCE AND SHORTWAVE RECEIVERS IN VEHICLES, RESPECTIVELY, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Repeals outdated provisions of the Municipal Code relating to radio reception interference and shortwave receivers in vehicles.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 10, Chapters 22 and 24, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

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SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 4-20-11
_____
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. 2011-24
(Repeals Chapters 10.22 and 10.24 of the Municipal Code relating to radio reception interference and shortwave receivers in vehicles)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-24, that would repeal Chapters 10.22 and 10.24 of the Municipal Code relating to radio reception interference and shortwave receivers in vehicles.

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 than federal, state or local standards regulating the same activity, the following explains when such duplicative or more stringent provisions are necessary:

Not applicable

Date: April 20, 2011

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-25 – Authorizes building wrap signs within the Downtown Centennial Plan Overlay District, and establishes standards and procedures relating to such signs. Sponsored by: Mayor Oscar B. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorizes building wrap signs within the Downtown Centennial Plan Overlay District, and establish standards and procedures relating to such signs. The bill sets forth dimensional, locational and other standards, as well as the circumstances and procedures under which such signs may be used for both on-premise and off-premise messages.

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. 2011-25

BILL NO. 2011-25

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE BUILDING WRAP SIGNS WITHIN THE DOWNTOWN CENTENNIAL PLAN OVERLAY DISTRICT, TO ESTABLISH STANDARDS AND PROCEDURES RELATING TO SUCH SIGNS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Oscar B. Goodman

Summary: Authorizes building wrap signs within the Downtown Centennial Plan Overlay District, and establishes standards and procedures relating to such signs.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 19, Chapter 8, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new subsection, designated as Subsection (H), reading as follows:

(H) Building Wrap Signage

(1) General Provisions

(a) Building wrap signage:

(i) Shall be limited to completed buildings occupied by one or more commercial uses, and shall not be located on multifamily residential buildings or mixed-use buildings with a residential component.

(ii) Shall be limited to buildings with a minimum height of 10 stories and a minimum gross floor area of 200,000 square feet.

(iii) Must be integrated with the architectural features and fenestration of the building to which it is affixed.

(b) No variance, waiver, or other exception to any provision of Subparagraphs (i) and (ii) of Subparagraph (a) above may be granted.

(c) A sign certificate may be withheld for building wrap signage for any building that is not occupied, unless the reason for non-occupancy is the completion of tenant improvements for which an active building permit exists.

(2) Locational Provisions. Building wrap signage shall be permitted only within the boundaries of the Downtown Centennial Plan Overlay District, as described in LVMC 19.10.110.

(3) Dimensional and Other Standards

(a) Minimum area. Building wrap signage shall have a minimum area of 2,400 square feet.

(b) Maximum area. None.

(c) Maximum height. Building wrap signage shall not extend above the roof or parapet of the building to which it is attached. Building wrap signage shall be located a minimum height of 15 feet above the grade of the abutting sidewalk or the average finished grade of the subject property, whichever is greater.

(d) Maximum projection. Building wrap signage shall not project more than 5 feet from the façade of the building to which it is attached. Any projection from the building façade that extends over the public right-of- way may be subject to the approval of an encroachment agreement.

(e) Maximum number. A maximum of 3 building wrap signs may be permitted per parcel, with no more than one building wrap sign per building elevation.

(f) Orientation.

(i) Las Vegas Boulevard Scenic Byway Overlay District. Building wrap signage for properties within the boundaries of the Las Vegas Boulevard Scenic Byway Overlay District shall not be permitted on any building elevation that directly fronts or is parallel to Las Vegas Boulevard.

(ii) All other districts. Building wrap signage may be oriented in any direction.

(iii) Residential protection standards. To reduce impacts to residential properties, building wrap signage shall not be oriented towards any adjacent "R"-zoned residential properties.

(g) Illumination.

(i) Building wrap signage may be illuminated externally. External fixtures shall be shielded so that the light source is not directly visible from adjacent properties or the public

rights-of-way; lighting shall be focused directly on the building wrap signage and shall not extend to adjacent buildings or properties.

(ii) Building wrap signage located within the boundaries of the Downtown Casino Overlay District, the Downtown Entertainment Overlay District or the Scenic Byway Overlay District, as defined in LVMC Chapter 19.10, shall be exempt from the requirements for animation or neon illumination.

(h) Maintenance. Building wrap signage shall be maintained in compliance with all building codes and with the requirements of this Title at all times. Building wrap signage that is faded, torn, ripped, or any similar state of deterioration shall be removed, repaired, or replaced.

(i) Removal Upon Notice. Building wrap signage is subject to removal, and a sign certificate therefor may be revoked, when the building to which the signage is attached has remained unoccupied for a period of 3 months. For purposes of the preceding sentence, a building shall be deemed unoccupied if its only use is for storage or for displaying building wrap signage. Such signage shall be removed upon notice to do so from the Department. If the signage is not removed within the time period established by the Department, the City may cause the signage to be removed and assess the costs thereof against the sign owner or the property in accordance with LVMC Chapter 9.04.

(4) Review and Approval Procedures

(a) Certificate Required. All building wrap signage shall require the approval of a sign certificate. No building wrap signage shall be installed unless a sign certificate has been obtained.

(b) Master Sign Plan Required. Approval of a Master Sign Plan application, in accordance with the requirements listed in LVMC 19.16.270, shall be required for all building wrap signage. The Master Sign Plan shall illustrate how the building wrap signage will be integrated with the architectural features of the subject building, and with any other types of existing or future signage proposed for the site.

(c) Signage in Certain Overlay Districts. Applications for building wrap signage within the Downtown Casino Overlay District, the Downtown Entertainment Overlay District and the Las Vegas Boulevard Scenic Byway District, as defined in LVMC Chapter 19.10, shall be reviewed

by the Downtown Design Review Committee (DDRC) prior to the approval of a Master Sign Plan or any associated Special Use Permit applications. The DDRC shall not have the ability to approve waivers from the dimensional standards and locational provisions contained in this Section.

(d) Off-Premise Messages. In addition to the approval procedures listed in this Paragraph (4), building wrap signage that is to be utilized for off-premise messages shall be subject to the Special Use Permit procedures and standards set forth in Section 19.12.120(B), including the provisions of Section 19.12.120(B)(3).

SECTION 2: Title 19, Chapter 10, Section 160, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(C) Sign Standards

(1) Relationship to Other Provisions. Except as otherwise modified, required or prohibited by this Section, all signage within the Las Vegas Boulevard Scenic Byway Overlay District shall be governed by and subject to:

(a) All applicable standards and procedures in this Title;

(b) All applicable standards and procedures in LVMC Chapter 19.10 [and] that govern the Downtown Centennial Plan Overlay District, for properties that are located within the district;

(c) All applicable standards and procedures in LVMC Chapter 19.10 that govern the Downtown Entertainment Overlay District, for properties that are located within that district; and

(d) The review and approval procedures set forth in Subsection (D) of Section 19.10.100, irrespective of where in the Las Vegas Boulevard Scenic Byway Overlay District the signage will be located.

(2) Illumination. [For any development within the Las Vegas Boulevard Scenic Byway Overlay District, at least 75% of the total sign surface areas for that development] Except as otherwise provided in LVMC 19.08.120(H) with respect to building wrap signage, at least 75% of the total sign surface areas for any particular development within the Las Vegas Boulevard Scenic Byway Overlay District (excluding awning signs) must consist of illuminated signage, in the form of neon signs, animated signs, or a combination thereof.

(3) Off-premise Signs. Except as otherwise provided in this Paragraph (3), [Off-premise] off-premise signs are not permitted within the Las Vegas Boulevard Scenic Byway Overlay District. Building wrap signage with off-premise messages may be permitted on buildings within the Las Vegas Boulevard Scenic Byway Overlay District in accordance with LVMC 19.08.120(H); provided, however, that no such signage shall be permitted on any building elevation that directly fronts or is parallel to Las Vegas Boulevard.

(4) Maintenance. The owner and operator of each sign are jointly and severally responsible for ensuring that appropriate sign maintenance occurs and that damaged or nonfunctional signs and lighting are promptly repaired and made functional.

SECTION 3: Title 19, Chapter 12, Section 120, Subsection (B), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(B) Special Use Permit Required

(1) Except as otherwise provided in Subsections (F) and (G) of this Section, a Special Use Permit is required for all off-premise signs, including building wrap signage with an off-premise message, prior to the construction, placement, erection or modification of the sign in accordance with the requirements of this Title. A Special Use Permit application shall be processed in accordance with Section 19.16.110. Furthermore, the property owner(s), owner(s), of the structure or other responsible person shall maintain in force, at all times, a sign certificate for the sign in accordance with the requirements of this Title.

(2) The Special Use Permit requirement set forth in Paragraph (1) is in addition to and independent of any locational provision or limitation contained in this Section. In determining whether to approve or deny a Special use Permit under this Section, the Planning Commission and City Council may consider the aesthetic impact of the sign on the area and all other aspects of the sign's compatibility with the surrounding area, including the existence or nonexistence of other signage in the area.

(3) In connection with the approval of a Special Use Permit under this Section, the Planning Commission or City Council may impose a time limit on the approval or require a periodic review of the sign as a condition of approval, provided that:

(a) In the case of a time limit, the limit is not less than three years; and

(b) In the case of a periodic review, the review is not sooner than three years after the approval.

(4) After conducting a review, the City Council may require removal of the sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in Section 19.16.110(L).

SECTION 4: Title 19, Chapter 12, Section 120, Subsection (C), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(C) Locational and Size Provisions.

(1) No off-premise signs shall be erected in the public right-of-way.

(2) No off-premise sign certificate of any kind shall be issued for an existing or proposed sign unless the sign is consistent with all requirements of this Title (including those protecting existing signs).

(3) Except as provided in Paragraph (12) below, off-premise signs are permitted in the C-1, C-2, C-M and M Zoning Districts only.

(4) No off-premise sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 1288 square feet. Any embellishment may include lettering, text, numerals or images, but only to the extent that such items do not exceed fifty percent of any linear side of the sign.

(5) Off-premise signs which are within 660 feet of the right-of-way and which can be read from Interstate 15, US 95 from the north city limits to the Oran K. Gragson Highway, the Oran K. Gragson Highway or Interstate 515 shall be no closer than 750 feet (measured along the highway frontage) to any other off-premise sign along the same frontage. Each side of the highway shall be considered a separate frontage. The sign and all other off-premise signs not oriented toward the same highway shall be no closer than 300 feet in any direction to any other off-premise sign, wherever located, including an off-premise sign that is situated outside the corporate boundaries of the City.

(6) The distance to and from a sign shall be measured with reference to the point on the

ground that is directly beneath the center of the sign structure.

(7) Off-premise signs which are within 660 feet of the right-of-way and which can be read from Interstate 15, US 95 from the north city limits to the Oran K. Gragson Highway, the Oran K. Gragson Highway or Interstate 515 shall not be higher than 40 feet except as provided in Subparagraphs (a) and (b) below. The height shall be measured from the grade at the point of construction to the top of the sign. The display surface shall not be higher than 30 feet nor wider than 60 feet.

(a) An off-premise sign within 150 feet of the right-of-way line of an elevated freeway or highway to which it is oriented may be erected 30 feet above the elevation of the elevated roadway surface nearest the sign.

(b) An off-premise sign within 150 feet of the right-of-way line of any freeway or highway to which it is oriented which, at a height of 40 feet, will have a significant portion of its display surface obscured from view from the travel lanes of the freeway or highway may be increased to a maximum of 55 feet when authorized by the City Council.

(8) All other off-premise signs shall be no higher than 40 feet from grade at the point of construction, except that an off-premise sign within 60 feet of the right-of-way line of the street to which it is oriented which, at a height of 40 feet, will have a significant portion of its display surface obscured from view from the travel lanes of the street may be increased to a maximum of 55 feet when authorized by the City Council.

(9) Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.

(10) No off-premise sign shall be erected or maintained within 660 feet of the nearest travel lanes of the Summerlin Parkway from Station 499 + 78 to Station 601 + 30.

(11) No off-premise sign shall be allowed within 300 feet from the nearest property line of a lot in the U Zoning District or any R Zoning District.

(12) An off-premise sign may be permitted in the C-V District if in each case the parcel or use is operated or controlled by an agency of local, state or federal government, or by any fraternal,

veteran, civic or service organization.

(13) Building wrap signage that incorporates an off-premise message is exempt from the following requirements pertaining to off-premise signs:

(a) The size limitations set forth in Paragraph (4) of this Subsection (C);

(b) The separation requirements set forth in Paragraph (5) of this Subsection (C);

(c) The height limitations set forth in Paragraphs (7) and (8) of this Subsection (C);

(d) The right-of-way setback requirements set forth in Paragraph (9) of this Subsection (C); and

(e) Any provision of Subsection (D) of this Section that cannot be made to apply to building wrap signage or that is intended to apply to freestanding sign structures only, as determined by the Director.

SECTION 5: Title 19, Chapter 16, Section 270, Subsection (B), Paragraph (1), of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

(1) A Master Sign Plan shall be submitted and approved before any on-premises signage may be installed [for the following:] as:

(a) [Any] Signage for any non-residential project with a site larger than 15 net acres; [or]

(b) [Any] Signage for any non-restricted gaming establishment[.]; or

(c) Building wrap signage.

SECTION 6: Title 19, Chapter 18, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto, at the appropriate locations, the following terms, together with their corresponding definitions:

Adjacent. With respect to particular property, refers to being separated from that property only by one of the following:

(1) A common property line or lot line; or

(2) A public or private street, access easement or other right-of-way (other than a freeway or arterial), where the properties so separated are directly across from each other.

Building Façade. That portion of any exterior elevation of a building extending from grade to top

of the parapet, wall, or eaves, together with the entire width of the building elevation.

Building Wrap Sign. A large-format sign, consisting of an image printed on vinyl, mesh or other material, with or without written text, that is supported by and attached to a building wall by means of an adhesive, stranded cable and eye-bolts, other similar materials or methods, or any combination thereof. Such a sign typically features a single product or idea, with an emphasis on graphic or pictorial representations.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, LVMC 19.08.120, 19.10.160, 19.12.120, 19.16.270 and 19.18.020 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 4-20-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

City of Las Vegas Agenda Item No.: **55.**

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.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 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 568 Bonita Avenue in the amount of $4,187.50 (General Fund) and assess a maximum of $33,050 in daily civil penalties. PROPERTY OWNER: DRU A HICKS – Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,187.50
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 board all open doors and windows, remove all trash and debris, and remove all high grass, weeds, and dead vegetation. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $111,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $970 invoice for American Demolition in addition to other fees assessed for a total of $4,187.50 and consider assessing a maximum of $33,050 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: May 4, 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 568 Bonita Avenue in the amount of $4,187.50 (General Fund) and assess a maximum of $33,050 in daily civil penalties. PROPERTY OWNER: DRU A HICKS – Ward 3 (Reese)

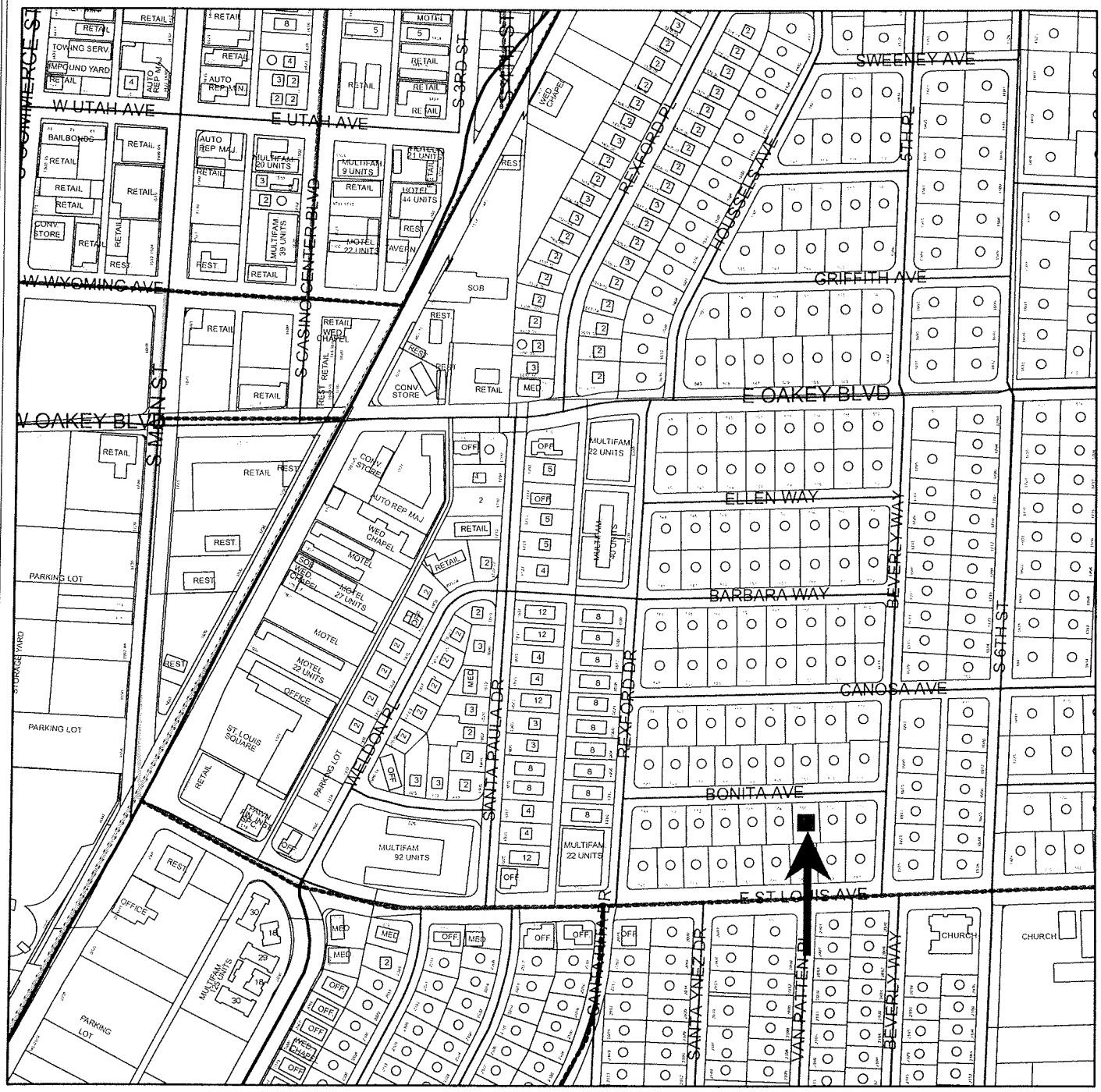
American Demolition completed work on October 20, 2010 at a cost of $970; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $4,187.50.

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.

568 BONITA AVE
CROSS STREETS - LAS VEGAS//OAKEY

City of Las Vegas Vicinity Map

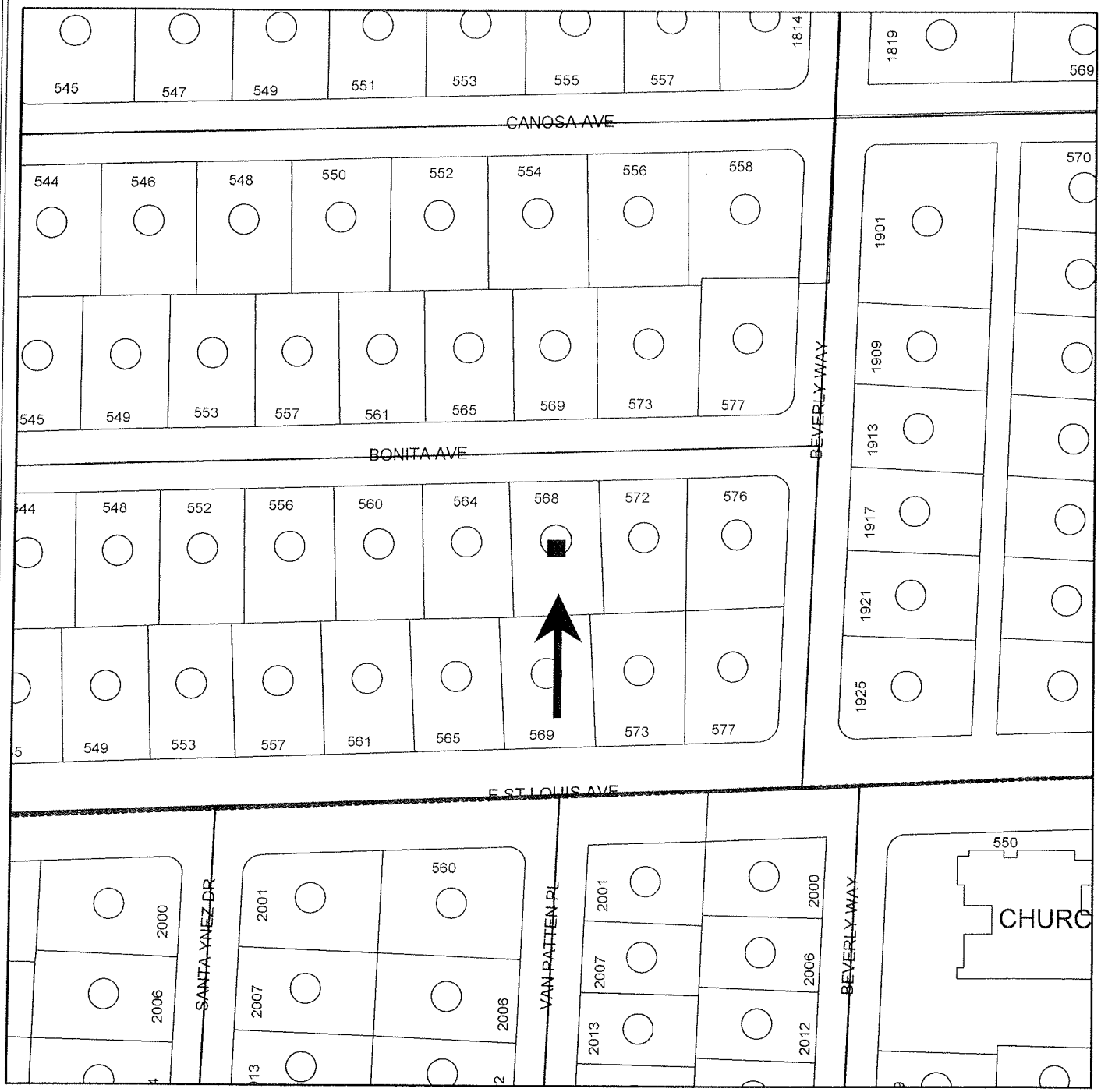


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

568 BONITA AVENUE
CROSS STREETS - LAS VEGAS//OAKEY

City of Las Vegas Vicinity Map

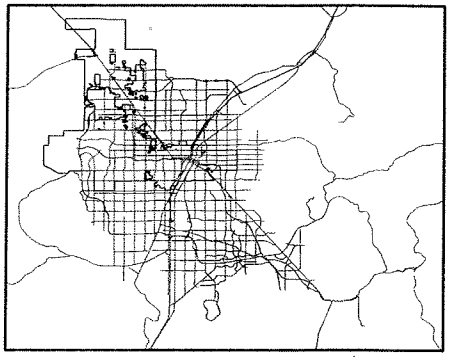


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GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



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: April 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 568 Bonita Avenue - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all trash and debris, and removing all high grass, weeds and high vegetation. The abatement was completed by American Demolition on October 20, 2010 at a cost of $970.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$490.00
Remove all trash and debris.	$200.00
Cut and remove all high grass and weeds.	$200.00
Remove all dead vegetation.	$80.00
AMOUNT DUE:	$970.00
Administrative Processing Fee:	$145.50
Sub-Total:	$1,115.50
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$4,187.50**
Daily Civil Penalties – 70 days @ $500 a day (excluding civil penalty fees already assessed) August 12, 2010 to October 20, 2010	**$33,050.00**
MAXIMUM TOTAL:	**$37,237.50**
OWNER OF RECORD	DRU A. HICKS
PROPERTY ABATED:	568 Bonita Avenue
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-03-315-012
LEGAL DESCRIPTION:	BEVERLY GREEN TRACT #4
	PLAT BOOK 5 PAGE 51
	LOT 7 BLOCK 2

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praskovich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 4, 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, MAY 4, 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 Building and Safety for:

> Abatement of the violations on the property located at **568 BONITA AVENUE – Case #91264**. The Director of Building and Safety certifies that the sum of **$4,187.50** was expended and Civil Penalties in the sum of **$33,050.00** may be imposed for a total of **$37,237.50**. Owner of record at time of abatement: **DRU A HICKS– WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 91264

568 BONITA AVE - Map # 02525-74 Parcel 16203315012

Owner Information:

HICKS DRU A
674 E OAKEY
LAS VEGAS, NV 89104-2864

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Tall weeds. Check swimming pool.

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: May 26, 2010 Ward: 3

Date Case Resolved: October 19, 2010 Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-006: 16.08.010 UDB SEC 403		
6/8/10	OPEN	Entire Property
Secure All doors and windows.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
6/8/10	COMPLIED 10/19/10	Entire Property
Remove all refuse and waste from all areas of property. Maintain at all times.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
6/8/10	COMPLIED 10/19/10	Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.		
AN-007: 9.04.010(7)(B) DEAD VEGETATION		
6/8/10	OPEN	Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.		
AV-001: 16.31 VACANT BUILDING CODE		
6/8/10	OPEN	Entire Property
Secure All doors and windows.		

Chronology of Events:

June 08, 2010 **Insp#: 995053**

33) Pool is empty, high and dead vegetation through oput property mailed and posted property rear door was open interior empty, secured windows and rear door to best of ability, Call back set for 06/18/10.

June 08, 2010 **CORRECTION NOTICE ISSUED**

June 18, 2010 **Insp#: 999711**

33) No change , still open and accessable, failed inspection, assessed $120, photo's taken, call back set for 06/24/10, mailed notice to owner.

June 18, 2010 **CORRECTION NOTICE ISSUED**

July 12, 2010	**PHONE CALL**	
	ed) Received phone call from Dru Hicks (702.806.8072). She no longer owns property, bankruptsy granted in January 2010.	
July 12, 2010	**Insp#: 1004542**	
	33) No Change, Photo's taken, assessed fee's will e-mail again and start Notice and order. Call back set for 07/21/10.	
July 28, 2010	**NOTICE AND ORDER REQUEST**	
	33) Completed research and sent e-mail to safegaurd regarding property, finished process for Notice and order turned into 21 for forward, no contact from owner.	
August 02, 2010	**NOTICE AND ORDER ISSUED**	
August 03, 2010	**Insp#: 1013106**	
	33) No change to the property, photo's taken posted Notice and Order posted on the front door, assessed fees, affidavit of posting completed, call back set for 08/13/10.	
August 04, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 8/2/10	
August 10, 2010	**PHONE CALL**	
	33) Received call from Lorn, from Attorney Shawn Christopher, 737-3125, Dru Hicks filed Chapter 7 Bankruptcy on 11-02-09 and house was part of the bankruptcy.	
August 13, 2010	**Insp#: 1022454**	
	33) No change, photo's taken, assessed fee's to do abatement sheet and forward case to 21. call back set for 08/23/10.	
August 19, 2010	**BID PREPERATION**	
	21)forward file to office staff for bids	
August 26, 2010	**BID RECEIVED**	
	RECORDED & SCANNED BIDS RECEIVED: 1-AMER DEMO=$970; 2-LUNAS=$975; 3-WEAVER=$1,325	
August 26, 2010	**10 DAY NOTICE PROCESSING**	
	ed) Prep, scanned and sent 10-day Notice to Abate to: DRU HICK @ 674 OAKEY, LV, NV 89104	
August 26, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
August 30, 2010	**Insp#: 1027284**	
	33) Posted 10 day before abatement on front door, photos taken, assessed fees, completed affidavit, call back set for 09/10/10.	
September 10, 2010	**Insp#: 1033728**	
	33) Failed, no change, photo's taken, proceding with abatement, case forwarded to 21, fees assessed.	
September 16, 2010	**PROCEED WITH ABATEMENT**	
	21)refer file to officer liz to cont abate with contractor	
October 07, 2010	**VIDEO REQUEST**	
	ed) ed) Prepared pre-abatement video request - start date 10/8/10. Request to #21 w/email	
October 07, 2010	**VIDEO REQUEST**	
	ed) Prepared pre-abatement video request - start date 10/8/10. Request to #21 w/email	
October 07, 2010	**PRE-ABATEMENT VIDEO**	
	21)video in F drive. Photos in CC Items file	

October 19, 2010 **Insp#: 1038042**

33) Was able to secure doors in rear, all other violations were abated. Closed, abated.

October 26, 2010 **ADMINSTRATIVE**

ed) ENTERED INTO ORACLE TO RECEIVE (RECEIPT #285261 - $970 TO AMER DEMO); SCANNING, AND CLOSING OF FILE. FILE TO 21.

November 02, 2010 **CITY COUNCIL AGENDA PREP**

21)forward case file to Laura D to place on CC agenda

November 29, 2010 **CITY COUNCIL AGENDA PREP**

21) REFER FILE TO LD TO PLACE ON CC AGENDA TO PLACE LIEN

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	06/18/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	07/12/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/12/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	08/03/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/03/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/13/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	08/13/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/30/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	08/30/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/10/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/10/2010	
ADMINISTRATIVE	$145.50	U	10/26/2010	
NUISANCE ABATEMENT FEE	$970.00	U	10/26/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$4,115.50**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	A	8/26/10

Bid Amount: 970.00
Bid Award Date:
Contractor Start Date:
Description:
BOARD DOORS/WINDOWS, REMOVE TRASH/DEBRIS, HIGH GRASS/WEEDS AND DEAD VEGETATION

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	8/26/10

Bid Amount: 1,325.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	LUNAS	NA	8/26/10

Bid Amount: 975.00
Bid Award Date:
Contractor Start Date:
Description:

APN 162-03-315-012

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **DRU A. HICKS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-315-012**
Commonly known as: **568 Bonita Avenue**
Legal Description: **BEVERLY GREEN TRACT #4**
PLAT BOOK 5 PAGE 51
LOT 7 BLOCK 2

On **October 20, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$4,187.50** 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 **$33,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$37,237.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 4, 2011** ordered the above charges in the amount of **$37,237.50**, 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 #91264

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 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 1737 Canosa Avenue in the amount of $4,296.75 (General Fund) and assess a maximum of $31,550 in daily civil penalties. PROPERTY OWNER: JEFFREY TODD WILLIAMS - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,296.75
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 remove all sheds and accessory structures, remove all trash and debris, remove all high grass and weeds, and board the front door. To date, there have been eight (8) inspections conducted at this location. The estimated value of the property based on Zillow.com is $67,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,065 invoice for Weaver Construction in addition to other fees assessed for a total of $4,296.75 and consider assessing a maximum of $31,550 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: May 4, 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 1737 Canosa Avenue in the amount of $4,296.75 (General Fund) and assess a maximum of $31,550 in daily civil penalties. PROPERTY OWNER: JEFFREY TODD WILLIAMS – Ward 3 (Reese)

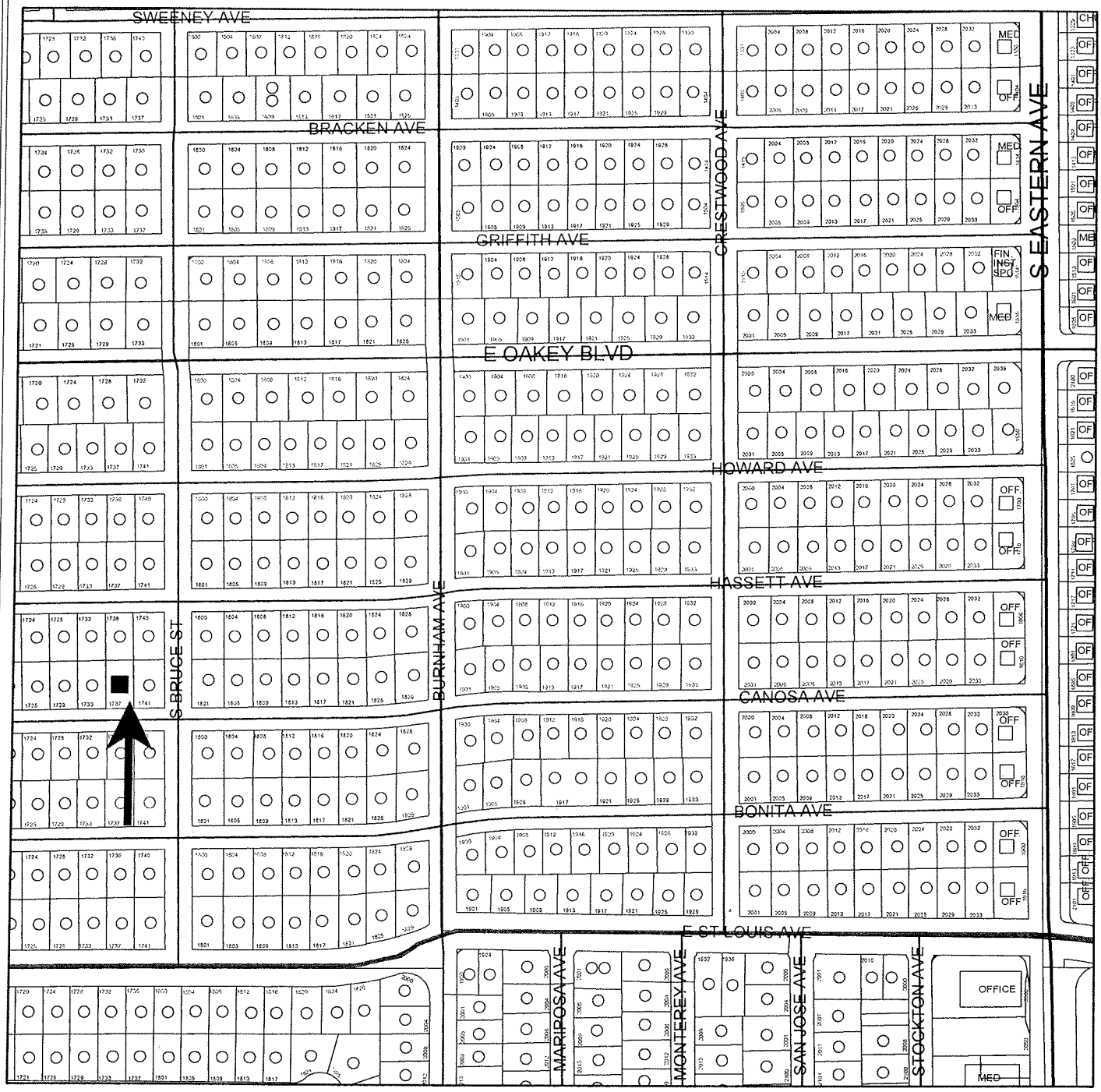
Weaver Construction completed work on November 9, 2010 at a cost of $1,065; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $4,296.75.

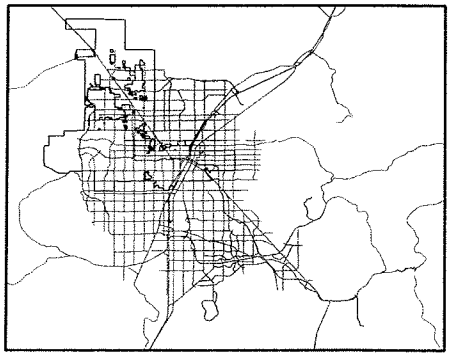
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

1737 CANOSA AVENUE
CROSS STREETS - EASTERN//OAKEY

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

1737 CANOSA AVENUE
CROSS STREETS - EASTERN//OAKEY

City of Las Vegas Vicinity Map

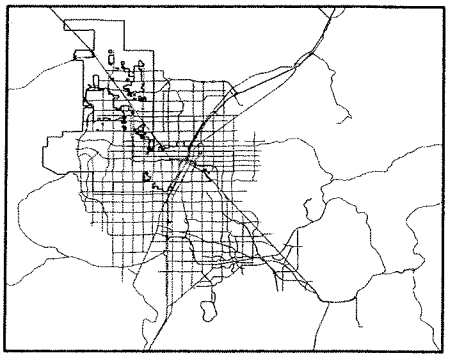


N

0 70 140 280 Feet

GIS maps are normally produced only to meet the needs of the City
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Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT



Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 1737 Canosa Avenue - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all sheds and accessory structures, removing all trash and debris, removing all high grass and weeds, and boarding the front door. The abatement was completed by Weaver Construction on November 9, 2010 at a cost of $1,065.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Removing all sheds and accessory structures.	$650.00
Remove all trash and debris.	$150.00
Cut and remove all high grass and weeds.	$200.00
Board front door.	$65.00
AMOUNT DUE:	$1,065.00
Administrative Processing Fee:	$159.75
Sub-Total:	$1,224.75
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$4,296.75**
Daily Civil Penalties – 67 days @ $500 a day (excluding civil penalty fees already assessed) September 4, 2010 to November 9, 2010	**$31,550.00**
MAXIMUM TOTAL:	**$35,846.75**
OWNER OF RECORD	JEFFREY TODD WILLIAMS
PROPERTY ABATED:	1737 Canosa Avenue
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-02-712-086
LEGAL DESCRIPTION:	CHARLESTON PARK TRACT 1
	PLAT BOOK 4 PAGE 15
	LOT 86 BLOCK 3

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
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ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

MAY 4, 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, MAY 4, 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 Building and Safety for:

> Abatement of the violations on the property located at **1737 CANOSA AVENUE – Case #91579.** The Director of Building and Safety certifies that the sum of **$4,296.75** was expended and Civil Penalties in the sum of **$31,550.00** may be imposed for a total of **$35,846.75.** Owner of record at time of abatement: **JEFFREY TODD WILLIAMS – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 91579

1737 CANOSA AVE - Map # 02526-66 Parcel 16202712086

Owner Information:

WILLIAMS JEFFREY TODD
1737 CANOSA AVE
LAS VEGAS, NV 89104-3614

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house, overgrown weeds, infested with roaches. Bad sewer odor.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 07, 2010

Ward: 3

Date Case Resolved: November 10, 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
6/10/10 COMPLIED 11/10/10 Entire Property
Remove all refuse and waste from all areas of property. Maintain at all times.
Remove all refuse and waste from all areas of property.Including cement pieces in front yard area.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
6/10/10 OPEN Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AN-007: 9.04.010(7)(B) DEAD VEGETATION
6/10/10 OPEN Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

Chronology of Events:

June 10, 2010 **Insp#: 998993**

33) Proeprty is secure has safeguard sticker on front door, no smell, property is vacant, email to safeguard, call back set for 06/23/10.

June 10, 2010 **CORRECTION NOTICE ISSUED**

July 07, 2010 **Insp#: 1000989**

33) No change, photo's taken, assessed $120 fine, mailed notice, no longer under control of Safeguard, call back set for 07/14/10.

July 07, 2010 **CORRECTION NOTICE ISSUED**

July 19, 2010 **Insp#: 1011717**

33) Failed inspection, assessed fees, photo's taken, no change, call back set for 07/28./10.

August 02, 2010	**RESEARCH**
	33) Located possible address in Kennwick Washington in sewer. Correction notice mailed reset for 08/12/10.
August 20, 2010	**Insp#: 1016015**
	33) Failed inspection, safegaurd is not handling the property, to do Notice and Order. Photo's taken and call back set for 08/27/10.
August 25, 2010	**NOTICE AND ORDER REQUEST**
	33) Prepared case for Notice and order, forwarded to 21 for review.
August 25, 2010	**NOTICE AND ORDER ISSUED**
August 26, 2010	**Insp#: 1030124**
	33) No change to the property, photo's taken, Notice and order posted on front door, affidavit completed, call back set for 09/07/10 with fees assessed property still secure.
September 07, 2010	**Insp#: 1032709**
	33) No change, assessed fees, will prepare bid sheet and forward to 21, photo's taken, met with neighbor Harry who advised observed hispanic in white truck remove appliances last week. Call back set for 09/17/10.
September 09, 2010	**BID REQUEST SENT**
	ed) Bid request and map sent to all contractors. Due 9-13-10.
September 09, 2010	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 8/25/10
September 21, 2010	**BID RECEIVED**
	RECORDED & SCANNED BIDS RECEIVED: 1-Blans Debris=$429; 2-Weaver=$1000
September 22, 2010	**10 DAY NOTICE PROCESSING**
	ed) Prep, scanned and sent 10-day Notice to Abate to: JEFFREY WILLIAMS @ 1618 W 8TH PL, KENNEWICK, PA 99336-5234 AND WILLIAMS JEFFREY TODD @ 1737 CANOSA AVE, LV, NV 89104-3614
September 22, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
September 23, 2010	**Insp#: 1036511**
	33) Posted 10 day before abatement notice, call back set for 10/04/10, completed affidavit of posting.
October 07, 2010	**PROCEED WITH ABATEMENT**
	21)forward file to liz to refer for contractor abate
October 15, 2010	**PHONE CALL**
	33) Received call from neighbor Mrs. Cole, 734-1834, regarding the property advised status.
October 19, 2010	**BID AWARDED TO CONTRACTOR**
	ed) Received PO #286368-prepared and sent award ltr to Blans Debris Removal
November 03, 2010	**BID AWARDED TO CONTRACTOR**
	Faxed & mailed award letter to Weaver.
November 04, 2010	**PRE-ABATEMENT VIDEO**
	21)previdео in f drive photos in cc items file
November 09, 2010	**VIDEO REQUEST**
	Received completion fax from Weaver. Request after video from Tony G.

November 10, 2010 **POST-ABATEMENT VIDEO**

21)post video in f drive.photos in cc items file. note:vandal stole front door after contractor abatement. weaver const. will board for approx. 65.00 extra

November 10, 2010 **VIDEO REQUEST**

Request for After Abatement Video received.

November 10, 2010 **ADMINSTRATIVE**

Received invoice from Weaver for $1065. PO#286694. Receipt#286065. File given to #21.

November 10, 2010 **Insp#: 1043754**

33) Close, abated by contractor.

November 29, 2010 **CITY COUNCIL AGENDA PREP**

21)REFER FILE TO LD TO PLACE ON CC AGENDA FOR LIEN

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	07/07/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	07/19/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/19/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/20/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	08/20/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	08/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/07/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	09/07/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/23/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/23/2010	
ADMINISTRATIVE	$159.75	U	11/10/2010	
NUISANCE ABATEMENT FEE	$1,065.00	U	11/10/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$4,224.75**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLANS DEBRIS	NA	9/13/10

Bid Amount: 429.00
Bid Award Date:
Contractor Start Date:
Description:
Remove all sheds and exterior structures, trash/debris and high grass

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	P	9/13/10

Bid Amount: 1,000.00
Bid Award Date:
Contractor Start Date:
Description:

APN 162-02-712-086

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JEFFREY TODD WILLIAMS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-02-712-086**
Commonly known as: **1737 Canosa Avenue**
Legal Description: **CHARLESTON PARK TRACT 1**
PLAT BOOK 4 PAGE 15
LOT 86 BLOCK 3

On **November 9, 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 **$4,296.75** 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 **$31,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$35,846.75** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 4, 2011** ordered the above charges in the amount of **$35,846.75**, 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 #91579

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 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 1213 Sattes Street in the amount of $4,402.50 (General Fund) and assess a maximum of $35,050 in daily civil penalties. PROPERTY OWNER: MARTHA RUIZ - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,402.50
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 board all open doors and windows, and remove deteriorated and accessible metal shed. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $46,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $550 invoice for American Demolition in addition to other fees assessed for a total of $4,402.50 and consider assessing a maximum of $35,050 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: May 4, 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 1213 Sattes Street in the amount of $4,402.50 (General Fund) and assess a maximum of $35,050 in daily civil penalties. PROPERTY OWNER: MARTHA RUIZ – Ward 3 (Reese)

American Demolition completed work on November 11, 2010 at a cost of $550; $1,320 in reinspection fees (w/late fees); $2,450 in civil penalties; plus a 15% administrative fee for a total of $4,402.50.

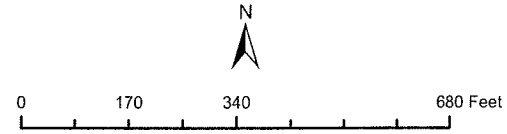
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

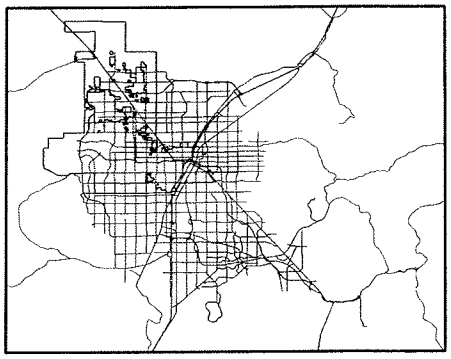
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

1213 SATTES STREET
CROSS STREETS - MOJAVE//WASHINGTON

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

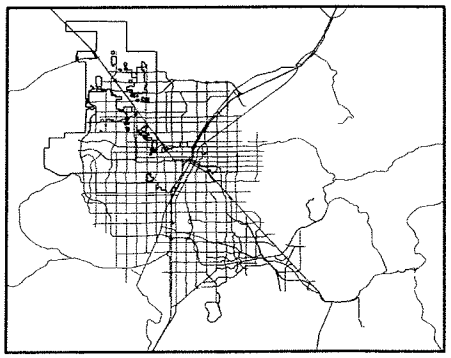
1213 SATTES STREET
CROSS STREETS - MOJAVE//WASHINGTON

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 1213 Sattes Street - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, and removing deteriorated and accessible metal shed. The abatement was completed by American Demolition on November 11, 2010 at a cost of $550.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$450.00
Remove deteriorated and accessible metal shed.	$100.00
AMOUNT DUE:	$550.00
Administrative Processing Fee:	$82.50
Sub-Total:	$632.50
Reinspection Fees (w/late fees):	$1,320.00
Civil Penalties:	$2,450.00
TOTAL AMOUNT DUE:	**$4,402.50**
Daily Civil Penalties – 75 days @ $500 a day (excluding civil penalty fees already assessed) August 29, 2010 to November 11, 2010	**$35,050.00**
MAXIMUM TOTAL:	**$39,452.50**
OWNER OF RECORD	MARTHA RUIZ
PROPERTY ABATED:	1213 Sattes Street
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-25-610-028
LEGAL DESCRIPTION:	COLLEGE PARK #22
	PLAT BOOK 7 PAGE 59
	LOT 16 BLOCK 4

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: _____

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

MAY 4, 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, MAY 4, 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 Building and Safety for:

> Abatement of the violations on the property located at **1213 SATTES STREET – Case #93030**. The Director of Building and Safety certifies that the sum of **4,402.50** was expended and Civil Penalties in the sum of **$35,050.00** may be imposed for a total of **$39,452.50**. Owner of record at time of abatement: **MARTHA RUIZ – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 93030

1213 SATTES ST - Map # 02327-36 Parcel 13925610028

Owner Information:

RUIZ MARTHA
1213 SATTES ST
LAS VEGAS, NV 89101-1721

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: vacant house, trash

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: July 24, 2010

Ward: 3

Date Case Resolved:

Source: CEO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-005: UAC 301.1 PERMITS REQUIRED
7/29/10 OPEN Rear
Remove deteriorated and accessible detached metal shed.

AB-006: 16.08.010 UDB SEC 403
7/29/10 COMPLIED 02/08/11 All points of entry
Secure all structures to City of Las Vegas specifications. Presently rear enclosed porch accessible and several open doors allowing entry to residence.

AN-003: 9.04.010 (4) REFUSE & WASTE
7/29/10 OPEN All areas
Remove all refuse and waste from all areas of property. Maintain at all times. Presently: discarded carpeting, cartons, broken concrete, wood, loose trash.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
7/29/10 OPEN All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AN-009: 9.04.010 (7)(D) DILAPIDATED
7/29/10 OPEN Side
Re-attach fallen and damaged gate on north side.

Chronology of Events:

July 29, 2010	**Insp#: 1018653**
	17) Vacant house open/accessible. High weeds, refuse. Presently: discarded carpeting, cartons, broken concrete, wood, loose trash. Re-attach fallen and damaged gate on north side. Remove deteriorated and accessible detached metal shed. Presently rear enclosed porch accessible and several open doors allowing entry to residence. cb 8/9. cn1 posted and per sewer mailed to: Ruiz Family, 17 N Yale, Las Vegas, NV 89107-1927
July 29, 2010	**CORRECTION NOTICE ISSUED**
July 30, 2010	**CORRESPONDENCE RECEIVED/SENT**

17) Cn1 mailed to: Ruiz Family
17 N Yale
Las Vegas, NV 89107-1927

August 02, 2010 **PHONE CALL**

17) Received call from owner: Martha Ruiz at 343-3892, she stated bank foreclosed a long time ago. I told her she would continue to receive mail until deed was properly recorded.

August 11, 2010 **Insp#: 1020649**

17) Pix, assess fee, switch to N&O

August 12, 2010 **NOTICE AND ORDER REQUEST**

17) To 21 with pix

August 19, 2010 **NOTICE AND ORDER PROCESSING**

21)RETURNED FILE TO 17 FOR POSTINGS- MAILINGS DONE

August 19, 2010 **CORRESPONDENCE RECEIVED/SENT**

17) copy of N&O emailed to: noemi.gonzales-morales@ocwen.com

August 19, 2010 **NOTICE AND ORDER ISSUED**

August 19, 2010 **Insp#: 1026251**

17) No change in condition, posted N&O

August 26, 2010 **RECORDED DOCUMENT**

Ld) Recorded N&O dated 8/19/10

September 01, 2010 **Insp#: 1029768**

17) No change in condition, Proceed with abatement.

September 02, 2010 **Insp#: 1035132**

17) New pix, no change, continue with abatement, To 21.

September 07, 2010 **BID PREPERATION**

21) forward case file to Liz- obtain bids

September 09, 2010 **BID REQUEST SENT**

ed) Bid request and map sent to all contractors. Due 9-13-10.

September 17, 2010 **Insp#: 1035317**

17) No change in condition, awaiting 10-day. Email to Liz for status.

September 27, 2010 **BID RECEIVED**

RECORDED & SCANNED BIDS RECEIVED:
1-AMER DEMO=$1108; 2-BLANS=$1268; 3-WEAVER=$1275

September 28, 2010 **10 DAY BEFORE ABATEMENT NOTICE**

September 29, 2010 **10 DAY NOTICE PROCESSING**

ed) Prep, scanned and sent 10-day Notice to Abate to: RUIZ MARTHA @ 1213 SATTES ST, LV, NV 89101-1721

September 30, 2010 **Insp#: 1041649**

17) No change, 10-day posted, cb 10/10

October 09, 2010 **Insp#: 1046547**

17) No change, award bid.

October 13, 2010	**PROCEED WITH ABATEMENT**

21)forward case file to office staff-liz to award bid

October 20, 2010	**Insp#: 1049968**

17) Property appears as if it has been cleaned but still not boarded and shed remains, Email to 21. No fee.

November 03, 2010	**BID AWARDED TO CONTRACTOR**

Faxed & mailed award letter to American Demolition.

November 04, 2010	**PRE-ABATEMENT VIDEO**

21)pre video in f drive photos in cc items file

November 12, 2010	**Insp#: 1054059**

17) Abated, but sloppy job. shed removed, rear room boarded. Contractor did not pickup up the minor debris under and around shed. To 21 for video.

November 15, 2010	**VIDEO REQUEST**

Invoice received. After video request given to #21.

November 17, 2010	**POST-ABATEMENT VIDEO**

21)post video in f drive- photos in cc items file. property clean / secure.

November 18, 2010	**ADMINSTRATIVE**

Recorded & scanned invoice from American Demolition. File give to #21.

January 26, 2011	**REFERRED**

21)refer file to LD to place on CC agenda

February 08, 2011	**Insp#: 1061681**

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	08/11/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	08/19/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/19/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/01/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	09/01/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	09/02/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/02/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	09/17/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/17/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/30/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/30/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/09/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	10/09/2010	
ADMINISTRATIVE	$82.50	U	11/18/2010	
NUISANCE ABATEMENT FEE	$550.00	U	11/18/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$4,312.50**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	9/23/10

Bid Amount: 1,275.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLANS DEBRIS	NA	9/13/10

Bid Amount: 1,268.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	P	9/23/10

Bid Amount: 1,108.00
Bid Award Date:
Contractor Start Date:
Description:

REMOVE REFUSE/WASTE, HIGH/DEAD VEG, DETER SHED, RPR GATE, POST "NO TRESP" SIGN, BOARD DOORS/WINDOWS

APN 139-25-610-028

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MARTHA RUIZ**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-25-610-028**
Commonly known as: **1213 Sattes Street**
Legal Description: **COLLEGE PARK #22**
PLAT BOOK 7 PAGE 59
LOT 16 BLOCK 4

On **November 11, 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 **$4,402.50** 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 **$35,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$39,452.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 4, 2011** ordered the above charges in the amount of **$39,452.50**, 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 #93030

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 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 1311 South 11th Street in the amount of $5,411 (General Fund) and assess a maximum of $33,550 in daily civil penalties. PROPERTY OWNER: ELVIA FELIX VARGAS - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $5,411
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 board all open doors and windows, remove all non-permitted sheds and exterior accessory structures, remove all trash and debris, cut and remove all high grass and weeds, and secure gate on south side of property. To date, there have been ten (10) inspections conducted at this location. The estimated value of the property based on Zillow.com is $73,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $820 invoice for Lunas Construction in addition to other fees assessed for a total of $5,411 and consider assessing a maximum of $33,550 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: May 4, 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 1311 South 11th Street in the amount of $5,411 (General Fund) and assess a maximum of $33,550 in daily civil penalties. PROPERTY OWNER: ELVIA FELIX VARGAS – Ward 3 (Reese)

Lunas Construction completed work on October 18, 2010 at a cost of $820; $1,518 in reinspection fees (w/late fees); $2,950 in civil penalties; plus a 15% administrative fee for a total of $5,411.

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.

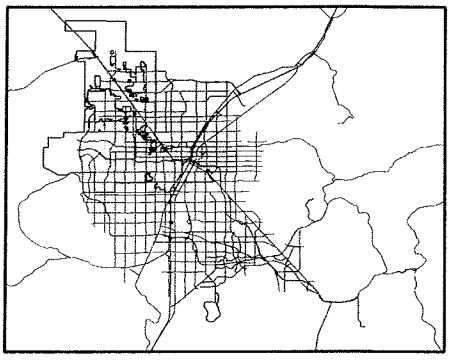
1311 SOUTH 11TH STREET
CROSS STREETS - MARYLAND//OAKEY

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet

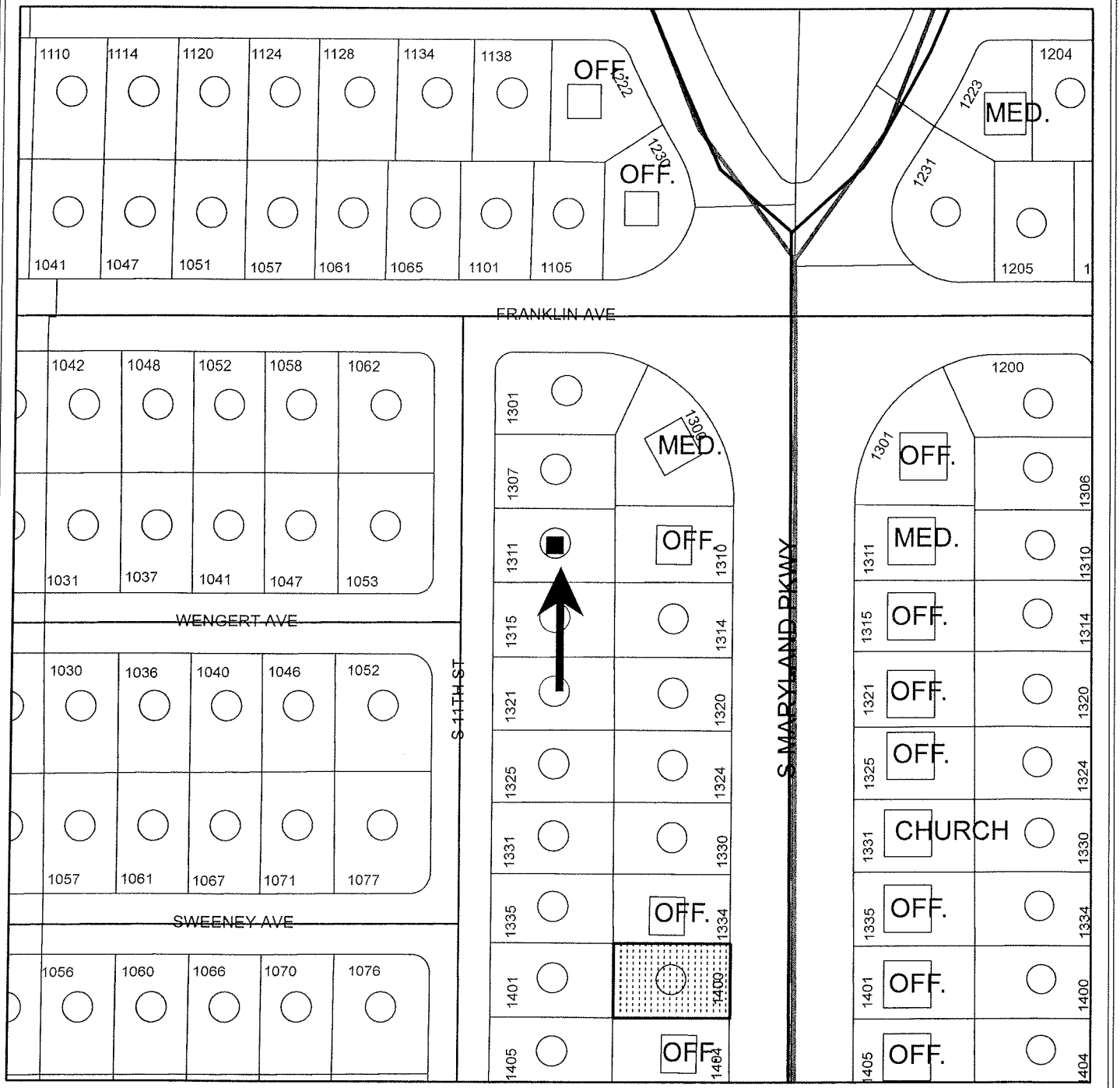


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Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

1311 SOUTH 11TH STREET
CROSS STREETS - MARYLAND//OAKEY

City of Las Vegas Vicinity Map



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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 1311 South 11th Street - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing all non-permitted sheds and exterior accessory structures, removing all trash and debris, cutting and removing all high grass and weeds, and securing side gate on south side of property. The abatement was completed by Lunas Construction on October 18, 2010 at a cost of $820.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$550.00
Remove all non-permitted sheds and exterior accessory structures.	$85.00
Remove all trash and debris.	$100.00
Cut and remove all high grass and weeds.	$50.00
Secure gate on south side of property.	$35.00
AMOUNT DUE:	$820.00
Administrative Processing Fee:	$123.00
Sub-Total:	$943.00
Reinspection Fees (w/late fees):	$1,518.00
Civil Penalties:	$2,950.00
TOTAL AMOUNT DUE:	**$5,411.00**
Daily Civil Penalties – 73 days @ $500 a day (excluding civil penalty fees already assessed) August 7, 2010 to October 18, 2010	**$33,550.00**
MAXIMUM TOTAL:	**$38,961.00**
OWNER OF RECORD	ELVIA FELIX VARGAS
PROPERTY ABATED:	1311 South 11th Street
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-03-612-022
LEGAL DESCRIPTION:	HUNTRIDGE SUB TRACT 4
	PLAT BOOK 2 PAGE 55
	LOT 37 BLOCK 21

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

MAY 4, 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, MAY 4, 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 Building and Safety for:

> Abatement of the violations on the property located at **1311 SOUTH 11TH STREET – Case #90212**. The Director of Building and Safety certifies that the sum of **$5,411.00** was expended and Civil Penalties in the sum of **$33,550.00** may be imposed for a total of **$38,961.00**. Owner of record at time of abatement: **ELVIA FELIX VARGAS – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 90212

1311 S 11TH ST - Map # 02525-39 Parcel 16203612022

Owner Information:

YESENIA PEREZ
1081 CANOSA AVE
LAS VEGAS, NEVADA 89104-3129

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: High grass/weeds

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: May 03, 2010

Ward: 3

Date Case Resolved: October 18, 2010

Source: CLV

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-005: UAC 301.1 PERMITS REQUIRED
7/8/10 OPEN unpermitted shed in rearyard
Obtain all required permits for unpermitted structure from Dept. of Building and Safety or remove shed
Obtain all required permits for unpermitted structure from Dept. of Building and Safety.

AB-006: 16.08.010 UDB SEC 403
7/8/10 OPEN Entire Property
Secure all open/accessible doors , board or replace all broken windows to comply with City of Las Vegas Vacant Building standards.

AN-003: 9.04.010 (4) REFUSE & WASTE
7/8/10 OPEN Entire Property
Remove all refuse and waste from all areas of property. Maintain at all times.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
5/6/10 OPEN Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AV-001: 16.31 VACANT BUILDING CODE
7/8/10 OPEN Entire Property
Secure all doors and board or replace all broken windows and comply with City of Las Vegas Vacant Building standards.

Chronology of Events:

May 06, 2010 **Insp#: 984708**

33) Observed high grass and weeds , mailed notice with call back set for 05/17/10..

May 06, 2010 **CORRECTION NOTICE ISSUED**

May 17, 2010 **Insp#: 986585**

33) No change, Posted 2nd notice, assessed fee of $120, , Photo's taken, call back set for 05/27/10.

May 17, 2010	**CORRECTION NOTICE ISSUED**
May 28, 2010	**Insp#: 991156**
	33) Photos taken very small area, failed inspection, will research, call back set for 06/04/10.
June 23, 2010	**Insp#: 996245**
	33) No change, photo's taken, assessed fee's , will do research and Notic eand Order.
July 08, 2010	**Insp#: 1006666**
	33) Photo's taken found residence now open and accessible with doors kicked in and windows broke out. Also addressed illegal shed in rear, assessed fine, to do Notice and Order to reflect current condition.
July 08, 2010	**CORRECTION NOTICE ISSUED**
July 21, 2010	**NOTICE AND ORDER REQUEST**
	33) Located in MERS a loan center E-mail, sent e-mail, mailed e-mail, no viewable documents in recorders office, case prepared for Notice and order.
July 21, 2010	**CORRECTION NOTICE ISSUED**
July 28, 2010	**NOTICE AND ORDER PROCESSING**
	21)RETUREND FILE WITH N&O TO 33 POST-MAILINGS DONE
July 28, 2010	**NOTICE AND ORDER ISSUED**
July 29, 2010	**Insp#: 1012093**
	33) Posted Notice and Order, building still open and accessible, photo's taken, posted on front door, Affidavit of posting completed and given to E. Douglas to Notorize, Call back set for 08/09/10.
August 04, 2010	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 7/28/10
August 09, 2010	**Insp#: 1020814**
	33) No change still un-secure, notice removed from door, photo's taken, assessed fees, case forwarded to 21 to start next step starting bid process., call back set for 08/16/10.
August 26, 2010	**BID RECEIVED**
	RECORDED & SCANNED BIDS RECEIVED: 1-LUNAS=$820; 2-AMER DEMO=$1201; 3-WEAVER=$1,500
August 26, 2010	**10 DAY NOTICE PROCESSING**
	ed) Prep, scanned and sent 10-day Notice to Abate to: YESENIA PEREZ @ 1081 CANOSA AVE, LV, NV 89104-3129
August 26, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
August 30, 2010	**Insp#: 1025113**
	21)forward case file to office staff-Liz for bids. NOTE; wb not working. Posted 10 day before abatement on front door, photo's taken, Assessed fee's, call back set for 09/10/10. Weeds cut in front, zip tie still secure on side gate.
September 10, 2010	**Insp#: 1033719**
	33) Property still unsecure, photo's taken, fee's assessed, case forwarded to 21 for abatement.
September 16, 2010	**PROCEED WITH ABATEMENT**
	21)refer file to liz for contractor abatement

October 18, 2010	**Insp#: 1038057**	
	33) Secured side door, all other violations abated. Closed.	
October 20, 2010	**VIDEO REQUEST**	
	ed) Completion date 10/13/10; prepared and sent Post-Abatement Video Request to #21	
October 25, 2010	**POST-ABATEMENT VIDEO**	
	21)POST VIDEO DONE IN F DRIVE, PHOTOS IN CC ITEMS FILE	
October 26, 2010	**ADMINSTRATIVE**	
	ENTERED INTO ORACLE TO RECEIVE (RECEIPT #285260 - $820 TO LUNAS CONSTRUCTION); SCANNING, AND CLOSING OF FILE. FILE TO 21.	
November 29, 2010	**CITY COUNCIL AGENDA PREP**	
	21)REFER FILE TO LD TO PLACE ON CC AGENDA TO PLACE LIEN	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	05/17/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	05/28/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	05/28/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	06/23/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	06/23/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/08/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/08/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	07/29/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/29/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/09/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/09/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/30/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/30/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/10/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/10/2010	
NUISANCE ABATEMENT FEE	$820.00	U	10/26/2010	
ADMINISTRATIVE	$123.00	U	10/26/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$5,303.00**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	LUNAS	A	8/26/10

Bid Amount: 820.00
Bid Award Date:
Contractor Start Date:
Description:
BOARD WINDOWS/DOORS, REMOVE SHEDS/STRUCTURES, TRASH/DEBRIS AND HIGH GRASS/WEEDS. SECURE GATE.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	8/26/10

Bid Amount: 1,500.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	NA	8/26/10

Bid Amount: 1,201.00
Bid Award Date:
Contractor Start Date:
Description:

APN 162-03-612-022

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **ELVIA FELIX VARGAS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-03-612-022**
Commonly known as: **1311 South 11th Street**
Legal Description: **HUNTRIDGE SUB TRACT 4**
PLAT BOOK 2 PAGE 55
LOT 37 BLOCK 21

On **October 18, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$5,411.00** 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 **$33,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$38,961.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 4, 2011** ordered the above charges in the amount of **$38,961.00**, 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 #90212

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 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 1218 South 15th Street in the amount of $4,147.25 (General Fund) and assess a maximum of $21,550 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON TRS - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,147.25
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to remove all trash and debris, cut and remove all high grass, weeds, and dead vegetation, and remove graffiti. To date, there have been nine (9) inspections conducted at this location. The estimated value of the property based on Zillow.com is $79,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $935 invoice for Weaver Construction in addition to other fees assessed for a total of $4,147.25 and consider assessing a maximum of $21,550 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: May 4, 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 1218 South 15th Street in the amount of $4,147.25 (General Fund) and assess a maximum of $21,550 in daily civil penalties. PROPERTY OWNER: BANK NEW YORK MELLON TRS – Ward 3 (Reese)

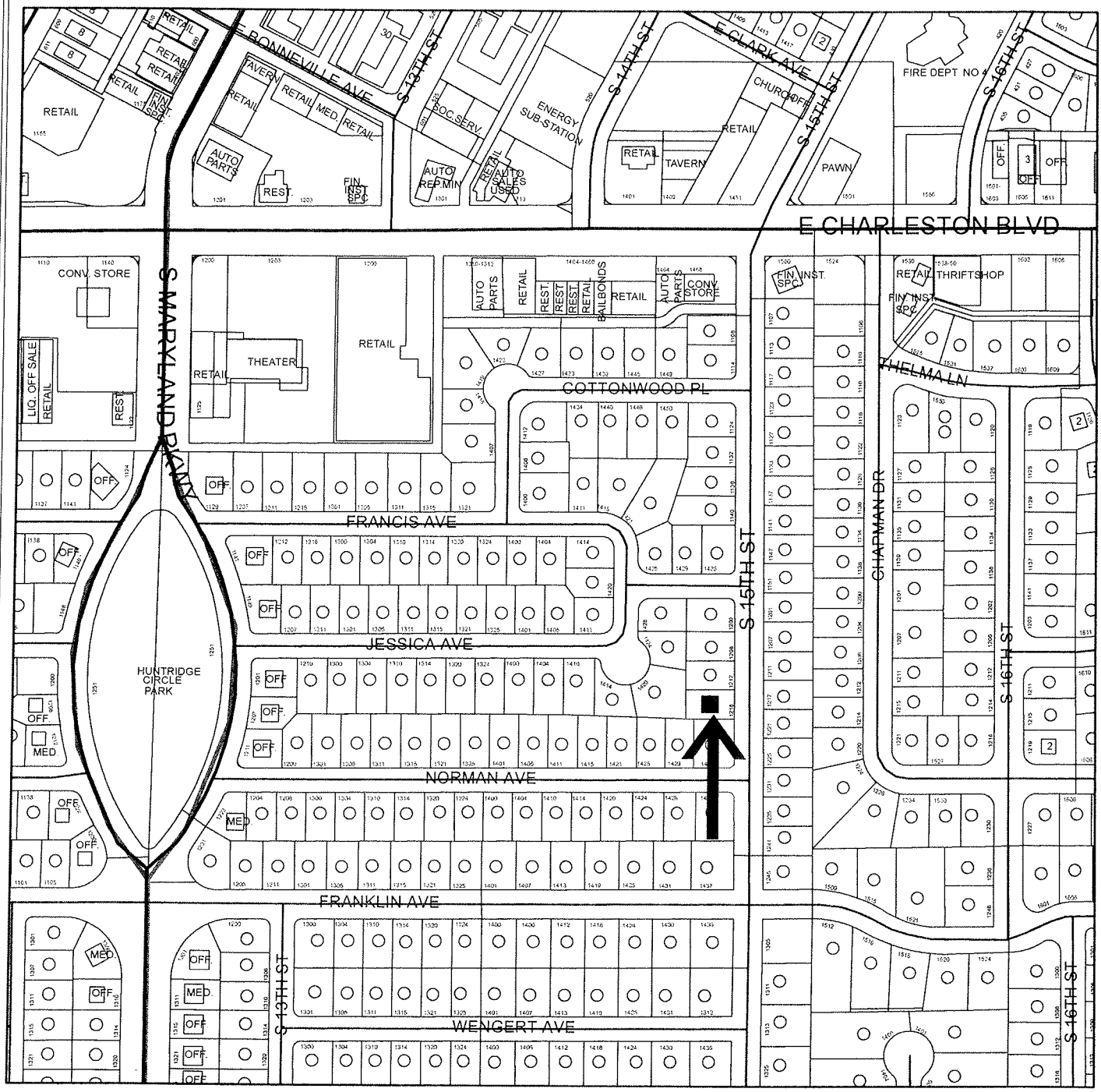
Weaver Construction completed work on October 12, 2010 at a cost of $935; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $4,147.25.

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1218 SOUTH 15TH STREET
CROSS STREETS - CHARLESTON//MARYLAND

City of Las Vegas Vicinity Map

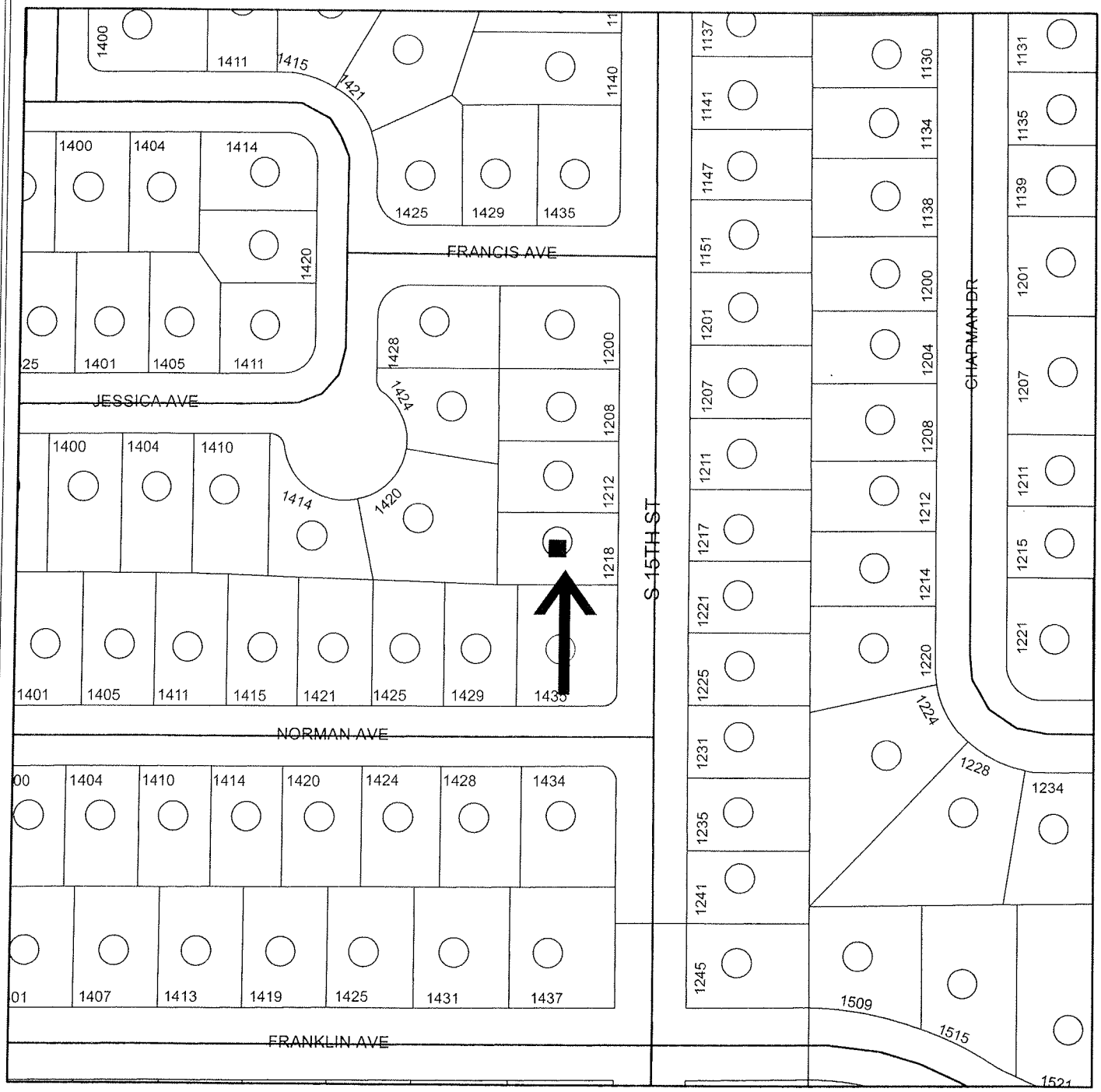


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PLANNING & DEVELOPMENT

1218 SOUTH 15TH STREET
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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 1218 South 15th Street - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash and debris, cutting and removing all high grass, weeds, and dead vegetation, and removing graffiti. The abatement was completed by Weaver Construction on October 12, 2010 at a cost of $935.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all dead vegetation.	$135.00
Remove all graffiti.	$200.00
Remove all trash and debris.	$150.00
Cut and remove all high grass and weeds.	$450.00
AMOUNT DUE:	$935.00
Administrative Processing Fee:	$140.25
Sub-Total:	$1,075.25
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$4,147.25**
Daily Civil Penalties – 47 days @ $500 a day (excluding civil penalty fees already assessed) August 27, 2010 to October 12, 2010	**$21,550.00**
MAXIMUM TOTAL:	**$25,697.25**
OWNER OF RECORD	BANK NEW YORK MELLON TRS
PROPERTY ABATED:	1218 South 15th Street
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-02-115-074
LEGAL DESCRIPTION:	HUNTRIDGE SUB TRACT 3
	PLAT BOOK 2 PAGE 54
	LOT 19 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

MAY 4, 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, MAY 4, 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 Building and Safety for:

> Abatement of the violations on the property located at **1218 SOUTH 15TH STREET – Case #92314**. The Director of Building and Safety certifies that the sum of **$4,147.25** was expended and Civil Penalties in the sum of **$21,550.00** may be imposed for a total of **$25,697.25**. Owner of record at time of abatement: **BANK NEW YORK MELLON TRS – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

CITY OF LAS VEGAS
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 # 92314

1218 S 15TH ST - Map # 02526-22 Parcel 16202115074

Owner Information:

BANK NEW YORK MELLON TRS
4828 LOOP CENTRAL DR
HOUSTON, TX 77081-2212

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house. Neighborhood kids have vandalized it.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 28, 2010

Ward: 3

Date Case Resolved: October 22, 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		
7/1/10	OPEN	Entire Property
Remove all refuse and waste from all areas of property. Maintain at all times.		
AN-006: 9.04.010(7)(A) HIGH VEGETATION		
7/1/10	OPEN	Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.		
AN-007: 9.04.010(7)(B) DEAD VEGETATION		
7/1/10	OPEN	Entire Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.		
AN-008: 9.04.010 (7)(C) GRAFFITI		
8/9/10	COMPLIED 10/22/10	Roof
Remove all graffiti from property and maintain free of graffiti at all times.		
AZ-003F: 19.04.010 (5) VEH INOP STORAGE		
8/9/10	OPEN	Driveway
Remove Black Honda Acura 5HHY726./CA or prove ownership and operability.		

Chronology of Events:

July 01, 2010 **Insp#: 1008455**

33) Observed high weeds and dead vegetation, refuse and waste through out property was able to secure north door, notice mailed, will research prior call back set for 07/12/10.

July 01, 2010 **CORRECTION NOTICE ISSUED**

July 13, 2010 **Insp#: 1009918**

33) No change, photo's taken, failed inspection assessed $120 , call back set for 07/21/10 will attempt to locate a bank contact.

July 13, 2010 **CORRECTION NOTICE ISSUED**

August 09, 2010	**Insp#: 1013470**	
	33) Graffiti now on the roof and now vehicle in drive, residence still secure, fee's assessed, photo's taken, will go after and notice and Order,	
August 12, 2010	**NOTICE AND ORDER REQUEST**	
	33) Prepared case for Notice and Order, Case given to 21.	
August 12, 2010	**CORRECTION NOTICE ISSUED**	
August 17, 2010	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 8/17/10	
August 17, 2010	**NOTICE AND ORDER ISSUED**	
August 17, 2010	**Insp#: 1024962**	
	33) Posted Notice and order on front window, all violations still remain, met with vehicle owner, who will remove vehicle, lives down street, assessed fees, completed affidavit, call back set for 08/27/10.	
August 19, 2010	**NOTICE AND ORDER PROCESSING**	
	21)RETURN FILE TO 33 FOR POSTING,MAILINGS DONE	
August 31, 2010	**Insp#: 1028329**	
	33) No change in property, photo's taken, assessed fee's will do bid sheet and forward to 21, for abatement. call back set for 09//07/10.	
September 02, 2010	**BID PREPERATION**	
	21)refer file to office staff liz for bids	
September 08, 2010	**BID RECEIVED**	
	ed) RECORDED & SCANNED BIDS RECEIVED: 1-Weaver=$935; 2-Amer Demo=$949	
September 09, 2010	**10 DAY NOTICE PROCESSING**	
	ed) Prep, scanned and sent 10-day Notice to Abate to: BANK NEW YORK MELLOW TRS @ 4828 LOOP CENTRAL DR, HOUSTON, TX 77081-2212	
September 09, 2010	**10 DAY BEFORE ABATEMENT NOTICE**	
September 10, 2010	**Insp#: 1034222**	
	33) No change to property, photo's taken, posted abatement notice on front window, completed affidavit, call back set for 09/20/10. Fees assessed.	
September 20, 2010	**Insp#: 1038066**	
	33)33) No change, notice still posted on front window, Assessed fees and photo's taken case forwarded to 21 for start of abatement.	
September 28, 2010	**EMAIL SENT OR RECEIVED**	
	ed) Sent e-mail to Devin to approve Award Letter	
October 07, 2010	**VIDEO REQUEST**	
	ed) Prepared pre-abatement video request - start date 10/8/10. Request to #21 w/email.	
October 07, 2010	**PRE-ABATEMENT VIDEO**	
	21)video in f drive. photos in CC Items file	
October 11, 2010	**Insp#: 1042197**	
	33) All violations with the exception of graffiti abated, e-mail to 21.	

October 12, 2010	**POST-ABATEMENT VIDEO**	
	21)post video in f drive, photos in cc items file	
October 21, 2010	**ADMINSTRATIVE**	
	ENTERED INTO ORACLE TO RECEIVE (RECEIPT #285023 - $935 TO WEAVER); SCANNING, AND CLOSING OF FILE.	
October 22, 2010	**Insp#: 1050149**	
	33) Close, abated.	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	07/13/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/09/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	08/09/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/17/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	08/17/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	08/31/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/31/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/10/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	09/10/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/20/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/20/2010	
NUISANCE ABATEMENT FEE	$935.00	U	10/21/2010	
ADMINISTRATIVE	$140.25	U	10/21/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$4,075.25**

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	A	9/7/10

Bid Amount: 935.00
Bid Award Date:
Contractor Start Date:
Description:
Remove dead vegetation, graffiti, trash/debris and high grass/weeds.

1	NUISANCE	AMER DEMO	NA	9/7/10

Bid Amount: 946.00
Bid Award Date:
Contractor Start Date:
Description:

APN 162-02-115-074

NOTICE AND CLAIM OF LIEN OF ASSESSMENT
TO: **BANK NEW YORK MELLON TRS**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-02-115-074**
Commonly known as: **1218 South 15th Street**
Legal Description: **HUNTRIDGE SUB TRACT 3**
PLAT BOOK 2 PAGE 54
LOT 19 BLOCK 9

On **October 12, 2010**, as provided in the Title 9, Chapter 9, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses costs and fees in the amount of **$4,147.25** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$21,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$25,697.25** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 4, 2011** ordered the above charges in the amount of **$25,697.25**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

_____
BEVERLY K. BRIDGES, MMC, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BEVERLY K. BRIDGES, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

_____
BEVERLY K. BRIDGES, MMC, City Clerk

Subscribed and sworn to before me this ____ day of _____, 2011

_____
NOTARY PUBLIC, in and for said County and State

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF BUILDING AND SAFETY
333 N RANCHO DRIVE, LAS VEGAS, NV 89106 Case #92314

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 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 320 North 16th Street in the amount of $2,174 (General Fund) and assess a maximum of $27,050 in daily civil penalties. PROPERTY OWNER: JOHN A PEEL JR - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,174
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 board all open doors and windows, remove non-permitted shed, remove all trash and debris, and remove all high weeds and grass. To date, there have been six (6) inspections conducted at this location. The estimated value of the property based on Zillow.com is $68,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,040 invoice for American Demolition in addition to other fees assessed for a total of $2,174 and consider assessing a maximum of $27,050 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: May 4, 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 320 North 16th Street in the amount of $2,174 (General Fund) and assess a maximum of $27,050 in daily civil penalties. PROPERTY OWNER: JOHN A PEEL JR – Ward 3 (Reese)

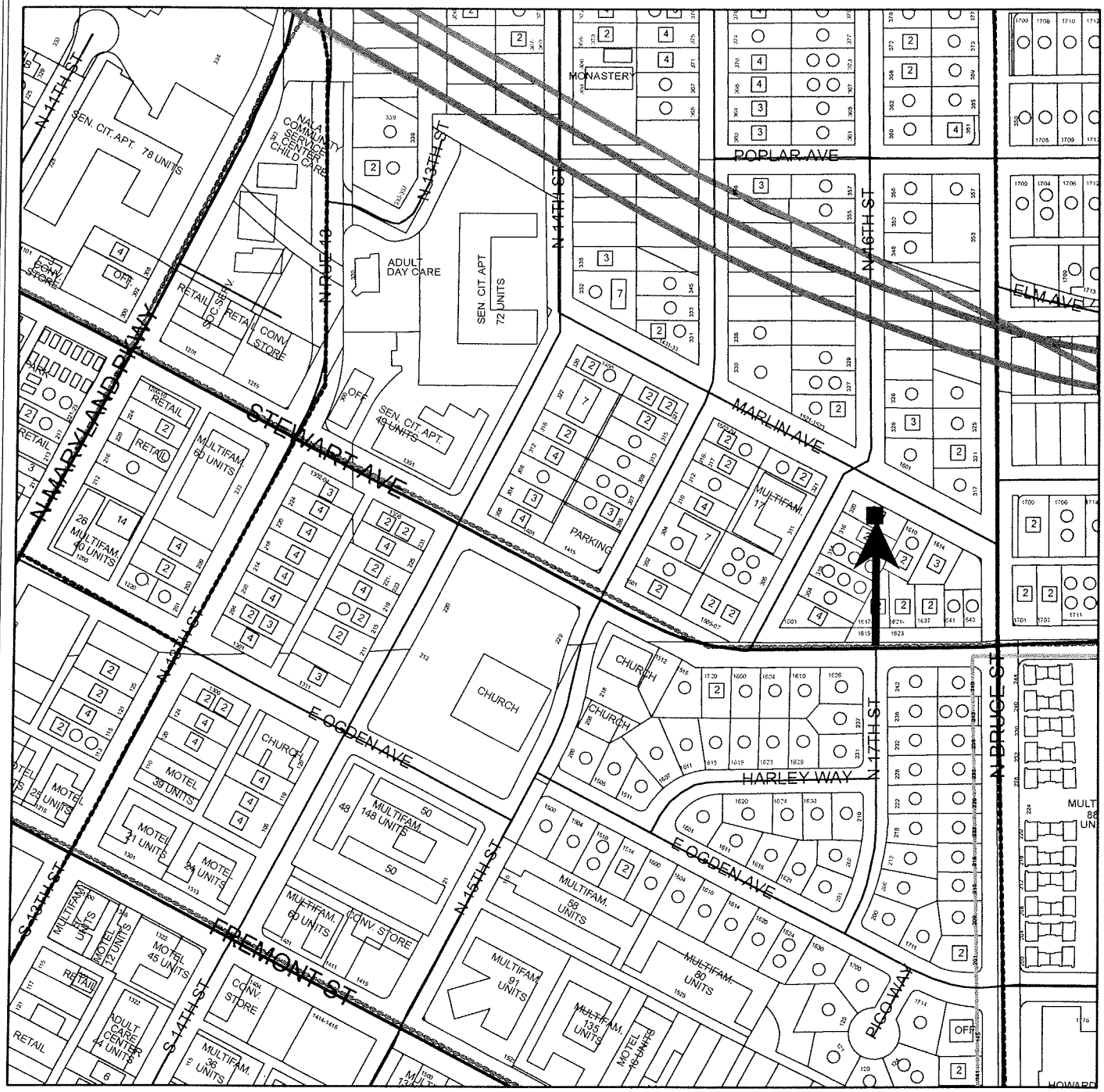
American Demolition completed work on December 2, 2010 at a cost of $1,040; $528 in reinspection fees (w/late fees); $450 in civil penalties; plus a 15% administrative fee for a total of $2,174.

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.

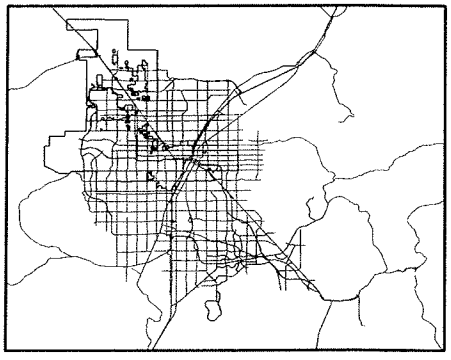
320 NORTH 16TH STREET
CROSS STREETS - MARYLAND//STEWART

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet



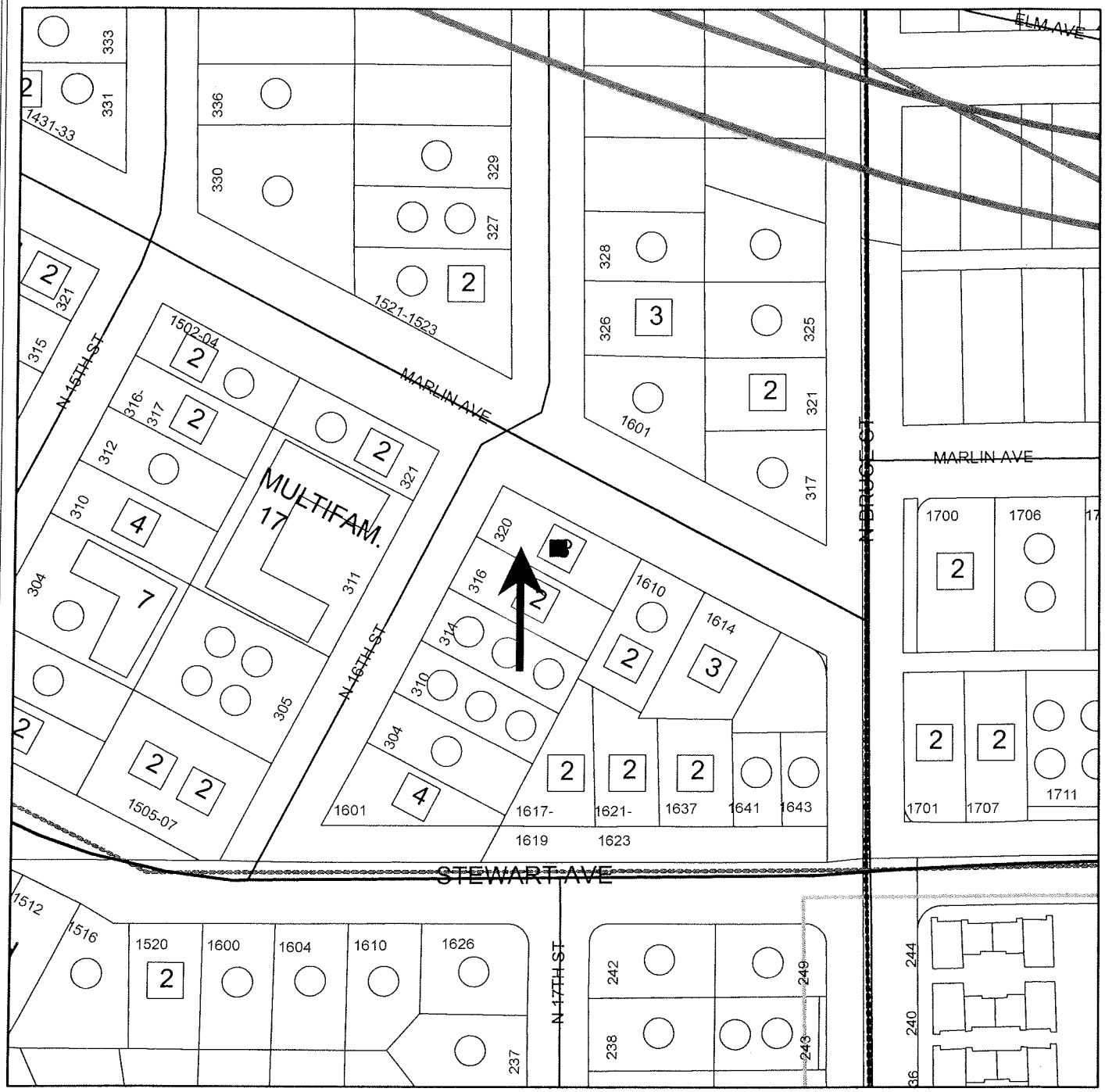
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only

Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

320 NORTH 16TH STREET
CROSS STREETS - MARYLAND//STEWART

City of Las Vegas Vicinity Map



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Due to continuous development activity this map is for reference only.
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PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 320 North 16th Street - Ward 3 (Reese)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, removing non-permitted shed, removing all trash and debris, and removing all high weeds and grass. The abatement was completed by American Demolition on December 2, 2010 at a cost of $1,040.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$400.00
Remove non-permitted shed.	$200.00
Remove all trash and debris.	$290.00
Remove all high weeds and grass.	$150.00
AMOUNT DUE:	$1,040.00
Administrative Processing Fee:	$156.00
Sub-Total:	$1,196.00
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
TOTAL AMOUNT DUE:	**$2,174.00**
Daily Civil Penalties – 55 days @ $500 a day (excluding civil penalty fees already assessed) October 9, 2010 to December 2, 2010	**$27,050.00**
MAXIMUM TOTAL:	**$29,224.00**
OWNER OF RECORD	JOHN A. PEEL JR
PROPERTY ABATED:	320 North 16th Street
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-212-094
LEGAL DESCRIPTION:	FOURTEENTH STREET CITY ADD
	PLAT BOOK 1 PAGE 82
	LOT 1 BLOCK 22

DSS:ld

American Demolition
4516 W Diablo Drive, E-108
Las Vegas, NV 89118

Disclosure of Principals

The principals and partners of *American Demolition* and all persons and entities holding more than 1% interest in *American Demolition* or any principal of *American Demolition* are the following:

	Full Name	Business Address	Business Phone
1.	Jack Praskovich	4516 W. Diablo #E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public, on this 22 day of December, 2008.

Notary Public - State of Nevada
County of Clark
ARTILUR WILLIAMS
My Appointment Expires
August 14, 2011
No: 07-4375-1

_____
Notary Public in and for Clark County,
State of Nevada

LAS VEGAS CITY COUNCIL

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NOTICE OF PUBLIC HEARING

MAY 4, 2011

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> Abatement of the violations on the property located at **320 NORTH 16TH STREET – Case #94823**. The Director of Building and Safety certifies that the sum of **$2,174.00** was expended and Civil Penalties in the sum of **$27,050.00** may be imposed for a total of **$29,224.00**. Owner of record at time of abatement: **JOHN A PEEL JR – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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400 STEWART AVENUE
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City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 94823

320 N 16TH ST - Map # 02426-54 Parcel 13935212094

Owner Information:

PEEL JOHN A JR
320 N 16TH ST
LAS VEGAS, NV 89101-4136

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: vacant building open & accessible

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: September 24, 2010

Ward: 5

Date Case Resolved: December 03, 2010

Source: MTRO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location

Comments

AB-005: UAC 301.1 PERMITS REQUIRED
9/27/10 OPEN shed in side yard
Obtain permits for all sheds on site- rear and side yard or remove from property.
Remove illegal structure or obtain all required building permits. Remove the shed in rear yard or obtain permit

AB-006: 16.08.010 UDB SEC 403
9/27/10 OPEN main building
Secure all structures to City of Las Vegas specifications. Must secure / board all doors and windows to all buildings so as to keep out trespassers.
Secure all structures to City of Las Vegas specifications. Must secure all doors and windows to building and must secure shed in side yard to keep people out.

AB-008I: HC-SEC 701.2 ELECTRICAL EQUIP
9/27/10 OPEN building
NO power on for building- NO ONE can stay, sleep, live in building- everyone must vacate until power is on.
Currently property does not have electrical service as required to occupy this residence. obtain permits and inspections tc re-establish service. no persons may occupy building until essential service is returned.

AN-003: 9.04.010 (4) REFUSE & WASTE
9/27/10 OPEN entire property
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all clothes, , furniture, TVs,etc. from all areas of property
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all clothes, dishes, furniture, TVs, households from all areas of property

Chronology of Events:

September 27, 2010 **RESEARCH**

32) printed off sewer- different address 20240 NE 12th Ct Miami, FL 33179-2605

September 27, 2010 **Insp#: 1044205**

32) 9-27-10 vacant property trash, clothes, dishes, TVs, furniture, households all around property. No meters on building. open shed and open doors on building. left notice on building and mailed to owner at assessors address320 N 16th LV, NV and sewer address 20240 NE 12th Ct Miami, FL 33179-2605 9-27 C/B 10-11

September 27, 2010	**CORRECTION NOTICE ISSUED**
September 29, 2010	**PROCEED WITH ABATEMENT**
	21)refer file to liz to cont abatement- refer to contractor
September 29, 2010	**NOTICE AND ORDER ISSUED**
September 29, 2010	**NOTICE AND ORDER ISSUED**
September 29, 2010	**Insp#: 1044765**
	32) 9-29-10 posted N&O on property C/B 10-11
September 30, 2010	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 9/29/10
October 05, 2010	**CORRESPONDENCE RECEIVED/SENT**
	32) letter (CN) sent to 320 N 16th LV, NV 89101-4136 returned by post office return to sender not deliverable as addressed unable to forward
October 11, 2010	**CORRESPONDENCE RECEIVED/SENT**
	32) letter (N&O) sent to owner John Peel 320 N 16th St LV, NV 89101-4136 returned by post office Return to sender - vacant- unable to forward
October 11, 2010	**BID REQUEST BY OFFICER**
	32) did bid sheet gave to tony
October 11, 2010	**CORRECTION NOTICE ISSUED**
October 11, 2010	**Insp#: 1047307**
	32) 10-11-10 nothing done. failed today and took pictures.left notice with fees on on house and mailed to owner 20240 NE 12th Ct Miami, FL 33179-2605 10-11 C/B 10-25 Will do bid sheet and give to Tony to move forward with contractor abatement.
October 13, 2010	**BID REQUEST BY OFFICER**
	21)refer file to office liz to obtain bids
October 19, 2010	**CORRESPONDENCE RECEIVED/SENT**
	32) letter (CN) sent to 20240 NE 12th Ct Miami, FL 33179-2605 returned by post office return to sender - attempted- not known- unable to forward
October 19, 2010	**CORRESPONDENCE RECEIVED/SENT**
	32) letter (N&O) sent to 20240 NE 12th Ct Miami, FL 33179-2605 returned by post office return to sender - attempted- not known- unable to forward
October 19, 2010	**BID REQUEST SENT**
	ed) Bid request and map sent to all contractors. Due 10/25/10.
October 26, 2010	**BID RECEIVED**
	Recorded & scanned bids recieved: 1-Amer Demo=$1040; 2-Lunas=$1250; 3-Blast=$1325; 4-Blans=$1416; 5-Weaver=$1700
October 26, 2010	**Insp#: 1050121**
	32) 10-26-10 nothing done- maybe more belongings and now looks like all 3 units are open took pictures. will let Tony know to move forward with contractor.
October 26, 2010	**10 DAY BEFORE ABATEMENT NOTICE**

November 04, 2010 **Insp#: 1055761**

32) 11-4-10 nothing done. Property still a mess with all units and shed open and accessible. Failed today and took pictures. Gave to Tony to move forward with contractor 11-4-10

November 15, 2010 **PROCEED WITH ABATEMENT**

21)refer file to office staff- JR to proceed with contractor abatement

November 16, 2010 **ADMINSTRATIVE**

Started PO request in Oracle. Waiting approval.

November 23, 2010 **BID AWARDED TO CONTRACTOR**

Received PO. Awarded Amer Demo bid. Sent award letter. Waiting for start/end dates.

November 29, 2010 **PRE-ABATEMENT VIDEO**

Pre video request. Paper work given to #21.

November 29, 2010 **PRE-ABATEMENT VIDEO**

21)pre video in f drive photos in cc items file- all violations exisit

December 02, 2010 **ADMINSTRATIVE**

Completion date received by American Demo.

December 02, 2010 **VIDEO REQUEST**

Post Video Request given to #21.

December 03, 2010 **POST-ABATEMENT VIDEO**

21)post video in f drive. photos in cc items file.

December 03, 2010 **Insp#: 1059917**

December 06, 2010 **CORRESPONDENCE RECEIVED/SENT**

32) letter N/O 1 sent regular and 1 certified to 320 N 16th St LV, NV 89101 retunred by post office- return to sender vacant unable to forward- both returned

December 06, 2010 **ADMINSTRATIVE**

Recorded & scanned invoice received. Receipt 287311. File given to #21.

January 26, 2011 **REFERRED**

21)refer file to LD to place on CC agenda

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	10/11/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	10/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/26/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/08/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	11/08/2010	
NUISANCE ABATEMENT FEE	$1,040.00	U	12/06/2010	
ADMINISTRATIVE	$156.00	U	12/06/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	

Total Amount Due: **$2,156.00**

Total Amount Paid: **$** **-**

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLANS DEBRIS	NA	10/25/10

Bid Amount: 1,416.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	WEAVER	NA	10/25/10

Bid Amount: 1,700.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	BLAST JANITORIAL	NA	10/25/10

Bid Amount: 1,325.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	LUNAS	NA	10/25/10

Bid Amount: 1,250.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	AMER DEMO	P	10/25/10

Bid Amount: 1,040.00
Bid Award Date: 11/23/10
Contractor Start Date:
Description:

Board all open doors/windows. Remove unpermitted shed, and all trash/debris/weed from all areas.

APN 139-35-212-094

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOHN A. PEEL JR**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-212-094**
Commonly known as: **320 North 16th Street**
Legal Description: **FOURTEENTH STREET CITY ADD**
PLAT BOOK 1 PAGE 82
LOT 1 BLOCK 22

On **December 2, 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 **$2,174.00** 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 **$27,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$29,224.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 4, 2011** ordered the above charges in the amount of **$29,224.00**, 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 #94823

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 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 304 Jackson Avenue in the amount of $3,532 (General Fund) and assess a maximum of $33,050 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O LINDEN PROPERTIES INC - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,532
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 remove all trash, debris, and discarded items on vacant lot, and remove all high grass and weeds. To date, there have been eight (8) inspections conducted at this location.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $400 invoice for Lunas Construction in addition to other fees assessed for a total of $3,532 and consider assessing a maximum of $33,050 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: May 4, 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 304 Jackson Avenue in the amount of $3,532 (General Fund) and assess a maximum of $33,050 in daily civil penalties. PROPERTY OWNER: TRUSTEE CLARK COUNTY TREASURER C/O LINDEN PROPERTIES – Ward 5 (Barlow)

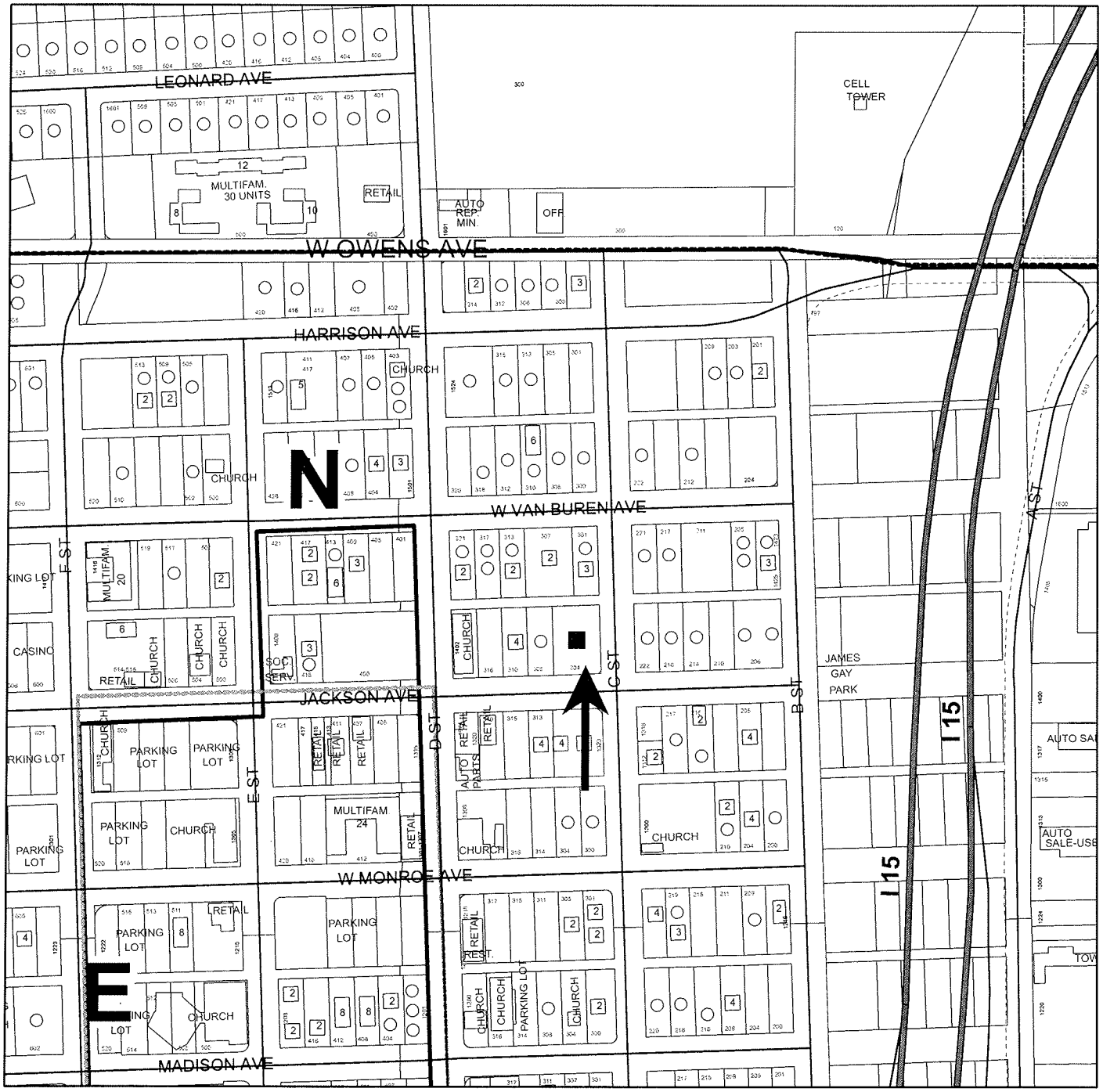
Lunas Construction completed work on December 8, 2010 at a cost of $400; $1,122 in reinspection fees (w/late fees); $1,950 in civil penalties; plus a 15% administrative fee for a total of $3,532.

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.

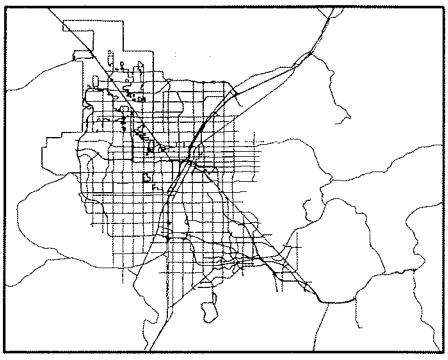
304 JACKSON AVENUE
CROSS STREETS - OWENS//I15

City of Las Vegas Vicinity Map



N

0 170 340 680 Feet

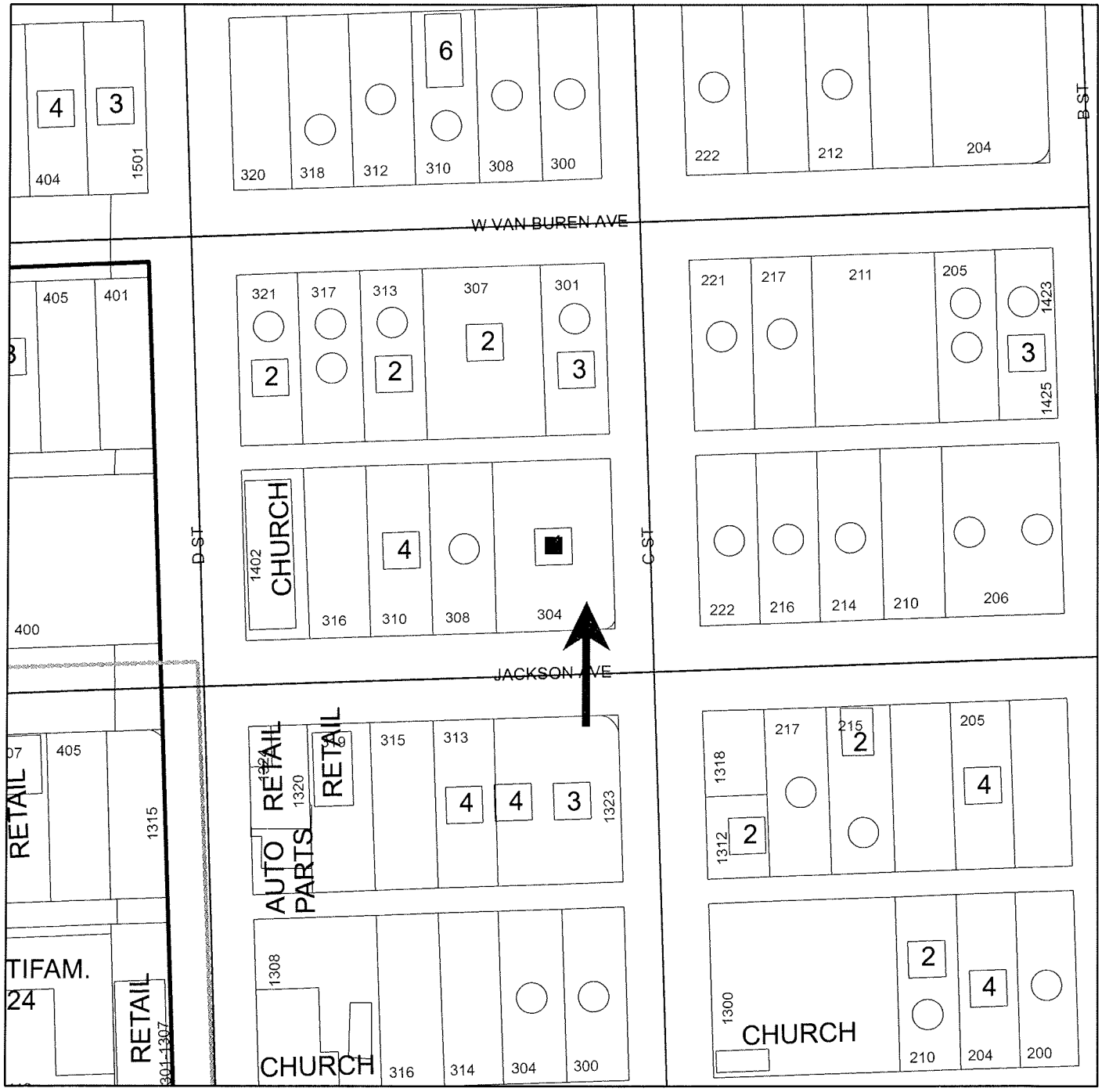


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

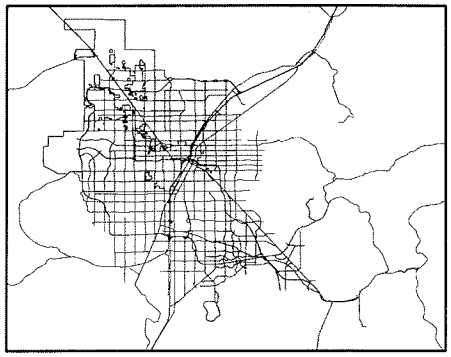
304 JACKSON AVENUE
CROSS STREETS - OWENS//I15

City of Las Vegas Vicinity Map



N

0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: April 14, 2011

Re: Report of Expenses for the abatement of nuisance located at 304 Jackson Avenue - 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 "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by removing all trash, debris, and discarded items on vacant lot, and removing all high grass and weeds. The abatement was completed by Lunas Construction on December 8, 2010 at a cost of $400.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Remove all trash, debris, and discarded items.	$225.00
Remove all high grass and weeds.	$175.00
AMOUNT DUE:	$400.00
Administrative Processing Fee:	$60.00
Sub-Total:	$460.00
Reinspection Fees (w/late fees):	$1,122.00
Civil Penalties:	$1,950.00
TOTAL AMOUNT DUE:	**$3,532.00**
Daily Civil Penalties – 70 days @ $500 a day (excluding civil penalty fees already assessed) September 30, 2010 to December 8, 2010	**$33,050.00**
MAXIMUM TOTAL:	**$36,582.00**
OWNER OF RECORD	TRUSTEE CLARK COUNTY TREASURER
	C/O LINDEN PROPERTIES INC
PROPERTY ABATED:	304 Jackson Avenue
	Las Vegas, NV 89106
ASSESSOR PARCEL:	139-27-111-041
LEGAL DESCRIPTION:	VALLEY VIEW ADD
	PLAT BOOK 1 PAGE 50
	LOT 1 BLOCK 10 & LOT 2

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

MAY 4, 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, MAY 4, 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 Building and Safety for:

> Abatement of the violations on the property located at **304 JACKSON AVENUE – Case #94024**. The Director of Building and Safety certifies that the sum of **$3,532.00** was expended and Civil Penalties in the sum of **$33,050.00** may be imposed for a total of **$36,582.00**. Owner of record at time of abatement: **TRUSTEE CLARK COUNTY TREASURER C/O LINDEN PROPERTIES INC – 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 way ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 94024

304 JACKSON AVE - Map # 02325-23 Parcel 13927111041

Owner Information:

TRUSTEE CLARK COUNTY TREASURER
1000 BRYANT RD
LONG BEACH, CA 90815-4417

Zoning Information: R-4(HIGH DENSITY RESIDENTIAL)

Case Comments: High weeds, litter on vacant lot.

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: August 29, 2010 Ward: 5

Date Case Resolved: December 08, 2010 Source: CEO

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AN-006: 9.04.010(7)(A) HIGH VEGETATION
8/29/10 OPEN Property
Please cut/remove all high weeds over 8 inches in height within public view and maintain at all times.

AN-017: 9.12.060 LITTER/OWNER MAINTAIN
8/29/10 OPEN Property
Please remove all litter from property and maintain at all times.

Chronology of Events:

August 29, 2010 **CORRECTION NOTICE ISSUED**

August 29, 2010 **Insp#: 1033602**

36) 8-29 Issued correctio notice for high weeds and litter. Mailed copy to owner of record and posted copy on property vacant lot. Call back 9-10.

September 12, 2010 **PHONE CALL**

36) 9-12 Called Luther Ventures Corp. located at 1000 Bryant Rd. Long Beach Ca, 90815. 562-498-3726. Got number from Manta website, Called and talked with gentleman who would not give me his name but did indicate that he was the lender on this property along time ago. He was upset that the City bulldozed down the building on it without notifying him and he told me to have the City clean the property.

September 12, 2010 **CORRECTION NOTICE ISSUED**

September 12, 2010 **Insp#: 1033603**

36) 9-12 Property still has high weeds and litter. Issued 2nd correction notice, posted on site and mailed to owner of record and will start preparing Notice and Order. Call back 9-19

September 19, 2010 **Insp#: 1038578**

9-19 No activity on site. High weeds and refuse and waste still at property. Given to 21 for Notice and Order review. call back 9-24 Took pictures.

September 20, 2010	**NOTICE AND ORDER PROCESSING**
	21)refer file to TF for mailings and posting
September 20, 2010	**NOTICE AND ORDER ISSUED**
September 20, 2010	**Insp#: 1041812**
	36) 9-20 Posted Notice and Order. Took pictures. Violations still present with high weeds and refuse and waste. Call back 10-1
October 02, 2010	**Insp#: 1042181**
	36) 10-2 Property still has high weeds and refuse and waste. Took pictures. Will forward to 21) for contractor abatement review.
October 13, 2010	**BID REQUEST BY OFFICER**
	21)refer file to office - liz to obtain contractor bids
October 19, 2010	**BID REQUEST SENT**
	ed) Bid request and map sent to all contractors. Due 10/25/10
October 19, 2010	**BID REQUEST SENT**
	ed) Bid request and map sent to all contractors. Due 10/25/10.
October 26, 2010	**BID RECEIVED**
	Recorded & scanned bids received: 1-Lunas=$400; 2-Blans=$450; 3-Amer Demo=$740; 4-Weaver=$1200
October 26, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
October 31, 2010	**Insp#: 1047194**
	36) 10-31 Posted 10 day before abatement. Took pictures. Failed inspection. Call back 11-12
November 02, 2010	**RECORDED DOCUMENT**
	Ld) Recorded N&O dated 9/20/10
November 14, 2010	**Insp#: 1057218**
	36) 11-14 Property still not in compliance. Took picture. Failed inspection. Will forward to 21) to continue abatement process.
November 15, 2010	**PROCEED WITH ABATEMENT**
	21)REFER FILE TO OFFICE STAFF-JR , PROCEED WITH CONTRACTOR ABATEMENT
November 16, 2010	**ADMINSTRATIVE**
	Stared PO request in Oracle. Waiting approval.
November 23, 2010	**BID AWARDED TO CONTRACTOR**
	Received PO. Awarded Lunas bid. Sent award letter. Waiting for start/end dates.
November 29, 2010	**VIDEO REQUEST**
	Pre Video request from #21.
December 03, 2010	**PRE-ABATEMENT VIDEO**
	21)no video for this property- use photos only
December 03, 2010	**POST-ABATEMENT VIDEO**
	21)photos in CC items file- no video for this property
December 08, 2010	**VIDEO REQUEST**
	After video request sent to #21.

December 08, 2010 **POST-ABATEMENT VIDEO**

21)POST VIDEO IN F DRIVE, PHOTOS IN CC ITEMS FILE. note- no pre video

December 08, 2010 **Insp#: 1061777**

December 15, 2010 **ADMINSTRATIVE**

Received invoice from Lunas. Receipt #288032. File given to #21.

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	09/12/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/19/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	09/19/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	09/20/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/20/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/02/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	10/02/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/31/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	10/31/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/14/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	11/14/2010	
ADMINISTRATIVE	$60.00	U	12/15/2010	
NUISANCE ABATEMENT FEE	$400.00	U	12/15/2010	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	01/25/2011	

Total Amount Due: **$3,460.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	10/19/10

Bid Amount: 1,200.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	NA	10/19/10

Bid Amount: 740.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLANS DEBRIS	NA	10/25/10

Bid Amount: 450.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	LUNAS	P	10/21/10

Bid Amount: 400.00
Bid Award Date: 11/23/10
Contractor Start Date:
Description:

Remove all trash/debris. Cut/remove all high grass & weeds.

APN 139-27-111-041

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **TRUSTEE CLARK COUNTY TREASURER**
C/O LINDEN PROPERTIES INC
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-27-111-041**
Commonly known as: **304 Jackson Avenue**
Legal Description: **VALLEY VIEW ADD**
PLAT BOOK 1 PAGE 50
LOT 1 BLOCK 10 & LOT 2

On **December 8, 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 **$3,532.00** 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 **$33,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$36,582.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **May 4, 2011** ordered the above charges in the amount of **$36,582.00**, 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 #94024

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

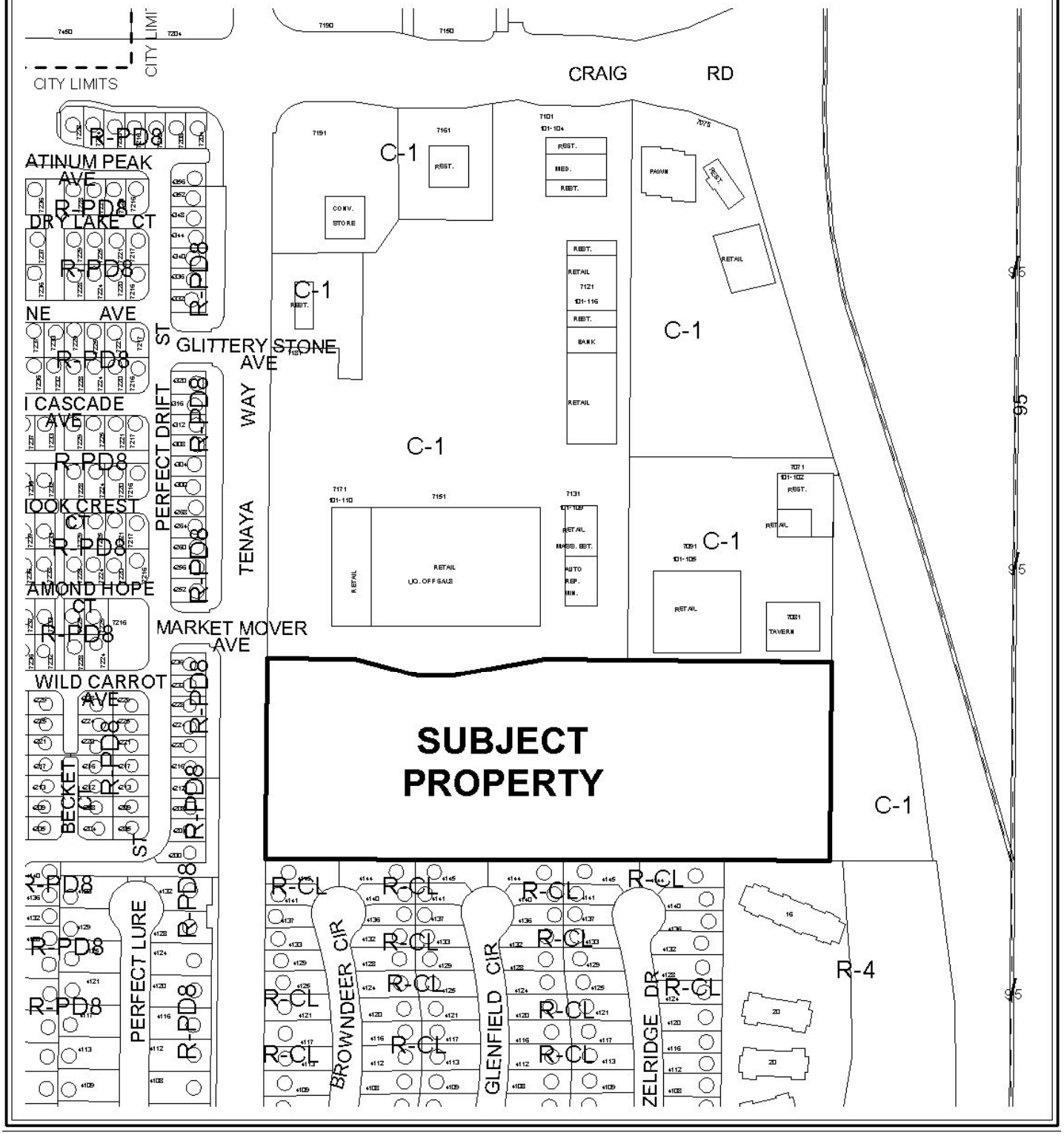
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-41124 - EXTENSION OF TIME - VARIANCE - APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC - Request for an Extension of Time of a previously approved Variance (VAR-18820) TO ALLOW A 72-FOOT HIGH BUILDING WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), R-4 (High Density Residential) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for VAR-18820
5. Justification Letter



0 100 200 Feet

CASE: EOT-41124

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

N



0 100 200 Feet

CASE: EOT-41124

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41124	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41124 CONDITIONS

Planning

1. This Variance (VAR-18820) shall expire on March 21, 2013 unless another Extension of Time request is approved by the City Council.

2. Conformance to the conditions of approval of the Variance (VAR-18820) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a mixed use development that includes a Variance (VAR-18820) to allow a 72-foot tall building where 35 feet is the maximum height allowed adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. Since the approval of the Variance (VAR-18820) on 03/21/07, no plans have been submitted for review nor have building permits been issued for the proposed project. The applicant is requesting an extension of time to secure financing for the development.

It is noted that there are two (2) related requests for Extension of Times (EOT-41125 and EOT-41127) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/21/07	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-18818) from O (Office) to H (High Density Residential) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-18819) from O (Office) to R-4 (High Density Residential).
	The City Council approved a related request for a Variance (VAR-18820) to allow a 72-foot tall building where 35 feet is the maximum height allowed.
	The City Council approved a related request for a Special Use Permit (SUP-18821) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-18822) for a proposed five-story mixed-use development consisting of 213 condominium units and 29,717 square feet of commercial space.
03/04/09	The City Council approved a request for an Extension of Time (EOT-33136) of a previously approved Rezoning (ZON-18819) from O (Office) to R-4 (High Density Residential) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-33158) of a previously approved Variance (VAR-18820) to allow a 72-foot tall building where 35 feet is the maximum height allowed.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/04/09	The City Council approved a related request for an Extension of Time (EOT-33160) of a previously approved Special Use Permit (SUP-18821) for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-33159) of a previously approved Site Development Plan Review (SDR-18822) for a proposed five-story mixed-use development consisting of 213 condominium units and 29,717 square feet of commercial space.

Most Recent Change of Ownership	
07/17/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued, nor have plans been submitted for review.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	7.49

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Mixed Use Development	H (High Density Residential)	R-4 (High Density Residential)
North	Commercial Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residences	ML (Medium-Low Density Residential)	R-CL (Single Family Compact lot)

East	Right-of-Way (Freeway 95)	ROW (Right-of-Way)	ROW (Right-of-Way)
	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	ML (Medium-Low Density Residential)	R-PD8 (Residential Planned Development- 8 Units per Acre)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Variance (VAR-18820) to allow a 72-foot tall building where 35 feet is the maximum height allowed adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. Since the approval of the Variance (VAR-18820), no plans have been submitted for review nor have building permits been issued for the proposed project.

Title 19.16.140 of the Unified Development Code deems a Variance exercised upon the issuance of a building permit for new construction.

FINDINGS

The Variance (VAR-18820) has not met the requirements of Title 19.16.140 of the Unified Development Code to exercise the entitlement as no building permits have yet to be used for the proposed development. The applicant is requesting an Extension of Time to secure financing for the project. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Variance (VAR-18820) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41124** APN: 138-03-701-021

Name of Property Owner: Craig Tenaya LLC

Name of Applicant: Desert Capital Group

Name of Representative: Doug Simms

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: Douglas F Simms

Subscribed and sworn before me

This 18th day of February, 20 11

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
TASHA LEONHARDT
My Appointment Expires
December 11, 2012
No: 09-8995-1

RECEIVED
MAR 0 7 2011

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: 2nd Extension of Time Variance 18820

Project Address (Location) 970 Feet South of Craig Road

Project Name Tenaya Way Central **Proposed Use** Condo Project

Assessor's Parcel #(s) 138-03-701-021 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing R-4 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 7.49 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Craig Tenaya LLC **Contact** Doug Simms

Address 3354 Saddleback Court **Phone:** 451-7777 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5720

E-mail Address _____

APPLICANT Desert Capital Group **Contact** Doug Simms

Address 3354 Saddleback Court **Phone:** 451-7777 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121

E-mail Address _____

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Chris Kaempfer

Address 8345 West Sunset Road **Phone:** 792-7000 **Fax:** 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address ckaempfer@kcnvlaw.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Douglas E Simms

Subscribed and sworn before me

This 18th day of February, 20 11.

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
TASHA LEONHARDT
My Appointment Expires
No: 09-8995-1 December 11, 2012

FOR DEPARTMENT USE ONLY

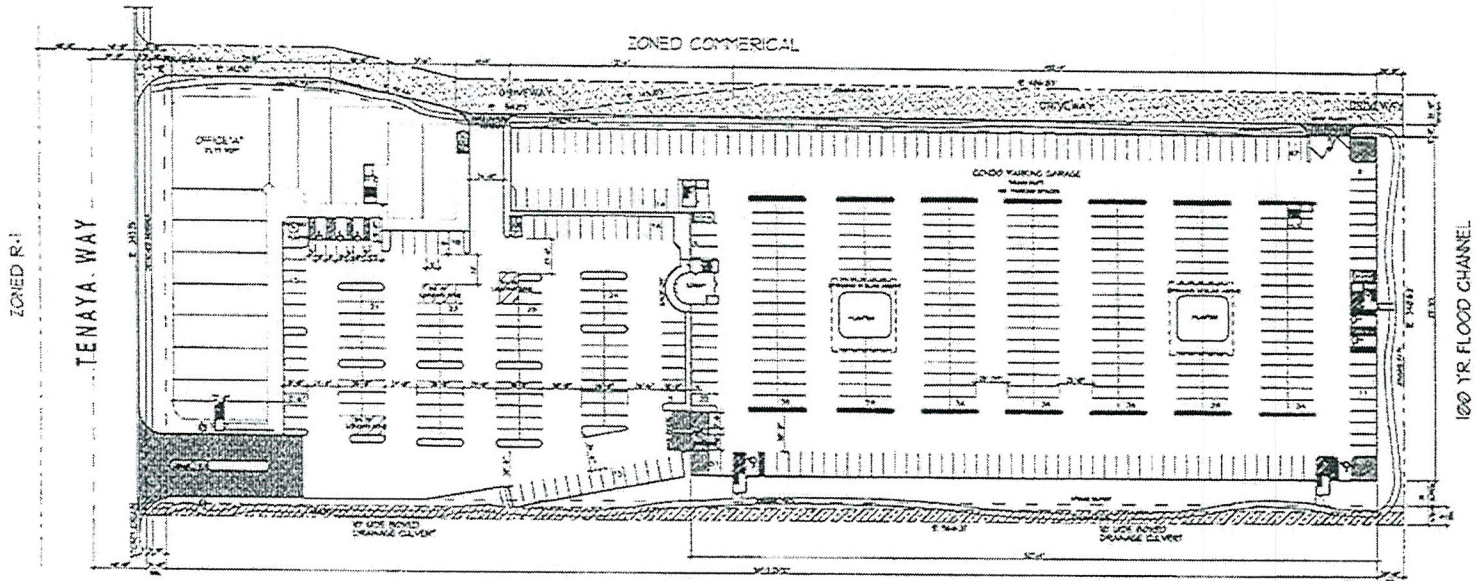
Case #	EOT-41124
Meeting Date:	5/4/11
Total Fee:	$300
Date Received:*	3/7/11
Received By:	BAS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

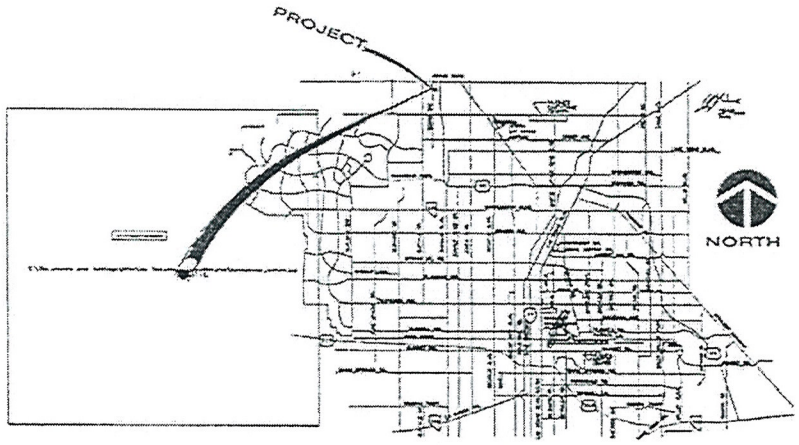
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Revised 10/27/08



LEVEL 'T' - ARCHITECTURAL SITE PLAN



VICINITY MAP

SITE DATA

APN: 138-03-701-021

SITE AREA	GROSS	33x,xxx SQFT.	7.45 ACRES
	NET	32x,xxx SQFT.	7.48 ACRES
BLDG FOOTPRINT		7xx,xxx SQFT.	1.9 ACRES 60 %
OPEN SPACE (LEVEL 1)		24x,xxx SQFT.	
ROOF TERR.		12x,xxx SQFT.	
TOTAL OPEN SPACE		36x,xxx SQFT.	2.8x ACRES 37.5 %

305 UNITS / 7.48 AC. = 41 UNITS PER ACRE

COMMERCIAL AREA

OFFICE		7x,xxx SQFT.
PARKING GARAGE		9x,xxx SQFT.
SUBTOTAL		16x,xxx SQFT.

CONDOMINIUM UNITS

	UNIT 'A1' 1 BEDROOM 8xx SQFT.	UNIT 'B1' 2 BEDROOM 12xx SQFT.	UNIT 'C1' 3 BEDROOM 15xx SQFT.
	OFFICE and PARKING GARAGE		
1st FLR.			
2nd FLR.	8 - 12x40 SF	42 - 14x44 SF	8 - 17x44 SF
3rd FLR.	8 - 12x40 SF	34 - 14x44 SF	8 - 17x44 SF
4th FLR.	5 - 6x40 SF	34 - 14x44 SF	5 - 13x53 SF
5th FLR.	5 - 6x40 SF	30 - 14x44 SF	5 - 13x53 SF
SUB TOTALS	34 - 7x40 SF	140 - 14x44 SF	43 - 14x53 SF

TOTAL UNITS	305 UNITS = 2xx,xxx SQ. FT.	
COMMON AREA	4 FLOORS = 3x,xxx SQFT.	
GRAND TOTAL CONDO'S	3xx,xxx SQFT.	
TOTAL OFFICE	7x,xxx SQFT.	
TOTAL GARAGES	1xx,xxx SQFT.	
GRAND TOTAL PROJECT	5xx,xxx SQFT.	

PARKING REQUIREMENTS

OFFICE REQ'D.	33 SPACES FOR 12000 = 34 SPACES
RESIDENTIAL REQ'D.	1 BEDROOM UNIT = 125 PER UNIT = 24 = 30 SPACES
	2 BEDROOM UNIT = 175 PER UNIT = 140 = 246 SPACES
	3 BEDROOM UNIT = 2 PER UNIT = 43 = 86 SPACES
VISITOR REQ'D.	1 SPACE PER 6 UNITS = 305 UNITS / 6 = 50.8 SPACES
	TOTAL REQ'D. 4xx SPACES

PROVIDED

PARKING GARAGE	4xx SPACES
SURFACE PARKING	8x SPACES

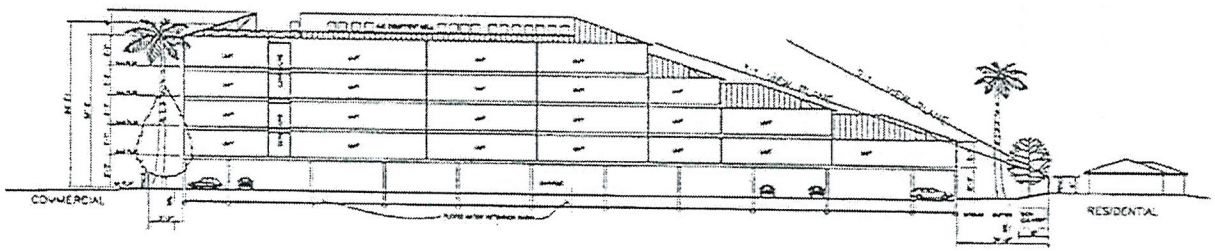
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EOT-41124

GREENE TINDALL

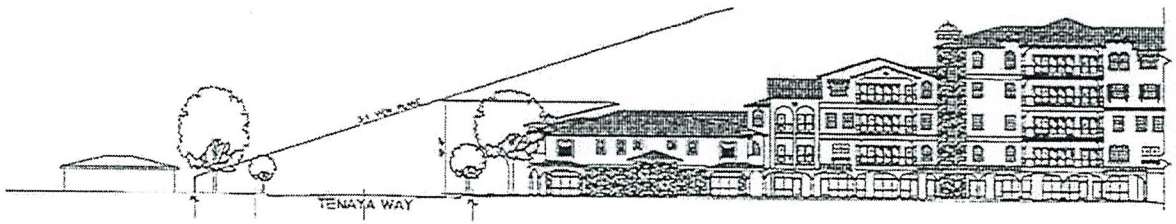
PROPOSED FIRST LEVEL ARCHITECTURAL SITE PLAN

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and CRAIG ROAD
CLARK COUNTY NEVADA
LAS VEGAS

07-1406
3-18-0008
1-2-0007
AS-1



SECTION THRU BUILDING (LOOKING NORTH)



VIEW PLANE ACROSS BUILDINGS
VIEW OVER TENAYA WAY

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EOT-41124

GREENE TINDALL

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP

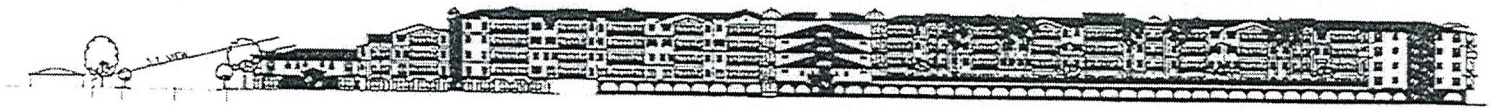
ARCHITECTURAL SECTION & VISION SLOPES

07-808
3-18-2008
10-2007

AS-7



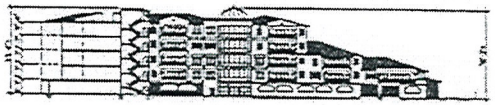
1 ENLARGED EAST (FRONT) EXTERIOR ELEVATION
VIEW FROM TENAYA WAY



2 SOUTH EXTERIOR ELEVATION



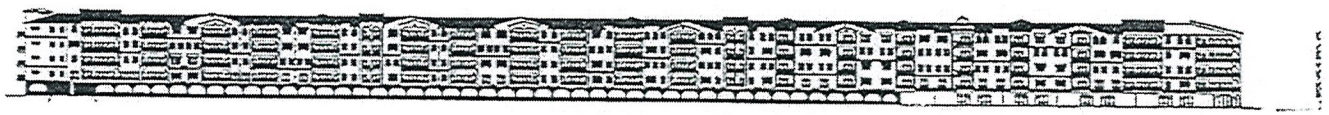
5 WEST EXTERIOR ELEVATION



4 SOUTH COURT (FRONT) EXTERIOR ELEVATION



3 NORTH COURT (FRONT) EXTERIOR ELEVATION



6 NORTH EXTERIOR ELEVATION

GREENE TINDALL

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and GILES ROAD
CLARK COUNTY
LAS VEGAS NEVADA

EXTERIOR ELEVATIONS

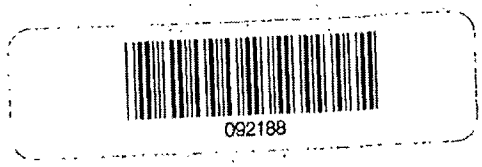
OT-606

3-15-2006

10-18-2006

AS-8

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MAR 07 2011
EOT-41124



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 3, 2007

Mr. Larry Weider
Mr. Douglas Simms
3354 Saddleback Court
Las Vegas, Nevada 89121

RE: VAR-18820 - VARIANCE
CITY COUNCIL MEETING OF F MARCH 21, 2007
RELATED TO GPA-18818, ZON-18819, SUP-18821, AND SDR-18822

Dear Messers Weider and Simms:

The City Council at a regular meeting held March 21, 2007 APPROVED the request for a Variance TO ALLOW A 72-FOOT HIGH BUILDING WHERE 35 FEET IS THE MAXIMUM HEIGHT ALLOWED on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on March 22, 2007. This approval is subject to:

Added Condition:

A. Approval is for a Variance allowing 59 feet where 35 feet is the maximum allowed.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-18819), Special Use Permit (SUP-18821) and Site Development Plan Review (SDR-18822) shall be required if approved.

2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Mr. Chris Dyka
3531 East Russell Road, Suite G
Las Vegas, Nevada 89120

EOT-41124

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

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Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

March 7, 2011

VIA HAND DELIVERY

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter – Desert Capital Group
Second Extension of Time for ZON 18819, VAR 18820, SUP 18821, & SDR 18822
APN: 138-03-701-021

To Whom It May Concern:

Please be advised this office represents Desert Capital Group (the "Applicant"), in the above referenced matter. The Applicant is requesting a second extension of time for property generally located on the east side of Tenaya, the west side of US 95 and approximately 900' south of Craig Road, more particularly known as assessor's parcel number 138-03-701-021 (the "Site").

On or about March 21, 2007, the City approved a zone change to R-4 for the Site, subject to a resolution of intent set to expire on or about March 21, 2009. The Applicant timely sought an extension of time which the City Council granted on or about March 5, 2009. The Applicant is requesting an additional two years to preserve the R-4 zoning as well as the related site development plan review, variance allowing a 72' high building, and a special use permit for a mixed use development in order to finalize financing. Additionally, there have been no substantial changes in the area since the zone change. As a result, this first extension of time is appropriate.

We thank you in advance for your time and consideration of this matter. If you have any additional questions or concerns, please feel free to contact us.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Anthony J. Celeste

AJC/

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MAR 07 2011
EOT-41124

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

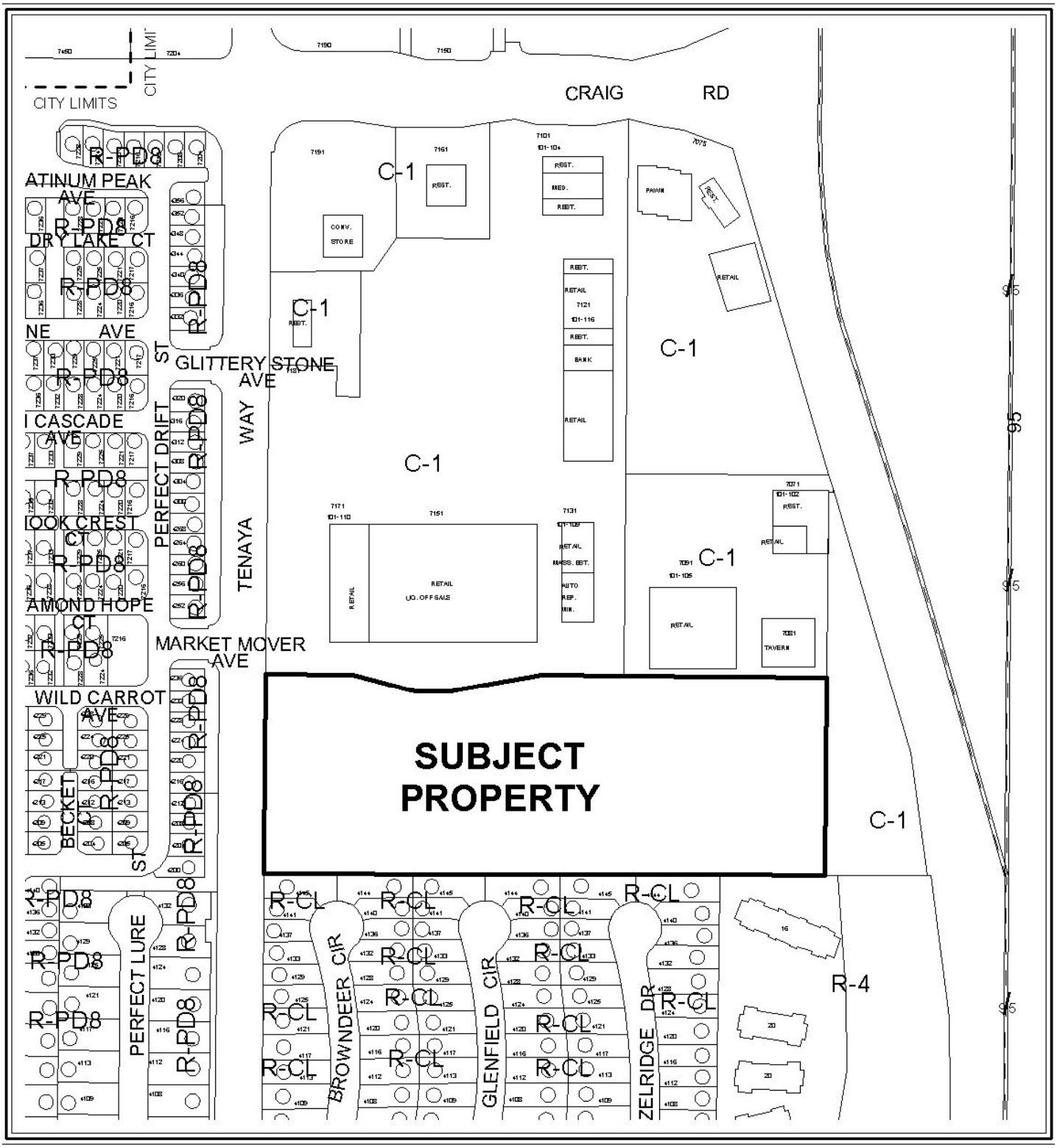
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-41125 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-18821) FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), R-4 (High Density Residential) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-18821
5. Justification Letter



0 100 200 Feet

CASE: EOT-41125

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

N



0 100 200 Feet

CASE: EOT-41125

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41125	Staff recommends APPROVAL, subject to conditions:	None

**** CONDITIONS ****

EOT-41125 CONDITIONS

Planning

1. This Special Use Permit (SUP-18821) shall expire on March 21, 2013 unless another Extension of Time request is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-18821) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with a previously approved Special Use Permit (SUP-18821) for a proposed mixed use development adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. Since the approval of the Special Use Permit (SUP-18821) on 03/21/07, no plans have been submitted for review nor have building permits been issued for the proposed project. The applicant is requesting an extension of time to secure financing for the development.

It is noted that there are two (2) related requests for Extension of Times (EOT-41124 and EOT-41127) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/21/07	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-18818) from O (Office) to H (High Density Residential) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. The Planning Commission recommended approval; staff recommended denial.
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Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/04/09	The City Council approved a related request for an Extension of Time (EOT-33160) of a previously approved Special Use Permit (SUP-18821) for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-33159) of a previously approved Site Development Plan Review (SDR-18822) for a proposed five-story mixed-use development consisting of 213 condominium units and 29,717 square feet of commercial space.

Most Recent Change of Ownership	
07/17/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued, nor have plans been submitted for review.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	7.49

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped Land-Proposed Mixed Use Development	H (High Density Residential)	R-4 (High Density Residential)
North	Commercial Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residences	ML (Medium-Low Density Residential)	R-CL (Single Family Compact lot)

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
East	Right-of-Way (Freeway 95)	ROW (Right-of-Way)	ROW (Right-of-Way)
	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	ML (Medium-Low Density Residential)	R-PD8 (Residential Planned Development - 8 Units Per Acre)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Special Use Permit (SUP-18821) for a proposed mixed use development. Since the approval of the Special Use Permit (SUP-18821), no plans have been submitted for review nor have building permits been issued for the proposed project.

Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised upon the issuance of a building permit for new construction.

FINDINGS

The Special Use Permit (SUP-18821) has not met the requirements of Title 19.16.110 of the Unified Development Code to exercise the entitlement as no building permits have yet to be used for the proposed development. The applicant is requesting an Extension of Time to secure financing for the project. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-18821) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41125** APN: 138-03-701-021

Name of Property Owner: Craig Tenaya LLC

Name of Applicant: Desert Capital Group

Name of Representative: Doug Simms

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: Douglas E Simms

Subscribed and sworn before me

This 18th day of February, 2011

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
TASHA LEONHARDT
My Appointment Expires
December 11, 2012
No: 09-8995-1

RECEIVED
MAR 07 2011

Revised 11-14-06

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: 2nd Extension of Time Site Use Permit 18821

Project Address (Location) 970 Feet South of Craig Road

Project Name Tenaya Way Central **Proposed Use** Condo Project

Assessor's Parcel #(s) 138-03-701-021 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing R-4 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 7.49 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Craig Tenaya LLC **Contact** Doug Simms

Address 3354 Saddleback Court **Phone:** 451-7777 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5720

E-mail Address _____

APPLICANT Desert Capital Group **Contact** Doug Simms

Address 3354 Saddleback Court **Phone:** 451-7777 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121

E-mail Address _____

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Chris Kaempfer

Address 8345 West Sunset Road **Phone:** 792-7000 **Fax:** 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address ckaempfer@kcnvlaw.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Douglas E Simms

Subscribed and sworn before me

This 18th day of February, 20 11.

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
TASHA LEONHARDT
My Appointment Expires
No: 09-8995-1 December 11, 2012

FOR DEPARTMENT USE ONLY

Case #	EoT-41125
Meeting Date:	5/4/11
Total Fee:	$300.-
Date Received:*	3/7/11
Received By:	Bm S.

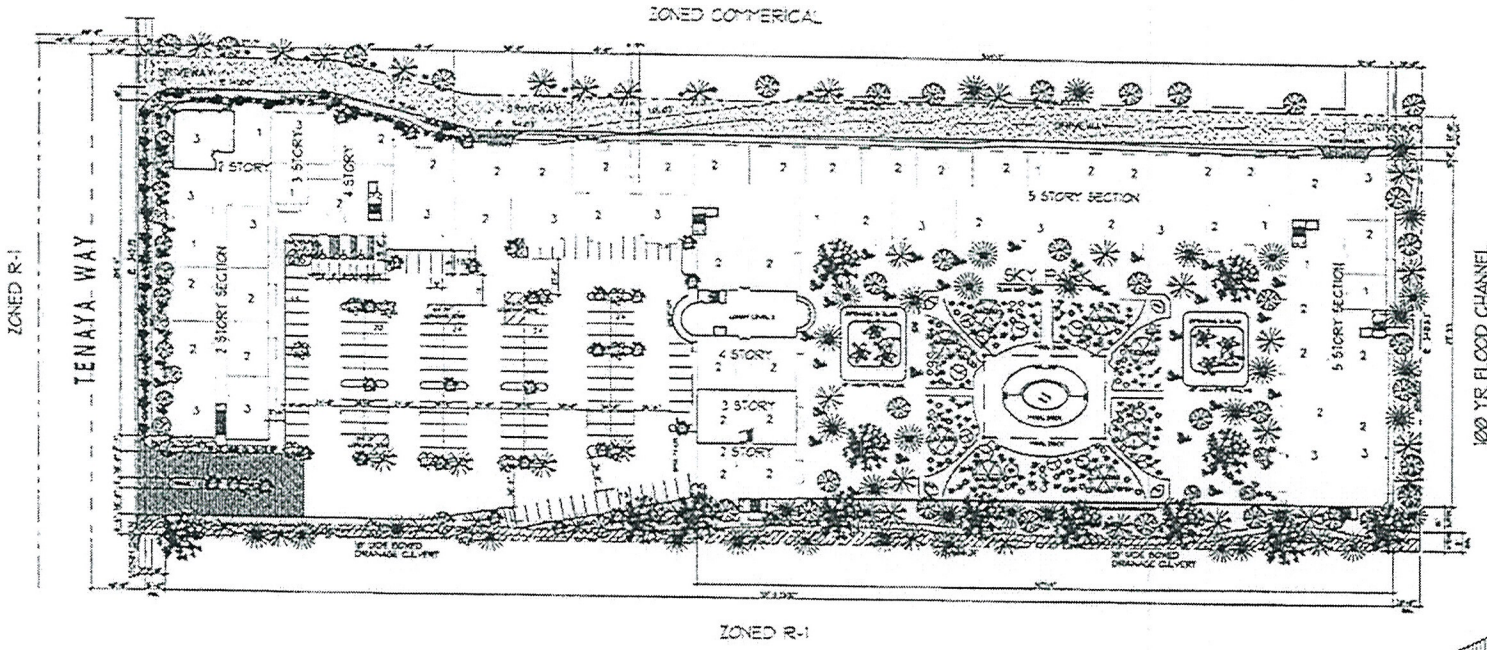
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PLANNING & DEVELOPMENT

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

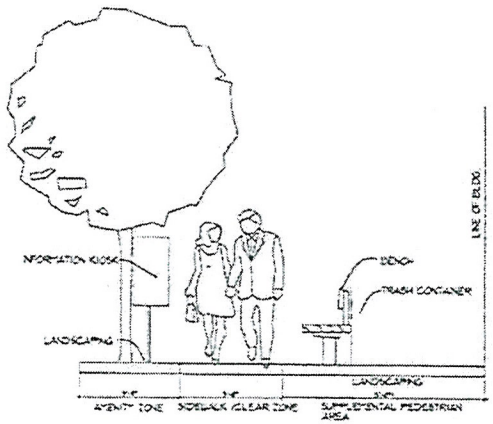
f:\depot\Application Packet\Application Form.pdf

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and CHALO ROAD
CLARK COUNTY
LAS VEGAS NEVADA
AS-1
PROPOSED
FIRST LEVEL
ARCHITECTURAL
SITE PLAN
GREENE TINDALL
100 YR FLOOD CHANNEL
NORTH
SITE DATA
APN: 138-03-701-021
COMMERCIAL AREA
CONDOMINIUM UNITS
PARKING REQUIREMENTS
LEVEL '1' - ARCHITECTURAL SITE PLAN
ZONED C-V
ZONED R-1
ZONED R-1
TENAYA WAY
PROJECT
NORTH
VICINITY MAP
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EOT-41125



LEVEL "2" - ARCHITECTURAL LANDSCAPE PLAN

NORTH



PEDESTRAIN REALM

TREE and PLANT LEGEND

SYMBOL	Common Name	Botanical Name	QUANTITY	SIZE

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EOT-41125

GREENE TINDALL

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and CHUCK ROAD
CLARK COUNTY
LAS VEGAS, NEVADA

PROPOSED LANDSCAPE SITE PLAN

07-2009
3-18-2008
3-16-2004

SECTION THRU BUILDING (1:500 W/ VERT.)

VIEW PLANE ACROSS BUILDINGS
VIEW OVER TENAYA WAY

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and OSLO ROAD
CLARK COUNTY
LAS VEGAS NEVADA

ARCHITECTURAL
SECTION A
VISION SLOPES

AS-7

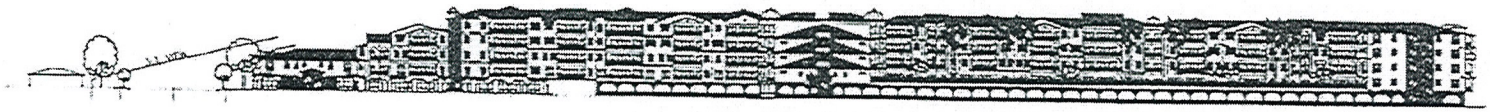
GREENE TINDALL

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EOT-41125



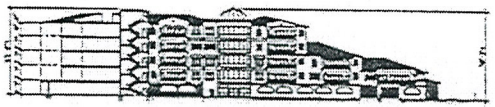
1 ENLARGED EAST (FRONT) EXTERIOR ELEVATION
VIEW FROM TENAYA WAY



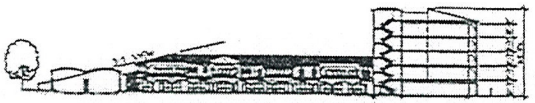
2 SOUTH EXTERIOR ELEVATION



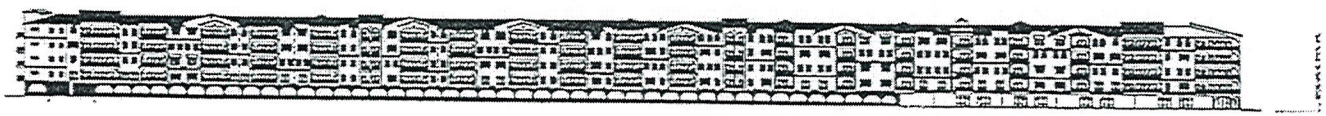
5 WEST EXTERIOR ELEVATION



4 SOUTH COURT (FRONT) EXTERIOR ELEVATION



3 NORTH COURT (FRONT) EXTERIOR ELEVATION



6 NORTH EXTERIOR ELEVATION

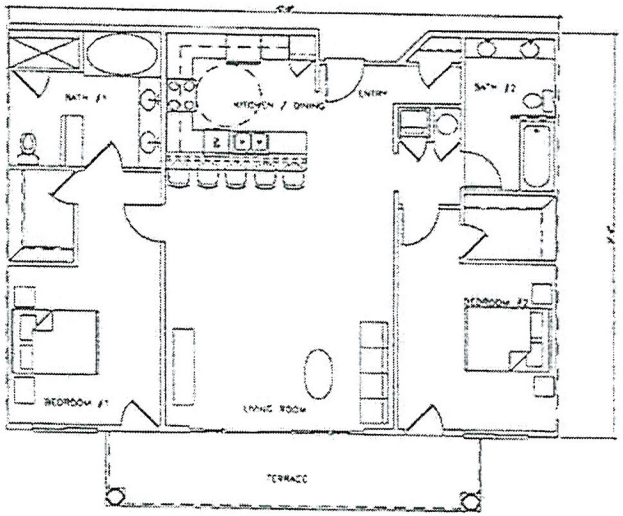
GREENE TINDALL

EXTERIOR ELEVATIONS

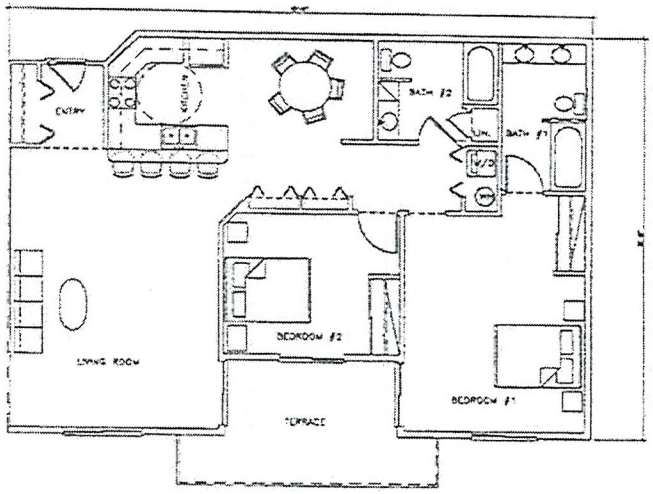
TENAYA WAY CENTRE
for DESERT CAPITAL GROUP

AS-8

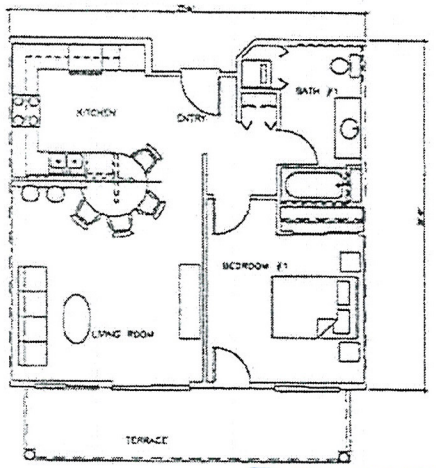
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EOT-41125



UNIT "B" TWO BEDROOM FLOOR PLAN



UNIT "C" TWO BEDROOM FAMILY FLOOR PLAN



UNIT "A" ONE BEDROOM

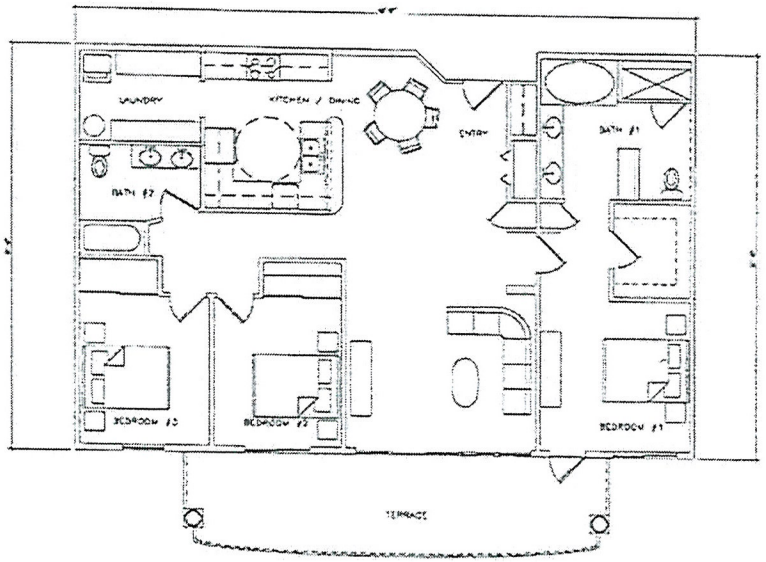
GREENE TINDALL

UNITS A, B and C
TWO (2) BEDROOM
FLOOR PLANS

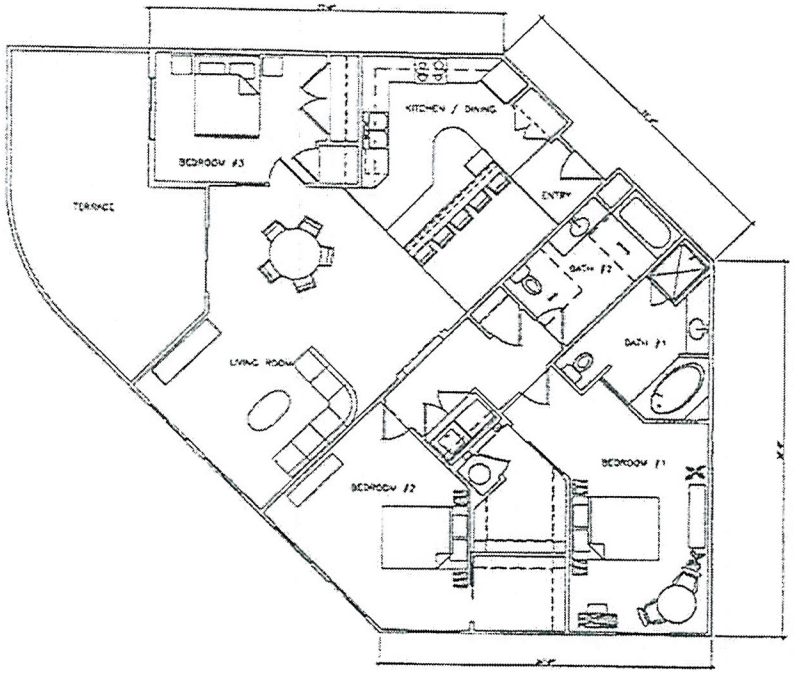
TENAYA WAY CENTRE
for DESERT CAPITAL GROUP

07-406
2-16-2006
3-30-2007
AS-9

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EOT-41125



UNIT "D" 3 BEDROOM UNIT FLOOR PLAN



UNIT "E" 3 BEDROOM FLOOR PLAN

GREENE TINDALL

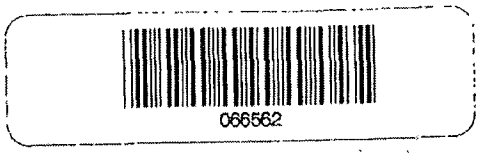
UNITS D and E
THREE (3) BEDROOM
FLOOR PLANS

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP

AS-10

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MAR 07 2011

EOT-41125



.AS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
WARD 5 (VACANT)

DOUGLAS A. SELBY
CITY MANAGER

March 22, 2007

Mr. Larry Weider
Mr. Douglas Simms
3354 Saddleback Court
Las Vegas, Nevada 89121

RE: SUP-18821 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MARCH 21, 2007
RELATED TO GPA-18818, ZON-18819, VAR-18820, AND SDR-18822

Dear Messers Weider and Simms:

The City Council at a regular meeting held March 21, 2007 APPROVED the request for a Special Use Permit FOR A PROPOSED MIXED-USE DEVELOPMENT adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on March 22, 2007. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-18819) and Site Development Plan Review (SDR-18822) shall be required if approved.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Mr. Chris Dyka
3531 East Russell Road, Suite G
Las Vegas, Nevada 89120

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

EOT-41125

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

March 7, 2011

VIA HAND DELIVERY

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter – Desert Capital Group
Second Extension of Time for ZON 18819, VAR 18820, SUP 18821, & SDR 18822
APN: 138-03-701-021

To Whom It May Concern:

Please be advised this office represents Desert Capital Group (the "Applicant"), in the above referenced matter. The Applicant is requesting a second extension of time for property generally located on the east side of Tenaya, the west side of US 95 and approximately 900' south of Craig Road, more particularly known as assessor's parcel number 138-03-701-021 (the "Site").

On or about March 21, 2007, the City approved a zone change to R-4 for the Site, subject to a resolution of intent set to expire on or about March 21, 2009. The Applicant timely sought an extension of time which the City Council granted on or about March 5, 2009. The Applicant is requesting an additional two years to preserve the R-4 zoning as well as the related site development plan review, variance allowing a 72' high building, and a special use permit for a mixed use development in order to finalize financing. Additionally, there have been no substantial changes in the area since the zone change. As a result, this first extension of time is appropriate.

We thank you in advance for your time and consideration of this matter. If you have any additional questions or concerns, please feel free to contact us.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Anthony J. Celeste

AJC/

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MAR 07 2011
EOT-41125

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

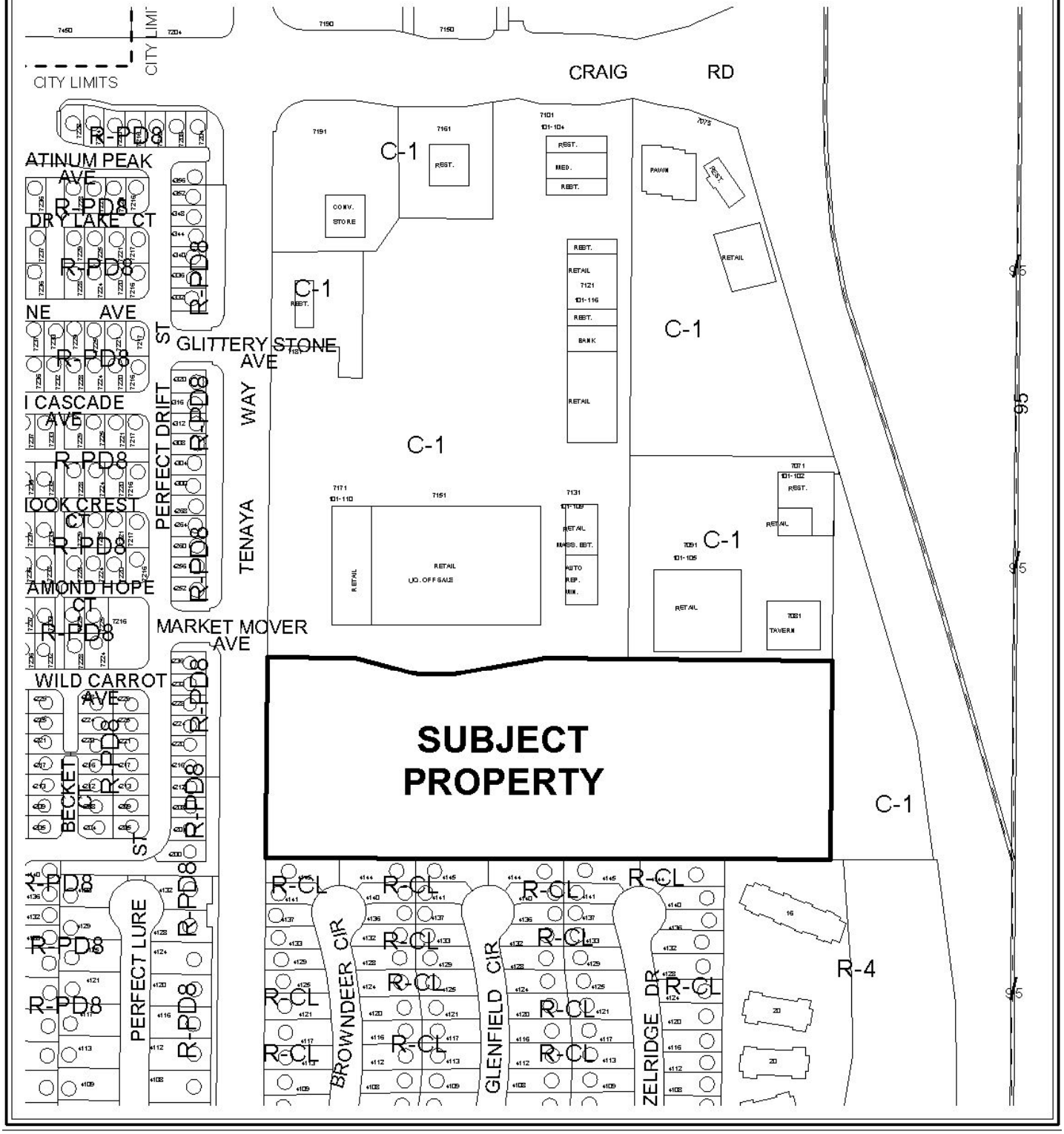
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-41127 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC - Request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18822) FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 213 CONDOMINIUM UNITS AND 29,717 SQUARE FEET OF COMMERCIAL SPACE on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), R-4 (High Density Residential) Zone, Ward 4 (Anthony). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SDR-18822
5. Justification Letter



0 100 200 Feet

CASE: EOT-41127

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

N



0 100 200 Feet

CASE: EOT-41127

ZONING OF SUBJECT PROPERTY: R-4 (HIGH DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DESERT CAPITAL GROUP - OWNER: CRAIG TENAYA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41127	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41127 CONDITIONS

Planning

1. This Site Development Plan Review (SDR-18822) shall expire on March 21, 2013 unless another Extension of Time request is approved by the City Council.

2. Conformance to the conditions of approval of the Site Development Plan Review (SDR-18822) and all other site related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently undeveloped land with previous approval for a Site Development Plan Review (SDR-18822) for a five-story mixed use development consisting of 213 condominium units and 29,717 square feet of commercial space adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. Since the approval of the Site Development Plan Review (SDR-18822) on 03/21/07, no plans have been submitted for review nor have building permits been issued for the proposed project. The applicant is requesting an extension of time to secure financing for the development.

It is noted that there are two (2) related requests for Extension of Times (EOT-41124 and EOT-41125) that will be heard concurrently with this application.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/21/07	The City Council approved a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan (GPA-18818) from O (Office) to H (High Density Residential) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. The Planning Commission recommended approval; staff recommended denial.
	The City Council approved a related request for Rezoning (ZON-18819) from O (Office) to R-4 (High Density Residential).
	The City Council approved a related request for a Variance (VAR-18820) to allow a 72-foot tall building where 35 feet is the maximum height allowed.
	The City Council approved a related request for a Special Use Permit (SUP-18821) for a proposed mixed-use development.
	The City Council approved a related request for a Site Development Plan Review (SDR-18822) for a proposed five-story mixed-use development consisting of 213 condominium units and 29,717 square feet of commercial space.
03/04/09	The City Council approved a request for an Extension of Time (EOT-33136) of a previously approved Rezoning (ZON-18819) from O (Office) to R-4 (High Density Residential) on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road. Staff recommended approval.
	The City Council approved a related request for an Extension of Time (EOT-33158) of a previously approved Variance (VAR-18820) to allow a 72-foot tall building where 35 feet is the maximum height allowed.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/04/09	The City Council approved a related request for an Extension of Time (EOT-33160) of a previously approved Special Use Permit (SUP-18821) for a proposed mixed-use development.
	The City Council approved a related request for an Extension of Time (EOT-33159) of a previously approved Site Development Plan Review (SDR-18822) for a proposed five-story mixed-use development consisting of 213 condominium units and 29,717 square feet of commercial space.

Most Recent Change of Ownership	
07/17/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There have not been any building permits or business licenses issued, nor have plans been submitted for review.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	7.49

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped Land-Proposed Mixed Use Development	H (High Density Residential)	R-4 (High Density Residential)
North	Commercial Establishments	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family Residences	ML (Medium-Low Density Residential)	R-CL (Single Family Compact lot)

East	Right-of-Way (Freeway 95)	ROW (Right-of-Way)	ROW (Right-of-Way)
	Undeveloped Land	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	ML (Medium-Low Density Residential)	R-PD8 (Residential Planned Development- 8 Units per Acre)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second request for an Extension of Time of a previously approved Site Development Plan Review (SDR-18822) for a proposed five-story mixed-use development consisting of 213 condominium units and 29,717 square feet of commercial space. Since the approval of the Site Development Plan Review (SDR-18822), no plans have been submitted for review nor have building permits been issued for the proposed project.

Title 19.16.100 of the Unified Development Code deems a Site Development Plan Review exercised upon the issuance of a building permit for the principal structure on site.

FINDINGS

The Site Development Plan Review (SDR-18822) has not met the requirements of Title 19.16.100 of the Unified Development Code to exercise the entitlement as no building permits have yet to be issued for the proposed development. The applicant is requesting an Extension of Time to secure financing for the project. Staff is recommending approval of this request with a two-year time limit. Conformance to the conditions of approval of the Site Development Plan Review (SDR-18822) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41127** APN: 138-03-701-021

Name of Property Owner: Craig Tenaya LLC

Name of Applicant: Desert Capital Group

Name of Representative: Doug Simms

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: Douglas E Simms

Subscribed and sworn before me

This 18th day of February, 2011

_____

Notary Public in and for said County and State

RECEIVED
MAR 07 2011

Notary Public - State of Nevada
County of Clark
TASHA LEONHARDT
My Appointment Expires
December 11, 2012
No: 09-8995-1

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: 2nd Extension of Time Site Design Review 18822

Project Address (Location) 970 Feet South of Craig Road

Project Name Tenaya Way Central **Proposed Use** Condo Project

Assessor's Parcel #(s) 138-03-701-021 **Ward #** 4

General Plan: existing _____ proposed _____ **Zoning:** existing R-4 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 7.49 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Craig Tenaya LLC **Contact** Doug Simms

Address 3354 Saddleback Court **Phone:** 451-7777 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121-5720

E-mail Address _____

APPLICANT Desert Capital Group **Contact** Doug Simms

Address 3354 Saddleback Court **Phone:** 451-7777 **Fax:** _____

City Las Vegas **State** NV **Zip** 89121

E-mail Address _____

REPRESENTATIVE Kaempfer Crowell Renshaw Gronauer & Fiorentino **Contact** Chris Kaempfer

Address 8345 West Sunset Road **Phone:** 792-7000 **Fax:** 796-7181

City Las Vegas **State** NV **Zip** 89113

E-mail Address ckaempfer@kcnvlaw.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Douglas E Simms

Subscribed and sworn before me

This 18th day of February, 20 11.

_____

Notary Public in and for said County and State

Notary Public - State of Nevada
County of Clark
TASHA LEONHARDT
My Appointment Expires
December 11, 2012
No: 09-8995-1

FOR DEPARTMENT USE ONLY

Case #	EOT-41127
Meeting Date:	5/4/11
Total Fee:	$300
Date Received:*	3/7/11
Received By:	BS

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*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

EOT-41127

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TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
CLARK COUNTY
LAS VEGAS NEVADA

PROPOSED
FIRST LEVEL
ARCHITECTURAL
SITE PLAN

AS-1

GREENE TINDALL

SITE DATA

APN: 138-03-701-021

SITE AREA	GROSS	7.45 ACRES
	NET	7.26 ACRES
BLDG FOOTPRINT		1.48 ACRES
OPEN SPACE (LEVEL 1)		
OPEN SPACE (LEVEL 2)		
TOTAL OPEN SPACE		
304 UNITS / 7.45 AC. = 41 UNITS PER ACRE		

COMMERCIAL AREA

PARKING GARAGE	
LOBBY	
RETAIL	

CONDOMINIUM UNITS

	UNIT SQ. FT.	# OF UNITS	TOTAL SQUARE FOOT
1 BEDROOM			
1 BEDROOM + DEN			
2 BEDROOM			
2 BEDROOM + DEN			
3 BEDROOM			
TOTAL UNITS			

4TH FLR.			
3RD FLR.			
2ND FLR.			
1ST FLR.			
SUB TOTALS			
TOTAL UNITS			
COMMON AREA			
TOTAL OFFICE & RETAIL GOODS			
TOTAL GARAGES			
GRAND TOTAL PROJECT			

PARKING REQUIREMENTS

OFFICE REQ'D	33 SPACES FOR 1,000 = 34 SPACES
RESIDENTIAL REQ'D.	1 BEDROOM UNIT = 1.5 PER UNIT = 1.5 = 456 SPACES
	1 BEDROOM UNIT + DEN = 1.5 PER UNIT = 1.5 = 2453 SPACES
	2 BEDROOM UNIT = 2 PER UNIT = 2 = 88 SPACES
	3 BEDROOM UNIT = 2 PER UNIT = 2 = 8 SPACES
VISITOR REQ'D.	1 SPACE PER 4 UNITS = 304 UNITS / 4 = 342 SPACES
TOTAL REQ'D	342 SPACES
PROVIDED	342 SPACES

VICINITY MAP

LEVEL "1" - ARCHITECTURAL SITE PLAN

EOT-41127

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TENAYA WAY CENTRE	L-1
for DESERT CAPITAL GROUP	2-16-2006
TENAYA WAY and CHALO ROAD	2-16-2006
CLARK COUNTY	07-2006
LAS VEGAS, NEVADA	
PROPOSED LANDSCAPE SITE PLAN	

GREENE TINDALL

LEVEL "2" - ARCHITECTURAL LANDSCAPE PLAN

NORTH

TREE and PLANT LEGEND

SYMBOL	Common Name	Botanical Name	QUANTITY	SIZE
	DESERT WILLOW	CHILOPSIS LINEARIS	8 EACH	24" BOX
	DESERT MUSEUM	SOPHORA SECUNDIFLORA	11 EACH	24" BOX
	ACACIA	ACACIA STENOPHYLLA	24 EACH	24" BOX
	MESQUITE	PROSOPIS GLANDULOSA	17 EACH	24" BOX
	MESQUITE	PROSOPIS VELUTINA	9 EACH	24" BOX
	MESQUITE	PROSOPIS GLANDULOSA	9 EACH	24" BOX
	MESQUITE	PROSOPIS GLANDULOSA	9 EACH	24" BOX
	BANANA YUCCA	YUCCA BACCATA	9 EACH	5 GAL
	BANANA YUCCA	YUCCA BACCATA	9 EACH	5 GAL
	AGAVE	AGAVE AMERICANA	7 EACH	5 GAL
	TURF GRASS	CYNODON DACTYLON		SOD
	DECOMPOSED GRANITE			3/4" MINUS

PEDESTRAIN REALM

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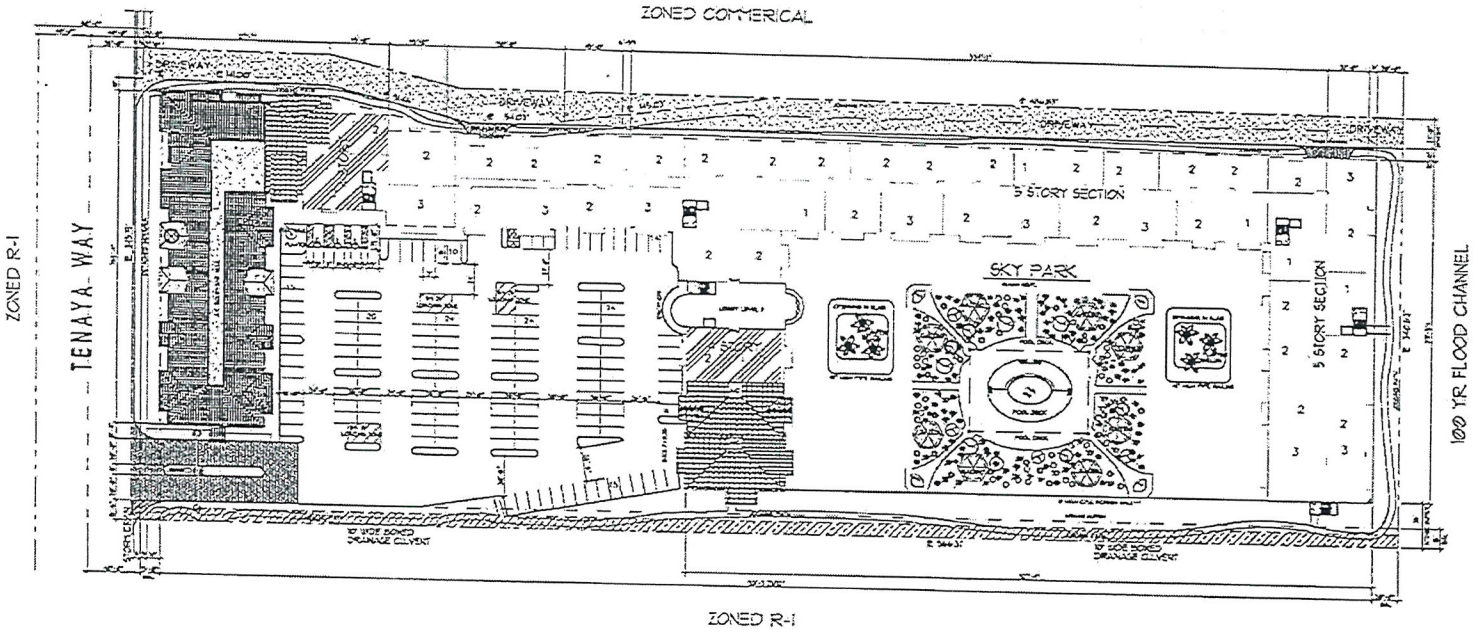
GREENE TINDALL	PROPOSED SECOND LEVEL ARCHITECTURAL SITE PLAN	TENAYA WAY CENTRE for DESERT CAPITAL GROUP TENAYA WAY and CANAL ROAD CLARK COUNTY LAS VEGAS NEVADA	AS-2

NORTH

LEVEL '2' - ARCHITECTURAL SITE PLAN

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MAR 07 2011

EOT-41127



LEVEL "4" - ARCHITECTURAL PLAN

NORTH

RECEIVED

RECEIVED
MAR 07 2011

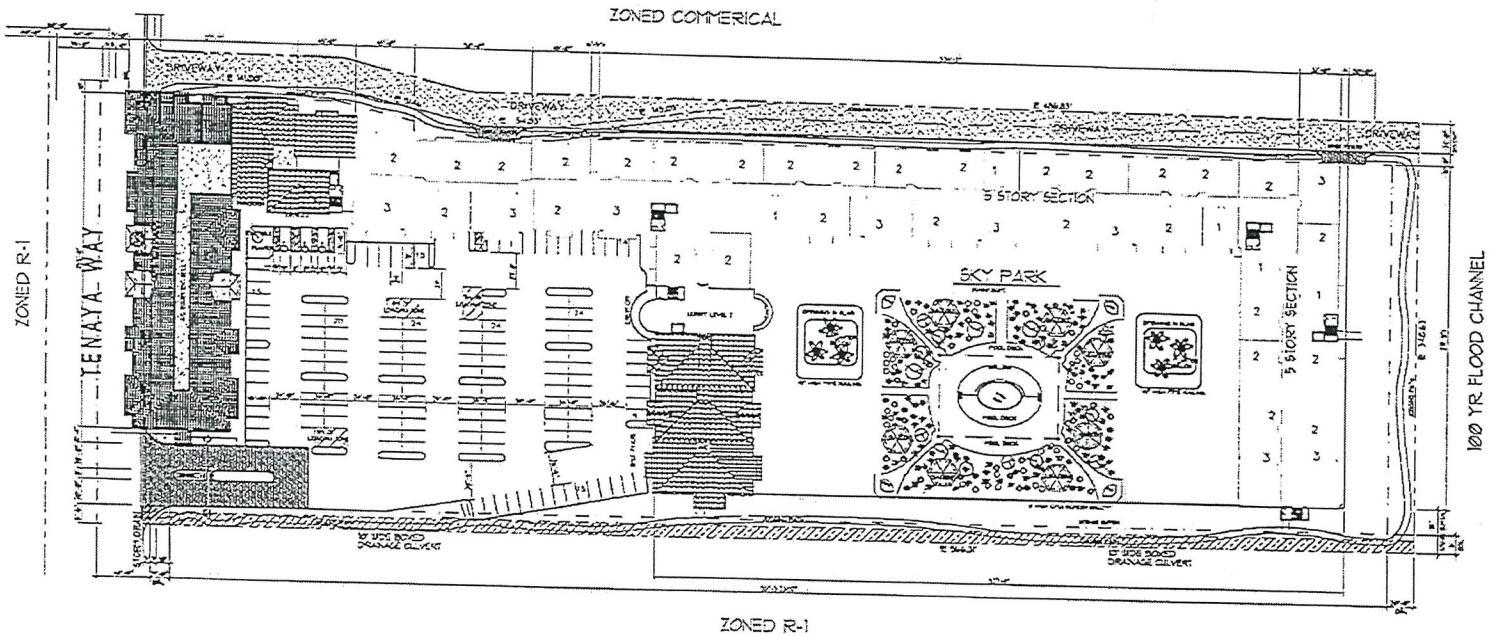
EOT-41127

GREENE TINDALL

PROPOSED FOURTH LEVEL ARCHITECTURAL PLAN

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP

AS-4



LEVEL "5" - ARCHITECTURAL PLAN

NORTH

RECEIVED

RECEIVED
MAR 07 2011

EOT-41127

GREENE TINDALL

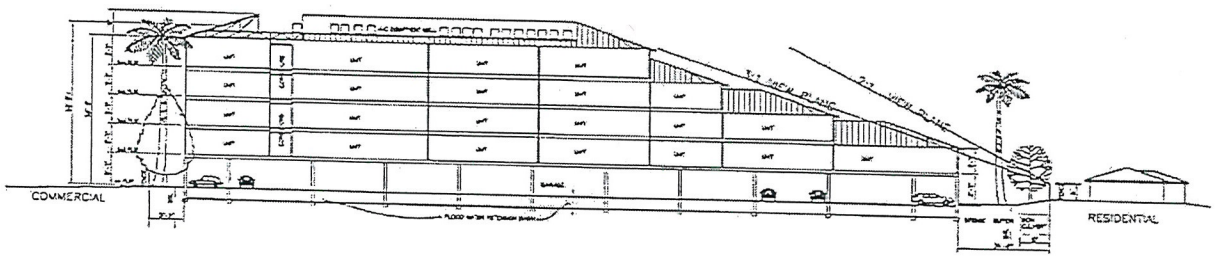
PROPOSED FIFTH LEVEL ARCHITECTURAL plan

TENAYA WAY CENTRE for DESERT CAPITAL GROUP

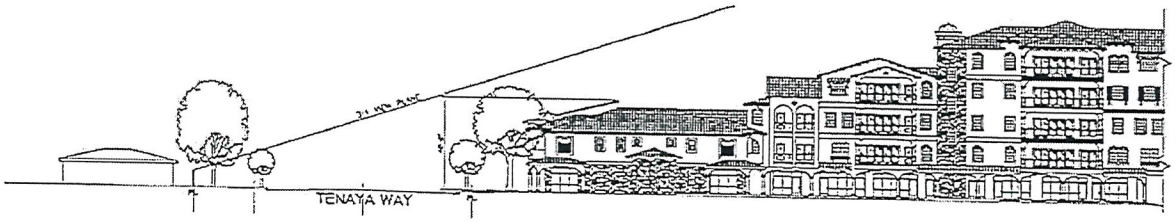
AS-5

EOT-41127

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MAR 07 2011



SECTION THRU BUILDING (LOOKING NORTH)



VIEW PLANE ACROSS BUILDINGS
VIEW OVER TENAYA WAY

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RECEIVED
MAR 0 7 2011

GREENE TINDALL

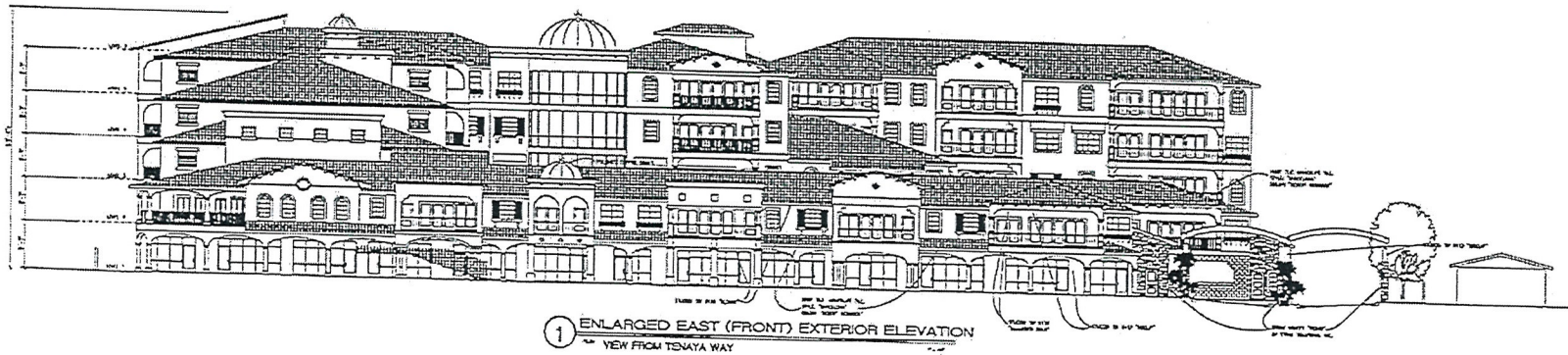
TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and CRAIG ROAD
CLARK COUNTY
LAS VEGAS NEVADA

ARCHITECTURAL
SECTION &
VISION SLOPES

07-408
2-15-2008
1-3-2007

AS-7

EOT-41127



1 ENLARGED EAST (FRONT) EXTERIOR ELEVATION
VIEW FROM TENAYA WAY



2 SOUTH EXTERIOR ELEVATION



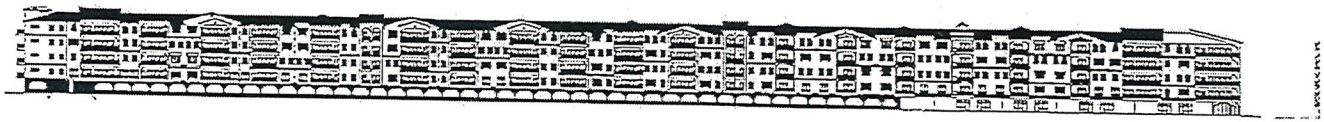
5 WEST EXTERIOR ELEVATION



4 SOUTH COURT (FRONT) EXTERIOR ELEVATION



3 NORTH COURT (FRONT) EXTERIOR ELEVATION



6 NORTH EXTERIOR ELEVATION

GREENE TINDALL

stamp

EXTERIOR ELEVATIONS

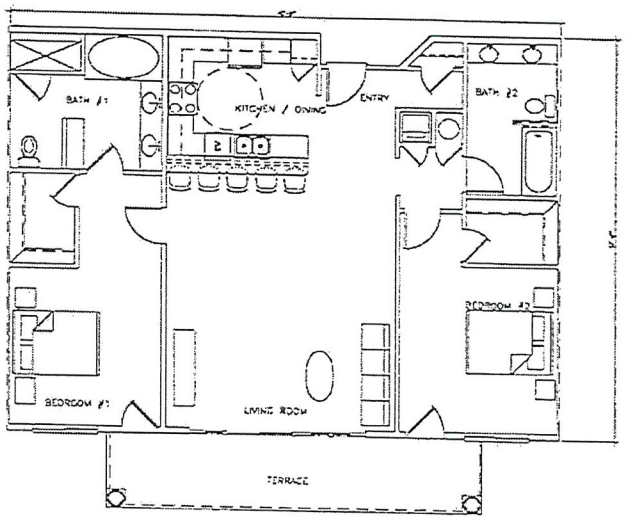
TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and GRAND PARK
CLARK COUNTY
LAS VEGAS, NEVADA

07-00-0
2-15-2008
10-16-2008

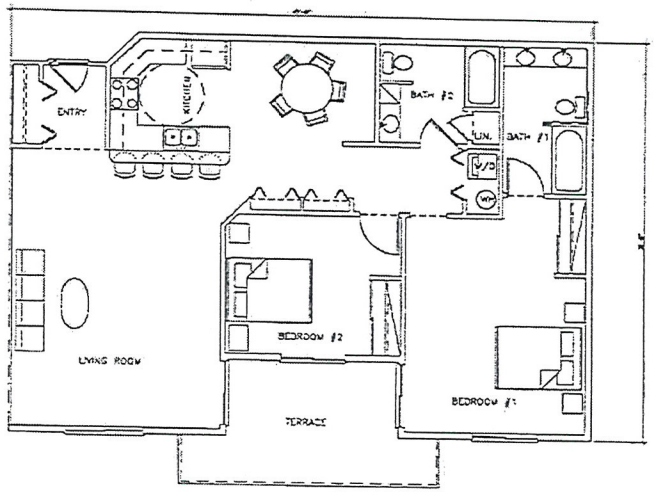
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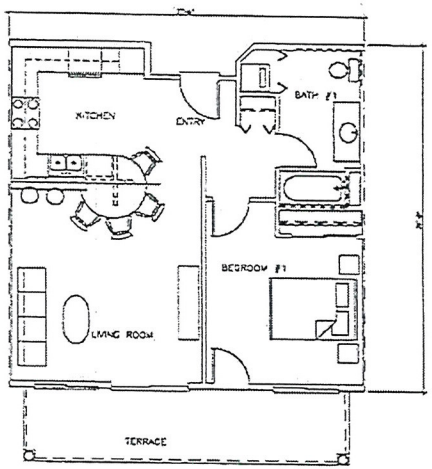
EOT-41127



UNIT "B" TWO BEDROOM FLOOR PLAN



UNIT "C" TWO BEDROOM FAMILY FLOOR PLAN



UNIT "A" ONE BEDROOM

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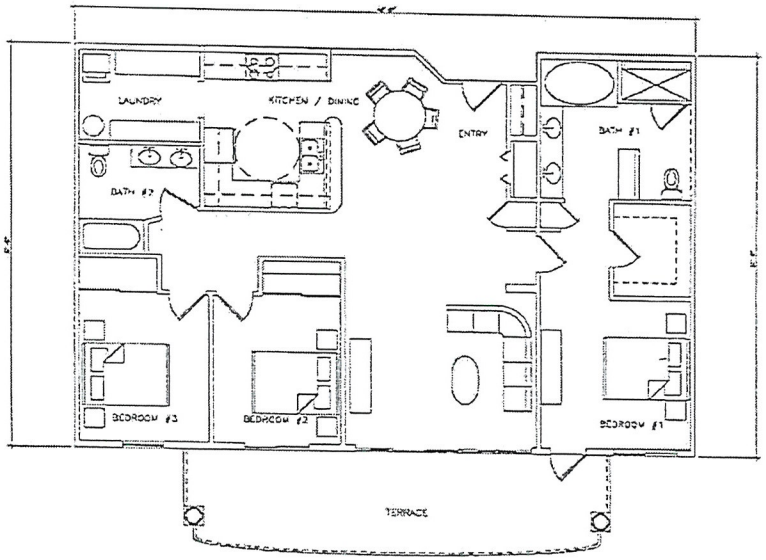
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GREENE TINDALL

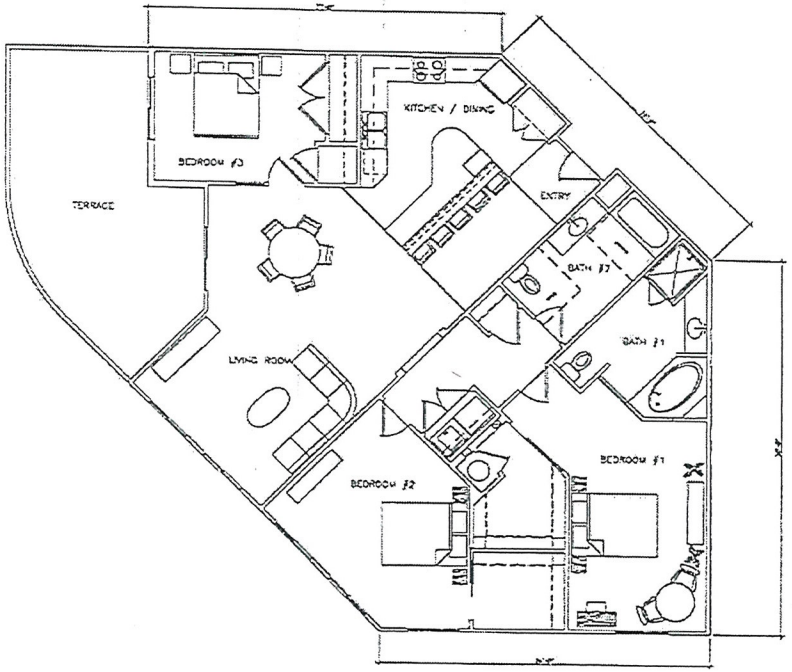
UNITS A, B and C
TWO (2) BEDROOM
FLOOR PLANS

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and CAMA ROAD
CLARK COUNTY
LAS VEGAS, NEVADA

	GT-606
	2-16-2006
	2-20-2007
	AS-9



UNIT "D" 3 BEDROOM UNIT FLOOR PLAN



UNIT "E" 3 BEDROOM FLOOR PLAN

GREENE TINDALL

TENAYA WAY CENTRE
for DESERT CAPITAL GROUP
TENAYA WAY and DEER SPRINGS ROAD
CLARK COUNTY
LAS VEGAS, NEVADA

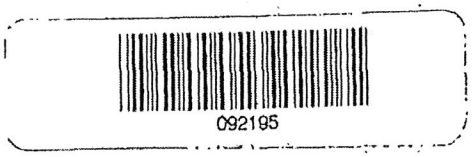
UNITS D and E
THREE (3) BEDROOM
FLOOR PLANS

07-826
2-15-2008
2-20-2008

AS-10

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MAR 07 2011

EOT-41127



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
BRENDA J. WILLIAMS
INTERIM

DOUGLAS A. SELBY
CITY MANAGER

May 3, 2007

Mr. Larry Weider
Mr. Douglas Simms
3354 Saddleback Court
Las Vegas, Nevada 89121

RE: SDR-18822 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MARCH 21, 2007
RELATED TO GPA-18818, ZON-18819, VAR-18820, AND SUP-18821

Dear Messers Weider and Simms:

The City Council at a regular meeting held M March 21, 2007 APPROVED the request for a Site Development Plan Review FOR A PROPOSED FIVE-STORY MIXED-USE DEVELOPMENT CONSISTING OF 213 CONDOMINIUM UNITS AND 29,717 SQUARE FEET OF COMMERCIAL SPACE on 7.49 acres adjacent to the east side of Tenaya Way, approximately 970 feet south of Craig Road (APN 138-03-701-021), O (Office) Zone [PROPOSED: R-4 (High Density Residential) Zone]. The Notice of Final Action was filed with the Las Vegas City Clerk on March 22, 2007. This approval is subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-18819) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 3/16/07 for a four-story building, except as amended by conditions herein.

4. The applicant shall provide a total of nine handicap parking spaces.

5. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be

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

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov

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submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan: Provide eight additional 24 inch box trees to the buffer zone along the north property line

6. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).

9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.

11. 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.

12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

13. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.

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EOT-41127

14. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. If necessary, submit a Petition of Vacation for any existing easements in conflict with this site plan.

17. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the "Corridor 2-Tenaya Way" project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

18. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a and shall be designed to comply with all City Site Visibility Restriction Zone Standards

19. A Homeowner's Association or Landscape Maintenance Association shall be established to maintain all private roadways, landscaping and common areas created with this development. All landscaping and private improvements shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

20. Landscape and maintain all unimproved right-of-way, if any, on Tenaya Way adjacent to this site.

21. Submit an Encroachment Agreement for all landscaping, if any, located in the Tenaya Way public right-of-way adjacent to this site prior to occupancy of this site.

22. Grant an appropriate pedestrian access easement for all public sidewalks located outside of the Tenaya Way public right-of-way on the Final Map for this site if approved by the City Engineer.

23. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-18819 and all other subsequent site-related actions.

24. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size,

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type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. We note that an offset sidewalk is proposed along Tenaya Way.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, CMC, Acting City Clerk

Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services

Mr. Chris Dyka
3531 East Russell Road, Suite G
Las Vegas, Nevada 89120

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MAR 07 2011

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW
LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

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RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

March 7, 2011

VIA HAND DELIVERY

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter – Desert Capital Group
Second Extension of Time for ZON 18819, VAR 18820, SUP 18821, & SDR 18822
APN: 138-03-701-021

To Whom It May Concern:

Please be advised this office represents Desert Capital Group (the "Applicant"), in the above referenced matter. The Applicant is requesting a second extension of time for property generally located on the east side of Tenaya, the west side of US 95 and approximately 900' south of Craig Road, more particularly known as assessor's parcel number 138-03-701-021 (the "Site").

On or about March 21, 2007, the City approved a zone change to R-4 for the Site, subject to a resolution of intent set to expire on or about March 21, 2009. The Applicant timely sought an extension of time which the City Council granted on or about March 5, 2009. The Applicant is requesting an additional two years to preserve the R-4 zoning as well as the related site development plan review, variance allowing a 72' high building, and a special use permit for a mixed use development in order to finalize financing. Additionally, there have been no substantial changes in the area since the zone change. As a result, this first extension of time is appropriate.

We thank you in advance for your time and consideration of this matter. If you have any additional questions or concerns, please feel free to contact us.

Sincerely,

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

Anthony J. Celeste

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EOT-41127

AJC/

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:

EOT-41170 - EXTENSION OF TIME - SEPCIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: THREE BS, INC. - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37377) FOR A 47 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 14,715 SQUARE-FOOT RETAIL ESTABLISHMENT at 8633 West Charleston Boulevard (APN 163-05-517-003), C-1 (Limited Commercial) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL.

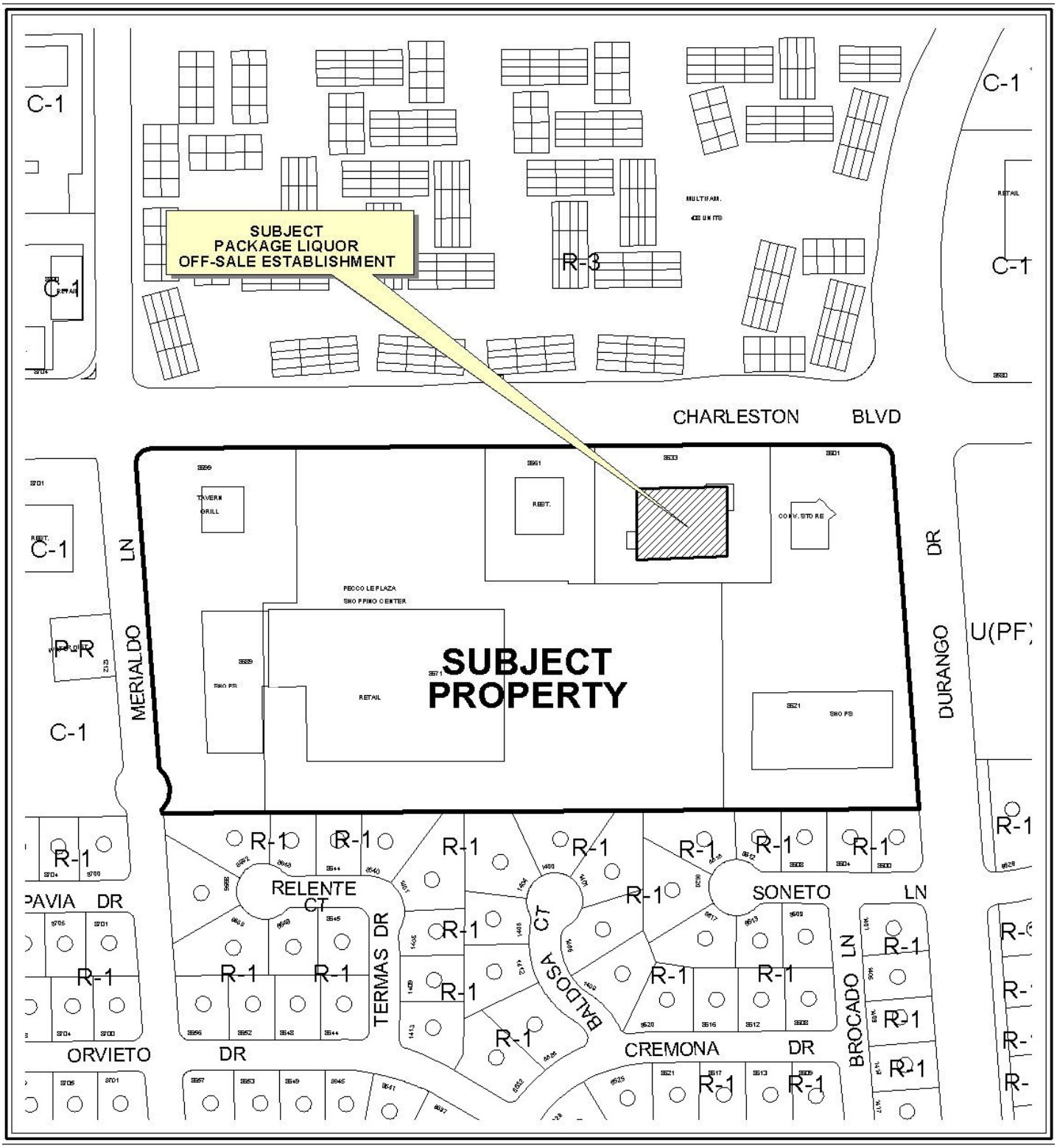
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-37377



CASE: EOT-41170

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 100 200 Feet

CASE: EOT-41170

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: THREE BS, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41170	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41170 CONDITIONS

Planning

1. This Special Use Permit (SUP-37377) shall expire on April 21, 2012 unless another Extension of Time request is approved by the City council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-37377) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a drug store with previous approval for a Special Use Permit (SUP-37377) for accessory package liquor off-sale within an existing retail establishment located at 8633 West Charleston Boulevard. The applicant is requesting an Extension of Time for the Special Use Permit (SUP-37377) to complete and submit the required paperwork for the business license.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/21/10	The City Council approved a request for a Special Use Permit (SUP-37377) for a 47 square-foot Accessory Package Liquor Off-Sale within an existing 14,715 square-foot retail establishment at 8633 West Charleston Boulevard. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
03/26/96	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/05/99	Business licenses (C05-01918 and D11-00159) were issued for Tobacco Sales and a Drug Store at 8633 West Charleston Boulevard. The licenses are still active.
07/18/08	A business license (Q04-00077) was issued for a Pharmacy at 8633 West Charleston Boulevard. The license is still active.
03/22/10	A business license (V02-01910) was issued for a DVD Rental Kiosk at 8633 West Charleston Boulevard. The license is still active.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.49

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment with Accessory Packaged Liquor Off-Sale	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Units	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	Retail Establishment/Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-37377) for a 47 square-foot accessory package liquor off-sale within an existing 14,715 square-foot retail establishment. There have not been any recent building permits issued for the site. Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised within an existing structure upon the issuance of a business license to conduct the activity.

FINDINGS

The Special Use Permit has not met the requirements of Title 19.16.110 of the Unified Development Code to exercise the entitlement as a business license has not yet been issued. The applicant is requesting an Extension of Time to complete and submit the required paperwork for the business license. Staff is recommending approval of this request with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-37377) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-41170 APN: 163-05-517-003

Name of Property Owner: Three BS Inc.

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Saywer & Collins

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: Robert N Peccole, President

Print Name: Robert N Peccole

Subscribed and sworn before me

This 4th day of March, 2011

Lynn K. O'Leary

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LYNN K. O'LEARY
Appt. No. 04-88029-1
My Appt. Expires April 2, 2012

RECEIVED
MAR 10 2011

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 8633 West Charleston Boulevard

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 163-05-517-003 **Ward #** 2

General Plan: existing XX proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Three BS Inc. **Contact** Peccole Enterprises

Address 8689 W. Charleston Blvd. #109 **Phone:** (702) 366-9140 **Fax:** _____

City Las Vegas **State** NV **Zip** 89117

E-mail Address _____

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Property Owner Signature* Robert N Peccole, President

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Robert N Peccole

Subscribed and sworn before me

This 4th day of March, 2011.

Lynn K. O'Leary

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LYNN K. O'LEARY
Appt. No. 04-88029-1
My Appt. Expires April 2, 201

RECEIVED
MAR 10 2011

FOR DEPARTMENT USE ONLY

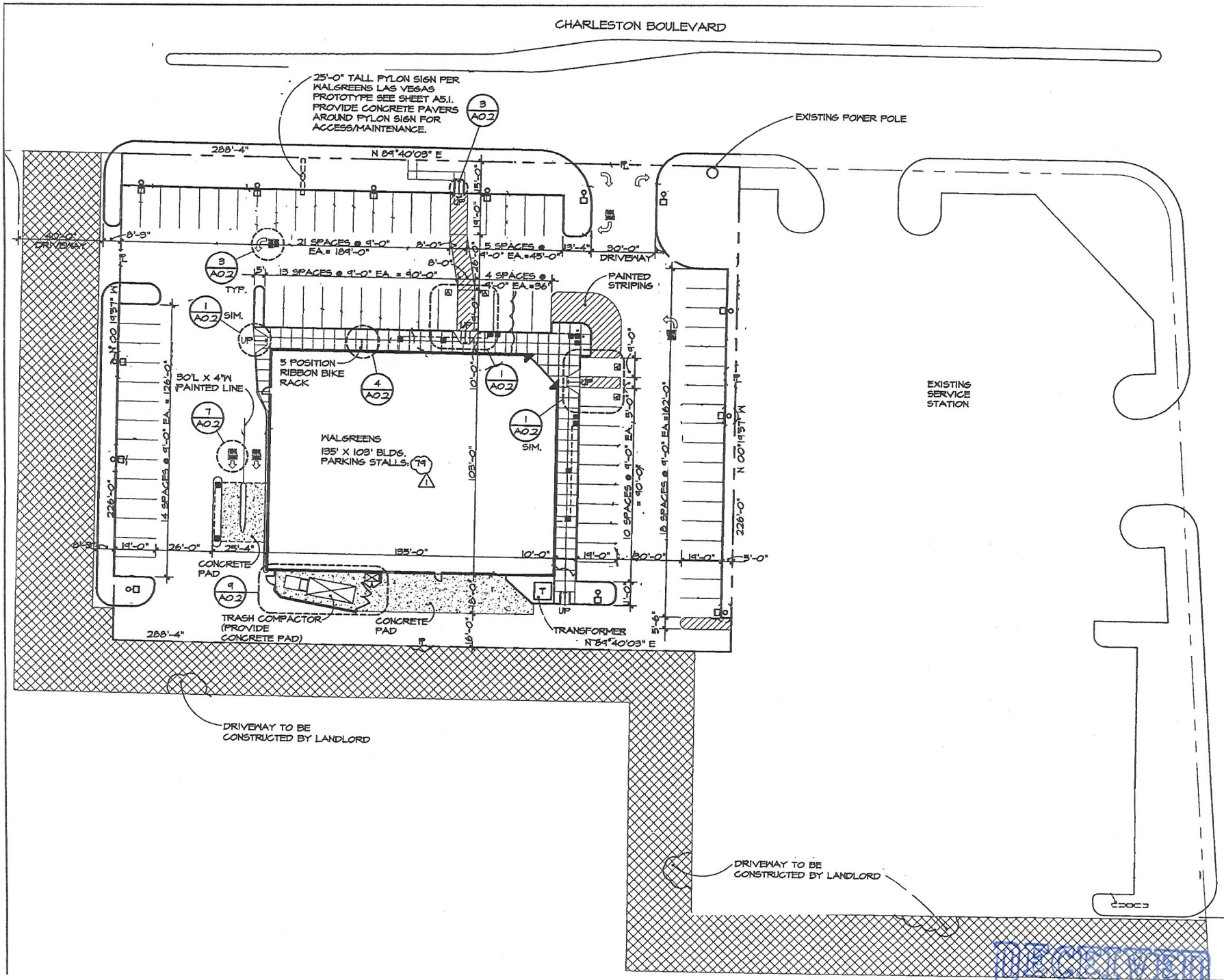
Case #	EOT-41170
Meeting Date:	5/4/11 C.C.
Total Fee:	$ 300
Date Received:*	3/10/11
Received By:	BGS

*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

3872



Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

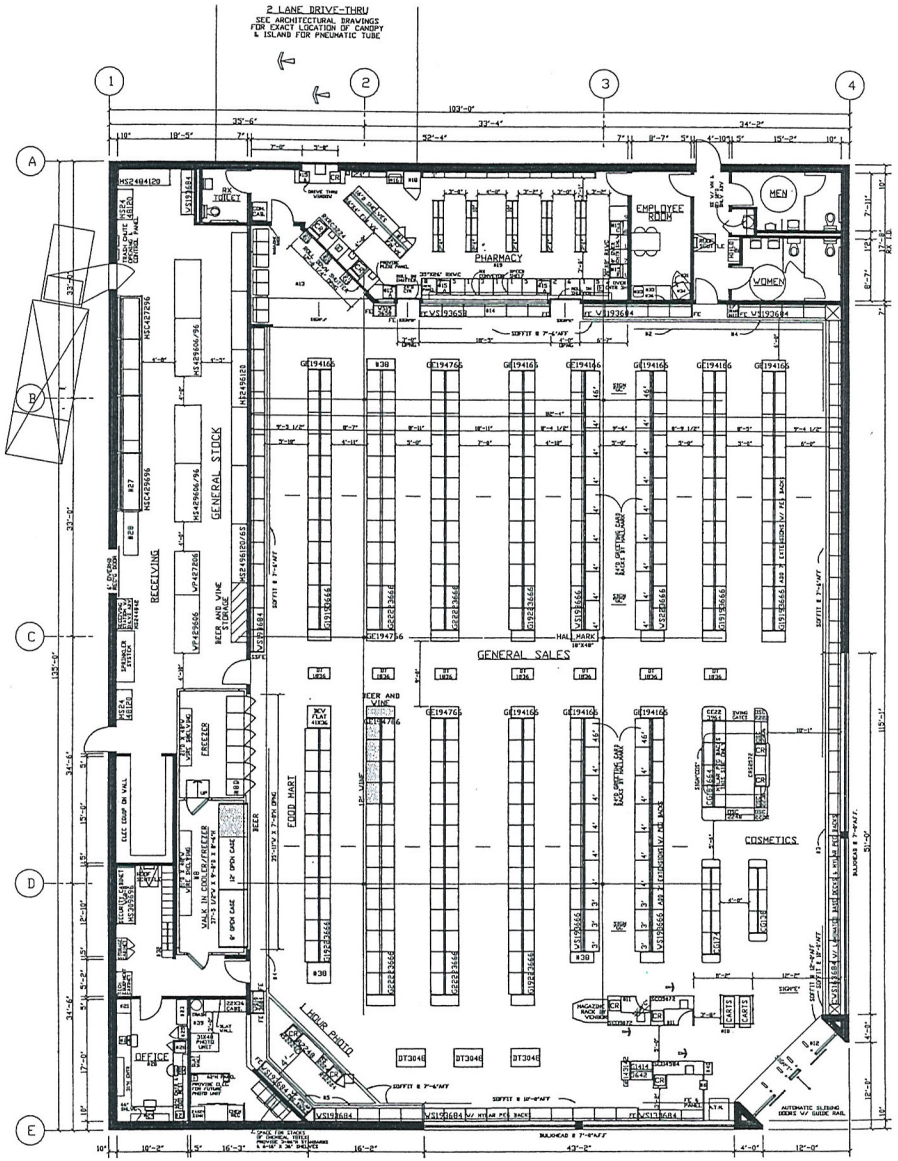
STORE NUMBER 03872

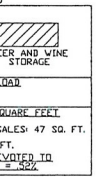
PROJECT NAME
WALGREENS STORE
8633 W CHARELSTON BLVD
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

CADD PLOT: 03872-A01-BW-13NOV09	SCALE: 1"-20'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: K. THALMANN COS	A0.
SUPERSEDES PLAN DATED:	DATE: 11-13-09	
	REVIEWED BY:	OF DWGS

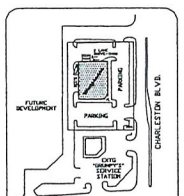
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EOT-41170





OCCUPANCY LOAD
TOTAL OCCUPANCY: 410

TOTAL BEER/WINE SQUARE FEET
TOTAL BEER AND WINE SALES: 47 SQ. FT.
TOTAL SALES: 8997 SQ. FT.
% SALES FLOOR DEVOTED TO BEER AND WINE = .52%



FOR REFERENCE ONLY. SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

INTERIOR HANGING SIGNS

GENERAL SALES AREA
ALL SIGNS AND AISLE MARKERS @ 9'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "C" CHECKOUT/THANK YOU
SIGN "E" ENTRANCE/EXIT
SIGN "L" LIQUOR/THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARD CUBE
SIGN "COS" COSMETIC HANGING CUBE 9" X 9" X 30"H @ 8'-0" AFF
SIGN "SB" SAN BRUNO CHECKOUT LANE 8
SIGN "N" SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "O" CONSULTATION WINDOW
SIGN "TX" T.A.S.

ATTACH SIGNS TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER; CHECKOUT COUNTERS ARE 34"H UNLESS OTHERWISE NOTED.
2. SECURITY MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. PLASTIC "S" CORNICE SPECIFIED ON THIS DRAWING TO BE SOFFIT MOUNTED.
5. PHOTO CORNICE
6. CANDY SCALE SHELF
7. REFRIGERATION: 3" SPACE BEHIND CASES
   A. MASTER-BILT: 3 DOOR MEDIUM TEMP CASE, BMG-90; 84"W X 34.5"D X 78.5"H
   B. MASTER-BILT: 3 DOOR LOW TEMP CASE, BLG-90; 84"W X 34.5"D X 78.5"H
   C. MASTER-BILT: 2 DOOR MEDIUM TEMP CASE, BMG-52; 56"W X 34.5"D X 78.5"H
   D. MASTER-BILT: 2 DOOR LOW TEMP CASE, BLG-52; 56"W X 34.5"D X 78.5"H
   E. MASTER-BILT: 2 DOOR BACK-UP BOX FLS-52; 56"W X 34.5"D X 78.5"H
   F. MASTER-BILT: WINE COOLER WMB-58B; 70"W X 31"D X 76"H
   G. MASTER-BILT: WALK-IN COOLER: PROVIDE ---- #100DR COOLMASTER DOORS 26 3/4" X 73" EACH AND 6 #100FR FREEZEMASTER DOORS 26 3/8" X 73" EACH BY ANTHONY.
   A. __ DOORS: FOR EACH DOOR PROVIDE (7) 18"D REV-O-FLOW GRAVITY SHELVES; UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS.
   B. __ DOORS: FOR EACH DOOR PROVIDE (7) 26"D ANTHONY WIRE SHELVES AND (4) 84" POSTS.
   C. __ DOORS: 9' ROLLER CONVEYOR AT FLOOR LEVEL.
   D. 6 DOORS: FOR EACH DOOR PROVIDE (8) 27"D ANTHONY SHELVES
   E. __ DOORS: FOR EACH DOOR PROVIDE (2) 27"D ANTHONY SHELVES AND (4) 36"D MERCHANDISER SHELVES
   F. __ DOORS: 9' DOUBLE DECK ROLLER CONVEYOR
   G. __ DOORS: FOR EACH DOOR PROVIDE (2) MOBILE ICE MERCHANDISERS
9. ICE CHEST BY VENDOR APPROX. 50 X 24 X 78
10. RAILINGS TO BE 40"H DOUBLE LINE RAILS
11. DISPLAY AT PLAYFORM ABOVE
12. FREE STANDING CHECKOUTS TO HAVE A GATE AND 34"H SIDE SCREEN. PROVIDE A 6"H BLACK VINYL BASE AT ALL CHECKOUTS
13. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX WAITING ROOM
   (7) SEATS
   (-) TABLE LAMP (WHEN SHOWN)
   (1) MAGAZINE RACK; LOCATE AT 42" AFF
   (2) PIECES OF ARTWORK 20X25 CSC INTERIOR ELEVATION FOR LOCATION
14. FIXED GLASS PANEL OPENING (SEE ARCH DWGS)
15. COMPUTER TERMINAL
   15A INTERCOM PLUS TERMINAL
   15B INTERCOM TERMINAL
   15C TRAINING TERMINAL
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER. RX UNDERCOUNTER INSERTS:
   #1 - RX 2 DRAWER VAL INSERT
   #2 - RX 3 DRAWER FILE INSERT
   #3 - RX OPEN INSERT
   #4 - RX SHELF INSERT
   #5 - RX PRINTER CABINET
   #6 - RX 5 DRAWER FILE INSERT
   #7 - RX OPEN INSERT W/ CPU SHELF
   #8 - RX WILL CALL CABINET
   #9 - RX 13 DRAWER FILE CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER PRINTER
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
25. TILL LOCKER
26. SAFE

STOCKROOM:
27. GRAVITY CONVEYOR
28. NEST-A-FLEX CONVEYOR
29. POWER ROLLER CONVEYOR
30. BALER: 50"W X 34"D X 78"H

EMPLOYEE ROOM:
31. TV, VCR & BRACKET PROVIDED BY WALGREENS
32. EMPLOYEE LOCKERS: (1) 7"W & (1) 6"W X 18"D
33. 3'-6"W X 2'D EMPLOYEE COUNTER W/ CABINET
34. EMPLOYEE ROOM REFRIGERATOR
35. EMPLOYEE ROOM SINK (IN COUNTER)
36. 5'-6" MIRROR ON WALL ABOVE COUNTER

MISC:
37. (E) ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE DECK & SHOES; END PANEL TO REMAIN.
39. PROVIDE OPENING FOR ONE WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
40. NEWSPAPER RACK BY VENDOR

EXECUTIVE APPROVAL		DATE
EXEC. VICE PRESIDENT DRUG STORE OPERATIONS	G.S.KRAISS	4-29-97
SR. VICE PRESIDENT FACILITIES DEVELOPMENT	W.A.SHIEL	5-1-97
VICE PRESIDENT DRUG STORE OPERATIONS	J.B.KARLIN	5-5-97
REGIONAL VICE PRESIDENT		
SR. MANAGER PLANNING & DESIGN	J.C.PARK	5-1-97

Walgreens
FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD DEERFIELD, IL. 60015
847-940-2500

PROJECT DATA

TYPE		GENERAL SALES ☒	FOOD MART ☒
NEW LOCATION ☒		PHARMACY ☒	BEER ☐
NEW LOCATION EXIST'G BLDG ☐		LIQUOR ☐	SECURITY ☐
REMODEL ☐		1 HOUR PHOTO ☒	24 HOUR STORE ☐

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXIST'G	TOTAL NEW
GEN SALES	EXIST					
	NEW	8992	1787	1147		11931
LIQ.	EXIST					
	NEW					
BEER	EXIST					
	NEW					
1 HR PHOTO	EXIST					
	NEW	225				225
BSMT.	EXIST					
	NEW					
MEZZ-ANINE	EXIST					
	NEW					
RX WAIT'G	EXIST					
	NEW	984		65		1049
FOOD MART	EXIST					
	NEW	700				700
TOTAL EXIST						
TOTAL NEW		10901	1787	1212		13905

TOTAL AREA FIRST FLOOR 13905 SQ. FT.
TOTAL AREA OTHER LEVELS 0 SQ. FT.
GROSS AREA INCLUDING ALL DEPARTMENTS AND ALL LEVELS 13905 SQ. FT.
RX SHELVING LINEAL FEET 101 LIN. FT.
RX SQUARE FOOT AREA 799 SQ. FT.

FIXTURE MANUFACTURER

KIECHLER/MYERS ☐ MADIX/MYERS ☐ LOZIER/STORCRAFT ☒

REVISIONS

NO.	DATE	BY	DESCRIPTION	CONST.
	12-16-97	LLC	REVIEWED MERCH & FIXTURE PLAN	
A	9-17-98	LLC	REMOVE BEER SALES PER MERCHANDISING #F03872D107	

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

PROJECT NAME
DURANGO DR. & CHARLESTON BLVD.
LAS VEGAS, NV

DRAWING TITLE
FIXTURE PLAN

DATE: 4-25-97 (ORIGINAL PLAN RELEASED)
DRAWN BY: L.CUMMINGS
CADD PLOT: F03872D107
VOID PLOT: F03872D101-6 F03872D10A
STORE NO. 155-03872
SCALE: 1/8"=1'-0"
RELEASED TO CONSTRUCTION 12-23-97
DRAWING NO. D1
OF DWGS.

12-16-97 REVIEWED W/ MERCH AND AISLE MARKERS. (F03872D1B6)
2-3-97 RELOCATE ROOF SCUTTLE PER ARCH; REVISE RX SHELVI NG; MISC FIXTURE UPDATES. (F03872D1B3)
9-12-97 REVISE DIMENSIONS PER CHECK SET.
11-22-97 REVISE RX SHELVING PER LATEST PHOTO. (F03872D1D3)
2-5-97 ADD EXEC SIGN-OFF (F03872D1B2)
4-25-97 DRAWING SUPERSEDES DI DATED 10-10-95. (F03872D1B4)

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EOT-41170

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

April 22, 2010

Three B's, Inc.
8981 West Sahara Avenue, Suite #120
Las Vegas, Nevada 89117

RE: SUP-37377 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 21, 2010

Dear Applicant:

The City Council at a regular meeting held April 21, 2010, APPROVED the request for a Special Use Permit FOR A 47 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 14,715 SQUARE-FOOT RETAIL ESTABLISHMENT at 8633 West Charleston Boulevard (APN 163-05-517-003), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 22, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. The sale of alcoholic beverages is ancillary to the retail use and in which no more than 47 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages as shown in the floor plan date stamped on 02/9/10.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

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MAR 10 2011

Printed with environmentally friendly soy ink.

EOT-41170

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Rebecca Lidskin
Walgreen Company
104 Wilmot Road, MS#1420
Deerfield, Illinois 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

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MAR 10 2011

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:

EOT-41238 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREENS CO. - OWNER: TATSUMI INTERNATIONAL LV CO, LTD - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37378) FOR A 79 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,120 SQUARE-FOOT RETAIL ESTABLISHMENT WITH A WAIVER OF 400-FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK at 7599 West Lake Mead Boulevard (APN 138-22-316-009), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

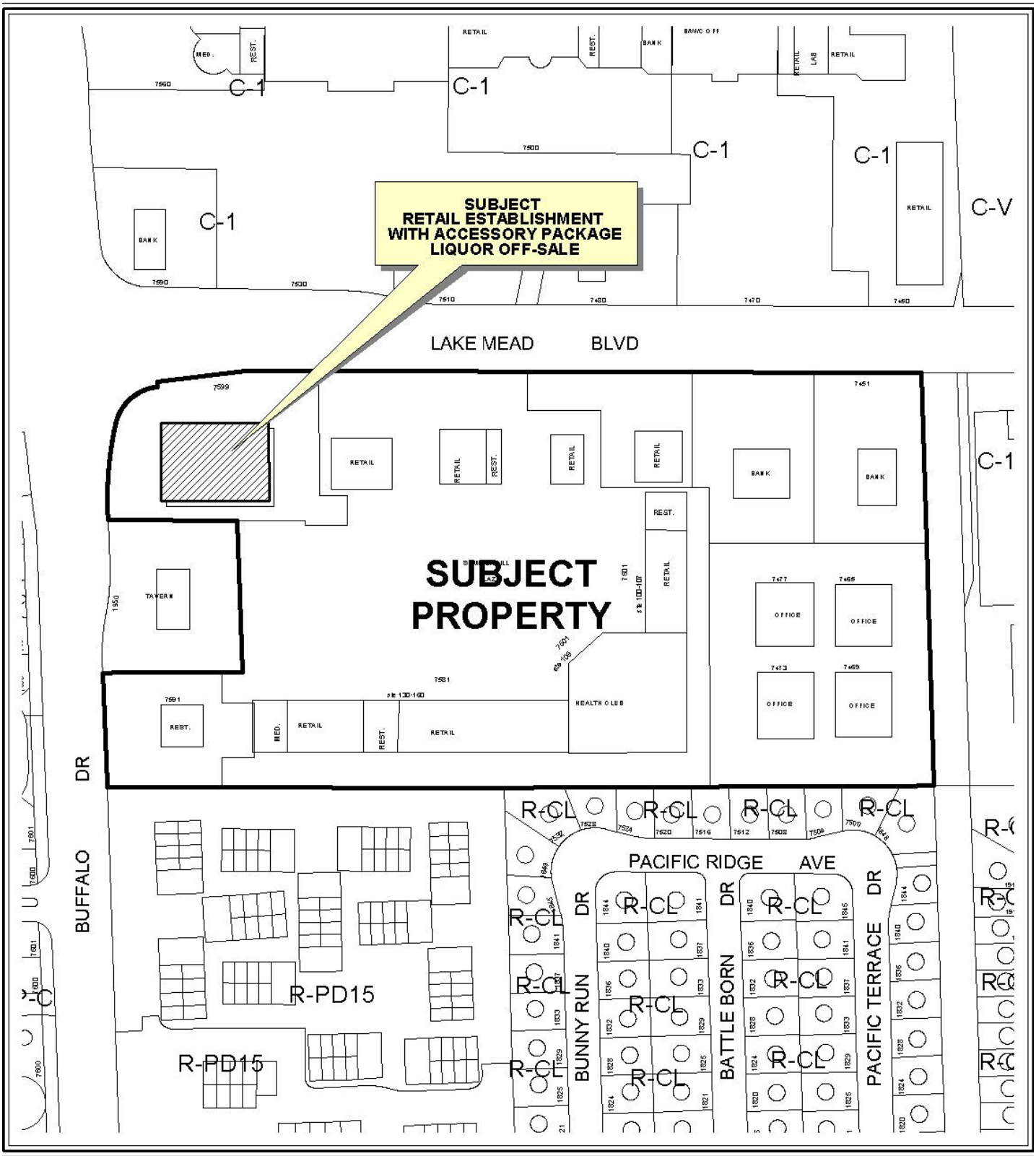
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-37378



0 200 400 Feet

CASE: **EOT-41238**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 200 400 Feet

CASE: **EOT-41238**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALGREENS COMPANY - OWNER: TATSUMI INTERNATIONAL LV CO, LTD

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41238	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41238 CONDITIONS

Planning

1. This Special Use Permit (SUP-37378) shall expire on May 19, 2012 unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-37378) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a drug store with previous approval for a Special Use Permit (SUP-37378) for 79 square feet of accessory package liquor off-sale within the retail establishment at 7599 West Lake Mead Boulevard. The applicant is requesting an Extension of Time for the Special Use Permit (SUP-37378) to complete and submit the required paperwork for the business license.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/19/10	The City Council approved a request for a Special Use Permit (SUP-37378) for a 79 square-foot accessory package liquor off-sale within an existing 15,120 square-foot retail establishment with a waiver of the 400-foot distance separation requirement from an existing park at 7599 West Lake Mead Boulevard. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
01/16/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/08/97	Business licenses (D11-00145 and C05-01827) were issued for a Drug Store and Tobacco sales at 7599 West Lake Mead Boulevard. The licenses are still active.
04/09/08	A business license (Q07-01492) was issued for a medical firm at 7599 West Lake Mead Boulevard. The license is still active.
04/12/10	A business license (V02-019160) was issued for a video/media Kiosk at 7599 West Lake Mead Boulevard. The license is still active.
There have not been any recent building permits issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.56

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	SC (Service Commercial)	C-1 (Limited Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Tavern/Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
East	Financial Institution	SC (Service Commercial)	C-1 (Limited Commercial)
West	Single Family Residences	M (Medium Density Residential)	P-C (Planned Community)
	Park	PR-OS (Parks/Recreation/Open Space)	P-C (Planned Community)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (200 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-37378) for a 79 square-foot accessory package liquor off-sale within an existing 15,120 square-foot retail establishment with a waiver of the 400-foot distance separation from an existing park. There have not been any recent building permits issued for the site.

Title 19.16.110 of the Unified Development Code deems a Special Use Permit within an existing structure exercised upon the issuance of a business license to conduct the activity.

FINDINGS

The Special Use Permit has not met the requirements of Title 19.16.110 of the Unified Development Code to exercise the entitlement as a business license has not yet been issued. The applicant is requesting an Extension of Time to complete and submit the required paperwork for the business license. Staff is recommending approval of this request with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-37378) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41238** APN: 138-22-316-009

Name of Property Owner: Tatsumi Internat'l LV Co Ltd.

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Saywer & Collins

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Takao Shinomiya

Subscribed and sworn before me

This _____ day of March _____, 2011

_____ mb see attached statement

Notary Public in and for said County and State

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CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1
2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

MAYUMI KATAYAMA
Commission # 1893506
Notary Public - California
Los Angeles County
My Comm. Expires Jul 21, 2014

Place Notary Seal and/or Stamp Above

Subscribed and ~~sworn to (or~~ affirmed) before me on this 8th (Date) day of March (Month), 2011 (Year), by

(1) Takao Shinomiya (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

OPTIONAL

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RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

Further Description of Any Attached Document

Title or Type of Document: Planning & Development Department Application/Petition Form

Document Date: March 8, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

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Item #5910

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 7599 West Lake Mead Boulevard

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 138-22-316-009 **Ward #** 1

General Plan: existing XX proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Tatsumi Internat'l LV Co Ltd. **Contact** Ask Network

Address 700 S. Flower St., Ste 2450 **Phone:** (213) 629-0255 **Fax:** (213) 629-0253

City Los Angeles **State** CA **Zip** 90017

E-mail Address maymi@kurashimacpa

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps

Print Name Takao Shinomiya

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

Notary Public in and for said County and State

see attached statement

FOR DEPARTMENT USE ONLY

Case #	EOT-41238
Meeting Date:	5/4/11
Total Fee:	$300 —
Date Received:*	3/21/11
Received By:	BS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

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☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

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2
3
4
5
6

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and ~~sworn to (or~~ affirmed) before me

on this 8th day of March, 2011,
Date Month Year

by

(1) Takao Shinomiya,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____,
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____
Signature of Notary Public

MAYUMI KATAYAMA
Commission # 1893506
Notary Public - California
Los Angeles County
My Comm. Expires Jul 21, 2014

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OPTIONAL

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Further Description of Any Attached Document

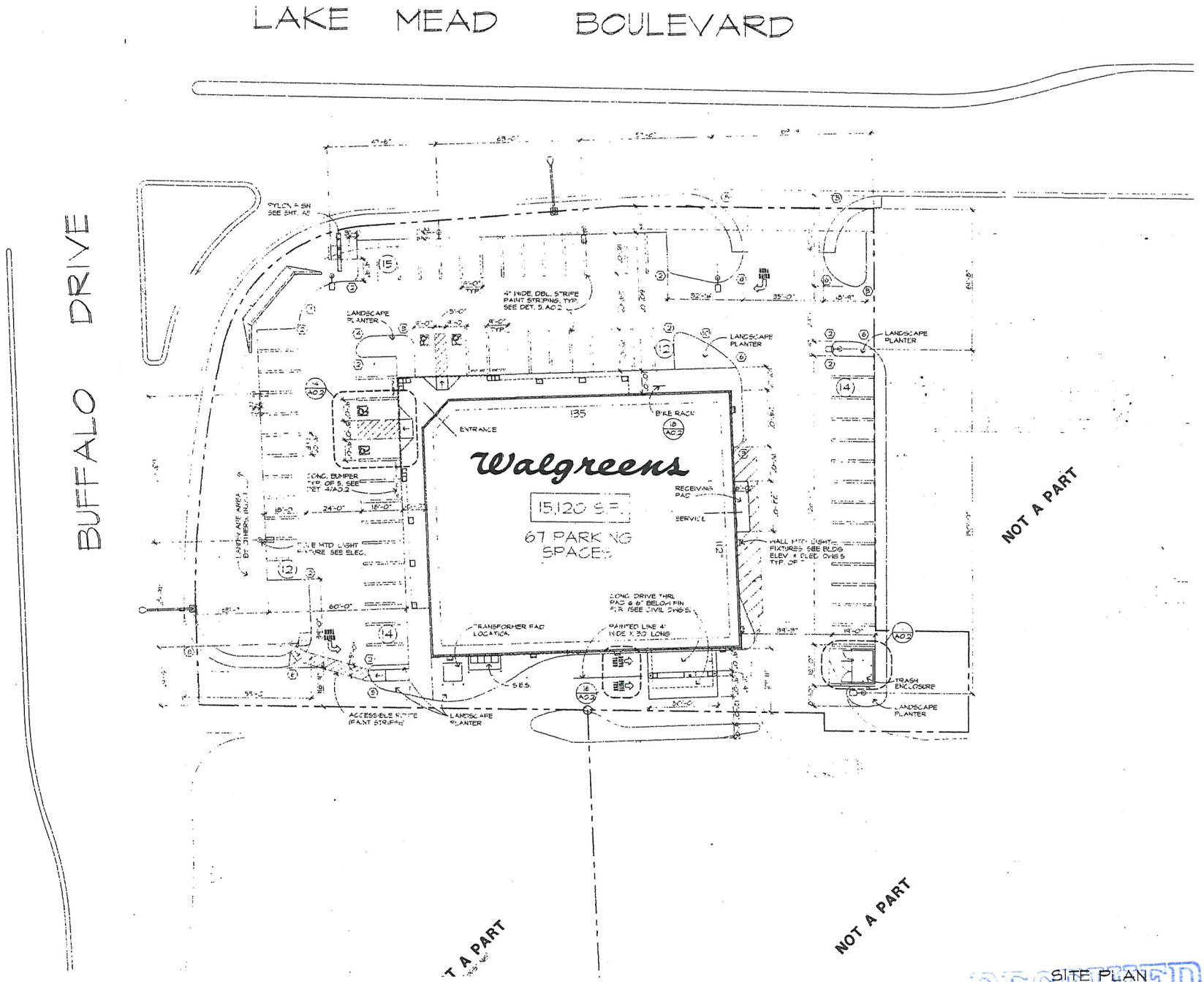
Title or Type of Document: Planning & Development Department Statement of Financial Interest

Document Date: March 8, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

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Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
106 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03922

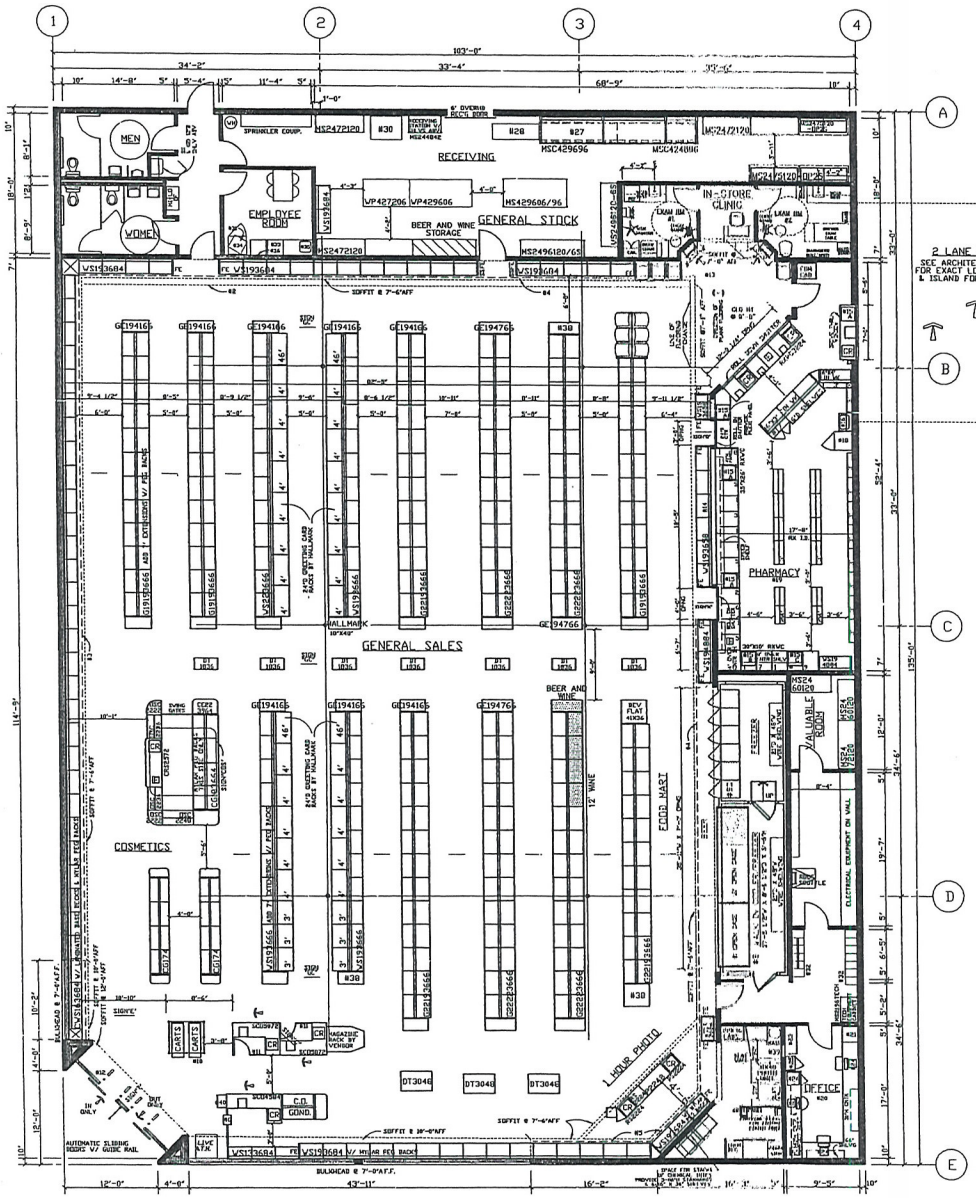
PROJECT NAME
WALGREENS STORE
7599 WEST LAKE MEAD BLVD.
LAS VEGAS, NV

DRAWING TITLE
SITE PLAN

CADD PLOT:	SCALE: 1"=20'-0"	DRAWING #
03922-A01-BW-16NOV09		

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MAR 21 2011

EOT-41238



GENERAL SALES AREA
ALL SIGNS AND AISLE MARKERS @ 9'-6" AFF UNLESS OTHERWISE NOTED.

SIGN "C"	CHECKOUT/THANK YOU
SIGN "E"	ENTRANCE/EXIT
SIGN "L"	LIQUOR/THANK YOU
SIGN "T"	STORE HOURS SIGN
SIGN "GC"	GREETING CARDS
SIGN "COS"	COSMETIC HANGING CUBE 8" X 8" X 30"H @ 8'-0" AFF
SIGN "SB"	SAN BRUNO CHECKOUT LANE 8
SIGN "N"	SAN BRUNO PHOTO

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS

SIGN "J"	PICK UP PRESCRIPTIONS
SIGN "K"	DROP OFF PRESCRIPTIONS
SIGN "Q"	CONSULTATION WINDOW

ATTACH SIGNS TO UNDERSIDE OF SOFFIT. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. SEE PROJECT DATA FOR FIXTURE MANUFACTURER
2. SECURITY MIRROR ON SOFFIT OF REAR WALL
3. COSMETIC CORNICE
4. PLASTIC "S" CORNICE SPECIFIED ON THIS DRAWING TO BE SOFFIT MOUNTED.
5. PHOTO CORNICE
6. CANDY SCALE SHELF
7. REFRIGERATION: 9' SPACE BEHIND CASES
   A. MASTER-BILT: 3 DOOR MEDIUM TEMP CASE BMG-80, 84"L X 34.5"D X 78.5"H
   B. MASTER-BILT: 3 DOOR LOW TEMP CASE BLG-80, 84"L X 34.5"D X 78.5"H
   C. MASTER-BILT: 2 DOOR MEDIUM TEMP CASE BMG-52, 56"L X 34.5"D X 78.5"H
   D. MASTER-BILT: 2 DOOR LOW TEMP CASE BLG-52, 56"L X 34.5"D X 78.5"H
   E. MASTER-BILT: 2 DOOR BACK-UP BOX TLS-52, 56"L X 34.5"D X 78.5"H
   F. MASTER-BILT: WINE COOLER WHB-36D, 70"L X 31"D X 76"H
8. MASTER-BILT WALK-IN COOLER: PROVIDE
   ---- #1001 CLICKMASTER DOORS 24 3/4" X 73" EACH AND 6 #101 FREEZEMASTER DOORS 26 3/8" X 73" EACH BY ANTHONY.
   A. __ DOORS: FOR EACH DOOR PROVIDE (7) 7'-0 DEV-O-FLOV GRAVITY SHELVES; UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS.
   B. __ DOORS: FOR EACH DOOR PROVIDE (7) 27"D ANTHONY WIRE SHELVES AND (4) 84" POSTS.
   C. __ DOORS: 7'D ROLLER CONVEYOR AT FLOOR LEVEL
   D. 6 DOORS: FOR EACH DOOR PROVIDE (8) 27"D ANTHONY SHELVES
   E. __ DOORS: FOR EACH DOOR PROVIDE (2) 27"D ANTHONY SHELVES AND (4) 36"H MERCHANDISER SHELVES
   F. __ DOORS: 7'D DOUBLE DECK ROLLER CONVEYOR
   G. __ DOORS: FOR EACH DOOR PROVIDE (2) MOBILE ICE MERCHANDISERS
9. ICE CHEST BY VENDOR: APPROX. 50 X 34 X 78
10. RAILINGS TO BE 48"H DOUBLE LINE RAILS W/ DISPLAY LATTICE ABOVE
11. FREE STANDING CHECKOUTS TO HAVE A GATE AND 36"H SIDE SCREEN. PROVIDE A 6"H BLACK VINYL BASE AT ALL CHECKOUTS
12. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX WAITING ROOM
   (6) SEATS
   (-) TABLE LAMP (WHEN SHOWN)
   (1) MAGAZINE RACK: LOCATE AT 42" AFF
   (2) PIECES OF ARTWORK: 24X36 (SEE INTERIOR ELEVATION FOR LOCATION)
14. FIXED GLASS PANEL OPENING (SEE ARCH DWGS)
15. COMPUTER TERMINAL
   15A: INTERCOM PLUS TERMINAL
   15B: INTERCOM TERMINAL
   15C: TRAINING TERMINAL
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER. RX UNDERCOUNTER INSERTS:
   #1 - RX 3 DRAWER VIAL UNIT
   #2 - RX 3 DRAWER FILE INSERT
   #3 - RX OPEN UNIT
   #5 - RX PRINTER CABINET
   #6 - RX 3 DRAWER FILE INSERT
   #7 - RX OPEN UNIT W/ CPU SHELF
   #8 - RX PRINTER INSERT
   #9 - RX COMMUNICATION CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALLCOVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER PRINTER
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
25. TILL LOCKER
26. SAFE

STOCKROOM:
27. GRAVITY CONVEYOR
28. NEST-A-FLEX CONVEYOR
29. POWER ROLLER CONVEYOR
30. BALER: 50"W X 34"D X 78"H

EMPLOYEE ROOM:
31. TV, VCR & BRACKET PROVIDED BY WALGREENS
32. EMPLOYEE LOCKERS: (3) 7"W & (3) 6"W X 18"D
33. 8'-0"W X 2'D EMPLOYEE COUNTER W/ CABINETS
34. EMPLOYEE ROOM REFRIGERATOR
35. EMPLOYEE ROOM SINK (IN COUNTER)
36. 8'-0" MIRROR ON WALL ABOVE COUNTER

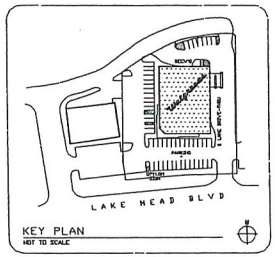
MISC:
37. ☐ ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE, DECK & SHOES; EXTENSION PANEL TO REMAIN.
39. PROVIDE OPENING FOR ONE WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
40. NEWSPAPER RACK BY VENDOR

LEGEND

BEER AND WINE SALES | BEER AND WINE STORAGE

OCCUPANCY LOAD
TOTAL OCCUPANCY: 419

TOTAL BEER/WINE SQUARE FEET
TOTAL BEER AND WINE SALES: 48 SQ. FT.
TOTAL SALES: 9057 SQ. FT.
% SALES FLOOR DEVOTED TO BEER AND WINE = .53%



FOR REFERENCE ONLY. SEE CONTRACT DOCUMENTS FOR DETAILED SITE PLAN

EXECUTIVE APPROVAL		DATE
EXEC. VICE PRESIDENT DRUG STORE OPERATIONS	G. KRAISS	12-4-96
SR. VICE PRESIDENT FACILITIES DEVELOPMENT	V. SHIEL	11-22-96
VICE PRESIDENT DRUG STORE OPERATIONS	J. KARLIN	1-8-97
REGIONAL VICE PRESIDENT		
SR. MANAGER PLANNING & DESIGN	J. MARK	12-4-96

FACILITIES PLANNING AND DESIGN
200 WILMOT ROAD DEERFIELD, IL
847-940-2500 60015

PROJECT DATA

TYPE					
NEW LOCATION	☐	GENERAL SALES	☒	FOOD MART	
NEW LOCATION EXISTS BLDG.	☐	PHARMACY	☒	BEER	
REMODEL	☒	LIQUOR	☐	SECURITY	
		1 HOUR PHOTO	☒	24 HOUR ST	

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXIST'G
GEN SALES	EXIST				
	NEW	9057	1467	1198	
CLINIC	EXIST				
	NEW			225	
BEER	EXIST				
	NEW				
1 HR PHOTO	EXIST				
	NEW	225			
BSMT.	EXIST				
	NEW				
MEZZ-ANINE	EXIST				
	NEW				
RX & WAIT'G	EXIST				
	NEW	984			
FOOD MART	EXIST				
	NEW	790			
TOTAL EXIST					
TOTAL NEW		10960	1467	1472	

TOTAL AREA: FIRST FLOOR 13905 SQ.
TOTAL AREA: OTHER LEVELS 0 SQ.
GROSS AREA INCLUDING ALL DEPARTMENTS AND ALL LEVELS 13905 SQ.
RX SHELVING LINEAL FEET 97 LIN
RX SQUARE FOOT AREA 790 SQ.

FIXTURE MANUFACTURER

KIECHLER/ MYERS ☐ | MADIX/ MYERS ☐ | LOZIER/ STORECRAFT

REVISIONS

NO.	DATE	BY	DESCRIPTION
B1	5-28-97	CAB	REVISE IN PER MDL (D103)
2	04/23/07	BL	ADD NEW MASTER BILT WALK-IN COOLER/FREEZER WALL AT RX WAITING, REMOVED CONVECTION OF 12, 1 HOUR PHOTO, ADD 1 NEW DOOR TO EXISTING WALL, WALGREENS TO PROVIDE ALL FIXTURE, CASE, SHELVING AND EQUIPMENT IN PLANNING, LEGEND, FLOOR PLAN & CEILING WERE INDICATED. "PHARMACY WALL" MEDICINE/TOILET TYP OF FLOORING & PAINT TO BE SEMI-FINISH MATERIALS, ADD PLANT FLOORING FROM EMA AND, REMOVED 2' SECTION OF GONDOLA AND CEE OF & ADDED BIN CEILING, REVISE SCOTTY DETAIL PER CLINIC SIGNAGE & VENDOR PACKAGE
3	08/23/08	CAS	ADJUST CLINIC SQ.FT. ACCORDING TO CLINIC LAYOUT

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

STORE NUMBER 03922

PROJECT NAME
WALGREENS STORE
DEL WEBB AND LAKE MEAD
LAS VEGAS, NEVADA
CLINICAL SERVICES REMODEL

DRAWING TITLE
FIXTURE FLOOR PLAN

CADD PLOT: 03922-D1-03-23JUN08
SCALE: 1/8"=1'-0"
DRAWING N
DRAWN BY: B. LEVINE
VOID PLOT: 03922-D1-02-23APR07
DATE: 04/23/07
SUPERSEDES PLAN DATED:
REVIEWED BY: F. LASTNAME
OF DW

TIM MICHALSKI 11/16/2009 12:05 PM G:_ARCHITECTURE\DCR AND WIE\3922\03922-D1-BW-22OCT09

PLOT: L1B3135B

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MAR 21 2011
EOT-41238

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

CORRECTED LETTER

May 21, 2010

Tatsumi International LV, Limited
700 South Flower Street, Suite #2450
Las Angeles, California 90017

RE: SUP-37378 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 19, 2010

Dear Applicant:

The City Council at a regular meeting held May 19, 2010, APPROVED the request for a Special Use Permit FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,120 SQUARE-FOOT RETAIL ESTABLISHMENT WITH A WAIVER OF 400-FOOT DISTANCE SEPARATION REQUIREMENT FROM AN EXISTING PARK at 7599 West Lake Mead Boulevard (APN 138-22-316-009), C-1 (Limited Commercial) Zone. **NOTE: THIS APPLICATION HAS BEEN AMENDED TO REQUEST 79 SQUARE FEET FOR THE ACCESSORY PACKAGE LIQUOR OFF-SALE USE.** The Notice of Final Action was filed with the Las Vegas City Clerk on May 20, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. The sale of alcoholic beverages is ancillary to the retail use and in which no more than 48 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages as shown in the floor plan date stamped on 02/9/10.

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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.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Vicky Skilbred

Vicky Skilbred
Chief Deputy City Clerk

cc: Ms. Rebecca Lidskin
Walgreen Company
104 Wilmot Road, MS#1420
Deerfield, Illinois 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

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EOT-41238

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:

EOT-41276 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: WALGREEN CO. - OWNER: ADSC, LLC - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37376) FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,070 SQUARE-FOOT RETAIL ESTABLISHMENT at 451 South Decatur Boulevard (APN 139-31-221-003), C-2 (General Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

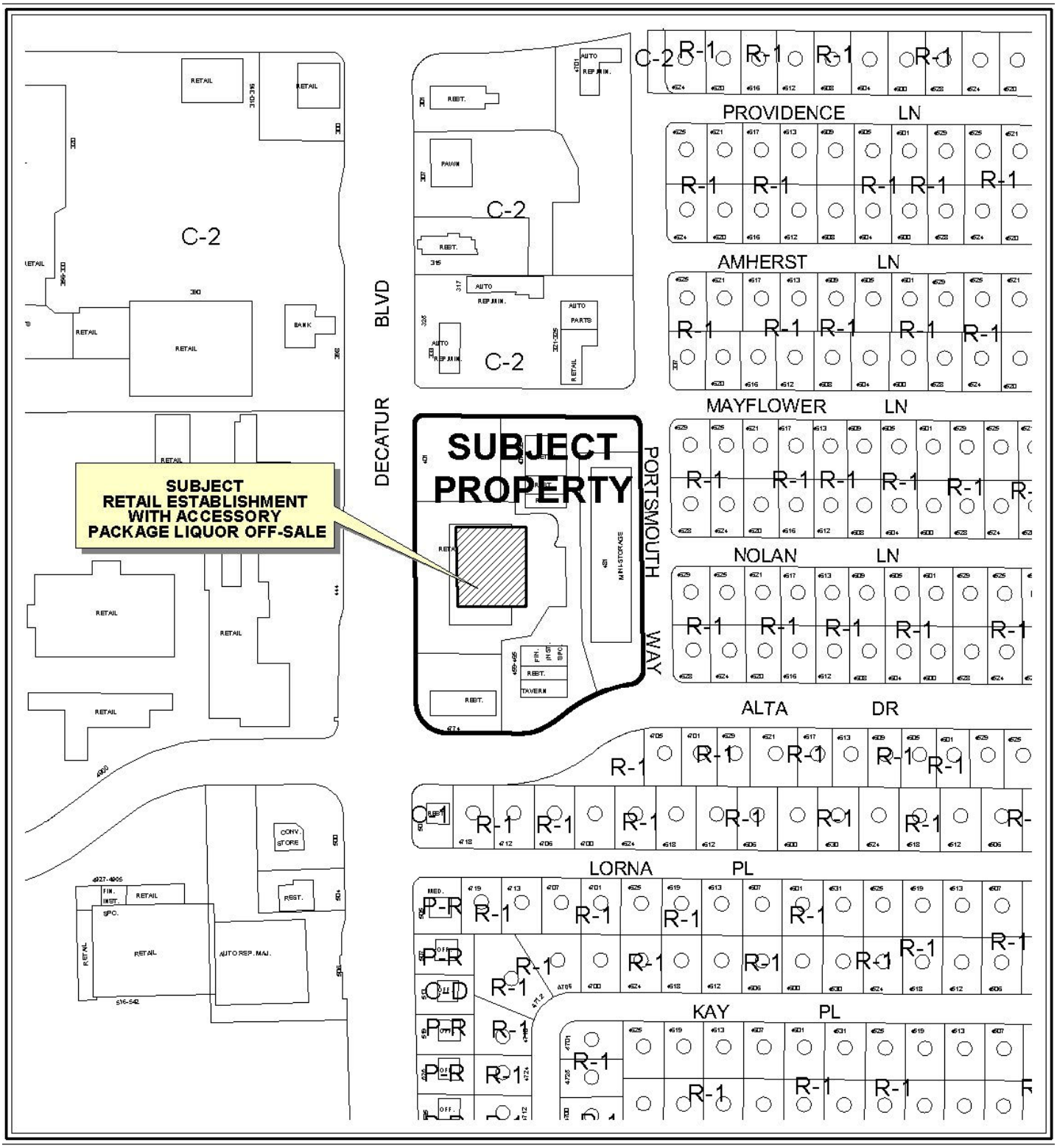
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-37376
5. Justification Letter



0 100 200 Feet

CASE: EOT-41276

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



0 100 200 Feet

CASE: EOT-41276

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WALGREEN CO. - OWNER: ADSC, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41276	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41276 CONDITIONS

Planning

1. This Special Use Permit (SUP-37376) shall expire on April 21, 2012 unless another extension of time is approved by the City Council.

2. Conformance to the conditions of approval of the Special Use Permit (SUP-37376) and all other site related actions as required by the Department of Planning and Department of Public Works.

DS

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is currently occupied by a drug store with previous approval for a Special Use Permit (SUP-37376) for accessory package liquor off-sale within an existing retail establishment located at 451 South Decatur Boulevard. The applicant is requesting an Extension of Time for the Special Use Permit (SUP-37376) to complete and submit the required paperwork for the business license.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/16/01	The City Council approved a request for a variance (V-0020-01) to allow 190 parking spaces where 230 spaces are required on the northeast corner of Decatur Boulevard and Alta Drive. The Planning Commission recommended approval.
06/18/03	The City Council approved a request for a Master Sign Plan (MSP-2240) for a 15,070 square-foot Walgreen's Drug Store at 451 South Decatur Boulevard. The Planning Commission recommended approval; staff recommended denial.
12/15/04	The City Council approved a request for a Required Review (RQR-5372) of a previously approved Variance (V-0020-01) to allow 190 parking spaces where 230 spaces are required on the northeast corner of Decatur Boulevard and Alta Drive.
04/21/10	The City Council approved a request for a Special Use Permit (SUP-37376) for a 48 square-foot accessory package liquor off-sale within the existing 15,070 square-foot retail establishment at 451 South Decatur Boulevard. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
05/25/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/12/03	Business licenses (C05-02274 and D11-00206) were issued for Tobacco Sales and a Drug Store at 451 South Decatur Boulevard. The licenses are still active.
07/18/08	A business license (Q04-00083) was issued for a Pharmacy Firm at 451 South Decatur Boulevard. The license is still active.

Related Building Permits/Business Licenses	
12/31/09	A business license (V02-01900) was issued for a DVD vending Machine at 451 South Decatur Boulevard. The license is still active.
There have not been any recent building permits issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	1.42

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Retail Establishment	SC (Service Commercial)	C-2 (General Commercial)
North	Undeveloped Land/Retail Establishments/Restaurant	SC (Service Commercial)	C-2 (General Commercial)
South	Restaurant/Tavern/Financial Institution	SC (Service Commercial)	C-2 (General Commercial)
East	Mini-Storage Facility	SC (Service Commercial)	C-2 (General Commercial)
West	Shopping Center	GC (General Commercial)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (175 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DS

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-37376) for a 48 square-foot accessory package liquor off-sale within an existing 15,070 square-foot retail establishment. There have not been any recent building permits issued for the site. Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised within an existing structure upon the issuance of a business license to conduct the activity.

FINDINGS

The Special Use Permit has not met the requirements of Title 19.16.110 of the Unified Development Code to exercise the entitlement as a business license has not yet been issued. The applicant is requesting an Extension of Time to complete and submit the required paperwork for the business license. Staff is recommending approval of this request with a one-year time limit. Conformance to the conditions of approval of the Special Use Permit (SUP-37376) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41276** APN: 139-31-221-003

Name of Property Owner: A D S C LLC

Name of Applicant: Walgreen Co.

Name of Representative: Lionel Saywer & Collins

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: By: Atta Decatur, LLC

Print Name: Barry W. Becker

Its: MANAGER

Subscribed and sworn before me

This 23 day of March, 2011

Bunny J. Reiman

Notary Public in and for said County and State

State of Nevada

County of Clark

NOTARY PUBLIC
BUNNY J. REIMAN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 25, 2012
No: 08-6529-1

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PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SUP: Retail Establishment with Accessory Package Liquor Off-Sale

Project Address (Location) 451 South Decatur Boulevard

Project Name Walgreens **Proposed Use** Drug Store (existing)

Assessor's Parcel #(s) 139-31-221-003 **Ward #** 1

General Plan: existing XX proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER A D S C LLC **Contact** _____

Address 50 South Jones Boulevard #100 **Phone:** (702) 878-1903 **Fax:** (702) 878-1057

City Las Vegas **State** NV **Zip** 89107

E-mail Address _____

APPLICANT Walgreen Co. **Contact** Rebecca Lidskin, Attorney

Address 104 Wilmot Road, M.S. #1420 **Phone:** (847) 315-4651 **Fax:** (847) 315-4825

City Deerfield **State** Illinois **Zip** 60015

E-mail Address Rebecca.Lidskin@walgreens.com

REPRESENTATIVE Lionel Sawyer & Collins **Contact** Jennifer Roberts

Address 300 South Fourth Street #1700 **Phone:** (702) 383-8946 **Fax:** (702) 671-2490

City Las Vegas **State** Nevada **Zip** 89101

E-mail Address jroberts@lionelsawyer.com

Property Owner Signature* By: 300 N Alta Decatur LLC

* An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Barry W. Becker
Its manager

Subscribed and sworn before me

State of Nevada
County of Clark

This 8 day of March, 2011.

Bunny J. Reiman

Notary Public in and for said County and State

NOTARY PUBLIC
BUNNY J. REIMAN
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. APRIL 25, 2012
No: 08-6529-1

FOR DEPARTMENT USE ONLY

Case #	EOT-41276
Meeting Date:	5/4/11 CC
Total Fee:	$300
Date Received:*	3/23/11
Received By:	Bu S.

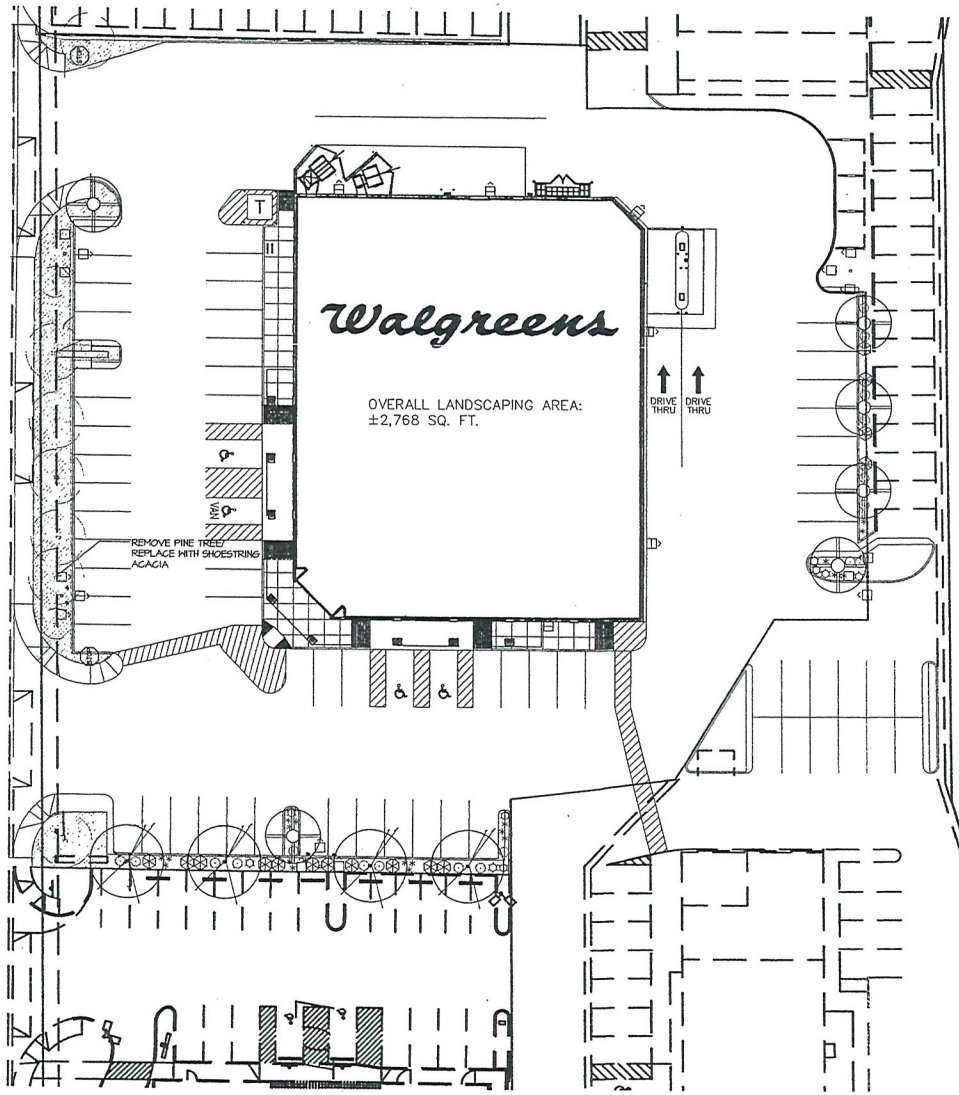
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

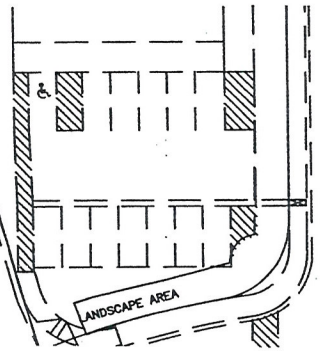
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Revised 10/27/08

I:\depot\Application Packet\Application Form.pdf

6227





PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	REMARKS
	TREES				
	ACACIA STENOPHYLLA	SHOESTRING ACACIA	6	24" BOX	
	PROSOPIS GLANDULOSA 'MAVERICK'	THORNLESS HONEY MESQUITE	4	24" BOX	
	EXISTING TREES				
	PINE		0		
	PLUM		0		
	SHOESTRING ACACIA		0		
	EXISTING LANDSCAPE		0		
	SHRUBS				
	LEUCOPHYLLUM FRUTESCENS 'RIO BRAVO'	RIO BRAVO	15	5 GAL	
	GROUNDCOVERS				
	TEUCRIUM CHAMAEDRYS	GERMANDER	9	5 GAL	
	ACCENTS				
*	HESPERALOE PARVIFLORA 'DUET'	RED/YELLOW YUCCA	21	5 GAL	
	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	REGAL MIST DEER GRASS	18	5 GAL	

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT LIST IS INTENDED AS A REFERENCE ONLY.
2. PLANT MATERIAL IS TO HAVE IDENTIFICATION TAGS ON 10% OF TOTAL QUANTITY OF EACH SPECIES, SHOWING GENUS, SPECIES AND VARIETY, ETC.
3. PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
4. DECOMPOSED GRANITE 3/4" SCREENED, COLOR "MOJAVE GOLD", 2" DEPTH TYPICAL IN ALL PLANTING BEDS. CONTRACTOR TO RECEIVE VERIFICATION OF THIS FROM THE SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY CONSTRUCTION.

WHOLESALE DEALER: KALAMAZOO MATERIALS, INC. 6975 NORTH ORACLE ROAD TUCSON, ARIZONA 85704 ATTN: PAUL D'ALESSIO TELEPHONE: (520) 575-9601 FAX: (520) 575-9604

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PLANTING PLAN

SCALE: 1"=20'-0"

N 20 0 10 20 40 80

Walgreens
FACILITIES PLANNING, DESIGN, & ENGINEERING
108 WILMOT ROAD
DEERFIELD, IL 60015-4616

NO.	DATE	BY	DESCRIPTION	CONST

REVISIONS

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF XXXXXXXX AS SIGNIFIED BY MY HAND AND SEAL.

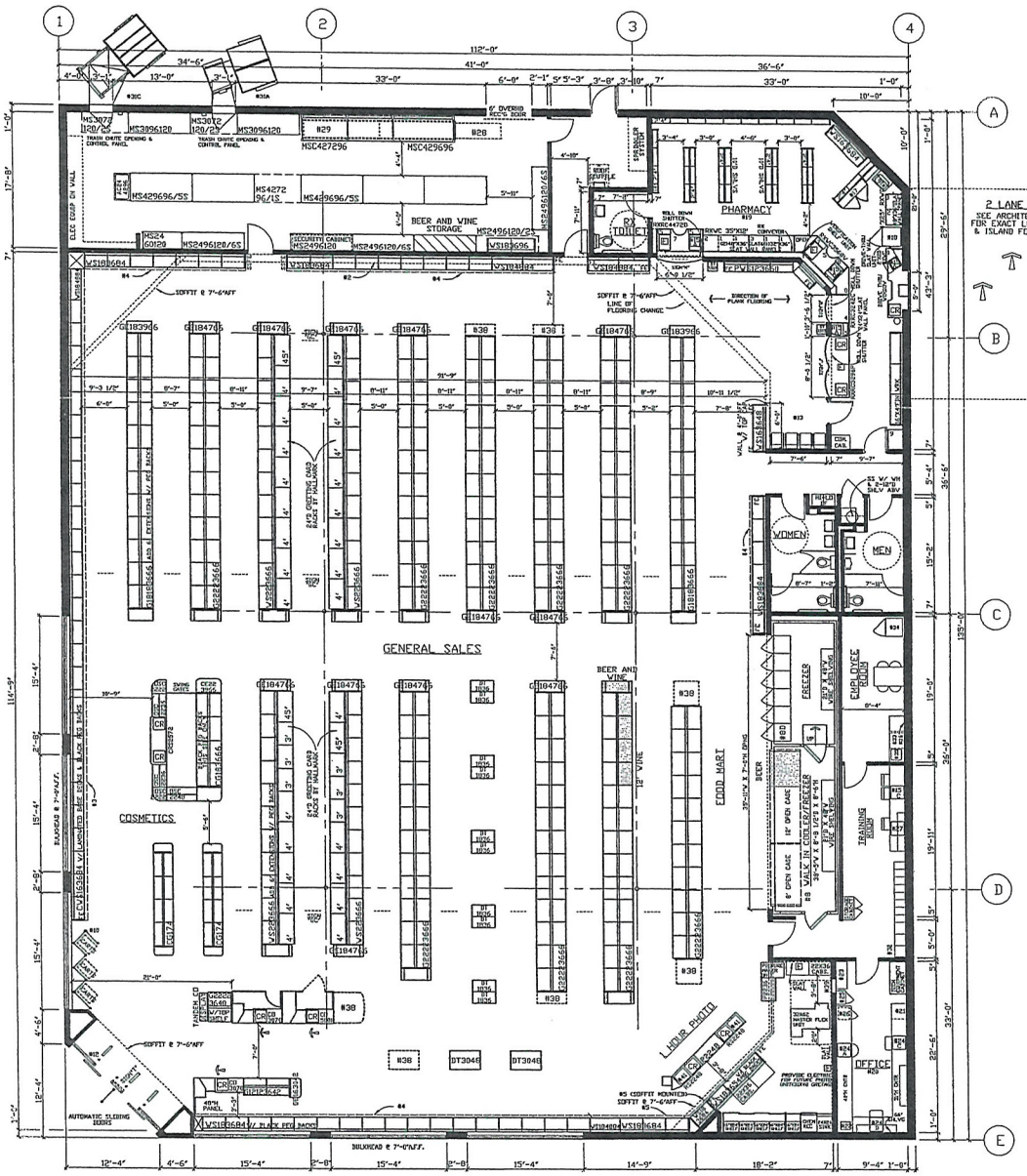
STORE NUMBER 06227

PROJECT NAME
WALGREENS STORE
451 SOUTH DECATUR BOULEVARD
LAS VEGAS, NV

DRAWING TITLE
LANDSCAPING PLAN - BEER & WINE

CADD PLOT: 6227-LA01-BW-13NOV09	SCALE: 1/20 =1'-0"	DRAWING NO.
VOID PLOT:	DRAWN BY: B. HESTER	LA0.1
SUPERSEDES PLAN DATED:	DATE: 11/13/09	
	REVIEWED BY:	OF DWGS.

EOT-41276



INTERIOR HANGING SIGNS

GENERAL SALES AREA:
ALL SIGNS AND AISLE MARKERS @ 10'-6" TO BOTTOM OF SIGN UNLESS OTHERWISE NOTED.
SIGN "L" LIQUOR / THANK YOU
SIGN "T" STORE HOURS SIGN
SIGN "GC" GREETING CARD SIGN
SIGN "D" DOWNTOWN CHECKOUT LANE #
SIGN "CA" CALIFORNIA ACCESSIBILITY SIGN (5'-6" TO BOTTOM OF SIGN)

PHARMACY DEPARTMENT:
REFER TO FIXTURE PLAN FOR REQUIRED SIGNS
SIGN "J" PICK UP PRESCRIPTIONS
SIGN "K" DROP OFF PRESCRIPTIONS
SIGN "Q" CONSULTATION WINDOW
SIGN "TX" T. A. S.

ATTACH SIGNS TO UNDERSIDE OF CASED OPENINGS. REFER TO FIXTURE PLAN FOR SIGN LOCATION. PROVIDE (2) HOLLOW WALL ANCHORS PER SIGN. SCREW THREADED EYEBOLT INTO ANCHOR. HANG SIGNS FROM EYEBOLTS WITH "S" HOOKS.

GENERAL NOTES

GENERAL SALES AREA:
1. PLEASE ALLOW FOR PROPER A.D.A. CLEARANCES ON BOTH SIDES OF ALL DOORS
2. MIRROR ON REAR WALL
3. COSMETIC CORNICE
4. SALES AREA CORNICE (FIXTURE MOUNTED)
5. PHOTO CORNICE (FIXTURE MTD UNLESS NOTED)
6. (NOT USED)
7. MASTER-BILT REACH-IN REFRIGERATION: (PROVIDE 2" AIR SPACE BETWEEN COOLERS AND FREEZERS)
   OPEN FRONT, MEDIUM TEMP. COOLERS (ADD 2" AT EACH END, FOR END PANELS)
   A. __ MD-06: 6'-0"W X 42 7/8"D
   B. __ MD-08: 8'-0"W X 42 7/8"D
   MODEL BEL-ENDLESS REACH-IN FREEZERS (ADD 2" AT EACH END, FOR END PANELS)
   C. __ BEL-5-24: 10'-1 3/8"W X 33 3/4"D
8. MASTER-BILT WALK-IN COOLER: PROVIDE
   __ #1000R COOLMASTER DOORS 2'6 3/8" X 7'3" EACH AND
   6 #1000FR FREEZEMASTER DOORS 2'6 3/8" X 7'3" EACH BY ANTHONY
   A. __ DOOR(S): FOR EACH DOOR PROVIDE (7) __"D BEVO-FLOW GRAVITY SHELVES; UPPER (5) WITH SLIDES AND LOWER (2) WITH ROLLERS COMPLETE WITH UPRIGHTS
   B. __ DOOR(S): FOR EACH DOOR PROVIDE (7) 22"D ANTHONY WIRE SHELVES AND (4) 84" POSTS
   C. __ DOOR(S): __"D ROLLER CONVEYOR AT FLOOR LEVEL
   D. 0 DOOR(S): FOR EACH DOOR PROVIDE (6) 27"D ANTHONY SHELVES
   E. __ DOOR(S): FOR EACH DOOR PROVIDE (2) 27"D ANTHONY SHELVES AND (4) 30"D MERCHANDISER SHELVES
   F. __ DOOR(S) __"D DOUBLE DECK ROLLER CONVEYOR
9. ICE CHEST BY VENDOR
10. CART RAILINGS W/ 10" DISPLAY SHELF ABOVE
11. PROVIDE A 6"H BLACK VINYL BASE AT ALL CHECKOUTS
12. ELECTRONIC ARTICLE SURVEILLANCE SYSTEM

PHARMACY DEPARTMENT:
13. RX WAITING ROOM (4) SEATS
14. PROVIDE #"D SHELVES UNTIL BAKER CELLS ARE INSTALLED
15. COMPUTER TERMINAL
    15A: INTERCOM PLUS TERMINAL
    15C: TRAINING TERMINAL (IN TRAINING ROOM)
16. RX SINK AND CABINET
17. CRX CABINET
18. RX REFRIGERATOR
19. PROVIDE A CARPETED FLOOR WITH A RUBBER RUNNER. RX UNDER COUNTER INSERTS:
    #1 - RX 3 DRAWER VIAL INSERT
    #2 - RX 3 DRAWER FILE INSERT
    #3 - RX OPEN INSERT
    #4 - RX CONSULTATION COUNTER UNIT
    #5 - RX PRINTER INSERT
    #6 - RX 5 DRAWER FILE INSERT
    #7 - RX OPEN INSERT WITH CPU SHELF
    #8 - RX WALL CALL CABINET
    #9 - RX 10 DRAWER FILE CABINET

OFFICE:
20. PROVIDE TILED FLOOR & VINYL WALL COVERING
21. UNDER COUNTER SHELF UNIT
22. COMPUTER PRINTER
23. LATERAL FILE
24. ADMINISTRATION TERMINAL
    24A: P.O.S. TERMINAL
    24B: AS400 TERMINAL
    24C: STAFFWORKS TERMINAL
25. TILL LOCKER
26. SAFE
27. TV & VCR (IN TRAINING ROOM)

STOCKROOM:
28. NEST-A-FLEX CONVEYOR
29. GRAVITY CONVEYOR
30. POWER ROLLER CONVEYOR
31. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF COMPACTORS & COMPACTOR / TOTE ENCLOSURES
    31A: SHREDDER TRASH COMPACTOR
    31B: BALER
    31C: CARDBOARD COMPACTOR

EMPLOYEE ROOM:
32. EMPLOYEE LOCKERS: (3) COAT LOCKERS W/ PERFORATED DOORS, (1) 6 TIER BOX LOCKERS & (1) 2 TIER BOX LOCKERS WITH SAFETY VIEW DOORS
33. 6'-0"W X 2'D EMPLOYEE COUNTER W/ (1) CABINET
34. EMPLOYEE ROOM REFRIGERATOR (PROVIDE 32" CLEARANCE WHEN NEXT TO COUNTER)
35. EMPLOYEE ROOM SINK (IN COUNTER)
36. 6'-0" MIRROR CENTERED ON WALL ABOVE COUNTER

MISCELLANEOUS:
37. 1 - ELECTRICAL OUTLET FOR FUTURE USE
38. VENDOR RACKS: REMOVE BASE DECK & SHOES; (END PANEL TO REMAIN)
39. PROVIDE OPENING FOR ONE-WAY GLASS (SEE INTERIOR ELEVATION FOR LOCATION)
40. NEWSPAPER RACK BY VENDOR
41. PICTURE CARE PLUS TERMINAL

LEGEND

BEER AND WINE SALES | BEER AND WINE STORAGE

OCCUPANCY LOAD
TOTAL OCCUPANCY: 451
TOTAL BEER/WINE SQUARE FEET
TOTAL BEER AND WINE SALES: 48 SQ. FT.
TOTAL SALES: 9926 SQ. FT.
% SALES FLOOR DEVOTED TO BEER AND WINE = 48%

EXECUTIVE APPROVAL

		DATE
SENIOR VICE PRESIDENT FACILITIES DEVELOPMENT		
SENIOR VICE PRESIDENT STORE OPERATIONS		
VICE PRESIDENT STORE OPERATIONS		
REVIEWED BY:	V.G./M.H.	5.29.2002

PROTOTYPE

FIXTURE LEGEND

G	GONDOLA (EA. SIDE)	1818 D.	36 W.	66" H.	ALL OTHER FIXTURES ARE TYPICALLY CALLED OUT DEPTH BY WIDTH. EXAMPLE:
GE	GONDOLA ENDS	18 D.	39 W.	66" H.	
WS	WALL SHELVG	18 D.	36 W.	84" H.	DISPLAY TABLE
		DT	30 W.	48 D.	

*DOES NOT INCLUDE STANDARDS, WOOD GROUNDS OR FINISHED END PANELS

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Walgreens
FACILITIES PLANNING, DESIGN & ENGINEERING
200 WILMOT ROAD
DEERFIELD, IL 60015-4616

PROJECT DATA

TYPE	GENERAL SALES	■	FOOD MART
NEW LOCATION	■ PHARMACY		SECURITY
NEW LOCATION EXISTG BLDG	LIQUOR		24 HOUR STORE
REMODEL	1 HR PHOTO	■	OTHER

SQUARE FOOT AREA SUMMARY

DEPARTMENT		SALES	STOCK	SERVICE	TOTAL EXISTG	TOTAL NEW
GEN SALES	NEW	9926	1725	1303		12,954
	EXIST					
FOOD MART	NEW	700				700
	EXIST					
RX	NEW	788				788
	EXIST					
RX WAIT'G	NEW	193				193
	EXIST					
LIQ	NEW					
	EXIST					
1 HR PHOTO	NEW	435				435
	EXIST					
BSMT	NEW					
	EXIST					
2ND FLOOR	NEW					
	EXIST					
TOTAL NEW		12,042	1725	1303		15,070
TOTAL EXIST					0	

TOTAL AREA: FIRST FLOOR 15,070 SQ. FT.
TOTAL AREA: OTHER LEVELS 0 SQ. FT.
GROSS AREA INCLUDING ALL DEPARTMENTS & ALL LEVELS: 15,070 SQ. FT.
RX SHELVING LINEAL FEET: 96 LIN. FT.

FIXTURE MANUFACTURER

KIECHLER/MYERS | MADIX/POWERS ■ | LOZIER/LOZIER

REVISIONS

NO.	DATE	BY	DESCRIPTION
	1.27.2003	JAL	REVIEWED D1
	4.21.2003	JAL	REVIEWED D1

CERTIFICATION AND SEAL

I HEREBY CERTIFY THAT THIS PLAN AND SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT OR ENGINEER UNDER THE LAWS OF THE STATE OF NEVADA AS SIGNIFIED BY MY HAND AND SEAL.

STORE # 06227

PROJECT NAME
(NEC) DECATUR & ALTA
LAS VEGAS, NV

DRAWING TITLE
FIXTURE FLOOR PLAN

CAD PLOT: F06227D110	SCALE: 1/8" = 1'-0"	DRAWING NO.
VOID PLOT: F06227D109	DRAWN BY: J.LONGANO	D1
RELEASED TO CONSTRUCTION:	DATE: 5.30.2002	
	SUPERCEDED PLAN DATED: 12.20.99	(1) 11W(1)

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

April 22, 2010

Mr. Barry Becker
ADSC, LLC
50 South Jones Boulevard, Suite #100
Las Vegas, Nevada 89107

RE: SUP-37376 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 21, 2010

Dear Mr. Becker:

The City Council at a regular meeting held April 21, 2010, APPROVED the request for a Special Use Permit FOR A 48 SQUARE-FOOT ACCESSORY PACKAGE LIQUOR OFF-SALE WITHIN AN EXISTING 15,070 SQUARE-FOOT RETAIL ESTABLISHMENT at 451 South Decatur Boulevard (APN 139-31-221-003), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 22, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Retail Establishment with Accessory Package Liquor Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

5. The sale of alcoholic beverages is ancillary to the retail use and in which no more than 48 square feet of the retail floor space is devoted to the display or merchandising of alcoholic beverages as shown in the floor plan date stamped on 02/9/10.

6. All beer and wine coolers shall remain in their original manufacturer's configuration of four- or six-packs.

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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Printed with environmentally friendly soy ink.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Ms. Rebecca Lidskin
Walgreen Company
104 Wilmot Road, MS#1420
Deerfield, Illinois 60015

Ms. Jennifer Roberts
Lionel Sawyer & Collins
1700 Bank of America Plaza
300 South Fourth Street
Las Vegas, Nevada 89101

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LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW
1700 BANK OF AMERICA PLAZA
300 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101
(702) 383-8888
FAX (702) 383-8845

lsc@lionelsawyer.com

www.lionelsawyer.com

SAMUEL S. LIONEL
GRANT SAWYER (1918-1996)
JON R. COLLINS (1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RODNEY M. JEAN
HARVEY WHITTEMORE
TODD TOUTON
CAM FERENBACH
LYNDA S. MABRY
MARK H. GOLDSTEIN
KIRBY J. SMITH
COLLEEN A. DOLAN
JENNIFER A. SMITH
DAN R. REASER
PAUL E. LARSEN
ALLEN J. WILT

LYNN S. FULSTONE
RORY J. REID
DAN C. McGUIRE
JOHN E. DAWSON
FRED D. "PETE" GIBSON, III
CHARLES H. McCREA JR.
GREGORY E. SMITH
MALANI L. KOTCHKA
LESLIE BRYAN HART
CRAIG E. ETEM
TODD E. KENNEDY
MATTHEW E. WATSON
SHAWN M. ELICEGUI
JOHN M. NAYLOR
WILLIAM J. McKEAN
ELIZABETH BRICKFIELD
GREGORY R. GEMIGNANI
LINDA M. BULLEN
LAURA J. THALACKER
DOREEN SPEARS HARTWELL
LAURA K. GRANIER
MAXIMILIANO D. COUVILLIER III
ERIN FLYNN
JENNIFER ROBERTS
MARK A. CLAYTON

MICHAEL D. KNOX
MEREDITH L. STOW
DOUGLAS A. CANNON
RICHARD T. CUNNINGHAM
MATTHEW R. POLICASTRO
JENNIFER J. DiMARZIO
PEARL L. GALLAGHER
SUSAN L. MYERS
BRIAN S. PICK
JENNIFER L. BRASTER
LUCAS J. TUCKER
CHRISTOPHER WALTHER

KEVIN J. HEJMANOWSKI
KETAN D. BHIRUD
LAUREN D. CALVERT
ROBERT W. HERNQUIST
TIMOTHY R. MULLINER
COURTNEY MILLER O'MARA
BRIAN H. SCHUSTERMAN
MOHAMED A. IQBAL, JR.
KELLY R. KICHLINE
MARK J. GARDBERG
JAMES B. GIBSON
GREG J. CARLSON
JING ZHAO
JOHN TENNERT

OF COUNSEL
A. WILLIAM MAUPIN
RICHARD J. MORGAN*
ELLEN WHITTEMORE
CHRISTOPHER MATHEWS

*ADMITTED IN CA ONLY

WRITER'S DIRECT DIAL NUMBER:
(702)-383-8946
jroberts@lionelsawyer.com

March 23, 2011

VIA HAND DELIVERY

Planning and Development Department
City of Las Vegas
Development Services Center
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: ***Application for Extension of Special Use Permit - SUP-37376***

To Whom It May Concern:

I am writing on behalf of Walgreen Co. to respectfully request an extension of time on the approval of a special use permit for the addition of accessory "off-sale" packaged beer, wine, and liquor at the premises of Walgreens at 451 South Decatur Bouelvard. The special use permit was approved by the Las Vegas City Council on April 22, 2010, subject to a one-year expiration period unless a business license has been issued. The company is still in the process of completing and submitting its liquor license application. Therefore, the company respectfully requests an extension of the approval for one year to allow additional time to obtain the liquor license.

The location is currently operating and licensed as a drug store in a C-2, General Commercial, zoning district. The proposed sale of packaged liquor will not adversely affect surrounding properties, as this store is within the center of a commercial complex and is located along the major commercial corridor of Decatur Boulevard. There are other businesses in the general area that sale alcohol, so the proposed use is not unique to the area.

As the City Council previously approved a special use permit for the sale of packaged beer, wine, or liquor for consumption off-premises, an extension of time of one year to allow Walgreens to obtain its liquor license would be appropriate.

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Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

cc: Ms. Rebecca Lidskin

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MAR 23 2011
EOT-41276

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 4, 2011

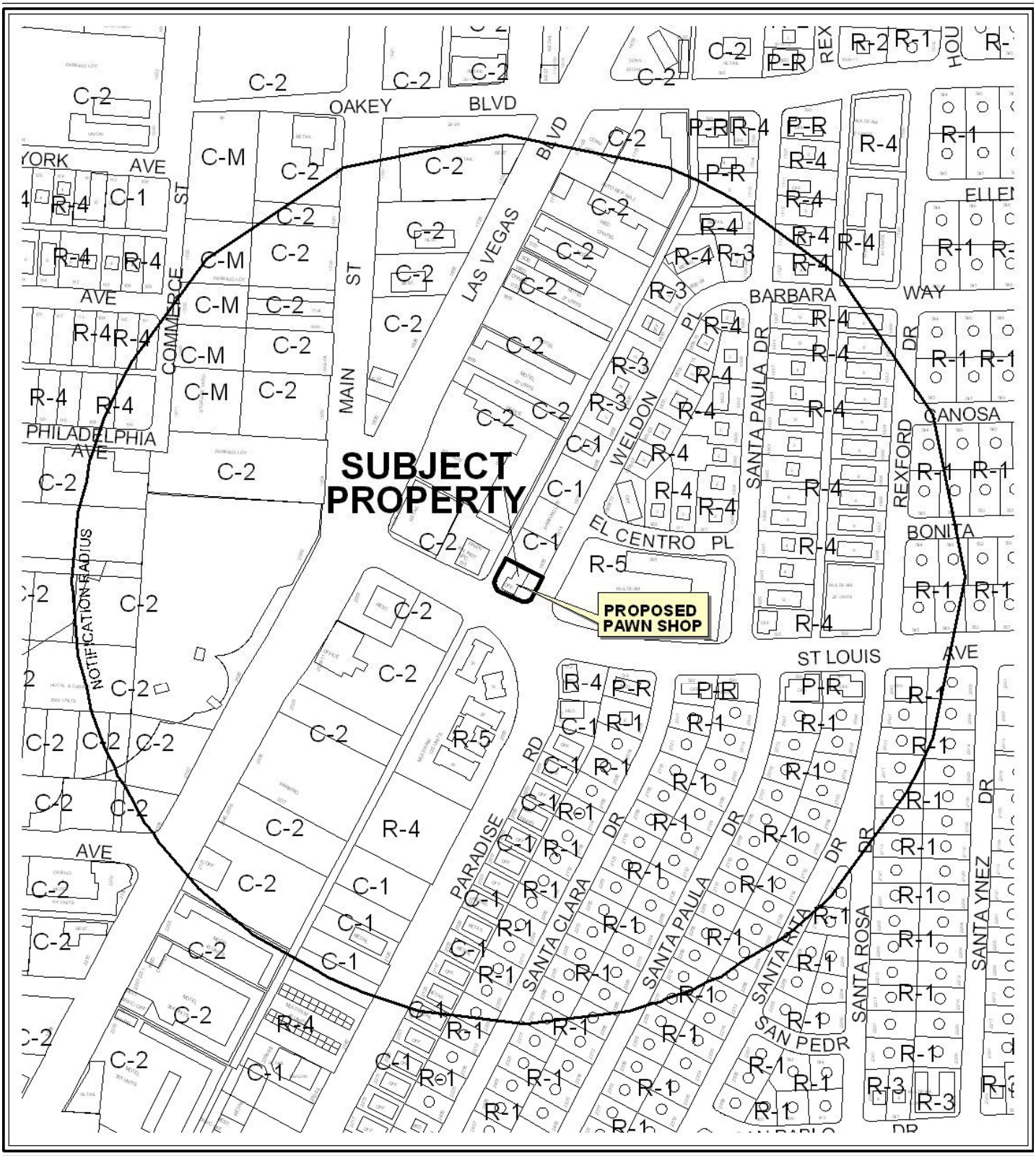
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

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. This item was held in abeyance from the April 20, 2011 City Council meeting.

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 Letters by Todd Kessler dated March 29, 2011 and April 15, 2011
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



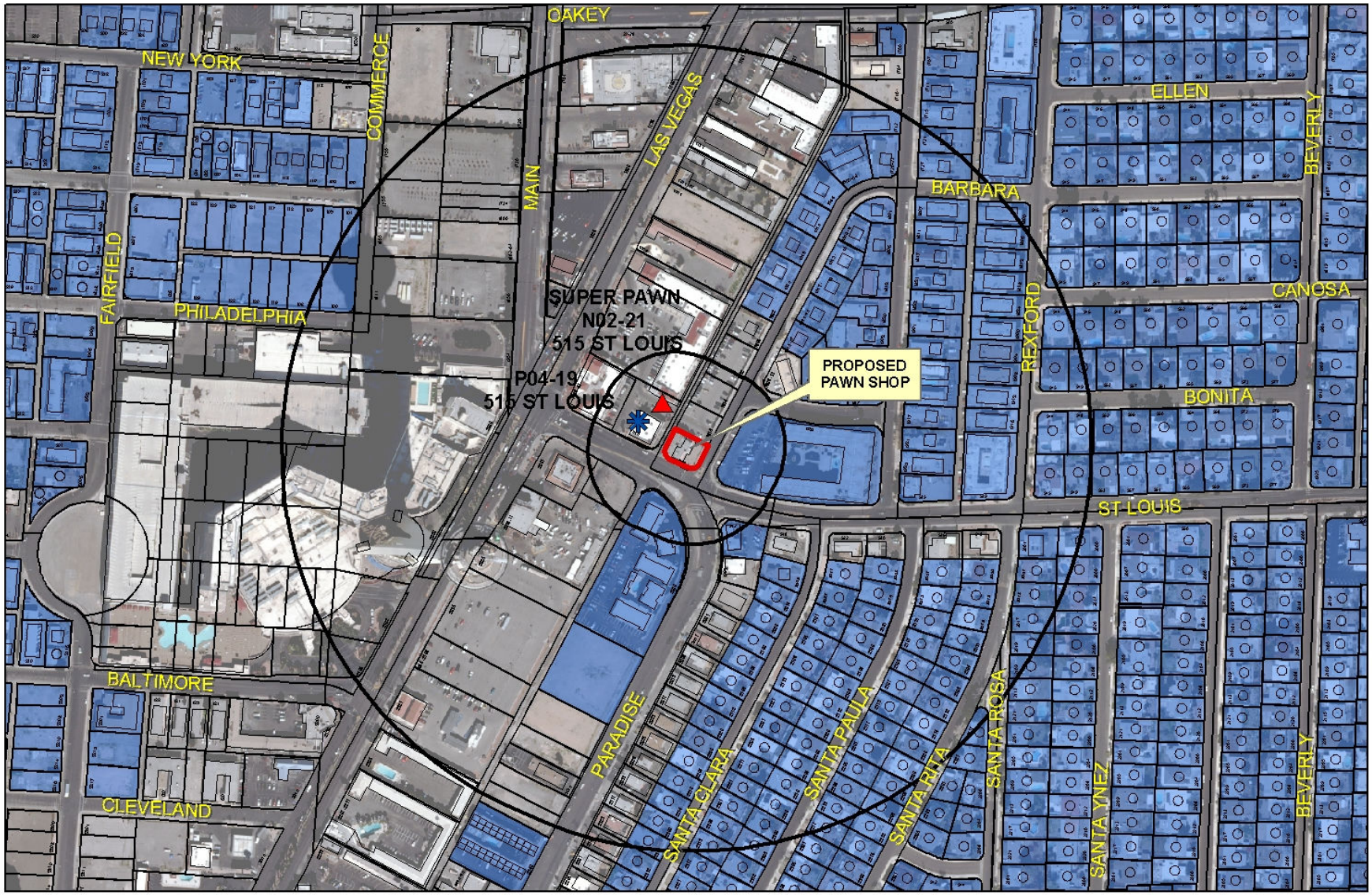
0 300 600 Feet

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: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ACE LOAN COMPANY - OWNER: B F TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE APRIL 20, 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 Page One
May 4, 2011 - City Council Meeting

** 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

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JAN 19 2011

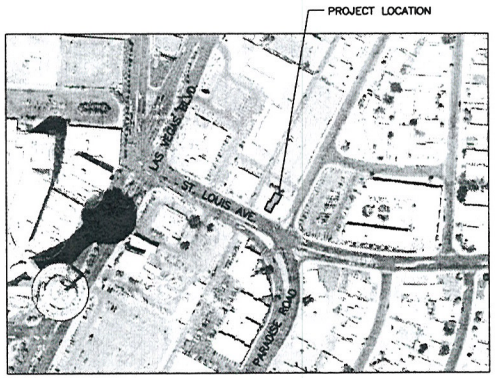
PARKING ANALYSIS – TITLE 19

1,606 S.F. EXISTING BUILDING

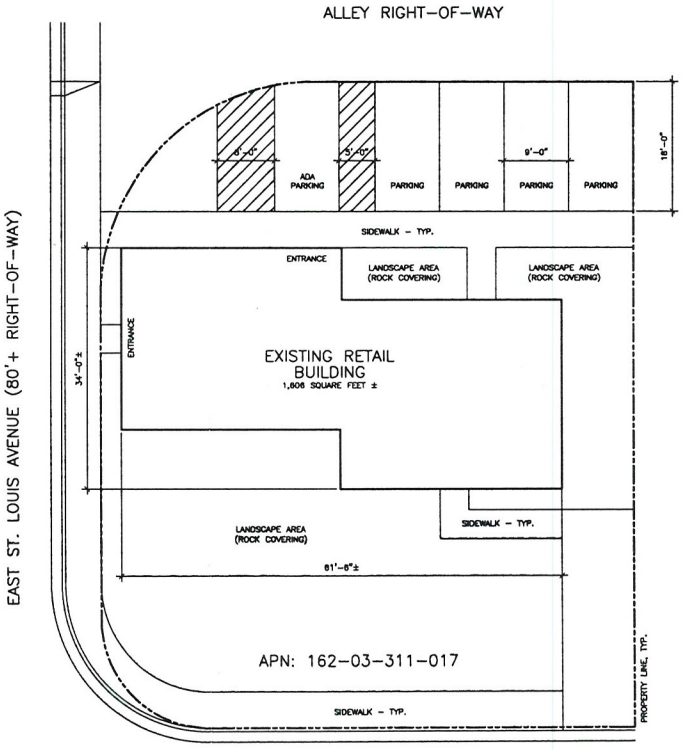
PROPOSED USE – PAWN SHOP USE — 1:250 SF, 6.42 OR 7 SPACES REQUIRED
EXISTING USE – RETAIL — 1:175 SF, 9.177 OR 10 SPACES

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

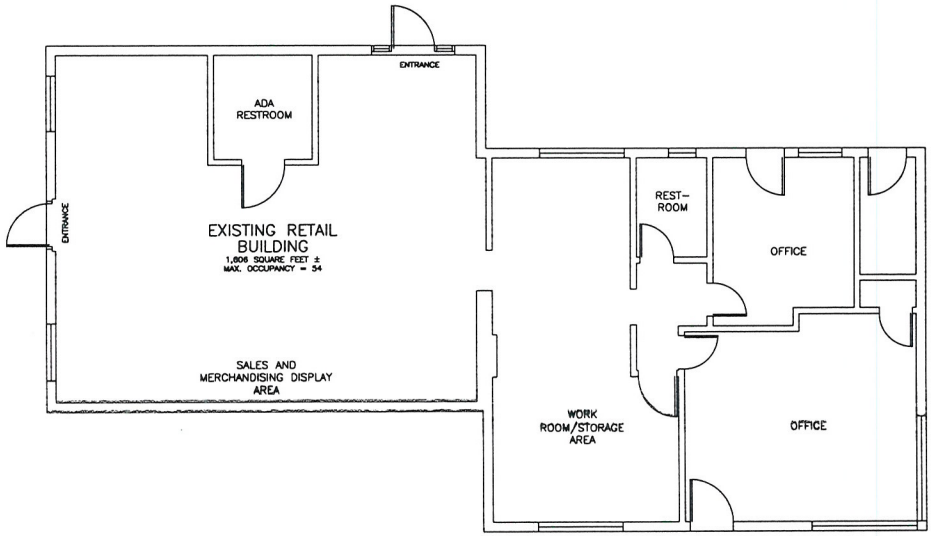
APN: 162-03-311-017

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



SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11



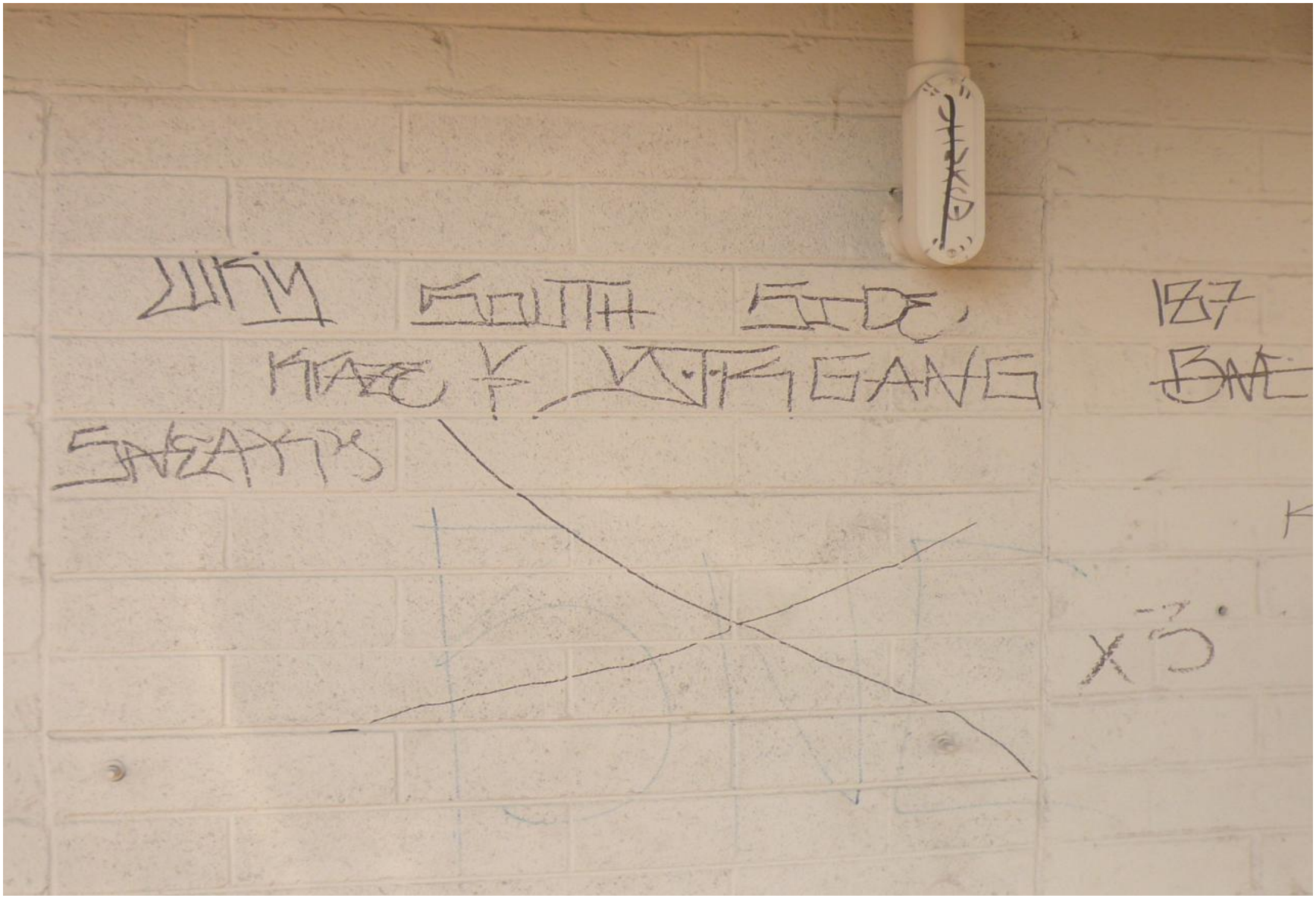
SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11



SUP-40739 – APPLICANT: ACE LOAN COMPANY – OWNER: BF TRUST
519 EAST ST. LOUIS AVENUE

01/26/11



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

Todd Kessler

206 N. 3RD Street

Las Vegas, NV 89101

Tel: 702.953.4320 Fax: 702.477.0045

April 15, 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 from the April 18, 2011 Las Vegas City Council agenda until the May 4, 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

RECEIVED
CITY CLERK
2011 APR 18 A 6:41

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

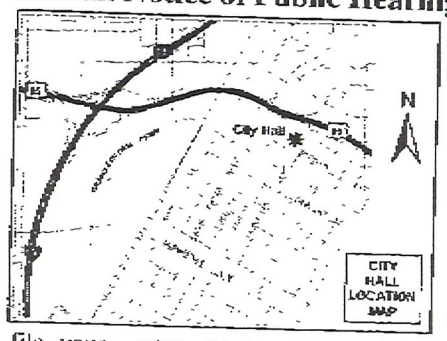
03/04/2011 15:40 FAX 702 366 9413 Mary Bartsas Ent., LLC 001/003

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

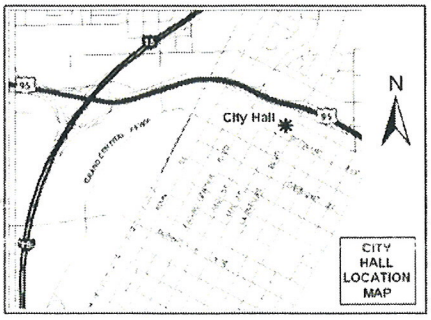
City of Las Vegas
Department of Planning
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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.: **70.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

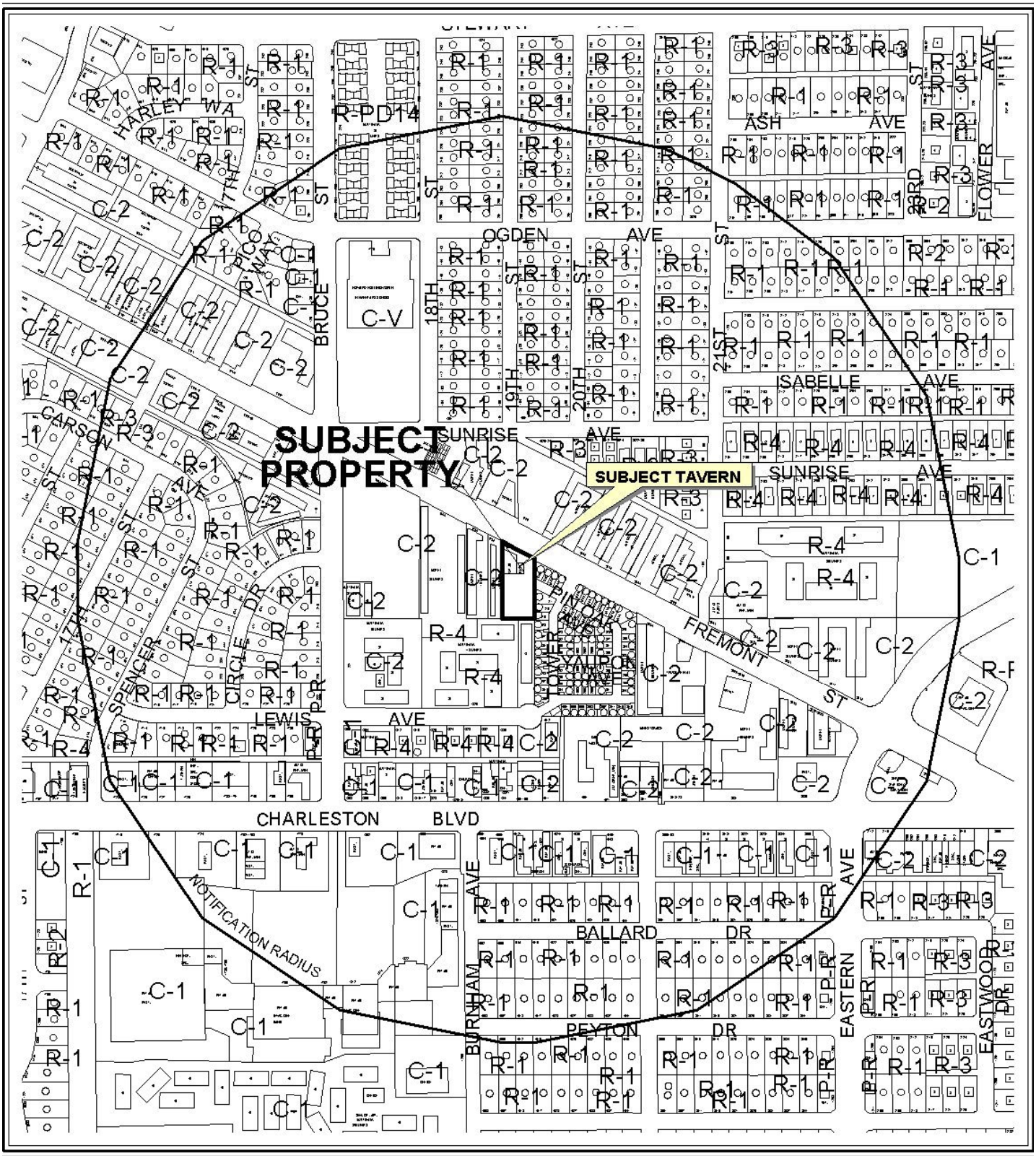
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☒ **Consent** ☐ **Discussion**

SUBJECT:
EOT-41219 - EXTENSION OF TIME – NON-CONFORMING USE - PUBLIC HEARING - APPLICANT/OWNER: FREMONT PROPERTIES, LLC - Request for an Extension of Time of a Non-Conforming Use for a Tavern at 1930 Fremont Street (APN 139-35-803-005), C-2 (General Commercial) Zone, Ward 3 (Reese). 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. Justification Letter



0 200 400 Feet

CASE: **EOT-41219**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



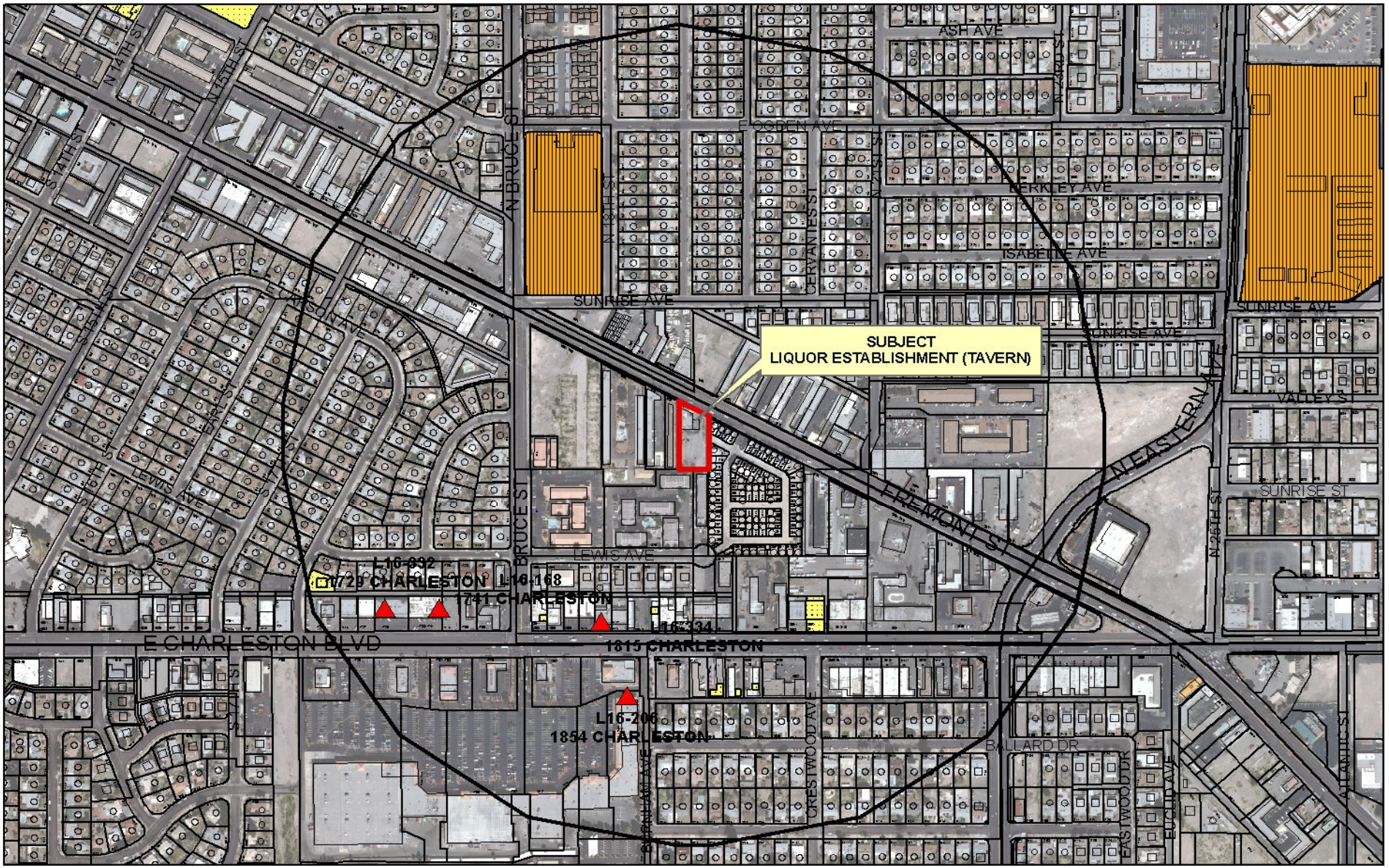
0 200 400 Feet

CASE: **EOT-41219**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



EOT-41219

Taverns

Business Licenses

Child Care/ Children Facility

Tavern

0 250 500 1,000 Feet

RELIGIOUS

CITY PARKS

SCHOOLS

Subject Property

1500 foot buffer

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: FREMONT PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41219	Staff recommends DENIAL.	None

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for an Extension of Time of a non-conforming use for a former Tavern at 1930 Fremont Street. On April 29, 2010, business license L16-00032 for the Tavern was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allows the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application.

Though the applicant meets the requirements outlined in Bill 2010-40, Ordinance 6114 to request a one-year extension of time, staff is recommending denial of this request as conditions have changed and there is now a school in close proximity to the tavern.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc
There is no prior case history for the subject site.

Most Recent Change of Ownership	
10/12/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/01/51	A business license (L16-00032) was issued for a tavern at 1930 Fremont Street. The license is classified as out of business as of 04/29/10.
c.1964	Building on site constructed.
04/25/91	Business licenses (C08-01391, H02-01224, and R07-00174) were issued for amusement machines, handbills, and a pizza take-out establishment at 1930 Fremont Street, Ste B. All licenses are still active.
08/19/09	A building permit (145873) was issued for an ornamental iron fence at 1930 Fremont Street. The permit was finalized on 09/22/09.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Details of Application Request	
Site Area	
Gross Acres	0.63

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Tavern/Restaurant	MXU (Mixed-Use)	C-2 (General Commercial)
North	Retail Establishment	MXU (Mixed-Use)	C-2 (General Commercial)
South	Multi-Family Units	MXU (Mixed-Use)	R-4 (High Density Residential) and C-2 (General Commercial)
East	Single Family Residences	MXU (Mixed-Use)	C-2 (General Commercial)
West	Motel	MXU (Mixed-Use)	C-2 (General Commercial)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Downtown Centennial Plan (East Village)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

A tavern had been in operation at the subject site since 1951, prior to the requirement for a Special Use Permit. In 2003, an elementary school was built approximately 515 feet to the northwest of the subject site. On April 29, 2010, business license L16-00032 for the Tavern was classified as out of business with no subsequent Tavern licenses applied for at the location. There is an elementary school (built in 2003) that is located approximately 515 feet to the northwest, along with two churches (one to the southwest, the other to the southeast) with the closest only 680 feet, and four (4) other taverns with the closest approximately 580 feet from the subject site.

On October 6, 2010, the City Council adopted Bill 2010-40, Ordinance 6114 that allowed the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period extended through an Extension of Time application. In accordance with Bill 2010-40, Ordinance 6114, a public hearing is required so as to notify neighboring homeowners and registered associations the opportunity for comment.

FINDINGS

The applicant is requesting an extension of time for the non-conforming use due to current economic conditions and time to secure a potential client to lease the property. Bill 2010-40, Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. Though the request meets the requirements outlined in Bill 2010-40, the tavern is located in too close proximity to the elementary school; therefore, staff is recommending denial of this request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED 592 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41219** APN: 139-35-803-005

Name of Property Owner: Fremont Properties, LLC

Name of Applicant: John Wolfson

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: John Wolfson

Print Name: John Wolfson

Subscribed and sworn before me

This 15th day of March, 2011

Harpreet Kaur Santa Clara, CA

Notary Public in and for said County and State

HARPREET KAUR
COMM. # 1910425
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Oct. 25, 2014

RECEIVED
MAR 16 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Extension of Time

Project Address (Location) 1930 Fremont St, Las Vegas, NV 89101

Project Name Odyssey Tavern **Proposed Use** Liquor Establishment

Assessor's Parcel #(s) 139-35-803-005 **Ward #** 3

General Plan: existing MXU proposed _____ **Zoning:** existing C-2 proposed _____

Commercial Square Footage 3500 **Floor Area Ratio** _____

Gross Acres 0.66 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Fremont Properties, LLC **Contact** John Wolfson

Address PO Box 41134 **Phone:** (408) 203-1971 **Fax:** (408) 268-4254

City San Jose **State** CA **Zip** 95160

E-mail Address jwolfson@hotmail.com and john.wolfson@gmail.com

APPLICANT Same As Above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* John Wolfson

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John Wolfson

Subscribed and sworn before me

This 15th day of March, 20 11.

Harpreet Kaur

Harpreet Kaur, Santa Clara, CA

Notary Public in and for said County and State

HARPREET KAUR
COMM. # 1910425
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Comm. Expires Oct. 25, 2014

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	EOT-41219
Meeting Date:	5/4/11 PRCC
Total Fee:	$800
Date Received:*	3/16/11
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

RECEIVED
MAR 16 2011

f:\depot\Application Packet\Application Form.pdf

John Wolfson
Fremont Properties, LLC
6525 Crown Blvd
PO Box 41134
San Jose, CA 95160-1134
Phone: (408) 203-1971
Fax: (408) 268-4254
Email: john.wolfson@gmail.com
3/15/2011

Department of Planning
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106
Phone: (702) 229-6301
Fax: (702) 474-7463

Dear Sir or Madam,

I am writing to ask for an Extension of Time for the Liquor Zoning designation for the property located at 1930 Fremont Street, Las Vegas, NV 89101 and to provide justification for this request.

This property has been operating as a tavern since the 1960s. It was most recently known as the Odyssey Tavern. The previous operator was unable to sustain the business and went out of business in April of 2010.

One-third of this two-occupant building is the long-term tenant Odyssey Pizza. With the tavern gone, it has seen its traffic decrease substantially. Also, while there was construction on Fremont St., the traffic coming into the restaurant decreased to barely a trickle for several weeks. As a result, Odyssey Pizza has encountered difficulty meeting its obligations to us as the owners of the building and has been unreliable about paying rent.

Without receiving rent from the former tavern, we have undergone tremendous financial hardship and have experienced difficulty sustaining the mortgage on the property while we are actively looking for a new tenant. We have employed two listing agents to help us in the search for a new tenant.

However, recently we have experienced a renewed sense of hope that this area will regain its former traffic and vibrancy. The road construction is over and we have received more phone calls from prospective tenants enquiring about this property. We remain optimistic that we will be able to rent out this property soon.

Securing a new tenant in this area and in these times is challenging and may take some time. For this reason, we respectfully request a two-year extension for a Liquor Zoning authorization.

Should you have any questions, please do not hesitate to contact me at 408.203.1971.

We look forward to your response.

Yours sincerely,

John Wolfson

RECEIVED
MAR 16 2011
EOT-41219

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: MAY 4, 2011

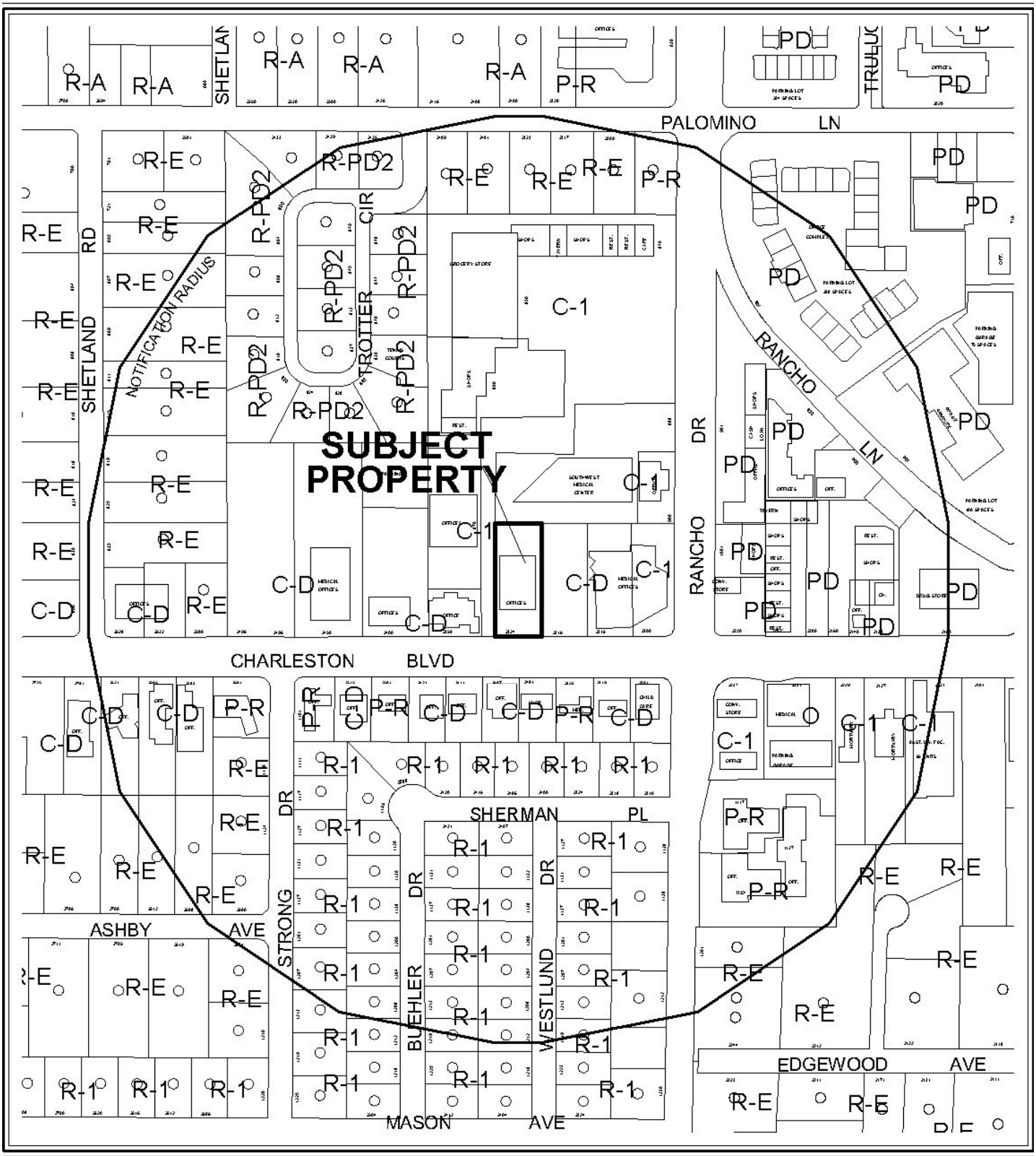
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-41006 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CHARLESTON RANCHO, LLC - Request for a Rezoning FROM: C-D (DESIGNED COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.72 acre at 2324 West Charleston Boulevard (APN 139-32-802-032), Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photos
5. Justification Letter
6. Backup referenced from the April 12, 2011 Planning Commission Meeting Item ZON-41006



0 300 600 Feet

CASE: **ZON-41006**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



0 300 600 Feet

CASE: **ZON-41006**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-D (DESIGNED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CHARLESTON RANCHO, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-41006	Staff recommends APPROVAL.	N/A

RG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Rezoning of property located at 2324 West Charleston Boulevard, from C-D (Designed Commercial) zoning district to C-1 (Limited Commercial) zoning district. The property contains a vacant office building and no new development is being proposed as part of this application. The subject site is one of three parcels zoned C-D (Designed Commercial), but surrounded by C-1 (Limited Commercial) zoned properties. As the proposed C-1 (Limited Commercial) District conforms to the existing land use designation of SC (Service Commercial) and will be compatible with the surrounding land uses and zoning districts, staff recommends approval. If this application is denied, the zoning designation would remain C-D (Designed Commercial).

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/18/71	The Board of City Commissioners approved a request for a Rezoning (Z-0045-71) of property generally located on the north side of Charleston Boulevard between Rancho Road and Shetland Road from R-E (Residence Estates) to C-D (Designed Commercial). The Planning Commission recommended approval.
12/12/91	The Planning Commission approved a request for a Plot Plan and Building Elevation Review (Z-0045-71) for a proposed office building and temporary office trailer on property located at 2324 West Charleston Boulevard. The Department of Planning staff recommended approval.
02/15/92	The City Council approved a request for a Variance (V-0163-91) to allow a proposed office building at 47 percent lot coverage where 30 percent is the maximum lot coverage allowed, and a request to allow a temporary modular trailer office until the permanent office structure is completed on property located at 2324 West Charleston Boulevard. The Board of Zoning Adjustment and staff recommended denial.
05/19/93	The City Council approved a request for an Extension of Time [V-0163-91(1)] which allowed a proposed office building with 47 percent lot coverage where 30 percent is the maximum coverage allowed and allowed a temporary modular trailer office on property located at 2324 West Charleston Boulevard. The Board of Zoning Adjustment and staff recommended approval.
04/20/94	The City Council approved a request for an Extension of Time [V-0163-91(2)] which allowed a proposed office building with 47 percent lot coverage where 30 percent is the maximum coverage allowed and allowed a temporary modular trailer office on property located at 2324 West Charleston Boulevard. The Board of Zoning Adjustment and staff recommended approval.

03/15/95	The City Council approved a request for an Extension of Time [V-0163-91(3)] which allowed a proposed office building with 47 percent lot coverage where 30 percent is the maximum coverage allowed and allowed a temporary modular trailer office on property located at 2324 West Charleston Boulevard. The Board of Zoning Adjustment and staff recommended approval.
03/20/96	The City Council approved a request for an Extension of Time [V-0163-91(4)] which allowed a proposed office building with 47 percent lot coverage where 30 percent is the maximum coverage allowed and allowed a temporary modular trailer office on property located at 2324 West Charleston Boulevard. The Board of Zoning Adjustment and staff recommended approval.
04/12/11	The Planning Commission voted (7-0) to recommend APPROVAL. (PC Agenda Item 6/rg).

Most Recent Change of Ownership	
09/23/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/05/96	A building permit (#96020490) was issued for a three story building at 2324 West Charleston Boulevard. The project was completed on 07/29/97.
07/02/04	A building permit (#04016794) was issued for a tenant improvement remodel at 2324 West Charleston Boulevard. The project was completed on 08/27/04.

Pre-Application Meeting	
02/15/11	A pre-application meeting was held with the applicant where the submittal requirements for a Rezoning were discussed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/03/11	A site visit was conducted by staff. The building on site is vacant and is well maintained.

Details of Application Request	
Site Area	
Net Acres	0.72

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Office (Vacant)	SC (Service Commercial)	C-D (Designed Commercial)
North	Medical Office	SC (Service Commercial)	C-1 (Limited Commercial)
South	Office, Other than Listed General Retail	O (Office)	C-D (Designed Commercial)
East	Parking Lot	SC (Service Commercial)	C-D (Designed Commercial)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y

ANALYSIS

The subject property contains a vacant office building. The request for rezoning will not result in the change of the physical characteristics of the property. The property is located in the Airport Overlay District with a 175-foot height restriction, which will not be impacted by this request. It is part of the Rancho/Charleston Land Use Study and Strategic Plan, which designates the property for service commercial uses.

The C-1 (Limited Commercial) zoning district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The subject property is adjacent to a shopping center to the north and abuts Charleston Boulevard to the south, a primary arterial, as designated by the Master Plan of Streets and Highways.

The proposed rezoning from C-D (Designed Commercial) zoning district to C-1 (Limited Commercial) zoning district will be consistent with the SC (Service Commercial) land use designation of the 2020 Las Vegas Master Plan (Southeast Sector). The proposed rezoning of this property meets the zoning strategy as specified by the Rancho/Charleston Land Use Study and Strategic Plan, by proposing an appropriate C-1 (Limited Commercial) Zoning District with the SC (Service Commercial). This action would fulfill the recommendations contained within the Rancho/Charleston Land Use Study and Strategic Plan; therefore, staff recommends approval.

FINDINGS (ZON-41006)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-1 (Limited Commercial) zoning district is consistent with the existing SC (Service Commercial) land use designation of the General Plan.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed Rezoning to C-1 (Limited Commercial) will be compatible with the surrounding commercial land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The Rancho/Charleston Land Use Study and Strategic Plan designates the subject site for Service Commercial land use. This request to rezone the property to C-1 (Limited Commercial) conforms to the existing land use designation of SC (Service Commercial) of the General Plan and the Rancho/Charleston Land Use study.

4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

The access to the subject site is provided along Charleston Boulevard. This street is adequate in size to meet the requirements of the proposed zoning district.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 20

NOTICES MAILED 133 (By City Clerk)

APPROVALS 0

PROTESTS 7

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-41006** APN: 139-32-802-032

Name of Property Owner: Charleston Rancho LLC

Name of Applicant: Phyllis R. Schwartz

Name of Representative: Robert (Bob) Genzer

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: Phyllis Schwartz manager Charleston Rancho LLC

Print Name: Phyllis R. Schwartz

Subscribed and sworn before me

This 18th day of February, 20 11

_____

Notary Public in and for said County and State

AARON OROSCO
Notary Public State of Nevada
No. 05-100547-1
My appt. exp. Jan. 11, 2014

RECEIVED
FEB 22 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 2324 W. Charleston Blvd.

Project Name _____ **Proposed Use** Office Building

Assessor's Parcel #(s) 139-32-802-032 **Ward #** 1

General Plan: existing SC proposed SC **Zoning:** existing C-D proposed C-1

Commercial Square Footage 21,280. **Floor Area Ratio** n/a

Gross Acres 0.72 **Lots/Units** n/a **Density** n/a

Additional Information This is an existing structure that is unoccupied. Rezoning to C-1 will provide the applicant greater ability to lease the structure as more types of uses are allowed.

PROPERTY OWNER Charleston Rancho LLC **Contact** Phyllis R. Schwartz

Address 2877 Paradise Rd. **Phone:** 360-5510 **Fax:** _____

City Las Vegas **State** NV **Zip** 89109

E-mail Address phylschwar@aol.com

APPLICANT Same as above **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE Genzer Consulting **Contact** Bob Genzer

Address 9612 Hawksbill Ct. **Phone:** 281-7496 **Fax:** 254-4733

City Las Vegas **State** NV **Zip** 89117

E-mail Address genzerconsulting@cox.net

Property Owner Signature* Phyllis R. Schwartz manager Charleston Rancho LLC

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Phyllis R. Schwartz

Subscribed and sworn before me

This 18th day of February, 20 11.

_____

Notary Public in and for said County and State

RECEIVED
FEB 22 2011

AARON OROSCO
Notary Public State of Nevada
No. 05-100547-1
My appt. exp. Jan. 11, 2014

FOR DEPARTMENT USE ONLY

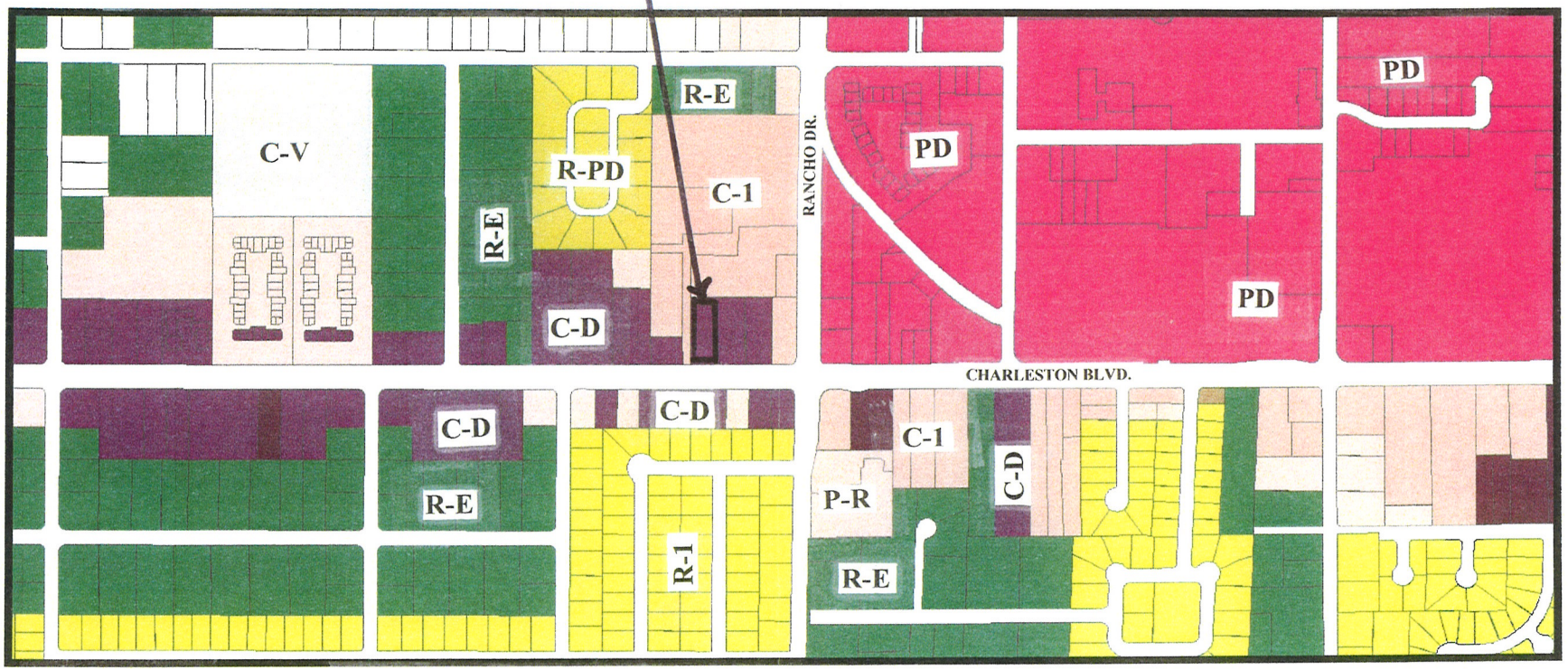
Case #	ZON-41006
Meeting Date:	4-12-11
Total Fee:	$1,200.00
Date Received:*	2-22-11
Received By:	JPM

*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.

SUBJECT PROPERTY TO BE REZONED
FROM: C-D (DESIGNED COMMERCIAL)
TO: C-1 (LIMITED COMMERCIAL)

ZONING LEGEND :

- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- P-R - Profesional Offices And Parking
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-V - Civic
- PD - Planned Development



N

NOT TO SCALE

LOCATION MAP
PROPERTY LOCATED AT 2324 W. CHARLESTON BLVD.
LAS VEGAS, NV
APN: 139-32-802-032

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ZON-41006



ZON-41006 – APPLICANT/OWNER: CHARLESTON RANCHO, LLC
2324 WEST CHARLESTON BOULEVARD

03/03/11

February 15, 2011

Mr. Flinn Fagg, Acting Director
City of Las Vegas
Planning and Development Department
330 N. Rancho Dr.
Las Vegas, NV 89106

Re: 2324 W. Charleston Blvd.
APN: 139-32-802-032

Dear Mr. Fagg:

This letter is submitted as justification for an application for Rezoning for the above listed property. The parcel is located in Ward 1, on the north side of Charleston Boulevard, a 100 foot wide primary roadway, approximately 330 feet west of Rancho Drive, a 100 foot wide primary roadway. The surrounding area is primarily commercial and office, with the Las Vegas Medical District located east of Rancho Drive. Single-family residential in the rural to low density range is located to the north and south of the commercial properties along Charleston Boulevard.

The request is to change the existing C-D (Designed Commercial) designation to C-1 (Limited Commercial) to allow the applicant greater flexibility in attracting a tenant for the existing office structure on the site. As you are aware, the C-D district was designed to provide standards for the development of light commercial uses along this section of Charleston Boulevard, while acting as a buffer to the adjacent low density residential properties. In this particular case there is no adjacent residential. In fact, while the two adjacent parcels to the east are similarly zoned C-D, the property to the immediate north and west is the site of a long-standing commercial shopping center zoned C-1. To the west of that property are additional C-D parcels that buffer the closest residential to this site, approximately 150 feet west and 100 feet north of the subject parcel. It should also be noted that in the proposed Unified Development Code, the C-D district is to be converted from a zoning district to an overlay district. Lastly, and possibly most importantly, the Rancho/Charleston Study Area Proposed Future Land Use Plan designates the subject property for Service Commercial use.

As the applicants representative for this application I will be happy to provide any additional information you may require or respond to any questions you may have. Thank you for your consideration.

Respectfully,

Robert S Genzer
Genzer Consulting

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FEB 22 2011

ZON-41006

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 385-7268 Fax

SUBJECT: ZON-41006 – APPLICANT/OWNER: CHARLESTON RANCHO, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***APRIL 12, 2011*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney at (702) 385-7268***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***APRIL 11, 2011***.

Signature

4/6/11
Date

ROBERT S GRENZER
Please Print Name

GRENZER CONSULTING
Company Name

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

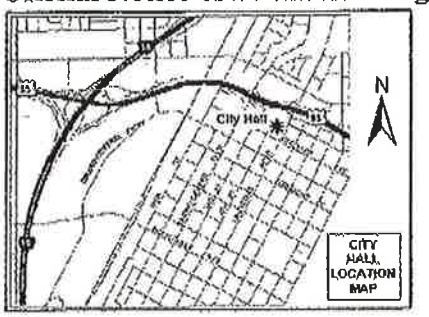
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APR – 6 2011

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
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0004279218 MAR 31 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41006
Planning Commission Meeting of 4/12/2011

Case: ZON-41006
13932810010
GARCIA MARIO A & ELSA F
824 TROTTER CIR
LAS VEGAS NV 89107-4501

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APR 11 2011

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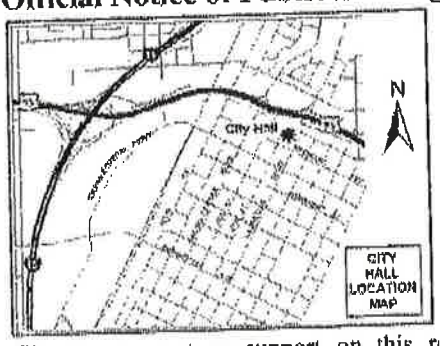
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



SHOULD EXPLAIN WHAT THIS IS ABOUT!

CO-C1-?

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning, Case Planning Division at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41006

Planning Commission Meeting of 4/12/2011

Case: ZON-41006

16205513036
MALINOWSKI ROBERT C
1207 WESTLUND DR
LAS VEGAS NV 89102-2142

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAR 31 2011
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.

ZON-41006

Planning Commission Meeting of 4/12/2011

OVER

AK 04-01-11 LV NV 891 AK

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APR - 6 2011

Case: ZON-41006

16205511021
BAUGHN CORNELIUS A & PATRICIA A
2406 SHERMAN PL
LAS VEGAS NV 89102-2150

32 BRDFN11 89102

Application Information

ZON-41006 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: CHARLESTON RANCHO, LLC - Request for a Rezoning FROM: C-D (DESIGNED COMMERCIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.72 acre at 2324 West Charleston Boulevard (APN 139-32-802-032), Ward 1 (Tarkanian).

NOT ENOUGH INFORMATION —

WHAT IS THE DIFFERENCE BETWEEN A C-D AND A C-1 ?

THIS IS A GOOD EXAMPLE OF THE ~~WASTE~~ WASTE OF TAXPAYER MONEY — LOIS LOST OUR VOTES,

C. C - TARKANIAN

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*April 12, 2011*
Time:	6:00 P.M.
Location:	City Council Chambers 400 Stewart Avenue Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Case Planning Division, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAR 31 2011
MAILED FROM ZIPCODE 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41006

Planning Commission Meeting of 4/12/2011

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APR - 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: ZON-41006

16204101015
RENTCHLER JOHN M
1201 S RANCHO DR
LAS VEGAS NV 89102-2216

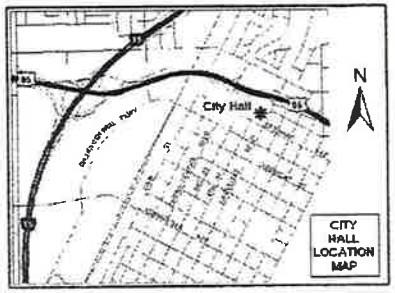
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested

Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-41006

Planning Commission Meeting of 4/12/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES

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0004279218 MAR 31 2011
MAILED FROM ZIPCODE 89101

RECEIVED
APR - 4 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

PLEASE DO NOT URBANIZE CHARLESTON

Case: ZON-41006
16205511001
REZA JAMES P & STACI D
1201 STRONG DR
LAS VEGAS NV 89102-2100

32 BRDFN11 89102

04/01/2011 13:38 17022569688 CDC INC PAGE 01/01

6P

April 11, 2011

Planning Commission
City of Las Vegas

RE: Case Number: ZON-41006 on the 4/12/2011 Agenda

Dear Commissioners,

I am the President of the McNeil Estates Neighborhood Association. The McNeil Neighborhood is located to the south of Charleston Boulevard between Rancho and Cashman Drive.

I am opposed to the rezoning of the subject property, 2324 West Charleston Boulevard, from C-D (Designed Commercial) to C-1 (Limited Commercial). Further, I request that it be removed from the one-motion, one-one vote agenda, so that it may receive individual consideration.

It is vital to the livability of our neighborhood, that commercial activities in properties on the margins of our area are firmly consistent with the quiet, residential character of the area. C-1 zoning will allow a more intensive use of this property that has the potential to harm our amenities. Given that there is no specific proposal for the use or development of this site, it seems unnecessary to give blanket approval for a zoning change.

I disagree with the Planning Department's staff recommendation for three reasons. First, the report inaccurately states that the property to the west of the subject property is zoned C-1. In fact, the C-1 property is to the northwest and does not front Charleston. The property fronting Charleston that is immediately to the west of the subject property is zoned C-D, as are all other properties along Charleston except for the lot situated exactly on the northwest corner of Rancho and Charleston. Therefore, there is no equitable reason to change the zoning for this property. In fact, doing so would only create equitable arguments for other properties along Charleston to seek the same status, which would certainly affect the character of our area.

Second, the staff report itself states that the C-1 "should be confined to the intersections of primary and secondary thoroughfares along major retail corridors." This property is not at any intersection, but is removed 330 feet from that intersection. This will only increase pressure to allow more intensive uses along Charleston that will erode the effectiveness of the C-D designation.

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Third, the staff report suggests that this zoning change would be consistent with the Charleston/Rancho Land Use Study and Strategic Plan. The planning report speciously states that a rezoning is appropriate because that study designates the area as Service Commercial. However, that justification would eviscerate the protective designation of C-D altogether, in favor of a less restrictive C-1 designation that could harm adjacent neighborhood areas.

I ask that you deny this request, at least until such time as it can be presented with a particular proposed use of the property so that the specific impacts can be adequately considered.

Sincerely,

Bret Birdsong
President, McNeil Estates Neighborhood Ass'n
702-731-9136

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APR 11 2011

April 13, 2011

To Whom It May Concern:

Please consider this correspondence a written form of strong opposition to the zoning change proposal, number ZON41006, located adjacent to our residential property.

Thank you.

Christine Rothermel Zipf

David Zipf

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APR 14 2011

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 4, 2011

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

SUBJECT:

RQR-41070 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC. - Request for a Required Review of a previously approved Special Use Permit (SUP-11419) WHICH ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000-FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL.

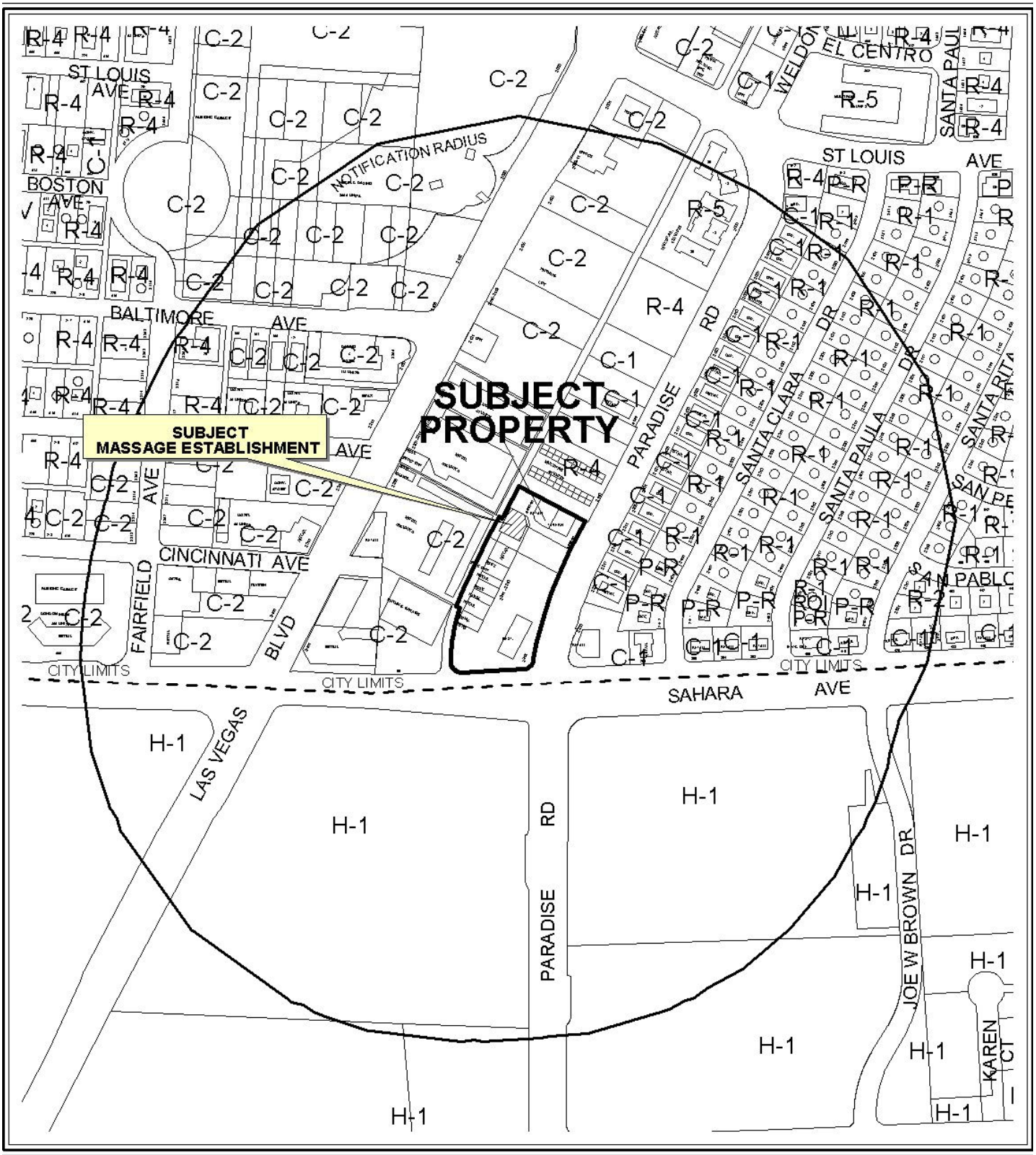
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. City Council Approval Letter for RQR-40547
6. City Council Approval Letter for RQR-36890
7. City Council Approval Letter for RQR-29379
8. City Council Approval Letter for SUP-11419



0 300 600 Feet

CASE: **RQR-41070**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



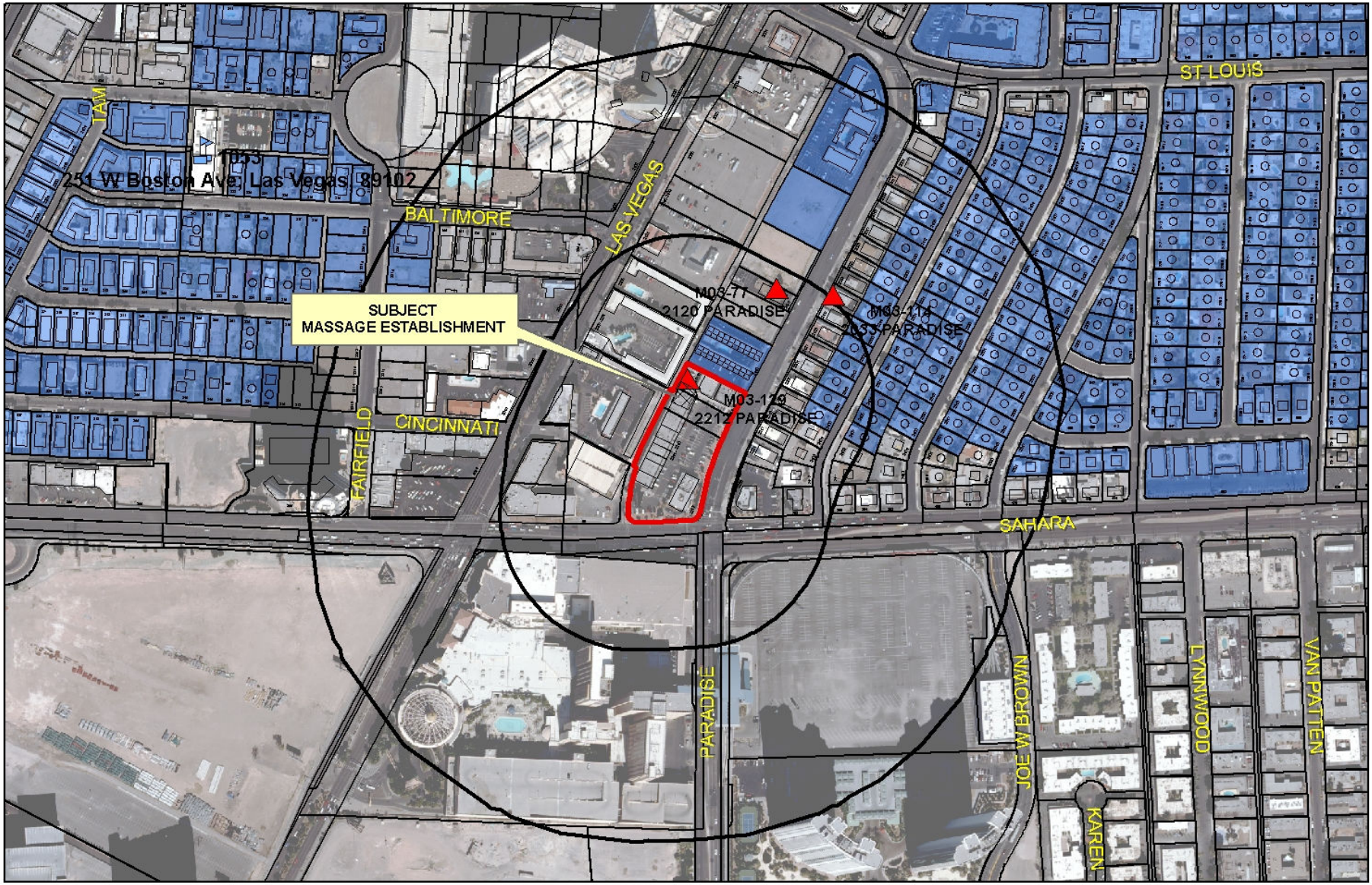
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CASE: **RQR-41070**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-41070
Massage Establishment

Business Licenses
- Massage Establishment
- Child Care/ Children Facility

Protected Landuses
- RELIGIOUS
- CITY PARKS
- SCHOOLS

Subject Property
Residential Property
400' & 1000' Buffer

0 255 510 1,020 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 4, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-41070	Staff recommends APPROVAL.	None

DS

** STAFF REPORT **

PROJECT DESCRIPTION

This is the fourth request for a Required Review of the previously approved Special Use Permit (SUP-11419) that allowed a 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing massage establishments. The Massage Establishment is located within an existing shopping center at 2212 Paradise Road. Since the last Required Review (RQR-40547) in February 2011, there has not been any negative police activity/incidents reported, nor have any complaints been received from neighboring businesses regarding the subject site; therefore, staff is recommending approval of this request with no further reviews.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/05/06	The City Council approved a request for a Special Use Permit (SUP-11419) for a 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing massage establishments and a waiver to allow the business to be open 24 hours a day at 2212 and 2214 Paradise Road. The Planning Commission recommended approval; staff recommended denial.
10/01/08	The City Council approved a request for a Required Review (RQR-29379) of a previously approved Special Use Permit (SUP-11419) for a 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing massage establishments and a waiver to allow the business to be open 24 hours a day at 2212 and 2214 Paradise Road. Staff recommended denial. Note: City Council amended the hours of operations to be open from 9:00 a.m. to 11:00 p.m.
02/17/10	The City Council approved a request for a Required Review (RQR-36890) of a previously approved Special Use Permit (SUP-11419) for a 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing massage establishments at 2212 and 2214 Paradise Road. Staff recommended denial.
	The City Council approved a related request for a Review of Condition Number 5 (ROC-36892) of a previously approved Special Use Permit (SUP-11419) to allow 24-hour operations for a Massage Establishment at 2212 Paradise Road. Note: City Council only allowed the business operations to be from 9:00 a.m. to 3:00 a.m.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/02/11	The City Council approved a request for a Required Review (RQR-40547) of a previously approved Special Use Permit (SUP-11419) for a 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing massage establishments at 2212 and 2214 Paradise Road. Staff recommended approval.

Most Recent Change of Ownership	
11/01/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
09/16/04	A business license (M12-01099) was issued for Massage Therapy at 2212 Paradise Road. The license is still active.
03/01/10	A business license (M03-00129) was issued for a Massage Establishment at 2212 Paradise Road. The original license was issued on 04/20/03.
06/15/10	A business license (M12-01902) was issued for Massage Therapy at 2212 Paradise Road. The license is still active.
07/19/10	A business license (M12-01911) was issued for Massage Therapy at 2212 Paradise Road. The license is still active.
There have not been any recent building permits issued for the subject site.	

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/22/11	Staff conducted a field check of the subject site and found some trash on both the sidewalk and in the parking areas in front of the business: no other discrepancies noted.

Details of Application Request	
Site Area	
Gross Acres	0.36

Surrounding Property	*Existing Land Use Per Title 19.04*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Massage Establishment	C (Commercial)	C-1 (Limited Commercial)
North	Retail Establishment/Tavern	C (Commercial)	C-1 (Limited Commercial)
South	Shopping Center	C (Commercial)	C-1 (Limited Commercial)
East	Offices	C (Commercial)	C-1 (Limited Commercial)
West	Motels	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			
G-O (Gaming Enterprise Overlay) District	X		Y
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

ANALYSIS

This is the fourth request for a Required Review of the previously approved Special Use Permit (SUP-11419) that allowed a 1,200 square-foot expansion of an existing Massage Establishment with a waiver of the minimum 1,000 foot separation requirement from three existing massage establishments at 2212 Paradise Road. Since the last Required Review (RQR-40547) in February 2011, there has not been any negative police activity/incidents reported, nor have any complaints been received from neighboring businesses regarding the subject site.

FINDINGS

As there has not been any negative police activity or complaints received against the subject establishment since the last required review in February 2011, staff is recommending approval of this request with no further reviews.

DS

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 733 (By Planning)

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-41070** APN: 16203411010

Name of Property Owner: Chetak Development, Inc.

Name of Applicant: Princess Massage

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?

XX 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: Richard W. Truesdell (Planning Commission)

Partner(s): Will Kemp _____

APN: 16203411010

Signature of Property Owner: Will Kemp, Pres.

Print Name: Will Kemp, Pres.

Subscribed and sworn before me

This 22nd day of February, 2011

Melody Howard

Notary Public in and for said County and State

MELODY HOWARD
Notary Public State of Nevada
No. 99-37014-1
My appt. exp. Jan. 15, 2012

Revised 02.14.2011

F:\Depot\Public\Forms\Application Packet\Statement of Financial Interest.doc

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FEB 28 2011

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: 90 day review

Project Address (Location) 2212-2214 Paradise Road

Project Name Princess Massage **Proposed Use** Massage Establishment

Assessor's Parcel #(s) 16203411010 **Ward #** 3

General Plan: existing C proposed _____ **Zoning:** existing C1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.36 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Chetak Development, Inc. c/o Cornerstone Company **Contact** Justin Michaels

Address 9901 Covington Cross Dr., #170 **Phone:** 383-3033 **Fax:** 383-8576

City Las Vegas **State** NV **Zip** 89144

E-mail Address jmichaels@cornerstonecompany.com

APPLICANT Princess Massage **Contact** Douglas Wingo

Address 2212 Paradise Rd **Phone:** 630-9920 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89104

E-mail Address Oceans0023@Hotmail.com

REPRESENTATIVE _____ **Contact** _____

Address _____ **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* Will Kemp Rep.

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Will Kemp, Rep.

Subscribed and sworn before me

This 22nd day of February, 2011

Melody Howard

Notary Public in and for said County and State

MELODY HOWARD
Notary Public State of Nevada
No. 99-37014-1
My appt. exp. Jan. 15, 2012

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FEB 28 2011

FOR DEPARTMENT USE ONLY

Case #	ZQR-41070
Meeting Date:	5/4/11
Total Fee:	$800.00
Date Accepted:	2/28/11
Accepted By:	BMS

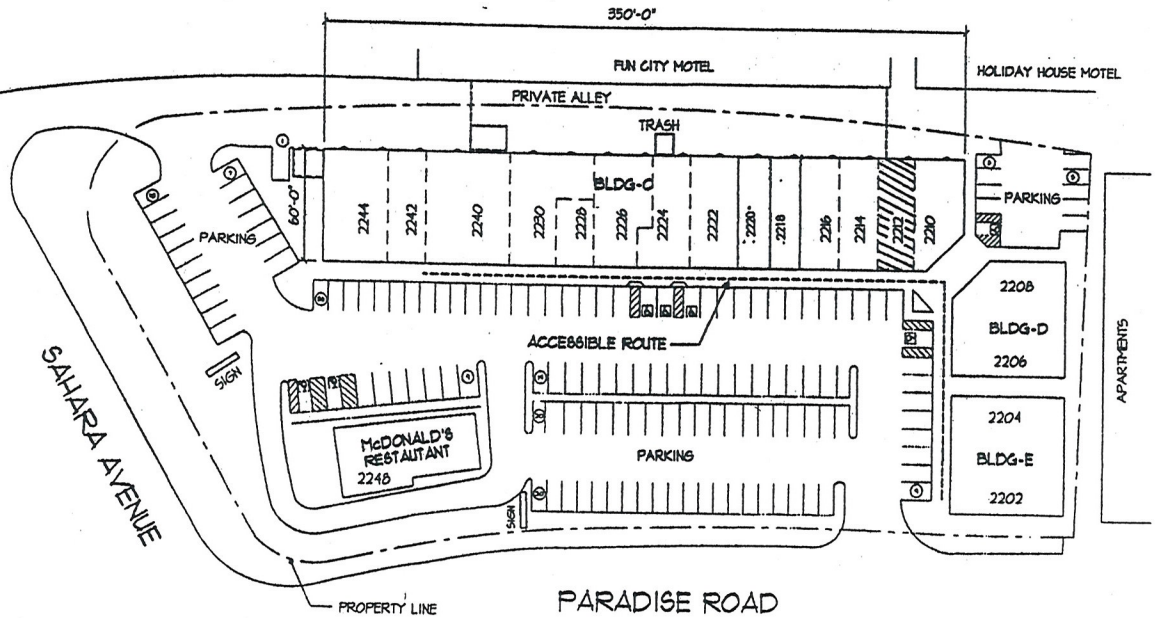
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections for the Zoning Ordinance.

PROJECT DATA

ADDRESS:	N.W.C. OF PARADISE ROAD & SAHARA AVENUE LAS VEGAS, NEVADA
SITE AREA:	99,639 S. F. / 2.29 AC.
ZONING:	C-1
BLD'G C:	20,800 SQ. FT +/-
BLD'G D:	3,400 SQ. FT +/-
BLD'G E:	3,600 SQ. FT +/-
McDONALD'S	3,087 SQ. FT +/-

Applicant

Princess Massage
2212 Paradise Road
Las Vegas, Nevada 89102



PARKING ANALYSIS

SUITE NO.	PRESENT TENANT'S NAME	OCCUPANCY	APPROX. AREA	NEW PARKING REQ'D.
2200-08	STAR POINT RESORT	OFFICE	5,945 S.F.	20
2216	STAR POINT RESORT			
2224	ALL STATE INSURANCE			
2228	SIGNATURE LOAN			
2214	SARNO'S COLLECTIBLES (Nascar)	RETAIL	6490 S.F.	26
2222	60SSIP HAIR STYLE			
2240	RENT-A-DRESS TUX			
2242	MOVIE POSTER			
2250	VACANT	FURNITURE	1150 S.F.	4
2244	VACANT	OFFICE ⚠	2400 S.F.	8
2202-04	HILLY'S SALOON	RESTAURANT	5600 S.F.	32
2210	CARIBBEAN RESTAURANT	RESTAURANT	1630 S.F.	11
2212	PRINCESS MASSAGE	MASSAGE	1580 S.F.	8
2226	VACANT ⚠	RESTAURANT	1500 S.F.	15
2218-20	INDIA OVEN	RESTAURANT	2510 S.F.	24
2248	McDONALD'S RESTAURANT	RESTAURANT	3087 S.F.	31
		TOTAL PARKING REQ'D.		150
		1993 VARIANCE		30
		NET PARKING REQ'D		140
		PARKING PROVIDED:-		
		STANDARD		98
		HANDICAP		1
		COMPACT		33
		TOTAL EXISTING PARKING		139
		ADDED NEW PARKING		2
		TOTAL PARKING PROVIDED		141

SITE PLAN

SCALE:- 1" : 30'-0"

SAHARA - PARADISE PLAZA

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FEB 28 2011



RQR-41070

NO.	DATE	REVISION	APPVD.
1	3-10-05	REVISED PARKING ANALYSIS	
2	3-24-05	REVISED PER CITY COMMENTS	
3	4-20-05	REVISED PER CITY COMMENTS	
4	5-05-05	REVISED SIGNAGE/PAINT	

PRINCESS MASSAGE
2212 Paradise Road, Las Vegas, Nevada

JOB NO.
DRAWN BY.
CHECKED BY.
DATE. 12-20-04

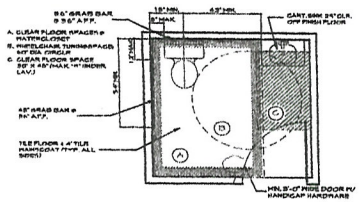
A-1

GENERAL NOTES:

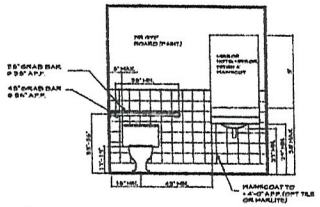
VERIFY ALL FINISHES WITH OWNER PRIOR TO ORDER

INTERIOR NON-BEARING WALLS TO BE:

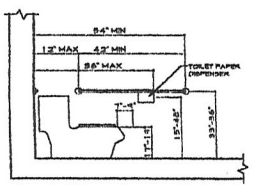
3 5/8" 25 ga. MTL STUDS @ 24" O.C.
WITH 5/8" TYPE X GYP BOARD TO
4' ABOVE GRID (MIN)
AND OTHERWISE NOTED
ALL WET AREAS TO HAVE MR. GYP. BOARD



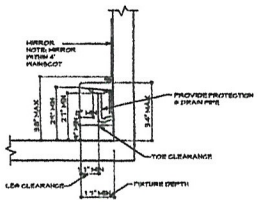
1 HANDICAP RESTROOM
NOT TO SCALE



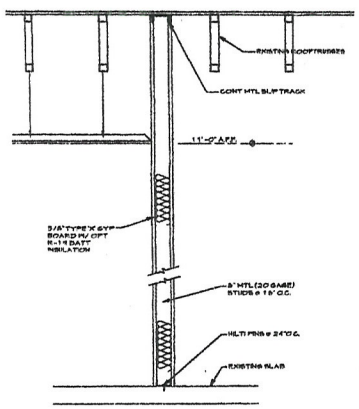
2 HANDICAP BATHROOM ELEVATION
NOT TO SCALE



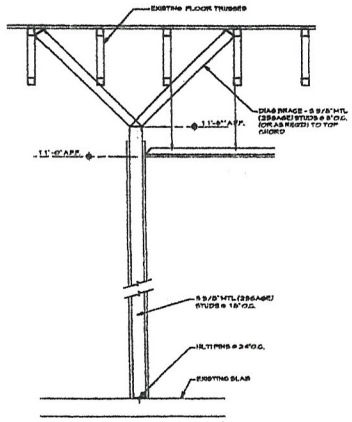
3 WATER CLOSET SIDE VIEW
NOT TO SCALE



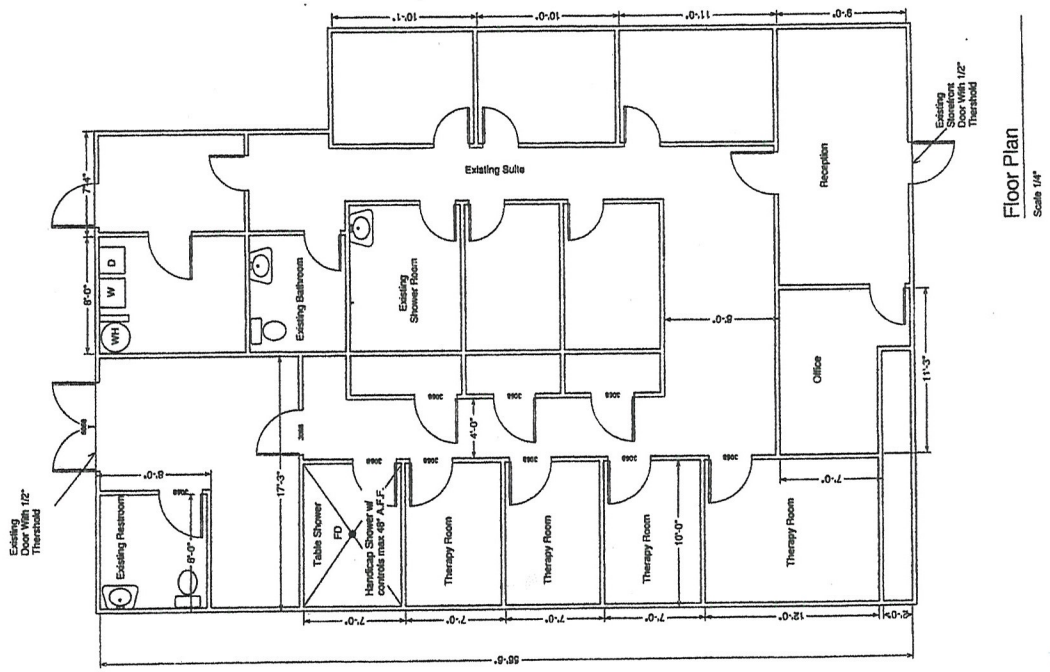
4 LEG CLEARANCES
NOT TO SCALE



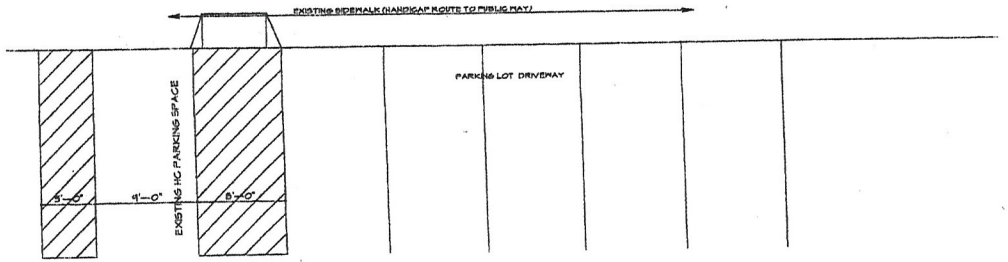
5 INTERIOR WALL DETAIL
NTS
1 HR EXISTING WALL



6 INTERIOR WALL DETAIL
NTS



Floor Plan
Scale 1/4"



Princess MASSAGE

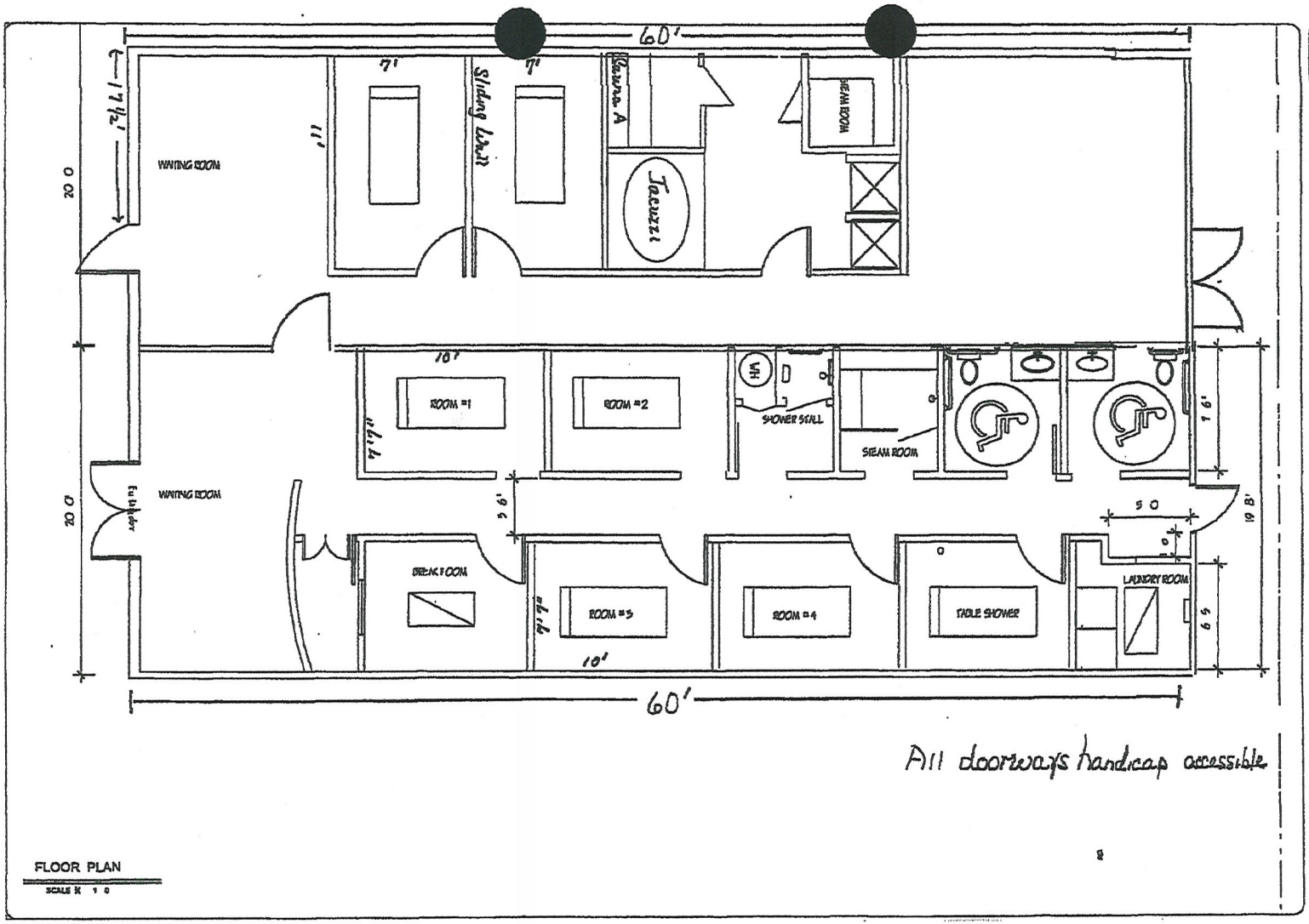
SITE / FLOOR PLAN

REVISIONS

C & L ENTERPRISES
(LIC#60690)
1009 SPRING MOUNTAIN ROAD
LAS VEGAS NV 89102
TLE :702-289-9788
FAX:702-835-8858

A 1

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RQR-41070



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FEB 28 2011

RQR-41070



RQR-41070 - APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC.
2212 PARADISE ROAD

03/22/11



RQR-41070 - APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC.
2212 PARADISE ROAD

03/22/11



RQR-41070 - APPLICANT: PRINCESS MASSAGE - OWNER: CHETAK DEVELOPMENT, INC.
2212 PARADISE ROAD

03/22/11


PRINCESS MASSAGE
WALK-INS WELCOME
2212
Princess
OPEN
2212
MASSAGE
Hours
317-WZE
Desert BMW
X5
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FEB 28 2011
RQR-41070

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

February 10, 2011

Mr. Justin Michaels
Chetak Development, Inc.
c/o Cornerstone Company
9901 Covington Cross Drive, Suite #170
Las Vegas, Nevada 89144

RE: RQR-40547 - REQUIRED REVIEW
CITY COUNCIL MEETING OF FEBRUARY 2, 2011

Dear Mr. Michaels:

The City Council at a regular meeting held February 2, 2011, APPROVED the request for a Required Review of a previously approved Special Use Permit (SUP-11419) WHICH ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 3, 2011. This approval is subject to:

Planning and Development

1. This Special Use Permit (SUP-11419) shall be subject to a three-month review at a public hearing, at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review; failure to pay the City for these costs may result in termination of use.

2. Conformance to the conditions of approval of Special Use Permit (SUP-11419) and all other site related actions as required by the Planning and Development Department and Department of Public Works.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg
Acting Director
Planning Department

cc: Mr. Douglas Wingo
Princess Massage
2212 Paradise Road
Las Vegas, Nevada 89104

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-41070

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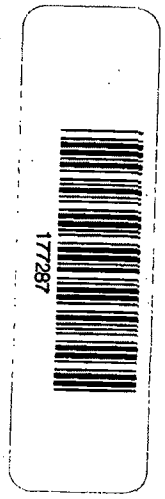
LAS VEGAS CITY COUNCIL

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



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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

February 18, 2010

Ms. Christina Frye
Chetak Development Inc.
c/o Cornerstone Company
9901 Covington Cross Drive, #170
Las Vegas, NV 89144

RE: RQR-36890 – REQUIRED REVIEW
CITY COUNCIL MEETING OF FEBRUARY 17, 2010
RELATED TO ROC-36892

Dear Ms. Frye:

The City Council at a regular meeting held February 17, 2010 APPROVED the request for a Required Review of a previously approved Special Use Permit (SUP-11419) THAT ALLOWED A 1,200 SQUARE-FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1,000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS located at 2212 Paradise Road (APN 162-03-411-010), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 18, 2010. This approval is subject to:

Planning and Development

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-11419), Required Review (RQR-29379), and all other site related actions as required by the Planning and Development Department and Department of Public Works.

2. This Special Use Permit (SUP-11419) shall be subject to one-year review at a public hearing, at which time the City Council may require cessation of the use. The applicant shall be responsible for the notification costs of the review; failure to pay the City for these costs may result in termination of use.

3. All City Code requirements and design standards of City departments must be satisfied, except as modified herein.

Sincerely,

Angela Crolli
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: Mr. Douglas Wingo
7514 Longhorn Lodge Avenue
Las Vegas, NV 89113

RQR-41070

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LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW

DOUGLAS A. SELBY
CITY MANAGER

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

VOICE 702.229 6011
TTY 702.386.9108
www.lasvegasnevada.gov

October 20, 2008

Mr. Richard Truesdell
Chetak Development
9901 Covington Cross Drive, Suite #170
Las Vegas, Nevada 89107

RE: RQR-29379 – REQUIRED REVIEW
CITY COUNCIL MEETING OF OCTOBER 1, 2008

Dear Mr. Truesdell:

The City Council at a regular meeting held October 1, 2008 APPROVED the request for a One-Year Required Review of an approved Special Use Permit (SUP-11419) THAT ALLOWED A 1,200 SQUARE FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS AND A WAIVER TO ALLOW THE BUSINESS TO BE OPEN 24 HOURS A DAY at 2212 and 2214 Paradise Road (APN 162-03-411-010 and -011), 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:

Added Condition:

A. Condition 5 of Special Use Permit (SUP-11419) shall be amended to read that a waiver from the hours of operation is hereby granted to allow the business to be open from 9:00 a.m. to 11:00 p.m.

Planning & Development

1. Conformance to all Minimum Requirements under Title 19.04.050 for a Massage Establishment use.

2. Conformance to all other Conditions of Approval of Special Use Permit (SUP-11419) if approved.

3. This Special Use Permit (SUP-11419) shall be subject to a one year review.

Sincerely,

Angela Crolli
Senior Deputy City Clerk for
Beverly K. Bridges, CMC, City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: See Attached List

RQR-41070

Mr. Douglas Wingo
Princess Massage
7514 Longhorn Lodge Avenue
Las Vegas, Nevada 89113

Ms. Jan Brichacek
Kolesar & Leatham, Chtd.
3320 West Sahara Avenue, Suite #380
Las Vegas, Nevada 89102



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

May 12, 2006

Mr. Richard Truesdell
Chetak Development
3810 Meadows Lane
Las Vegas, Nevada 89107

RE: SUP-11419 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 5, 2006

Dear Mr. Truesdell:

The City Council at a regular meeting held April 5, 2006 APPROVED the request for a Special Use Permit FOR THE PROPOSED 1,200 SQUARE FOOT EXPANSION OF AN EXISTING MASSAGE ESTABLISHMENT WITH A WAIVER OF THE MINIMUM 1000 FOOT SEPARATION REQUIREMENT FROM THREE EXISTING MASSAGE ESTABLISHMENTS AND A WAIVER TO ALLOW THE BUSINESS TO BE OPEN 24 HOURS A DAY at 2212 and 2214 Paradise Road (APN 162-03-411-010 and 011), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 6, 2006. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be subject to a one year review.

2. Conformance to all Minimum Requirements under Title 19.04.050 for a Massage Establishment use.

3. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0060-01) and Variance (V-0147-90).

4. A Waiver from the distance separation requirement that requires the use to be located greater than 1,000 feet from similar establishments is hereby granted.

5. A Waiver from the hours of operation is hereby granted to allow the business to be open for 24 hours.

6. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.

7. All City Code requirements and design standards of all City departments must be satisfied.

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

18112-001-06-05
CLV 7009

RQR-41070

Sincerely,

Ydoleena Yturralde
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk

M. Margo Wheeler
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Douglas R. Wingo
Princess Massage
7514 Longhorn Lodge Avenue
Las Vegas, Nevada 89113

Ms. Jan Brichacek
Kolesar & Leatham, Chtd
3320 West Sahara Avenue, Suite #380
Las Vegas, Nevada 89102

RQR-41070

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 2011

SUBJECT:
SET DATE ON ANY APPEALS FILED OR REQUIRED PUBLIC HEARINGS FROM THE CITY PLANNING COMMISSION MEETINGS AND DANGEROUS BUILDING OR NUISANCE/LITTER ABATEMENTS

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 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.: **75.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 4, 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