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.

June 1, 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 GEORGE BALGAN, METROPOLITAN COMMUNITY CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE CITIZEN OF THE MONTH
6. RECOGNITION OF THE TEAM OF THE QUARTER
7. RECOGNITION OF FLASH FLOOD AWARENESS MONTH
8. RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD WINNERS
9. RECOGNITION OF THE HYDE PARK SIDEWALK PROJECT
10. RECOGNITION OF THE NATIONAL CHAMPION LAS VEGAS WHEELCHAIR BASKETBALL TEAM
11. RECOGNITION OF THE 2011 HELLDORADO PARADE WINNERS

DRAFT

12. RECOGNITION OF KERMIT R. BOOKER SR. ELEMENTARY SCHOOL PRINCIPAL DR. BEVERLY MATHIS

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 May 4, 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 to provide $468,782.35 in funding to Newland Real Estate Group, LLS as founder of Symphony Park Master Association, Inc., for the design, manufacturing and installation of the Symphony Park entry monument, which is to be constructed on parcel M1 at Symphony Park located at 100 south Grand Central Parkway, APN 139-33-511-009 ($468,782.35 – Symphony Park Phase 2 Capital Projects Fund) – Ward 5 (Barlow)

CITY ATTORNEY - CONSENT

16. Discussion and possible action to approve an aggregate settlement of three (3) related personal injury cases in Hann v. City of Las Vegas arising from a motor vehicle accident with a City of Las Vegas vehicle for the total amount of $89,988.00 (General Liability Fund)

FINANCE - CONSENT

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

FINANCE - PURCHASING & CONTRACTS CONSENT

18. Approval of award of Bid No. 110160-SK, Janitorial Services - Department of Operations Management - Award recommended to: ABM JANITORIAL ($555,394 - General Fund)

19. Approval of award of Contract No. 110064-PH, Office Furniture - Department of Public Works - Award recommended to: FACILITEQ BUSINESS INTERIORS (Not-to-Exceed $3,000,000 - Various Funds)

20. Approval of Modification No. 1 to Contract No. 10.1730.15-TF, Vegas Valley Sewer Rehabilitation located at Vegas Valley Drive from Sloan Lane to just outside the City of Las Vegas Water Pollution Control Facility at 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($1,360,000 - Sanitation Enterprise Fund) - County

21. Approval of award of Modification No. 6 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project located at 300 Stewart Avenue - Office of the City Manager - Award recommended to: WESTLAKE REED LESKOSKY (FORMERLY REFERRED TO AS WRL OF NEVADA) ($273,135.50 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

22. Approval of award of Bid No. 08.15341.08-TF, Fire Station 106 located at 1888 Stellar Lake Street and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: HARDY CONSTRUCTION, INC. ($2,793,000 - Fire Services Capital Projects Fund) - Ward 5 (Barlow)

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23. Approval of award of Bid No. 10.15341.08-TF, Fire Station 107 located at 9398 Sundial Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: RICHARDSON CONSTRUCTION ($2,957,000 - Fire Services Capital Projects Fund) - Ward 4 (Anthony)

OPERATIONS AND MAINTENANCE - CONSENT

24. Approval of Southern Nevada Water Authority's Water Smart Landscapes Program Application and Corporate Acknowledgement, and authorize Mayor to execute a Restrictive Covenant and Grant of Conservation Easement upon completion of lawn conversion to drought tolerant landscaping at Veteran's Memorial Park, 101 North Pavilion Center Drive, APN 137-35-501-004 - Ward 2 (Wolfson)

25. Approval of a Memorandum of Understanding between the City of Las Vegas the Clark County School District and Future Smiles for the Ed W. Clark High School modular facility, located at 4291 Pennwood Avenue, APN 162-07-701-001 - Ward 1 (Tarkanian)

26. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of Section 15, Township 20 South, Range 60 East, Mount Diablo Meridian, for Right-of-Way on Cheyenne Avenue and Buffalo Drive, APN 138-15-201-002 – Ward 4 (Anthony)

27. Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the North Half (N1/2) of the Southwest Quarter (SW1/4) of Section 15, Township 20 South, Range 60 East, Mount Diablo Meridian, for Right-of Way on Peak Drive, APN 138-15-201-002 – Ward 4 (Anthony)

PLANNING - BUSINESS SERVICES CONSENT

28. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the fire code for Brews & Blues Festival, Location: Springs Preserve, 333 South Valley View Boulevard, Date: June 4, 2011, Type: Special Event Beer/Wine, Event: Beer and Music Festival, Responsible Person in Charge: James Davis - Ward 1 (Tarkanian)

29. Approval of a Special Event Alcoholic Beverage License for Raul Escobar, Location: 3070 Sirius Avenue, Suite 108, Dates: June 4, 11, 18, 25, July 2, 9, and 29, 2011, Type: Special Event Beer/Wine, Event: ECO Baile, Responsible Person in Charge: Melissa Harvey - Ward 1 (Tarkanian)

30. Approval of a Special Event Alcoholic Beverage License subject to the provisions of the fire code for Motley Brews LLC, Location: Tivoli Village, 400 South Rampart Boulevard, Date: June 18, 2011, Type: Special Event Beer/Wine, Event: Great Vegas Festival of Beer, Responsible Person in Charge: Brian Chapin - Ward 2 (Wolfson)

31. Approval of an extension of a Temporary Banquet or Event Establishment Liquor License, Elks Lodge #1508 I B P O E of W, Inc., dba Elks Paran Lodge #1508, 600 West Owens Avenue, Charles Barber, Pres; Harold Bundley, Dir; and Thomas Reynolds, Secy - Ward 5 (Barlow)

32. Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, SB Fort Apache, LLC, dba Smashburger, 9101 West Sahara Avenue, Suites 108 & 109, Jerry & Kim Gunderson Trust, Mgr, Jerry Gunderson, Trustee, Kimberly Gunderson, Trustee, and SB Las Vegas, LLC, 100% - Ward 2 (Wolfson)

33. Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License, Vegas Express Gas Mart #2, LLC, dba Vegas Express Gas Mart, 4401 East Bonanza Road, Matt Ricciardella, Managing Mmbr, 60% and Sabah Boles, Managing Mmbr, 40% - Ward 3 (Reese)

34. Approval of a Change of Business Name for a Burglar Alarm Service License, Brantley Incorporated, dba From: Brantley Incorporated, To: Brantley Security Systems, 2805 Jeffery Pines Street, Mark Brantley, Dir, Pres, Secy, Treas, 100% - Ward 5 (Barlow)

35. Approval of an extension of a Temporary Martial Arts Instruction Business License, Black Belt World Extreme Tae Kwon Do LLC, dba Black Belt World, 4343 North Rancho Drive, Suite 144, Christopher Masiclat, Mgr, 100% - Ward 6 (Ross)

36. Approval of a new Massage Establishment License, Roni Josef International Salon & Spa Stratosphere, dba Roni Josef International Salon & Spa Stratosphere, 2000 South Las Vegas Boulevard, Suite E4, Roni Yosef, Pres, Treas, Secy, Dir, 100% - Ward 3 (Reese)

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37. Approval of an extension of a Temporary Class II Secondhand Dealer License, Ace Bar and Restaurant Equipment and Supply, LLC, dba Ace Bar and Restaurant Equipment and Supply, 3050 Sirius Avenue, Suites 106 - 108, Brenda Perez, Managing Mmbr, 51% and Geremias Perez, Managing Mmbr, 49% - Ward 1 (Tarkanian)

38. Approval of an extension of a Temporary Wedding Chapel License, SRMJ, LTD, dba A Wedding Chapel in Las Vegas, 1431 South Las Vegas Boulevard, Sebastian Salas, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

PUBLIC WORKS - CONSENT

39. Approval of an Interlocal Agreement among the City of Henderson, City of Las Vegas, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding allocations and the budget for Las Vegas Wash activities in fiscal year 2011/2012 - All Wards

RESOLUTIONS - CONSENT

40. R-23-2011 - Approval of a Resolution authorizing the City Manager to approve and execute contracts and other documents related to interconnection agreements for net metering of renewable energy generating facilities - All Wards

DISCUSSION/ACTION ITEMS

PLANNING - BUSINESS SERVICES DISCUSSION

41. Discussion and possible action regarding an Appeal of Work Card Denial for Ireena Harris, db at 7 Eleven Food Store #29652, 3001 South Valley View Boulevard - Ward 1 (Tarkanian)

BOARDS & COMMISSIONS - DISCUSSION

42. PARK & RECREATION ADVISORY COMMISSION – Tom McGrath, Term Expiration 3-1-2012 (Resigned)

43. SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Sydelle MacKay, Term Expiration 11-1-2013 (Resigned)

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

44. 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

45. 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

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.

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.

46. Bill No. 2011-26 – Repeals Chapter 6.54 of the Municipal Code relating to the regulation of membership clubs. Proposed by: Flinn Fagg, Acting Director of Planning

47. Bill No. 2011-27 – Exempts from the City's noise regulations certain activities within the district known as "18B The Las Vegas Arts District." Sponsored by: Councilman Gary Reese

DRAFT

CLOSED SESSION

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

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

49. 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

50. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1725 East Carson Avenue in the amount of $4,859 (General Fund) and assess a maximum of $68,050 in daily civil penalties. PROPERTY OWNER: MICHAEL MULARSKI JR - Ward 3 (Reese)

51. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 1925 Franklin Avenue in the amount of $2,868.55 (General Fund) and assess a maximum of $31,550 in daily civil penalties. PROPERTY OWNER: JEREMY SHANE - Ward 3 (Reese)

52. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 2122 Stewart Avenue in the amount of $2,093.50 (General Fund) and assess a maximum of $40,050 in daily civil penalties. PROPERTY OWNER: GERALD L ECKERT - Ward 3 (Reese)

53. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 231 North 11th Street in the amount of $4,303.50 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: 11TH STREET HOLDINGS INC - Ward 5 (Barlow)

54. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of nuisance located at 321 North 16th Street in the amount of $2,473 (General Fund) and assess a maximum of $54,550 in daily civil penalties. PROPERTY OWNER: JOHN A PEEL JR - Ward 5 (Barlow)

55. Public Hearing and possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 1017 East Bonanza Road in the amount of $38,121 (General Fund) and assess a maximum of $133,050 in daily civil penalties. PROPERTY OWNER: BRYCE PETERS FIN CORP LLC - Ward 5 (Barlow)

56. Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1309 North 22nd Street in the amount up to $57,104.09. PROPERTY OWNER: BANK CITIBANK N A TRS - Ward 3 (Reese)

57. Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1429 Virgil Street in the amount up to $28,723.18. PROPERTY OWNER: VIRGIL STREET TRUST - Ward 3 (Reese)

58. Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 4245 Amethyst Avenue in the amount up to $45,118.50. PROPERTY OWNER: GOODRICH & PENNINGTON MORTGAGE FUND - Ward 6 (Ross)

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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.

59. EOT-41498 - EXTENSION OF TIME - SPECIAL USE PERMIT - APPLICANT: MLK GAS MART - OWNER: JAE KWON, JI KWON, BOK KWON - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37198) TO ADD A GAMING ESTABLISHMENT, GENERAL BUSINESS-RELATED USE (FOUR GAMING MACHINES) WITHIN AN EXISTING CONVENIENCE STORE at 1600 North Martin L King Boulevard (APN 139-21-804-006), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

PLANNING - DISCUSSION

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

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

SET DATE

62. 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

63. 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

64. 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: JUNE 1, 2011

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

SUBJECT:
INVOCATION – REVEREND GEORGE BALGAN, METROPOLITAN COMMUNITY CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 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: JUNE 1, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE TEAM OF THE QUARTER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF FLASH FLOOD AWARENESS MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE HYDE PARK SIDEWALK PROJECT

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE NATIONAL CHAMPION LAS VEGAS WHEELCHAIR BASKETBALL TEAM

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE 2011 HELLDORADO PARADE WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF KERMIT R. BOOKER SR. ELEMENTARY SCHOOL PRINCIPAL DR. BEVERLY MATHIS

City of Las Vegas

Agenda Item No.: **13.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 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: JUNE 1, 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 May 4, 2011

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
ADMINISTRATIVE:

Approval to provide $468,782.35 in funding to Newland Real Estate Group, LLS as founder of Symphony Park Master Association, Inc., for the design, manufacturing and installation of the Symphony Park entry monument, which is to be constructed on parcel M1 at Symphony Park located at 100 south Grand Central Parkway, APN 139-33-511-009 ($468,782.35 – Symphony Park Phase 2 Capital Projects Fund) – Ward 5 (Barlow)

Fiscal Impact

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

Amount: $468,782.35
Funding Source: Symphony Park Phase 2 Capital Projects Fund - WU8017
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
City Council approved a Memorandum Of Understanding (MOU) between Symphony Park Master Association, Inc. (Association) and City Parkway V, Inc. (CPV) on October 6, 2010. Per the terms of the MOU, CPV would deed parcels M1 & M2 at Symphony Park to the Association; the Association would design and construct a private park on the parcels in compliance with the Master Plan and CPV would provide funding for the construction of the park. CPV is utilizing cash in the Symphony Park Phase 2 Capital Projects Fund to honor their MOU funding commitment. Designs for the entry monument have been reviewed and approved by the Symphony Park Design Review Committee.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Memorandum of Understanding
2. Professional Consulting Agreement - 3Form Advanced Technology Group
3. Site Map

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("*MOU*") is entered into as of the 6th day of October, 2010 by and between City Parkway V, Inc., a Nevada non-profit corporation ("*CPV*") and the Symphony Park Master Association, Inc., a Nevada non-profit corporation ("*SPMA*"). CPV and SPMA are individually or collectively referred to herein as "*Party*" or "*Parties*."

RECITALS

A. CPV is the master developer of that project located in Las Vegas, Nevada commonly known as Symphony Park (the "*Project*").

B. SPMA is the property owners association created for the operation of the Project on behalf of the various owners in the Project.

C. SPMA was created pursuant to that certain Community Charter for Symphony Park recorded with the Reorder of deed for Clark County, Nevada on December 16, 2009, as Document No. 200912160000606 (the "*Charter*").

D. CPV desires to convey the Park Parcels (hereinafter defined) to SPMA for the benefit of the users of the Project as a park.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Park Parcels. The Parties agree that attached hereto as Exhibit "A" is a depiction and legal description of two parcels of land located in the Project which the Parties intend solely to be used as private parks (the "*Parks*") for the sole benefit of users of the Project (the "*Park Parcels*").

2. Conveyance. The Parties agree that CPV shall convey fee simple title to the Park Parcels to SPMA to be owned by SPMA as Common area under the Charter. SPMA agrees that it shall accept the conveyance of the Park Parcels and develop and operate the Park Parcels as private parks for the sole benefit of the users of the Project. SPMA agrees that the Park parcels can be used for no purpose other than as private parks.

3. Construction. The Parties agrees that SPMA shall construct the Parks in compliance with plans and specifications approved by CPV. In addition, it is contemplated that CPV will provide funding for the construction of the Parks.

4. Use. SPMA agrees that the Parks will at all times be operated as private parks for the sole benefit of users of the Project.

5. Declaration. The Parties agree that they shall negotiate in good faith a Declaration of Special Land Use Restrictions (the "*Declaration*") which will govern the design, construction, funding, use and operation of the Parks.

6. Miscellaneous.

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

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

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

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

(e) Nothing in this MOU shall confer upon any Person, other than the Parties hereto and their respective successors and permitted assigns, any rights or remedies under or by reason of this MOU.

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

CPV

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: Elizabeth N Fretwell

Name: ELIZABETH N. FRETWELL

Title: President

ATTEST:

Beverly K Bruner

_____, Title

APPROVED AS TO FORM:

Richard Reese

9-23-10 Date

SPMA

SYMPHONY PARK MASTER ASSOCIATION, a Nevada non-profit corporation

By: _____

Name: Sam Gladstein

Title: President

Exhibit "A"

M-1 and M-2 legal description and site depiction

(See Attached)

Date: May 17, 2007
J. Rangel

Exhibit 'A'

Legal Description

PARCEL M1

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE CENTERLINE OF SAID GRAND CENTRAL PARKWAY THE FOLLOWING THREE(3) COURSES: (1) NORTH 03°50'03" WEST, 209.30 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET; (2) THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°45'19", AN ARC LENGTH OF 277.12 FEET; (3) NORTH 27°55'16" EAST, 982.19 FEET; THENCE DEPARTING SAID CENTERLINE, SOUTH 62°04'44" EAST, 87.26 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 21°14'06" EAST, 6.04 FEET; THENCE SOUTH 62°04'44" EAST, 27.51 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 292.00 FEET; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°04'59", AN ARC LENGTH OF 132.93 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 01°50'17" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°28'14", AN ARC LENGTH OF 29.21 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 31°37'57" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°49'57", AN ARC LENGTH OF 40.00 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 14°12'00" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 103°43'16", AN ARC LENGTH OF 9.05 FEET; THENCE SOUTH 27°55'16" WEST, 9.19 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°01'42", AN ARC LENGTH OF 6.99 FEET; THENCE SOUTH 67°56'58" WEST, 6.71 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°01'42", AN ARC LENGTH OF 6.99 FEET; THENCE SOUTH 27°55'16" WEST, 72.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°00'35", AN ARC LENGTH OF 6.98 FEET; THENCE SOUTH 12°05'19" EAST, 6.71 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 10.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°00'35", AN ARC LENGTH OF 6.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 38.50 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 62°10'17" EAST THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°33'25", AN ARC LENGTH OF 13.81 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2.00 FEET, THROUGH WHICH A RADIAL LINE BEARS NORTH 82°43'42" WEST; THENCE WESTERLY ALONG SAID CURVE, THROUGH A

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CENTRAL ANGLE OF 127°24'29", AN ARC LENGTH OF 4.45 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 44°40'47" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°32'56", AN ARC LENGTH OF 70.55 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 273.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 56°13'43" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°18'27", AN ARC LENGTH OF 134.88 FEET; THENCE NORTH 62°04'44" WEST, 19.26 FEET TO THE ***POINT OF BEGINNING****.*

CONTAINING 9,439 SQUARE FEET, MORE OR LESS.

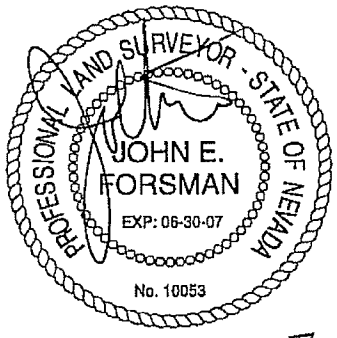
Basis of Bearings

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053



5-17-07

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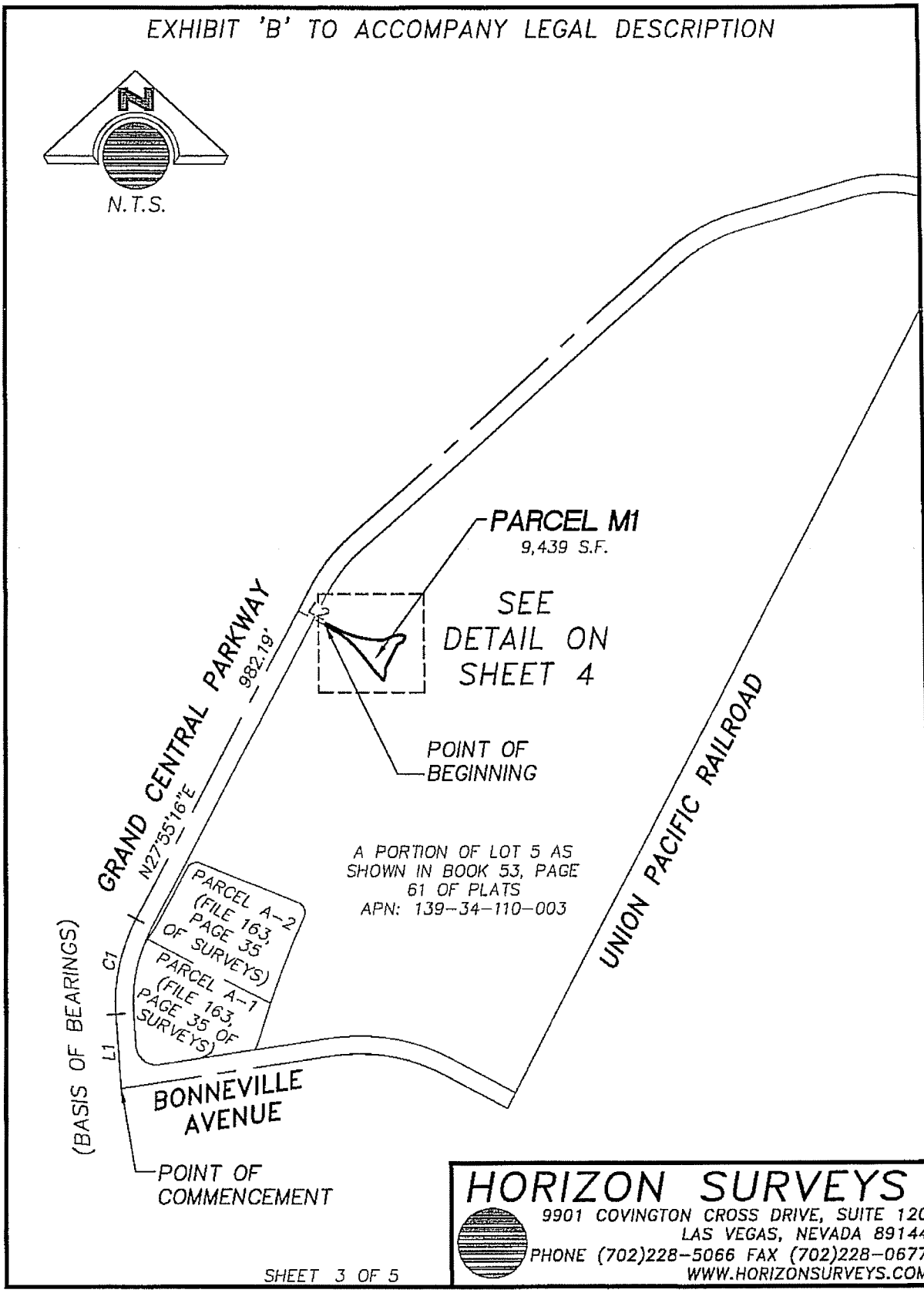
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



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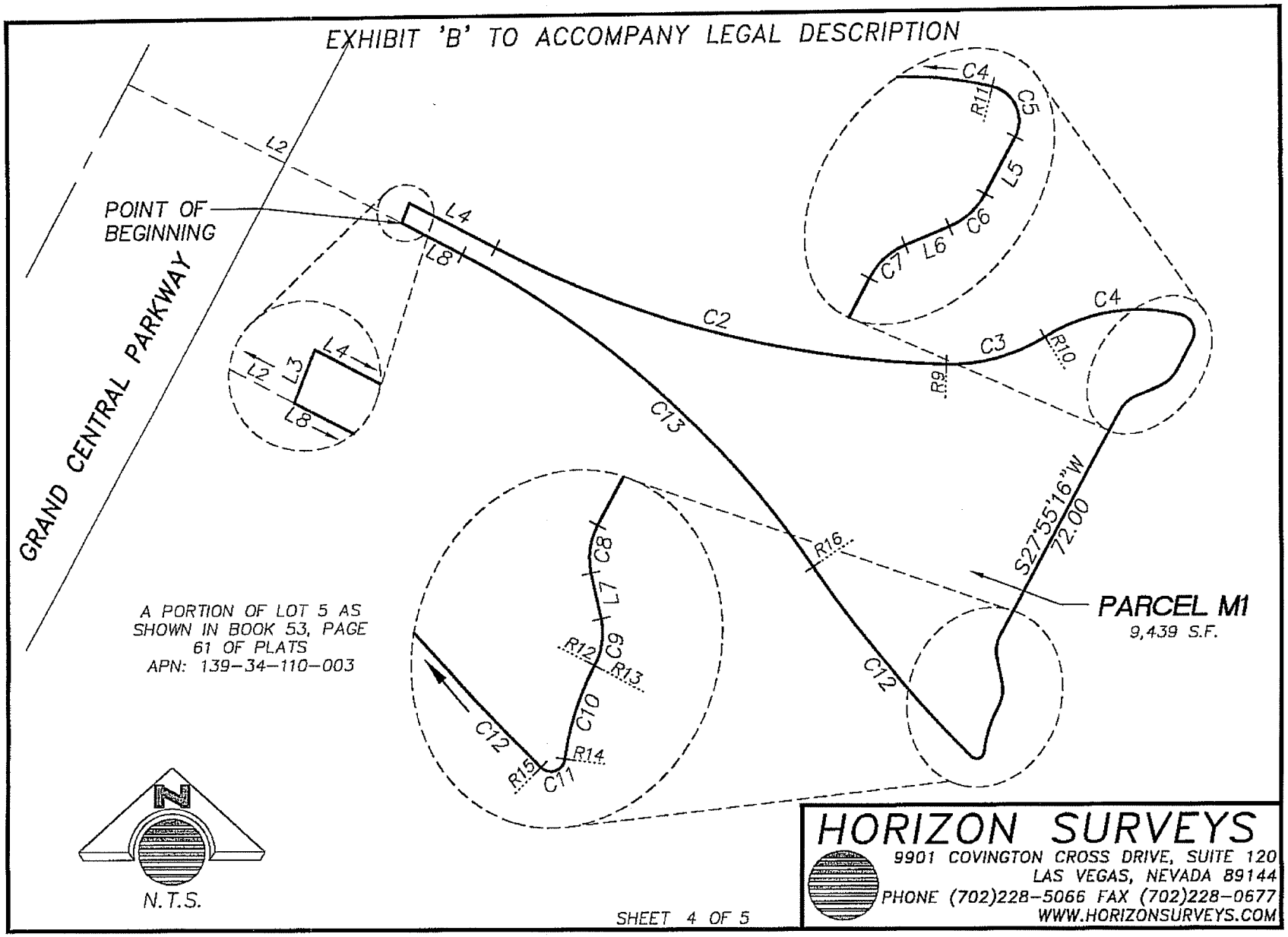

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N03°50'03"W	209.30'
L2	S62°04'44"E	87.26'
L3	N21°14'06"E	6.04'
L4	S62°04'44"E	27.51'
L5	S27°55'16"W	9.19'
L6	S67°56'58"W	6.71'
L7	S12°05'19"E	6.71'
L8	N62°04'44"W	19.26'

RADIAL TABLE

LINE	BEARING
R9	N01°50'17"E
R10	S31°37'57"E
R11	S14°12'00"W
R12	S62°04'44"E
R13	S62°10'17"E
R14	N82°43'42"W
R15	N44°40'47"E
R16	S56°13'43"W

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	500.00'	31°45'19"	277.12'	142.22'
C2	292.00'	26°04'59"	132.93'	67.64'
C3	50.00'	33°28'14"	29.21'	15.03'
C4	50.00'	45°49'57"	40.00'	21.14'
C5	5.00'	103°43'16"	9.05'	6.37'
C6	10.00'	40°01'42"	6.99'	3.64'
C7	10.00'	40°01'42"	6.99'	3.64'
C8	10.00'	40°00'35"	6.98'	3.64'
C9	10.00'	40°00'35"	6.98'	3.64'
C10	38.50'	20°33'25"	13.81'	6.98'
C11	2.00'	127°24'29"	4.45'	4.05'
C12	350.00'	11°32'56"	70.55'	35.39'
C13	273.00'	28°18'27"	134.88'	68.85'

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Date: May 17, 2007
J. Rangel

Exhibit 'A'

Legal Description

PARCEL M2

A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN PLAT ENTITLED "PARKWAY CENTER, A COMMERCIAL SUBDIVISION" RECORDED IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE AND LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 61 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF GRAND CENTRAL PARKWAY AND BONNEVILLE AVENUE AS SHOWN ON SAID PLAT; THENCE ALONG THE SAID CENTERLINE OF BONNEVILLE AVENUE, NORTH 81°09'57" EAST, 402.28 FEET; THENCE DEPARTING SAID CENTERLINE, NORTH 17°53'58" EAST, 179.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,036.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°06'52", AN ARC LENGTH OF 359.42 FEET; THENCE NORTH 28°00'50" EAST, 573.63 FEET; THENCE NORTH 62°04'44" WEST, 38.99 FEET TO THE **POINT OF BEGINNING** AND CONTINUING ALONG SAID LINE NORTH 62°04'44" WEST, 4.99 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 350.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°04'36", AN ARC LENGTH OF 67.66 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 38°59'52" EAST; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°55'24", AN ARC LENGTH OF 34.44 FEET; THENCE NORTH 27°55'16" EAST, 107.89 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°55'24", AN ARC LENGTH OF 34.44 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 350.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 16°50'40" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°24'57", AN ARC LENGTH OF 75.84 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 5.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 29°15'37" WEST; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°43'41", AN ARC LENGTH OF 8.09 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,164.00 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 58°00'42" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°58'28", AN ARC LENGTH OF 80.74 FEET; THENCE SOUTH 28°00'50" WEST, 78.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5.00 FEET; THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°54'26", AN ARC LENGTH OF 7.85 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 15,862 SQUARE FEET MORE OR LESS.

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Basis of Bearings

NORTH 03°50'03" WEST, BEING THE BEARING OF A PORTION OF THE CENTERLINE OF GRAND CENTRAL PARKWAY AS SHOWN IN BOOK 53, PAGE 61 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, CLARK COUNTY, NEVADA.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

END OF DESCRIPTION.

John E. Forsman, PLS
Professional Land Surveyor
Nevada License No. 10053

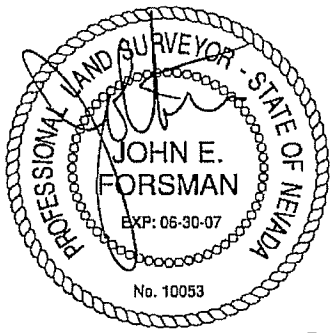

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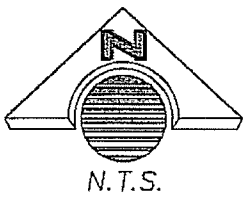
EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION



N.T.S.

GRAND CENTRAL PARKWAY

A PORTION OF LOT 5 AS SHOWN IN BOOK 53, PAGE 61 OF PLATS
APN: 139-34-110-003

SEE DETAIL ON SHEET 4

PARCEL M2
15,862 S.F.

POINT OF BEGINNING

N28°00'50"E
573.63'

C1

L2

L1

PARCEL A-2 (FILE 163, PAGE 35 OF SURVEYS)

PARCEL A-1 (FILE 163, PAGE 35 OF SURVEYS)

UNION PACIFIC RAILROAD

(BASIS OF BEARINGS) (N03°50'03"W)

BONNEVILLE AVENUE

POINT OF COMMENCEMENT

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

N.T.S.

DETAIL

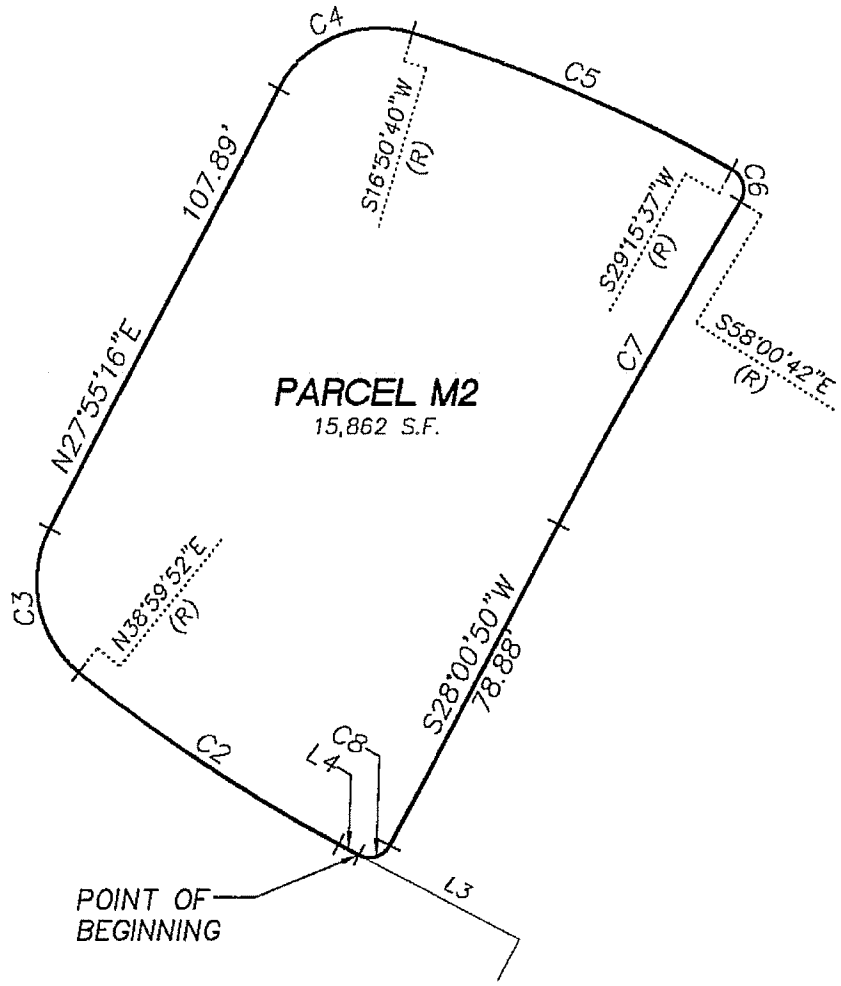

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EXHIBIT 'B' TO ACCOMPANY LEGAL DESCRIPTION

LINE TABLE

LINE	BEARING	LENGTH
L1	N81°09'57"E	402.28'
L2	N17°53'58"E	179.58'
L3	N62°04'44"W	38.99'
L4	N62°04'44"W	4.99'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	TANGENT
C1	2036.00'	10°06'52"	359.42'	180.18'
C2	350.00'	11°04'36"	67.66'	33.94'
C3	25.00'	78°55'24"	34.44'	20.58'
C4	25.00'	78°55'24"	34.44'	20.58'
C5	350.00'	12°24'57"	75.84'	38.07'
C6	5.00'	92°43'41"	8.09'	5.24'
C7	1164.00'	3°58'28"	80.74'	40.39'
C8	5.00'	89°54'26"	7.85'	4.99'

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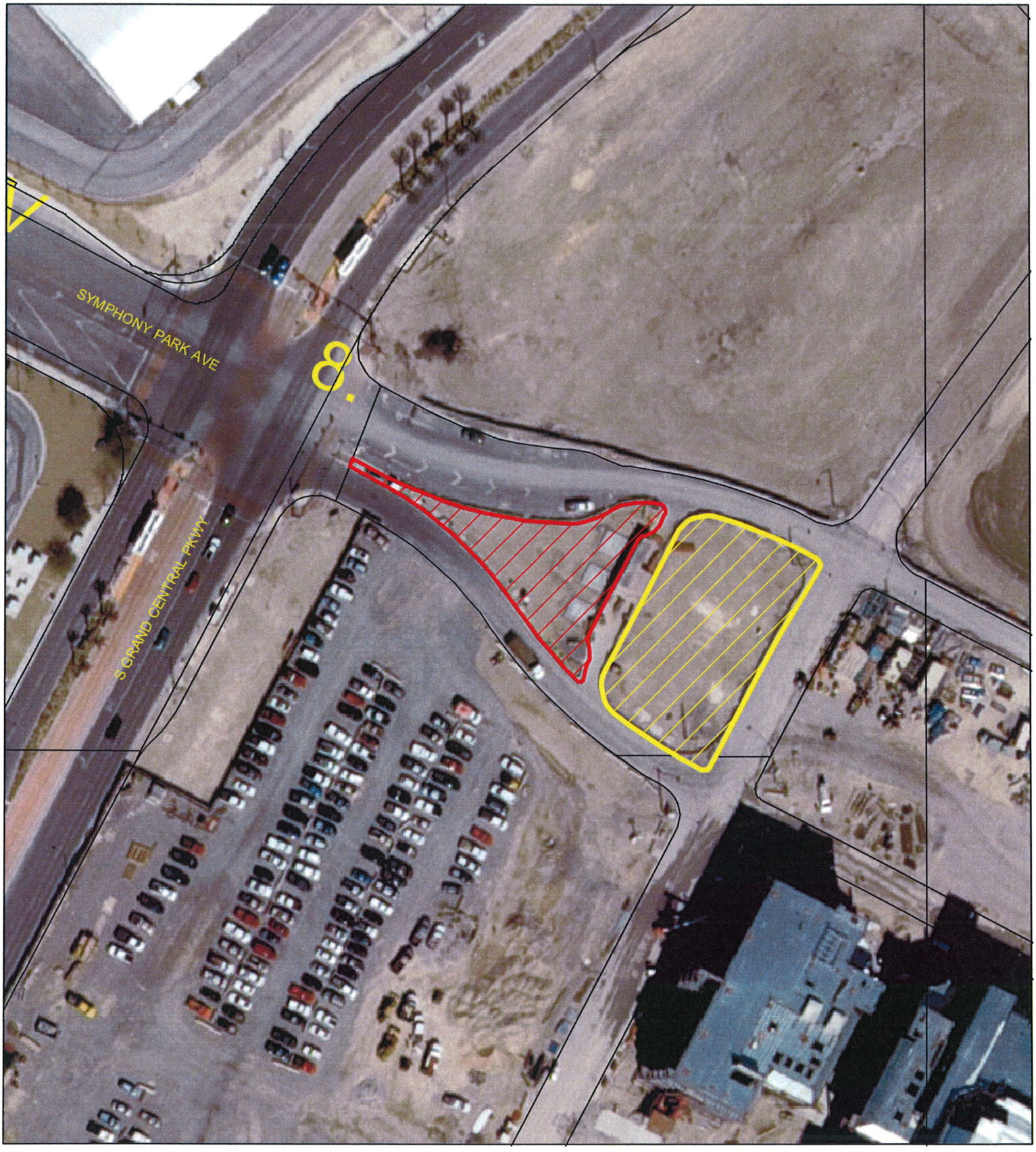
Symphony Park
Park Parcels - M-1 & M-2



Legend

M-1
M-2

0 40 80 160 Feet

PROFESSIONAL CONSULTING AGREEMENT
[STANDARD FORM]

Agreement No. 10366

THIS AGREEMENT (the "**Agreement**") is entered into as of the Effective Date by and between the Consultant and the Company on the following terms and conditions:

SUMMARY OF BASIC TERMS AND DEFINITIONS

The following is a summary of the fundamental terms, conditions and definitions contained in this Agreement ("**Summary**"). The summary provisions set forth below are qualified by the more detailed provisions contained elsewhere in this Agreement.

A.	**Company:**	NEWLAND REAL ESTATE GROUP, LLC
	Company's Address:	2850 E. Camelback, Ste. 300
	City/State:	Phoenix, AZ 85016
	Telephone:	602.468.0800 Fax: 602.468.1633
B.	**Consultant:**	3FORM INC.
	Consultant's Address:	2300 South 2300 West
	City/State:	Salt Lake City, UT 84119
	Telephone:	800.726.0126 Fax:
C.	**Effective Date:**	April 1, 2011
D.	**Expiration Date:**	December 31, 2011
E.	**Project:**	Symphony Park – Las Vegas – SPMA – Front Entry Monument
F.	**Scope of Services/Schedule of Performance**	See Exhibit A
G.	**Fees and Reimbursements:**	[X] GUARANTEED MAXIMUM FEE of $ 468,782.35, ("Fee") per the attached proposal. Does not include reimbursables.

40% Down – 60% Upon Completion & prior to shipment

OR

[ ] MONTHLY TIME AND MATERIALS FEE ("Fee") NOT TO EXCEED

$ _____ including Reimbursements.

See Exhibit B for Consultant's billing rates and additional payment terms and Reimbursements.

CONSULTANT'S NOTE: No payments will be made by Company other than the specific Fees and Reimbursements set forth in this Agreement unless an amendment authorizing additional Services and/or Fees and/or Reimbursement is first entered into by the parties. To the extent a Consultant proposal is attached as an Exhibit, only the description of services, billing rates and specified Fee shall be made a part of this Agreement. Any other terms and conditions contained in the Consultant's

proposal are expressly excluded from this Agreement.

H. **Exhibits:**

Exhibit A – Scope of Services/Schedule of Performance

Exhibit A-1 – Consultant's Proposal (or general description of Services) and Billing Rates

Exhibit B – Billing Rates and Reimbursable Expenses

Exhibit C – Insurance Exhibit

I. **Additional Defined Terms:** All initial capitalized terms set forth in the Summary shall have the same meaning elsewhere in the Agreement as set forth in the Summary. In addition to the terms defined in this Summary above, the following terms shall have the meaning set out below:

(a) ""**Affiliates**" shall mean any person or entity, including any corporation, limited liability company, partnership, joint venture, division or other legal entity, directly or indirectly, in whole or in part, or through one or more intermediaries, owning, controlling, controlled by, or under the common control with, the Company and its officers, officials, directors, trustees, partners, managers, members, employees, agents and representatives.

(b) **"Claims"** shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

(c) **"Confidential Information"** shall mean all information acquired by Consultant, including materials prepared by Consultant, concerning the subject of the Services or the Company's intentions with respect thereto.

(d) **"Consultant Parties"** shall mean Consultant and Consultant's agents, employees, subcontractors, advisors, support consultants and other parties employed or engaged by Consultant or any of the foregoing or for whom Consultant is liable, and any other persons performing Services on behalf of Consultant under this Agreement.

(e) **"Legal Requirements"** shall have the meaning set forth in Section 22.

(f) **"System"** shall mean the State of California Public Employees' Retirement System, and NNP IV Investors, LLC (who may be a member of an Affiliate of Company), and each of their officers, officials, directors, trustees, partners, managers, members, employees and agents.

(g) **"Services"** shall have the meaning set forth in Section 1.

AGREEMENT

1. **Consultant's Services.** On the terms and conditions contained herein, Company hereby retains Consultant, and Consultant hereby agrees to perform all services identified on the attached Exhibit A, together with all other services and work product reasonably necessary to complete and/or customarily performed in connection with the Scope of Services identified on Exhibit A (collectively, the "**Services**").

2. **Term.** Unless earlier terminated by the express provisions hereof, the term of this Agreement ("**Term**") shall commence on the Effective Date and expire on the Expiration Date.

3. **Quality of Services.** Consultant shall devote Consultant's commercially reasonable and professional efforts consistent with other professionals in Consultant's industry, and fully and faithfully perform the Services (i) in an efficient and diligent manner so that the Services provided by Consultant hereunder will be timely (and in any

event in accordance with the Schedule of Performance) and of a scope and quality not less than that performed by other professionals engaged in the performance of similar services in connection with projects of similar size, scope and complexity, and (ii) in compliance with the Legal Requirements. Consultant shall provide, at no charge (other than amounts payable as Fees or Reimbursements), progress copies of drawings, reports, specifications and other necessary information, as required hereunder or as requested by Company, to Company and Company's contractors and other consultants. Consultant shall ascertain the requirements for the Services, shall confirm such requirements to Company and inform Company of any additional information Consultant needs from Company or Company's contractors or other consultants sufficiently ahead of time to allow Company to obtain such additional information and shall promptly notify Company of any deficiencies in the information provided to Consultant by Company or Company's contractors or other consultants. Company will employ other contractors, engineers and consultants in connection with the Project, and Consultant shall cooperate and coordinate its Services with such other contractors, engineers and consultants as required to facilitate reasonable, orderly and timely completion of the Project; provided that Consultant shall not be required to perform any Services other than as set forth herein and those customarily furnished in connection therewith.

4. **Licenses or Permits**. If any governmental license or permit shall be required for the proper and lawful conduct of Consultant's business, or shall be required for the Consultant Parties in connection with providing the Services hereunder, Consultant, at its expense, shall duly procure and thereafter maintain such license or permit, or cause such license or permit to be procured and thereafter maintained, and submit the same to the Company for inspection. Consultant, at its expense, shall at all times comply with the requirements of each such license or permit and shall cause any Consultant Parties providing the Services hereunder to so comply with the requirements of each such license or permit during the Term of this Agreement. The failure of Consultant to comply with the terms of this Section shall in no way relieve Consultant of its indemnification obligations under Section 13 of this Agreement.

5. **Personnel and Other Consultants**. All Consultant Parties providing the Services hereunder on behalf of Consultant shall (i) be qualified and competent professionals experienced in rendering the Services described in the Exhibit(s), conforming to the professional standards set forth in Section 3 and (ii) licensed to the extent required by Section 4. Consultant shall ensure that such persons perform the Services in the manner described in Section 3 above. If Consultant's proposal(s) identifies other persons to provide all or a portion of the Services other than Consultant, Consultant shall provide the Company with such person's or persons' qualifications and experience. Consultant shall nevertheless be fully responsible to Company and the indemnity set forth in Section 13 shall apply to Services rendered by other parties to or on behalf of Consultant.

6. **Fees and Reimbursements**. In consideration of the performance of the Services, the Company agrees to pay Consultant the Fees and Reimbursements, computed and presented as set out in Exhibit B hereto. Any single cost or expense subject to reimbursement by the Company which exceeds Two Thousand Five Hundred Dollars ($2,500.00) or which is not listed on Exhibit B must be approved by the Company in advance of the obligation being incurred in order for such cost or expenses to be reimbursed.

7. **Invoices**. Consultant shall bill the Company for the Services based on invoice(s) with appropriate support documentation for the Fee and Reimbursements. Consultant shall submit invoices for the Fee and Reimbursements broken down separately as to each item. Provided Consultant has submitted invoices with appropriate support documentation by the first (1st) of the month, Consultant shall be paid by the thirtieth (30th) of such month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by Company. If the Company disputes or questions any part or all of an invoice, the Company shall advise Consultant in writing of such questions or disputes within thirty (30) days of the Company's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Consultant, including any of Consultant's subcontractor(s) or agent(s) responsible for the Services, in Company's sole and absolute discretion, shall, so long as Company is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and Company shall continue to make payments of undisputed amounts to Consultant in accordance with this Agreement. Except as otherwise determined by the Company, all payments for approved advisors and support consultants will be made to Consultant for payment to the designated advisors and support consultants.

8. **Ownership of Materials.** Except for any and all intellectual property owned by Consultant in the materials (and corresponding designs or processes for making the same), of which none are transferred by this Agreement, all materials produced or purchased at the Company's expense by Consultant or its approved advisory and support consultants shall be the property of the Company. When Consultant completes the Services and is paid in full for all approved and non-disputed Fees and Reimbursements, Consultant shall deliver the originals of all materials produced or purchased by Consultant to the Company within thirty (30) days. Subject to intellectual property already held by Consultant, the Company shall be the owner of any and all work product (including, without limitation, all writings, drawings, specifications, blueprints, pictures, photographs and recordings) created, produced, developed, prepared or submitted by Consultant to Company or to Company by Consultant related to the design of the structure for which Consultant will provide material under this Agreement whether it be in printed or electronic form (the "Work Product"), and Company may reproduce, modify and otherwise use the Work Product created for any and all purposes. The Company shall also be the owner of all intellectual property rights in such Work Product, including all rights of copyright therein. Without any additional consideration, Consultant will execute and deliver any and all further documents that Company reasonably determines may be desirable to perfect its ownership of any intellectual property rights, including any copyright rights, in any of the Work Product. It is the intention of Consultant and the Company that the Work Product is a "**work for hire**" as that term is used in the federal Copyright Act. However, if the Work Product consists of plans and specifications for physical structures, the Company will indemnify Consultant from any claim for property damage or personal injury arising from the use of the plans and specifications for any purpose other than the purpose for which originally produced. Notwithstanding anything to the contrary contained in this section 8, Company acknowledges that elements of the Work Product will consist of materials that are not transferred to the Company, including right, title, or interest in Consultant's proprietary methods, techniques, designs, products, and processes, as well as third party trademark materials in which neither Company nor Consultant has an ownership interest. However, in no event shall the foregoing be deemed to prevent Company from using and owning the Work Product as delivered by Consultant for the purposes for which the Services are intended.

9. **Company's Intellectual Property.** Consultant agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of the Company that Consultant is permitted to use in connection with the Services are used by the consent of the Company and shall remain the sole and exclusive properties of the Company or its Affiliates, and this Agreement does not confer upon Consultant any right or interest therein or in the use thereof.

10. **Termination.**

(a) For convenience, the Company may terminate this Agreement or any of the Services of Consultant at any time with or without cause on seven (7) days' prior written notice. Upon receipt of a notice of termination, Consultant shall cease providing the Services as directed by the Company. Commitments for Services from advisors and support consultants shall be concluded as expeditiously and economically as possible, unless otherwise directed by the Company. If the Company selects an alternate provider of the Services, Consultant shall cooperate with the alternate provider so that the transfer of responsibility may occur as quickly as possible without disruption of the Company's business. Consultant shall in any case be entitled to payment in full for any non-disputed Fees and Reimbursements in connection with all Services it performs until termination of performance has occurred.

(b) This Agreement may be immediately terminated at the election of Company with notice and five (5) days to cure, upon the occurrence of any of the following events:

(i) Consultant's breach of any covenant or failure to perform any obligation under this Agreement; or

(ii) The failure of Consultant to comply with any statute, law or regulation applicable to Consultant in performing Consultant's Services hereunder.

11. **Confidentiality.** Consultant shall not disclose any Confidential Information to others without the Company's prior written consent. Disclosure to Consultant's employees and other professional advisors who agree to be bound by the terms of this Section is permitted when required in connection with the Services. Upon the conclusion of the Services, Consultant shall return all Confidential Information to the Company or shall certify to the Company that all Confidential Information has been destroyed. In addition, Consultant agrees that ideas or concepts under

consideration by the Company and disclosed to or developed by Consultant are confidential and proprietary to the Company and may not be utilized by Consultant for any purpose other than in connection with the Services or disclosed to any third party unless authorized in writing by the Company. Consultant shall not refer to or show the Services provided for Company under this Agreement in any of Consultant's marketing or promotional materials absent Company's prior written approval, which may be withheld in Company's sole and absolute discretion. Consultant agrees to commit the Consultant Parties to protect the confidential and proprietary nature of these ideas and concepts.

12. Performance Reviews. During the Term, Consultant and the Company shall meet as frequently as either party deems necessary to review Consultant's performance of the Services.

13. Indemnification by Consultant; Exculpatory Clause and Waiver.

(a) Consultant hereby agrees to defend, indemnify, protect and hold harmless the Company, its Affiliates and System and their respective members, managers, partners, lenders, officers, joint-venturers, directors, affiliates, representatives, agents, shareholders, attorneys and employees, and each of them and their respective successors and assigns (collectively, the "Owner Parties") from and against any and all Claims occurring incident to or resulting in whole or in part from, the activities of any of the Consultant Parties in connection with this Agreement; provided however, that this indemnity shall not apply to the extent of Company's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Consultant shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Consultant is carrying and maintaining. In any and all Claims against one or more of the Owner Parties by any employee of any of the Consultant Parties, the indemnification obligation under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant Parties under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(b) Consultant Parties acknowledge and agree that System is not a party to this Agreement. Accordingly, System shall have no liability hereunder and no personal or direct liability shall at any time be asserted or enforceable against System on account of or arising out of any obligations arising out of or related to this Agreement. Further, Consultant Parties waive any claims against System, irrespective of the nature of such claims, and agree to look solely to the assets of Company for the enforcement of any claims arising hereunder or related hereto. Consultant Parties acknowledge that this contractual relationship would not be created except with the inclusion of this provision.

14. Waiver. The failure of either party to require the strict performance of any provisions of the Agreement in any one or more instances, or to exercise its rights hereunder or at law or in equity, shall not be construed as and shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

15. Books and Records. Consultant agrees that it will maintain records and books of account reflecting all Fees and Reimbursements and other charges invoiced to the Company, including supporting documentation, according to generally accepted accounting principles consistently applied, for a period of at least two (2) years after the Services are completed or terminated, and that the Company shall have the right to inspect and audit such books, records and supporting documentation at Consultant's office, including any and all correspondence, contracts, books, accounts, and other materials prepared or held by Consultant that are directly related to its performance of the Services. If any overcharges are discovered, Consultant agrees to refund promptly the overcharge to the Company, plus interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law.

16. Supervision. Consultant shall supervise the performance of subcontractors or support consultants retained by it and when requested to do so those retained by the Company in connection with the Services.

17. Releases, Licenses and Permits. Consultant shall obtain all releases, licenses, permits or other authorizations required to use drawings, plans, photographs, copyrighted materials, art work, or any other property or rights belonging to third parties that are required for use in performing the Services. The Company shall cooperate with Consultant in obtaining any such release, license, permit, or other authorization.

18. Insurance. Consultant and its advisors and support consultants of every tier shall maintain, with companies satisfactory to the Company, any and all insurance which would otherwise be obtained in the course of prudent business practice and shall comply with all terms and conditions thereof. Such insurance shall include, without limitation, the types of insurance in minimum amounts as listed on the Schedule of Insurance attached to this Agreement as Exhibit C. Consultant understands and agrees that Consultant is not covered and may make no claim under any of Company's insurance policies.

19. Miscellaneous.

(a) **Notices.** All notices required to be given under this Agreement shall be given to the other party in writing and by personal delivery, facsimile (with telephonic confirmation of receipt), or certified mail with return receipt requested, to the address of each party given in the Summary of this Agreement and with copies to such other parties as set forth below. Notice given by personal delivery or facsimile shall be effective when received and notices by certified mail shall be effective the third business day after such notice is deposited in the United States mail postage prepaid. Copies of any such notices shall be provided as follows:

IF NOTICE IS TO COMPANY:	IF NOTICE IS TO CONSULTANT:
Newland Real Estate Group, LLC Attn: Legal Department 9820 Towne Centre Dr. San Diego, CA 92121-1974 Telephone: 858/455-7503 Facsimile: 858/455-6142	3form Inc. Attn: Wynn Clayton 2300 South 2300 West Salt Lake City, UT 84119 Telephone: 801/649-2529 Facsimile: 801/649-2699

(b) **Independent Contractor.** Consultant is an independent contractor in the performance of its duties under this Agreement. The detailed methods, manner and means of conducting the Services shall be under the complete control and direction of Consultant. Consultant understands and agrees that none of the Consultant Parties are entitled to any of the rights, privileges or benefits established for Company's employees. Consultant understands and agrees that Company will not pay or withhold from any amounts paid to Consultant under this Agreement any income tax, self-employment tax, payroll tax, workers compensation or other similar payments, and all such payments as may be required by law are the sole responsibility of Consultant. No partnership or joint venture is intended or implied by this Agreement.

(c) **Safety.** Consultant shall comply with all safety and loss prevention rules and procedures established at each work site as well as all applicable safety and health laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Consultant's employees. Consultant shall notify the Company immediately, by telephone with prompt confirmation in writing, of injuries and fatalities that occur to its employees or subcontractors in connection with this Agreement and shall provide the Company with reports of any injuries and fatalities as the Company shall deem necessary, including but not limited to copies of all reports and other documents filed or provided to Consultant's insurers and the agencies having jurisdiction in connection with injuries or fatalities. If the Company determines that Consultant has breached or violated the terms of this Section 19.c., the Company shall have the right to suspend the Services or terminate this Agreement, as the Company shall determine, in its sole discretion, and the Services shall not recommence until and unless the Company is satisfied that the safety provisions will not thereafter be breached or violated. Nothing contained in this Section shall be interpreted as (i) enlarging the Company's legal duty to Consultant or to Consultant's agents, employees, subcontractors, advisors, support consultants or third parties, or (ii) altering the status of Consultant as an independent contractor under this Agreement.

(d) **Assignment.** This Agreement may not be assigned by Consultant, but may be assigned by the Company to an Affiliate, lender, or in connection with a sale of the property which is the subject matter of the Services hereunder.

(e) **Amendment.** This Agreement may be amended only by a written instrument which refers to this Agreement and is executed by each of the parties hereto.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Consultant and the Company.

(g) **Governing Law.** The laws of the city, county and state where the Project is located shall govern and control the construction, interpretation and enforcement of this Agreement, excluding any conflict of law rule which would refer any matter to the laws of any other jurisdiction.

(h) **Non-Discrimination in Employment.** During the Term of this Agreement, neither Consultant nor the other Consultant Parties shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant and the other Consultant Parties shall assure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant and its affiliates, employees and agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. During the Term of this Agreement, Consultant, its affiliates, employees and agents shall conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated therein.

(i) **Counterparts.** This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. In addition, properly executed authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

(j) **Successors.** Subject to the provisions of Section 19(d) above, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming by, through or under any of the respective permitted successors or assigns.

(k) **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

(l) **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the parties hereto shall continue to be bound thereby.

(m) **Time of the Essence.** Time is of the essence of this Agreement. Consultant shall prosecute the Services hereunder with diligence and in such a manner as is necessary to complete the Services on or before the completion date or dates specified in the Exhibit(s), it being understood by Consultant this being of the utmost concern and matter to the Company.

(n) **Cumulative Remedies.** All rights, privileges and remedies afforded the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.

20. **Dispute Resolution.** Any dispute or claim between the Company and Consultant relating to or arising out of this Agreement and/or the Services performed by Consultant under this Agreement shall be subject to the provisions of this Section 20.

(a) Company and Consultant shall first submit all claims, disputes and other matters in question arising out of or relating to this Agreement or the actual or alleged breach thereof (collectively, "**Dispute**") to non-binding attempts at mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any legal requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the

Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the dispute, including, but not limited to, all Consultant Parties. If any Dispute has not been resolved within forty five (45) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following paragraph.

(b) Except as provided in paragraph (c) below, any Disputes which cannot be resolved by the parties through mediation as provided for above, including but not limited to the validity, interpretation of performance or non-performance of this Agreement and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "Rules"). Such arbitration shall take place at a location determined by Company in the State in which the Project is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars ($100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars ($100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in accordance with the Rules. Except as set forth in paragraph (c) below, no arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by Company and Consultant and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding and not subject to appeal or review. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if Company is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Consultant, which Company believes involves or may involve Consultant, then Company shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Consultant into the Dispute, arbitration, litigation or other legal or administrative action between Company and such other person(s). Consultant hereby consents to such consolidation. Further, if such dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Consultant agrees to be so bound by such decision. Consultant also agrees to attend and participate fully at any mediation which Company believes involves or may involve Consultant, and to participate equally with other parties in sharing costs of such mediation. Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or litigation, Consultant shall continue to perform all obligations under this Agreement, unless terminated by Company as provided herein.

(d) If either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the nonprevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of such attorneys' fees and all cost and disbursements incurred therein and in any mediation respecting the subject matter of such action or proceeding and including any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court, arbiter or mediator in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

(e) Each party to this Agreement hereby waives its respective right to a trial by jury.

21. **Acknowledgment and Understanding; Interpretation**. Each of the parties hereto specifically agrees that it has a duty to read this Agreement and agrees that it is charged with notice and knowledge of the terms of this Agreement; that it has in fact read the Agreement and is fully informed and has full notice and knowledge of the terms, conditions and effect of this Agreement; that it has been represented by independent legal counsel of its choice throughout the negotiations prior to its execution of this Agreement and has received the advice of its attorney in entering into this Agreement; and it recognizes that certain of the terms of this Agreement result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. In addition, each party agrees that this Agreement shall not be construed against Company merely because of Company's involvement in its preparation and the parties hereto agree that such fact shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Agreement. Further, the parties agree that any deletion of language from this Agreement shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

22. **Compliance with Laws**. Consultant agrees, at its own expense, to comply and to cause the Consultant Parties to comply with all requirements of any existing federal, state and local laws, rules, regulations and requirements ("Legal Requirements") at all pertinent times in connection with the performance of the Services hereunder.

23. **Exhibits**. If there are any terms and conditions contained in any exhibit(s) attached hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail. All exhibits attached hereto are incorporated herein by this reference.

24. **Conflict of Interest**. Consultant hereby agrees to notify Company and seek Company's approval prior to Consultant's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Consultant's Services under this Agreement. Company may deny any such approval for Consultant's retention set forth above, in the event Company, in Company's sole and absolute discretion, should conclude that such retention would have an adverse affect on Consultant's Services under this Agreement or on the Project generally.

25. **Fair Housing**. Consultant acknowledges that Company and its Affiliates are (i) pledged to the letter and spirit of U.S. policy for achievement of equal housing opportunity throughout the nation and (ii) encourage and support community development programs in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin.

BALANCE OF PAGE INTENTIONALLY OMITTED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT

3FORM INC.
a Utah Corporation

By: _____

Name: Ulyana K Clayton

Title: CFO

COMPANY

NEWLAND REAL ESTATE GROUP, LLC
A LIMITED LIABILITY COMPANY

By: _____

Name: Sam Gladstein

Title: VP, Ops

EXHIBIT A
SCOPE OF SERVICES/SCHEDULE OF PERFORMANCE

Consultant shall fully and faithfully perform all Services reasonably necessary for the Project, including without limitation, the following:

a. Coordinate all consulting activities with Company's designated representative for the Project, Sam Gladstein;

b. Submit a monthly, or more frequently as requested by Company, written status/progress report of all activities conducted by Consultant for the Project; and

c. Perform the services as described on Exhibit "A-1" which is attached hereto and made a part hereof.

d. Estimated date for completion of Services: 12/31/2011

e. With respect to any reports or work product produced under this Agreement, Consultant shall issue any such reports and/or work product to: "Company and any Affiliate or other entity managed, either directly or indirectly, by Company."

[INTENTIONALLY LEFT BLANK]

EXHIBIT A-1

Proposal of Services

Symphony Park Front Entry Monument, Design, Manufacturing and Shipping

Memorandum

City of Las Vegas
Economic and Urban Development Department

Time Sensitive

To: Bill Arent, Director

From: JoAnn Crolli, Business Specialist

Via: Steve van Gorp, Deputy Director

cc: Scott Carter, Redevelopment Officer

Date: April 4, 2011

Re: Contract for Symphony Park Front Entry Monument

Attached please find a memo from Sam Gladstein outlining a final proposal from 3-Form Advanced Technology in the amount of $468,782.35 for the design, manufacturing and shipping of the front entry monument at Symphony Park.

The budget for this contract is from the Phase IIA Life of Project Costs, which were appropriated for the construction of the park on Parcels M1 and M2.

Please review, sign below acknowledging your approval and return to me at your earliest convenience. Sam will need approval by April 8th.

If you have any questions, please let me know.

Thank you.

APPROVAL:

4/5/11

William Arent, Director Date

117741
10359

NEWLAND™

MEMO

TO: JoAnn Crolli

FROM: Sam Gladstein

CC: Scott Carter

DATE: 4/4/2011

SUBJECT: Contract for Symphony Park front entry monument

X URGENT X FOR REVIEW ☐ PLEASE COMMENT X PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS: **TIME SENSITIVE**

JoAnn:

Attached, please find a final proposal from 3-Form Advanced Technology for the front entry monument at Symphony Park in the amount of $468,782.35. Because of the current unrest in the Middle East, which is where raw material for the Koda XT panels (referenced in the proposal) is sourced, there will be a significant price increase within the next two weeks. It is anticipated that the front entry monument pricing could be as much as $20,000 higher. 3-Form will hold our current pricing until next Friday April 8th. It would be advantageous for the project to take advantage of this price savings, especially since we still need to contract with a sign company to complete the installation of the project.

Please don't pay attention to the May quote expiration date that is indicated on the 3-Form proposal. They reissued the proposal to reflect a $6000 discount for shipping and their computer system automatically generates a new date. The April 8th date is our cutoff.

The 3-Form proposal includes the design, manufacturing, and shipping of the monument. A separate contract will be required from a qualified sign installer for the fabrication and installation of the monument.

The budget for this proposal is part of the Phase IIA Life of Project costs, which were appropriated for the construction of the park on Parcels M1 and M2. That budget currently has $1.5M available.

In addition to pricing with 3-Form, we requested competitive bidding from Salt & Associates, the company that was award the contract for the Symphony Park signage along Grand Central Parkway. Please refer to the attached letter from Bob Salt, which indicates that 3-Form is the best choice the front entry monument.

Please contact me with any questions.

Sam Gladstein

SALT & ASSOCIATES | global print management

1042 N El Camino Real
Suite B509
Encinitas, CA 92024 USA
T 760.635.0221
F 760.635.0222

Nancy Higgins
SYMPHONY PARK MARKETING
6130 Elton Avenue
Las Vegas, Nevada, 89107

Dear Nancy:

Many thanks for the opportunity to review the specifications and plans for the new Monument Signage for Symphony Park. Per your request, after receiving the specifications, I contacted some of my resources for such signage as well as researched several others to see if we could get a competitive option to the proposal you were provided from 3form.

I checked with some of the local, Las Vegas resources we explored for the park fencing graphics and both Fusion and Influent are primarily print oriented signage companies and do not get into such hard material fabrication.

I contacted a couple other resources, such as Sever Signs in Perris, CA and Los Angeles Sign Company. Sever had some experience in the type of monument you are considering, but did not really have the durable, color material needed to make it work.

Doing further research, I spoke with San Diego Electric Sign, National Sign Fabricators in Phoenix, and Quantum Sign Fabricators in Illinois. Quantum Sign had the best experience with large, tall signage, but again they were limited in the materials needed to make it work as designed.

Seems the prime materials being used by 3form, their Koda XT panels, is rather unique in its durability, strength and color richness.

I'm sorry to share that I was unable to come up with a viable alternative for consideration on this project.

Regards,

Robert J Salt
President

3form | Advanced Technology
2300 S 2300 W, Suite B, Salt Lake City, Utah 84119. 1-800-726-0126

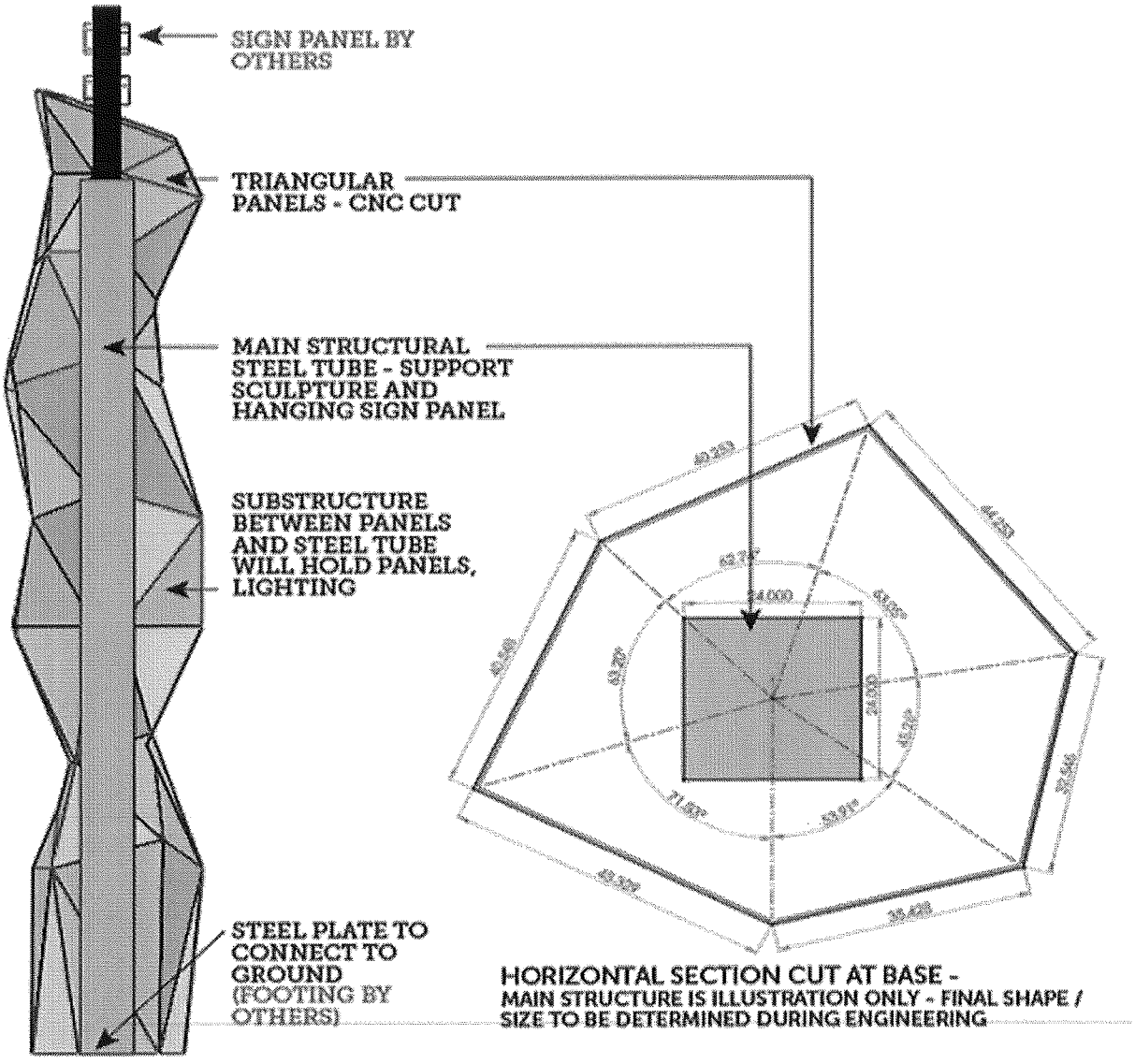
Project:	**Symphony Park**
In Collaboration with:	Davies Associates, Inc. Paul Hershfield
Project Owner:	Sam Gladstein c/o The Symphony Park Master Association 6130 Elton Avenue, Suite 212 / Las Vegas, NV 89107
3form Sales Representative:	Rebecca Koteen / 310-272-6088
3form Director of Business Dev.:	Ruben Suare / 949-280-5998
3form ATG Estimator:	Jen Silbert / 801-649-2542
Project Scope:	38' tall exterior signage using 3form Koda XT panels in a variety of colors. The design is a series of faceted geometry panels. 3form to design and develop the support system for the sculptural installation, including panels, point support hardware, substructure and major internal structural support. 3form will engineer the system to support the signage panel as well.
Quote Submittal Date:	April 1, 2011
Quote Expiration Date:	May 1, 2011
Estimated Lead Time:	19 Weeks
Estimated Project Install Date:	
Project Overall Cost (Pre-Tax)	$439,908.31
Project Overall Cost (w/est. tax*):	$468,782.35
*Note	Tax is estimated for the assumed shipping destination of Nevada . Estimate includes state tax only. Does not include any local or municipal taxes.
Application:	Exterior Sculptural Installation

Design rendering based on 3form 3D model of the panels. 3form to provide turnkey system of panels, hardware, structure, and lighting:

Initials Date:

SCOPE OVERVIEW

3form is responsible for the panels, point support hardware, substructure, internal support structure (for sculpture and signage), and all associated engineering, detail development, fabrication drawing and 3D modeling. The sculpture will be delivered to the site as a kit of parts for easy installation.



3form Solidworks 3D model of the panel geometries. All structure is preliminary until final design and engineering.

Initials _____ Date: _____

MATERIAL

Panel Type	Koda XT with C3 color (3 layers each panel)
Gauge	1/2"
Size	4' x 8' standard and 4' x 10' custom for the bottom base panels
Quantity	There are (11) 4x10 and (25) 4x8 needed to fabricate (80) triangles for the sculpture surface
Front Finish (Face)	Sandstone
Back Finish	Standstone
Layup Notes	Panels will have C3 color. The colors below have been sampled and approved. The final color layout will be determined based on the modeling completed in Phase 1 of the project. Moss x1 Rose x1 Midnight x1 Surf x1 with Aloe x1 Blush x1 Glow x1 with Bewitched x1 Marsh x1 with Tide x1 Vitamin C x1 with Camel x1

> Panel Specifications must be approved via signature on submittal sample. Any changes to the panel specifications contained within this quote will require confirmation via signature. See also the change order section below.

MATERIAL FABRICATION

The panels will be prefabricated at the 3form factory and delivered to site ready for install. On-site fabrication will be kept to a minimum.

CNC Trimming 3 axis	All panels will be CNC cut to precise geometry
Edge Finishing	Panels edges will be polished
Panel Joinery	There is a <1" gap between all adjacent panel edges
Drilling	Holes for hardware point supports to be pre-drilled

HARDWARE COMPONENTS

3form ATG will design and develop the hardware system, including point supports, substructure, and main structural support

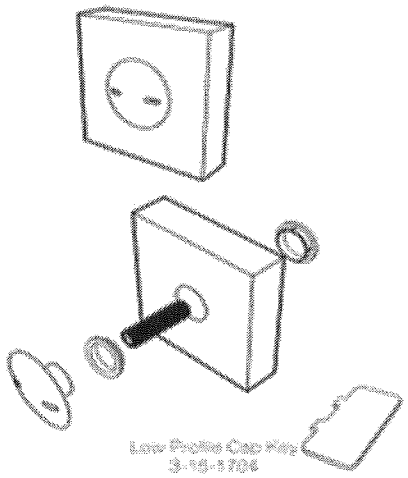
> *CONNECTION HARDWARE*

> The panels will connect to the substructure with exposed exterior point supports. The 3form standard XT point supports will be modified (or substituted) to have a low profile cap edge

> There are at least 6 point supports per triangular panel, with 2 point supports along each edge. Point supports will not be directly in the corners

> The installation is not watertight - weather will pass between the 1" gap at all panel edges

Initials _____ Date: _____



Low profile cap head. This is an interior part, but a similar aesthetic will be developed for the exterior application, especially considering tamper-resistance (the low profile cap uses a special tool for installation and is therefore harder to tamper with)

> *MAIN STRUCTURAL COLUMN*

> 20" x 20" square internal structure to support the 3form panels and the Symphony Park sign (panels and letters for the sign by others)
> Main column runs the full height of the structure, approx. 39'
> Base plate at bottom to anchor into the ground
> Main structure will ship to site in 3 pieces for easy on-site assembly

> *INTERNAL SUBSTRUCTURE*

> Internal substructure will hang off the main structural column to connect to the panels
> The design will be finalized during the design development / engineering phase of the project, and will be tied back to the main structural column with structural tubular struts
> Substructure to be either an offset surface or space frame system, each option will support the panels with point supports as well as the 3form lighting solution

LIGHTING

3form Light Design will provide the light system for the sculptural installation, to create dynamic light effects over the faceted surface
> Lights will be 3form proprietary HP LED system suitable for exterior applications
> Because the panels are faceted, the lighting will not be even across the installation, and will illuminate certain areas more brightly than others
> The HP LED light bars throw light ~36", therefore there will be a gradient on some of the panels that are further from the light sources
> One edge of each triangle panel has a light fixture
> There are a total of ~ 500 linear feet of lighting quoted, for ~ 61 triangular panels
> Lights are white. The exact temperature of the lights will be determined during the prototype phase of the project when this can be evaluated at full scale

Initials Date:

SERVICES

Material Development	Koda XT 3C colors
Digital Modeling	Full 3D model will be presented for review and approval, and used for panel / hardware
Hardware Design	Point support hardware to connect between panels and structure
Engineering	
- Hardware	Point supports
- Sub-Stucture	Strut system to connect between panels and main structure
- Main Structure	Steel structural column
- Stamped Drawings	All engineering calculations will be stamped and signed by a NV licensed engineer
Lighting	3form light design to specify, test and provide light fixtures
Shop Drawings	Full set of shop drawings showing panels and hardware will be submitted for review and approval
Site Services	A 3form representative will be on site for 3 days at the start of the installation
Prototype	Full scale prototype using (3) 4'x8' panels will be fabricated, including all internal structure, hardware, and lighting to test the panels, connections, light effect. Prototype will be assembled in Salt Lake City for review and approval.

Site Conditions & Installation

3form is not responsible for site measurements, site preparation, or installation. All site conditions must be provided to 3form prior to commencing engineering and design development. 3form is not responsible for discrepancies between site measurements and finished product.

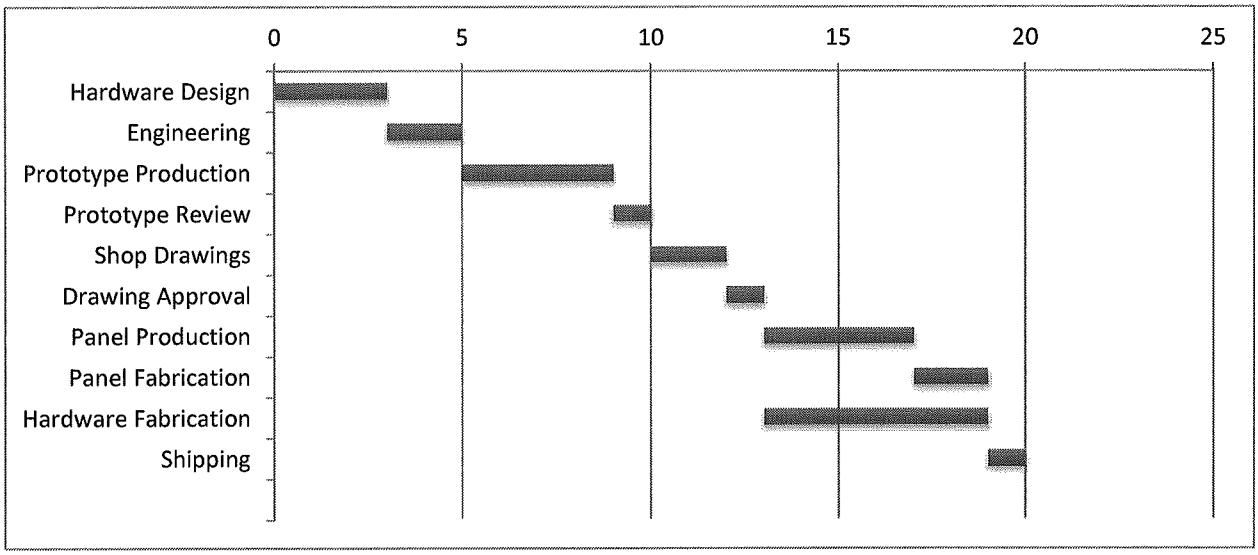
> Installation of the 3form system is not included in this quote. However, a 3form ATG representative will be available for 3 days of on-site installation oversight.

Leadtime / Schedule

Project has standard 3form lead times and delivery schedule. Manufacturing of panels will not and cannot begin until a signed submittal sample is received verifying material layup, composition, and finishes. See representative chart.

Schedule Item	Weeks
- Hardware Design	3
- Engineering	2
- Prototype Production	4
- Prototype Review	1
- Shop Drawings	2
- Drawing Approval	1
- Panel Production	4
- Panel Fabrication	2
- Hardware Fabrication	6
- Shipping	1
Total	19

Initials_____ Date:_____



*Note: Panel production may not begin or be scheduled until panel specifications are approved by signature on a signed submittal sample.

**Note: Hardware fabrication may run concurrently with panel production.

Shipping

Project will be crated and shipped or delivered via dedicated truck. Shipping takes approximately 1 week.

Change Orders

Any changes from this signed agreement documenting scope, schedule, and cost will result in a change order. Prior to commencing work on the change order, a signed change order documenting those changes in scope, schedule, and cost must be executed by all parties to this agreement. Additionally, payment must be received for that change order per the payment terms of this agreement.

Payment

Project will not ship prior to payment being received in full. 40% downpayment required at time of signing, 30% due within 60 days of signing (or prior to shipment, whichever is sooner), and the remainder due prior to shipment. Failure to receive payments at specified times will result in a delay of schedule. All change orders related to this agreement must also be paid in full prior to shipment.

References

The following drawings files and minute notes were referenced in the creation of the quote.

Filename:	Date:
3form 3D model	2/20/2011 0:00

Initials Date:

*PROJECT COST**		*$439,908.31*
Project Phase 1 - Completed 02/10/11		*-$6,500.00*
Shipping		*$12,000.00*
Shipping Reduction (As 04/01/11 discussion)		*-$6,000.00*
Nevada	*0.06500 ‡*	*$29,374.04*
TOTAL PROJECT COST WITH ESTIMATED TAX		*$468,782.35*

**NOTE: Prices may change without notice due to raw material cost increases.*
All pricing is in US Dollars.

‡ Estimated Tax is calculated on total project cost.

Not Included in this quote:

> Installation or assembly
> Iterations and modifications to approved data
> Testing of materials for Code requirements.
> Electrical engineering or electrical conduit / boxes
> Concrete footing

Additional Conditions:

a Depending on the nature of the project, it can be assumed that some fitting/trimming of panels will be required for final installation. This quotation includes material, meaning fabricated panels &/or hardware, as outlined in this quotation. It does not include installation or any installation costs related to this final fitting of panels. Bidder should factor this in. Unless otherwise agreed upon, signee agrees to hold 3form harmless for any additional installation costs that may be the result of site conditions, incorrectly fabricated panels or incorrectly installed material.

b The schedule &/or lead-times presented above are subject to change and are calculated from the receipt of a signed PO, required deposit, and final panel specification approval. Additionally, it is dependent upon receiving necessary requested approvals within 48 hours, or 2 business days, from time of request, unless otherwise stated. Change orders will impact the schedule.

c This document and the attachments, if any, may contain proprietary information including design concepts, drawings and details that are protected by copyright and are to be treated as confidential. You must not disclose copy, circulate or use the information contained in this document without the consent of 3form or for any non-3form supplied project.

d Unless otherwise noted, drawings and modeling prepared within the context of this quote &/or resulting project are not prepared by licensed architects.

e By signing this document you agree that the proposed number of panels and molds required to fabricate proposed installation is sufficient and correct. Any changes to either the number of molds or panels will result in a change order and resultant fees.

f Standard 3form Terms and Conditions, as presented on the following page.

g Unless otherwise noted, Change Orders will impact the production schedule and shipping dates. The minimum impact a change order will have upon the schedule of a project will be two weeks extension.

3form TERMS AND CONDITIONS:

Initials Date:

1 The following terms and conditions shall govern unless a conflicting term or terms appear in this individual proposal (above), in which case the terms of this proposal shall govern.

2 All sales subject to the 3form limited product warranty and product specifications available to view or download at www.3-form.com.

3 Pricing is per sheet, based on full 48"x 96" sheets only unless otherwise specified.

4 40% deposit is due upon receipt of a signed P.O., with the balance due prior to shipment.

5 All prices are in U.S., Incoterm FCA . Salt Lake City, Utah, freight prepaid and added to invoice.

6 Changes to a signed P.O. will result in a minimum change order fee of 5% of the order value, unless the change results in an increase in the total order amount in excess of 5%. Changes must be in writing.

7 Cancellation fee for signed P.O.s is 10% plus a fee for the work completed through the cancellation date.

8 Quoted prices are firm for 30 days. Thereafter, prices are subject to change without notice, until the order is accepted by 3form after receipt of (a) a signed P.O. and (b) a 40% deposit.
Standard lead-time is 19 weeks from order acceptance by 3form.

9 The prices listed in this P.O. may not include taxes. If Customer is required to pay, or is charged, sales, use, property, value-added, income tax withholding or other taxes based on the Products sold pursuant to this P.O. or on Customer's sale of the Products, then such taxes shall be billed to and paid by Customer. If a party is required to withhold any tax from any payment, then the amount of the payment will be automatically increased to offset such tax so that the amount remitted to 3form, net of all taxes, equals the invoice amount or otherwise due.

10 Due to dye lot variations and the nature of the manufacturing process, dye lots, gauges and textures may vary slightly from samples provided by 3form customer representatives and the Varia sheets actually delivered. 3form warrants that the Varia sheets will be substantially similar to those samples provided to its customers, but cannot guarantee exact replicas.

11 Products which include natural or irregular 3-dimensional inserts will be subject to the following: a) patterns will vary from sheet to sheet, b) density and layout may vary across a single sheet and c) surface imperfections may exist. Surface imperfections include dips, shiny spots and inconsistent texture.

12 Custom fabrication is available. Please call for details and pricing. Customer acknowledges that, to the extent any product ordered is to be fabricated, customer (a) has reviewed and agreed upon a seaming and edge finishing technique with a 3form customer representative and understands that all seams are visible and subject to some slight irregularities in gauge and texture and (b) understands that if the fabricated product is to be heat draped or molded, the surface finish of the Varia product will be subject to slight irregularities due to the fabrication process.

13 Without additional approvals, 3form retains the right to photograph and publish photographs of the final installation of the product sold in this purchase order.

14 If any portion of an account is referred to a collection agency or an attorney for collection. Applicant shall pay reasonable collection costs and attorney's fees and costs plus finance charges of 1.5% per month.

Initials _____ Date: _____

15 Any of the terms and provisions of any order by Applicant (or Buyer), in which are inconsistent with the terms and provisions hereof shall not be binding on 3form, and shall not be considered applicable to the sale or shipment of any items by 3form, unless expressly agreed to in writing, signed by an officer of 3form.

16 If materials are complete and 3form is not able to ship because final payment or shipping instructions have not been received a fee of $10 per day after 5 days past the ship date (min $50) will be added to the order total and must be paid prior to shipping the order.

17 Material orders are non-refundable and non-returnable.

18 All negotiations and contract performance are deemed to have occurred in Salt Lake City, Utah. Customer agrees that any legal disputes shall be resolved exclusively in Salt Lake County, State of Utah, and shall be governed by Utah law.

19 Customer is responsible for inspecting materials prior to installation.

20 3form understands the scheduling requirements of the job and will use all reasonable business practices to deliver the job on the agreed upon schedule, however the customer agrees to hold 3form harmless from late penalties or claims including any claims for actual or consequential damages if the project is delivered late.

21 3form is not responsible for field conditions, field measurements, site surveys, or installation.

If this quote and the associated terms and conditions are suitable, please initial and date each page and sign below. Upon receipt of signed quote and deposit, 3form will create a CO (customer order) commence work upon the project..

Customer Signature _____ Date / /

Signature of other interested Parties with responsibilities as described in this quote. _____ Date / /

Initials _____ Date: _____

EXHIBIT B
Fees and Reimbursements

Fees: Consultant's Billing Rates are attached hereto as Exhibit "B-1" and made a part hereof.

Reimbursements:

1. Out of Pocket Expenses.

   Consultant is to be reimbursed for all reasonable and actual (without mark-up) out-of-pocket expenses directly associated with Consultant's performance of the Services, including but not limited to:

   a. Courier;

   b. Reproduction (not to exceed $.10 per copy);

   c. $.44.5 per mile (or, if different, the current IRS Standard Mileage Rate) for legitimate automobile travel, in attending meetings and/or appointments;

   d. $50 per month for legitimate phone expenses.

   Such out-of-pocket expenses shall not exceed $_____-0-_____ without Company's prior written approval.

2. Travel Expenses.

   Consultant is to be reimbursed for all reasonable out-of-town travel expenses (without mark-up) directly associated with Consultant's performance of the Services, including, but not limited to [specify dates and trips, if possible]:

   e. Air fare (coach class only);

   f. Ground transportation;

   g. Hotel (business class);

   h. Meals.

   Such out-of-town travel expenses shall not exceed $_-0-_____ per trip and $_____ in the aggregate, without Company's prior written approval.

EXHIBIT C

SCHEDULE OF INSURANCE
PROFESSIONAL AND CONSULTING SERVICES AGREEMENT

Consultant shall carry and maintain, and shall cause any and all approved advisors and support consultants to carry and maintain, at all times during the term of this Agreement, and thereafter if so designated hereinafter, at no cost to the Company, the following insurance coverages in amounts not less than those shown below, through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A VIII, and shall comply with all of the provisions in this Schedule of Insurance:

a.	TYPE OF INSURANCE	MINIMUM LIMITS
	I. Workers' Compensation.	Statutory limits complying with the laws of the state in which the project is located during performance by Consultant pursuant to this Agreement), and employer's liability insurance with limits not less than $1,000,000 bodily injury by accident (each accident), $1,000,000 bodily injury by disease (policy limit), and $1,000,000 bodily injury by disease (each employee).
	II. Commercial General Liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in this Agreement), broad form property damage coverage (including completed operations).	Not less than $1,000,000 per occurrence, $1,000,000 personal and advertising injury, $2,000,000 general aggregate limit, and $2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater.
	III. Commercial Automobile Liability including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation, any machinery or apparatus attached thereto.	$1,000,000 per accident.
	IV. Professional Liability (Errors and Omissions) to be carried and maintained during the term of the Agreement and for a period of three (3) years thereafter covering liability to Company imposed by law or contract arising out of an error,	$1,000,000 per occurrence and in the aggregate.

	omission or negligent act in the performance, or lack thereof, of professional services and any physical property damage, bodily injury or death resulting therefrom. Policy shall at all times include a retroactive date no later than the Effective Date.	

b. Waiver of Subrogation. All policies listed under Section a. I, II and III shall be endorsed to provide that each insurer thereunder waives its right of subrogation against or contribution from the Company, its Affiliates, the Project Owner, or any of their insurers.

c. Additional Insureds. The policies listed above under Section a. II & III shall name the Company, its Affiliates, System and any lender identified by Company as (i) additional insureds under the CGL policy required above, by issuance of both ISO Form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents acceptable to Company, and (ii) as additional insureds under the commercial automobile liability insurance.

d. Primary Coverages. All policies shall be primary insurance for Consultant Parties and the Company, Company's lender(s), the Owner Parties and such other persons and entities as may from time to time be designated by Company. Such policies shall contain a clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as that provided to Consultant Parties and may not contain any exclusionary language or limitations applicable to the additional insureds.

e. Deductibles and Self-Insured Retention. No deductible or self-insured retention shall exceed $50,000 per occurrence for the coverages required above. Consultant may seek written approval by Company of a deductible or self-insured retention exceeding $50,000 per occurrence, which Company may (but is not obligated to) grant in its sole discretion.

f. Verification of Coverage. Prior to commencing the Services, Consultant shall deliver to Company the required endorsements and waivers of subrogation referred to in this Exhibit C, as well as certificates of insurance evidencing the coverages referred to in this Exhibit C. Promptly upon Company's request, Consultant shall deliver to Company a copy of any and all of the insurance policies and other insurance documents required by this Exhibit C. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be received at the business office of Company prior to the expiration of the existing policy or policies.

Permitting Consultant to start or continue services, or releasing any progress payment prior to compliance with these requirements shall not constitute a waiver thereof. If at any time Consultant's insurance fails to meet the requirements stated herein, all payments may be held until the deficiency has been resolved.

Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must, and the policies shall be endorsed to, provide Company with not less than thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage. Consultant shall, immediately upon receipt, provide Company with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its agents or representatives" wording from the cancellation provision of all said certificates will be lined through and initialed by an authorized agent of each insurer.

g. Acceptability of Insurers. All insurance carried in accordance with this Schedule of Insurance shall be provided through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A:VIII.

h. Failure of Compliance with these Provisions. The failure of Consultant to carry and maintain the insurance coverages under this Schedule of Insurance, including, without limitation, the failure to maintain the Professional Liability (Errors and Omissions) during the term the Services are performed and for three (3) years thereafter, shall not be deemed to limit Consultant's liability or in any way limit, modify or otherwise diminish Consultant's indemnification obligations contained in this Agreement. The insolvency, bankruptcy or failure of any insurance company issuing insurance for Consultant, or the failure or refusal of any insurance company to pay claims shall not be held to waive any of the provisions of this Agreement. In the event Consultant fails to carry and maintain the insurance specified herein, the Company may, at its option, but without the obligation to do so, secure such insurance, and the cost thereof, plus a five percent (5%) administrative charge, shall be paid by the Consultant to the Company within ten (10) days after demand from the Company to Consultant, or, at the Company's discretion, offset such amount against any amounts due from the Company to Consultant.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
3form, Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2300 South 2300 West

Requester's name and address (optional)

City, state, and ZIP code
Salt Lake City, UT 84119

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
87 : 0550558

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ Matt VanDam | **Date** ▶ 6-21-2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Policy Number: 8019770400

Date Entered: 8/13/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LAUB INSURANCE AGENCY 2809 S State St SLC, UT 84115	CONTACT NAME: PHONE (A/C, No, Ext): (801)486-2171 FAX (A/C, No): (801)487-9031 E-MAIL ADDRESS: chris@laubinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Truck Insurance Exchange	
INSURED 3-Form, Inc. 2300 Decker Lake Blvd, Suite B SLC, UT 84119	INSURER B: Essex Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			06593-81-77	8/1/2010	8/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS			06593-81-77 06593-81-77	8/1/2010 8/1/2010	8/1/2011 8/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			06593-68-38	8/1/2010	8/1/2011	EACH OCCURRENCE AGGREGATE Products/	$ 10,000,000 $ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Hired/non-owned auto			06593-81-77	8/1/2010	8/1/2011	$500 comp	$500 coll

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Newland Real Estate Group, LLC and it's affiliates have been listed as additional insured with regard to CGL and commercial automobile coverage per form BP 04 05. Coverage is primary and non-contributory. Waiver of subrogation in favor of Newland Real Estate Group, LLC. 30-day cancellation notice applies.

CERTIFICATE HOLDER

Newland Real Estate Group, LLC
2850 E Camelback, Suite 300
Phoenix, AZ 85016

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christopher Laub

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Attach to your policy with the same policy number shown on this endorsement

ENDORSEMENT

Effective Date
04/20/11

Policy Number of the Designated Company
06593 81 77

Additional Insured endorsement BP04500197

Newland Real Estate Group, LLC
NNP IV Investors, LLC
California Public Employees Retirement Systems (CALPERS) and any of their respective parents, partners, subsidiaries, & affiliates
City Of Las Vegas
City Parkway V

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

Countersigned _____
Authorized Representative

91-0002 (E0002) 1st Edition 9-88
SH/500

D-91 1751

May-10-2011 09:18 AM LAUB INSURANCE AGENCY 801-487-9031

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

E3306
1st Edition

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Effective Date 04/20/11 Policy Number 06593 81 77

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization: Newland Real Estate Group, LLC
(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition K. **Transfer Of Rights Of Recovery Against Others To Us** in the Businessowners Common Policy Conditions is amended by the addition of the following:

3. We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

May-10-2011 09:18 AM LAUB INSURANCE AGENCY 801-487-9031 3/4

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE*

Name Of Person Or Organization

Newland Real Estate Group, LLC

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an Insured, but only with respect to liability arising out of your ongoing operations performed for that insured.

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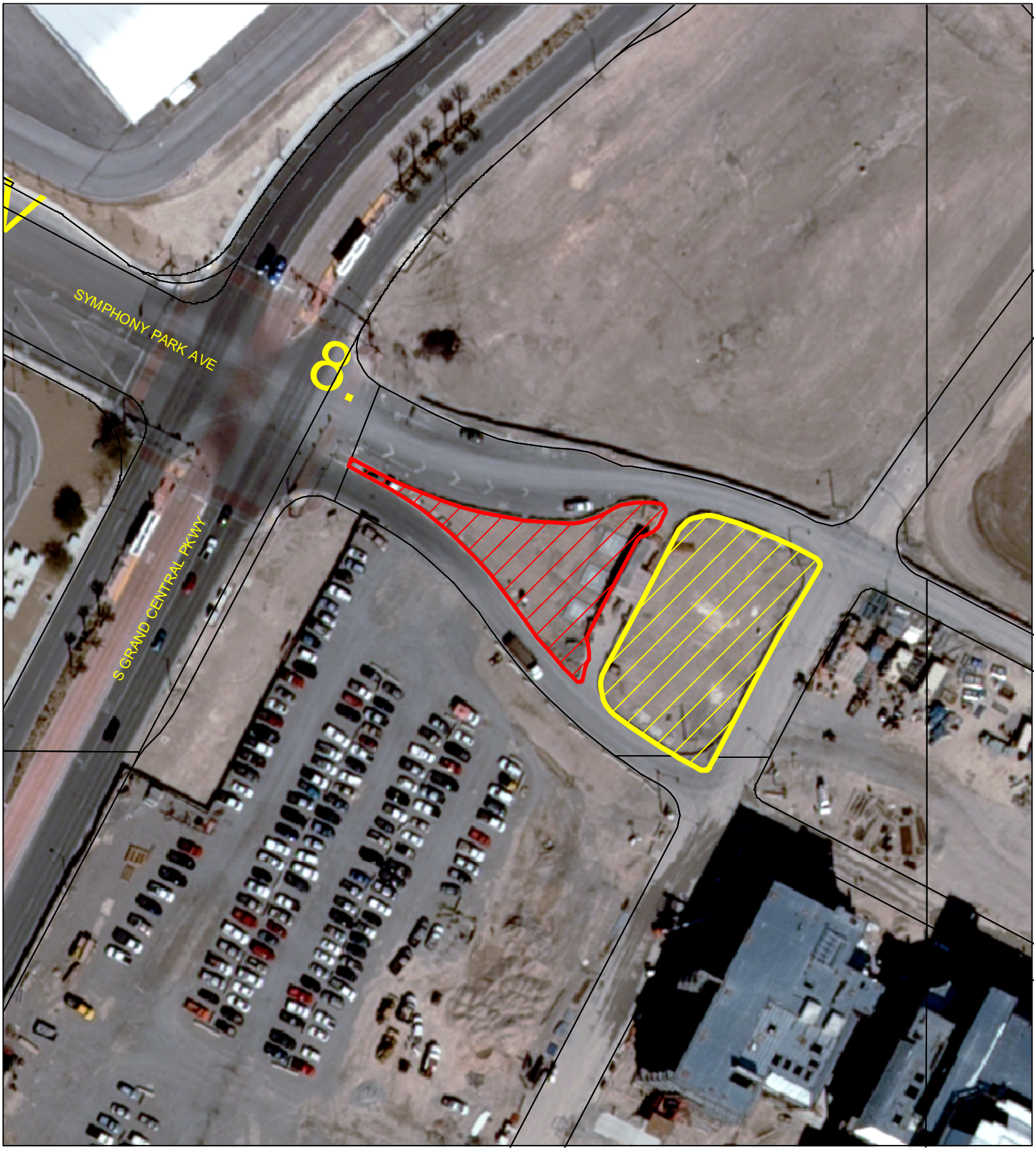
May-10-2011 09:18 AM LAUB INSURANCE AGENCY 801-487-9031 2/4

Symphony Park
Park Parcels - M-1 & M-2



Legend

M-1
M-2

0 40 80 160 Feet

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Discussion and possible action to approve an aggregate settlement of three (3) related personal injury cases in Hann v. City of Las Vegas arising from a motor vehicle accident with a City of Las Vegas vehicle for the total amount of $89,988.00 (General Liability Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $89,988.00
Funding Source: General Liability Fund
Dept./Division: Finance

PURPOSE/BACKGROUND:
On September 11, 2007, Jose Hann was driving a vehicle that was rear ended by a vehicle operated by a city of Las Vegas employee. Mr. Hann's wife and daughter were passengers in the vehicle. They all made personal injury claims against the City. The City's liability was not realistically in question. After conducting extensive discovery, it was determined that the costs, both potential and real, of defending this matter to and through trial were substantial, including attorneys fees. It is estimated that the City was at risk to pay in excess of the amount reached in settlement of the three separate family members claims.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 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: $46,153,057.96
Funding Source: All Funds
Dept./Division: Finance Department

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 05/01/11 - 05/15/11

City of Las Vegas

Summary of Cash Expenditures

For period of 05/01/11 to 05/15/11

Total Services & Materials Checks :	**$8,500,752.43**
Total Services & Materials EFT Payments :	**$6,705,531.09**
Total Wire Transfers:	**$24,864,122.12**
Total Payroll Checks:	**$6,082,652.32**
Grand Total:	**$46,153,057.96**

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 June 1, 2011 the City Council approved the above cash expenditures.

Oscar B. Goodman
Mayor

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of award of Bid No. 110160-SK, Janitorial Services - Department of Operations Management - Award recommended to: ABM JANITORIAL ($555,394 - General Fund)

Fiscal Impact

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

Amount: $555,394
Funding Source: General Fund
Dept./Division: Operations Management

PURPOSE/BACKGROUND:
This request is for an annual requirements contract to purchase janitorial services for various City buildings, excluding City Hall and the Development Services Center.

PCC: S. Kessler
POC: Vincent Citrino - (702) 362-1050

RECOMMENDATION:
That City Council approve award of Bid No. 110160-SK, Janitorial Services to ABM Janitorial in the annual estimated amount of $555,394 from date of award through June 30, 2012 with four one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

CITY OF LAS VEGAS
COMMODITY BID ABSTRACT

BID NO:	110160-SK Janitorial Services							
BID NAME:								
BID DATE:	Tuesday, April 26, 2011		ABM Janitorial Services - South Central		Vik's Janitorial Services		NMS Management Inc	
BUYER:	Steve Kessler, Buyer		3550 East Post Road, Suite 500		5621 Evergreen Ave		155 W. 35th Street, Suite D	
EST $:			Las Vegas, Nevada 89120		Las Vegas, Nevada 89107		National City, CA 91950	
BID BOND:	N/A		(702) 362-1050		(702)788-2623		PHONE #:	
			CLV BUS. LIC #: T10-05541-2-068250		1000423-507		CLV BUS. LIC #:	
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Arson Investigation 633 N. Mojave	12	$304.17	$3,650.04			$673.81	$8,085.72
2	Buffalo House 1651 S. Buffalo	12	$271.74	$3,260.88			$841.89	$10,102.68
3	Building And Safety 7551 Sauer Drive	12	$566.24	$6,794.88			$759.35	$9,112.20
4	Charleston Heights Arts Center 800 Brush Street	12	$1,276.62	$15,319.44			$3,398.91	$40,786.92
5	Chuck Minker Sports Complex 275 North Mojave Road	12	$2,220.21	$26,642.52			$5,114.98	$61,379.76
6	Cimmaron Rose Track Break 5591 N. Cimurron Rd.	12	$471.91	$5,662.92			$580.53	$6,966.36
7	D&E West Substation 6841 W. Lone Mountain Road	12	$302.54	$3,630.48			$683.03	$8,196.36
8	Doolittle Community Center 1950 North "J" Street	12	$5,092.29	$61,107.48			$8,236.83	$98,841.96
9	Doolittle Senior Center 1940 North "J" Street	12	$1,166.02	$13,992.24			$2,073.09	$24,877.08
10	Downtown Senior Services Center 210 S. 9th Street	12	$1,256.83	$15,081.96			$2,246.08	$26,952.96
11	Dula Gym 430 E. Bonanza	12	$1,075.89	$12,910.68			$2,842.67	$34,112.04
12	Durango Hills Water Resource Center 3271 N. Durango	12	$2,719.80	$32,637.60			$882.10	$10,585.20
13	East Las Vegas Community/Senior Ctr.250 N. Eastern Ave.	12	$2,424.50	$29,094.00			$8,797.99	$105,575.88
14	East Yard Service Center 3100 East Bonanza	12	$1,135.77	$13,629.24			$2,120.02	$25,440.24
15	Field Operations Center 2876 Ronemus Drive	12	$2,116.88	$25,402.56			$1,612.47	$19,349.64
16	Fifth Street School 401 S. 4th Street	12	$624.34	$7,492.08			$3,142.20	$37,706.40
17	Fire Administration Building 500 N. Casino Center Blvd.	12	$546.77	$6,561.24			$3,986.44	$47,837.28
18	Fire Training Center 633 N. Mojave	12	$31.93	$383.16			$1,436.96	$17,243.52
19	Fleet Management West Service Center 2950 Ronemus Drive	12	$288.16	$3,457.92			$590.79	$7,089.48
20	Floyd Lamb Ranch House 6200 Tule Springs	12	$590.63	$7,087.56			$170.48	$2,045.76
21	Howard Laiburn Senior Center 8230 Garwood	12	$363.63	$4,363.56			$1,175.95	$14,111.40
22	Johnson Community School Modular 340 Villa Monterey	12	$1,525.56	$18,306.72			$218.55	$2,622.60
23	Johnson Track Break Center 330 Villa Monterey	12	$1,862.11	$22,345.32			$499.16	$5,989.92
24	Las Vegas Business Center 1651 Stella Lake Dr.	12	$640.02	$7,680.24			$1,183.23	$14,198.76
25	Las Vegas Senior Center 450 E. Bonanza Road	12	$622.93	$7,475.16			$3,686.12	$44,233.44
26	Mirabelli Community Center 6200 Hargrove Ave	12	$694.97	$8,339.64			$5,664.96	$67,979.52
27	Municipal Pool 430 E. Bonanza Rd	12	$963.79	$11,565.48			$1,597.59	$19,171.08
28	Municipal Pool – Summer Sundays 430 E. Bonanza Rd	20	$273.19	$5,463.80			$651.49	$13,029.80
29	Offsite Inspection And Testing 3001 Ronemus Drive	12	$307.55	$3,690.60			$2,941.43	$35,297.16
30	Pavilion Center Pool 101 N. Pavilion Center Dr.	12	$269.95	$3,239.40			$2,649.38	$31,792.56
31	Rafael Rivera Community Center 2900 Stewart Ave.	12	$432.53	$5,190.36			$1,285.32	$15,423.84
32	Rapid Response Trailer 4357 Vegas Dr	12	$3,091.63	$37,099.56			$308.11	$3,697.32
33	Shupak Community Center 300 W. Boston Ave.	12	$4,019.76	$48,237.12			$5,631.31	$67,575.72
34	Traffic Engineering Field Operations #1 2900 Ronemus Drive	12	$531.19	$6,374.28			$692.74	$8,312.88
35	Traffic Engineering Field Operations #2 2985 Ronemus Drive	12	$3,122.53	$37,470.36			$791.99	$3,503.88
36	Traffic Engineering Office 2801 E. Charleston	12	$857.08	$10,284.96			$705.54	$8,466.48
37	Veterans Memorial Leisure Service Ctr. 1001 S. Pavilion Center Dr.	12	$1,667.00	$20,004.00			$6,764.98	$81,179.76
38	Water Pollution Control Facility 6005 E Vegas Valley Dr.	12	$1,538.18	$18,458.16			$6,081.53	$72,978.36
39	West Las Vegas Arts Center 947 West Lake Mead	12	$265.27	$3,183.24			$1,262.54	$15,150.48
	TOTAL BID AMOUNT:		Corrected	$572,570.84		$0.00		$1,127,002.40
				CORRECTED TOTAL				CORRECTED TOTAL
	LESS PAYMENT TERMS:		3%/10days	$17,177.13			2%/15 days	$22,540.00
	TOTAL INCLUSIVE OF TERMS:			$555,393.71		$0.00		$1,104,462.40
	ADDENDA ACKNOWLEDGED:		Yes		Yes		Yes	
	RESPONSIVE:		Yes		No		Yes	
	RESPONSIBLE:		Yes		Yes		Yes	
			NOTES / EXCEPTIONS:		NOTES / EXCEPTIONS:		NOTES / EXCEPTIONS:	
					Bidder failed to properly complete and submit with the bid revised per Addendum #1 Form C, as described in the Invitation to Bid.			

TO: Steven Ford Please review and approve award to ABM Janitorial Services - South Central Inc.
prior to May 10, 2011 for Council award on June 1, 2011.

Purchasing & Contracts Signature / Date Signed 5/3/11

Department/Division Signature / Date Signed 5/3/11

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of award of Contract No. 110064-PH, Office Furniture - Department of Public Works - Award recommended to: FACILITEQ BUSINESS INTERIORS (Not-to-Exceed $3,000,000 - Various Funds)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,000,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This is a blanket contract effective through June 2013 to provide for the purchase, installation and reuse/refurbishment of office furniture. Contract value is an estimate and funding will be provided through the award of each purchase order. The first term's not to exceed amount includes adequate funding for purchase of office furniture for the new City Hall. This supplier was selected through a competitive request for proposals process.

PCC: P. Hoffman
POC: Damon Andrews - (702) 795-5300

RECOMMENDATION:
That City Council approve award of Contract No. 110064-PH, Office Furniture to Faciliteq Business Interiors in the not-to-exceed amount of $3,000,000 from award date through June 30, 2013 with three two-year options to renew in an amount not to exceed $1,200,000 each. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 110064-PH

CONTRACT FOR OFFICE FURNITURE

THIS CONTRACT is being entered into this _____ day of _____, 2011 by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and FACILITEQ BUSINESS INTERIORS (hereinafter the "Company") having its principal office located at 817 South Main Street, Las Vegas, Nevada 89101.

SECTION A – Contract Form

The subject matter of this Contract is the provision of office furniture, installation services, and ongoing maintenance and service.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

i. *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

ii. *"City"* means the City of Las Vegas.

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

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

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

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

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

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

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

B-2 Contract Type

This is an ordering agreement providing for subsequent individual not-to-exceed Purchase Orders to be issued by the City. All Purchase Orders issued hereunder shall incorporate the terms and conditions of this Contract. Purchase Orders will identify in more detail the specific goods and services to be provided by the Company, the period of performance, and the fees paid for such services.

While the City intends to purchase the majority of its office furniture from the Company during the term of this Contract, the parties agree that the City is under no obligation to place any Purchase Orders under this Contract, and is not obligated to purchase any specific minimum or maximum quantity. This is a Non-Exclusive Contract.

B-3 Prices/Costs

(a) Pricing shall be based on the price for the goods specified in the Company's current published United States Products catalogs in effect at the time of Company receipt of the Purchase Order for the goods. Discounts from published catalogs are set forth in Exhibit 1, Discount Schedule. The Company guarantees ninety calendar day advance written notice to the City prior to the effective date of any price adjustments to published catalogs. Initial pricing will be that in effect in March 2011. No catalog price increase will be requested prior to February 28, 2012.

(b) Pricing for labor shall be as shown in Exhibit 2, Labor Rates. Labor for design, installation, inventory management, refurbishing, and service and maintenance shall be quoted and invoiced as a separate line item from pricing for goods.

(c) The City will place one or more orders under this Contract for the initial installation of furniture in the New City Hall building located at 495 S. Main Street. Orders for the New City Hall project shall be priced as shown in Exhibit 3, New City Hall Pricing Schedule, which reflects additional discounting for volume.

(d) All prices set forth above include all costs associated with delivering goods to the City, including expenses for unloading, inspection, meeting warranty requirements, and complying with all terms of this Contract. All items shall be delivered F.O.B. Destination. All prices include overhead and profit. This Contract does not provide for the reimbursement of miscellaneous expenses incurred by the Company unless specifically authorized in the Purchase Order.

(e) The total value of Purchase Orders placed under this Contract shall not exceed $3,000,000 for the first Contract term. The total value of Purchase Orders placed during any subsequent renewal periods authorized in accordance with Section B-5, below, shall not exceed $1,200,000 per two-year renewal period.

B-4 Invoices

(a) The Company shall submit a detailed invoice to the City after delivery of orders, in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices must identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order and Contract number;
(iii) item numbers, descriptions, quantities, unit prices, and discounts taken;
(iv) charges for labor;
(v) date of shipment or installation.

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

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

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

The City may place orders against this Contract at any time from Award Date through June 30, 2013. This Contract may be renewed for three additional two-year periods by mutual agreement of the parties as evidenced by a Contract Modification executed in accordance with Section E-14, Modification/Amendment.

The City reserves the right to temporarily extend this Contract up to one hundred eighty calendar days from the expiration date of the Contract. Such temporary extension shall be at the sole discretion of the City.

The period of performance for each Purchase Order issued will be defined in the Purchase Order.

SECTION C – Statement of Work

C-1 General

This Contract provides for the purchase and installation of office furniture. Purchase will be made by the City through the issuance of individual Purchase Orders for goods listed within the Company's catalogs and priced according to the applicable unit pricing or discounts specified in Exhibits 1 or 3 to this Contract, and for labor priced according to the applicable pricing in Exhibit 2 to this Contract.

C-2 New Goods

(a) The Company guarantees that, unless otherwise specified by the City in accordance with paragraph (b) below, goods provided to the City shall be new and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials. "New" means that the items are made up completely of unused genuine original parts, however recycled raw materials are acceptable and encouraged. The items shall not have been used for any purpose other than routine operational testing.

(b) Refurbished Goods: Demonstration or reconditioned equipment is not acceptable unless offered at a discount and approved in advance by the Project Manager. The City reserves the right to "blend" new furniture with refurbished or used furniture as appropriate to meet the needs of the project and reduce cost.

C-3 Packaging and Shipping

If goods are purchased for delivery only, the Company shall package all goods in a manner to ensure protection against damage, deterioration and contamination. All goods must be delivered in new shipping containers suitable for shipment and storage. All shipments must meet applicable D.O.T. regulations. Serial numbers (if any) noted on the packing slip must match the serial numbers of the actual goods shipped. Incorrect or questionable documentation may result in rejection of the shipment. Shipments rejected due to the Company's error will be returned at the Company's cost.

All shipments shall include one complete packing list that identifies the complete Purchase Order number, item number(s), item description(s), and quantities. The packing list shall be enclosed in a removable plastic pouch labeled "Packing List Enclosed" and affixed in a readily visible location on the outside of the package.

C-4 Services

(a) Design: At the City's request, the Company shall develop detailed furniture plans using the City's approved space plans and current workstation standards. Furniture plans shall designate the location for new furniture including general open office systems furniture layout, freestanding furniture, files, chairs, etc. as necessary. The Company shall generate final furniture specifications and assist with final pricing submittal, produce technical drawings for use during installation and attend necessary meetings with project team members from project kick-off through design development and installation to ensure proper implementation. Design services shall be billable as shown in Exhibit 2, Labor Rates.

(b) Pre-Installation Site Checks: The Company shall perform pre-installation site checks to ensure that the site complies with installation readiness guidelines such as carpet installed, ceiling grid/tile installed, base trim installed, etc. The Company shall furnish a statement to the City defining any problems to be corrected prior to installation of furniture. The City's failure to correct these issues will result in a project delay and/or revised pricing for the applicable Purchase Order. Specific pre-installation site check schedules and requirements shall be coordinated on a case-by-case basis with the Project Manager. The Company shall perform pre-installation site checks at no additional cost to the City.

(c) Installation: The Company shall provide product installation services as requested. Installation services shall be performed under the following conditions:

i. Goods shall be installed according to guidelines established by the manufacturer.

ii. Installation shall be performed during normal working hours (between 7 a.m. and 5 p.m., Monday through Friday, excluding Holidays as shown in Section D-5, Holidays).

iii. The City shall provide free and clear access to loading docks and elevators, both of which will be the proper size to accommodate modular furniture.

iv. Job sites will be free and clear of other trades when possible. When not possible, the Project Manager will assist the Company in coordination efforts.

v. All installers shall be factory trained technicians in accordance with manufacturer's recommendations.

vi. On completion of installation, the Company shall remove all packing, boxes and waste materials from the site. Additionally, the Company shall clean all furniture surfaces to ensure they are free of debris and fingerprints. The Company shall vacuum the floor area surrounding the installed furniture.

vii. Should the City require non-standard working conditions or non-standard working hours, installation rates may be negotiated to accommodate the particular scenario. Overtime rates will be billed at 1.5 times the standard hourly rate.

viii. The Company shall provide prevailing wage or union labor only at the City's specific request. Rates for prevailing wage or union labor shall be negotiated on a case-by-case basis.

ix. Installation services shall be billable as shown in Exhibit 2, Labor Rates.

(d) Reconfiguration & re-use Analysis: Upon request, the Company shall provide furniture reconfiguration and re-use analysis services. Tasks may include:

i. Field verify (as-built) existing conditions. Update drawings to reflect actual furniture layouts and develop manufacturer's parts list of existing furniture. This process will identify furniture component part-numbers and modernize any old part-numbers. This will also help identify obsolete components.

ii. Design new layout according to City standards.

iii. Determine furniture required to build-out desired layout and generate necessary order specifications. Reuse of existing furniture is a primary objective. The Company will determine the best use of existing furniture to maximize re-use and minimize the need for purchasing new.

iv. Includes site visits for as-built and finish verifications; furniture condition assessments; re-use analysis; and integration into new workstation plans.

v. Output from this task will also generate technical documents to be used for installation.

Reconfiguration and reuse analysis services are billable at the "Designer" rate outlined in Exhibit 2.

(e) Quality Checks: The Company shall validate City generated take-offs at no charge. Quality checks include review of City generated specifications and comparing them to City produced drawings. The Company will not be held responsible for design intent, and can only verify that specifications satisfy the design layout.

(f) Specification Software: The Company will furnish a single-seat licensed copy of the manufacturer's electronic furniture catalog and symbols library at no cost to the City.

(g) Inventory Management and Warehouse Services: The Company shall provide inventory management and warehouse services at the Company warehouse as requested, to including the following:

i. Receive and Store furniture in Company warehouse.
ii. Assess usefulness of furniture assets. Determine disposition of assets under the direction of the City.
iii. Maintain inventory spreadsheet for use in reserving and redeploying furniture assets.
iv. Provide inventory status reports as requested.

Storage rates are outlined in Exhibit 2 and include the inventory management services outlined above.

(h) Account Management: At no additional cost to the City, the Company's Account Team shall oversee and manage each Purchase Order from programming through installation and punch list completion. The Account Team shall supervise and coordinate all Company disciplines including designers and installers. The Account Team shall create and maintain project schedules and budgets, and other reports and communications necessary to keep all team members and the City informed. The Company shall be responsible for completing projects within budget and schedule. The Company shall identify opportunities for cost savings through innovative design modification, means alternatives, multiple bid processes, and process streamlining. The Company shall ensure completion of project and City satisfaction.

(i) Scheduling: Scheduling shall be generally in accordance with manufacturers' stated lead times and City project schedules. Specific schedules shall be stated as part of each Purchase Order. The Company will notify the Project Manager of any delays in meeting the project schedule.

(j) Project Management: Upon request, the Company shall provide Project Management services. This service includes turn-key coordination of all necessary disciplines to successfully deliver a furniture project:

i. Scope Development

ii. Project Plan Development
iii. Budgeting
iv. Scope Change Management
v. Oversee Design from concept to final technical drawings.
vi. Coordinate electrical and data installation with furniture installation.

Project Management services are billable at the "Project Management" rate outlined in Exhibit 2.

(k) Furniture Refurbishing: Upon request, the Company shall provide furniture refurbishing services that may include:
i. Re-upholstering panels and chairs.
ii. Cutting worksurfaces.
iii. Paint touch-up.
iv. Fabric cleaning.

Furniture refurbishing services are billable as shown in Exhibit 2, Labor Rates.

C-5 Warranties

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

(b) The Company's product warranty, set forth in Exhibit 4, Warranty, applies to all new goods purchased under this Contract.

(c) Refurbished goods warranty: The Company assures that "blending" refurbished or used components with new furniture components does not adversely affect the original manufacturer's warranty of the used or refurbished goods. The product warranty set forth in Exhibit 4 shall apply to all new components provided. Refurbishing workmanship is guaranteed for 12 months. In the event that rework is required, the Company will provide labor at no additional cost for 12 months from the original work.

C-6 Purchase Orders

The Company shall work with the Project Manager to develop and quote individual orders under this Contract. A Purchase Order will be issued specifying particular goods and/or services. Each Purchase Order will be issued through the following procedure:

(a) Proposal: The City will request a proposal for a specific project and will provide the following pertinent information:
i. Proposal instructions
ii. Statement of work
iii. Project schedule
iv. Other special terms and conditions

(b) The Company will respond with a proposal which addresses or confirms the terms of the request for proposal. The proposal will state whether the City's purchase order should be made out to the Company or to Haworth, the manufacturer. The proposal may be subject to negotiation.

(c) Purchase Order: Each Purchase Order issued by the City will contain the following:
i. Order date
ii. Contract number and Purchase Order number
iii. Statement of work with quantity and price
iv. Period of performance
v. Place of performance
vi. Delivery/installation schedule
vii. Not-to-exceed price

A sample Purchase Order is attached as Exhibit 5.

C-7 Inspection and Acceptance

An authorized City representative may inspect goods at the time of delivery or installation to determine acceptability of workmanship, appearance, function and conformance to all other requirements. In the event deficiencies are discovered, goods will be rejected and necessary repairs, adjustments or replacements requested. Payment will not be made until the corrective action is completed and the goods are re-inspected and accepted by the City. City acceptance of goods at the time of delivery does not waive the City's right to return goods in the future for defects not found at the time of inspection.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

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

FOR THE COMPANY:
Faciliteq Business Interiors
817 South Main Street
Las Vegas, Nevada 89101
Fax: (702) 795-8838

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

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

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

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

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

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

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

D-3 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-4 Licenses/Registrations [CAO-7/24/08]

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

D-5 Holidays

The City observes the following Holidays:

Martin Luther King's Birthday
President's Birthday
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-6 Order of Precedence [CAO-7/24/08]

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

SECTION E – General Clauses

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-5 Insurance and Bonding: [R]

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

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of

insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.

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

(iii) Commercial Automobile Liability Insurance of limits not 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 in 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.

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

Submit certificates of insurance to:

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

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

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

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

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed [to be inserted prior to Contract award] without the prior written approval of the City.

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

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

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

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

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

(j) For individual Purchase Orders, at the City's discretion, the Company may be required to maintain a performance bond insuring performance of all of the Company's obligations as required by the Contract, in the amount of 100% of the total Purchase Order amount. The bond must be issued by a surety who is listed in Circular 570 (current edition) issued by the Department of Treasury, Fiscal Services as a company holding a certificate of authority as an acceptable surety or reinsuring company of federal projects. The Surety must be licensed to do business in the State of Nevada. Bonds issued by individuals as surety are not acceptable to the City. The Company shall require the agent who executes the bond on behalf of the Surety to attach to the bond a correct copy of the power of attorney authorizing the agent to execute the bond. The bond shall be issued and verified by the City before the City issues a Purchase Order.

E-6 Indemnification [CAO-7/24/08]

(a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of this Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

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

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

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

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

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

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

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

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

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following: (i) description of services to be performed, (ii) time of performance (i.e., hours of the day, days of the week, etc.), or (iii) place of performance of the services.

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

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

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

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

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

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

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Pages
Exhibit 1	Discount Schedule	2
Exhibit 2	Labor Rates	1
Exhibit 3	New City Hall Pricing Schedule	17
Exhibit 4	Warranty	1
Exhibit 5	Sample Purchase Order	2

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

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvan 5-4-11
Deputy City Attorney Date

FACILITEQ BUSINESS INTERIORS

QUENTIN ABRAMO, President

"Company"

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 1, Discount Schedule

Product Group	Systems Products	Seating Products	Freestanding Products	Wood Casegoods	Architectural Interiors	List/RCS Dollar Value	Customer Discount Product Only
I* Regular Lead Time	UniGroup® NW/WT PLACES® NW/WT UniGroup Too Adaptable Components PREMISE® NW/WT Moxie™; Compose					$1-$250,000 $250,001-$500,000 $500,001-$1,000,000 $1,000,001 or More	72.0% 76.0% 78.0% Negotiable
RUSH**						$1 or More	69.0%
II* Regular Lead Time		Kinetics®, Zooey Chu	V Series™ Files and Pedestals			$1-$250,000 $250,001-$500,000 $500,001 or More	60.0% 62.0% Negotiable
RUSH**						$1 or More	57.0%
III* Regular Lead Time	PLACES® FW Patterns	Composites™, Hello, Prescott™, Tally™, Tuxedo™, ToDo® Cassis, Candor, Very Task Chair		PLACES®Wood Casegoods Orlando™, Tripoli™ Vancouver™ , Orlando LS York / Masters		$1-$250,000 $250,001-$500,000 $500,001 or More	53.0% 55.0% Negotiable
RUSH**						$1 or More	49.0%
IV* Regular Lead Time	RACE®, if®	Monaco®/Improv®, X99® / Look™	PREMISE® Casegoods NW/WT Moxie™ FS Storage X Series™ Files and Pedestals 950 Series Files, PLACES® Freestanding Steel			$1-$250,000 $250,001-$500,000 $500,001 or More	65.0% 67.0% Negotiable
RUSH**						$1 or More	60.0%
V* Regular Lead Time		Zody, Very				$1-$250,000 $250,001-$500,000 $500,001 or More	57.0% 59.0% Negotiable
RUSH**						$1 or More	54.0%
VI* Regular Lead Time	Jump®Stuff BRAZO/Lim Lighting Boogie® Board				Powerweb	$1-$250,000 $250,001-$500,000 $500,001 or More	47.0% 49.0% Negotiable
RUSH**						$1 or More	44.0%
VII* Regular Lead Time					Enclose	$1-$100,000 $100,001 or More	57.5% Negotiable
VIII* Regular Lead Time					TecCrete Flooring TecFlor Flooring	$1-$100,000 $100,001 or More	66% Negotiable
						Recommended Customer Sell (RCS)	**Customer Discount Product Only**
IX* Regular Lead Time					LifeSPACE	$1-$100,000 $100,001 or More	37% Negotiaible

DEVIATED TERMS APPLY

Price List: Current pricing applies.

* Product Groups may be combined to achieve an higher discount tier.

** Seller offers the above mentioned discounts on products included in this Agreement which are offered in Seller's RUSH Programs. See the current price list(s) for a description of the products included in these programs.

A. DIFFERENT LEAD TIMES MAY NOT be combined together for purposes of attaining the next pricing tier.

B. Projects which volumes reach the negotiated range will be separately negotiated based on previous discounts given to Buyer for similar volumes and selling circumstances.

C. The applicable discount will be separately negotiated for new products or lead time programs introduced by Seller during the term of this Agreement.

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 1, Discount Schedule

Non-Haworth Products

MANUFACTURER	DESCRIPTION	DISCOUNT*
Arcadia	Seating	40% off list
Aurora	Seating	40% off list
Berco	Tables	40% off list
Borroughs Industrial Shelving	Shelving	40% off list
Datum Rotary	Rotary File Systems	40% off list
David Edwards	Seating	35% off of list
ESI	Ergonomic Products	50% off list
Global	Seating	40% off list
Groupe Lacasse	Case Goods	50% off list
Harter	Seating	40% off list
Humanscale	Ergonomic Products	50% off list
Jasper	Casegoods	40% off list
JSI	Casegoods/Seating	40% off list
Krug	Casegoods/Seating	40% off list
Lyons Lockers	Locker Room Fixtures	40% off list
Modular Millwork	Mail, Copy and Lab Equipment	40% off list
Montel High Density and Evidence Lockers	Library Shelving, High Density, Evidence Lockers	40% off list
Nevins	Accessories	40% off list
Nucraft	Casegoods	40% off list
Paoli	Casegoods/Seating	56.3% off list
Peter Pepper	Accessories	40% off list
SitOnIt	Seating	40% off list
Source	Seating	40% off list
Space Co	Ergonomic products	50% off list
Times 2	Rotary/High Density Filing	40% off list
United	Seating	54% off list
Via	Task/Guest Seating	45-50% off list
Workrite	Ergonomic Products	50% off list
9 to 5	Seating	50% off list

*Please note that these discounts include the balance of line, but do not include delivery and installation costs. Delivery and installation services will be quoted separately. Discounts will be applied to pricelists current at time of order placement. Additional discounting may be offered per individual project due to single manufacturer's project volume.

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 2, Labor Rates

Refurbishing and Installation

Foreman	$40.00 per hour
Skilled Laborer	$40.00 per hour
Laborer	$18.00 per hour

Professional Services

Designer	$55.00 per hour
Project Manager	$60.00 per hour

Storage and Inventory

Storage	$0.60 per cubic foot

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE

	Item				Extended Price
Materials Costs					
	Office #1			$	76,693.69
	Office #2			$	41,998.17
	Office #3			$	77,047.40
	Office #6			$	27,694.31
	Office #7			$	47,644.73
	Office #8			$	24,675.62
	Office #9			$	9,316.35
	Office #10			$	53,053.27
	Office #11			$	5,116.38
	Workstation #2			$	58,871.53
	Workstation #3			$	145,449.39
	Workstation #4			$	67,551.68
	Workstation #5			$	3,185.88
	Workstation #6			$	128,914.34
	Workstation #7			$	401,548.75
	Conference and Ancillary			$	271,377.82
	Materials Total:				$1,440,139.33
Labor Costs		***NON-UNION; NON-PREVAILING WAGE***			
	Classification	Hourly rate	Qty		Extended Price
	Foreman	$ 40.00	816	$	32,640.00
	Skilled Laborer	$ 40.00	2448	$	97,920.00
	Laborer	$ 18.00	816	$	14,688.00
	Trucks & Equipment	$ -	1	$	6,500.00
	Misc. Material	$ -	1	$	1,000.00
	Other (specify)	$ -		$	-
	Labor Total:			$	152,748.00
Insurance and Bonding Costs		(Lump Sum)		$	32,000.00
	Subtotal			$	1,624,887.33
	Overhead	Included		$	-
	Profit	Included		$	-
	GRAND TOTAL	**********		**$**	**1,624,887.33**

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE

HAWORTH PRICING DISCOUNTS OFF OF LIST IN EFFECT FOR THIS ORDER

Unigroup Systems	82.0%
Adaptable Components	82.0%
X-Series Casegoods and Storage	75.0%
Improv Seating	72.0%
950 Files and Storage	75.0%
Monaco	67.0%
Tripoli, Masters Wood	61.0%
Planes	64.0%
Very Seating Line	57.5%-60.0%
Zody Seating	62.0%
LED Lighting	60.0%

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #1 (10' X 12') Standard Finish Line

Total for office materials:			$	76,693.69	
Components	Unit Price	Qty	Extended Price		Description
Task chair	$264.94	43	$	11,392.63	As Per RFP Brand Name/Detail
Side chair	$87.76	86	$	7,547.11	As Per RFP Brand Name/Detail
2 high x36 lateral file	$204.75	43	$	8,804.10	As Per RFP Brand Name/Detail
* 36 x 72 Single 6-6-12 Pedestal Desk	$400.95	43	$	17,240.98	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard X-Series Product
* 24x60 Single 6-6-12 Pedestal Return	$248.94	43	$	10,704.46	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard X-Series Product
* Wall Mounted Tackboard	$36.43	43	$	1,566.56	As Per RFP Brand Name/No wall track needed
Undershelf LED light	$85.40	43	$	3,672.20	ESI LED
LED desk lamp	$97.00	43	$	4,171.00	ESI LED
* X-Series Wall Mounted 60" Open Shelf	$57.34	22	$	1,261.43	Adaptable Steel Components; require no wall track
* X-Series Wall Mounted 60" Closed Shelf	$122.05	21	$	2,563.13	Adaptable Steel Components; require no wall track
Keyboard Tray	$138.00	43	$	5,934.00	ESI Solution 2CC
Steel Center Drawer	$42.70	43	$	1,836.10	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #2 (10' X 14') Standard Finish Line

Total for office materials:			$ 41,998.17		
	Components	Unit Price	Qty	Extended Price	Description
	Task chair	$264.94	19	$ 5,033.95	As Per RFP Brand Name/Detail
	Side chair	$87.76	38	$ 3,334.77	As Per RFP Brand Name/Detail
	2 high x30 lateral file	$175.92	19	$ 3,342.56	As Per RFP Brand Name/Detail
*	24x48 Single 6-6-12 Pedestal Return	$241.47	19	$ 4,587.90	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard X-Series Product
*	24x48 bridge	$115.08	19	$ 2,186.45	As Per RFP Brand Name/Detail
*	36 x 72 Single 6-6-12 Pedestal Desk	$400.95	19	$ 7,618.11	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard X-Series Product
	24x36 corner unit	$165.46	19	$ 3,143.79	As Per RFP Brand Name/Detail and Freestanding
*	Wall Mounted Tackboard	$31.97	38	$ 1,215.00	As Per RFP Brand Name/No wall track needed
	Undershelf LED light	$85.40	38	$ 3,245.20	ESI LED
	LED desk lamp	$97.00	19	$ 1,843.00	ESI LED
*	X-Series Wall Mounted 48" Open Shelf	$54.57	19	$ 1,036.84	Adaptable Steel Components; require no wall track, less money
*	X-Series Wall Mounted 48" Closed Shelf	$104.07	19	$ 1,977.30	Adaptable Steel Components; require no wall track, less money
	Keyboard Tray	$138.00	19	$ 2,622.00	ESI Solution 2CC
	Steel Center Drawer	$42.70	19	$ 811.30	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #3 (10' X 16') Standard Finish Line

Total for office materials:			$	77,047.40	
Components	Unit Price	Qty	Extended Price		Description
Task chair	$264.94	35	$	9,273.07	As Per RFP Brand Name/Detail
Side chair	$87.76	140	$	12,285.99	As Per RFP Brand Name/Detail
2 high x42 lateral file	$200.26	35	$	7,009.21	As Per RFP Brand Name/Detail
* 6-12 pedestal	$73.23	35	$	2,563.07	As Per RFP Brand Name/Detail
10'x24" work surface	$103.30	35	$	3,615.49	As Per RFP Brand Name/Detail
* 24x48 surface	$52.42	35	$	1,834.65	Changed from a bridge/return.
* 36 x 72 Single 6-6-12 Pedestal Desk	$400.95	35	$	14,033.36	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard X-Series Product
* Wall Mounted Tackboard	$36.43	70	$	2,550.21	No wall track needed
Undershelf LED light	$85.40	35	$	2,989.00	ESI LED
LED desk lamp	$97.00	35	$	3,395.00	ESI LED
* X-Series Wall Mounted 60" Open Shelf	$57.34	17	$	974.74	Adaptable Steel Components; require no wall track
* X-Series Wall Mounted 60" Closed Shelf	$122.05	18	$	2,196.97	Adaptable Steel Components; require no wall track
42" table	$166.63	35	$	5,832.14	As Per RFP Brand Name/Detail
Keyboard Tray	$138.00	35	$	4,830.00	ESI Solution 2CC
Steel Center Drawer	$42.70	35	$	1,494.50	As Per RFP Brand Name/Detail
Wall tracks	$5.64	70	$	394.55	As Per RFP Brand Name/Detail
Worksurface Supports	$50.73	35	$	1,775.47	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #6 (12' X 16'-6") Executive Finish Line (Level 1)

Total for office materials:			$	27,694.31	
	Components	Unit Price	Qty	Extended Price	Description
	Task chair	$314.68	7	$ 2,202.77	RFP Brand Name/Haworth Very Task; Fabric Seat/Back Jacket over Mesh
	Side chair	$106.58	28	$ 2,984.22	As Per RFP Brand Name/Haworth Very Guest
	5 high x36" bookcase	$171.01	14	$ 2,394.19	As Per RFP Brand Name/Detail
	12/12/12 tower	$686.62	7	$ 4,806.31	As Per RFP Brand Name/Detail
*	24x72 Single 6-6-12 Pedestal Return	$523.50	7	$ 3,664.51	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard Product
*	24x72 return	$329.86	7	$ 2,309.00	As Per RFP Brand Name/Return Shell
	36x72 "D" Top	$222.28	7	$ 1,555.95	As Per RFP Brand Name/Detail
	24x36 corner unit	$225.46	7	$ 1,578.19	As Per RFP Brand Name/Detail and Freestanding
*	Wall Mounted Tackboard	$29.05	14	$ 406.74	No wall track needed
	Undershelf LED light	$85.40	7	$ 597.80	ESI LED
	LED desk lamp	$97.00	7	$ 679.00	ESI LED
*	X-Series Wall Mounted 36" Open Shelf	$51.80	7	$ 362.63	Adaptable Steel Components; require no wall track
*	X-Series Wall Mounted 36" Closed Shelf	$122.21	7	$ 855.45	Adaptable Steel Components; require no wall track; *Wood Door*
	42" table	$268.09	7	$ 1,876.61	As Per RFP Brand Name/Detail
	Keyboard Tray	$138.00	7	$ 966.00	ESI Solution 2CC
	Steel Center Drawer	$42.70	7	$ 298.90	As Per RFP Brand Name/Detail
	Worksurface Supports	$22.29	7	$ 156.03	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #7 (12' X 20') Executive Finish Line (Level 1)

Total for office materials:			$	47,644.73	
Components	Unit Price	Qty	Extended Price		Description
Task chair	$314.68	11	$	3,461.50	RFP Brand Name/Haworth Very Task; Fabric Seat/Back Jacket over Mesh
Side chair	$106.58	44	$	4,689.48	As Per RFP Brand Name/Haworth Very Guest
5 high x36" bookcase	$171.01	22	$	3,762.30	As Per RFP Brand Name/Detail
12/12/12 tower	$686.62	11	$	7,552.78	As Per RFP Brand Name/Detail
* 24x72 Single 6-6-12 Pedestal Return	$523.50	11	$	5,758.52	Less expensive than desk shell and 6-12 ped; additional 6" drawer storage; Standard Product
* 24x72 return	$329.86	11	$	3,628.43	As Per RFP Brand Name/Return Shell
* 36x72 Single 6-6-12 Pedestal Desk	$465.00	11	$	5,115.03	Less expensive than desk shell and (2) 6-12 peds; additional 6" drawer storage; Standard Product
24x36 corner unit	$225.46	11	$	2,480.02	As Per RFP Brand Name/Detail and Freestanding
* Wall Mounted Tackboard	$29.05	22	$	639.17	No wall track needed
Undershelf LED light	$85.40	22	$	1,878.80	ESI LED
LED desk lamp	$97.00	11	$	1,067.00	ESI LED
* X-Series Wall Mounted 36" Open Shelf	$51.80	11	$	569.84	Adaptable Steel Components; require no wall track
* X-Series Wall Mounted 36" Closed Shelf	$122.21	11	$	1,344.28	Adaptable Steel Components; require no wall track, wood fronts
48" table	$337.26	11	$	3,709.88	As Per RFP Brand Name/Detail
Keyboard Tray	$138.00	11	$	1,518.00	ESI Solution 2CC
Steel Center Drawer	$42.70	11	$	469.70	As Per RFP Brand Name/Detail

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EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #8 (15'X 20') Executive Finish Line (Level 2)

Total for office materials: Haworth Masters - All Wood			$ 24,675.62	
Components	Unit Price	Qty	Extended Price	Description
Task chair	$483.86	3	$ 1,451.58	Zody Task with 4D Arms; Gr D Brisa, Chrome Trim
Side chair	$248.58	12	$ 2,982.99	As Per RFP Brand Name/Detail
6-12 pedestal	$434.31	3	$ 1,302.93	6-6-12 Pedestal priced; Standard Product
12/12/12 tower	$1,198.68	3	$ 3,596.05	As Per RFP Brand Name/Detail
24x72 return	$435.54	6	$ 2,613.24	As Per RFP Brand Name/Return Shell
36x72 Single 6-6-12 Pedestal Desk	$1,057.80	3	$ 3,173.40	Less expensive than desk shell and (2) 6-12 peds; additional 6" drawer storage; Standard Product
24x36 corner unit	$575.19	3	$ 1,725.58	As Per RFP Brand Name/Detail and Freestanding
24x48 worksurface	$107.60	3	$ 322.81	As Per RFP Brand Name/Detail
Wall Mounted Tackboard	$29.05	9	$ 261.48	No wall track needed
Undershelf LED light	$85.40	6	$ 512.40	ESI LED
LED desk lamp	$97.00	6	$ 582.00	ESI LED
Open 36" shelf	$454.63	3	$ 1,363.88	Wood Overhead Storage, no door *see rendering
Closed 36" shelf	$558.54	3	$ 1,675.62	Wood Overhead Storage, with door *see rendering
Open 48" shelf	$510.58	3	$ 1,531.74	Wood Overhead Storage, no door *see rendering
48" table	$337.26	3	$ 1,011.79	As Per RFP Brand Name/Detail
Keyboard Tray	$138.00	3	$ 414.00	ESI Solution 2CC
Steel Center Drawer	$42.70	3	$ 128.10	As Per RFP Brand Name/Detail
Walltrack, Supports	$26.03	1	$ 26.03	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #9 (17'-6" X 20') Executive Finish Line (Level 2)

Total for office materials: Haworth Masters - All Wood			$ 9,316.35	
Components	Unit Price	Qty	Extended Price	Description
Task chair	$483.86	1	$ 483.86	Zody Task with 4D Arms; Gr D Brisa, Chrome Trim
Side chair	$248.58	6	$ 1,491.49	As Per RFP Brand Name/Detail
6-12 pedestal	$434.31	1	$ 434.31	6-6-12 Pedestal priced; Standard Product
12/12/12 tower	$1,198.68	1	$ 1,198.68	As Per RFP Brand Name/Detail
24x72 return	$435.54	2	$ 871.08	As Per RFP Brand Name/Return Shell
36x72 Double 6-6-12 Pedestal Desk	$1,057.80	1	$ 1,057.80	Less expensive than desk shell and (2) 6-12 peds; additional 6" drawer storage; Standard Product
24x36 corner unit	$575.19	1	$ 575.19	As Per RFP Brand Name/Detail and Freestanding
24x72 worksurface	$150.65	1	$ 150.65	As Per RFP Brand Name/Detail
Wall Mounted Tackboard	$29.05	4	$ 116.21	No wall track needed
Undershelf LED light	$85.40	2	$ 170.80	ESI LED
LED desk lamp	$97.00	2	$ 194.00	ESI LED
Open 36" shelf	$454.63	2	$ 909.25	Wood Overhead Storage, no door *see rendering
Closed 36" shelf	$558.54	2	$ 1,117.08	Wood Overhead Storage, with door *see rendering
36x60 table	$318.82	1	$ 318.82	As Per RFP Brand Name/Detail
Keyboard Tray	$138.00	1	$ 138.00	ESI Solution 2CC
Steel Center Drawer	$42.70	1	$ 42.70	As Per RFP Brand Name/Detail
Walltrack, Supports	$46.42	1	$ 46.42	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #10 (20' X 20') Executive Finish Line (Level 2)

Total for office materials: Haworth Masters - All Wood			$ 53,053.27	
Components	Unit Price	Qty	Extended Price	Description
Task chair	$483.86	6	$ 2,903.16	Zody Task with 4D Arms; Gr D Brisa, Chrome Trim
Side chair	$248.58	36	$ 8,948.96	As Per RFP Brand Name/Detail
6-12 pedestal	$434.31	6	$ 2,605.86	6-6-12 Pedestal priced; Standard Product
12/12/12 tower	$1,198.68	6	$ 7,192.10	As Per RFP Brand Name/Detail
5 high x36" bookcase	$613.16	12	$ 7,357.96	As Per RFP Brand Name/Detail
24x72 return	$262.18	12	$ 3,146.14	As Per RFP Brand Name/Return Shell
24x36 corner	$575.19	6	$ 3,451.17	As Per RFP Brand Name/Detail and Freestanding
36x72 Double 6-6-12 Pedestal Desk	$1,057.80	6	$ 6,346.79	Less expensive than desk shell and (2) 6-12 peds; additional 6" drawer storage; Standard Product
Wall Mounted Tackboard	$29.05	12	$ 348.64	No wall track needed
Undershelf LED light	$85.40	6	$ 512.40	ESI LED
LED desk lamp	$97.00	12	$ 1,164.00	ESI LED
Open 36" shelf	$454.63	6	$ 2,727.76	Wood Overhead Storage, no door *see rendering
Closed 36" shelf	$558.54	6	$ 3,351.25	Wood Overhead Storage, with door *see rendering
36x60 table	$318.82	6	$ 1,912.89	As Per RFP Brand Name/Detail
Keyboard Tray	$138.00	6	$ 828.00	ESI Solution 2CC
Steel Center Drawer	$42.70	6	$ 256.20	As Per RFP Brand Name/Detail

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EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
OFFICE #11 (900 Sq. Ft.) Executive Finish Line (Level 2)

Total for office materials: Haworth Masters - All Wood			$ 5,116.38	
Components	Unit Price	Qty	Extended Price	Description
Task chair	$758.73	1	$ 758.73	Zody Task with 4D Arms; all Leather Upholstery
Side chair	$248.58	10	$ 2,485.82	As Per RFP Brand Name/Detail
36x72 Double 6-6-12 Pedestal Desk	$1,057.80	1	$ 1,057.80	Includes (2) 6-6-12 Pedestals
48x96 table	$633.33	1	$ 633.33	As Per RFP Brand Name/Detail
Keyboard Tray	$138.00	1	$ 138.00	ESI Solution 2CC
Steel Center Drawer	$42.70	1	$ 42.70	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #2 (8' X 8') Standard Finish Line

Total for office materials:			$ 58,871.53		
	Components	Unit Price	Qty	Extended Price	Description
	Task chair	$264.94	33	$ 8,743.18	As Per RFP Brand Name/Detail
	60x24 work surface	$60.26	66	$ 3,977.04	As Per RFP Brand Name/Detail
	36x36 work surface	$65.64	33	$ 2,166.07	As Per RFP Brand Name/Detail
	60x62 powered panel	$150.80	57	$ 8,595.56	As Per RFP Brand Name/Detail
	36x62 powered panel	$119.44	57	$ 6,808.11	As Per RFP Brand Name/Detail
*	6-6-12 pedestal	$112.73	66	$ 7,440.05	X-Series Steel Storage
	Tack board	$34.74	66	$ 2,292.89	As Per RFP Brand Name/Detail
	Undershelf LED light	$85.40	66	$ 5,636.40	As Per RFP Brand Name/Detail
*	Open 60" shelf	$34.43	33	$ 1,136.30	Adaptable Steel Components
*	Closed 60" shelf	$107.14	33	$ 3,535.71	Adaptable Steel Components
	Keyboard Tray	$138.00	33	$ 4,554.00	ESI Solution 2CC
	Steel Center Drawer	$42.70	33	$ 1,409.10	As Per RFP Brand Name/Detail
	Power Receptacles	$19.98	16	$ 319.74	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station
	90º/180º Covers	$36.89	33	$ 1,217.46	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°
	Worksurface Supports	$31.51	33	$ 1,039.92	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #3 (8' X 10') Standard Finish Line

Total for office materials:			$ 145,449.39		
	Components	Unit Price	Qty	Extended Price	Description
	Task chair	$264.94	55	$ 14,571.97	As Per RFP Brand Name/Detail
	60x24 work surface	$60.26	55	$ 3,314.20	As Per RFP Brand Name/Detail
	36x36 work surface	$65.64	55	$ 3,610.11	As Per RFP Brand Name/Detail
	84x24 work surface	$80.70	55	$ 4,438.67	As Per RFP Brand Name/Detail
	60x62 powered panel	$150.80	85	$ 12,817.94	As Per RFP Brand Name/Detail
	36x62 powered panel	$119.44	85	$ 10,152.44	As Per RFP Brand Name/Detail
	24x62 powered panel	$100.99	47	$ 4,746.72	As Per RFP Brand Name/Detail
	48x62 non-powered panel	$108.07	86	$ 9,293.60	As Per RFP Brand Name/Detail
*	6-6-12 pedestal	$112.73	55	$ 6,200.04	X-Series Steel Storage
	Tack board	$34.74	110	$ 3,821.48	As Per RFP Brand Name/Detail - *Averaged all Sizes*
	Undershelf LED light	$85.40	110	$ 9,394.00	ESI LED
*	Open 60" shelf	$34.43	55	$ 1,893.83	Adaptable Steel Components
*	Closed 60" shelf	$107.14	55	$ 5,892.86	Adaptable Steel Components
*	5 high x36" lateral file	$368.29	110	$ 40,511.63	X-Series Steel Storage
	Keyboard Tray	$138.00	55	$ 7,590.00	ESI Solution 2CC
	Steel Center Drawer	$42.70	55	$ 2,348.50	As Per RFP Brand Name/Detail
	Power Receptacles	$19.98	27	$ 539.56	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station
	90º/180º Covers	$36.89	55	$ 2,029.10	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°
	Worksurface Supports	$41.50	55	$ 2,282.74	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE
EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #4 (8' X 10') Standard Finish Line

Total for office materials:			$	67,551.68	
	Components	Unit Price	Qty	Extended Price	Description
	Task chair	$264.94	25	$ 6,623.62	As Per RFP Brand Name/Detail
	Side chair	$87.76	25	$ 2,193.93	As Per RFP Brand Name/Detail
	60x30 work surface	$70.40	25	$ 1,760.09	As Per RFP Brand Name/Detail
	72x30 work surface	$85.78	25	$ 2,144.39	As Per RFP Brand Name/Detail
	96x30 work surface	$98.38	25	$ 2,459.52	As Per RFP Brand Name/Detail
	60x62 powered panel	$150.80	25	$ 3,769.98	As Per RFP Brand Name/Detail
	30x62 powered panel	$111.45	69	$ 7,689.84	As Per RFP Brand Name/Detail
	48x62 powered panel	$131.89	34	$ 4,484.32	As Per RFP Brand Name/Detail
	42x62 powered panel	$126.82	20	$ 2,536.38	As Per RFP Brand Name/Detail
	42x62 non-powered panel	$102.99	20	$ 2,059.85	As Per RFP Brand Name/Detail
	24x62 non-powered panel	$77.17	20	$ 1,543.35	As Per RFP Brand Name/Detail
*	6-6-12 pedestal	$112.73	50	$ 5,636.40	X-Series Steel Storage
	Tack board	$30.28	125	$ 3,785.36	As Per RFP Brand Name/Detail - *Averaged all Sizes*
	LED light	$85.40	75	$ 6,405.00	ESI LED
*	Open 48" shelf	$33.05	25	$ 826.25	Adaptable Steel Components
*	Closed 48" shelf	$90.39	25	$ 2,259.68	Adaptable Steel Components
*	Open 60" shelf	$34.43	12	$ 413.20	Adaptable Steel Components
*	Closed 60" shelf	$107.14	13	$ 1,392.86	Adaptable Steel Components
*	Open 30" shelf	$29.51	13	$ 383.69	Adaptable Steel Components
*	Closed 30" shelf	$79.32	12	$ 951.83	Adaptable Steel Components
*	Open 42" shelf	$31.82	12	$ 381.84	Adaptable Steel Components
*	Closed 42" shelf	$87.16	13	$ 1,133.07	Adaptable Steel Components
	Keyboard Tray	$138.00	25	$ 3,450.00	ESI Solution 2CC
	Steel Center Drawer	$42.70	25	$ 1,067.50	As Per RFP Brand Name/Detail
	Power Receptacles	$19.98	12	$ 239.80	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station
	90º/180º Covers	$36.89	25	$ 922.32	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°
	Worksurface Supports	$41.50	25	$ 1,037.61	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #5 (10' X 10') Standard Finish Line

Total for office materials:			$	3,185.88		
	Components	Unit Price	Qty	Extended Price		Description
	Task chair	$264.94	1	$	264.94	As Per RFP Brand Name/Detail
	Side chair	$87.76	1	$	87.76	As Per RFP Brand Name/Detail
	120x30 work surface	$124.67	1	$	124.67	As Per RFP Brand Name/Detail
	60x30 work surface	$70.40	1	$	70.40	As Per RFP Brand Name/Detail
	80x30 work surface	$91.16	1	$	91.16	As Per RFP Brand Name/Detail
	60x62 powered panel	$150.80	4	$	603.20	As Per RFP Brand Name/Detail
	30x62 powered panel	$111.45	3	$	334.34	As Per RFP Brand Name/Detail
	30x62 non-powered panel	$87.62	1	$	87.62	As Per RFP Brand Name/Detail
	36x62 non-powered panel	$95.61	2	$	191.23	As Per RFP Brand Name/Detail
	Tack board	$33.11	5	$	165.55	As Per RFP Brand Name/Detail - *Averaged all Sizes*
	Undershelf LED light	$85.40	3	$	256.20	ESI LED
*	Open 60" shelf	$34.43	2	$	68.87	Adaptable Steel Components
*	Closed 60" shelf	$107.14	2	$	214.29	Adaptable Steel Components
*	Closed 30" shelf	$79.32	1	$	79.32	Adaptable Steel Components
*	6-6-12 pedestal	$112.73	2	$	225.46	X-Series Steel Storage
	Keyboard Tray	$138.00	1	$	138.00	ESI Solution 2CC
	Steel Center Drawer	$42.70	1	$	42.70	As Per RFP Brand Name/Detail
	Power Receptacles	$19.98	1	$	19.98	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station
	90º/180º Covers	$36.89	1	$	36.89	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°
	Worksurface Supports	$83.32	1	$	83.32	

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE
WORKSTATION #6 (10' X 10') Standard Finish Line

Total for office materials:			$ 128,914.34	
Components	Unit Price	Qty	Extended Price	Description
Task chair	$264.94	39	$ 10,332.85	As Per RFP Brand Name/Detail
Side chair	$87.76	39	$ 3,422.52	As Per RFP Brand Name/Detail
60x24 work surface	$60.26	78	$ 4,700.14	As Per RFP Brand Name/Detail
36x36 work surface	$68.71	39	$ 2,679.80	As Per RFP Brand Name/Detail
96x24 work surface	$86.24	39	$ 3,363.24	As Per RFP Brand Name/Detail
60x62 powered panel	$150.80	77	$ 11,611.55	As Per RFP Brand Name/Detail
36x62 powered panel	$119.44	77	$ 9,196.91	As Per RFP Brand Name/Detail
24x62 powered panel	$100.99	29	$ 2,928.83	As Per RFP Brand Name/Detail
24x62 non-powered panel	$77.17	58	$ 4,475.71	As Per RFP Brand Name/Detail
36x62 non-powered panel	$95.61	78	$ 7,457.88	As Per RFP Brand Name/Detail
* 2 high x 36" lateral file	$179.98	39	$ 7,019.24	X-Series Steel Storage
Tack board	$32.93	156	$ 5,137.12	As Per RFP Brand Name/Detail - *Averaged all Sizes*
Undershelf LED light	$85.40	117	$ 9,991.80	ESI LED
* Open 60" shelf	$34.43	58	$ 1,997.13	Adaptable Steel Components
* Closed 60" shelf	$107.14	59	$ 6,321.43	Adaptable Steel Components
* Open 36" shelf	$30.90	19	$ 587.06	Adaptable Steel Components
* Closed 36" shelf	$84.55	20	$ 1,690.92	Adaptable Steel Components
* 6-6-12 pedestal	$112.73	39	$ 4,396.39	X-Series Steel Storage
* 6/6/12 storage tower	$526.92	39	$ 20,549.80	X-Series Steel Storage
Keyboard Tray	$138.00	39	$ 5,382.00	ESI Solution 2CC
Steel Center Drawer	$42.70	39	$ 1,665.30	As Per RFP Brand Name/Detail
Power Receptacles	$19.98	19	$ 379.69	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station
90º/180º Covers	$36.89	39	$ 1,438.82	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°
Worksurface Supports	$56.11	39	$ 2,188.20	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE

WORKSTATION #7 (10'-6" X 13') Standard Finish Line

Total for office materials:			$ 401,548.75		
	Components	Unit Price	Qty	Extended Price	Description
	Task chair	$264.94	114	$ 30,203.73	As Per RFP Brand Name/Detail
	Side chair	$87.76	228	$ 20,008.61	As Per RFP Brand Name/Detail
	78x30 work surface	$89.31	114	$ 10,181.49	As Per RFP Brand Name/Detail
	48x48 work surface	$86.39	114	$ 9,848.53	As Per RFP Brand Name/Detail
	36x24 work surface	$37.35	114	$ 4,258.35	As Per RFP Brand Name/Detail
	72x36 "**P-TOP**" work surface	$92.08	114	$ 10,496.92	As Per RFP Brand Name/Detail
	48x80 powered panel	$172.78	279	$ 48,205.98	As Per RFP Brand Name/Detail
	30x80 powered panel	$142.96	51	$ 7,290.94	As Per RFP Brand Name/Detail
	36x80 powered panel	$154.80	165	$ 25,541.35	As Per RFP Brand Name/Detail
	36x80 non-powered panel	$130.97	279	$ 36,540.47	As Per RFP Brand Name/Detail
	42x80 non-powered panel	$141.88	228	$ 32,349.45	As Per RFP Brand Name/Detail
	54x80 non-powered panel	$217.67	51	$ 11,101.04	As Per RFP Brand Name/Detail
*	6-6-12 pedestal	$112.73	114	$ 12,850.99	X-Series Steel Storage
	Tack board	$28.18	342	$ 9,638.24	As Per RFP Brand Name/Detail - *Averaged all Sizes*
	Undershelf LED light	$85.40	228	$ 19,471.20	As Per RFP Brand Name/Detail
	LED desk lamp	$97.00	114	$ 11,058.00	ESI LED
*	Open 30" shelf	$29.51	57	$ 1,682.31	Adaptable Steel Components
*	Closed 30" shelf	$79.32	57	$ 4,521.21	Adaptable Steel Components
*	Open 48" shelf	$33.05	57	$ 1,883.84	Adaptable Steel Components
*	Closed 48" shelf	$90.39	57	$ 5,152.08	Adaptable Steel Components
*	Open 36" shelf	$30.90	57	$ 1,761.17	Adaptable Steel Components
*	Closed 36" shelf	$84.55	57	$ 4,819.12	Adaptable Steel Components
*	5'x42" lateral file	$423.16	114	$ 48,239.90	X-Series Steel Storage
	Keyboard Tray	$138.00	114	$ 15,732.00	As Per RFP Brand Name/Workrite Banana Board
	Steel Center Drawer	$42.70	114	$ 4,867.80	As Per RFP Brand Name/Detail
	Power Receptacles	$19.98	57	$ 1,139.07	As Per RFP Brand Name/Detail: (3) Duplex Outlets per Station
	90º/180º Covers	$40.74	114	$ 4,643.88	As Per RFP Brand Name/Detail; (2) 90° and (1) 180°
	Worksurface Supports	$70.71	114	$ 8,061.08	As Per RFP Brand Name/Detail

CONTRACT 110064-PH, OFFICE FURNITURE

EXHIBIT 3 NEW CITY HALL PRICING SCHEDULE

CONFERENCE ROOMS AND ANCILLARY AREAS

Total for office materials:				$ 271,377.82	
	Components	Unit Price	Qty	Extended Price	Description
Circular tables	36" diameter table	$149.55	1	$ 149.55	As Per RFP Brand Name/Detail
	42" diameter table	$166.63	2	$ 333.26	As Per RFP Brand Name/Detail
	48" diameter table	$209.67	4	$ 838.70	As Per RFP Brand Name/Detail
	60" diameter table	$313.28	1	$ 313.28	As Per RFP Brand Name/Detail
	72" diameter table	$492.83	1	$ 492.83	As Per RFP Brand Name/Detail
Rectangular tables	36" x 36" table	$166.53	2	$ 333.06	As Per RFP Brand Name/Detail
	48" x 24" table	$195.22	2	$ 390.45	As Per RFP Brand Name/Detail
	60" x 36" table	$208.44	8	$ 1,667.55	As Per RFP Brand Name/Detail
	60" x 24" table	$169.95	10	$ 1,699.46	As Per RFP Brand Name/Detail
	60" x 30" table	$178.32	45	$ 8,024.18	As Per RFP Brand Name/Detail
	60" x 36" table	$208.44	4	$ 833.78	As Per RFP Brand Name/Detail
	60" x 42" table	$238.57	10	$ 2,385.73	As Per RFP Brand Name/Detail
	60" x 54" table	$299.45	8	$ 2,395.57	As Per RFP Brand Name/Detail
	66" x 36" table	$226.58	2	$ 453.17	As Per RFP Brand Name/Detail
	72" x 30" table	$208.44	11	$ 2,292.89	As Per RFP Brand Name/Detail
	72" x 36" table	$245.03	14	$ 3,430.42	As Per RFP Brand Name/Detail
	72" x 42" table	$281.31	3	$ 843.92	As Per RFP Brand Name/Detail
	72" x 48" table	$317.59	4	$ 1,270.34	As Per RFP Brand Name/Detail
	84" x 24" table	$233.35	2	$ 466.69	As Per RFP Brand Name/Detail
	84" x 36" table	$281.31	8	$ 2,250.46	As Per RFP Brand Name/Detail
	84" x 42" table	$323.43	6	$ 1,940.56	As Per RFP Brand Name/Detail
	96" x 30" table	$317.59	4	$ 1,270.34	As Per RFP Brand Name/Detail
	96" x 42" table	$366.16	6	$ 2,196.97	As Per RFP Brand Name/Detail
	96" x 48" table	$414.43	4	$ 1,657.72	As Per RFP Brand Name/Detail
	108" x 42" table	$408.59	5	$ 2,042.94	As Per RFP Brand Name/Detail
Hexagonal tables	36" x 72" Hexagonal table	$232.73	1	$ 232.73	As Per RFP Brand Name/Detail
Chairs	Conference Chair Level 1	$87.76	201	$ 17,639.17	As Per RFP Brand Name/Detail
	Conference Chair Level 2	$283.87	412	$ 116,954.28	Very Gr A Back/Seat, TR Trim, Base
	Conference Chair Level 3	$303.43	215	$ 65,236.63	Very Task Gr D Brisa, TR Trim, Base
	Conference Chair Level 4	$463.09	15	$ 6,946.35	Zody with Leather Seat and Back
	Side Chair Level 1	$87.76	34	$ 2,983.74	As Per RFP Brand Name/Detail
	Side Chair Level 2	$167.38	4	$ 669.54	As Per RFP Brand Name/Detail
	Side Chair Level 3	$429.99	15	$ 6,449.84	As Per RFP Brand Name/Detail
	Task Chair Level 1	$264.94	29	$ 7,683.40	As Per RFP Brand Name/Detail
	Task Chair Level 2	$314.68	21	$ 6,608.32	Very Task

Product Non-Obsolescence and Warranty Policy

(This Haworth Product Non-Obsolescence and Warranty Policy applies to products manufactured after June 1, 2009)

Haworth, Inc. or Haworth, Ltd., (each called "Haworth") will make a good faith effort to maintain product compatibility within our various generations of product platforms to provide our customers with spaces that adapt to change. Haworth's non-obsolescence policy commits to provide our customers with products of comparable function or operational characteristics for a term equal to the warranty period. Haworth fabrics and finishes must be updated periodically to maintain the market appeal of our products and respond to the demands and changing preferences of our customers. As a result some fabrics and finishes are periodically discontinued.

If a new product purchased or leased from Haworth or from an authorized Haworth dealer proves to be defective (as defined below) while the product is still owned or leased by the initial purchaser or lessee and if the initial purchaser or lessee gives Haworth written notice of the defect within the Applicable Warranty Period, then, except as provided below, Haworth will, at Haworth's option, either repair or replace the product, at Haworth's expense, or refund to the buyer the purchase price of the product. A notice must be addressed to Haworth at One Haworth Center, Holland, Michigan 49423, attention: Corrections Department. Except as provided below, a product shall be considered "defective" if Haworth finds that it is defective in materials or workmanship and if the defect materially impairs the value of the product to the buyer or lessee. Applicable Warranty Periods are set forth below. Each Applicable Warranty Period begins on the day the product is manufactured, except that the Applicable Warranty Period for a flooring product begins when its installation is complete. If product is not installed by a Haworth Certified installer or reconfigured by a Haworth trained installer, Haworth may not consider the product to be defective and will not repair, replace or refund its price.

Product(s)	Applicable Warranty Period
All Haworth products except those listed below	LIFETIME
Electrical components, electrical accessories and fixed task lighting, excluding underfloor power; seating mechanisms *, excluding mechanisms in wood or wood framed chairs; upholstery foam, seat and back mesh, seating glides and casters; stack chair frames; wall products	Ten Years
All Haworth products that are at any time used in a classroom or educational environment (other than administrative areas), except products listed below	Ten Years
Wood or wood framed products and wood chairs including their mechanisms; gel arm caps; fabric scrims and fabrics rated (A) Heavy Duty under Association of Contract Textiles guidelines; leather; user-adjustable worksurface mechanisms; thermofused laminates; slow close mechanisms; ambient and flexible task lighting; horizontal glass or thermoplastic table assemblies and Jump Stuff products other than Boogie Board (lifetime)	Five Years
All flooring products, including underfloor power, other than factory-applied surfaces; plastic ultraviolet light color fastness; fabrics rated (a) General Contract under the Association of Contract Textiles guidelines	Three Years
Products that are manufactured outside North America and sold into the North American market	One to Five **
Non-standard Specials products; soft palm rest; mouse pad insert; translucent edge marring; factory-applied surfaces on flooring products	One Year

Service parts used for warranty carry the remaining balance of the assembly's original warranty period.
* The Applicable Warranty Period for these products is single shift forty hour week. If used more than this, then the Applicable Warranty Period will be reduced in proportion to the increased usage. For example, if a chair is used an average of sixty hours per week, then the Applicable Warranty Period for the seating mechanisms is six years, eight months.
** Product specific Applicable Warranty Period is identified in the individual price list publications.

A product will not be considered to be defective, and Haworth will not repair, replace or refund its price if the product (1) is a consumable product, such as a lamp or light ballast, (2) is "Customer's Own Material" (i.e. material specified by the buyer or lessee that is not a standard Haworth product offering, including Haworth Alliance fabrics), (3) is not installed and used as recommended in Haworth's written specification, installation and user guides, (4) has been otherwise misused or suffered abusive damage or (5) is a product that is manufactured by a third-party supplier from whom Haworth purchases it and then re-sells it without incorporating it in other Haworth products (in which case Haworth will assign to the buyer or lessee any assignable warranty that the manufacturer gives to Haworth). A defect in materials or workmanship does not include (a) normal wear and tear, (b) damage caused by an Act of God or by transportation, reconfiguration or other movement of the product, (c) a product alteration made without Haworth's express written authorization, (d) the natural variation of color, grain or texture found in wood or leather, (e) the natural aging found in materials such as wood and leather which result in colors shifting during use, (f) dye lot variations in fabrics, leathers or wall coverings, (g) the natural patina and "puddling" of leather during use.

EXCEPT AS STATED ABOVE, HAWORTH DOES NOT MAKE ANY WARRANTY AS TO ANY PRODUCT AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. Product repair or replacement or refund of the price, at Haworth's option, in accordance with this Policy, is the buyer's or lessee's exclusive remedy for a product defect. Haworth shall not have tort liability with respect to a product, and Haworth shall not be liable for any consequential, economic, indirect, special, punitive or incidental damages arising from a product defect.

Issue Date: June 1, 2009

HAWORTH

CITY OF LAS VEGAS
Purchasing and Contract Division
City Hall, 1st Floor
400 E. Stewart Ave.
Las Vegas NV 89101-2986
Phone (702) 229-6231
Fax (702) 384-9964
TDD (702) 386-9108

STANDARD
PURCHASE ORDER

PO No	Rev No	Page No
XXXXXX	0	1 Of 2
PO Creation Date:		

SUPPLIER:
FACILITEQ BUSINESS INTERIORS
817 S. MAIN STREET
LAS VEGAS, NV 89101
United States

This purchase order number must appear on all invoices, packing lists, cartons, and documents related to this order.
Visit our website for CLV standard terms and conditions:
http://www.lasvegasnevada.gov/

SHIP TO:

BILL TO:
Accounts Payable-City of Las Vegas
Fax: (702) 382-6441
400 Stewart Avenue 6th Floor
Las Vegas,NV 89101

Payment Terms	**Requestor**	**Buyer**
Immediate		
Freight Terms	**F.O.B.**	**Ship Via**
Included in Cost	Las Vegas	Seller's Option

PO LINE NO	DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	PART NUMBER AND DESCRIPTION OF ITEMS (as many lines as necessary) SHIP TO:				$	$
2	DESCRIPTION OF LABOR, IF APPLICABLE (as many lines as necessary) SHIP TO:				$	$
PO Total:						$

This Purchase Order is issued in accordance with the terms and conditions of Contract 110064-PH, Office Furniture. A specific statement of work and schedule are attached as Special Terms and Conditions.

The City of Las Vegas point of Contact is:

Authorized Signature	**Date**

SPECIAL TERMS AND CONDITIONS

SUPPLEMENT TO PURCHASE ORDER NO. XXXXXX, CONTRACT NO. 110064-PH

1. **STATEMENT OF WORK**

   [Insert specific statement of work, including description and quantities of items ordered and breakdown of labor costs.]

2. **PERIOD OF PERFORMANCE**

   [Insert schedule for work or delivery.]

3. **PLACE OF PERFORMANCE**

   [Insert installation address and any special instructions / floor plans / etc.]

4. **DELIVERY/INSTALLATION SCHEDULE**

   [Insert project schedule]

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of Modification No. 1 to Contract No. 10.1730.15-TF, Vegas Valley Sewer Rehabilitation located at Vegas Valley Drive from Sloan Lane to just outside the City of Las Vegas Water Pollution Control Facility at 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($1,360,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,360,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This revision is required for additional cured-in-place pipe (CIPP) lining for sanitary sewer lines upstream of the junction structure, additional repairs to sewer pipe and the junction structure.

PCC: T. Fernandez
POC: A. Mihalsky - (702) 251-5800

RECOMMENDATION:
That City Council approve Modification No. 1 to Contract No. 10.1730.15-TF, Vegas Valley Sewer Rehabilitation to Las Vegas Paving Corporation in the amount of $1,360,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 1 to Contract No. 10.1730.15-TF

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: May 11, 2011

BID# 10.1730.15-TF **PURCHASE ORDER #: 286981** SUPPLEMENT: MODIFICATION #1

NAME AND ADDRESS OF CONTRACTOR: **Las Vegas Paving**
4420 South Decatur Boulevard
Las Vegas, Nevada 89103

CONTRACT DESCRIPTION:
The project consists of the rehabilitation of approximately 1500 linear feet each of 57-inch and 66-inch sanitary sewer piping using trenchless technology and Cure-In-Place Pipe (CIPP) via and upstream or downstream inversion. The project also includes the inspection and joint repair of approximately 1500 linear feet of reinforced concrete pipe and a downstream junction structure. The project also requires the design of a bypass pumping and piping system, and will also include traffic control, pavement cuts and replacement at major road crossings and reconstruction of a concrete block wall.

DESCRIPTION AND REASON FOR MODIFICATION:
This Contract Modification is necessary due to the extra work required to be performed by the Contractor, as requested by the City, consisting of CIPP lining the 57" and 51" sanitary sewer lines upstream of the upstream junction structure while the Contractor's by-pass pumping system is in place to avoid duplication of the cost for a bypass pumping system to perform this work in the future. The Contract Modification is also necessary due to the additional work required to increase the number of joint repairs in the existing 84" sanitary sewer pipe and downstream junction structure to provide a fully repaired pipe and junction structure that will service the City's needs well into the future.

PRICE OF THIS MODIFICATION (WRITTEN): **One Million Three Hundred Sixty Thousand Dollars no cents**
DOLLARS: **$1,360,000.00**

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): **Twenty One** # DAYS: **21**

ORIGINAL COMPLETION DATE: **July 9, 2011** NEW COMPLETION DATE: **July 30, 2011**

PRICE OF ORIGINAL CONTRACT:	**$3,925,175.00**	
PRICE OF ALL PREVIOUS MODIFICATIONS:	$0	(#_____through _____)
PRICE OF THIS MODIFICATION:	**$1,360,000.00**	
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):..	**$5,285,175.00**	

1. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla
(SIGNATURE)

5/11/11
(DATE)

ATTEST: _____
(CITY CLERK) (DATE)

_____
(Contractor)

BY _____
DATE

_____
(TITLE)

_____
PURCHASING AND CONTRACTS MANAGER

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of award of Modification No. 6 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project located at 300 Stewart Avenue - Office of the City Manager - Award recommended to: WESTLAKE REED LESKOSKY (FORMERLY REFERRED TO AS WRL OF NEVADA) ($273,135.50 - Parks and Leisure Activities Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $273,135.50
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Office of the City Manager

PURPOSE/BACKGROUND:
On August 2, 2006 City Council approved award of a contract to provide architectural and associated services to develop the post office/courthouse. This modification adds services to make adjustments to the museum layout including the St. Valentine's Day wall location and the main lobby cages, necessitated by a redesign of the third floor corridor requested by the National Park Service. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services.

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

RECOMMENDATION:
That City Council approve Modification No. 6 to Contract No. 060044-SB, Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project to Westlake Reed Leskosky (formerly referred to as WRL of Nevada) in the amount of $273,135.50 bringing the total Contract amount to $8,493,958.15. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 6 to Contract No. 060044-SB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION No. 6

POST OFFICE/COURTHOUSE REHABILITATION PROJECT

THIS MODIFICATION No. 6 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 WESTLAKE REED LESKOSKY (hereinafter the "Company") a limited liability company having its principal office at 925 Euclid, Cleveland, OH 44115-1407.

The purpose of this Modification is to add scope and compensation for additional services to be performed, and to correct the Company name.

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

1. Change Company Name

DELETE: All references to "WRL OF NEVADA"

REPLACE WITH: The correct Company name, "WESTLAKE REED LESKOSKY"

2. Attachment 5a, Statement of Work

ADD:

5.12 The Company will perform the following additional services:

Additional Services #5:

Revised Exhibit Design of Areas 2.9, 3.4 and 3.5: Due to the changes required to the third floor corridor, there are several areas throughout the Museum that will also be required to be redesigned/modified to allow the museum content previously scheduled for the third floor corridor to be maintained and used in those areas.

The Company shall redesign or modify areas 2.9, 3.4, 3.5 and the Main Lobby cages. The Company shall provide administration, general project management, lighting design revisions, audio visual revisions, architectural infrastructure revisions, exhibit redesign, and content development revisions.

3. Attachment 2e, Compensation – Basic Services

DELETE: Attachment 2e dated March 2011 in its entirety.

SUBSTITUTE: Attachment 2f dated April 2011.

4. General

In the event of any conflict between the Contract as previously modified and this modification, the provisions of Modification No. 6 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No.6 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 4-20-11
Date

WESTLAKE REED LESKOSKY

PAUL WESTLAKE, JR, Managing Principal

"Company"

ATTACHMENT 2f
Compensation – Basic Services
April 2011

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

PHASE	TOTALS
Pre-Design	$ 541,670.00
Schematic Design	$ 1,309,576.00
Design Development	$ 1,645,405.00
Construction Documents	$ 2,135,060.00
Bidding	$ 111,211.00
Construction Administration	$ 1,693,912.00
Post Construction	$ 6,000.00
Additional Services #1	$ 87,600.00
Additional Services #2	$ 149,050.00
Additional Services #3	$ 158,661.65
Additional Services #4	$ 176,464.00
Additional Services #5	$ 256,135.50
Contingency	$ 51,246.59
Reimbursables	$ 171,966.41
GRAND TOTAL	$ 8,493,958.15

DEDUCTIONS

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

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

END OF ATTACHMENT 2f

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity	**Block 2 Description**
Name WESTLAKE REED LESKOSKY	**Architect and Associated Services for the Post Office/Courthouse Rehabilitation Project**
Address 925 EUCLID AVE. SUITE 1900 CLEVELAND, OH 44115	
Telephone 216-522-1350	
EIN or DUNS 34-0240010	**Contract # 060044-SB**

Block 3 Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

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

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

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

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

PAUL E. WESTLAKE, MANAGING PRINCIPAL

Name

MARCH 20, 2009

Date

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

Susan L. Frounfelker

Notary Public

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of award of Bid No. 08.15341.08-TF, Fire Station 106 located at 1888 Stellar Lake Street and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: HARDY CONSTRUCTION, INC. ($2,793,000 - Fire Services Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,793,000
Funding Source: Fire Services CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of a two-bay fire station including on-site and off-site construction. This building will conform to LEED certification requirements.

PCC: T. Fernandez
POC: Mike Richards - (702) 257-8918

RECOMMENDATION:
That City Council approve award of Bid No. 08.15341.08-TF, Fire Station 106 to Hardy Construction, Inc. in the amount of $2,793,000 and approve the construction conflicts and contingency reserve of $279,300. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
08.15341.06-TF
Fire Station 106

DESCRIPTION	Hardy Construction Inc Lump Sum Amount	Burke Construciton Group, Inc Lump Sum Amount	SAVI Construction Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$2,793,000.00	$2,888,000.00	$2,899,111.00
Responsive Bidder:			
Responsible Bidder:			

DESCRIPTION	Rickardson Construction Inc Lump Sum Amount	Addison Inc Lump Sum Amount	Pace Contracting Co Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$2,942,000.00	$3,008,348.00	$3,050,823.00
Responsive Bidder:			
Responsible Bidder:			

DESCRIPTION	Kalb Construction Company Lump Sum Amount	Mountain Vista Development Inc Lump Sum Amount	
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$3,091,646.00	$3,197,285.00	
Responsive Bidder:			
Responsible Bidder:			
Engineers Estimate:			

TO: David Bowers, City Engineer Please review and approve recommended award to Hardy Construction Inc

in the amount of $2,793,000.00

Purchasing & Contracts Representative — 5-17-11 Date

5-16-11 — Department/Division Signature — 5/16/11 Date

Rev. 11.16.10

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of award of Bid No. 10.15341.08-TF, Fire Station 107 located at 9398 Sundial Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: RICHARDSON CONSTRUCTION ($2,957,000 - Fire Services Capital Projects Fund) - Ward 4 (Anthony)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,957,000
Funding Source: Fire Services CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project consists of a two-bay fire station including on-site and off-site construction. This building will conform to LEED certification requirements and include a Community Emergency Response Team room.

PCC: T. Fernandez
POC: Lou Richardson - (702) 647-2200

RECOMMENDATION:
That City Council approve award of Bid No. 10.15341.08-TF, Fire Station 107 to Richardson Construction in the amount of $2,957,000 and approve the construction conflicts and contingency reserve of $295,700. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT
10.15341.08-TF
Fire Station 107

	Richardson Construction, Inc.	Kalb Construction Company	City Plan Development, inc. DBA Savi Construction
DESCRIPTION	**Lump Sum Amount**	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$2,957,000.00**	$3,031,128.00	$3,107,810.00
Responsive Bidder:	Yes		
Responsible Bidder:	Yes		

	Addison, Inc.	Hardy Construction, Inc.	Pace Contracting Co.
DESCRIPTION	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$3,113,369.00	$3,125,464.00	$3,133,270.00
Responsive Bidder:			
Responsible Bidder:			

	Burke Construction Group, Inc.	Mountain Vista Development, Inc.	Legal Firm Name
DESCRIPTION	Lump Sum Amount	Lump Sum Amount	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	$3,169,000.00	$3,233,982.00	
Responsive Bidder:			
Responsible Bidder:			

Engineers Estimate: 3,557,000.00

TO: Dept. Director or Designee Please review and approve recommended award to

Richardson Construction, Inc. in the amount of $ 2,957,000.00

Purchasing & Contracts Representative — Date: 5-17-11

MAS 5-12-11
Department/Division Signature — Date: 5-12-11

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of Southern Nevada Water Authority's Water Smart Landscapes Program Application and Corporate Acknowledgement, and authorize Mayor to execute a Restrictive Covenant and Grant of Conservation Easement upon completion of lawn conversion to drought tolerant landscaping at Veteran's Memorial Park, 101 North Pavilion Center Drive, APN 137-35-501-004 - Ward 2 (Wolfson)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
The City desires to convert lawn to drought tolerant landscaping at Veteran's Memorial Park, which meets requirements of the SNWA's Water Smart Landscapes Program. The city proposes to convert approximately 14,070 square feet of lawn to desert landscaping. Upon completion of conversion the city is required to execute a Restrictive Covenant and Grant of Conservation Easement to prevent a water intensive use on the conversion area in perpetuity. This conversion has been completed and the agreements are now required to be executed so that SNWA may process payment to the city for the conversion.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
1. Water Smart Landscapes Program Application and Corporate Acknowledgement
2. Restrictive Covenant and Grant of Conservation Easement

32420010097464

Southern Nevada Water Authority's

Water Smart Landscapes Program

Application and Agreement

SMART 258-SAVE • snwa.com

It's time to get smart about water

Southern Nevada Water Authority

#1586339

Owner or Business Name:	City of Las Vegas Veterans Mem. Park
Conversion Address:	101 N Pavilion Drive
City, Zip Code:	LV NV 89138
Contact Person (if not owner)	Steve Grandy
Telephone Number(s):	702-249-6304
E-mail address	~~Steve~~ sgrandy@cox.net
Mailing address (if different from conversion address)	City of Las Vegas Parks + Rec attn Duplinee LaGarza 2875 Ponoma Dr. LV NV 89128

Project Type:
- ☐ Single Family Home: Front yard ○ Backyard ○ (mark one or both)
- ☐ Apartments, HOA common area, Mobile Home Park
- ☒ Business or Institutional property

Approved as to form
John S. Ridilla 5/10/11
John S. Ridilla Date
Deputy City Attorney

Water Source:
- ☑ A City or Water Agency
- ☐ Private Groundwater Well (see limitations in condition III B)

Instructions

1. Submit white and yellow copies of your completed, signed application. Keep pink copy.
2. SNWA will call you within 10 days of receipt of your application to schedule a mandatory pre-conversion site visit.
3. When the conversion is complete, homeowners call 862-3760 for final inspection. Other properties may contact their coordinator directly.

Important! You must participate in a pre-conversion site visit *before* removing your lawn. Starting without SNWA approval will make your conversion ineligible.

The undersigned person executing this application and agreement represents and warrants that they are the owner of the property, or they have the express written permission of the owner as evidenced by a duly executed and recorded power of attorney or other document indicating authorization to act on behalf of the owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this application and agreement. As such, I understand and agree to the program conditions on the back of this form and have reviewed the terms of the restrictive covenant required.

X _____ 7/30/09
Applicant's signature Date

X William Weisenmiller X
Applicant's printed name (include professional title if you are the owner's designee) MAYOR

SNWA USE ONLY - SNWA has verified this property's eligibility to participate and has approved this agreement.

_____ 7/30/09 1/30/10
SNWA representative's signature Date Completion period expires

Keep the pink copy. Mail the white and yellow copies to:

SNWA Conservation – P.O. Box 99956 – Las Vegas, NV 89193-9956

Version June 22, 2009

F 00133

CORPORATE ACKNOWLEDGMENT

State of Nevada)
§
County of _____)

On this _____, day of _____, 20____, personally appeared before me

_____, whose identity is personally known to me
(name of document signer)

(or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the _____ of _____
(Title or Office) (Name of Corporation)

and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said

_____ acknowledged to me that said Corporation executed the
(Name of document signer)

same.

_____
Signature

_____
Notary Public

Signing in a Representative Capacity: An authorized officer, agent, partner, trustee, member or other representative may sign on behalf of their representative business, be it a corporation, partnership, trust, limited liability company or other entity providing they have been given authority to sign in their representative capacity.

The notary must require the signer to present satisfactory documentary evidence and administer an oath or affirmation.

APN: 13735501004

When Recorded, Return To:

Southern Nevada Water Authority
Conservation Division
PO Box 99956
MS 110
Las Vegas, NV 89193-9956

RESTRICTIVE COVENANT
AND GRANT OF CONSERVATION EASEMENT

This Restrictive Covenant and Grant of Conservation Easement (the "**Covenant**"), is made by the undersigned owner, as the grantor, (the "**Owner**") and Southern Nevada Water Authority, a cooperative agency formed under and pursuant to NRS 277.080 to 277.180, inclusive, as the holder ("**Authority**"), and effective upon the date the Owner's signature was notarized, with reference to the following facts and is as follows:

RECITALS:

A. The Owner is the owner in fee simple of that certain real property commonly known as 101 S PAVILION CENTER DR, LAS VEGAS, Nevada and more particularly described in **Exhibit A** hereto and by this reference incorporated herein. The Authority, has heretofore implemented its Water Smart Landscapes Program (the "**Program**") for the express purpose of permanently reducing demand for water resources and reducing or deferring major infrastructure needs. The Program accomplishes its goal by making incentive payments to participants who convert lawn and/or water surface to landscaping which meets the requirements of the Program as set forth in the "Requirements for the Converted Area" portion of the Program Conditions (herein "drought tolerant landscaping").

B. Pursuant to Program guidelines, the Owner has converted a qualifying portion of the lawn and/or water surface present on the Property to drought tolerant landscaping in the size described in **Exhibit B** hereto and depicted in **Exhibit C** hereto, and has received an incentive payment from the Authority in exchange therefor, receipt of which is hereby acknowledged by Owner.

C. In order for the Authority to maximize the water savings desired by the Program, it is essential that the Owner and all successors in interest of the Owner sustain the conversion described in **Exhibit B** and **Exhibit C** in perpetuity.

D. It is the purpose of this Covenant granted hereby to provide a significant public benefit by protecting and preserving in perpetuity natural resources.

E. This Covenant is created pursuant to the Uniform Conservation Easement Act provided for in NRS 111.390 to 111.440, inclusive. The Authority is a governmental body empowered to hold an interest in real property.

F. The Owner declares that the Property is and shall be held, conveyed, hypothecated, developed or encumbered, subject to this Covenant, which shall run with the land and every portion thereof and interest therein pursuant to NRS 116.390 to 111.440, inclusive, and shall be binding upon the Owner and all successors in interest to the Owner in perpetuity.

G. The Owner and Authority recognizing the importance of the conservation of water have the common purpose of conserving the water usage with respect to the Property by the conveyance of this Covenant on the Property.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions and restrictions contained in and pursuant to the laws of Nevada, including, but not limited to, NRS 111.390 to 111.440, Owner and the Authority covenant as follows:

1. Grant of Easement. Owner voluntarily grants and conveys to the Authority the Conservation Easement as part of this Covenant, in perpetuity, over the Property of the nature and character and to the extent herein set forth, and hereby covenants and agrees as set forth below.

2. Conservation Easement. Owner hereby covenants and agrees that the portion of the lawn and/or water surface on the Property which is described in **Exhibit B** and depicted on **Exhibit C** that has been converted to drought tolerant landscaping in accordance with the Program shall be indefinitely sustained, to the extent reasonably practicable. Subject to **Section 4** hereof, any intentional modification whatsoever to the drought tolerant landscaping installed on the Property in accordance with the Program, including, without limitation, the installation of irrigated lawn or grass, spray irrigation systems, swimming pools, ponds or other bodies of water or water features upon or within any areas depicted and/or described in **Exhibit C** shall constitute a breach and violation of terms of this Covenant.

3. Benefit. This Covenant is made for the express benefit of the Authority and its successors and assigns.

4. Consent and Waiver. The Authority and its successors and assigns may consent to modifications of the drought tolerant landscaping installed in accordance with the Program and depicted and described in **Exhibit B and Exhibit C** hereto, such that water efficiency features as described may be replaced or modified without the Authority's consent in the course of normal maintenance of the Property provided that the outcome of such changes provides equal or greater water efficiency and provided that no irrigated lawn or grass, spray irrigation, swimming pools, ponds or other bodies of water or water features are developed in or upon the areas depicted in **Exhibit C**. The Authority may agree to waive the requirements of this Covenant altogether, in its sole and absolute discretion. Any such consent to a modification or waiver shall be binding on the Authority and its successors and assigns only if it is in writing and is executed by a duly authorized representative of the Authority or its successors or assigns

hereunder and recorded in the official records of the County Recorder of Clark County, Nevada.

5. General Provisions.

(a) Liberal Construction. The Covenant hereof shall be liberally construed to promote and accomplish the objectives set forth in the Recitals.

(b) Enforcement. The Authority and its successors and assigns shall have all rights of enforcement and remedies for breach available at law and in equity including, without limitation, the right to damages and the right to injunctive and other equitable relief to enforce this Covenant. No delay in enforcing this Covenant or any portion hereof shall be deemed a waiver thereof, or of the part not enforced, it being the intent of the parties that a waiver may be granted only by a written instrument signed by the Authority or its successors or assigns and recorded as set forth in **Section 4** hereof.

(c) Authority. The undersigned person executing this Covenant as the Owner is the record owner of the Property, or has been delegated the authority to execute this Covenant on behalf of the Owner as evidenced by a duly executed and recorded power of attorney indicating authorization to act on behalf of the Owner, and represents and certifies that such person or entity is duly authorized and has been empowered to execute and deliver this Covenant.

(d) Captions. The captions contained within this Covenant are for convenience only and do not constitute a portion of the Covenant itself.

(e) Governing Law; Venue. This Covenant is governed by, and shall be construed in accordance with, the laws of the State of Nevada. Venue for the resolution of any dispute arising out of this Covenant shall be limited to the Eighth Judicial District Court of the State of Nevada, and any appellate court in an appeal from the decision of such court, and the Owner and all successors and assigns each irrevocably and unconditionally waive, to the fullest extent each may legally do so, any objection or defense which each may now or later have to the laying of venue of any suit, action or proceeding relating to this Covenant in any court referred to in this **Section 5(e)**.

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

OWNER:
CITY OF LAS VEGAS

OSCAR B. GOODMAN,
Mayor

APPROVED AS TO FORM:

John S. Ridilla 5/10/11
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

ACKNOWLEDGEMENT

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2011, personally appeared before me, a Notary Public in and for said County and State, OSCAR B. GOODMAN, Mayor, City of Las Vegas, known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Notary Public

App Phase ID: 97464

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL MAP FILE 85 PAGE 97
LOT 3

SEC 35TWP 20RNG 59

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

The Project is comprised of 14070 square feet of landscaping in the specific areas described in Exhibit C and having the following characteristics:

Physical description of the Project area:

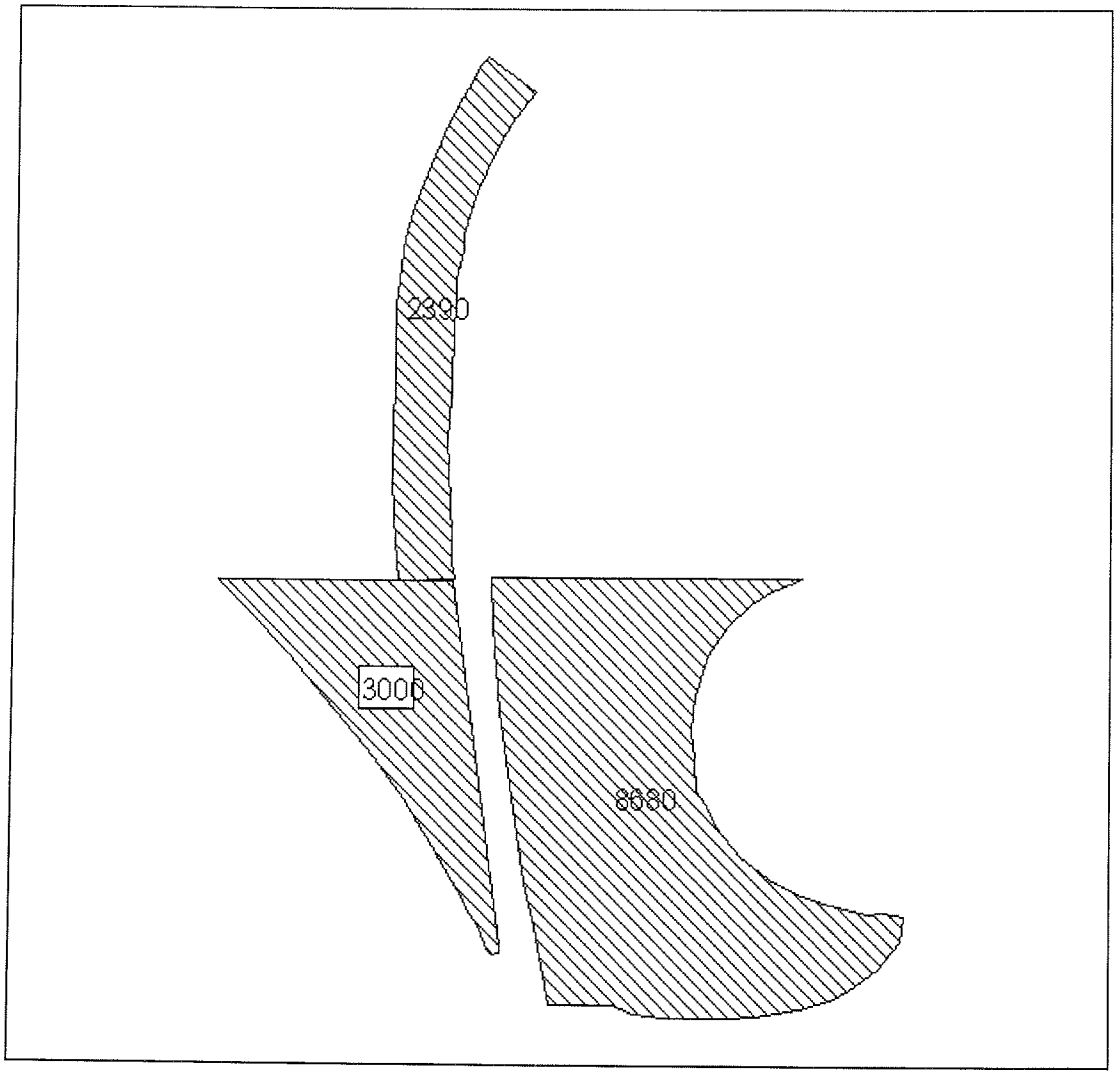
A) Living Plants - The project areas may have living plants; however, there is no lawn grass in the project area.

B) Irrigation systems - The project areas either have no irrigation system or a low-volume drip irrigation system. If a watering system is used, it is a drip irrigation system equipped with a filter, pressure regulator and emitters rated at 20 gallons per hour (gph) or less. The system is maintained free of leaks and malfunctions. No spray irrigation is applied to the area, including spray from irrigation systems adjacent to the project area.

C) Surface Treatments - The project area is covered by a layer of mulch permeable to air and water, including, but not limited to rock, bark, ungrouted stepping stones and artificial turf manufactured to be permeable or a high-density planting of living groundcover plants. There are no impermeable barriers that would inhibit the passage of air and/or water to the soil.

Parcel Number:
13735501004

Exhibit C



Total Sq. Ft.
14070
Incentive Amount
16575

0 50 100 200 Feet

NORTH

Legal Description
PARCEL MAP FILE 85 PAGE 97
LOT 3
SEC 35TWP 20RNG 59

Legend
Converted Area
Parcels

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of a Memorandum of Understanding between the City of Las Vegas the Clark County School District and Future Smiles for the Ed W. Clark High School modular facility, located at 4291 Pennwood Avenue, APN 162-07-701-001 - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The District is the owner of the property located at 4291 Pennwood Avenue and whereas the City is the owner of a modular facility placed on the District's property for the operation of the Clark Community School Program to provide community services. This program is no longer in operation. The city has requested to utilize the modular for the operation of a non-profit dental health service program operated by Future Smiles in order to provide preventive pediatric dental health care services.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAS VEGAS
THE CLARK COUNTY SCHOOL DISTRICT
AND FUTURE SMILES
FOR THE ED W. CLARK HIGH SCHOOL

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into this _____ day of _____, 2011, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), the Clark County School District, a political subdivision of the State of Nevada (hereinafter referred to as "District") and Future Smiles, a domestic non-profit organization (hereinafter referred to as "Future Smiles"). The City, District and Future Smiles may be individually referred to as a "Party" or collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is the owner of that real property and improvements located at 4291 Pennwood Avenue, Las Vegas, Nevada, 89102, APN# 162-07-701-001, more commonly known as Ed W. Clark High School, (hereinafter referred to as "Premises") as attached by Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City is the owner of a modular facility (hereinafter referred to as "Modular") placed on "Premises" pursuant to an MOU dated May 8, 2007 (hereinafter referred to as "Original MOU") by and between the City and the District for operation of the Clark Community School Program in order to provide community services; and

WHEREAS, it has been determined by the City and District that the Clark Community School Program is no longer in operation and that this MOU will replace the terms and conditions of the Original MOU and that the Original MOU will be expunged; and

WHEREAS, the City has requested to utilize the Modular for the operation of a non-profit dental health service program operated by Future Smiles in order to provide preventive pediatric dental health care services; and

WHEREAS, Future Smiles provides preventative oral health care services by Public Health Dental Hygienists at school based sites and/or school based health center and therefore identifies that the Modular on the Premises shall be recognized as a School Based Health Center for Education and Prevention of Oral Disease (hereinafter referred to as "SBHC-EPOD"). From this point forward, any and all references to or in conjunction with the Modular shall be as SBHC-EPOD; and

WHEREAS, the City has approved this use on the Premises at their February 8, 2011 Planning Commission meeting per application number SUP-40647.

NOW, THEREFORE, and in consideration of the mutual terms, conditions, and covenants set forth below, the Parties agree to the following:

1. **Purpose**. This MOU is being created for the purposes of granting the City and Future Smiles permission and authority to enter upon the Premises, and sets forth the respective obligations of the Parties in regards to maintenance and operation of the SBHC-EPOD.

2. **Authorization**. The District authorizes the City and Future Smiles representatives to enter upon the Premises to maintain, repair or conduct improvements on or in the SBHC-EPOD.

3. **Term.** This MOU and the authorization provided herein shall be for a period of five (5) years (hereinafter referred to as "Initial Term"), and shall commence after approval by the governing bodies of the City and District. The official commencement date shall be the date of the latest signing by an authorized representative of the governing bodies of the City and District hereto.

This MOU has the option of renewing for two (2) additional periods of five (5) years upon approval of the governing bodies of the City and District. Upon termination of this MOU, the City will at its expense, remove the SBHC-EPOD from the Premises, and return the Premises to its original condition, reasonable wear and tear expected.

4. **Right of Termination.** The City or District may terminate this MOU and the authorization granted hereunder without cause with written notice. Such termination shall become effective sixty (60) calendar days after written notice is served by the terminating Party on the other Party pursuant to Section 11 Notices.

5. **Use**. The Parties desire that a preventive pediatric dental health care program for the oral health of children be available to any qualifying child within Clark County. An example of these services shall include but not be limited to:

a. Oral hygiene education

b. Child prophylaxis

c. Sealants

d. Fluoride varnish

e. Children with oral health needs will be referred to community dental clinics that have agreed to partner with Future Smiles

The Parties have agreed that the proposed use can be conducted on the Premises in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as determined by the City with the approval of the special use permit. The Parties agree to comply with all conditions as stated per SUP-40647.

The City and Future Smiles agree not to assign this MOU, sublet the SBHC-EPOD, use or permit the SBHC-EPOD to be utilized for any purpose other than that described in this MOU, except with the prior written consent and approval of the District. Any such assignment or delegation made without the required consent shall be void, and result in the termination of this MOU.

The City and Future Smiles agree not to allow any liens, mortgages or encumbrances to be placed against the SBHC-EPOD or the Premises during the term of the MOU without the written consent and approval of the District, whose consent shall not be unreasonably withheld.

6. **Maintenance and Repairs Responsibilities**. Future Smiles shall maintain the SBHC-EPOD and every part thereof in a clean, neat, and orderly condition, free of objectionable noise, odors, or nuisance and will in all respects and at all times fully comply with health, safety, and police regulations including all laws, regulations statutes or codes concerning the use, storage, or maintenance of hazardous material

in or around the SBHC-EPOD and the Premises. Future Smiles shall fully fund the operation of the SBHC-EPOD and be responsible for maintenance and custodial care of the SBHC-EPOD. The City will be responsible for the all expenses associated with major repairs to the SBHC-EPOD due to wear and tear. The District will be responsible for the expense associated with maintaining the landscaping on the Premises.

7. **Utility Responsibilities**. The District shall be responsible for and fully and promptly pay all water, gas, heat, power, and other public utilities of every kind associated with the SBHC-EPOD. Future Smiles will be responsible for telephone service, internet connection, custom dental equipment, program supplies and all other operating costs associated with the provision of education and oral health services.

8. **Compliance with Federal, State and Local Laws.** Future Smiles shall obtain and maintain as current any and all federal, state, and local permits and licenses, including required professional licenses, required to operate the SBHC-EPOD as a preventive oral health facility as described in this MOU. Future Smiles further agrees to abide by all applicable federal, state, and local codes regulations, statues, ordinances, and laws, now in force or which hereafter may be in force with respect to the SBHC-EPOD. Future Smiles also agrees to comply with all District policies, regulations and standards.

9. **Insurance**. Future Smiles shall be responsible for providing and maintaining the following insurance coverages in force for the life of this MOU. The insurance company(ies) must have an A. M. Best rating of A or better and be licensed to write such insurance in the State of Nevada. Future Smiles shall provide to the District and City prior to commencement of this MOU, certificate(s) of insurance verifying required coverage. The insurance carrier shall give the Parties a thirty (30) calendar day written advance notice of any termination, expiration, or any and all changes in the coverage. Deductibles and self-insurance retentions shall be declared in the certificate(s) of insurance. All deductibles/retentions are the sole responsibility of Future Smiles.

Certificate(s) shall evidence the following coverage:

A. Commercial General Liability Insurance, including contractual liability in accordance with the indemnification requirements in this MOU, and including bodily injury, personal injury, and property damage, with the limits of at least $3,000,000.00 per occurrence. The general liability insurance shall include coverage for molestation, sexual abuse and corporal punishment, and shall name the Clark County School District and the City of Las Vegas as additional insured.

B. Professional Liability in an amount no less than $1,000,000.00 covering the professional liability of the individual dentists and their staffs in performance of this contract.

C. Statutory Workers' Compensation and Employers Liability in an amount no less than $1,000,000.00, including a waiver of subrogation in favor of the District and City.

D. Evidence of Property Insurance in an amount sufficient to cover loss of real and personal property belonging to the City and Future Smiles, including a waiver of subrogation in favor of District and City.

The insurance may be provided under primary policies or by a combination or primary and excess policies.

10. **Indemnity**. Future Smiles, on behalf of itself and its participating dentists and their staff agrees to protect, defend, indemnify, save and hold harmless the District and the City, their governing board, its agents, officers, and employees and assume all costs, expenses, and liabilities of any nature to which the these Parties may be subjected as a result of any claim, demand, action, or cause of action arising out of the activities involving this MOU.

This MOU is being written and is approved at no risk to District. District shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by any Parties to this contract, or by any person who may at any time be using or occupying or visiting the SBHC-EPOD, or be in, on or about the SBHC-EPOD, whether the loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Future Smiles or of any occupant, visitor, or use of any portion of the SBHC-EPOD. Future Smiles shall protect, defend, indemnify and hold District harmless against any and all claims, liability, loss or damage on account of any such loss, injury, death or damage arising from or related to operations of Future Smiles and/or the SBHC-EPOD during the term of the MOU.

District makes no warranty as to the suitability or safety of the site for the uses intended herein, and Future Smiles assumes all liability and responsibility for their use of said Premises, and accepts Premises and the SBHC-EPOD "as is". Future Smiles hereby agrees to protect, defend all claims, indemnify and hold the District harmless from and against any and all liability (including attorney's fees and costs) which District may incur by reason of use of the Premises and the SBHC-EPOD by or conduct of operations by Future Smiles or its agents, including injury arising by reason of a dangerous and defective condition of the improvements herein.

11. **Notices**. All legal notices required pursuant to this MOU shall be in writing. Any notice required to be given under the terms of this MOU shall be deemed to have been given when, (i) received by the Party to whom it is directed by hand delivery or personal service, (ii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

District Representative: For the purpose of communication, negotiation, or other notices the following will be considered the District's representative.

Clark County School District Real Property Management
Attn: Director
4190 McLeod Drive, 2nd Floor
Las Vegas, NV 89121
(702) 799-5214 Office
(702) 799-5436 Fax

With a Copy to:

Clark County School District Legal Department
Attn: General Legal Counsel
5100 W. Sahara Avenue, 3rd Floor
Las Vegas, NV 89121
(702) 799-5373 Office
(702) 799-5505 Fax

Premises Representative: For the purpose of communication the following will be considered the Premises representative.

Ed. W. Clark High School
Attn: Principal
4291 Pennwood Avenue
Las Vegas, Nevada, 89102
(702) 799-5800 Office
(702) 799-5813 Fax

City Representative: For the purpose of communication, negotiation, or other notices the following will be considered the City's representative

City of Las Vegas
Attn: Real Estate Administrator
333 North Rancho Road, 8th Floor
Las Vegas, NV 89106
(702) 229-1021 Office
(702) 464-2522 Fax

Future Smiles Representative: For the purpose of communication, negotiations, or other notices the following will be considered the Future Smile's representative.

Future Smiles Chair-Elect/Program Manager
Attn: Mary Teresa Chandler, RDH
PMB 155, 2171 W. Craig Road, Suite # 113
Las Vegas, NV 89129
(702) 521-4550 Office
(702) 383-6306 Fax

12. **Alterations, Additions, and Improvements**. At any time during the term of this MOU, Future Smiles, subject to the prior written approval of the District and City and at the sole expense of Future Smiles, may make alterations, additions, and/or improvements in and to the SBHC-EPOD only. Any such alterations, additions and/or improvements shall be performed in a workmanlike manner, in accordance with all applicable governmental regulations and requirements, and shall not weaken or impair the structural strength or lessen the value of the SBHC-EPOD.

13. **Modification and/or Amendments.** No amendments, changes and/or modifications of this MOU shall be valid unless in writing and signed by all Parties. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable for whatever reason, the remaining provisions not so declared shall, nevertheless, continue in full force and effect, without being impaired in any manner whatsoever.

14. **Counterparts; Electronic Delivery.** This MOU may be executed in counterparts, all such counterparts will constitute the same MOU 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.

15. **General Conditions.** The laws of the State of Nevada will govern as to the interpretation, validity and effect of this MOU. This MOU is intended only to benefit the Parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

The Parties are associated with each other only for the purposes and to the extent set forth in this MOU, and in respect to performance of services pursuant to this MOU, the Parties are and shall be separate and distinct from each other. Nothing contained in this MOU shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other.

Pursuant to NRS 239.010, information or documents in connection with this MOU may be open to public inspection and copying. The Parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

Should any part of this MOU be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable, under any other part of this MOU. Each Party, or responsible representative thereof, has read this MOU and understands the contents thereof. The person(s) executing this MOU on behalf of each Party is empowered to do so and thereby bind the respective Party.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date set forth above.

CITY OF LAS VEGAS

By: _____ _____
Oscar B. Goodman, Mayor Date

ATTEST:

By _____ _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM ~~& CONTENT~~:

By _____ 4/6/11
Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT

By: _____ _____
Jeff Weiler, Chief Financial Officer Date

ATTEST:

APPROVED AS TO FORM & CONTENT:

By: _____ _____
C.W. Hoffman, Jr., General Counsel Date

FUTURE SMILES

By: _____ _____
Stephanie Redwine, Program Administrator Date

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date set forth above.

CITY OF LAS VEGAS

By: _____ _____
Oscar B. Goodman, Mayor Date

ATTEST:

By _____ _____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM & CONTENT:

By _____ _____
Deputy City Attorney Date

CLARK COUNTY SCHOOL DISTRICT

By: _____ _____
Jeff Weiler, Chief Financial Officer Date

ATTEST:

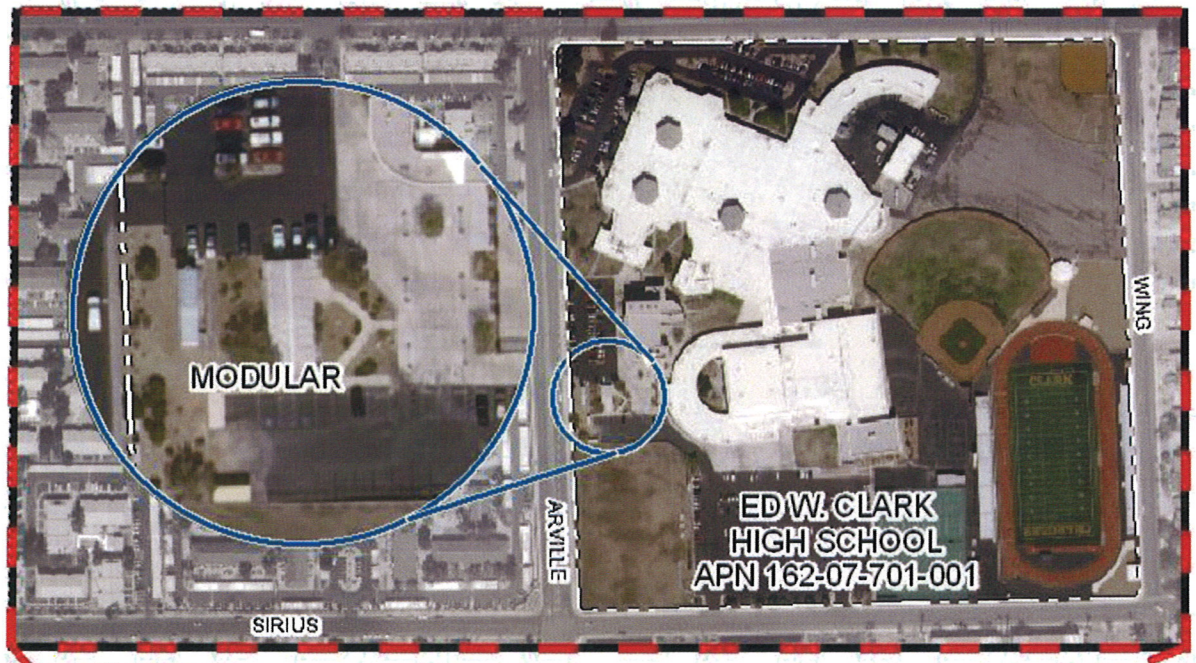
APPROVED AS TO FORM & CONTENT:

By: _____ _____
C.W. Hoffman, Jr., General Counsel Date

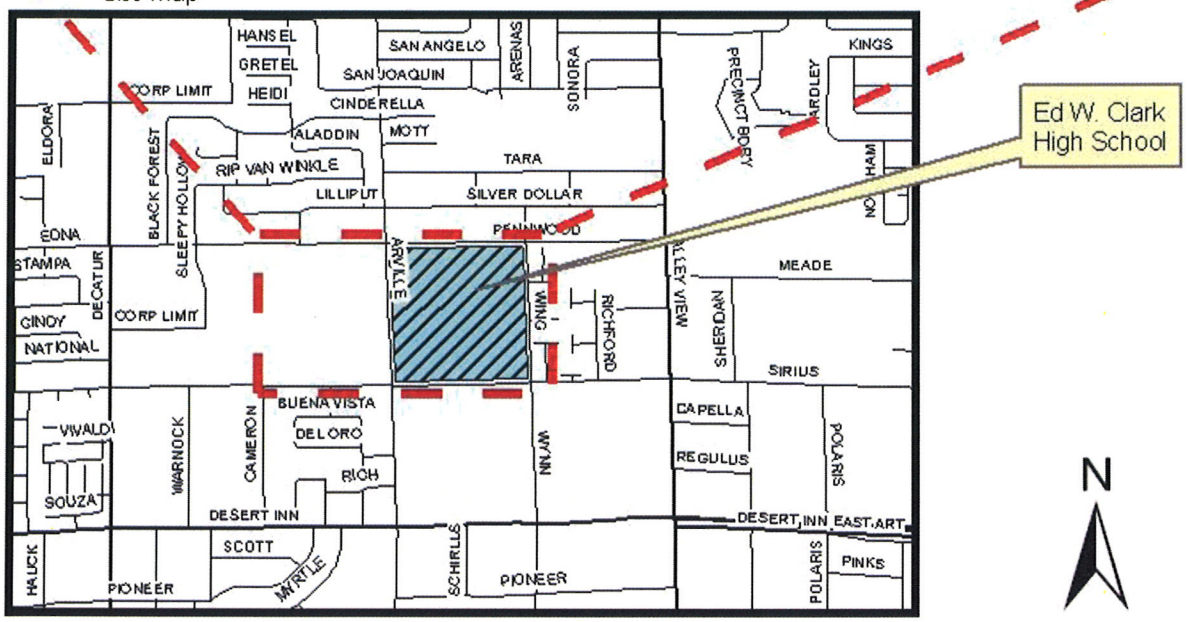
FUTURE SMILES

By: Mary Teresa Chandler 5/10/11
Mary Teresa Chandler, Program Manager Date

Exhibit A



Site Map



Location Map

**MEMORANDUM OF UNDERSTANDING BETWEEN
FUTURE SMILES,
THE CITY OF LAS VEGAS, AND
CLARK COUNTY SCHOOL DISTRICT
AT ED W. CLARK HIGH SCHOOL MODULAR**

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of Section 15, Township 20 South, Range 60 East, Mount Diablo Meridian, for Right-of-Way on Cheyenne Avenue and Buffalo Drive, APN 138-15-201-002 – Ward 4 (Anthony)

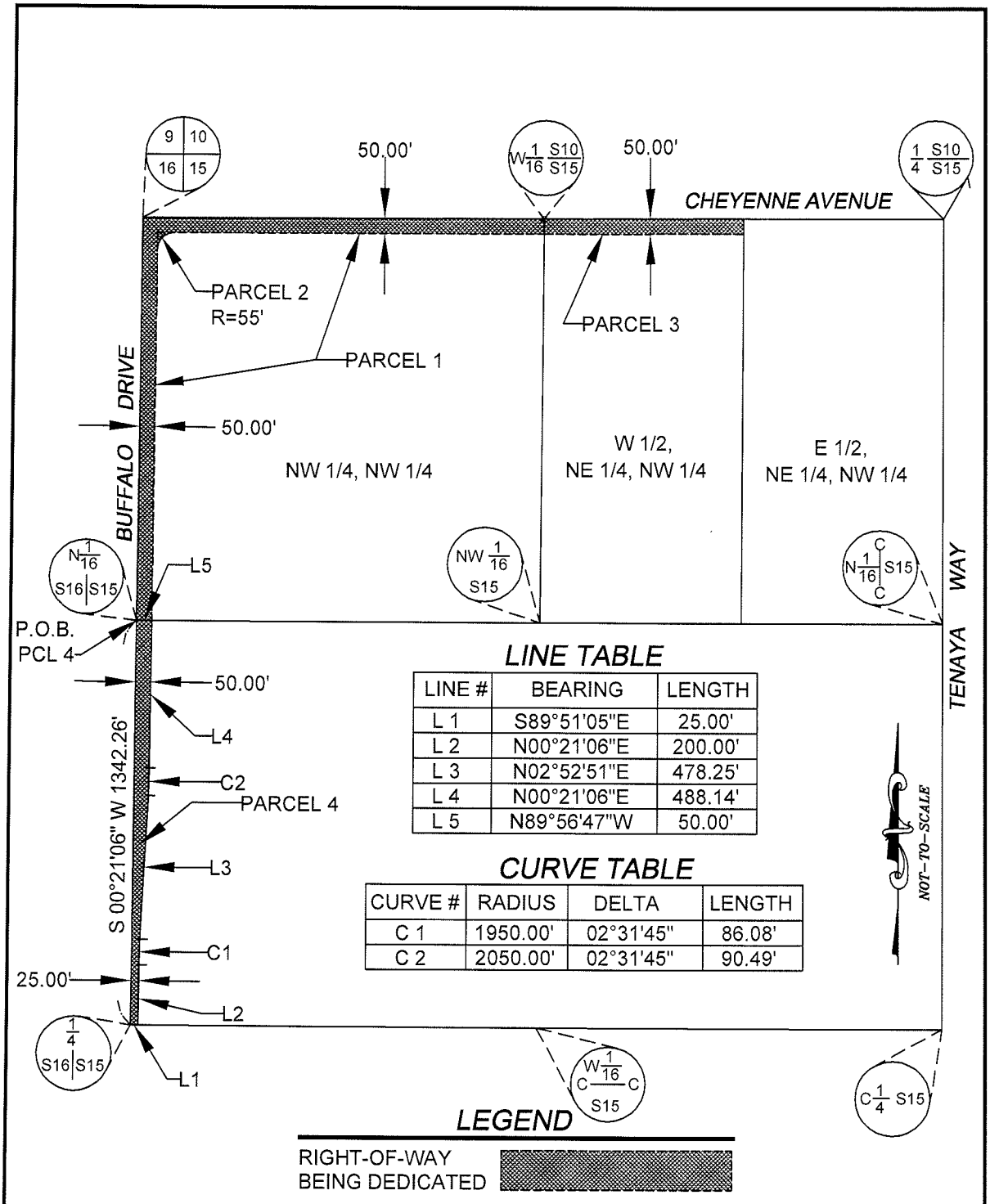
Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Field Operations/Right-of-Way

PURPOSE/BACKGROUND:
This City-owned property was acquired by a patent from the Bureau of Land Management and the Rights-of-Way need to be dedicated.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Site Map



LINE TABLE

LINE #	BEARING	LENGTH
L 1	S89°51'05"E	25.00'
L 2	N00°21'06"E	200.00'
L 3	N02°52'51"E	478.25'
L 4	N00°21'06"E	488.14'
L 5	N89°56'47"W	50.00'

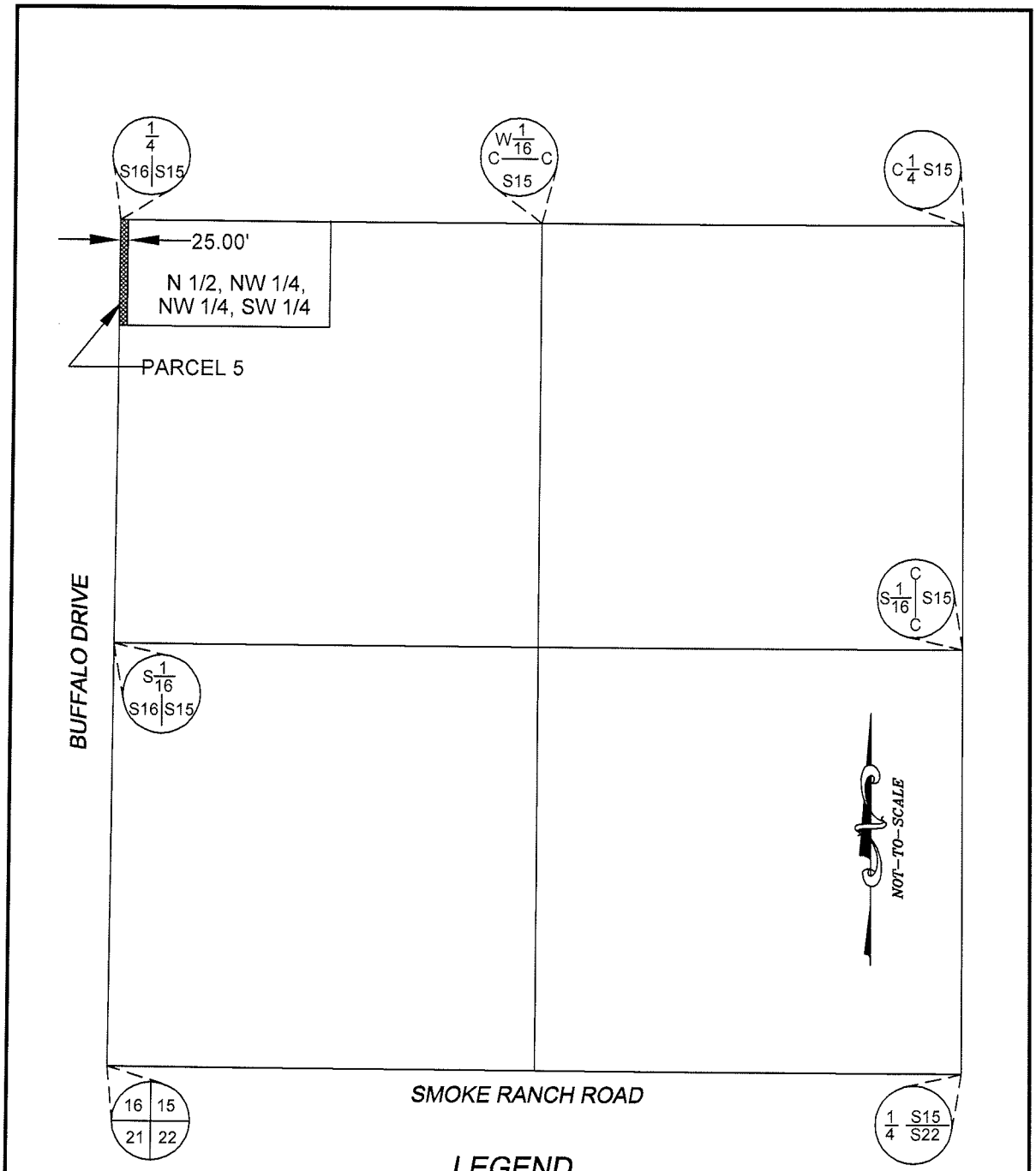
CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C 1	1950.00'	02°31'45"	86.08'
C 2	2050.00'	02°31'45"	90.49'

MAP EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
APN 138-15-201-002
SEC 15 T20S, R60E MDM
RIGHT-OF-WAY FROM CLV-OWNED PARCELS
ex080603.doc

CITY OF LAS VEGAS NEVADA

DEPT. OF OPERATIONS & MAINTENANCE
RIGHT OF WAY SECTION



LEGEND

RIGHT-OF-WAY
BEING DEDICATED

MAP EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
APN 138-15-201-002
SEC 15 T20S, R60E MDM
RIGHT-OF-WAY FROM CLV-OWNED PARCELS
ex080603.doc

CITY OF LAS VEGAS NEVADA

DEPT. OF OPERATIONS & MAINTENANCE
RIGHT OF WAY SECTION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of a Dedication from the City of Las Vegas, a Municipal Corporation for a portion of the North Half (N1/2) of the Southwest Quarter (SW1/4) of Section 15, Township 20 South, Range 60 East, Mount Diablo Meridian, for Right-of-Way on Peak Drive, APN 138-15-201-002 – Ward 4 (Anthony)

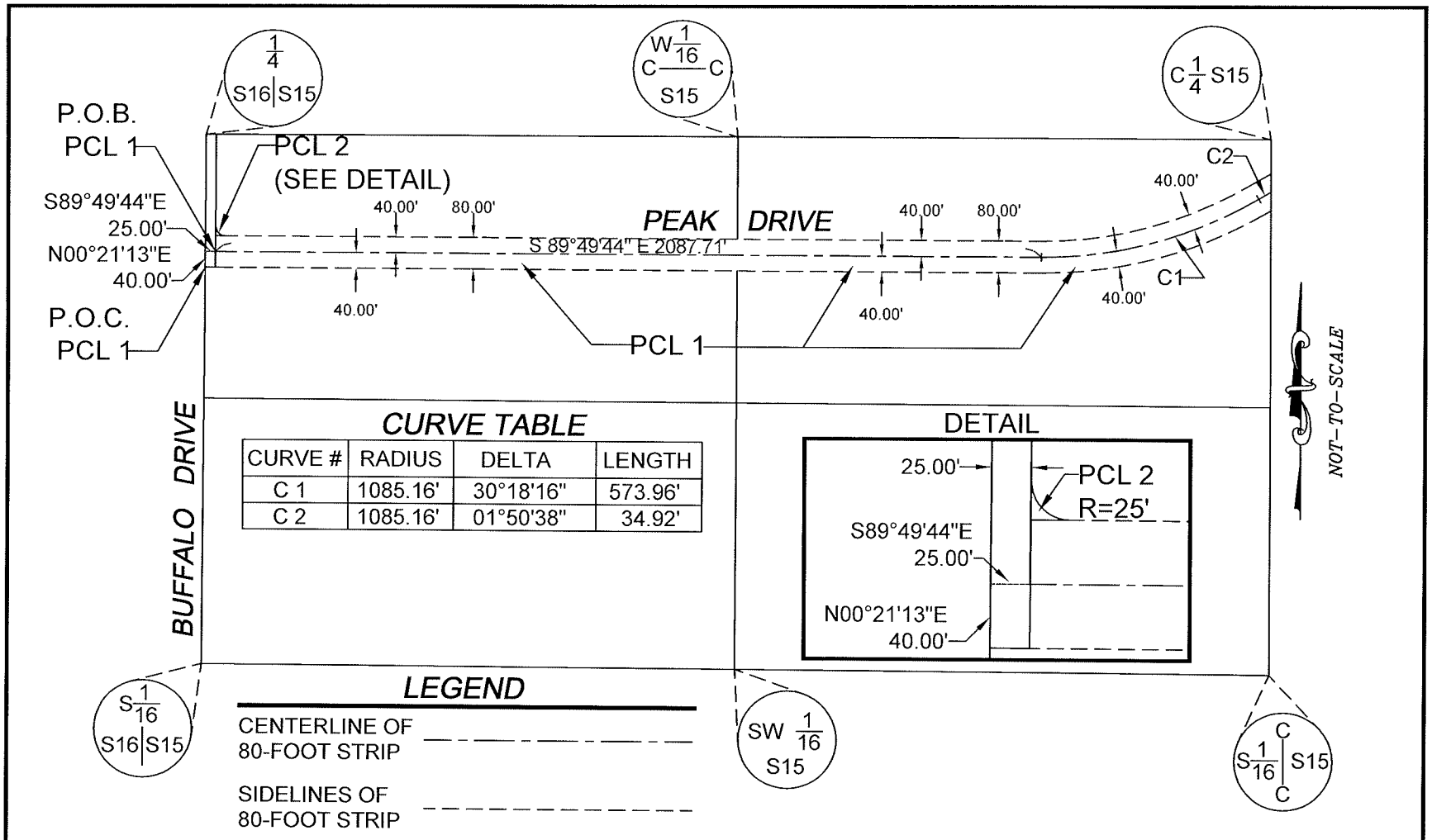
Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Field Operations/Right-of-Way

PURPOSE/BACKGROUND:
This City-owned property was acquired by a patent from the Bureau of Land Management and the Rights-of-Way need to be dedicated.

RECOMMENDATION:
Staff recommends approval

BACKUP DOCUMENTATION:
Site Map



MAP EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION
APN 138-15-201-002
N1/2 SW1/4 SEC 15 T20S, R60E MDM
RIGHT-OF-WAY DEDICATION FOR NEW PEAK DRIVE ALIGNMENT
ex110404.doc

CITY OF LAS VEGAS NEVADA

DEPT. OF OPERATIONS & MAINTENANCE
RIGHT OF WAY SECTION

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the fire code for Brews & Blues Festival, Location: Springs Preserve, 333 South Valley View Boulevard, Date: June 4, 2011, Type: Special Event Beer/Wine, Event: Beer and Music Festival, Responsible Person in Charge: James Davis - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 3:00 p.m. - 9:00 p.m. Estimated attendance is 1,500. Security provided by Allied Barton/Las Vegas Valley Water District.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License for Raul Escobar, Location: 3070 Sirius Avenue, Suite 108, Dates: June 4, 11, 18, 25, July 2, 9, and 29, 2011, Type: Special Event Beer/Wine, Event: ECO Baile, Responsible Person in Charge: Melissa Harvey - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event times are 9:00 p.m. - 3:00 a.m. Estimated attendance is 200. Security provided by in house staff.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of a Special Event Alcoholic Beverage License subject to the provisions of the fire code for Motley Brews LLC, Location: Tivoli Village, 400 South Rampart Boulevard, Date: June 18, 2011, Type: Special Event Beer/Wine, Event: Great Vegas Festival of Beer, Responsible Person in Charge: Brian Chapin - Ward 2 (Wolfson)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a Special Event Alcoholic Beverage License. Event time is 5:00 p.m. - 9:00 p.m. Estimated attendance is 1,500. Security provided by IPC International.

RECOMMENDATION:
Recommend approval subject to the provisions of the fire code.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of an extension of a Temporary Banquet or Event Establishment Liquor License, Elks Lodge #1508 I B P O E of W, Inc., dba Elks Paran Lodge #1508, 600 West Owens Avenue, Charles Barber, Pres; Harold Bundley, Dir; and Thomas Reynolds, Secy - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Banquet or Event Establishment Liquor 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.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler On-sale License, SB Fort Apache, LLC, dba Smashburger, 9101 West Sahara Avenue, Suites 108 & 109, Jerry & Kim Gunderson Trust, Mgr, Jerry Gunderson, Trustee, Kimberly Gunderson, Trustee, and SB Las Vegas, LLC, 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 Beer/Wine/Cooler On-sale License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License, Vegas Express Gas Mart #2, LLC, dba Vegas Express Gas Mart, 4401 East Bonanza Road, Matt Ricciardella, Managing Mmbr, 60% and Sabah Boles, Managing Mmbr, 40% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Beer/Wine/Cooler Off-sale License.

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

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of a Change of Business Name for a Burglar Alarm Service License, Brantley Incorporated, dba From: Brantley Incorporated, To: Brantley Security Systems, 2805 Jeffery Pines Street, Mark Brantley, Dir, Pres, Secy, Treas, 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 Burglar Alarm Service License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of an extension of a Temporary Martial Arts Instruction Business License, Black Belt World Extreme Tae Kwon Do LLC, dba Black Belt World, 4343 North Rancho Drive, Suite 144, Christopher Masiclat, Mgr, 100% - 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 Martial Arts Instruction Business 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.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of a new Massage Establishment License, Roni Josef International Salon & Spa Stratosphere, dba Roni Josef International Salon & Spa Stratosphere, 2000 South Las Vegas Boulevard, Suite E4, Roni Yosef, Pres, Treas, Secy, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of a new Massage Establishment License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of an extension of a Temporary Class II Secondhand Dealer License, Ace Bar and Restaurant Equipment and Supply, LLC, dba Ace Bar and Restaurant Equipment and Supply, 3050 Sirius Avenue, Suites 106 - 108, Brenda Perez, Managing Mmbr, 51% and Geremias Perez, Managing Mmbr, 49% - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Class II Secondhand Dealer License.

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

1. Limited to the sales of new and used bar and restaurant equipment, supplies, and small wares.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of an extension of a Temporary Wedding Chapel License, SRMJ, LTD, dba A Wedding Chapel in Las Vegas, 1431 South Las Vegas Boulevard, Sebastian Salas, Pres, Secy, Treas, Dir, 100% - Ward 3 (Reese)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Approval of an extension of a Temporary Wedding Chapel 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.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Approval of an Interlocal Agreement among the City of Henderson, City of Las Vegas, Clark County, Clark County Regional Flood Control District, Clark County Water Reclamation District and the Southern Nevada Water Authority to establish funding allocations and the budget for Las Vegas Wash activities in fiscal year 2011/2012 ($102,001- Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $102,001
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
On May 5th, 2010, City Council approved an Interlocal Agreement that established funding allocations and the budget covering fiscal year 2010/2011 for Las Vegas Wash (Wash) activities. To continue the stabilization and enhancement of the Wash, the Southern Nevada Water Authority has completed a budget for capital construction and operation activities for fiscal year 2011/2012. Approval of this agreement will allocate the monetary resources necessary for operating expenses of the Wash, among the member agencies of the agreement.
The City of Las Vegas is responsible for 38.5% of the local share, which amounts to $102,001.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Interlocal Agreement

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2011/2012

This Interlocal Agreement is entered into by the City of Henderson; the City of Las Vegas; Clark County; the Clark County Regional Flood Control District; the Clark County Water Reclamation District; and, the Southern Nevada Water Authority ("Authority") comprised of Authority "Purveyor Members" (City of Henderson, City of North Las Vegas and the Las Vegas Valley Water District), and the Authority "Wastewater Discharge Members" (City of Henderson, City of Las Vegas and the Clark County Water Reclamation District) this _____ day of _____, 2011.

WHEREAS, Lake Mead and the Colorado River are the primary source of water for over 1.8 million residents of the metropolitan Las Vegas Valley and Laughlin, Nevada; and

WHEREAS, Lake Mead and the Colorado River are a significant source of water for millions of other residents in the Lower Colorado River Basin, including citizens of Arizona, California, and Mexico as well as members of several Native American Tribes; and

WHEREAS, the Las Vegas Wash is comprised of highly treated wastewater flows, urban runoff, shallow ground water, storm water flows, and other flows, all of which run through the single tributary from the urban Las Vegas Valley into Lake Mead; and

WHEREAS, concerns over erosion, water quality, the loss of wetlands, and other issues have made managing the Las Vegas Wash one of the highest environmental priorities for Southern Nevada; and

WHEREAS, the undersigned parties – along with other local, state, and federal entities – embarked on a water quality process in 1997 that included participation in the Lake Mead Water Quality Forum and the formation of a citizens advisory committee which studied various issues related to water quality in the Las Vegas Wash, Las Vegas Bay, and Lake Mead; and

WHEREAS, the citizens advisory committee developed a series of recommendations for protecting and improving water quality, one of which was to develop a comprehensive adaptive management plan for the Las Vegas Wash; and

WHEREAS, following the presentation of the citizen recommendations to the Lake Mead Water Quality Forum and their acceptance by the Authority Board of Directors in 1998, the undersigned parties participated in the Las Vegas Wash Coordination Committee ("LVWCC"), a committee comprised of 30 local, state, federal, environmental, and public representatives; and

WHEREAS, the LVWCC, over a 10-month period and with the support of over 100 staff from participating agencies, developed 44 recommended actions in nine study areas related to the Las Vegas Wash; and

WHEREAS, the LVWCC compiled these recommended actions into the Las Vegas Wash Comprehensive Adaptive Management Plan ("LVWCAMP"), a document that was subsequently approved by the LVWCC in December 1999 and by the Authority Board of Directors in January 2000; and

WHEREAS, in July of 2000, a Sales Tax Allocation Cooperative Agreement was entered into by the Authority and the Wastewater Discharge Agencies represented by the City of Henderson, the City of Las Vegas and the Clark County Water Reclamation District; and

WHEREAS, that Sales Tax Allocation Cooperative Agreement provided that four percent (4%) of the gross revenue from the ¼ cent sales tax provided for by NRS Chapter 377B would be allocated to capital improvements and infrastructure needs in the Las Vegas Wash, and

WHEREAS, in June of 2002, the parties to this agreement entered into a Cooperative Agreement, along with the City of North Las Vegas, which recognized the Las Vegas Wash Comprehensive Adaptive Management Plan and established a basic understanding of the parties concerning implementation of the plan and their respective roles in that implementation through the Management Advisory Committee (MAC); and

WHEREAS, in November 2007, the parties to this agreement, along with the City of North Las Vegas and the Clean Water Coalition, entered into an agreement that established the Las Vegas Valley Watershed Advisory Committee (LVVWAC). The LVVWAC assumed the responsibilities of the MAC and provided that the LVVWAC would continue implementation of the Las Vegas Wash Comprehensive Adaptive Management Plan, along with establishing a cohesive direction and integrated approach to addressing water quality issues in the Las Vegas Valley and Lake Mead; and

WHEREAS, the Authority has been designated as the lead agency to implement the LVWCAMP and has established a staff team to coordinate this effort; and

WHEREAS, a Workplan and estimated budget for the Las Vegas Wash construction and operation has been established by the Authority for fiscal year 2011/2012; and

WHEREAS, Authority Purveyor members will pay 40% of the total operating budget (or $264,938) to be paid from the revenues derived from the water wholesale delivery charge; and

WHEREAS, it is the desire of all parties to this agreement to allocate the monetary responsibility for contribution to said capital and infrastructure budget as well as the parties' respective monetary contributions to the estimated Las Vegas Wash operating budget.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Southern Nevada Water Authority, City of Henderson, Clark County Water Reclamation

District, City of Las Vegas, Clark County, and the Clark County Regional Flood Control District agree as follows:

Section 1: Capital Improvements Budget

It is agreed that the budget for capital improvements and associated activities for 2011/2012 are included in the 2011-12 Project Work Plan of the Amended Las Vegas Wash Capital Improvements Plan. The 2011-12 Project Work Plan shows a total funding of $44,578,497 for calendar years 2011 and 2012. The 2011-12 Project Work Plan includes funding for design activities at six channel stabilization dam sites, construction activities for five channel stabilization dams, revegetation of six disturbed construction sites, plant nursery stock development, biological surveys, emergency action planning, debris removal, construction equipment rental, and construction materials transportation.

Funding for capital projects will come from monies generated from 4% of gross revenue from the ¼ cent sales tax, federal partners, and other available sources.

The Authority will require its contractors to indemnify, defend and hold harmless the Parties to this Agreement against any and all claims, causes of action, judgments, and/or fees arising out of the contractor's acts and/or omissions related to its performance of any contract for the Authority.

The Authority will also require its contractors to name each party to this Agreement as an additional insured on the contractor's insurance policy.

Section 2: Operating Budget

It is agreed by the parties hereto that the total operating budget for the Authority's Las Vegas Wash activities for fiscal year 2011/2012 is estimated to be $2,490,103. It is anticipated that there will be federal funding from the Bureau of Reclamation available to augment the parties' contributions. Said federal funding is estimated to be approximately $1,314,000. Other grants are anticipated to augment the operating budget in the amount of $513,758. This will leave $662,345 of the total operating budget to be provided locally (referred to herein as the "local share"). Additionally, it is anticipated that the Authority's purveyor members will contribute $264,938 or 40% of the local share; however, the purveyor members' contribution is not governed by this agreement. The parties hereto agree, therefore, that $397,407 or 60% of the local share of the total operating budget must be paid by the parties hereto. Contained in Attachment A is an Operating Budget Narrative outlining the anticipated administration costs as well as programs and study costs included in the 2011/2012 operating budget.

a) Funding of Local Share:

It is hereby agreed by the parties that the following allocation ratios and funding sources are established as binding for the purpose of funding the local share or

$662,345 of the total operating budget for the Las Vegas Wash for fiscal year 2011/2012:

i) Authority Purveyor Members acknowledge that the Authority shall pay 40% ($264,938) of the local share using revenues derived from the water wholesale delivery charges paid to the Authority by the Authority Purveyor Members.

ii) Authority "Wastewater Discharge Members" shall pay 40% ($264,938) of the local share as follows:

The City of Henderson, as a discharger, will be responsible for payment of 10% of the $264,938 or $26,494;

The Clark County Water Reclamation District will be responsible for 51.5% of the $264,938, or $136,442;

The City of Las Vegas will be responsible for 38.5% of the $264,938, or $102,001.

iii) Clark County will pay 10% of the local share ($66,235).

iv) Clark County Regional Flood Control District will pay 10% of the local share ($66,235).

Section 3: Payments

Payments will be made by the respective parties hereto as specified in Section 2 into a fund established specifically for the operations of the Las Vegas Wash projects for fiscal year 2011/2012.

Section 4: Effective Date

This agreement becomes effective when the duplicate originals are executed and dated by all parties, realizing that each entity, by necessity, must approve and execute the subject document at different places and on different dates.

Section 5: Severability

Should any part of this agreement be rendered void, invalid, or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable under any other part of this agreement.

Section 6: Governing Law

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

Section 7: Third Party Beneficiaries

This agreement is intended only to benefit the parties hereto and does not create any rights, benefits or causes of action for any other person, entity or member of the general public.

Section 8: One Time Agreement

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

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2011/2012

SOUTHERN NEVADA WATER AUTHORITY

_____
Shari Buck, Chair

Approved as to form:

Approved on _____, by the Board of Directors for the Southern Nevada Water Authority.

_____
Brian Chally, Deputy Counsel

Attest:

CITY OF LAS VEGAS

_____
Beverly K. Bridges, MMC, City Clerk

_____
Oscar B. Goodman, Mayor

Approved As to Form:

Approved on _____, by the City Council for the City of Las Vegas.

John S. Ridilla
John S. Ridilla, Deputy City Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2011/2012

Attest:

CITY OF HENDERSON

_____
Sabrina Mercadante, CMC
City Clerk

_____
Andy Hafen, Mayor

Approved As To Form:

Approved on _____, by the City Council for the City of Henderson.

_____
Elizabeth Macias Quillin, City Attorney

CLARK COUNTY WATER RECLAMATION DISTRICT

_____
Richard Mendes, General Manager

Approved As To Form:

Approved on _____, by the Board of Trustees for the Clark County Water Reclamation District.

_____
Carolyn Campbell, Deputy District Attorney

INTERLOCAL AGREEMENT AMONG THE CITY OF HENDERSON, CITY OF LAS VEGAS, CLARK COUNTY, CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, CLARK COUNTY WATER RECLAMATION DISTRICT, AND THE SOUTHERN NEVADA WATER AUTHORITY TO ESTABLISH FUNDING ALLOCATIONS AND THE BUDGET FOR LAS VEGAS WASH ACTIVITIES IN FISCAL YEAR 2011/2012

Attest:

CLARK COUNTY

Diana Alba, County Clerk

Susan Brager, Chair

Approved As To Form:

Approved on _____, by the Board of County Commissioners for Clark County (Parks & Recreation)

Mary Ann Peterson, Deputy District Attorney

Attest:

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT

Carolyn M. Frazier, Board Secretary

Lawrence L. Brown, III, Chairman

Approved As To Form:

Approved on _____, by the Board of Directors for the Clark County Regional Flood Control District.

Christopher Figgins, Clark County
Chief Deputy District Attorney

Attachment A
Operating Budget Narrative
FY 2011/2012

MATERIALS, SUPPLIES, EQUIPMENT – TOTAL $62,370

Funding in the amount of $62,370 is requested for general office support items including office supplies, printing, safety supplies, dues for professional organizations, and subscriptions/publications.

OFFICE LEASE – TOTAL $54,740

Funding in the amount of $54,740 is requested for the office space located at 100 City Parkway.

SALARIES AND BENEFITS – TOTAL $545,235

Funding in the amount of $545,235 is requested for salaries and benefits to support Las Vegas Wash Project Coordination Team staff.

RESEARCH AND STUDIES PROJECTS – TOTAL $1,827,758 (LOCAL CONTRIBUTION $0)

The total research and studies budget is $1,827,758. Of this, the local contribution is $0, with the remaining budget anticipated to come from federal and local grants. These projects include a variety of activities and studies to meet the tasks identified in the CAMP and to meet state and federal environmental compliance requirements.

Budgeted Items	Amount
Materials, Supplies, Equipment	$62,370
Office Lease	$54,740
Salaries and Benefits	$545,235
Research and Studies Projects	$1,827,758
TOTAL FY 11/12 BUDGET	**$2,490,103**
BUREAU OF RECLAMATION CONTRIBUTION	$1,314,000
OTHER CONTRIBUTION/GRANTS	$513,758
LOCAL CONTRIBUTION	$662,345

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
RESOLUTIONS:

R-23-2011 - Approval of a Resolution authorizing the City Manager to approve and execute contracts and other documents related to interconnection agreements for net metering of renewable energy generating facilities - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution will confirm that the City Manager or a designee is authorized to approve and execute interconnection agreements for net metering of renewable energy generating facilities. As a customer-generator of renewable energy under State law and regulations, the City of Las Vegas is eligible for rebates under Nevada SolarGenerations program. In order to be (and to remain) eligible for those rebates, the City must be able to execute interconnection agreements under strict time lines. This Resolution will help ensure the City's ability to participate.

RECOMMENDATION:
Approve this Resolution and authorize its execution on behalf of the City

BACKUP DOCUMENTATION:
1. Resolution No. R-23-2011
2. Sample Net Metering Agreement

RESOLUTION CONFIRMING THAT THE CITY MANAGER OR A DESIGNEE IS AUTHORIZED TO APPROVE AND EXECUTE INTERCONNECTION AGREEMENTS FOR NET METERING OF RENEWABLE ENERGY GENERATING FACILITIES

WHEREAS, pursuant to Section 3.030(7) of the Las Vegas City Charter, the City Council may authorize the City Manager to execute contracts delegated to him or her by the Council; and

WHEREAS, the City Council finds that it is of benefit to the City to confirm that the City Manager or a designee is authorized to approve and execute interconnection agreements for net metering of renewable energy generating facilities ("interconnection agreements"); and

WHEREAS, NRS 704.766 to 704.775, inclusive, along with related regulations, authorize and establish the requirements for net metering arrangements between utilities and customer-generators, including authorization for interconnection agreements; and

WHEREAS, under Nevada's SolarGenerations rebate program, interconnection agreements must be entered into before a customer can receive rebate money; and

WHEREAS, the execution of such agreements must adhere to strict timelines established in accordance with Nevada law, and the failure to meet those timelines could result in forfeiture of rebate money.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas, Nevada to confirm that the City Manager or a designee is authorized to approve and execute interconnection agreements, together with other documents in implementation thereof.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2011.

CITY OF LAS VEGAS

BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM

Val Steed 5-16-11
Date

INTERCONNECTION AGREEMENT FOR NET METERING OF RENEWABLE ENERGY GENERATING FACILITIES

Date

Name
Address
City, State Zip
Phone Nos.:
E-mail:
Utility's Customer Acct. No.:
Premise No.:
Meter No.:

Insert Customer Name ("Customer-generator") and SIERRA PACIFIC POWER COMPANY, D/B/A NV ENERGY or NEVADA POWER COMPANY, D/B/A NV ENERGY ("Utility"), referred to collectively as the "Parties" and individually as a "Party," enter into this Interconnection Agreement for Net Metering of Renewable Energy Generating Facilities of not more than one thousand kilowatts (1,000 kW or 1 MW or less) ("Agreement"). This Agreement is consistent with the provisions of Nevada Revised Statutes, chapter 704 Net Metering Systems, sections 766 through 775, as amended (NRS 704.766 through .775, inclusive) and the Utility's Electric Rate Schedule for Net Metering Rider ("NMR"). This Agreement applies to the Customer-generator's renewable energy generating facility ("Facilities") identified below with the specified characteristics and generating capacity, and does not allow interconnection or operation of facilities different than those described.

The Parties agree as follows:

1. PURPOSE OF INTERCONNECTION AND REPRESENTATIONS

The purpose of this Agreement is to allow the Facilities to be interconnected and operate in parallel with the Utility's distribution system. The Facilities are intended primarily to offset part or all of the Customer-generator's own electrical requirements.

2. DESCRIPTION OF CUSTOMER-GENERATOR'S RENEWABLE ENERGY GENERATING FACILITIES

The Facilities to be interconnected are generally described on the following page:

SAMPLE

Type of Generator (Wind, Solar, or other)	Generator Output Rating (A/C Watts)	Inverter Manufacturer	Inverter Model Number	Inverter Rating (Watts)

Site Address: _____

Street _____**Suite/Unit**_____

City, State _____

Facilities will be ready for operation on or about: _____**(date)**_____

3. INTERCONNECTION

3.1 Customer-generator shall deliver the available energy to the Utility's meter.

3.2 The metering requirements are detailed in the Utility's Electric Rate Schedule No. NMR, Rule 15, and Rule 16.

3.3 Customer-generator shall not interconnect its Facilities with the Utility distribution system until the following conditions have been satisfied:

3.3.1 Provide to the Utility a copy of the Customer-generator's final inspection clearance from the governmental authority having jurisdiction over the Facilities;

3.3.2 If the Facilities have changed from the installation described in the Customer-generator's application or this Agreement, the Customer-Generator shall submit an "Application Change Form," which form is supplied by the Utility; and

3.3.3 The Utility provides a fully executed copy of this Agreement to the Customer-generator.

3.4 For a Net Metering System greater than 100 kilowatts, Customer-generator agrees to notify the Utility five (5) working days prior to the initial testing. Utility shall have the right to have a representative present at the initial testing of Customer-generator's protective apparatus.

4. DESIGN REQUIREMENTS

As set out by subsection 1 of NRS 704.774,

SAMPLE

A Net Metering System used by a Customer-generator must meet all applicable safety and power quality standards established by:

(a) The National Electrical Code (NEC);
(b) Underwriters Laboratories Inc. (UL); and
(c) The Institute of Electrical and Electronic Engineers (IEEE).

5. MAINTENANCE AND PERMITS

Customer-generator shall:

5.1 Maintain the Facilities and interconnection facilities in a safe and prudent manner and in conformance with all applicable standards, laws and regulations including, but not limited to, Section 4; and

5.2 Obtain any governmental authorizations and permits required for the construction and operation of the Facilities and interconnection facilities. Customer-generator shall reimburse Utility for any and all claims, losses, and/or penalties it incurs as a result of Customer-generator's failure to obtain or maintain any governmental authorizations and permits required for construction and operation of the Facilities.

6. ACCESS TO PREMISES

The Utility may enter Customer-generator's premises:

6.1 To inspect, at reasonable hours, Customer-generator's protective apparatus and to read, maintain, or test meters; and

6.2 To disconnect the Facilities from the Utility's distribution system without notice, if, in the Utility's opinion, a hazardous condition exists with the Facilities or the interconnection facilities.

7. INTERRUPTION OR REDUCTION OF DELIVERIES

7.1 Utility may require Customer-generator to interrupt or reduce deliveries of, available energy:

7.1.1 When necessary in order to construct, install, maintain, repair, replace, remove, investigate, or inspect any of its equipment or part of Utility's system; or

7.1.2 If the Utility determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices.

SAMPLE

7.2 Notwithstanding any other provision of this Agreement, if at any time the Utility determines that either (1) the Customer Generator's Facilities, or its operation, may endanger Utility personnel, or (2) the continued operation of the Customer-generator's Facilities may endanger the integrity of Utility's electric system, Utility shall have the right to disconnect the Customer-generator's Facilities from Utility's system. The Customer-generator's Facilities shall remain disconnected until such time as Utility is satisfied that the condition(s) referenced in this Section have been corrected and has provided the Customer-generator written authorization to reconnect the Customer-generator's Facilities.

7.3 The Utility shall make a reasonable attempt to provide notice to the Customer-generator prior to disconnection of Facilities. When it is not reasonable to provide notice prior to disconnection, the Utility shall provide notice to the Customer-generator within three business days of disconnecting Customer-generator's Facilities.

8. INDEMNITY AND LIABILITY

8.1 Each Party shall indemnify, defend and hold harmless the other Party against and from any and all claims, losses, liabilities, damages, costs, and/or penalties for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the Facilities and any acts or failures to act by either Party.

Customer-generator shall be solely liable for any damages, including personal injury, loss of life or property damage proximately arising from the Facilities or any modification of the Facilities, including claims based on its design, construction, location, maintenance and operation. Customer-generator agrees that the Utility has no responsibility for the safety of the Facilities.

Utility assumes no liability hereunder for personal injury, bodily injury or property damage claimed by any person or party resulting from or arising out of i) the engineering, design, construction, maintenance, or operation of Customer-generator's Facilities or ii) the making of replacements, additions, or betterments to Customer-generator's Facilities.

8.2 Notwithstanding the indemnity of Section 8.1, and except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its facilities resulting from electrical disturbances or faults.

8.3 The provisions of this Section 8 shall not be construed to relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

8.4 Except as otherwise provided in Section 8.1, neither Party shall be liable to the other Party for consequential damages incurred by that Party.

SAMPLE

9. GOVERNING AUTHORITY

This Agreement shall be governed and construed under the laws of the State of Nevada as they may be amended or superseded from time to time. The Public Utilities Commission of Nevada ("Commission") or the Utility may amend its tariffs upon Commission approval, which amendments are subject to public noticing requirements.

10. AMENDMENTS AND ASSIGNMENTS

10.1 Any amendments to this Agreement must be in writing and agreed to and signed by both Parties.

10.2 Customer-generator shall not voluntarily assign or delegate this Agreement or any of its rights or duties under this Agreement without the written consent of Utility, which consent shall not be unreasonably withheld. Any assignment or delegation made without such written consent shall be null and void. Utility may assign or delegate its rights or obligations hereunder in whole or in part without written consent if such assignment or delegation is made to an affiliate, subsidiary or successor that owns or operates all or any portion of the electric distribution system or if such assignment is required by applicable laws, rules or regulations.

10.3 Customer-generator shall notify the utility in writing within ten (10) calendar days if the Customer-generator sells or otherwise transfers ownership of the Customer-generator's Facilities.

11. TERM OF AGREEMENT

11.1 This Agreement shall become effective as of the last date on which the Agreement is signed, and shall continue in full force and effect until terminated by either Party providing a 30-day prior written notice to the other Party. This Agreement supersedes all previous agreements written or oral.

11.2 Any payment(s) due and owing shall survive termination of the Agreement.

12. NOTICES FROM CUSTOMER-GENERATOR:

Notice from the Customer-generator to Utility must contain its Customer Account No. and Meter Numbers as applicable. All notices must be in writing and shall be directed to the appropriate Utility at the following address:

NV Energy
Attn: Net Metering Administrator
7155 Lindell Road, M/S B97MS
Las Vegas, NV 89118

SAMPLE

13. EXHIBITS, ATTACHMENTS AND AGREEMENT TO TERMS

13.1 Attachment A, the Customer's Net Metering Application is incorporated into this agreement

13.2 Attachment B, Portfolio Energy Credit Assignment ☐ **is** ☐ **is not** incorporated into this Agreement as part hereof. If Attachment B is not incorporated, then there is no incentive associated with this Agreement.

13.3 Customer-generator acknowledges that he has reviewed and agrees to the terms and conditions set forth in this Agreement. Customer-generator declares that he has read, understands, and agrees that interconnection of the Facilities shall be established and maintained in accordance with the terms of this Agreement as well as the applicable Rate Schedules and Rules.

ACKNOWLEDGED AND AGREED TO
BY: **NV ENERGY**

_____
Print Name

_____
Signature
As Its _____
Title

_____
Date

ACKNOWLEDGED AND AGREED TO
BY: **CUSTOMER-GENERATOR**

_____
Print Name

_____
Signature

_____
Date

SAMPLE

Attachment A

Customer's Net Metering Application

SAMPLE

Attachment B
PORTFOLIO ENERGY CREDIT ASSIGNMENT

I, _____, acknowledge that by participating in the _____**SolarGenerations** _____**WindGenerations** _____**HydroGenerations**_(check one) program and accepting the rebate, I am assigning all the portfolio energy credits (PCs) produced by my PV system to the utility. If during construction I installed a system with a higher kW output than that specified on the original application, any incremental increase in PCs will be assigned to the utility. My acceptance of the incentive will assign all PCs generated by my renewable energy system described in this agreement to Nevada Power Company/Sierra Pacific Power.

The estimated incentive computed below is based on the information provided in the initial Net Metering application for this project. If during construction I installed a system with a higher kW output, the incentive will be based on the amount stated on my original application. If during construction I install a system with a lower kW output, the amount of the incentive will be based on this lower kW actually installed.

The estimated incentive is calculated as follows:

Incentive = AC wattage x $X.XX per watt

Estimated *Incentive* = _____X $X.XX = $_____.00.

Customer Initials _____

SAMPLE

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Discussion and possible action regarding an Appeal of Work Card Denial for Ireena Harris, db at 7 Eleven Food Store #29652, 3001 South Valley View Boulevard - Ward 1 (Tarkanian)

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.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

PARK & RECREATION ADVISORY COMMISSION – Tom McGrath, Term Expiration 3-1-2012 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Tom McGrath resigned from the Park & Recreation Advisory Commission on May 3, 2011. His term of office will expire March 1, 2012. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Procedure for this Board requires appointment by the City Council.

RECOMMENDATION:
The City Council must appoint a new member to fill this seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Letter of Resignation from Thomas McGrath

Park and Recreation Advisory Commission

	Name		Appointment Date		Expiration Date		Recommended By:
1	**Adroushan (Andy) Armenian**		6 /4 /2008		2/5/2012		Steinman
	County Address	**Reapp:**	**1/21/2009**				
2	**Harry Lee**		12/6 /2006		12/7/2011		Ross
	Ward 6 Address	**Reapp:**	**12/3/2008**				
3	**Michael R. Aker**		10/4 /2006		12/12/2012		Reese
		Reapp:	**11/15/2006**	**12/2/2009**			
4	**Kyle Stephens**		11/7 /2007		1/8/2012		Tarkanian
	Ward 1 Address	**Reapp:**	**12/17/2008**				
5	**Letia (Lee) M. Heenan**		9 /1 /1974		1/7/2013		Reese
	Ward 1 Address	**Reapp:**	**12/15/1997**	**1/3/2001**	**1/7/2004**	**12/20/2006**	
			12/16/2009				
6	**Craig Ballew**		12/3 /2008		12/3/2011		Brown
	County Address	**Reapp:**					
7	**David Alexander Lopez**		1 /5 /2011		1/6/2014		Reese
	Ward 3 Address	**Reapp:**	**N/A**				
8	**Stavan R. Corbett**		11/2 /2005		11/2/2011		Brown
	Ward 3 Address	**Reapp:**	**10/15/2008**				
9	**Malcolm D. White**		11/7 /2001		4/7/2013		Reese
	Ward 4 Address	**Reapp:**	**4/7/2004**	**3/7/2007**	**3/17/2010**		
10	**Lisa B. Sherman**		4 /1 /1992		4/1/2013		Reese
	Ward 2 Address	**Reapp:**	**4/5/1995**	**3/23/1998**	**3/7/2001**	**3/17/2004**	
			3/7/2007				
11	**Charles Foger**		11/6 /2002		3/24/2012		Reese
	Ward 5 Address	**Reapp:**	**2/19/2003**	**3/1/2006**	**03/04/2009**		
12	**Vacant**						
		Reapp:					

Name	Appointment Date	Expiration Date	Recommended By:
13 Laurie R. Buchman	9 /17/2008	3/24/2012	Reese
Ward 2 Address	**Reapp: 03/04/2009**		
14 William McCurdy	12/5 /2001	2/20/2012	Steinman
Ward 5 Address	**Reapp: 1/22/2003 1/18/2006 1/21/2009**		
15 William Teel	12/17/2008	12/17/2011	Reese
Ward 6 Address	**Reapp:**		

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: **No City residency requirement.**
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 2nd Wednesday of each month, 5:00 P.M., 400 Stewart Avenue, 2nd Floor Conference Room

May 3, 2011

Courtney Mooney, AICP
Urban Design Coordinator
Historic Preservation Officer
City of Las Vegas Department of Planning
333 N. Rancho Drive, Floor 3
Las Vegas, Nevada 89106

Dear Courtney,

Please accept my resignation from the City of Las Vegas, Historic preservation Commission, effective immediately. I have enjoyed my tenure on the commission. Due to increased travel requirements of my employer, I can no longer regularly attend the meeting. This is not fair to City, the other commissioners, or you.

Also, I no longer represent the Nevada Archaeological Association; I resigned from that board also. I recommend that you contact George Phillips as their local representative.

Finally, I recommend Sue Edwards at the Desert Research Institute as a possible replacement for the position I am vacating. She is a respected archaeologist here and would represent the City in a professional manner. She can be contacted at susan.edwards@dri.edu.

Again, thank you for the opportunity to participate on the commission.

Cordially,

Greg Seymour

RECEIVED
CITY CLERK
2011 MAY 11 A 9:05

Wells Fargo Insurance Services USA, Inc.
1707 Village Center Circle
Suite 200
Las Vegas, NV 89134-0515
Tel 702 386-6797
Toll Free 800 328-6797
Fax 702 386-5729

April 13, 2011

Ms. Lois Tarkanian
City Councilwoman
CITY OF LAS VEGAS
400 Stewart Avenue
Las Vegas, NEVADA 89101

Re: Parks and Recreation Advisory Commission

Dear Councilwoman,

It is with great regret that I submit my formal letter of resignation for the Parks and Recreation Advisory Commission. The reasons I am resigning are that my job requires more out of town travel, my continued service as Chairman on the Community Development Recommending Board and my increasing responsibilities with the U.S. Marine Corps Reserve Tos for Tots – not to mention two teenagers, twin 5 year old girls and a very understanding wife!

Coucilwoman, please know that I have served with great pride since being appointed by you on March 1, 2006. and I thank you again for the appointment. It has been an honor to serve you, Ward 1, and the City of Las Vegas.

Respectfully Submitted,

Thomas J. McGrath

RECEIVED
CITY CLERK
2011 MAY -4 A 8:35

Mixed Sources
FSC

Together we'll go far

Sydell MacKay

March 30, 2011

Ms. Sugar Vogel
Senior Citizens Law Project
310 S. 9th Street
Las Vegas, Nevada 89101

Dear Sugar:

It has been an honor to serve on the Senior Citizens Law Project Advisory Board. The Law Project does excellent work on behalf of the senior citizens of our community…and that is important.

Please be advised, that as of the date of this letter. I am resigning from the Board.

Q1 - 75% 3/4
Angela, Sharon + Gaby ok
Bessie - Late ✓
Q2 - 50% 1/2
Sherry ok + dawn late
3/4
Q3 - 50% 3/4
Reenie + Robert ok
3/29 + Leann + Kristen late
3/17 2/9/11

2011 APR 20 A 8:43
RECEIVED
CITY CLERK

7756 Howard Dade Avenue Las Vegas, Nevada 89129

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
BOARDS & COMMISSIONS:

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD – Sydelle MacKay, Term Expiration 11-1-2013 (Resigned)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Board is comprised of 9 members filling three-year terms. There is a limit of two full terms and unexpired terms must be filled. Appointees must include at least two members over the age of 60 and must represent the following specific categories: 2 members from Senior Organizations; 2 members from Senior Service Providers; 3 Private Citizens; and 2 members from the Nevada State Bar. Ms. MacKay, who served in the Private Citizen category, resigned effective March 30, 2011.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council to fill the unexpired portion of Ms. MacKay's term

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Letter of Resignation from Sydell MacKay
3. Board Interest Forms from Sanje Sedera, Julie Ann Barbagallo, Megan Heryet and Valencia Burch

Senior Citizen Law Project Advisory Board

	Name	Appointment Date	Expiration Date	Recommended By:
1	**VACANT** Private Citizen	**Reapp:**		
2	**Marguerite Mathis** Member, Senior Organization Effective 4/18/2008	4 /2 /2008 **Reapp: 4/6/2011**	4/18/2014	Parks, Recreation & Neighborhood Srvs
3	**Judge Douglas E. Smith** Member, Nevada State Bar Effective 7/19/2007	6 /20/2007 **Reapp: 7/7/2010**	7/19/2013	Parks, Recreation & Neighborhoos Srvs
4	**Charles Bernick** Private Citizen Fills unexpired term of Ben Graham	8 /5 /2009 **Reapp: N/A**	1/5/2012	Parks, Recreation & Neighborhoos Srvs
5	**Wendy Kraft** Senior Services Provider Kraft Sussman Funeral Services	2 /16/2011 **Reapp: N/A**	2/16/2014	Parks, Recreation & Neighborhoos Srvs
6	**Kathy McClain** Senior Services Provider	9 /3 /2008 **Reapp: 11/5/2008**	11/18/2011	Parks, Recreation & Neighborhoos Srvs

	Name	Appointment Date	Expiration Date	Recommended By:
7	**Jacqueline Ragin** Member, Senior Organization	2 /16/2011 **Reapp: N/A**	2/16/2014	Reese
8	**Tracey Itts** Member, Nevada State Bar	8 /2 /2006 **Reapp: 4/1/2009**	4/14/2012	Reese
9	**Albert O'Neal** Private Citizen	6 /21/2006 **Reapp: 6/20/2007**	7/7/2013 **7/7/2010**	Parks, Recreation & Neighborhoos Srvs

AUTHORITY: Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM: 3 years. Limited to 2 terms

MEMBERS: 9 members (at least 2 over 60 years of age)
- 2 members to be members of senior organizations.
- 2 from senior service providers
- 3 private citizens
- 2 members of the Nevada State Bar

APPOINTED: Appointment by the City Council; Must fill unexpired terms

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIREMENT

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m.
310 South 9th Street, 89101

DEPT. SUPPORT: Sheri Cane Vogel, Project Director, Senior Citizen Law Project

Sydell MacKay

March 30, 2011

Ms. Sugar Vogel
Senior Citizens Law Project
310 S. 9th Street
Las Vegas, Nevada 89101

Dear Sugar:

It has been an honor to serve on the Senior Citizens Law Project Advisory Board. The Law Project does excellent work on behalf of the senior citizens of our community…and that is important.

Please be advised, that as of the date of this letter. I am resigning from the Board.

Sincerely,

Sydell MacKay

RECEIVED
CITY CLERK
2011 APR 20 A 8:43

7756 Howard Dade Avenue Las Vegas, Nevada 89129

RECEIVED
CITY CLERK

2008 NOV 20 A 10:40

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Sanje Sedera 9/7/2010

Home Street Address: ~~1128 Triumph Ct~~ 1413 Strike Jumper Court

City: Las Vegas **ZIP Code:** ~~89117~~ 89108

Work Street Address: 6585 High Street #211

City: Las Vegas **ZIP Code:** 89113

Employer: First United Mortgage **Occupation:** Sr. Loan officer

Home Phone Number: 702-461-8655 **Work Phone Number:** 702-921-1800

Other Phone Number: _____ **Email Address:** Sedera@aol.com

Please list the boards, commissions, or committees that you are interested in serving on:

1/ Citizen Review Board 4/ Neighborhood partners fun board

2/ Community Development Recommending Board 5/ Senior Citizen Law project Adv. Board

3/ Las Vegas Housing Authority 6/ Senior Citizen Advisory Board

For office use only

CLV Y ✓ N ___

Ward 2 / 9/7/2010

Date 11/21/08

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Please refer to the resume.

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Please refer to the attached letter & resume

Please list any of your relatives or friends that work for the entity in which you would be serving: N/A

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

11-17-2008

Sanje Sedera
1128 Triumph Court
Las Vegas, NV 89117

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

To whom it may concern:

I have been a resident of Las Vegas since 1995 and have been a strong advocate in senior care, equality in education, helping the homeless community and well being of battered children and women. My passion to help them has drawn me to " Shade Tree, Salvation Army and Blind Center". In last ten years I have done my best to help this disadvantage community on regular basis. Few times per month I visit the homeless shelters with hot Pizza and I am known as the "Pizza Man" among the homeless community.

I have organized relief efforts for countries, which have faced with catastrophic natural disasters. I was the chief organizer for relief efforts involving the cyclone Ngris in Burma in 2008 and Tsunami relief efforts involving Sri Lanka in 2004.

I currently serve as the Chairman of the Asian American Democratic Caucus, Vice President of South Asian Chamber of Commerce, Vice President of Summerlin Lions Club and board member of numerous professional and civic organizations.

Professionally I have been a mortgage broker and a real estate broker for over 12 years. I have been partner of a venture capital company and co-own a childcare and pre-school.

I strongly believe I have more to offer to this wonderful city. I would like to serve in any committee that you believe that I could serve best for our community.

I would really appreciate if you could contact me at 702-461-8655 for a brief meeting.

Thank you.

Sanje Sedera

SANJE SEDERA
1128 Triumph Court
Las Vegas, Nevada 89117
Phone (702) 461-8655 Fax (702) 873-2143
Email: sedera@aol.com

WORK HISTORY

Sr. Loan Officer, First United Mortgage Company
6585 High Street, Las Vegas, NV 89113 (October 1st 2008 to Present)

Originate and fund commercial and residential loans, while providing outstanding customer service.

Sr. Loan Officer, Cornerstone Mortgage Company,
7942 W.Sahara Ave. Las Vegas, NV 89117 (March1st, 2001 to October 2008)

Trained Jr. Loan Officers on modern sales techniques. Managed a sales team of 22 loan officers. Originated and funded commercial and residential loans, while providing outstanding customer service.

Broker/ Salesman, Elite Realty
7448 W. Sahara Ave., Las Vegas, NV 89117 (May 2007 to Present)

Preformed commercial and residential real estate transactions while maintaining exceptional customer relations.

Loan Officer, Northern Pacific Mortgage Company (March 1st 1999 to March 1st 2001)

Originated and funded commercial and residential loans. Top loan officer in year 2000.

Loan Officer, Green Tree Financial (March 1st 1998 to March 1st 1999)

Originated residential loans. Top loan officer in year 1998.

President, Little Round Up Pre-School and Day Care (June 1st 2004 to Present)
3700 Vegas Drive, Las Vegas, NV 89108

Manage and operate pre-school and day care facility while adhering to city and county standards. Manage the employee relations to provide better working environment and higher productivity.

EDUCATION AND TRAINING

Bachelor of Arts in Management and CIS– Idaho State University 1994
Associate Degree in CIS – Institute of Technological Studies, Sri Lanka 1991
Real Estate Broker license - Nevada since June 2007
Real Estate Loan Officer License - Nevada since March 1996

AWARDS AND AFFILIATIONS

Vive President- South Asian Chamber of Commerce, Las Vegas, Nevada
Vice President - Summerlin Lions Club, Las Vegas, Nevada
President – Asian American Democratic Caucus, Las Vegas, Nevada
Co- Chair- Nevada Partners for relief – Rebuild Burma, Las Vegas, Nevada
Secretary / Treasurer – Desert Democrats Toast Masters Club
Service Coordinator – Las Vegas Sai Baba Center
Charter President/ Treasurer – Sri Lanka Cricket and Recreation Club
Active Member of United States Tennis Association
Recipient of American Field Service Award to Australia

REFERENCES

Will be provided upon request

RECEIVED
CITY CLERK

2009 NOV 10 A 10:58

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Julie Ann Barbagallo

Home Street Address: 7228 Childers Ave

City: Las Vegas, NV **ZIP Code:** 89178

Work Street Address: 3620 N. Rancho Dr. # 101

City: Las Vegas, NV. **ZIP Code:** 89130

Employer: Commercial West Brokers **Occupation:** Broker / Owner

Home Phone Number: 702-489-27x **Work Phone Number:** 702-289-7007

Other Phone Number: _____ **Email Address:** julie@commercialwestbrokers.com

Please list the boards, commissions, or committees that you are interested in serving on:

Community Development Recommending Board
Downtown Design Review Committee
Senior Citizen Law Protect Advisory Board

For office use only

CLV Y___ N✓

Ward ~~1~~ Clark Cty

Date 11/10/09

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

None

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Practing both Commercial & Residential Broker for 14 years. In depth Knowledge in All Aspects of Commercial & Residential Zoning laws, Construction laws and Building Codes. Attended over 54 real estate abitrations and Zoning issues.

Please list any of your relatives or friends that work for the entity in which you would be serving:

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Commercial West Brokers
3620 N. Rancho Drive
Suite 101
Las Vegas, NV. 89130

RECEIVED
CITY CLERK

2009 NOV 10 A 10:58

City Of Las Vegas
City Hall
Boards & Commissions
400 Stewart Avenue
Las Vegas, NV. 89101

Dear Commissioners,

I would like to submit the following documents for your review. I am interested in applying for any opportunity to sit on the boards listed to help our great city of Las Vegas, continue to grow in a positive direction.
I have been an active licensed Broker in the State of Nevada for over 14 years. My goal is to help put Las Vegas back in a positive position for continued development. I have worked diligently with Developers both Commercial & Residential, to help bring success to unfinished projects around the city.
I have a strong construction background as well as Nevada law. I continue to campaign and network with many large corporations and brokerage firms, to keep a positive influence in front of the media.
I am interested in pursuing a political future here in Nevada and would like to start with a seat on the Board, Commissions or Committee. It is my intent to help make the right decisions, that our businesses and city can benefit from. I will come from a position of power to get it done as well.

Please consider me for any opportunities that may come available to assist with the continued development of this great city.

Sincerely,

Julie A. Barbagallo
Broker

C W B
COMMERCIAL WEST BROKERS

Julie A. Barbagallo
Broker
3620 N. Rancho Drive
Suite 101
Las Vegas, NV. 89130
Phone: 702-289-7007
Fax: 702-489-2776
julie@commercialwestbrokers.com
www.commercialwestbrokers.com

3620 N. Rancho
Suite 101
Las Vegas, NV. 89130

702-289-7007
Julie@commercialwestbrokers.com
www.commercialwestbrokers.com

Julie A. Barbagallo

Objective

To provide outstanding customer service to the point of garnering future business and repeat clients. To strive for continued successful development within challenging markets.

Summary

Self - starting, goal orientated strategist whose confidence, perseverance and vision promote success.

Experience

August 2007 to Present Commercial West Brokers Las Vegas, NV

Director of Property Management & Leasing
Broker / Owner

- On site Property Management and Leasing of over 500,000 square feet of Class "A" Offices and Retail space and 300 Unit Condo property
- Review and negotiate lease terms and purchase agreements
- Analyze the market conditions to keep property profiles competitve
- Reviewed tenant Triple Net and or Modified Gross leases for renewals and changes
- Develop relationships with local contractors for property maintained
- Review Tenants construction progress and resolve any issues
- Prepared monthly billing statements and collected rents
- Approve all General Contractors and Insurance policies
- Review tenants financials semi annually for changes
- Directed and promoted Broker and Tenant appreciation functions
- Weekly walk thru of each property to inspect buildings and tenant space
- Meet with City Officials and attend Zoning issue meetings
- Prepare monthly status reports for Landlord/Developers
- Conferred with legal team to determine if transactions were handled in accordance with state laws and with regulations governing real estate industry
- Strong background interacting with Architects, Attorneys, Engineers and Developers

June 2004 to July 2007 Northbrooke Property Management LLC,

V.P. Property Management and Development
Broker LLC

- On site Property Manager and Leasing Director for over 300,000 square feet of Class "A" office and Retail space and 364 unit residential
- Create and manage relationships with current and potential tenants
- Negotiate and approve all general Contractors and state license verification
- Prepare monthly statements for rents and Tenant Improvement loans
- Negotiate and approve all Triple Net, Modified Gross leases and renewals
- Follow thru with lease due diligence to assure timely Certificate of occupancy
- Develop and implement creative marketing material for monthly mailers and web site
- Weekly inspections of property sites to for repairs and construction issues
- Attend any legal arbitrations on behalf of the Landlord/Developer

September 2000 to June 2004 **Sun West Contractors and Development**

V.P. Real Estate Sales, Management and Leasing
Broker Salesperson

- Managed commercial and leased over 400,000 square feet of commercial and residential properties
- Directed activities of sales staff and real estate department
- Negotiated and approved all Triple Net and Modified Gross lease terms for commercial properties
- Prepared monthly billing statements and financial changes
- Weekly inspection of new construction and tenant walk thru to assure timely Certificate of Occupancy
- Review and approve all general Contractors and Insurance issues

Education

2004 UNLV Las Vegas, NV
Law Studies

1995 Nevada School Of Real Estate Las Vegas, NV.
Real Estate practices

1987 Academy of Dental Health Sciences Ft. Sam Houston, TX.
Doctorate in Dental Sciences

Additional schooling and training in all areas of commercial and residential construction. Extensive knowledge of real estate laws on a local and national basis. Currently getting licensed in Arizona and California

Professional

Memberships

Las Vegas Better Business Bureau Accredited Business

Memberships Cont. Las Vegas Chamber of Commerce Networking

St. Jude's Children's Ranch Boulder City, NV.

References **Available**

Extracurricular Culinary Chef, Photographer, Travel , Sport Car Collector

Awards received 2004 Women In Commercial Real Estate Rose Awards

2009 Who's Who for outstanding Business Development (see attch)

WHO'S WHO 2009

In Business LAS VEGAS

PUBLISHER

Bruce Spotleson — bruce@gmgvegas.com
ASSOCIATE PUBLISHER — Debbie Donaldson (990-2457)
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CREATIVE

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ADVERTISING CREATIVE DIRECTOR — Joe Boswell

ADVERTISING

FROM THE EDITOR

Annually, we publish the Who's Who in Real Estate, Construction and Development to showcase the movers and shakers who have helped design, develop and build the cityscape we know as the Las Vegas Valley.

It's a guide of the men and women who broker some of the most important deals in this city — the people who make the moves that transform our skyline, making history in the process.

In keeping with our long-standing practice for the Who's Who publication, listings are provided at no charge to qualifying executives and managers.

We've decided to change the presentation of the Who's Who this year. In this in-paper section, we've presented profiles of all the companies represented by the individuals in the Who's Who. Below each company description, you'll find the names and titles of the people in this year's edition.

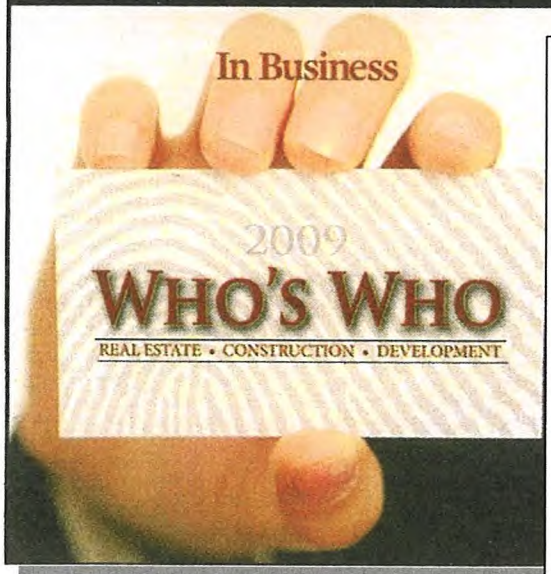
Instead of printing a bound magazine this year, we've elected to place each of the more than 300 bios on our Web site at www.lasvegassun.com/news/business. Log on to the Web site, click the special publications tab and pull down to the Who's Who listings. All of the bios of the top executives are housed there.

Each year, we strive to keep up with the changing faces in Southern Nevada businesses. Companies are constantly promoting employees and expanding their talent pools. It's sort of like trying to keep track of personnel changes on a professional sports team. Please let us know of updates.

We hope you find all of this information helpful in your business endeavors. The names, addresses, phone numbers, e-mail addresses and Web sites of the city's top real estate executives are just a click away. Use that information to learn about and reach out to those key people in Southern Nevada.

Rob Langrell
Editor of Special Publications
rob.langrell@gmgvegas.com
(702) 990-2490

INSIDE: SPECIAL PUBLICATION



Commercial West Brokers

www.commercialwestbrokers.com

Commercial West Brokers specializes in commercial and residential real estate sales and development. The company offers a wide array of real estate services, including: commercial income investments, residential real estate services and commercial and residential general contracting services as well. The firm has worked with groups like Richmond American Homes, Kroger Foods, Compass Lending Corp., Nevada Ready Mix, among others. Prior to starting Commercial West Brokers, owner Julie Barbagallo did marketing and sales for custom home builder Sun West.

Julie Barbagallo, Broker, Owner

JUNE 23, 2009

LAS VEGAS SUN

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2009

WHO'S WHO

REAL ESTATE • CONSTRUCTION • DEVELOPMENT

COMMERCIAL WEST BROKERS:

Julie A. Barbagallo

Broker, Owner

Julie A. Barbagallo

Thu, Jun 11, 2009 (6 a.m.)

Julie A. Barbagallo

Broker, Owner

Commercial West Brokers

4275 N. Rancho Drive, Suite 145

Las Vegas, NV 89130

702.289.7007

julie@commercialwestbrokers.com

www.commercialwestbrokers.com

As broker and owner of Commercial West Brokers, Julie A. Barbagallo works directly with the buyers, sellers, investors, Real Estate Investment Trusts and developers of commercial development throughout Nevada, Arizona and California. Barbagallo actively has been practicing and specializes in retail/office sales and leasing, income-investment properties, land acquisitions, shopping center sales and leasing for more than 13 years. She currently has more than $40 million worth of retail/office inventory for sale and more than 500,000 square feet of retail/office inventory. Barbagallo also is working on adding property management to the company's profile. Commercial West Brokers is a proud, accredited business member of the Better Business Bureau. Barbagallo segued into the real estate market in 1995, she practiced dentistry in Scottsdale, Ariz., earning a doctorate in dental sciences through the military. She has been a veteran for more than 20 years. Barbagallo is involved with the World Master Chefs Society, feeding needy families throughout Southern Nevada, and St. Jude's Ranch for Children, and she currently works with a group of real estate brokers to combat and end child abuse throughout the United States. Barbagallo has two sons, Heston, 21, and J.C., 17, and a daughter, Ricki, 12.

Megan Heryet
2312 San Jose Ave.
Las Vegas, NV 89104

RECEIVED
CITY CLERK

2010 SEP 28 P 12: 11

September 27, 2010

City Clerk
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101

To Whom It May Concern:

I am writing to express interest in serving on the Senior Citizen Law Project Advisory Board or Senior Citizen Advisory Board. These boards deal with issues very important to me and my education and skills are a perfect match.

Please find enclosed interest form and resume, which describe my experience in the gerontology, aging and senior advocacy fields. I have particular interest and experience in adult guardianship, having spent five years working with private professional guardians, the Clark County public guardian and elder law attorneys. I also spent 2 ½ years researching Nevada adult guardianship law as part of my senior project at UNLV.

Thank you very much for your consideration.

Sincerely,

Megan Heryet

Enclosure

RECEIVED
CITY CLERK

2010 SEP 28 P 12:11

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Megan Heryet

Home Street Address: 2312 San Jose Ave.

City: Las Vegas **ZIP Code:** 89104

Work Street Address: 6655 W Sahara Ave #B200

City: Las Vegas **ZIP Code:** 89146

Employer: Self / The Ambder Agency **Occupation:** REALTOR

Home Phone Number: _____ **Work Phone Number:** 702.616.9180

Other Phone Number: 702.280.6002 **Email Address:** megan.heryete gmail.com

Please list the boards, commissions, or committees that you are interested in serving on:

Senior Citizen Law Project Advisory Board, Senior Citizens Advisory Board

For office use only

CLV Y ✓ N ___

Ward 3

Date 9/28/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

n/a

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

please see attached

Please list any of your relatives or friends that work for the entity in which you would be serving:

none

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

Bachelor's degree with an emphasis in gerontology

Academic Certificate in Gerontology

Broad interdisciplinary educational background including psychology, sociology, healthcare administration and social work as it applies to seniors

Senior project involved 2 ½ years researching and analyzing adult guardianship law in Nevada

Practicum with the Clark County Public Guardian's office, including administrative tasks and direct contact with seniors

Hospice volunteer since 2007

Five years experience working with private professional guardians, elder law attorneys and guardianship court in the real estate field

Five years experience as an assistant to a personal property appraiser working with private professional guardians, trust officers and elder law attorneys

Passion for senior and aging issues affecting Nevadans

MEGAN HERYET

2312 San Jose Ave. Las Vegas, NV 89104

megan.heryet@gmail.com ◆ 702-280-6002

PROFILE

- Self-motivated and accept challenges readily
- Exceptional organizational, analytical, writing, interpersonal skills
- Innovative, creative, and resourceful
- Practical abilities in working in diverse environments

EDUCATION

University of Nevada Las Vegas — **Las Vegas, NV**
B.A. in Interdisciplinary Studies — *Spring 2006 –Fall 2009*
Academic Certificate in Gerontology

- Areas of concentration: Gerontology and Spanish language
- Coursework: Psychology, sociology, healthcare administration and social work as it applies to aging populations

Clark County Public Guardian's Office — **Las Vegas, NV**
Estate Case Manager Practicum — *Jan 2009 –Mar 2009*

- Conducted interviews with referrals submitted by external agencies and current wards to assess needs of vulnerable adults
- Maintained concise, accurate records of visits and interviews
- Initiated applications for federal and state assistance of eligible wards
- Followed up on interviews and interventions and communicated findings to case management staff

WORK EXPERIENCE

The Anhder Agency — **Las Vegas, NV**
Licensed Real Estate Agent — *Apr 2006 – present*
REALTOR

- Established and maintained professional client base, primarily private professional guardians
- Communicated between property owners/guardians and family members, lawyers and other real estate professionals
- Coordinated inspections, appraisals, court dates and closings for clients and their families
- Maintained accurate and detailed records including online listings

Star Nursery — **N. Las Vegas, NV**
Landscape Design and Sales — *Apr 2006 – Jan 2007*

- Managed landscaping design and projects with values ranging from $500 to $10,000
- Performed needs analysis and advised clients and designed landscapes to client specifications and needs
- Liaison between client, contractor, and landscaping teams

Pacific Coast Home and Garden — **San Luis Obispo, CA**
Receiving Manager, Floor Supervisor — *Oct 2000 – July 2005*

- Lead a team of 15 employees and managed closing operations at the largest garden center on the Central Coast
- Managed all aspects of receiving department
- Scheduled receipt of merchandise, checking-in and delivery to floor
- Maintained accurate records ensuring accurate billing and inventory
- Coordinated special orders between sales floor, wholesaler and customer

VOLUNTEER

Family Home Hospice — **Las Vegas, NV**
Volunteer — *Aug 2007 – Aug 2008*, *Aug 2010-present*

- Provide respite, companionship and emotional support to hospice patients and their families
- Perform routine tasks and errands for home bound seniors
- Assisted planning and presenting of annual memorial

Odyssey Hospice — **Las Vegas, NV**
Volunteer — *Aug 2008 – June 2009*

- Provide respite, companionship and emotional support to hospice patients and their families

SKILLS

Computer: Proficient in Microsoft Word, Excel, PowerPoint and typing 40-50 WPM.

RECEIVED
CITY CLERK
2010 SEP 29 A 8:0

City of Las Vegas
Board, Commission, or Committee Interest Form

Name: Valencia Burch

Home Street Address: 8225 Cantura Peak St.

City: Las Vegas **ZIP Code:** 89143

Work Street Address: 700 Belrose St.

City: Las Vegas **ZIP Code:** 89107

Employer: LV Urban League **Occupation:** Child Care Subsidy Supervisi

Home Phone Number: 631 8646 **Work Phone Number:** 486 1546

Other Phone Number: (Cell) 8584398 **Email Address:** valenciaburch@yahoo.com

Please list the boards, commissions, or committees that you are interested in serving on:

Citizens Advisory Committee

Senior Citizens Law Project

For office use only

CLV Y ✓ N ___

Ward 6

Date 9/29/2010

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

(Guest Speaker Committee)
Guest Speaker Chair - Kappa Lambda Honor Society

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Demonstrated commitment to community service, support for committee mission and values, personal integrity, executive expertise, knowledgable about community needs, proficient leadership and communication skills and able to strategically "think outside the box".

Please list any of your relatives or friends that work for the entity in which you would be serving:

None

Feel free to attach a resume to this form. Upon submitting this form, all information will be considered public information. This form will be kept on file for 6 months from date of submittal. It is the applicant's responsibility to submit a new form after that time. This form does not constitute an application for employment. Please do not to submit this form electronically. It should be printed, completed and mailed along with a letter and resume.

Please submit to:

City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Fax: (702) 382-4803

**You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.*

September 27, 2010

Las Vegas Redevelopment Agency
400 Stewart Ave., First Floor
Las Vegas, NV 89101

Dear City of Las Vegas Redevelopment Agency,

I am contacting you regarding the volunteer position for the Citizens Advisory Committee with the Redevelopment Agency. As a citizen of the fabulous City of Las Vegas and my interest in public administration, I have become familiar with many of the goals and standards of the Redevelopment Agency, which I seek to amplify in my work as a volunteer.

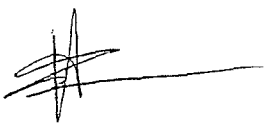
I am currently completing my Bachelors in Legal Studies at Kaplan University. Additionally, I plan on beginning the Masters program in Public Administration as part of a simultaneous degree opportunity in order to be well-rounded both academically and in order to reflect my interests.

I have maintained full-time academic status while working full-time since the commencement of my undergraduate studies. I have learned to balance my work as a supervisor for the Las Vegas Urban League Child Care subsidy program, my academic studies, and my interest for advocacy in a way that allows me to excel and manage my commitments. I feel my diverse background with real estate, the study of law, as an entrepreneur, and my community interests make me a viable candidate for this volunteer appointment.

During my personal and professional education and endeavors, I have developed a proficient knowledge of writing, speaking, and analysis which I believe could greatly contribute to the Citizens Advisory Committee. Yet, I am interested in learning more about redevelopment and bringing ideas, projects and programs to the Agency as part of a team.

Thank you for your time and consideration. My resume is attached and provides additional information about my experiences and skills. Please feel free to contact me with any inquiries to discuss my qualifications in greater detail or to schedule an interview.

Regards,



Valencia Burch

Valencia Burch
8225 Cantura Peak St
Las Vegas, NV 89143
Phone: 702-858-4398
Email: valenciaburch@yahoo.com

Objective: To obtain a position where demonstrated business development, communication, and organization are utilized to promote excellent customer service and where enthusiasm, efficiency, and judgment are important to get the job done.

Professional Skills

Business Development -Leadership -Problem Solving

- Skilled at developing new business relationships
- Demonstrated ability to gain customer trust and provide exceptional follow-up, leading to increased client acquisition, retention and conversion
- Expertise in development and execution of projects, presentations and workshops
- Proficient in simultaneous project coordination and management
- Strong attention for detail with the ability to multi-task
- Assertive with traditional prospecting, sales and renewal calls and meetings
- Directed daily activities, structured transactions and contract negotiations
- Formulated and executed marketing strategies to meet or exceed sales targets
- Handled confidential information, files and other materials
- Utilized good judgment and effective communication in dealing with client problems
- Telecommute disciplined, the ability to manage multiple high priority assignments and developing solutions to challenging business problems.
- Broad based experience covering a full spectrum of administrative duties including staff management, customer care, account/case management, and document preparation.

Professional Work History

- **Supervisor,** Las Vegas Urban League, Las Vegas, Nevada Jan 2010- Present
- **Author/ Speaker/Founder**, L.I.F.E. University for Women June 2009- Present
- **Office Manager**, H&R Block, Atlanta, Georgia Oct.2008-April 2009
- **Real Estate Salesperson**, Solid Source Realty Inc., Roswell, GA June 2005-Dec. 2007
- **President/Entrepreneur**, PKInc., Lawrenceville, GA Aug. 2004 – May 2009
- **Business Consultant**, Diverge Corp. Solutions, Atlanta, GA Aug.2004 – March 2008
- **Owner**, Studio 702 Hair & Nail Gallery, Las Vegas, NV April 1997 –Nov 2003

Valencia Burch
8225 Cantura Peak St
Las Vegas, NV 89143
Phone: 702-858-4398
Email: valenciaburch@yahoo.com

Education and Recognition

Paralegal Certificate, Merit College, Van Nuys, CA (1992)
BS, Legal Studies, Kaplan University, (2012)
Legal Aid Center of Southern Nevada – (Volunteer Educational Surrogate) (2009)
Certified Educator in Personal Finance (2010)
Alpha Beta Kappa National Honor Society (2010)
Kappa Lambda Honor Society (2009)
President and Deans Lists Honors
State of Nevada Notary Public

References upon request

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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:
ADOPTION at 6/1/2011 City Council meeting pursuant to the 5/17/2011 Recommending Committee Meeting.

First Reading – 5/4/2011; First Publication 5/19/2011

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.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

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:
FORWARDED to Full Council with No Recommendation pursuant to the 5/17/2011 Recommending Committee Meeting.

First Reading – 5/4/2011; First Publication 5/19/2011

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.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-26 – Repeals Chapter 6.54 of the Municipal Code relating to the regulation of membership clubs. 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 repeal Chapter 6.54 of the Municipal Code relating to the regulation of membership clubs. The provisions of Chapter 6.54 were adopted many years ago when the practices of some types of membership clubs came under public scrutiny. With the passage of time, the provisions of this chapter have been either superseded by other Code provisions or deemed unnecessary.

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. 2011-26
2. Business Impact Statement

BILL NO. 2011-26

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL IN ITS ENTIRETY CHAPTER 6.54 OF THE MUNICIPAL CODE RELATING TO THE REGULATION OF MEMBERSHIP CLUBS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Flinn Fagg, Acting Director of Planning

Summary: Repeals Chapter 6.54 of the Municipal Code relating to the regulation of membership clubs.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 54, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its 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 5-16-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-26
(Repeals Chapter 6.54 of the Municipal Code relating to the regulation of membership clubs)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-26, that would repeal Chapter 6.54 of the Municipal Code relating to the regulation of membership clubs.

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.

No comments solicited

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:

Bonding requirement for businesses is removed

Direct effects:

Bonding requirement for businesses is removed

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: May 17, 2011

City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
NEW BILL:

Bill No. 2011-27 – Exempts from the City's noise regulations certain activities within the district known as "18B The Las Vegas Arts District." Sponsored by: Councilman Gary Reese

Fiscal Impact

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

PURPOSE/BACKGROUND:
Events that are authorized by a special event permit from the City are currently exempt from the City's noise regulations. Likewise with events that take place at businesses within the Downtown Entertainment Overlay District that have an alcoholic beverage license. This bill will extend a similar exemption to certain events within the district known as "18B The Las Vegas Arts District," subject to specified time limitations.

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. 2011-27
2. Business Impact Statement

BILL NO. 2011-27

ORDINANCE NO. _____

AN ORDINANCE TO EXEMPT FROM THE CITY'S NOISE REGULATIONS CERTAIN ACTIVITIES WITHIN THE DISTRICT KNOWN AS "18B THE LAS VEGAS ARTS DISTRICT," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Gary Reese

Summary: Exempts from the City's noise regulations certain activities within the district known as "18B The Las Vegas Arts District."

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 9, Chapter 16, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

9.16.040: None of the terms or prohibitions that are contained in this Chapter shall apply to or be enforced against:

(A) Any vehicle that belongs to, or is used by, the City or its authorized garbage collection contractor while it is engaged in any necessary public business;

(B) The excavation or repair, or both, of streets, highways or bridges that are made during the night by or on behalf of the City, Clark County or the State, if the public welfare and convenience renders it impracticable to perform such work during the day;

(C) The emission of sound to alert persons to the existence of an emergency;

(D) Sounds that are emitted in the performance of emergency work;

(E) Any event that:

(1) Is authorized by a special event permit issued by the City; or

(2) Takes place on the premises of a business that is licensed pursuant to Chapter 6.50 and is located within the Downtown Entertainment Overlay District, as described in LVMC [19.06.120; or] 19.10.120;

(F) The exempt portion of any event that takes place on the premises of a business that is licensed as an urban lounge pursuant to Chapter 6.50 and is located within 18B The Las Vegas Arts District, as described in the Las Vegas 2020 Master Plan. The "exempt portion" of an event includes event activities that do not extend beyond ten p.m. on Sunday through Thursday and, for

events beginning on Friday and Saturday evenings, do not extend beyond one a.m. the following morning; or

[(F)] (G) Civic functions, including without limitation parades, concerts, athletic events, group use of public facilities and other public gatherings for which a license or permit has been issued pursuant to any chapter of this Code.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 5-16-11
_____
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2011, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2011, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BEVERLY K. BRIDGES, MMC
City Clerk

BUSINESS IMPACT STATEMENT
BILL NO. 2011-27
(Exempts from the City's noise regulations certain activities within the district known as "18B The Las Vegas Arts District")

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2011-27, that would exempt from the City's noise regulations certain activities within the district known as "18B The Las Vegas Arts District."

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.

No comments solicited

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:

Potential cost and time savings to affected businesses no longer required to obtain a special event permit

Direct effects:

Potential cost and time savings to affected businesses no longer required to obtain a special event permit

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: May 17, 2011

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

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

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

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss labor issues

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 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.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 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 1725 East Carson Avenue in the amount of $4,859 (General Fund) and assess a maximum of $68,050 in daily civil penalties. PROPERTY OWNER: MICHAEL MULARSKI JR - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,859
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 repair or replace the fence in the rear yard. To date, there have been eleven (11) inspections conducted at this location. The estimated value of the property based on Zillow.com is $45,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $340 invoice for American Demolition in addition to other fees assessed for a total of $4,859 and consider assessing a maximum of $68,050 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: June 1, 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 1725 East Carson Avenue in the amount of $4,859 (General Fund) and assess a maximum of $68,050 in daily civil penalties. PROPERTY OWNER: MICHAEL MULARSKI JR – Ward 3 (Reese)

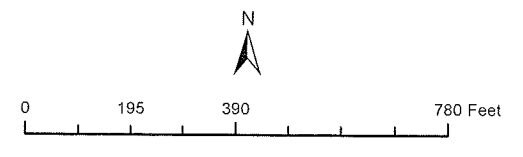
American Demolition completed work on March 7, 2011 at a cost of $340; $1,518 in reinspection fees (w/late fees); $2,950 in civil penalties; plus a 15% administrative fee for a total of $4,859.

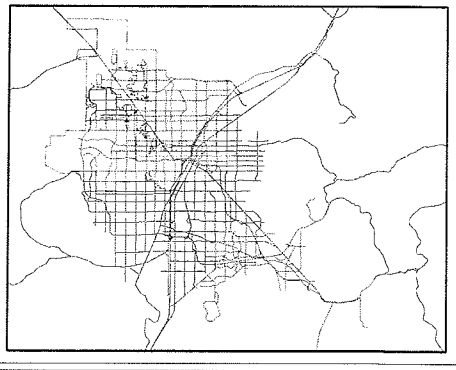
Today's public hearing is to consider the Report of Expenses filed by the Department of Building and Safety and to hear any objections thereto. Under the Uniform Code for the Abatement of Nuisance and Civil Penalties, the City Council may make revisions or adjustments to the Report of Expenses as deemed 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.

1725 EAST CARSON AVENUE
CROSS STREETS - FREMONT//MARYLAND

City of Las Vegas Vicinity Map



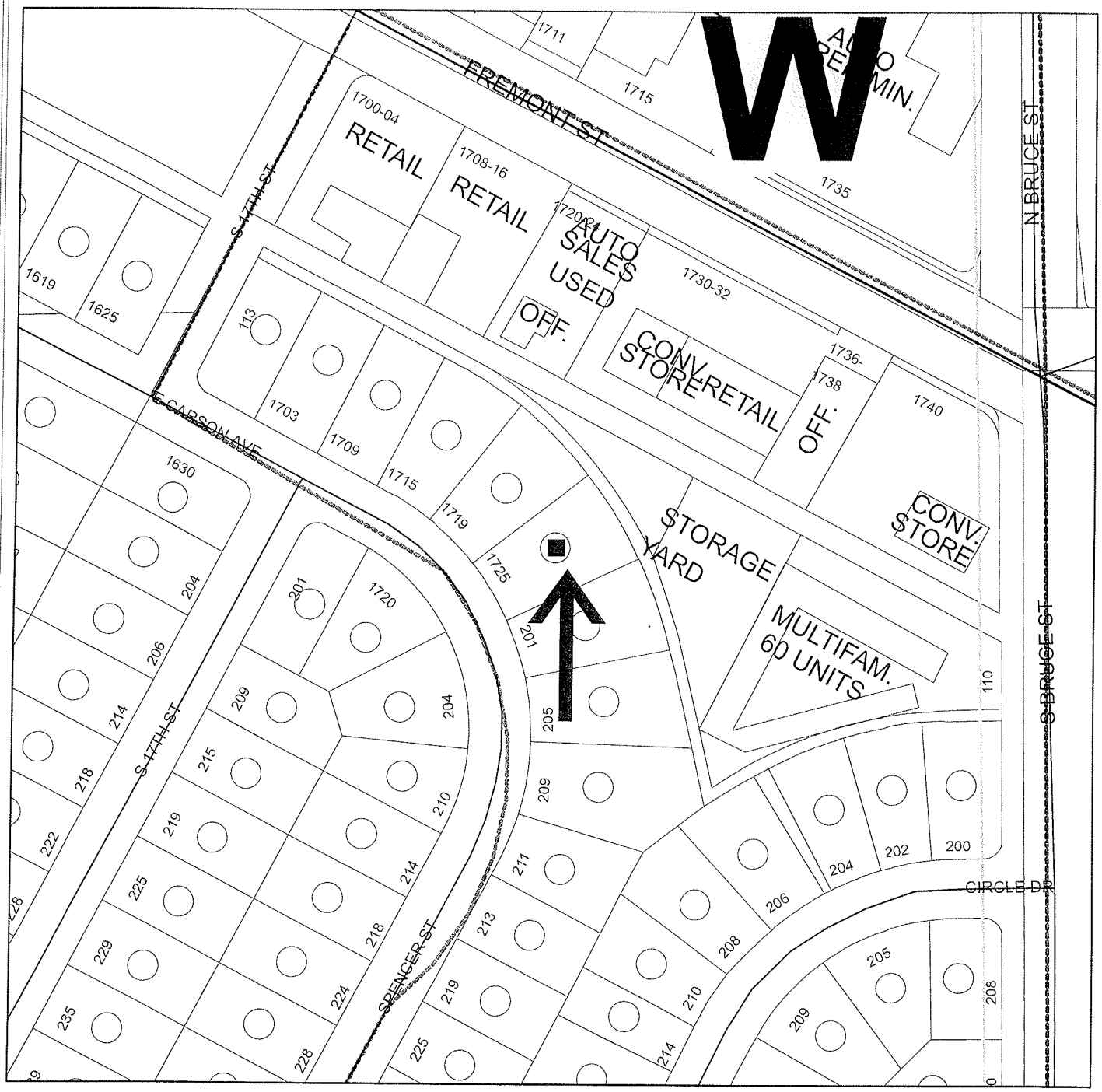


GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1725 EAST CARSON AVENUE
CROSS STREETS - FREMONT//MARYLAND

City of Las Vegas Vicinity Map



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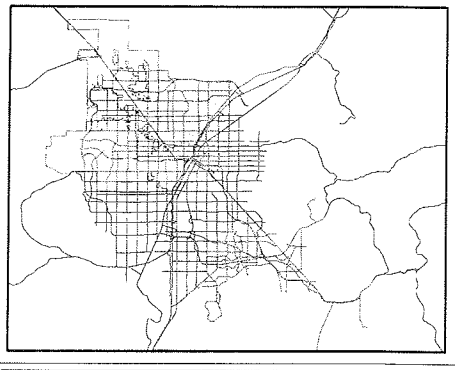
0 70 140 280 Feet



GIS maps are normally produced only to meet the needs of the City Due to continuous development activity this map is for reference only

Geographic Information System

Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

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: May 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 1725 East Carson 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 repairing/replacing the fence in the rear yard. The abatement was completed by American Demolition on March 7, 2011 at a cost of $340.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Repair/replace the fence in the rear yard.	$340.00
AMOUNT DUE:	$340.00
Administrative Processing Fee:	$51.00
Sub-Total:	$391.00
Reinspection Fees (w/late fees):	$1,518.00
Civil Penalties:	$2,950.00
TOTAL AMOUNT DUE:	**$4,859.00**
Daily Civil Penalties – 142 days @ $500 a day (excluding civil penalty fees already assessed) October 17, 2010 to March 7, 2011	**$68,050.00**
MAXIMUM TOTAL:	**$72,909.00**
OWNER OF RECORD	MICHAEL MULARSKI JR
PROPERTY ABATED:	1725 East Carson Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-413-058
LEGAL DESCRIPTION:	MAYFAIR TRACT #2 AMD
	PLAT BOOK 2 PAGE 47
	LOT 6 BLOCK 8

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 Sarpolich	4516 W. Diablo #E108 Las NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: Jack Sarpolich

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

JUNE 1, 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, JUNE 1, 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 **1725 EAST CARSON AVENUE – Case No. 93598**. The Director of Building and Safety certifies that the sum of **$4,859.00** was expended and Civil Penalties in the sum of **$68,050.00** may be imposed for a total of **$72,909.00**. Owner of record at time of abatement: **MICHAEL MULARSKI 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

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 # 93598

1725 E CARSON AVE - Map # 02426-84 Parcel 13935413058

Owner Information:

MULARSKI MICHAEL JR
1725 CARSON AVE
LAS VEGAS, NV 89101-5242

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: vacant property, 2 structures open & accessible

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: August 12, 2010 Ward: 3

Date Case Resolved: March 10, 2011 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
8/16/10 OPEN house and accessory building in rear
Secure all structures to City of Las Vegas specifications. Must secure both- all openings and all doors to keep people from accessing property.
Secure all structures to City of Las Vegas specifications. Must secure both- all openings and all doors to keep people from getting inside
Secure all structures to City of Las Vegas specifications. Must secure both buildings - all openings and all doors shall be secured to keep persons from getting inside

AN-003: 9.04.010 (4) REFUSE & WASTE
8/25/10 OPEN all yards
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all doors, tree branches, clothes, boxes, and totes from rear yard

AN-009: 9.04.010 (7)(D) DILAPIDATED
8/16/10 OPEN rear fence in rear yard
Repair or remove the dilapidated rear fence
Repair the dilapidated / damaged rear fence

Chronology of Events:

August 16, 2010 **PHONE CALL**

32) found Dave 245-3838 vendor for bank from old case- had to leave a message

August 16, 2010 **Insp#: 1026653**

32) 8-16-10 vacant and foreclosure Field Asset Services 1-800-468-1743 on windows. Rear door has no door knob same with 2nd building. Also storage door opened. Spoke to David Blankenburg 1-800-468-1743 ext 4168 left Notice on house and mailed to Quality Loan Service Corp 2141 5th Ave San Diego, CA 92101 8-16 and Faxed to David Blankenberg 512-467-1639 with Field Asset Services C/B 8-25

August 16, 2010 **CORRECTION NOTICE ISSUED**

August 17, 2010	**PHONE CALL**	
	32) called 800-468-1741 yes they are servicing property. Spoke to David Blankenburg explained violations and emailed correction notice to him- david.blankenburg@fieldassets.com	
August 17, 2010	**RESEARCH**	
	32) nothing in MERS	
August 18, 2010	**PHONE CALL**	
	Per Laura with Metro (828-3111), vagrants have removed the boards from the windows. Event #100818-1267.	
August 18, 2010	**PHONE CALL**	
	32) received a message from 366-1868 stated that Metro has been there 4 times in the last week to remove the homeless people- I called back and had to leave a message	
August 18, 2010	**RESEARCH**	
	32) printed off Default, trustee, trustee sale papers in CC Recorders	
August 19, 2010	**PHONE CALL**	
	32) called David Blankenburg 1-800-468-1743 ext 4168- had to leave a message- told him about property being open and can he get an emergency board up	
August 19, 2010	**PHONE CALL**	
	32) received call from David Blankenburg he stated he has contacted a local vendor and they will be boarding up today. He will call when job completed and then I will verify	
August 25, 2010	**EMAIL SENT OR RECEIVED**	
	Sent David an email telling him I need a date for the fence repair and now there are doors, fence sections, blocks, clothes, and tree branch that needs to be removed from property	
August 25, 2010	**Insp#: 1027663**	
	32) 8-25-10 all openings have been boarded. Still dilapidated fence and now doors, tree branches, clothes, box, totes in rear yard. Sent David an email telling him I need a date for the fence repair and now there are doors, fence sections, blocks, clothes, and tree branch that needs to be removed from property	
August 31, 2010	**PHONE CALL**	
	32) received call from Gilbert 951-9402 vendor for bank- will be repairing fence and adding gate and lock- will call when completed	
September 09, 2010	**PHONE CALL**	
	32) spoke to Gilbert 951-9402 still waiting approval for work- he will call bank and try to speed it up	
September 15, 2010	**EMAIL SENT OR RECEIVED**	
	32) emailed David Blankenberg asked when rear and side fence would be repaired	
September 28, 2010	**Insp#: 1031692**	
	32) 8-28-10 front of property clean. rear all openings boarded. Rear yard still has items- trash, mirror, doors and rear fence leaning and missing slates. took pictures failed today $120.00 left notice on house and mailed to Quality Loan Service Corp 2141 5th Ave San Diego, CA 92101 also emailed to field assets- David Blankenburg 9-28 C/B 10-5	
September 28, 2010	**CORRECTION NOTICE ISSUED**	
October 06, 2010	**EMAIL SENT OR RECEIVED**	
	32) sent notice by email to David Blankenburg at David.Blankenburg@fieldassets.com	
October 06, 2010	**NOTICE AND ORDER REQUEST**	
	32) prepared N&O submitted to Tony	
October 06, 2010	**Insp#: 1045208**	
	32) 10-6-10 rear fence still not repaired and items still in rear yard. Took pictures and failed today- will do N&O . left notice on house and and mailed to Quality Loan Service Corp 2141 5th Ave San Diego, CA 92101 also emailed to David Blankenburg with Field Asset Services 10-6 C/B 10-20	

October 06, 2010	**CORRECTION NOTICE ISSUED**
October 07, 2010	**NOTICE AND ORDER PROCESSING**
	21)FORWARD CASE FILE TO 32 FOR POSTING N&O- MAILINGS DONE
October 07, 2010	**NOTICE AND ORDER ISSUED**
October 08, 2010	**Insp#: 1048540**
	17) N&O posted, cb 10/18
October 15, 2010	**RECORDED DOCUMENT**
	Ld) Recorded N&O
October 18, 2010	**Insp#: 1049559**
	32) 10-18-10 nothing done. took pictures move forward with N&O will do bid sheet. C/B 10-28
October 19, 2010	**BID REQUEST BY OFFICER**
	32) prepared bid sheet - gave to Tony
October 21, 2010	**BID REQUEST BY OFFICER**
	21)forward file to office-Liz for bids
October 21, 2010	**CORRESPONDENCE RECEIVED/SENT**
	32) letter (N&O) sent to 1725 Carson Ave LV, NV 89101-5242 returned by post office return to sender attempted not known unable to forward
November 01, 2010	**Insp#: 1052692**
	32) 11-1-10 nothing done took pictures failed today. left notice on house and mailed to Quality Loan Service Corp 2141 5th Ave San Diego, CA 92101 also emailed notice to David Blankenburg with Field Asset Services 11-1 Move forward with contractor abatement- gave to Tony C/B 11-9
November 01, 2010	**CORRECTION NOTICE ISSUED**
November 02, 2010	**BID RECEIVED**
	Recorded & scanned bids received: 1-Amer Demo=$1359; 2-Weaver=$1410; 3-Blast=$1525.
November 02, 2010	**10 DAY NOTICE PROCESSING**
	Sent 10 day
November 02, 2010	**NOTICE AND ORDER ISSUED**
November 02, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
November 03, 2010	**NOTICE AND ORDER PROCESSING**
	32) posted 10 day before N&O on house
November 08, 2010	**CORRESPONDENCE RECEIVED/SENT**
	Received 10-day sent reg mail
November 15, 2010	**Insp#: 1057254**
	32) 11-15-10 nothing done took pictures. Failed today. Gave to Tony to move forward with contractor. 12-1
November 17, 2010	**PROCEED WITH ABATEMENT**
	21)REFER FILE TO OFIICE STAFF JR, TO REFER TO CONTRACTOR FOR ABATEMENT

November 23, 2010	**BID AWARDED TO CONTRACTOR**
	Received PO. Awarded Amer Demo bid. Sent Award Letter. Waiting on start/end dates.
November 29, 2010	**PRE-ABATEMENT VIDEO**
	Pre video request. Paper work given to #21.
December 06, 2010	**CORRESPONDENCE RECEIVED/SENT**
	32) letter N/O sent to 1725 Carson Ave LV, NV 89101 retunred by post office- return to sender attempted not known unable to forward
December 06, 2010	**BID PREPERATION**
	Bid prep.
December 06, 2010	**BID REQUEST SENT**
	RFQ sent to contractors. Bids due 12-11.
December 13, 2010	**BID RECEIVED**
	Recorded & scanned bids received: 1-Triangle=$1500; 2-Blast=$400; 3-Weaver=$400; 4-Amer Demo=$340
December 13, 2010	**10 DAY NOTICE PROCESSING**
	10 day letter sent to Mularski Michael Jr, 1725 Carson Ave, Las Vegas, NV 89101 & Quality Loan Service Corp, 2141 5th Ave, San Diego, CA 92101. File given to #32 for posting.
December 13, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
December 14, 2010	**Insp#: 1061899**
	32) 12-14-10 took pictures of property and failed. Posted N&O 10 day before abatement on property. C/B 12-27
December 27, 2010	**PROCEED WITH ABATEMENT**
	32) Gave to Tony to move forward with contractor
December 27, 2010	**Insp#: 1071220**
	32) 12-27-10 ten days before abatement is up. Fence is still in disrepair and laying on the ground in some parts. Trash/doors/ blankets in rear yard. Also a board was pulled off opening under house Took pictures failed today. Will give to Tony to move forward with contractor C/B 1-18
January 13, 2011	**PROCEED WITH ABATEMENT**
	21)REFER FILE TO OFFICE STAFF jr TO CONTINUE ABATEMENT
January 13, 2011	**ADMINSTRATIVE**
	Sent DS email. Waiting approval to proceed with PO.
January 19, 2011	**ADMINSTRATIVE**
	Received approval from DS to proceed with PO request.
January 24, 2011	**BID AWARDED TO CONTRACTOR**
	Sent award letter to contractor. Waiting start date.
January 25, 2011	**VIDEO REQUEST**
	Before Video request sent to #21.
January 26, 2011	**PRE-ABATEMENT VIDEO**
	21)video in f drive photos in cc items file
March 09, 2011	**VIDEO REQUEST**
	Request After Video from #21.

March 09, 2011	**ADMINSTRATIVE**	
	Invoice received. No dumping invoice was attached. Per #19, ask #21 to contact contractor.	
March 10, 2011	**POST-ABATEMENT VIDEO**	
	21)PHOTOS IN CC ITEMS FILE, NO VIDEO FOR POST ABATE	
March 10, 2011	**Insp#: 1074591**	
March 24, 2011	**CORRESPONDENCE RECEIVED/SENT**	
	Received fax from Linda from American Demo. Pending payment until dump receipt received.	
April 12, 2011	**ADMINSTRATIVE**	
	Per #21. Send demand letter to Amer Demo for dump receipts. Letter scanned.	
April 20, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff for CC agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	09/28/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/06/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	10/06/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/08/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	10/08/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	10/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	10/18/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/01/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	11/01/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/15/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	11/15/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	12/14/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/14/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	12/27/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/27/2010	
LATE FEE	$18.00	U	01/25/2011	
LATE FEE	$12.00	U	01/25/2011	
NUISANCE ABATEMENT FEE	$340.00	U	04/19/2011	
ADMINISTRATIVE	$51.00	U	04/19/2011	

Total Amount Due: **$4,751.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	11/2/10

Bid Amount: 1,410.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	BLAST JANITORIAL	NA	11/2/10

Bid Amount: 1,525.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	P	10/27/10

Bid Amount: 1,359.00
Bid Award Date: 11/23/10
Contractor Start Date:
Description:
Board all doors/windows on main & accessory structure. Remove trash/debris. Repair fence.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	NUISANCE	AMER DEMO	A	12/11/10

Bid Amount: 340.00
Bid Award Date: 1/24/11
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	NUISANCE	WEAVER	NA	12/11/10

Bid Amount: 400.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	NUISANCE	BLAST JANITORIAL	NA	12/11/10

Bid Amount: 400.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	NUISANCE	TRIANGLE CONST	NA	12/11/10

Bid Amount: 1,500.00
Bid Award Date:
Contractor Start Date:
Description:

APN 139-35-413-058

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **MICHAEL MULARSKI JR**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-413-058**
Commonly known as: **1725 East Carson Avenue**
Legal Description: **MAYFAIR TRACT #2 AMD**
PLAT BOOK 2 PAGE 47
LOT 6 BLOCK 8

On **March 7, 2011**, 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 **$4,859.00** 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 **$68,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$72,909.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 1, 2011** ordered the above charges in the amount of **$72,909.00**, 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 #93598

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 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 1925 Franklin Avenue in the amount of $2,868.55 (General Fund) and assess a maximum of $31,550 in daily civil penalties. PROPERTY OWNER: JEREMY SHANE - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,868.55
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 shed and exterior accessory structures located in the rear yard to include half constructed tree house, non-permitted and located in the set back, and remove all trash, debris, graffiti, and all high and dead vegetation, grass, and weeds. To date, there have been six (6) inspections conducted at this location. The estimated value of the property based on Zillow.com is $50,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,037 invoice for Lunas Construction in addition to other fees assessed for a total of $2,868.55 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: June 1, 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 1925 Franklin Avenue in the amount of $2,868.55 (General Fund) and assess a maximum of $31,550 in daily civil penalties. PROPERTY OWNER: JEREMY SHANE – Ward 3 (Reese)

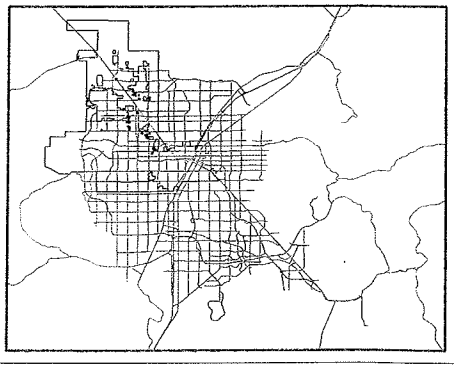
Lunas Construction completed work on April 11, 2011 at a cost of $1,037; $726 in reinspection fees (w/late fees); $950 in civil penalties; plus a 15% administrative fee for a total of $2,868.55.

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.

1925 FRANKLIN AVENUE
CROSS STREETS - CHARLESTON//EASTERN

City of Las Vegas Vicinity Map

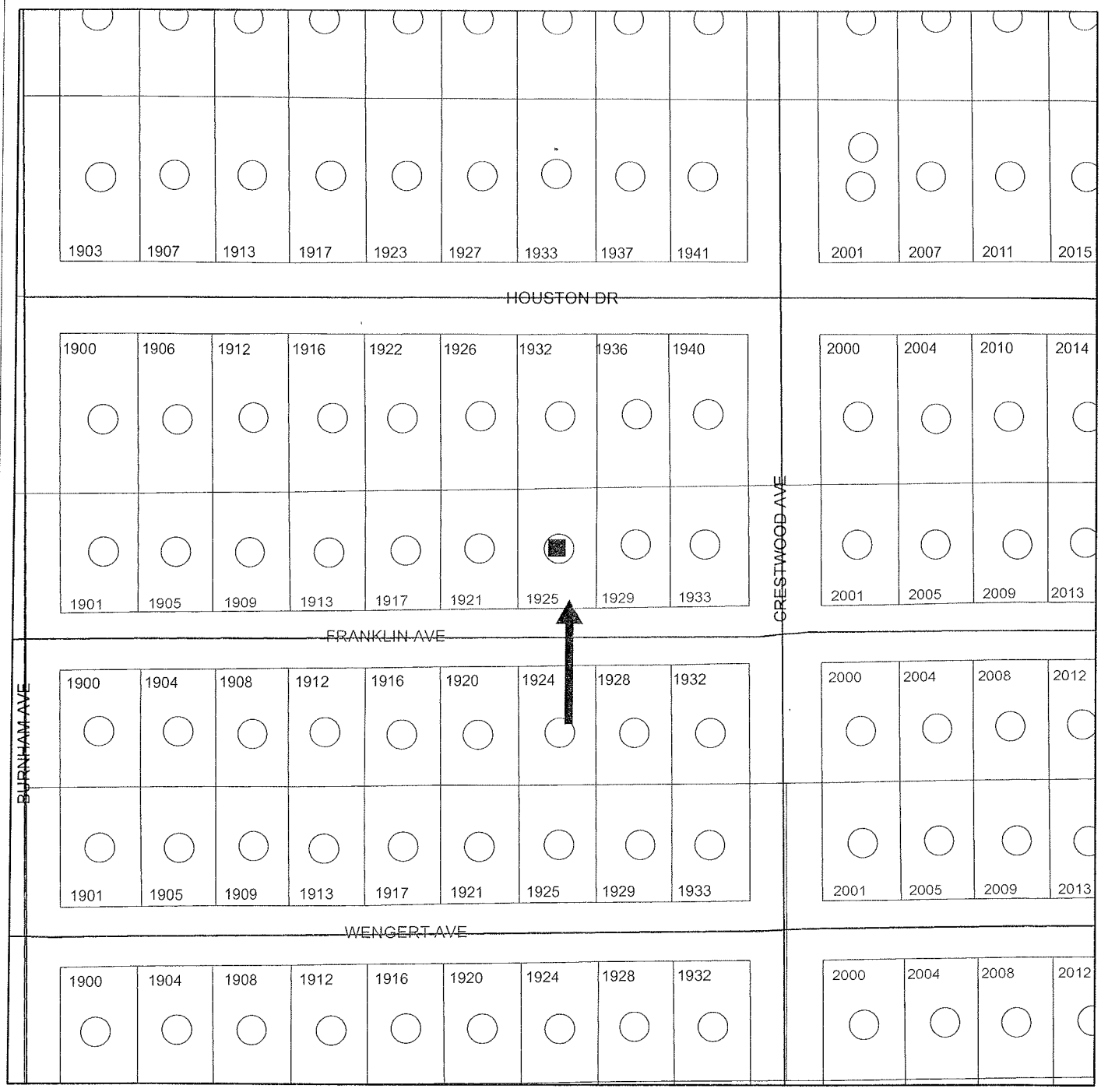


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

1925 FRANKLIN AVENUE
CROSS STREETS - CHARLESTON//EASTERN

City of Las Vegas Vicinity Map



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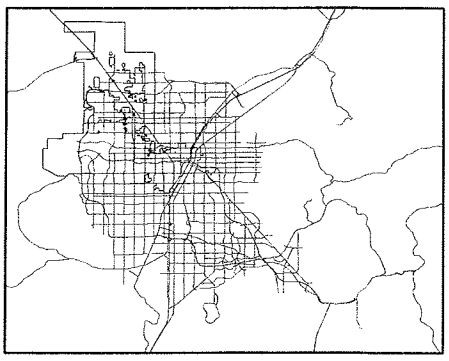
0 70 140 280 Feet



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Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: May 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 1925 Franklin 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 shed and exterior accessory structures located in the rear yard to include half constructed tree house non-permitted and located in the set back, and removing all trash, debris, graffiti, and all high and dead vegetation, grass, and weeds. The abatement was completed by Lunas Construction on April 11, 2011 at a cost of $1,037.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$142.00
Remove shed and exterior accessory structures located in the rear yard to include half constructed tree house non-permitted and located in the set back.	$730.00
Remove all trash and debris.	$0.00
Remove all high and dead vegetation, grass, and weeds.	$100.00
Remove graffiti.	$65.00
AMOUNT DUE:	$1,037.00
Administrative Processing Fee:	$155.55
Sub-Total:	$1,192.55
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$950.00
TOTAL AMOUNT DUE:	**$2,868.55**
Daily Civil Penalties – 65 days @ $500 a day (excluding civil penalty fees already assessed) February 6, 2011 to April 11, 2011	**$31,550.00**
MAXIMUM TOTAL:	**$34,418.55**
OWNER OF RECORD	JEREMY SHANE
PROPERTY ABATED:	1925 Franklin Avenue
	Las Vegas, NV 89104
ASSESSOR PARCEL:	162-02-519-007
LEGAL DESCRIPTION:	COLUMBIA HGTS ADD #1
	PLAT BOOK 3 PAGE 22
	LOT 3 BLOCK 1

DSS:ld

Lunas Construction
4830 E Cartier Avenue
Las Vegas, NV 89115

Disclosure of Principals

The principals and partners of *Lunas Construction* and all persons and entities holding more than 1% interest in *Lunas Construction* or any principal of *Lunas Construction* are the following:

	Full Name	Business Address	Business Phone
1.	Manuel Madrigal	4830 E. Cartier Ave. LV, NV 89115	702-644-6840
2.	Rosa Madrigal	Same	Same
3.	Victor Madrigal	Same	Same
4.	Norberto Madrigal	Same	Same
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

Lunas Construction

By: _____

State of Nevada }
} ss:
County of Clark }

Subscribed and sworn to before me, a Notary Public,
on this 20th day of August, 2009.

_____
Notary Public in and for Clark County,
State of Nevada

DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARING

JUNE 1, 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, JUNE 1, 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 **1925 FRANKLIN AVENUE – Case No. 97249**. The Director of Building and Safety certifies that the sum of **$2,868.55**was expended and Civil Penalties in the sum of **$31,550.00** may be imposed for a total of **$34,418.55**. Owner of record at time of abatement: **JEREMY SHANE – 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 # 97249

1925 FRANKLIN AVE - Map # 02526-38 Parcel 16202519007

Owner Information:

SHANE JEREMY
1925 FRANKLIN AVE
LAS VEGAS, NV 89104-1917

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: Vacant house. A mattress, couch and trash/debris were left on property. Attracting vagrants, people going in and out of house.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: January 11, 2011

Ward: 3

Date Case Resolved: March 31, 2011

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-005: UAC 301.1 PERMITS REQUIRED		
1/12/11	OPEN	Rear yard
Remove shed that is in required set back and no permit obtained.		
AB-006: 16.08.010 UDB SEC 403		
1/12/11	OPEN	All Structures
Secure all doors and windows and any other openings on property to City of Las Vegas specifications.		
AN-003: 9.04.010 (4) REFUSE & WASTE		
1/12/11	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		
1/12/11	OPEN	Entire Proeprty
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		
1/12/11	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		
1/12/11	OPEN	Rear of Propperty
Remove all graffiti from property and maintain free of graffiti at all times.		
AV-001: 16.31 VACANT BUILDING CODE		
1/12/11	OPEN	Entire Property
Secure all doors and windows and any other openings on property,		
AZ-011D: 19.08.040 ZONING SETBACK REQ.		
1/12/11	COMPLIED 03/31/11	Rear yard
Remove shed that is in required set backs.		

Chronology of Events:

January 12, 2011 **Insp#: 1078603**

33) rear door open, refuse and waste through out property along with graffiti and broken window on east side, and old wooden boxes, posted on site will research for possible foreclosure, appears to have foreclosure notices taped to front door at one time. Call back set for 01/24/11.

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	Manager approval received. PO requested. Pending DS approval.
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	PO received.
March 22, 2011	**BID AWARDED TO CONTRACTOR**
	Bid awarded to Lunas.

March 22, 2011	**ADMINSTRATIVE**	
	Award letter sent to contractor. Pending start date	
March 22, 2011	**VIDEO REQUEST**	
	Before video requested from #21	
March 24, 2011	**PRE-ABATEMENT VIDEO**	
	21)pre video in f drive photos in cc items file contractor to start 3/25	
March 31, 2011	**Insp#: 1097344**	
	33) Clean closed, abated.	
April 11, 2011	**VIDEO REQUEST**	
	After Video request from #21.	
April 11, 2011	**ADMINSTRATIVE**	
	Invoice received. Pending.	
April 13, 2011	**POST-ABATEMENT VIDEO**	
	21)post video in f drive, photos in cc items file-NOTE rear door open Lunas will secure.	
April 19, 2011	**ADMINSTRATIVE**	
	Invoice receipted/scanned. File given to #21.	
April 20, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff for CC agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	01/24/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	02/15/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/15/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/24/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	02/24/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	03/07/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/07/2011	
LATE FEE	$12.00	U	03/10/2011	
LATE FEE	$18.00	U	04/01/2011	
ADMINISTRATIVE	$155.55	U	04/19/2011	
NUISANCE ABATEMENT FEE	$1,037.00	U	04/19/2011	

Total Amount Due: **$2,832.55**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	LUNAS	A	2/23/11
	Bid Amount:	1,037.00		
	Bid Award Date:	3/22/11		
	Contractor Start Date:			
	Description:			
1	NUISANCE	AMER DEMO	L	3/1/11
	Bid Amount:	1,900.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
1	NUISANCE	NDX	NA	2/23/11
	Bid Amount:	1,499.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
1	NUISANCE	WEAVER	NA	2/23/11
	Bid Amount:	1,215.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			

APN 162-02-519-007

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JEREMY SHANE**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **162-02-519-007**
Commonly known as: **1925 Franklin Avenue**
Legal Description: **COLUMBIA HGTS ADD #1**
PLAT BOOK 3 PAGE 22
LOT 3 BLOCK 1

On **April 11, 2011**, 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 **$2,868.55** 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 **$34,418.55** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 1, 2011** ordered the above charges in the amount of **$34,418.55**, 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 #97249

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 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 2122 Stewart Avenue in the amount of $2,093.50 (General Fund) and assess a maximum of $40,050 in daily civil penalties. PROPERTY OWNER: GERALD L ECKERT - Ward 3 (Reese)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,093.50
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 all trash, debris, and sheds. To date, there have been five (5) inspections conducted at this location. The estimated value of the property based on Zillow.com is $36,500.

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 $2,093.50 and consider assessing a maximum of $40,050 in daily civil penalties.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Maps
3. Report of Expenses
4. Contractor Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Copy of the Notice and Claim of Lien

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 1, 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 2122 Stewart Avenue in the amount of $2,093.50 (General Fund) and assess a maximum of $40,050 in daily civil penalties. PROPERTY OWNER: GERALD L ECKERT – Ward 3 (Reese)

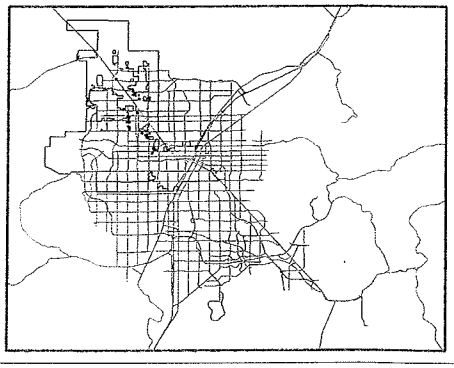
American Demolition completed work on March 7, 2011 at a cost of $970; $528 in reinspection fees (w/late fees); $450 in civil penalties; plus a 15% administrative fee for a total of $2,093.50.

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.

1925 FRANKLIN AVENUE
CROSS STREETS - CHARLESTON//EASTERN

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

1925 FRANKLIN AVENUE
CROSS STREETS - CHARLESTON//EASTERN

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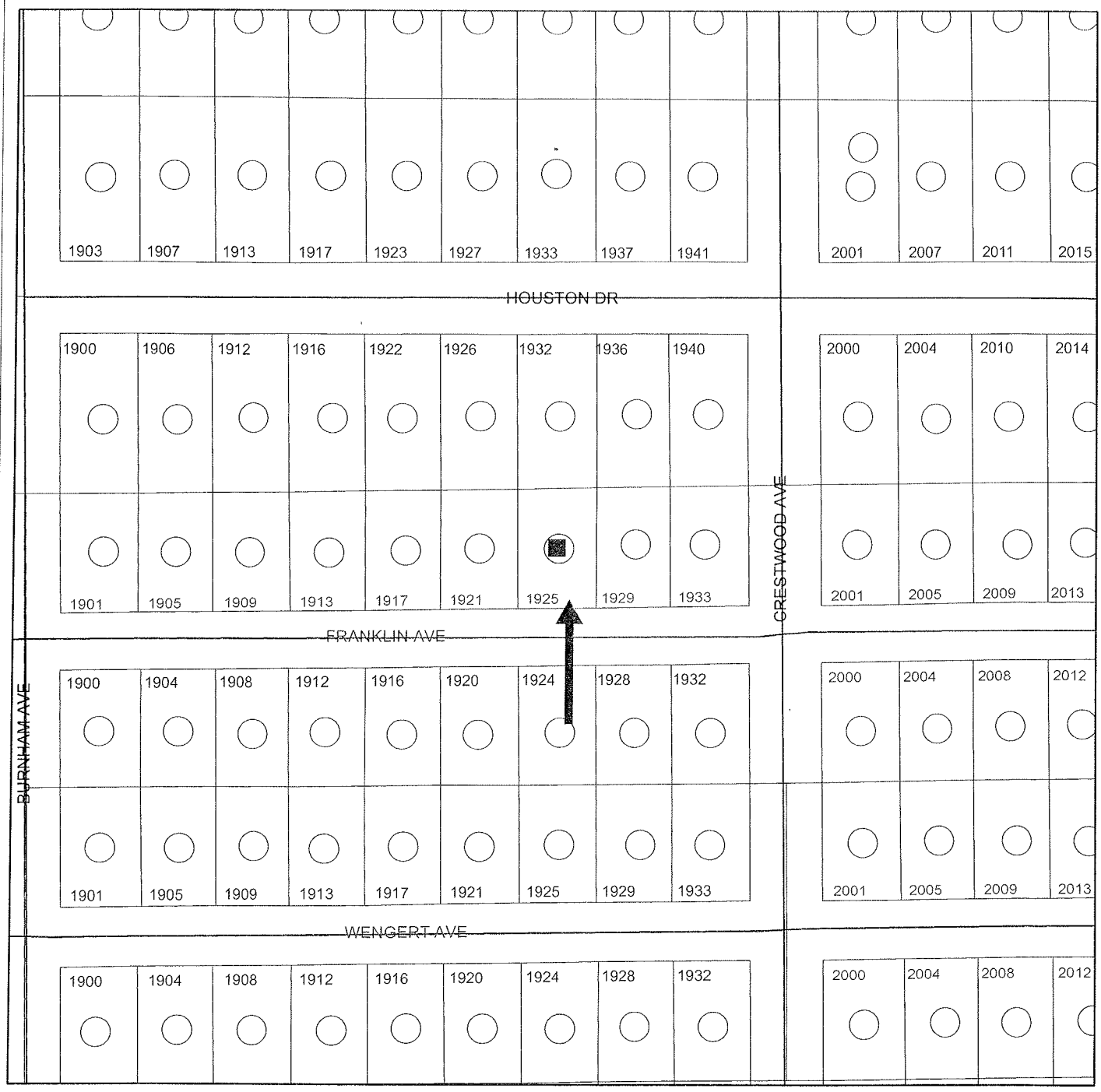
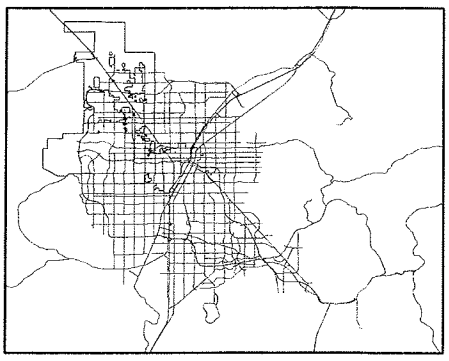


N

0 70 140 280 Feet



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702-229-6301

PLANNING & DEVELOPMENT

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: _____

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} ss:
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Notary Public in and for Clark County,
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DIANA M. VARGAS
Notary Public, State of Nevada
Appointment No. 03-84300-1
My Appt. Expires Oct. 15, 2011

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: May 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 2122 Stewart 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, and removing all trash, debris, and sheds. The abatement was completed by American Demolition on March 7, 2011 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.	$450.00
Remove all trash and debris.	$300.00
Remove sheds.	$220.00
AMOUNT DUE:	$970.00
Administrative Processing Fee:	$145.50
Sub-Total:	$1,115.50
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
TOTAL AMOUNT DUE:	**$2,093.50**
Daily Civil Penalties – 81 days @ $500 a day (excluding civil penalty fees already assessed) December 17, 2010 to March 7, 2011	**$40,050.00**
MAXIMUM TOTAL:	**$42,143.50**
OWNER OF RECORD	GERALD L ECKERT
PROPERTY ABATED:	2122 Stewart Avenue
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-713-006
LEGAL DESCRIPTION:	GIBSON & JONES ADD
	PLAT BOOK 1 PAGE 83
	LOT 6 BLOCK 1

DSS:ld

LAS VEGAS CITY COUNCIL

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Code Enforcement Case Report

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	Before video requested from #21	
March 24, 2011	**PRE-ABATEMENT VIDEO**	
	21)pre video in f drive photos in cc items file contractor to start 3/25	
March 31, 2011	**Insp#: 1097344**	
	33) Clean closed, abated.	
April 11, 2011	**VIDEO REQUEST**	
	After Video request from #21.	
April 11, 2011	**ADMINSTRATIVE**	
	Invoice received. Pending.	
April 13, 2011	**POST-ABATEMENT VIDEO**	
	21)post video in f drive, photos in cc items file-NOTE rear door open Lunas will secure.	
April 19, 2011	**ADMINSTRATIVE**	
	Invoice receipted/scanned. File given to #21.	
April 20, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff for CC agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	01/24/2011	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	02/15/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/15/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	02/24/2011	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	02/24/2011	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	03/07/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	03/07/2011	
LATE FEE	$12.00	U	03/10/2011	
LATE FEE	$18.00	U	04/01/2011	
ADMINISTRATIVE	$155.55	U	04/19/2011	
NUISANCE ABATEMENT FEE	$1,037.00	U	04/19/2011	

Total Amount Due: **$2,832.55**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	LUNAS	A	2/23/11
	Bid Amount:	1,037.00		
	Bid Award Date:	3/22/11		
	Contractor Start Date:			
	Description:			
1	NUISANCE	AMER DEMO	L	3/1/11
	Bid Amount:	1,900.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
1	NUISANCE	NDX	NA	2/23/11
	Bid Amount:	1,499.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			
1	NUISANCE	WEAVER	NA	2/23/11
	Bid Amount:	1,215.00		
	Bid Award Date:			
	Contractor Start Date:			
	Description:			

APN 139-35-713-006

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **GERALD L ECKERT**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-713-006**
Commonly known as: **2122 Stewart Avenue**
Legal Description: **GIBSON & JONES ADD**
PLAT BOOK 1 PAGE 83
LOT 6 BLOCK 1

On **March 7, 2011**, 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 **$2,093.50** were incurred by the City of Las Vegas in the above-referenced nuisance condition abatement procedure. Additionally, pursuant to Municipal Code 9.040.120, civil penalties in the amount of **$40,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$42,143.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 1, 2011** ordered the above charges in the amount of **$42,143.50**, 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 #96577

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 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 231 North 11th Street in the amount of $4,303.50 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: 11TH STREET HOLDINGS INC - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $4,303.50
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 all travel trailers from site. To date, there have been six (6) inspections conducted at this location. The estimated value of the property based on Yahoo Real Estate is $153,000.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,850 invoice for American Demolition in addition to other fees assessed for a total of $4,303.50 and consider assessing a maximum of $38,050 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: June 1, 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 231 North 11th Street in the amount of $4,303.50 (General Fund) and assess a maximum of $38,050 in daily civil penalties. PROPERTY OWNER: 11TH STREET HOLDINGS INC – Ward 5 (Barlow)

American Demolition completed work on March 7, 2011 at a cost of $1,850; $726 in reinspection fees (w/late fees); $1,450 in civil penalties; plus a 15% administrative fee for a total of $4,303.50.

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.

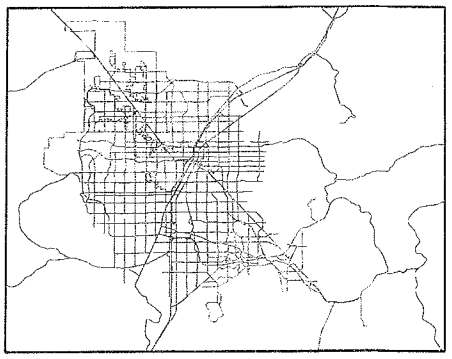
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

231 NORTH 11TH STREET
CROSS STREETS - MARYLAND//STEWART

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

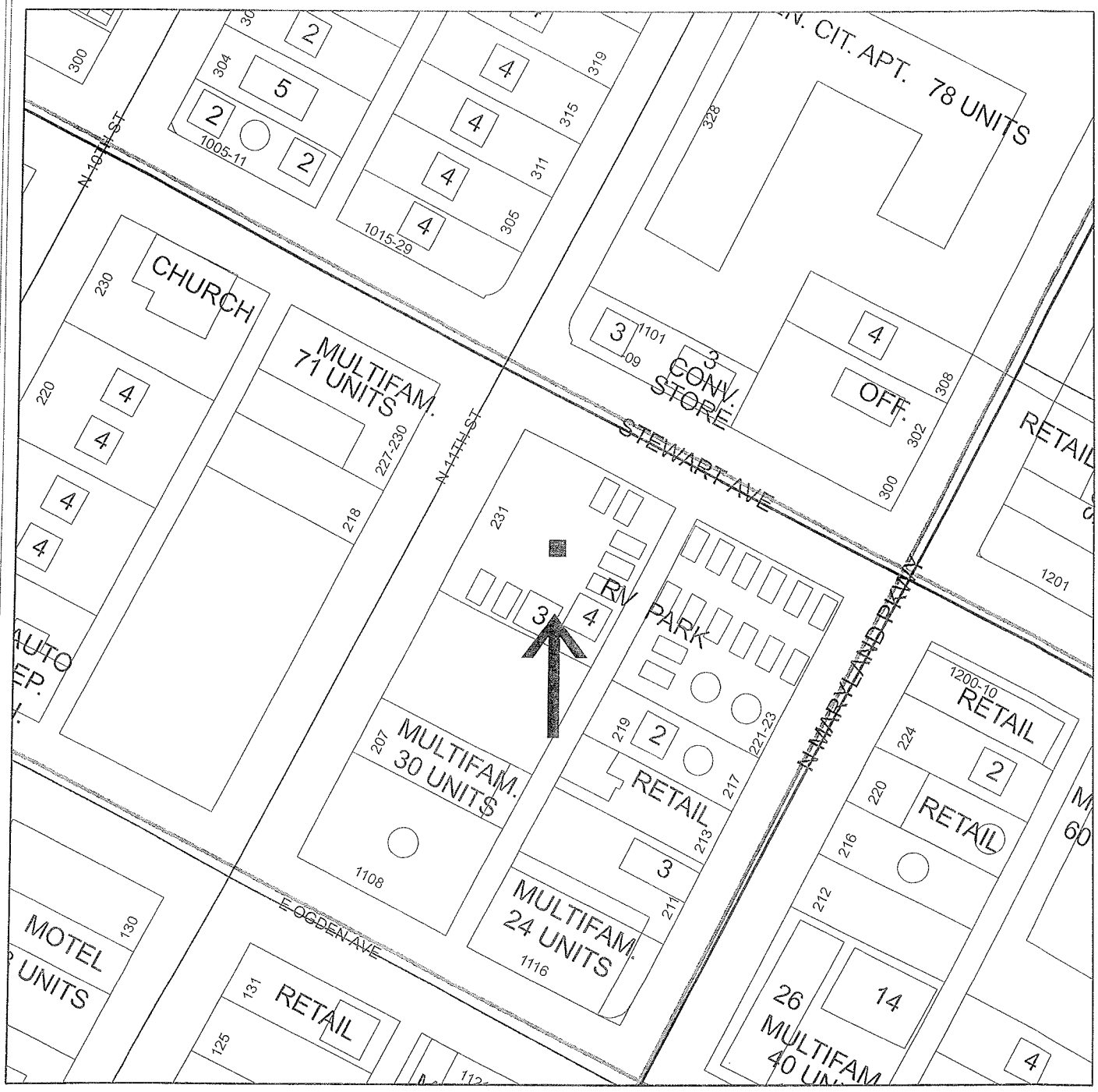


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

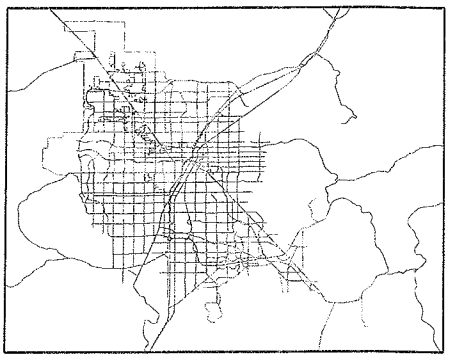
231 NORTH 11TH STREET
CROSS STREETS - MARYLAND//STEWART

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: May 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 231 North 11th Street - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Nuisance," the Department of Building and Safety caused the above-referenced property to be corrected by boarding all open doors and windows, and removing all travel trailers from site. The abatement was completed by American Demolition on March 7, 2011 at a cost of $1,850.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$450.00
Remove all travel trailers from site.	$1,400.00
AMOUNT DUE:	$1,850.00
Administrative Processing Fee:	$277.50
Sub-Total:	$2,127.50
Reinspection Fees (w/late fees):	$726.00
Civil Penalties:	$1,450.00
TOTAL AMOUNT DUE:	**$4,303.50**
Daily Civil Penalties – 79 days @ $500 a day (excluding civil penalty fees already assessed) December 19, 2010 to March 7, 2011	**$38,050.00**
MAXIMUM TOTAL:	**$42,353.50**
OWNER OF RECORD	11TH STREET HOLDINGS INC
PROPERTY ABATED:	231 North 11th Street
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-211-051
LEGAL DESCRIPTION:	FAIRVIEW TRACT
	PLAT BOOK 1 PAGE 7
	LOT 1 BLOCK 6 & LOTS 2, 3

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 Praprotnik	4516 W. Diablo E108 LV NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: Jack Praprotnik

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

JUNE 1, 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, JUNE 1, 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 **231 NORTH 11TH STREET – Case No. 96574**. The Director of Building and Safety certifies that the sum of **$4,303.50** was expended and Civil Penalties in the sum of **$38,050.00** may be imposed for a total of **$42,353.50**. Owner of record at time of abatement: **11TH STREET HOLDINGS 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

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 96574

231 N 11TH ST - Map # 02426-41 Parcel 13935211051

Owner Information:

11TH STREET HOLDINGS INC
1351 W WARM SPRINGS RD
HENDERSON, NV 89014-8811

Zoning Information: C-2(GENERAL COMMERCIAL)

Case Comments: Open and accessable house called in by Officer Willam Dransfield (COP) 807-0191 being referred by patrol officer as problem houses.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: December 03, 2010

Ward: 5

Date Case Resolved:

Source: MTRO

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
12/6/10 COMPLIED 03/17/11 ALL OPEN ACCESSIBLE UNITS
Secure all structures to City of Las Vegas specifications.

AN-008: 9.04.010 (7)(C) GRAFFITI
12/6/10 COMPLIED 12/20/10 ENTIRE PROPERTY
Remove all graffiti from property,travel trailers and maintain free of graffiti at all times.

AN-015: 9.12.030 STORED MATERIALS
12/6/10 OPEN TRAVEL TRAILERS
remove all stored travel trailers from this site- they have now become open / accessible creating a nuisance
12/20/10 COMPLIED 03/17/11 TRAVEL TRAILERS
remove all stored travel trailers from this site- they have now become open / accessible creating a nuisance

AZ-003J: 19.04.010(7) JUNK VEH/ PARTS
12/6/10 OPEN TRAVEL TRAILERS
REMOVE ALL TRAVEL TRAILERS FROM THIS SITE- CURRENTLY OPEN / ACCESSIBLE , DISMANTLED.
12/20/10 OPEN TRAVEL TRAILERS
REMOVE ALL TRAVEL TRAILERS FROM THIS SITE- CURRENTLY OPEN / ACCESSIBLE , DISMANTLED.

Chronology of Events:

December 06, 2010 **RESEARCH**

32) printed off different address in sewer 900 Las Vegas Blvd South Suite #130 LV, NV 89101-6891

December 06, 2010 **RESEARCH**

32) printed off default papers in CC Recorders

December 06, 2010 **NOTICE AND ORDER PROCESSING**

32) put together the N&O gave to Tony

December 06, 2010 **Insp#: 1067395**

32) 12-6-10 some of the mobile home are back open and accessible per metro getting calls for service and is a problem. Graffiti on some of the mobile homes also mailed C/N to owners to assessors address 1351 W Warm Springs Rd Henderson, NV 89014-8811, to sewer address 900 Las Vegas Blvd Suite #130 LV, NV 89101-6891, and to default papers TD Service Company 1820 E First St Suite 210 PO Box 11988 Santa Ana, CA 92711-1988 and East West Bank 135 N Los Robles Ave Pasadena, CA 91101 12-6 will do a N&O

December 06, 2010 **CORRECTION NOTICE ISSUED**

December 09, 2010 **NOTICE AND ORDER ISSUED**

December 20, 2010 **BID REQUEST BY OFFICER**

32) prepared bid sheet and gave to Tony

December 20, 2010 **Insp#: 1068022**

32) 12-20-10 some units in building and some travel trailers open and accessible. graffiti has been removed will do bid sheet and give to Tony. Failed today. took pictures

December 22, 2010 **BID PREPERATION**

Bid Prep.

December 22, 2010 **BID REQUEST SENT**

RFQ sent to contractors. Bids due 01-03-11.

December 22, 2010 **RECORDED DOCUMENT**

Ld) Recorded Nuisance N&O To Comply dated 12/9/10

December 27, 2010 **Insp#: 1072891**

32) 12-27-10 several travel trailers open and accessible and main building open and accessible. Took pictures failed today will give to Tony to move forward with contractor. 1-18

January 24, 2011 **BID RECEIVED**

Recorded & scanned bids received: 1-Amer Demo=$1850; 2-Blast=$3290; 3-Weaver=$4070; 4-Triangle=$5670; 5-Lunas=$5689

January 24, 2011 **10 DAY NOTICE PROCESSING**

10 day letter sent to 11th Street Holdings Inc, 1351 W Warm Springs Rd, Henderson, NV 89014. File given to #32 for posting.

January 24, 2011 **10 DAY BEFORE ABATEMENT NOTICE**

January 24, 2011 **Insp#: 1074548**

32) 1-24-11 took pictures of property- building still open and also travel trailers are open. Sections of the fence have now been cut and some sections laying on ground. Failed today. Posted 10 day N&O before abatement on fence. C/B 2-7

February 08, 2011 **Insp#: 1082595**

32) 2-8-11 took pictures of property. 10 day before abatement notice is up. Will give to Tony to move forward with contractor. Failed today. left notice on fence and mailed to owners to assessors address 1351 W Warm Springs Rd Henderson, NV 89014-8811 2-8

February 08, 2011 **CORRECTION NOTICE ISSUED**

February 09, 2011 **PROCEED WITH ABATEMENT**

21)REFER FILE TO OFFICE STAFF JR, PER 32 CONTINUE ABATEMENT

February 10, 2011 **ADMINSTRATIVE**

Sent email to DS requesting approval to proceed with PO.

February 16, 2011	**ADMINSTRATIVE**
	Receive approval from DS to proceed with PO.
February 16, 2011	**ADMINSTRATIVE**
	Request PO. Pending DS approval.
February 17, 2011	**ADMINSTRATIVE**
	PO approved.
February 17, 2011	**BID AWARDED TO CONTRACTOR**
	Award Letter sent to contractor. Pending start date.
February 24, 2011	**PRE-ABATEMENT VIDEO**
	21)video in f drive photos in cc items file
March 01, 2011	**VIDEO REQUEST**
	Video Request from #21.
March 09, 2011	**VIDEO REQUEST**
	Request After Video from #21.
March 09, 2011	**ADMINSTRATIVE**
	Invoice received. No dumping invoice was attached. Per #19, ask #21 to contact contractor.
March 10, 2011	**MEETING**
	21)DSS met w/contractor,Jack.work not done to CLV specs- boards not bolted,wrong material,not painted.fence along driveway not reinstalled.AD will redo boarding this weekend.
March 17, 2011	**POST-ABATEMENT VIDEO**
	21)post video in f drive, photos in cc items file
March 17, 2011	**Insp#: 1087472**
March 24, 2011	**CORRESPONDENCE RECEIVED/SENT**
	Fax received from Linda at American Demo. Pending payment until dump receipt received.
April 12, 2011	**ADMINSTRATIVE**
	Per #21: send demand letter to Amer Demo for dump receipts. Letter scanned.
April 19, 2011	**ADMINSTRATIVE**
	Dump invoice received. Invoice receipted/scanned. Information inputted into Details. File given to #21.
April 20, 2011	**CITY COUNCIL AGENDA PREP**
	21)refer to office staff for CC agenda

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
COMMERCIAL INSPECTION FEE	$120.00	U	12/20/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	12/27/2010	
FIRST COMMERCIAL CIVIL PENALTY	$150.00	U	12/27/2010	
COMMERCIAL REINSPECTION FEE	$180.00	U	01/24/2011	
SECOND COMMERCIAL CIVIL PENALTY	$300.00	U	01/24/2011	
LATE FEE	$12.00	U	02/03/2011	
THIRD COMMERCIAL CIVIL PENALTY	$1,000.00	U	02/08/2011	
COMMERCIAL REINSPECTION FEE	$180.00	U	02/08/2011	
LATE FEE	$18.00	U	02/10/2011	

NUISANCE ABATEMENT FEE	$1,850.00	U	04/19/2011
ADMINISTRATIVE	$277.50	U	04/19/2011

Total Amount Due: $4,267.50

Total Amount Paid: $ -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	A	1/24/11

Bid Amount: 1,850.00
Bid Award Date: 2/17/11
Contractor Start Date:
Description:
Board all doors/windows. Remove all trailers from site

1	NUISANCE	LUNAS	NA	1/24/11

Bid Amount: 5,689.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	TRIANGLE CONST	NA	1/24/11

Bid Amount: 5,670.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	BLAST JANITORIAL	NA	1/24/11

Bid Amount: 3,290.00
Bid Award Date:
Contractor Start Date:
Description:

1	NUISANCE	WEAVER	NA	1/24/11

Bid Amount: 4,070.00
Bid Award Date:
Contractor Start Date:
Description:

APN 139-35-211-051

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **11TH STREET HOLDINGS INC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-211-051**
Commonly known as: **231 North 11th Street**
Legal Description: **FAIRVIEW TRACT**
PLAT BOOK 1 PAGE 7
LOT 1 BLOCK 6 & LOTS 2, 3

On **March 7, 2011**, 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 **$4,303.50** 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 **$38,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$42,353.50** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 1, 2011** ordered the above charges in the amount of **$42,353.50**, 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 #96574

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 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 321 North 16th Street in the amount of $2,473 (General Fund) and assess a maximum of $54,550 in daily civil penalties. PROPERTY OWNER: JOHN A PEEL JR - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,473
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 structure, trash, debris, and 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 $61,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $1,300 invoice for American Demolition in addition to other fees assessed for a total of $2,473 and consider assessing a maximum of $54,550 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: June 1, 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 321 North 16th Street in the amount of $2,473 (General Fund) and assess a maximum of $54,550 in daily civil penalties. PROPERTY OWNER: JOHN A PEEL JR – Ward 5 (Barlow)

American Demolition completed work on March 7, 2011 at a cost of $1,300; $528 in reinspection fees (w/late fees); $450 in civil penalties; plus a 15% administrative fee for a total of $2,473.

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.

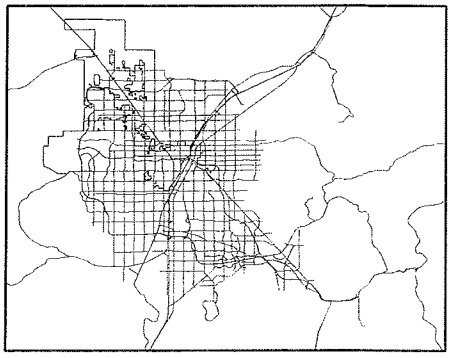
If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of 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.

321 NORTH 16TH STREET
CROSS STREETS - MARYLAND//STEWART

City of Las Vegas Vicinity Map

N

0 170 340 680 Feet

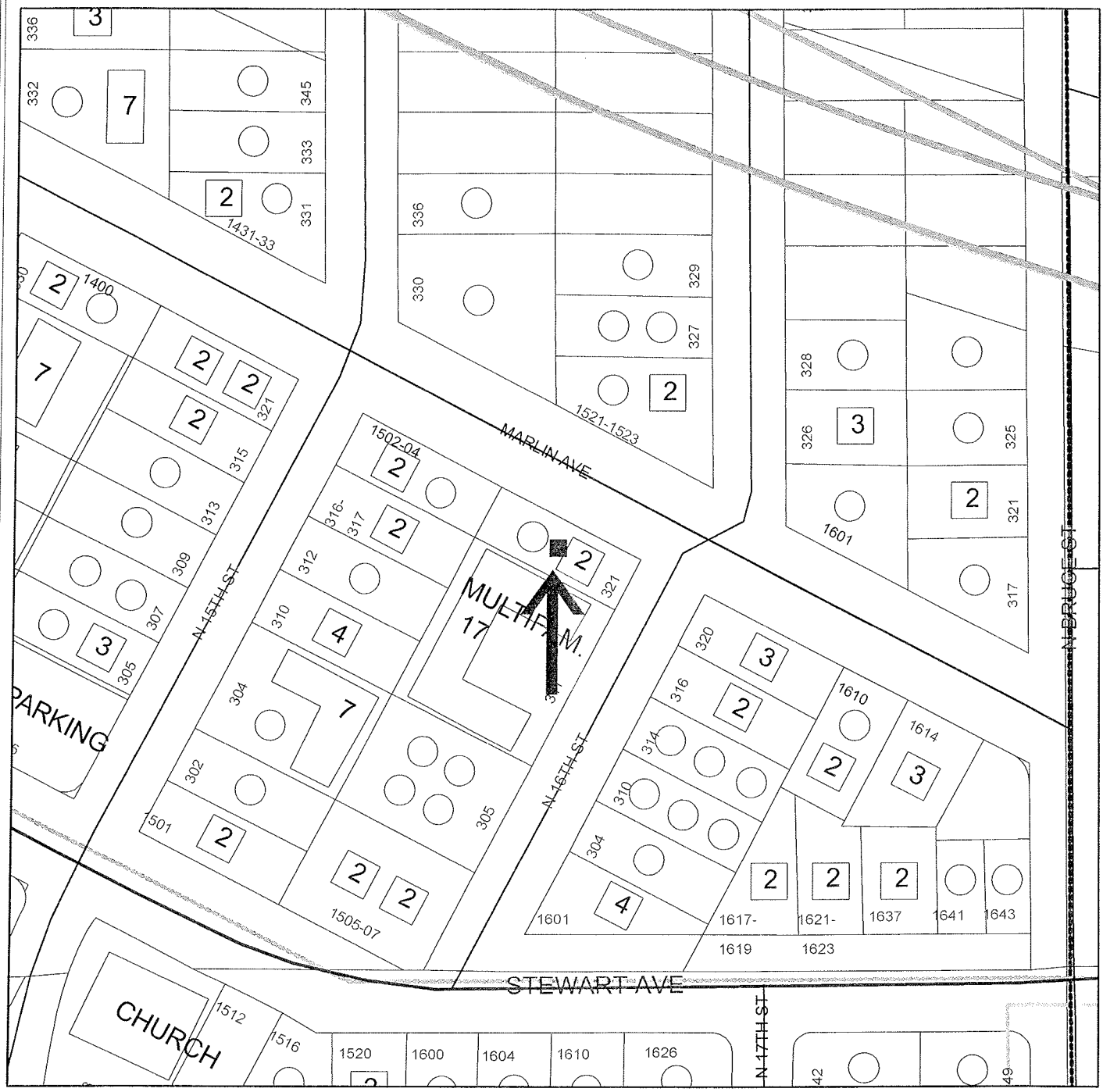


GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

321 NORTH 16TH STREET
CROSS STREETS - MARYLAND//STEWART

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: May 12, 2011

Re: Report of Expenses for the abatement of nuisance located at 321 North 16th Street - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "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 structure, trash, debris, and high weeds and grass. The abatement was completed by American Demolition on March 7, 2011 at a cost of $1,300.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Board all open doors and windows.	$650.00
Remove non-permitted structure.	$300.00
Remove all trash and debris.	$250.00
Remove all high weeds and grass.	$100.00
AMOUNT DUE:	$1,300.00
Administrative Processing Fee:	$195.00
Sub-Total:	$1,495.00
Reinspection Fees (w/late fees):	$528.00
Civil Penalties:	$450.00
TOTAL AMOUNT DUE:	**$2,473.00**
Daily Civil Penalties – 110 days @ $500 a day (excluding civil penalty fees already assessed) November 18, 2010 to March 7, 2011	**$54,550.00**
MAXIMUM TOTAL:	**$57,023.00**
OWNER OF RECORD	JOHN A. PEEL JR
PROPERTY ABATED:	321 North 16th Street
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-35-212-085
LEGAL DESCRIPTION:	FOURTEENTH STREET CITY ADD
	PLAT BOOK 1 PAGE 82
	LOT 16 BLOCK 20

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 Praspodich	4516 W. Diablo #E108 Las NV 89118	561-3244
2.			
3.			
4.			
5.			
6.			
7.			

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

American Demolition

By: Jack Praspodich

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: 07-4376-1

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

JUNE 1, 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, JUNE 1, 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 **321 NORTH 16TH STREET – Case No. 94492**. The Director of Building and Safety certifies that the sum of **$2,473.00** was expended and Civil Penalties in the sum of **$54,550.00** may be imposed for a total of **$57,023.00**. Owner of record at time of abatement: **JOHN A PEEL JR – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 94492

321 N 16TH ST - Map # 02426-44 Parcel 13935212085

Owner Information:

PEEL JOHN A JR
321 N 16TH ST
LAS VEGAS, NV 89101-4135

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: stealing power

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: September 15, 2010

Ward: 5

Date Case Resolved:

Source: NVP

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		
AB-004D: R306 SANITATION		
9/14/10	OPEN	No sewage disposal currently
Raw sewage on the ground on south side of the main house. I called SNHD solid waste department to file a complaint		
AB-004F: R308 GLAZING		
9/14/10	OPEN	Broken windows
Replacement windows needed on main house		
AB-005: UAC 301.1 PERMITS REQUIRED		
9/14/10	OPEN	Electrical service equipment badly damaged
Electrician needed to pull permits and install new electrical panels with meter sockets		
9/21/10	OPEN	STRUCTURE ON WEST SIDE OF PROPERTY ATTACHED TO BLOCKWALL AT PROPERTY LINE
REMOVE STRUCTURE - NO PERMITS OBTAINED TO BUILD AND IS A SETBACK VIOLATION PER UNIFORM BUILDING CODE		
AB-006: 16.08.010 UDB SEC 403		
9/21/10	OPEN	ALL STRUCTURES ON SITE
BOARD AND SECURE ANY AND ALL OPEN ACCESSIBLE DOORS AND WINDOWS TO CITY OF LAS VEGAS SPECIFICATIONS		
AB-006L: 16.08.010 UDB SEC 302 (12)		
9/21/10	OPEN	ALL STRUCTURES ON SITE
BOARD AND SECURE ANY AND ALL OPEN ACCESSIBLE DOORS AND WINDOWS TO CITY OF LAS VEGAS SPECIFICATIONS		
AB-006O: 16.08.010 UDB SEC 302 (15)		
9/21/10	OPEN	ALL STRUCTURES ON SITE
BOARD AND SECURE ANY AND ALL OPEN ACCESSIBLE DOORS AND WINDOWS TO CITY OF LAS VEGAS SPECIFICATIONS		
AB-008O: HC-SEC 1001.4 NUISANCE		
9/21/10	OPEN	ENTIRE PROPERTY
BOARD AND SECURE ANY AND ALL OPEN ACCESSIBLE DOORS AND WINDOWS TO CITY OF LAS VEGAS SPECIFICATIONS, REMOVE ALL TRASH / DEBRIS , WASTE		
AB-008Q: HC-SEC 1001.6 HAZ PLUMBING		
9/14/10	OPEN	Sewage on the ground

Raw sewage coming from the cleanout on the south side of the main house

AH-002: 9.04.010 ATTRACTIVE NUISANCE

9/14/10 OPEN Inoperable, open accessible vehicles and trailer on the property

3 inoperable autos, 1 travel trailer on yard

AN-003: 9.04.010 (4) REFUSE & WASTE

9/21/10 OPEN ENTIRE PROPERTY

REMOVE ALL TRASH / WASTE / DUMPED DEBRIS- SUCH AS FURNITURE , WOOD, BUCKETS, TOOLS, ETC.

AN-004: 9.04.010 (5) ZONING VIOLATION

9/14/10 OPEN Lots of outside storage problems

Trash, debris, tv's, radios, stereos. tools, computer cases, wire, toy airplanes, and lots of miscellaneous trash all over the property

AN-006: 9.04.010(7)(A) HIGH VEGETATION

9/21/10 OPEN ENTIRE PROPERTY

CUT AND REMOVE ALL HIGH GRASS ,WEEDS, OVER GROWN VEGETATION

AN-010: 9.04.010 7(E)ABANDONED PARKING

9/21/10 OPEN Abandoned vehicles on yard, no plates, no vin #'s

Suburban, foreign car, Uhaul truck w/trailer attached towed off of the property. Owner is sick in a nursing home in Florida we are told and is incapable of taking care of his property at this point in time

Chronology of Events:

September 14, 2010 **Insp#: 1039997**

20]Wemt to the property with NVEnergy personnel & Metro for protection. Tenants in C unit were told they can't live in the detached unit w/o power and the 2 people living in the storage unit were also told that it was not a valid dwelling unit & must vacate. Occupants of the main house would not come to the door. Raw sewage on south side of house, service equipment destroyed due to tampering to steal power, extension cords being run, trash & debris all over the grounds, 3 inoperable vehicles and 1 travel trailer parked on yard, No license for the dog.Out of state owner. I called (305)651-1430 & spoke with a Hispanic male and he said he sees the owner of the home now and then so I left my cell phone # with him & asked him to please have the owner contact me asap.Will start the abatement process with a Notice of Violation followed up with a Notice & Order to clean up the property.

September 15, 2010 **DIRECTIVE**

21)refer to 20

September 15, 2010 **PHONE CALL**

bldg. mgr. Craig Wright called. He can be reached at 741-7465 cell.

September 21, 2010 **Insp#: 1040039**

20}Status check of the property to ensure someone is cleaning the property up and removing all of the occupants due to lack of power

October 25, 2010 **PHONE CALL**

ed) Received a telephone call from Sergeant Wilson with Metro (544-6874). Metro was called out to property yesterday and today. People going in and out of property, trying to steal appliances. Need to secure property.

November 08, 2010 **DIRECTIVE**

21) 32 to follow up on this case

November 08, 2010 **NOTICE AND ORDER PROCESSING**

21)n&o mailed/cert to listed add and 20240 ne 12 ct, miami fl 33179-2605 per sewer.will refer file to 32 for posting on site.NOTE SAME OWNER AS 320 16TH CASE 94823

November 08, 2010 **NOTICE AND ORDER ISSUED**

November 08, 2010 **Insp#: 1043562**

32) 11-8-10 got case from Jim (20) today. Posted N&O on property C/B for Tony 11-19

November 09, 2010 **RECORDED DOCUMENT**

Ld) Recorded N&O

November 18, 2010	**BID PREPERATION**
	Prepare bids for RFQ.
November 18, 2010	**BID REQUEST SENT**
	Faxed RFQ to contractors. Bids due on 11-23-10
November 29, 2010	**BID REQUEST SENT**
	No bids received by contractors on 1st request. Sent RFQ to contractors (2nd request). Bids due 12-04.
December 07, 2010	**BID RECEIVED**
	Scanned & recorded bids received. 1-Amer Demo=$1300, 2-Weaver=$5820, 3-Triangle=$9600.
December 07, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
December 07, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
December 07, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
December 13, 2010	**10 DAY NOTICE PROCESSING**
	10 day letter sent to John Peel, 2040 NE 12th CT, Mlami, FL 33179 & Peel Joh, 321 N 16th St., Las Vegas, NV 89101. File given to #21 for posting.
December 13, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
December 13, 2010	**Insp#: 1060007**
	32) posted 10 day before N&O on property and took pictures. Failed today C/B 12-27
December 27, 2010	**PROCEED WITH ABATEMENT**
	32) gave to Tony to move forward with contractor
December 27, 2010	**Insp#: 1070731**
	32) 12-27-10 nothing done move forward with contractor failed today took pictures and gave to Tony 1-18
January 13, 2011	**PROCEED WITH ABATEMENT**
	21)refer file to office staff JR to continue contractor abatement
January 19, 2011	**ADMINSTRATIVE**
	Received approval from DS to proceed with PO request.
January 24, 2011	**BID AWARDED TO CONTRACTOR**
	Sent contractor award letter. Waiting start date.
January 25, 2011	**VIDEO REQUEST**
	Before Video Request sent to #21.
January 26, 2011	**PRE-ABATEMENT VIDEO**
	21)video in f drive photos in cc items file
March 09, 2011	**VIDEO REQUEST**
	Request After Video from #21.
March 09, 2011	**ADMINSTRATIVE**
	Invoice received. No dumping invoice was attached. Per #19, ask #21 to contact contractor.

March 10, 2011	**MEETING**	
	21)DSS met with contractor American Demo/Jack. work not complete, to CLV specs.boards not painted,shed not completely remove on sideyard. still some trash debris in yard.	
March 17, 2011	**POST-ABATEMENT VIDEO**	
	21)post video in f drive photos in cc items file	
March 17, 2011	**Insp#: 1074661**	
March 24, 2011	**CORRESPONDENCE RECEIVED/SENT**	
	Fax received from Linda at American Demo. Pending payment until dump receipt received.	
April 12, 2011	**ADMINSTRATIVE**	
	Per #21: fax Amer Demo demand letter for dump receipts. Letter scanned.	
April 19, 2011	**ADMINSTRATIVE**	
	Dump invoice received. Invoice receipted/scanned. Information inputted into Details. File given to #21.	
April 20, 2011	**CITY COUNCIL AGENDA PREP**	
	21)refer to office staff for CC agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	11/08/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/13/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	12/13/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	12/27/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/27/2010	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	01/27/2011	
NUISANCE ABATEMENT FEE	$1,300.00	U	04/19/2011	
ADMINISTRATIVE	$195.00	U	04/19/2011	

Total Amount Due: **$2,455.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	AMER DEMO	A	12/2/10

Bid Amount: 1,300.00
Bid Award Date: 1/24/11
Contractor Start Date:
Description:
Board all doors/windows. Remove structure in rear. Remove trash/debris, weeds/grass.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	TRIANGLE CONST	NA	12/2/10

Bid Amount: 9,600.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
1	NUISANCE	WEAVER	NA	12/2/10

Bid Amount: 5,820.00
Bid Award Date:
Contractor Start Date:
Description:

APN 139-35-212-085

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **JOHN A PEEL JR**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-35-212-085**
Commonly known as: **321 North 16th Street**
Legal Description: **FOURTEENTH STEET CITY ADD**
PLAT BOOK 1 PAGE 82
LOT 16 BLOCK 20

On **March 7, 2011**, 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 **$2,473.00** 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 **$54,550.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$57,023.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 1, 2011** ordered the above charges in the amount of **$57,023.00**, 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 #94492

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Public Hearing and possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 1017 East Bonanza Road in the amount of $38,121 (General Fund) and assess a maximum of $133,050 in daily civil penalties.
PROPERTY OWNER: BRYCE PETERS FIN CORP LLC - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $38,121
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
The condition of the property was a public hazard and an attractive nuisance. The Department of Building and Safety declared the property in violation and started legal notification. When no corrective action was taken nor an appeal filed, the Department of Building and Safety hired Weaver Construction to demolish the structures in compliance with Clark County Health regulations (bid must include asbestos removal), and remove all trash and debris, remove all high or dead vegetation and apply herbicide, and post no trespass sign. To date, there have been nineteen (19) inspections conducted at this location. The estimated value of the property based on Zillow.com is $55,500.

RECOMMENDATION:
That the City Council: Approve the report of expenses to include $25,100 invoice for Weaver Construction and $600 invoice for CamAir for asbestos survey in addition to other fees assessed for a total of $38,121 and consider assessing a maximum of $133,050 in daily civil penalties.

BACKUP DOCUMENTATION:
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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: June 1, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider the report of expenses to recover costs for abatement of dangerous building demolition located at 1017 East Bonanza Road in the amount of $38,121 (General Fund) and assess a maximum of $133,050 in daily civil penalties. PROPERTY OWNER: BRYCE PETERS FIN CORP LLC – Ward 5 (Barlow)

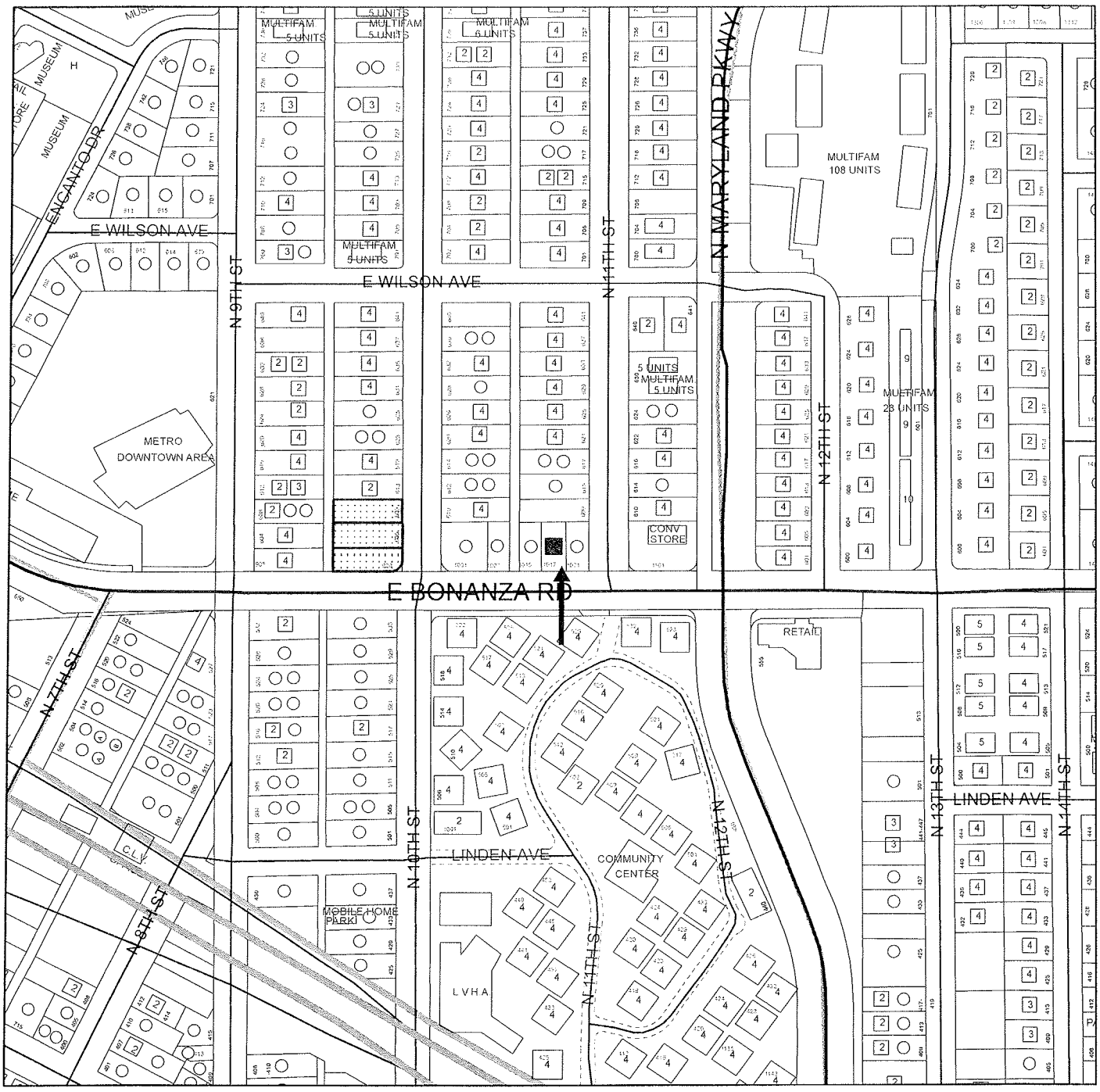
Weaver Construction completed work on April 20, 2011 at a cost of $25,100; CamAir conducted asbestos survey at a cost of $600; $2,706 in reinspection fees (w/late fees); $5,950 in civil penalties; plus a 15% administrative fee for a total of $38,121.

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.

1017 EAST BONANZA ROAD
CROSS STREETS - BONANZA//MARYLAND

City of Las Vegas Vicinity Map



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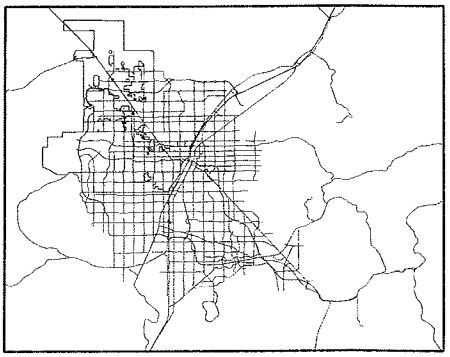
0 170 340 680 Feet



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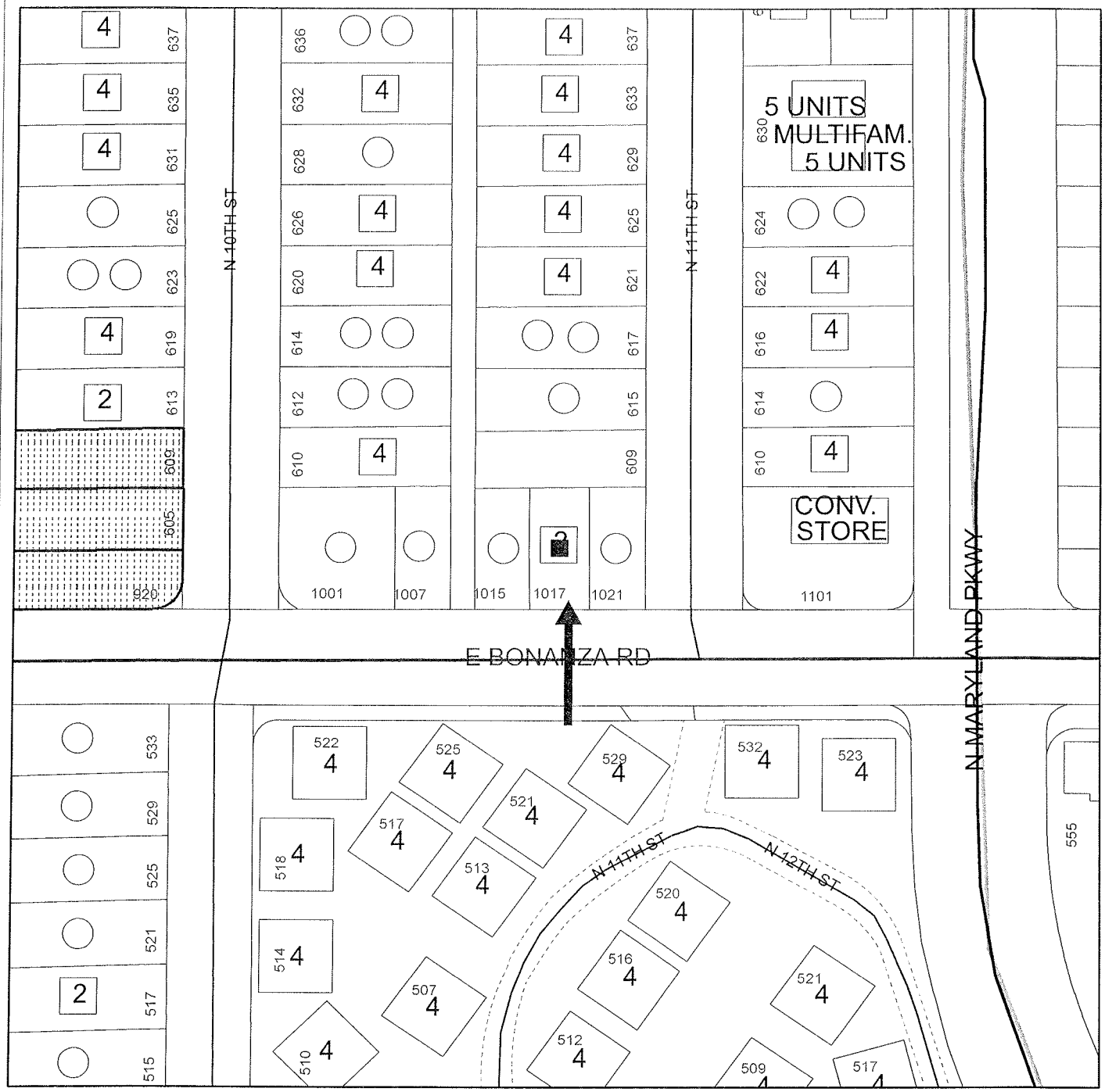
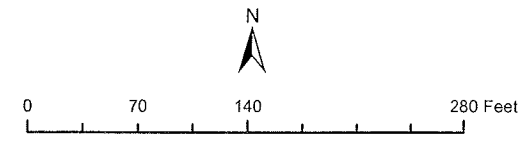
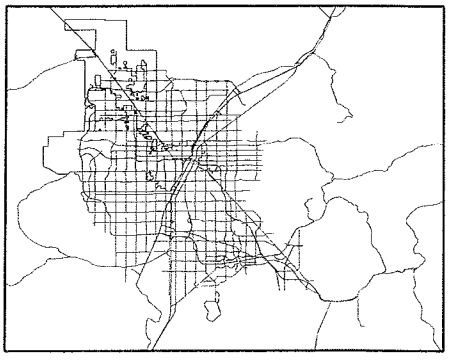
PLANNING & DEVELOPMENT

1017 EAST BONANZA ROAD
CROSS STREETS - BONANZA//MARYLAND

City of Las Vegas Vicinity Map







GIS maps are normally produced only to meet the needs of the City
Due to continuous development activity this map is for reference only
Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Memorandum

City of Las Vegas
Building and Safety Department

To: Beverly Bridges, MMC, City Clerk

From: Devin S. Smith, Manager – Neighborhood Response Division

CC: File

Date: May 12, 2011

Re: Report of Expenses for the abatement of dangerous building demolition located at 1017 East Bonanza Road - Ward 5 (Barlow)

LVMC Ordinance 5873 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the nuisance violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Building Demolition," the Department of Building and Safety caused the above-referenced property to be corrected by demolishing the structure(s) in compliance with Clark County Health regulations (bid must include asbestos removal), removing all trash and debris, removing all high/dead vegetation and applying herbicide, and posting a no trespass sign. The abatement was completed by Weaver Construction on April 20, 2011 at a cost of $25,100.00, which was accepted by the Department of Building and Safety.

Contract Amount Breakdown:	
Demolish structures.	$23,450.00
Remove all trash and debris.	$950.00
Remove all high/dead vegetation and apply herbicide.	$650.00
Post no trespass sign.	$50.00
AMOUNT DUE:	$25,100.00
Administrative Processing Fee:	$3,765.00
Asbestos Survey	$600.00
Sub-Total:	$29,465.00
Reinspection Fees (w/late fees):	$2,706.00
Civil Penalties:	$5,950.00
TOTAL AMOUNT DUE:	**$38,121.00**
Daily Civil Penalties – 278 days @ $500 a day (excluding civil penalty fees already assessed) July 17, 2010 to April 20, 2011	**$133,050.00**
MAXIMUM TOTAL:	**$171,171.00**
OWNER OF RECORD	BRYCE PETERS FIN CORP LLC
PROPERTY ABATED:	1017 East Bonanza Road
	Las Vegas, NV 89101
ASSESSOR PARCEL:	139-26-411-004
LEGAL DESCRIPTION:	STEWART ADD RESUB
	LOTS 10, 11, 12, 13 BLK 4
	PLAT BOOK 2 PAGE 50
	LOT 26 BLOCK 4

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

JUNE 1, 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, JUNE 1, 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 **1017 EAST BONANZA ROAD – Case No. 91888**. The Director of Building and Safety certifies that the sum of **$38,121.00**was expended and Civil Penalties in the sum of **$133,050.00**may be imposed for a total of **$171,171.00**. Owner of record at time of abatement: **BRYCE PETERS FIN CORP LLC – WARD 5 (BARLOW)**

If the City Council is satisfied with the report, it may order a lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

Printed with environmentally friendly soy ink

City of Las Vegas
Department of Building and Safety
Code Enforcement Case Report

Case # 91888

1017 E BONANZA RD - Map # 02326-92 Parcel 13926411004

Owner Information:

BRYCE PETERS FIN CORP L L C
2790 ROUNDEL WAY #500
RENO, NV 89502

Zoning Information: R-3(MEDIUM DENSITY RESIDENTIAL)

Case Comments: FIRE DAMAMAGED FOR MONTHS-NEIGHBOR STATED HE CALLED IT IN ALONG WITH 1007 BONANZA-BUILDING HAS 1019 ON IT. OPEN/ACCESSIBLE

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: June 15, 2010

Ward: 5

Date Case Resolved:

Source: CITZ

Property Info/Status: HOA: N Vacant: N Foreclosure: N Secure: N

Violations:

Violation

Violation Date **Status/Completed Date** **Location**
Comments

AB-005: UAC 301.1 PERMITS REQUIRED
7/3/10 OPEN Rear yard
Remove illegal structure or obtain all required building permits. Presently detached metal shed open deteriorated. Permits are also required if building is to be demolished.
7/21/10 OPEN
Licensed contractor to obtain demolition permitto remove all structures on site.

AB-006: 16.08.010 UDB SEC 403
7/3/10 OPEN FIRE DAMAGED BUILDING
OBTAIN BUILDING PERMITS TO RENOVATE BUILDING OR DEMOLISH ENTIRE STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS
Secure all structures to City of Las Vegas specifications. Presently several doors are open wirh broken hardware and unable to lock, broken windows, missing boards.

AB-006D: 16.08.010 UDB SEC 302 (04)
7/3/10 OPEN MAIN STRUCTURE
OBTAIN BUILDING DEPARTMENT PERMITS TO RENOVATE OR DEMOLISH STRUCTURE AND REMOVE ALL DEBRIS AND CONTENTS

AB-006F: 16.08.010 UDB SEC 302 (06)
7/3/10 OPEN
Structure is fire damaged with fallen roof.

AB-006K: 16.08.010 UDB SEC 302 (11)
7/3/10 OPEN MAIN STRUCTURE
OBTAIN BUILDING DEPARTMENT PERMITS TO RENOVATE BUILDING OR DEMOLISH ENTIRE STRUCTURE AND REMOVE DEBRIS AND CONTENTS

AN-003: 9.04.010 (4) REFUSE & WASTE
6/17/10 OPEN All areas
Includes deteriorated shed and dumped furniture in rear.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
6/17/10 OPEN All yards
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AN-008: 9.04.010 (7)(C) GRAFFITI

7/3/10 OPEN Structure

Paint over and keep maintained on a regular basis.

AV-003: 16.31 VACANT -STATEMENT INTENT

7/3/10 OPEN

Chronology of Events:

June 17, 2010	**CORRESPONDENCE RECEIVED/SENT**
	17) Cn1 mailed to owner: BRYCE PETERS FIN CORP L L C 2790 ROUNDEL WAY #500 RENO NV 89502-0000
June 17, 2010	**Insp#: 1002709**
	17) Residence fire damaged with high weeds and trash. Please contact opfficer 17 upon receipt at 229-5104. Supply permit information for rehab or demolition of structure. Refuse: Includes deteriorated shed and dumped furniture in rear. cn1 mailed, cb 6/28. Mailed to owner: BRYCE PETERS FIN CORP L L C, 2790 ROUNDEL WAY #500, RENO NV 89502-0000
June 17, 2010	**CORRECTION NOTICE ISSUED**
July 02, 2010	**Insp#: 1003822**
	17) Pix, assess fee $120. No change, switch to N&O.
July 03, 2010	**NOTICE AND ORDER REQUEST**
	17) To 21 with pix
July 03, 2010	**RESEARCH**
	17) No response from owner and no website for them. Safeguard Properties have taken this company to court for non-response to code violations all over the country.
July 03, 2010	**Insp#: 1010427**
	17) Adding violations only. Presently several doors are open wirh broken hardware and unable to lock, broken windows, missing boards.
July 07, 2010	**NOTICE AND ORDER PROCESSING**
	21)return file to 17 with n&o to post and mail
July 07, 2010	**NOTICE AND ORDER ISSUED**
July 07, 2010	**Insp#: 1010633**
	17) N&O posted, no change,
July 08, 2010	**ADMINSTRATIVE**
	Ld) N&O returned to #21 for Chris Knight's signature needed for recording
July 21, 2010	**BID REQUEST BY OFFICER**
	21)forward file with bid sheet to office staff to Liz
July 21, 2010	**Insp#: 1011754**
	17) Pix, assess fee. Demo report submitted by officer 20 (index#8). No change in condition. It was determined that fire damage necessitates demo. To 21 to continue with abatement.
July 29, 2010	**Insp#: 1017240**
	17) Pix, no change, continue with abatement,
August 03, 2010	**BID RECEIVED**
	ed) RECORDED & SCANNED ASBESTOS BIDS RECEIVED: 1-CamAir=$600; 2-Ninyo & Moore=$650

August 04, 2010	**Insp#: 1020928**
	17) Awaiting to post 10-day, no change in condition.
August 11, 2010	**Insp#: 1023370**
	17) No change in condition, asbestos bid awarded, one more week for 10-day.
August 19, 2010	**Insp#: 1025813**
	17) no change in condition, Asbetsto report back and now bids out for demo, sc 2 wks.
August 26, 2010	**BID RECEIVED**
	ed) RECORDED & SCANNED DEMO BIDS RECEIVED: 1-Amer Demo=$17,824; 2-Weaver=$25,100; 3-Lunas=$27,300
August 26, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
August 31, 2010	**10 DAY NOTICE PROCESSING**
	ed) Prep, scanned and sent 10-day Notice to Abate to: BRYCE PETERS FIN CORP LLC @ 2790 ROUNDEL WAY #500, RENO, NV 89502
September 02, 2010	**Insp#: 1029481**
	17) No change in condition. 10-day posted, earlier notices have been ripped off, cb 9/12
September 17, 2010	**Insp#: 1035559**
	17A) Pix, assess fee, no change. Continue with abatement.
September 23, 2010	**PROCEED WITH ABATEMENT**
	21)REFER TO OFFICE STAFF- LIZ TO PROCEED WITH ABATEMENT
September 30, 2010	**Insp#: 1041503**
	17) No change in condition, awaiting PO, sc 2 wks.
October 20, 2010	**EXTENSION REQUESTED/GRANTED**
	17) Per Liz, awaiting new PO as initial contractor dropped out. sc 2 wks.
October 27, 2010	**10 DAY NOTICE PROCESSING**
	17) New 10-day posted as new bid amount differs.
October 27, 2010	**10 DAY BEFORE ABATEMENT NOTICE**
November 10, 2010	**DIRECTIVE**
	21)hold all action on abatement- because bid is over 25,000 it must be approved by purchasing or CC action. LM will check with purchasing and let me know today.
November 10, 2010	**Insp#: 1046395**
	17) No change in condition, to 21 to award bid.
December 02, 2010	**Insp#: 1060861**
	17) No change in condition, awaiting PO and CC approval.
December 22, 2010	**EXTENSION REQUESTED/GRANTED**
	17) Per Liz, secomd request has been put in process with no start date.
January 05, 2011	**BID PREPERATION**
	Bid Prep.
January 05, 2011	**BID PREPERATION**
	Bid Prep.

January 05, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 01-10-11.	
January 11, 2011	**BID PREPERATION**	
	No bids received.	
January 11, 2011	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 1-18-10.	
January 19, 2011	**BID RECEIVED**	
	Recorded & Scanned bids received: 1-Weaver=$25,100; 2-Amer Demo=$25,660; 3-Lunas=$27,300; 4-Baldwin=$28,999; 5-CGI=$26,387	
January 19, 2011	**10 DAY NOTICE PROCESSING**	
	10 day sent to Bryce Peters FIN CORP LLC, 2790 Roundel Way #500, Reno, NV 89502. File given to #17 for posting.	
January 19, 2011	**10 DAY BEFORE ABATEMENT NOTICE**	
January 20, 2011	**Insp#: 1067292**	
	17) Pix, assess fee, Property remainis in same accessible condition,	
January 31, 2011	**Insp#: 1081561**	
	17) Pix. assess fee. award bid. No change in condition.	
February 02, 2011	**ADMINSTRATIVE**	
	Received Bid Approval from #21.	
February 02, 2011	**ADMINSTRATIVE**	
	Sent email to DS. Waiting for approval to proceed.	
February 15, 2011	**Insp#: 1084907**	
	17) Contract awarded to Weaver, per 21 they are inb processing of obtaining permits. No change in condition, sc 3 wks.	
March 02, 2011	**BID AWARDED TO CONTRACTOR**	
	Bid awarded to Weaver. Pending DEMO permits.	
March 09, 2011	**Insp#: 1090122**	
	17) No change, no dmeo permits showing, email to 21 to check with Weaver, sc 2 wks.	
April 06, 2011	**VIDEO REQUEST**	
	Before video request given to #21.	
April 07, 2011	**POST-ABATEMENT VIDEO**	
	21)post video in f drive,photos in cc items file	
April 12, 2011	**Insp#: 1098524**	
April 25, 2011	**ADMINSTRATIVE**	
	Invoice received.	
April 25, 2011	**VIDEO REQUEST**	
	After Video Request given to #21.	
April 25, 2011	**POST-ABATEMENT VIDEO**	
	21)post video in f drive, photos in cc items file	

April 25, 2011	**ADMINSTRATIVE**	
	Invoice scanned and recorded. Invoice receipted. File given to #21.	
April 25, 2011	**ADMINSTRATIVE**	
	Received completion date from Weaver.	
April 26, 2011	**CITY COUNCIL AGENDA PREP**	
	210refer file to LD to place on CC agenda	

Fees:

Fee Name	Amount	Status	Fee Added	Fee Paid
RESIDENTIAL INSPECTION FEE	$120.00	U	07/02/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/07/2010	
FIRST RESIDENTIAL CIVIL PENALTY	$150.00	U	07/07/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/21/2010	
SECOND RESIDENTIAL CIVIL PENALTY	$300.00	U	07/21/2010	
THIRD RESIDENTIAL CIVIL PENALTY	$500.00	U	07/29/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	07/29/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/04/2010	
FOURTH RESIDENTIAL CIVIL PENALTY	$500.00	U	08/04/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/11/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/11/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	08/19/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	08/19/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/02/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/02/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/17/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/17/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	09/30/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	09/30/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	11/10/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	11/10/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	12/02/2010	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	12/02/2010	
RESIDENTIAL REINSPECTION FEE	$180.00	U	01/20/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	01/20/2011	
LATE FEE	$12.00	U	01/25/2011	
LATE FEE	$18.00	U	01/25/2011	
RESIDENTIAL REINSPECTION FEE	$180.00	U	01/31/2011	
RECURRING RESIDENTIAL CIVIL PENALTY	$500.00	U	01/31/2011	
NUISANCE ABATEMENT FEE	$25,100.00	U	04/25/2011	
ADMINISTRATIVE	$3,765.00	U	04/25/2011	
ASBESTOS BID COSTS	$600.00	U	05/10/2011	

Total Amount Due: **$37,905.00**

Total Amount Paid: **$** -

Bid Information:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	ASBESTOS	CAMAIR	A	8/3/10

Bid Amount: 600.00
Bid Award Date:
Contractor Start Date:
Description:
Asbestos Survey

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
2	ASBESTOS	NINYO & MOORE	NA	8/3/10

Bid Amount: 650.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
3	VACANT	WEAVER	A	8/26/10

Bid Amount: 25,100.00
Bid Award Date: 3/2/11
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
3	VACANT	AMER DEMO	C	8/26/10

Bid Amount: 17,824.00
Bid Award Date:
Contractor Start Date:
Description:
DEMOLISH ALL STRUCTURES, REMOVE REFUSE/WASTE AND HIGH/DEAD VEGETATION. POST "NO TRESPASS" SIGN.

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
3	VACANT	LUNAS	NA	8/26/10

Bid Amount: 27,300.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
4	NUISANCE	CGI	NA	1/19/11

Bid Amount: 26,387.00
Bid Award Date:
Contractor Start Date:
Description:

BIDNO	ABATETYPE	CONTRACTOR	STATUS	RECEIVED
4	NUISANCE	BALDWIN	NA	1/19/11

Bid Amount: 28,999.00
Bid Award Date:
Contractor Start Date:
Description:

4	NUISANCE	LUNAS	NA	1/19/11

Bid Amount: 27,300.00
Bid Award Date:
Contractor Start Date:
Description:

4	NUISANCE	AMER DEMO	NA	1/19/11

Bid Amount: 25,660.00
Bid Award Date:
Contractor Start Date:
Description:

4	NUISANCE	WEAVER	P	1/19/11

Bid Amount: 25,100.00
Bid Award Date:
Contractor Start Date:
Description:

Demolish structure to CLV specifications. Remove refuse/waste/dead vegetation. Post "No Trespass".

APN 139-26-411-004

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **BRYCE PETERS FIN CORP LLC**
Reputed Owner(s) at time of abatement.

Assessor's Parcel No.: **139-26-411-004**
Commonly known as: **1017 East Bonanza Road**
Legal Description: **STEWART ADD RESUB**
LOTS 10, 11, 12, 13 BLK 4
PLAT BOOK 2 PAGE 50
LOT 26 BLOCK 4

On **April 20, 2011**, 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 **$38,121.00** 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 **$133,050.00** were levied against the property as for violation(s) of Municipal Code 9.04.010 for a total charge in the amount of **$171,171.00** assessed against the property.

The Las Vegas City Council, at a duly noticed public hearing held on **June 1, 2011** ordered the above charges in the amount of **$171,171.00**, 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 #91888

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1309 North 22nd Street in the amount up to $57,104.09. PROPERTY OWNER: BANK CITIBANK N A TRS - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Michael Panaro, representative of owner J P Morgan Chase Bank, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on August 4, 2010. The case was generated on January 24, 2009. One abatement action was conducted on this property on December 18, 2009. The lien was recorded at Clark County Recorder's Office on April 14, 2010. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated March 21, 2011 from Michael Panaro, representative of owner J P Morgan Chase Bank, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 1, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1309 North 22nd Street in the amount up to $57,104.09. PROPERTY OWNER: BANK CITIBANK N A TRS – Ward 3 (Reese)

Today's hearing is a request from Michael Panaro, representative of owner J P Morgan Chase Bank, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on August 4, 2010. The case was generated on January 24, 2009. There was one abatement action conducted on this property December 18, 2009. The lien was recorded at Clark County Recorder's Office on April 14, 2010. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated March 21, 2011, from Michael Panaro, representative of owner J P Morgan Chase Bank, requesting the civil penalties be waived.

Fees associated with the one abatement and inspections including interest total $7,104.09. To date, no payments have been made. Total owed on the case with civil penalties $57,104.09.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY
Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Response Division
Attn: Devin S. Smith
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 03/21/2011

Location and/or address of subject property:

Nearest major intersection: E. Owens Avenue

Street Address: 1309 N. 22nd Street

Parcel Number: 139-26-512-006

Applicant's Address/Contact Information:
Name: JPM Chase Bank / Michael Panaro
(please check the following the applies)
☑ Owner ☐ Purchaser ☐ Agent ☐ Other *(explain)*_____
Street Address/PO Box: 7301 Baymeadows Way
City: Jacksonville State: FL Zip Code: 32256
Phone No: 321-768-5589 E-mail: karen.tuletta-schell@chase.com Fax No: 949-252-1032 (Malcolm Cisneros Attorney)

Property Owner's Address/Contact Information: (if different from applicant):
Name:_____
Street Address/PO Box:_____
City:_____ State:_____ Zip Code:_____
Phone No:_____ E-mail:_____ Fax No:_____

Amount of City of Las Vegas Lien on the Property: $ _____

Amount requested to be considered for waiving and/or reduced? $ _____

Signature of Applicant: [signature] Date: 3/22/11

Signature of Owner: [signature] Date: 3/22/11
MICHAEL PANARO, AVP

For Office Use Only:
Council Ward: Case/File Number: Council Action date of Lien:

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

We acquired this property through foreclosure on 08/19/2010. Unfortunately, the fines on this property were not paid according to our policy and also did not roll into REO timely. Once the property came into the REO department, it was immediately assigned to our supplier who brought it into compliance.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

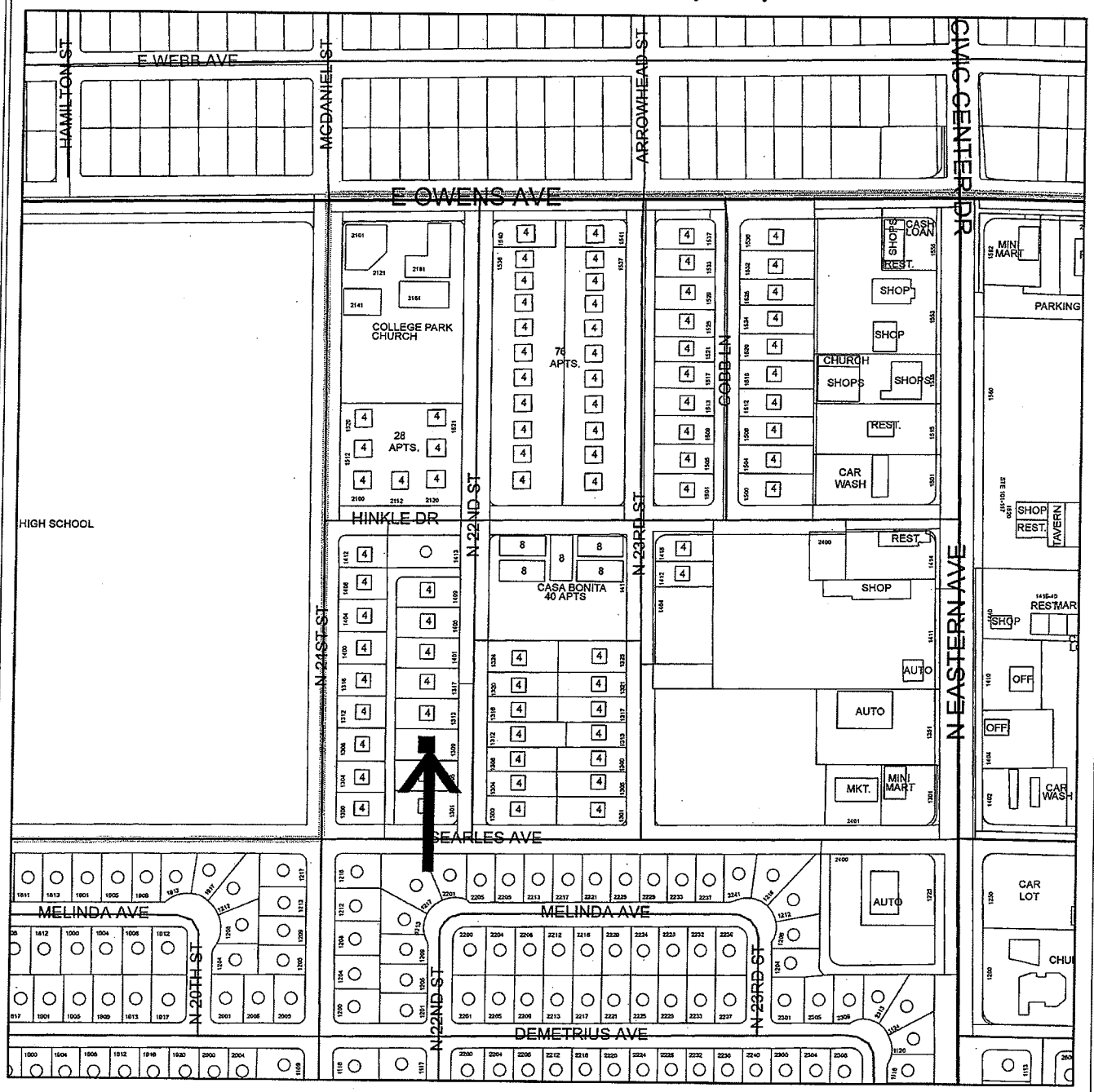
Property is in compliance.

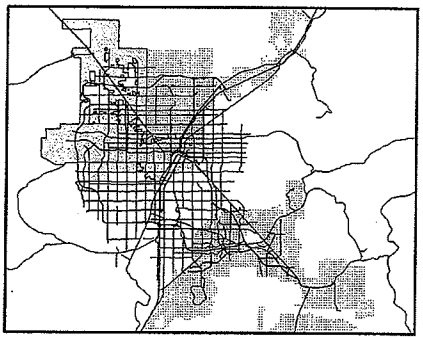
Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

Property is in compliance.

1309 N 22ND STREET
CROSS STREETS - EASTERN//OWENS

City of Las Vegas Vicinity Map





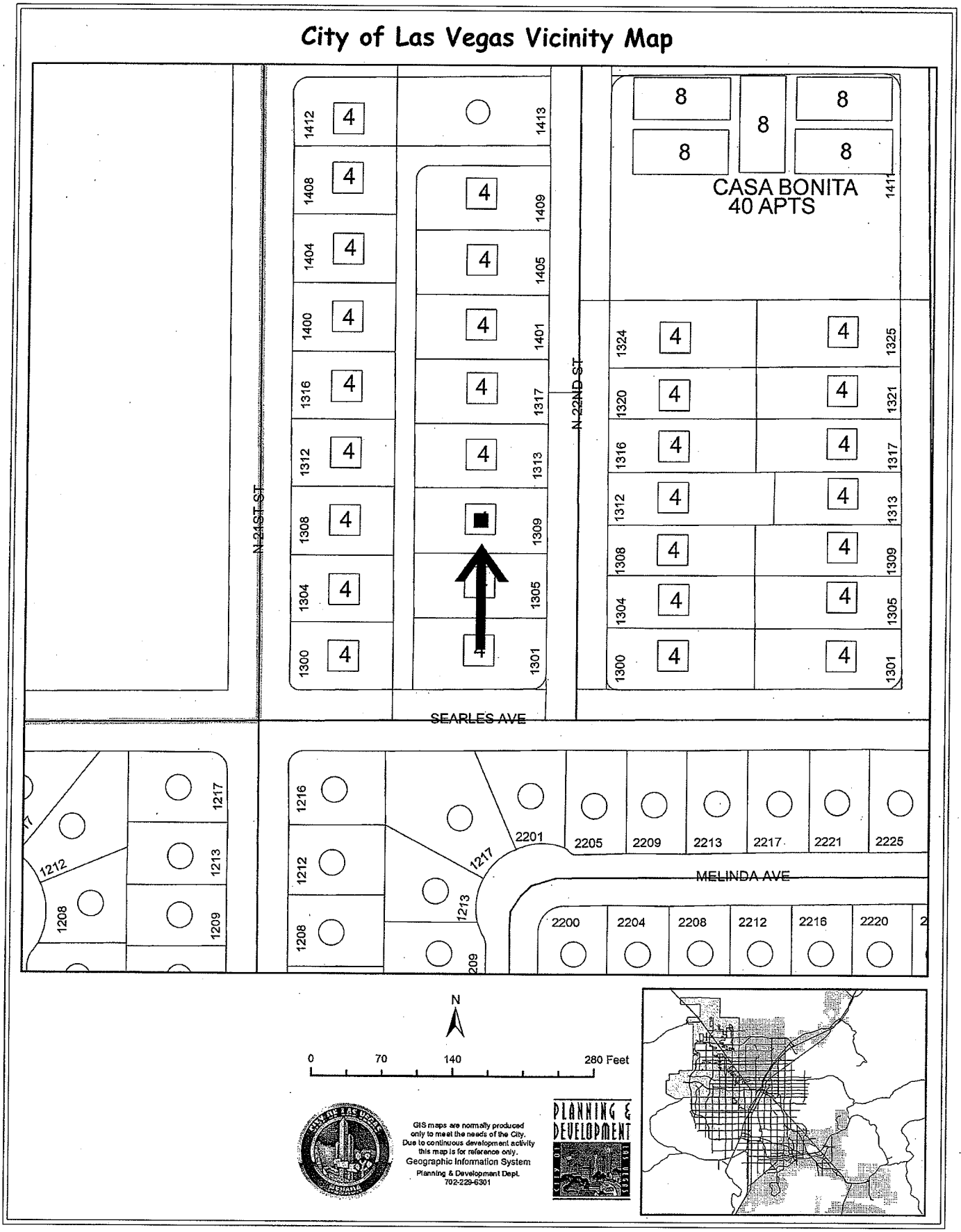
N

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

1309 NORTH 22ND STREET
CROSS STREETS - EASTERN//OWENS



Financial Overview:

Total Amount Assessed:	$56,973.30	***Council date August 4, 2010***
Amounts Paid:	-$0.00	
Total Balance owed:	$56,973.30	
Amount Requested to be waived:	$50,000.00	

FINANCIAL BREAKDOWN:

ABATEMENT FEES	$1,448.00	
Subcontractor Expenses:	$0.00	
Admin Fees (15%):	$217.20	
Inspection Fees:	$1,440.00	
Late Fees:	$162.00	
Penalties per failed inspection:	$3,706.10	
Sub-total	$6,973.30	Staff recommends that none of the abatement fees be waived
Daily Civil Penalties:	$50,000.00	
Interest accrued	$130.79	Calculated by Finance and Business Services
GRAND TOTAL related to this case	$57,104.09	
Payments	-$0.00	
BALANCE DUE (w/ daily civil penalties)	**$57,104.09**	
Remaining Abatement Fees Due	$7,104.09	
Remaining Daily Civil Penalties Due	$50,000.00	

Waiver Option:
Daily Civil Penalties **$0.00**

Outstanding Balance: **$57,104.09**

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARINGS

JUNE 1, 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, JUNE 1, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1309 NORTH 22ND STREET – Case No. 74828.** The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$57,104.09** were imposed. Owner of record: **BANK CITIBANK N A TRS – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may release the lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1429 Virgil Street in the amount up to $28,723.18. PROPERTY OWNER: VIRGIL STREET TRUST - Ward 3 (Reese)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Iyad Haddad, owner, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on November 18, 2009. The case was generated on June 11, 2009. One abatement action conducted on this property on August 31, 2009. The lien was recorded at Clark County Recorder's Office on November 24, 2009. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated April 4, 2011, from Iyad Haddad, owner, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 1, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 1429 Virgil Street in the amount up to $28,723.18. PROPERTY OWNER: VIRGIL STREET TRUST – Ward 3 (Reese)

Today's hearing is a request from Iyad Haddad, owner, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on November 18, 2009. The case was generated on June 11, 2009. There was one abatement action conducted on this property August 31, 2009. The lien was recorded at Clark County Recorder's Office on November 24, 2009. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated April 4, 2011, from Iyad Haddad, owner, requesting the civil penalties be waived.

Fees associated with the one abatement and inspections including interest total $4,173.18. To date, no payments have been made. Total owed on the case with civil penalties $28,723.18.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Response Division
Attn: Devin S. Smith
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 4-4-11

Location and/or address of subject property:

Nearest major intersection: Owens / Pecos

Street Address: 1429 Virgil St LV, NV 89110

Parcel Number: 140-30-111-058

Applicant's Address/Contact Information:
Name: Eddie Haddad
(please check the following the applies)
☐ Owner ☒ Purchaser ☐ Agent ☐ Other *(explain)* trustee Sale
Street Address/PO Box: 900 Las Vegas Blvd #810
City: Las Vegas State: NV Zip Code: 89101
Phone No: 702-491-5812 E-mail: eddie@hyelotte.com Fax No: 702-380-2801

Property Owner's Address/Contact Information: (If different from applicant):
Name: _____
Street Address/PO Box: _____
City: _____ State: _____ Zip Code: _____
Phone No: _____ E-mail: _____ Fax No: _____

Amount of City of Las Vegas Lien on the Property: $ 28,544.35

Amount requested to be considered for waiving and/or reduced? $ 24,000

Signature of Applicant: _____ Date: 4-4-11

Signature of Owner: _____ Date: _____

For Office Use Only:
Council Ward: _____; Case/File Number: _____; Council Action date of Lien: _____

REQUEST FOR WAIVER AND OR REDUCTION OF CIVIL PENALTIES

ADDENDUM

April 4th, 2011

RE: 1429 Virgil St

Las Vegas NV 89110

A. Iyad Haddad acquired this property via a trustee sale on April 4th, 2011, with every intent to give a major facelift to this property. I am fast, and will make property nicest looking house on the block.

I am requesting a reduction of civil penalties because I had nothing to do with this neglect. In fact, now that I took over, I will quickly make it look like a new house. That's my assurance.

B. This property was in major shambles for a long time, and although the City has spent a lot of money fixing it and making it appealing from the outside, with time, it has gotten to be in bad shape again.

C. When I say face lift, I mean it. Tomorrow, expect Republic Services dumpsters, where all the rubbish will be thrown out. New roof, stucco repairs and replacements, landscape trim, reset gates and fence, remove and replace broken windows, clean graffiti. Not just compliant, but also to make it a pride of ownership home.

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

See attachment

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

See attachment

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

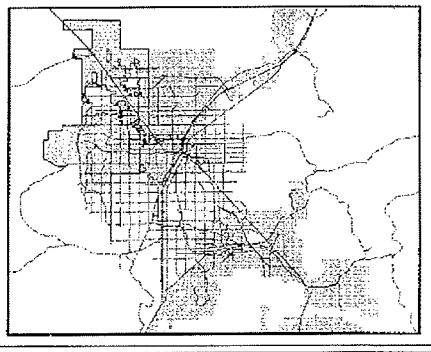
See attachment

1429 VIRGIL STREET
CROSS STREETS OWENS///PECOS

City of Las Vegas Vicinity Map

N

0 165 330 660 Feet



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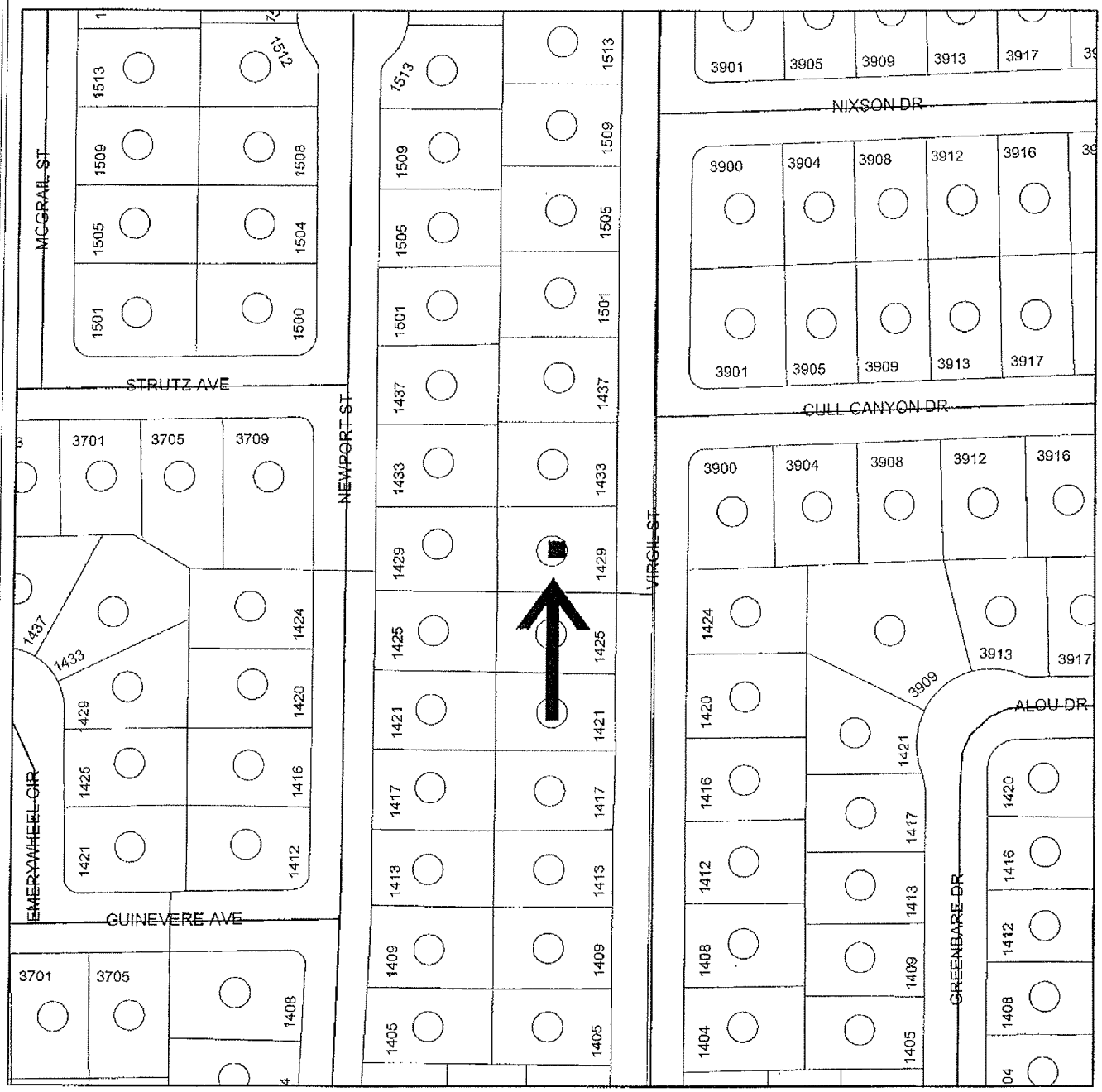
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT

1429 VIRGIL STREET
CROSS STREETS OWENS///PECOS

City of Las Vegas Vicinity Map



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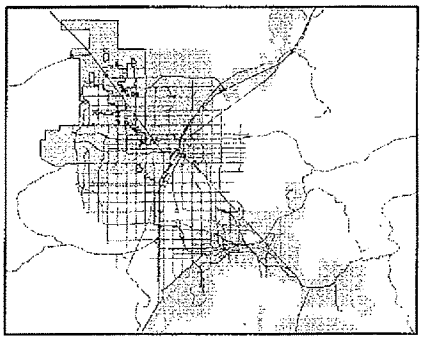
Geographic Information System
Planning & Development Dept.
702-229-6301

PLANNING & DEVELOPMENT



Financial Overview:

Total Amount Assessed:	$28,544.35	***Council date November 18, 2009***
Amounts Paid:	-$0.00	
Total Balance owed:	$28,544.35	
Amount Requested to be waived:	$24,550.00	

FINANCIAL BREAKDOWN:

ABATEMENT FEES	$1,409.00	
Subcontractor Expenses:	$0.00	
Admin Fees (15%):	$211.35	
Inspection Fees:	$840.00	
Late Fees:	$84.00	
Penalties per failed inspection:	$1,450.00	
Sub-total	$3,994.35	Staff recommends that none of the abatement fees be waived
Daily Civil Penalties:	$24,550.00	
Interest accrued	$178.83	Calculated by Finance and Business Services
GRAND TOTAL related to this case	$28,723.18	
Payments	-$0.00	
BALANCE DUE (w/ daily civil penalties)	**$28,723.18**	
Remaining Abatement Fees Due	$4,173.18	
Remaining Daily Civil Penalties Due	$24,550.00	

Waiver Option:

Daily Civil Penalties	**$0.00**
Outstanding Balance:	**$28,723.18**

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARINGS

JUNE 1, 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, JUNE 1, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

> Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **1429 VIRGIL STREET – Case No. 78886**. The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$28,723.18** were imposed. Owner of record: **VIRGIL STREET TRUST – WARD 3 (REESE)**

If the City Council is satisfied with the report, it may release the lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

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TTY 702.386.9108
www.lasvegasnevada.gov

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:
Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 4245 Amethyst Avenue in the amount up to $45,118.50. PROPERTY OWNER: GOODRICH & PENNINGTON MORTGAGE FUND - Ward 6 (Ross)

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source: General Fund
Dept./Division: Building and Safety/Neighborhood Response

PURPOSE/BACKGROUND:
Today's hearing is a request from Goodrich & Pennington Mortgage Fund, owner, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on February 16, 2011. The case was generated on April 8, 2010. One abatement action was conducted on this property on July 20, 2010. The lien was recorded at Clark County Recorder's Office on March 2, 2011. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated March 4, 2011, from Goodrich & Pennington Mortgage Fund, owner, requesting the civil penalties be waived.

RECOMMENDATION:
No Recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Request for Waiver and Reduction Application
3. Location Maps
4. Spreadsheet of Charges Accrued
5. Notice of Public Hearing

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: June 1, 2011
DEPARTMENT: Building and Safety
ITEM DESCRIPTION: Public Hearing and possible action to consider a request for a waiver and/or reduction of fees and/or civil penalties for the property located at 4245 Amethyst Avenue in the amount up to $45,118.50. PROPERTY OWNER: GOODRICH & PENNINGTON MORTGAGE FUND – Ward 6 (Ross)

Today's hearing is a request from Goodrich & Pennington Mortgage Fund, owner, to consider a waiver and/or reduction of fees imposed on the parcel at the City Council meeting on February 16, 2011. The case was generated on April 8, 2010. There was one abatement action conducted on this property July 20, 2010. The lien was recorded at Clark County Recorder's Office on March 2, 2011. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated March 4, 2011, from Goodrich & Pennington Mortgage Fund, owner, requesting the civil penalties be waived.

Fees associated with the one abatement and inspections including interest total $5,068.50. To date, no payments have been made. Total owed on the case with civil penalties $45,118.50.

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY
CITY OF LAS VEGAS
Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Neighborhood Response Division
Attn: Devin S. Smith
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 3/4/11

Location and/or address of subject property:

Nearest major intersection: W. Craig Rd. and N. Torrey Pines Drive

Street Address: 4245 Amethyst Avenue

Parcel Number: 132-02-315-059

Applicant's Address/Contact Information:
Name: Goodrich & Pennington Mortgage Fund Inc.
(please check the following the applies)
□ Owner □ Purchaser □ Agent ☒ Other *(explain)* Mortgagee
Street Address/PO Box: 336 West College Avenue
City: Santa Rosa State: CA Zip Code: 95401
Phone No: 707-576-8282 E-mail: joverholt@gpmfi.com Fax No: 707-576-8282

Property Owner's Address/Contact Information: (if different from applicant):
Name:
Street Address/PO Box:
City: State: Zip Code:
Phone No: E-mail: Fax No:

Amount of City of Las Vegas Lien on the Property: $ 45,118.50

Amount requested to be considered for waiving and/or reduced? $ 40,050.00

Signature of Applicant: Paul E. Dennigt, President Date: 3-4-11

Signature of Owner: Paul E. Dennigt, President Date: 3-4-11

For Office Use Only:
Council Ward: 6 ; Case/File Number: 88724 ; Council Action date of Lien:

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

This is a vacant lot that Goodrich & Pennington Mortgage Fund Inc. took back in foreclosure on February 3, 2011. We do not object to paying the $5,068.50 paid for the hauling away of the debris. We feel the $40,050 penalty is not applicable to this situation.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

FYI - this property was vandalized over a year ago. Police had informed us and the borrower not to do anything – to leave the property alone to preserve the evidence until after the trial. Shortly there after, the borrower ended all communications and failed to sign over the property as promised. We had to wait seven months for the foreclosure to be completed.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

We have hired a local real estate broker who will market and sell the vacant lot.

4245 AMETHYST AVENUE
CROSS STREETS - CRAIG//TORREY PINES

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

4245 AMETHYST AVENUE
CROSS STREETS - CRAIG//TORREY PINES

City of Las Vegas Vicinity Map

N

0 70 140 280 Feet

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Geographic Information System
Planning & Development Dept
702-229-6301

PLANNING & DEVELOPMENT

Financial Overview:

Total Amount Assessed:	$45,118.50	*Council date February 16, 2011*
Amounts Paid:	-$0.00	
Total Balance owed:	$45,118.50	
Amount Requested to be waived:	$40,050.00	

FINANCIAL BREAKDOWN:

ABATEMENT FEES	$2,950.00	
Subcontractor Expenses:	$0.00	
Admin Fees (15%):	$442.50	
Inspection Fees:	$660.00	
Late Fees:	$66.00	
Penalties per failed inspection:	$950.00	
Sub-total	$5,068.50	Staff recommends that none of the abatement fees be waived
Daily Civil Penalties:	$40,050.00	
GRAND TOTAL related to this case	$45,118.50	
Payments	-$0.00	
BALANCE DUE (w/ daily civil penalties)	**$45,118.50**	
Remaining Abatement Fees Due	$5,068.50	
Remaining Daily Civil Penalties Due	$40,050.00	

Waiver Option:

Daily Civil Penalties	**$0.00**
Outstanding Balance:	**$45,118.50**

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
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STAVROS S. ANTHONY

ELIZABETH N. FRETWELL
CITY MANAGER

NOTICE OF PUBLIC HEARINGS

JUNE 1, 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, JUNE 1, 2011,** at the hour of **1:00 P.M.** in the City Council Chambers, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the waiver and/or reduction of abatement costs, daily civil penalties and accrued interest submitted by the Director of Building and Safety for:

Waiver and/or reduction of abatement costs, daily civil penalties and accrued interest for the violations on the property located at **4245 AMETHYST AVENUE – Case No. 88724**. The Director of Building and Safety certifies that abatement costs, daily civil penalties and accrued interest in the total sum of **$45,118.50** were imposed. Owner of record: **GOODRICH & PENNINGTON MORTGAGE FUND – WARD 6 (ROSS)**

If the City Council is satisfied with the report, it may release the lien of assessment recorded against the property. Any person affected by the proposed charge may file a written protest with the City Clerk any time prior to the hearing. Each protest must contain a description of the property and the grounds for the protest.

BEVERLY K. BRIDGES
CITY CLERK

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

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City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: JUNE 1, 2011

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

SUBJECT:

EOT-41498 - EXTENSION OF TIME – SPECIAL USE PERMIT - APPLICANT: MLK GAS MART - OWNER: JAE KWON, JI KWON, BOK KWON - Request for an Extension of Time of a previously approved Special Use Permit (SUP-37198) TO ADD A GAMING ESTABLISHMENT, GENERAL BUSINESS-RELATED USE (FOUR GAMING MACHINES) WITHIN AN EXISTING CONVENIENCE STORE at 1600 North Martin L King Boulevard (APN 139-21-804-006), C-1 (Limited Commercial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

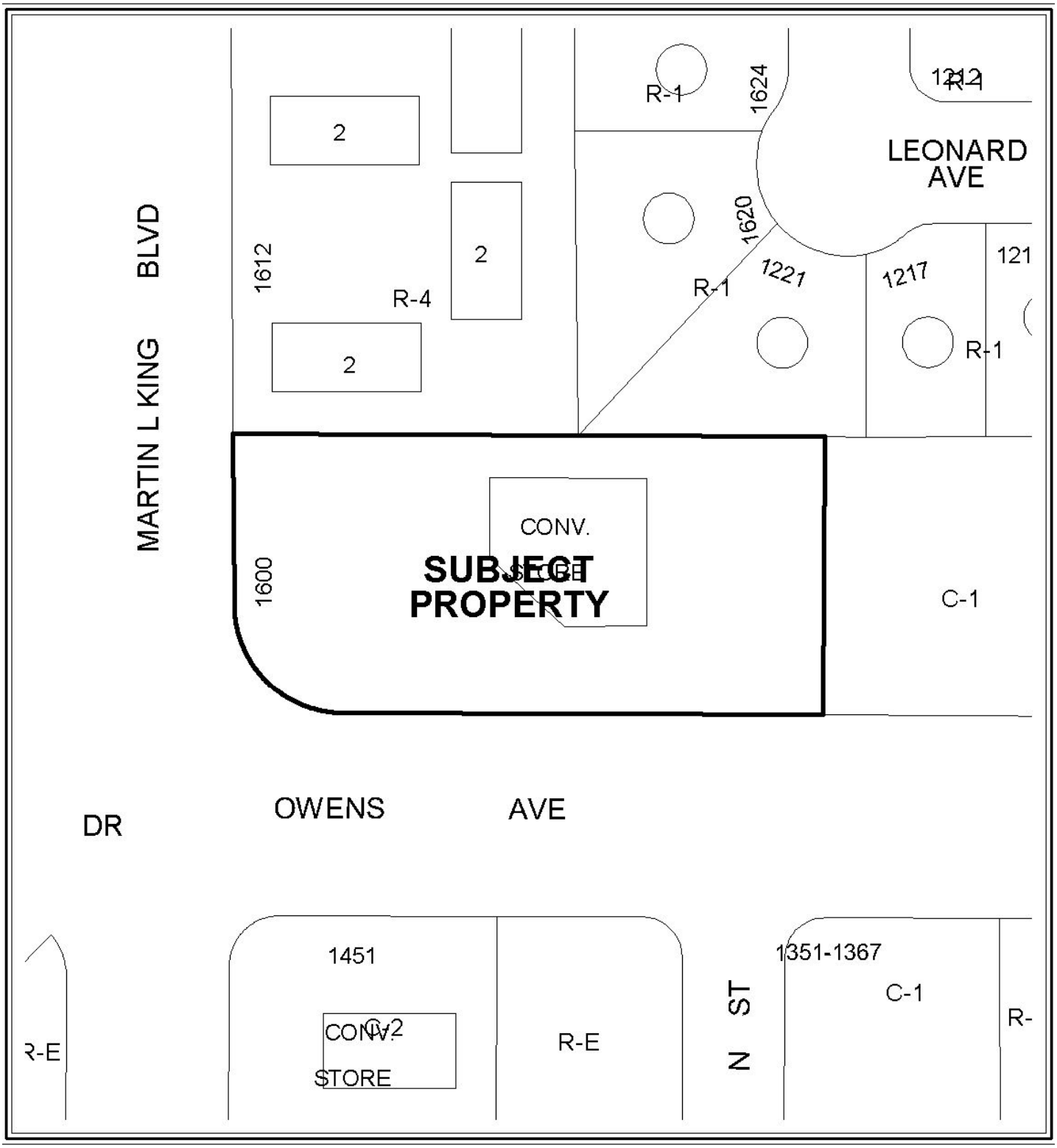
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. City Council Approval Letter for SUP-37198
5. Justification Letter



CASE: EOT-41498

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

CASE: EOT-41498

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MLK GAS MART - OWNER: JAE KWON, JI KWON, BOK KWON

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-41498	Staff recommends APPROVAL, subject to conditions:	None

** CONDITIONS **

EOT-41498 CONDITIONS

Planning

1. This Special Use Permit (SUP-37198) shall expire on April 7, 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-37198) 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 located within a C-1 (Limited Commercial) zoning district with previous approval for a Special Use Permit (SUP-37198) to add a Gaming Establishment, General Business-Related use (four gaming machines) within the existing Convenience Store located at 1600 North Martin L. King Boulevard. The applicant is requesting an Extension of Time to allow the Nevada Gaming Control Board to process their request for a gaming license.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/18/94	The City Council approved a request for Rezoning (Z-0005-94) from R-4 (Apartment Residence) and R-3 (Limited Multiple Residence) to C-1 (Limited Commercial) for a proposed Convenience Store with Gasoline Sales on property generally located on the northeast corner of Owens Avenue and Martin L. King Boulevard. The Planning Commission recommended approval.
07/20/94	The City Council approved a request for a Special Use Permit (U-0080-94) for the sale of beer and wine and the sale of gasoline at a proposed Convenience Store at the northeast corner of Owens Avenue and Martin L. King Boulevard. The Board of Zoning Adjustments recommended approval.
04/21/04	The City Council approved a request for a Special Use Permit (SUP-3875) for Gasoline Sales in conjunction with a 4,500 square-foot Convenience Store at 1600 North Martin L. King Boulevard. The Planning Commission and staff recommended approval.
04/07/10	The City Council approved a request for a Special Use Permit (SUP-37198) to add a Gaming Establishment, General Business-Related use (four gaming machines) within an existing Convenience Store at 1600 North Martin L. King Boulevard. The Planning Commission and staff recommended approval.
04/04/11	A Code Enforcement case (99967) was processed for missing landscaping and illegal signs at 1600 North Martin L. King Boulevard. The case is still open.

Most Recent Change of Ownership	
02/23/06	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/25/08	A business license (C05-02361) was issued for Tobacco Sales at 1600 North Martin L. King Boulevard. The license is still active.
02/06/08	A business license (C15-00327) was issued for a Convenience Store at 1600 North Martin L. King Boulevard. The license is still active.
11/20/08	A business license (R06-00608) was issued for Take Out Food at 1600 North Martin L. King Boulevard. The license is still active.
08/09/10	A business license (C07-04042) was issued for Clothing sales at 1600 North Martin L. King Boulevard. The license is still active.
There have been no 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	0.90

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Convenience Store	C (Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residential	MXU (Mixed-Use)	R-4 (High Density Residential)
	Single Family Residential	L (Low Density Residential)	R-1 (Single Family Residential)
South	Convenience Store	C (Commercial)	C-2 (General Commercial)
	Undeveloped Land	C (Commercial)	R-E (Residential Estates)
East	Undeveloped Land	C (Commercial)	C-1 (Limited Commercial)
West	Retail Establishment and Parking Lot	LI/R (Light Industry/Research)	C-PB (Planned Business Park)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
West Las Vegas Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the first request for an Extension of Time of a previously approved Special Use Permit (SUP-37198) to add a Gaming Establishment, General Business Related use (four gaming machines) within an existing Convenience Store located at 1600 North Martin L. King Boulevard. The site is located in a C-1 (Limited Commercial) zoning district.

Title 19.16.110 of the Unified Development Code deems a Special Use Permit exercised upon the issuance of a business license for the use.

FINDINGS

The Special Use Permit (SUP-37198) had 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 as their gaming license is pending at the Nevada Gaming Control Board and additional time is needed to allow the process to be completed. 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-37198) shall be required.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

DS

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-41498** APN: 139-21-804-006

Name of Property Owner: JAE KWON & JI KWON (60 %) & BOK SOO KWON (40%)

Name of Applicant: KWON MANAGEMENT, INC dba MLK GAS MART

Name of Representative: TAYLOR CONSULTING GROUP c/o Nathaniel Taylor

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

RECEIVED
APR 20 2011
City of Las Vegas

Signature of Property Owner: Jae Ji Kwon

State of: NV
County of: Clark

Print Name: JAE S. KWON

Subscribed and sworn before me

This 19th day of April, 20 11

Evelyn E. Suarez clark, NV
Notary Public in and for said County and State

EVELYN E. SUAREZ
Notary Public-State of Nevada
APPT. NO. 09-8977-1
My App. Expires January 08, 2013

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: EXTENTION OF TIME

Project Address (Location) 1600 MARTIN LUTHER KING BLVD., LV, NV 89106

Project Name KWON MANAGMENT INC dba MLK GAS MART **Proposed Use** _____

Assessor's Parcel #(s) 139-21-804-006 **Ward #** 5

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information WE ARE RESPECTFULLY ASKING FOR AN EXTENSION OF TIME OF TIME ON OUR SUP--WHILE OUR GAMING APPLICATION IS STILL PENDING.

PROPERTY OWNER JAE KWON, JI KWON, BOK KWON **Contact** BOK KWON

Address 1600 MARTIN LUTHER KING BLVD. **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89106

E-mail Address _____

APPLICANT MLK GAS MART **Contact** BOK KWON

Address 1600 MARTIN LUTHER KING BLVD. **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89106

E-mail Address _____

REPRESENTATIVE TAYLOR CONSULTING GROUP **Contact** NATHANIEL TAYLOR

Address P.O. BOX 750521 **Phone:** (702) 280-6175 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89136

E-mail Address info@thetaylorconsultinggroup.com

Property Owner Signature* Jae Ji Kwon

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JAE KWON

Subscribed and sworn before me State of NV County of Clark

This 19th day of April, 20 11.

Evelyn E. Suarez

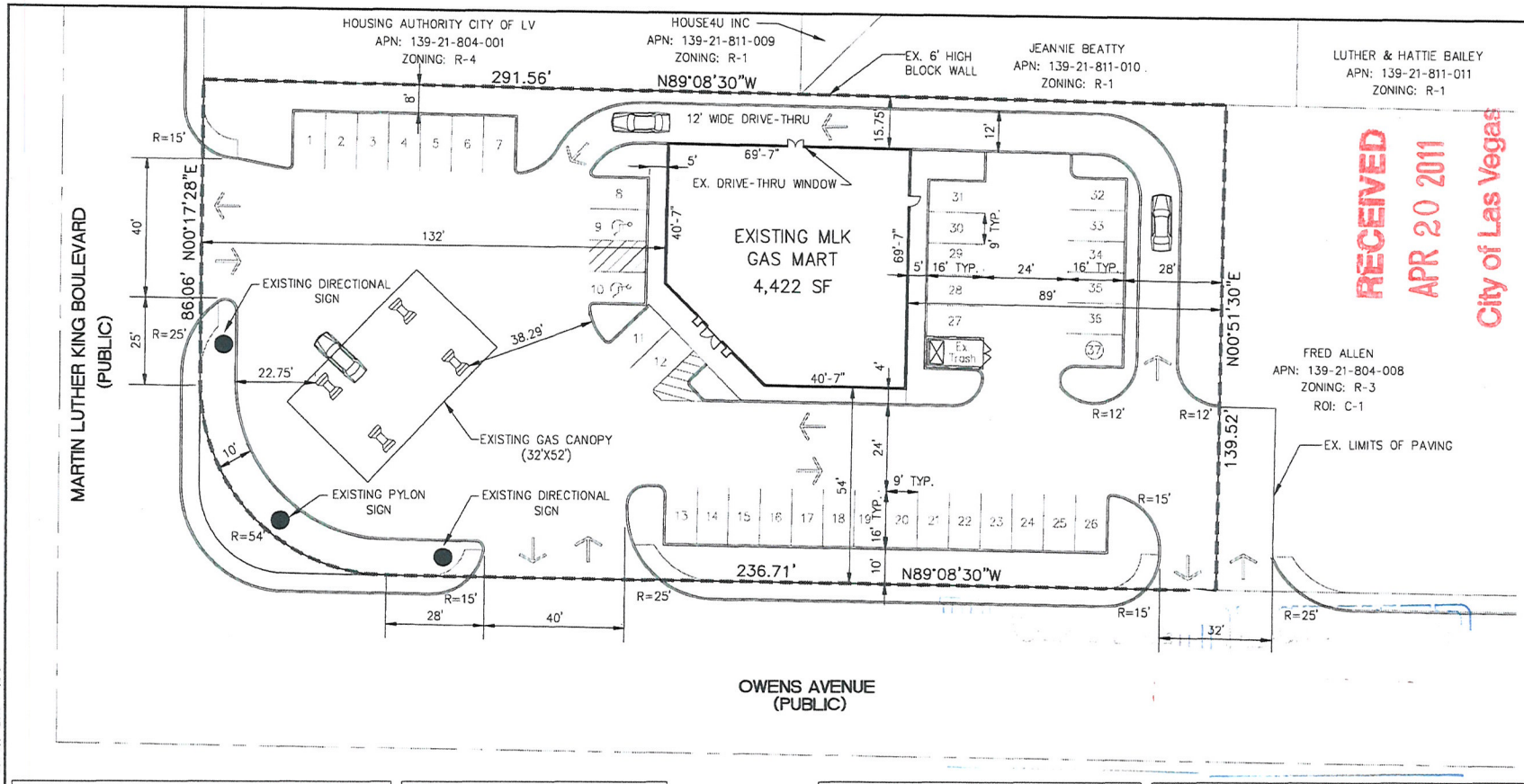
Notary Public in and for said County and State

EVELYN E. SUAREZ
Notary Public-State of Nevada
APPT. NO. 09-8977-1
My App. Expires January 08, 2013

FOR DEPARTMENT USE ONLY

Case #	EOT-41498
Meeting Date:	6-1-11
Total Fee:	300
Date Received:*	4-20-11
Received By:	FS

*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.



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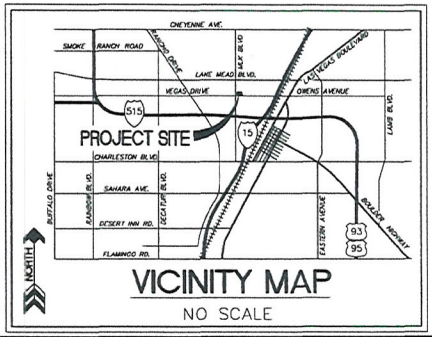
City of Las Vegas



VICINITY MAP
NO SCALE

LEGEND

- BACK OF CURB
- FACE OF CURB
- EGDE OF PAVEMENT
- PROPERTY LINE
- 29 PARKING STALL COUNT
- INGRESS/EGRESS ARROWS
- GAS PUMPS
- FREESTANDING SIGN

NORTH

0 30 60
FEET

SITE DATA

ASSESSOR PARCEL NUMBER	=	139-21-804-006
EXISTING ZONING	=	C-1
LOT AREA	=	39,971± SF
TOTAL BUILDING AREA	=	4,422 SF
CONVENIENCE STORE	=	3,139 SF
KITCHEN	=	858 SF
SEATING FOR RESTAURANT	=	425 SF

PARKING ANALYSIS

CONVENIENCE STORE (PRIMARY USE)

REQUIREMENT	= 1 SPACE PER 175 S.F.
CONVENIENCE STORE	= 3,139 SF
REQUIRED PARKING	= 18 PARKING STALLS

RESTAURANT LESS THAN 2000 SF W/ DRIVE THRU (SECONDARY USE)

REQUIREMENT	= 1 SPACE PER 100 S.F.
KITCHEN AND SEATING	= 1,283 SF
REQUIRED PARKING	= 13 PARKING STALLS
TOTAL REQUIRED PARKING STALLS	= 31 PARKING STALLS
TOTAL REQUIRED HANDICAP STALLS	= 2 PARKING STALLS
PROVIDED PARKING	= 37 PARKING STALLS
PROVIDED HANDICAP STALLS (W/ VAN ACCESSIBLE)	= 2 HC STALLS

NO.	DESCRIPTION	DATE	BY	APP.

LATITUDE CONSULTING LLC
CIVIL ENGINEERING AND PLANNING
2877 AFRICAN VIOLET AVENUE, HENDERSON, NV 89074
PHONE: (702) 612-8891 FAX: (866) 266-5582

KWON MANAGEMENT, INC.

MLK GAS MART
SITE PLAN-BW

DATE: 1/15/10
DRAFTER: DCL
DESIGNER: DCL
CHECKED: DCL
PROJECT NO: KM1001.000

SP-BW
SHEET 3 OF 4

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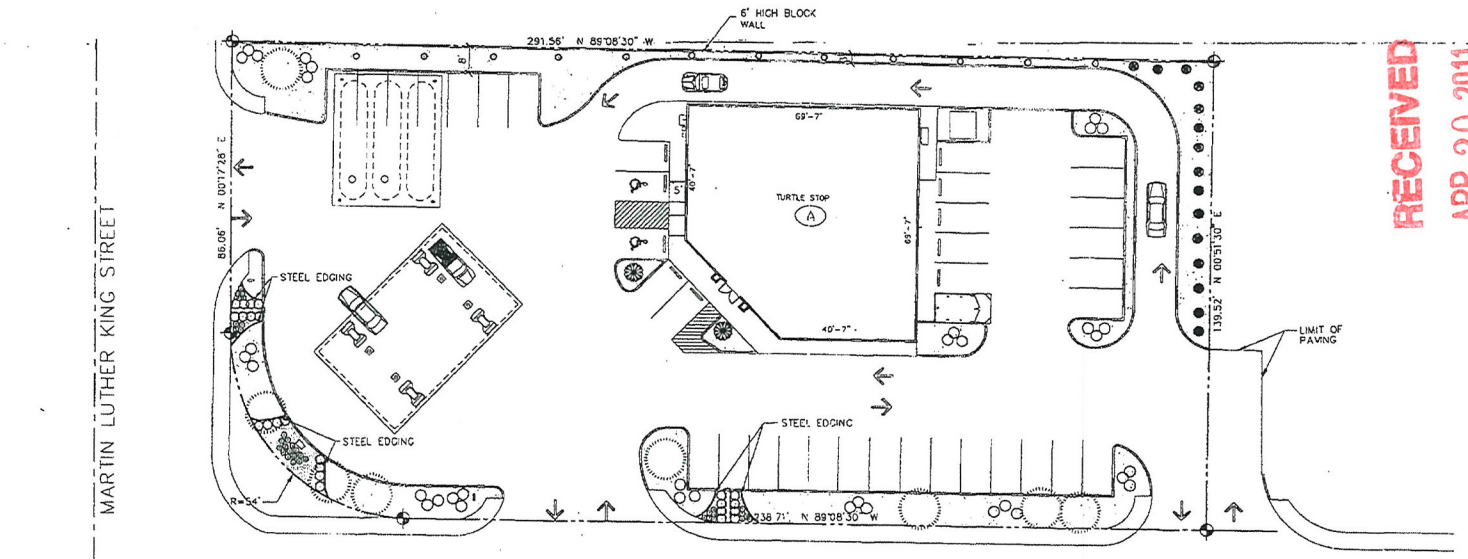
EOT-41498



LANDSCAPE PLAN

SCALE: 1/16"=1'-0"

LEGEND		
	24" BOX WASHINGTONIA ROBUSTA	8 EA.
	24" BOX MONDEL PINE	12 EA.
	5 GAL. MEDITERRANIAN FAN PALM	2 EA.
	5 GAL GREEN CLOUD TEXAS RANGER	36 EA.
	5 GAL FEATHERY CASSIA	15 EA.
	5 GAL INDIAN HAWTHORN	24 EA.
	1 GAL GREEN SANTALINA	36 EA.
	3/4" NEVADA ROSE GRAVEL MULCH	40 CU. YD
	1/2" MINUS MOJAVE GOLD DG	3 CU. YD.

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APR 20 2011
City of Las Vegas

DEVELOPER: LN SAXTON INC.

CONTRACTOR: SAXTONCA

PROJECT: THE TURTLE STOP (MLK & OWENS)
CITY OF LAS VEGAS, NV

OWNER: L'M.E.D.D. INC.,
LAS VEGAS, NV

SHEET TITLE: LANDSCAPE PLAN

JOB NO.	9371L11A
DRWN BY	9371
CHKD BY	K.S.K.

DATE	DESCRIPTION
2/2/04	PERMIT SET
3/19/04	MISC.
3/30/04	SUB
7/15/04	SUB

SHEET NO: L1.1

This drawing is the property of Saxton Land and Development, Nevada. Licensed contractor PROTECTED any unauthorized use is strictly prohibited per the NEVADA REVISED STATUTE

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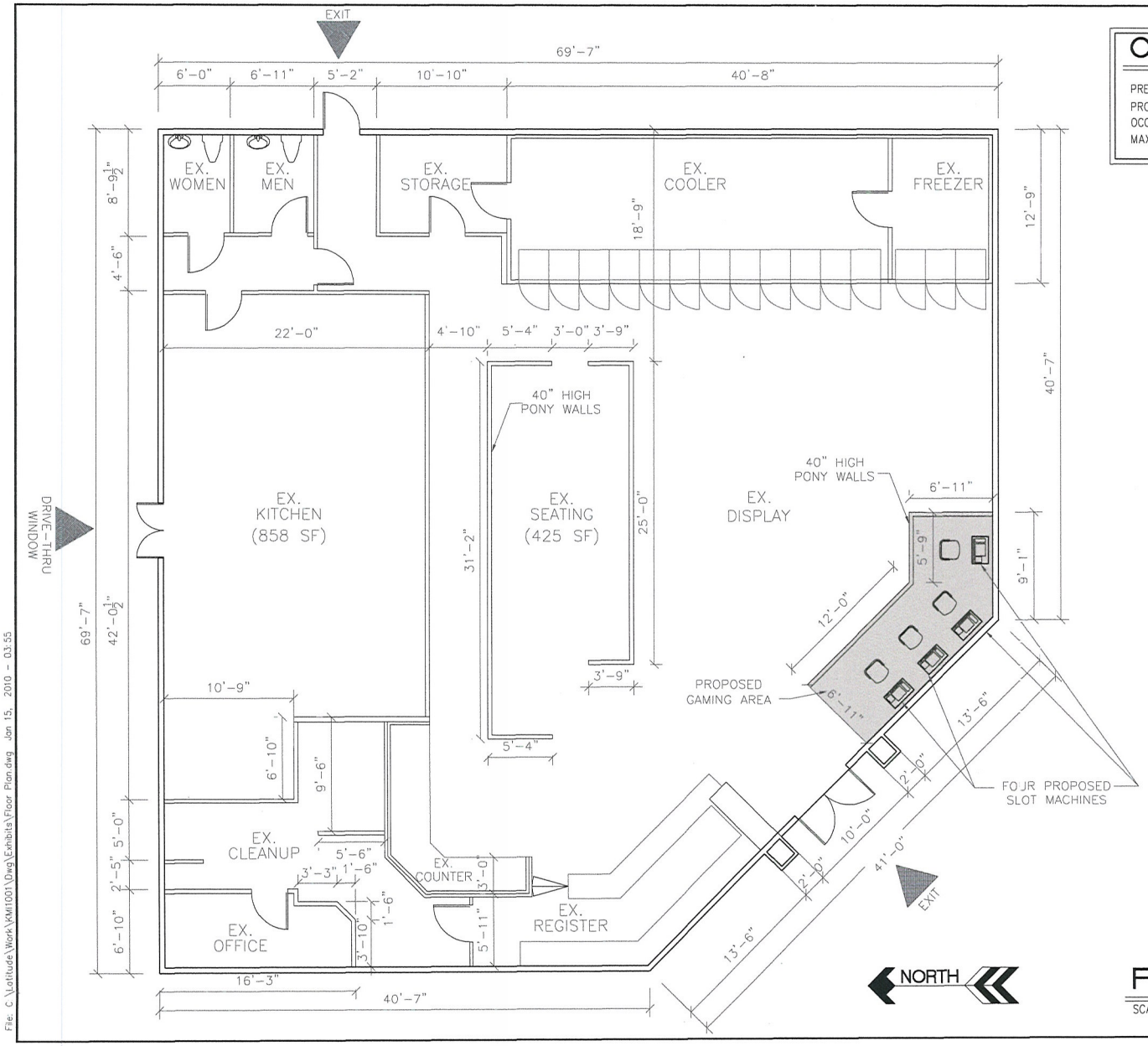

OCCUPANCY LOAD

PREVIOUSLY APPROVED TOTAL BUILDING AREA:	=	4,422
PROPOSED TOTAL BUILDING AREA (UNCHANGED):	=	4,422
OCCUPANY LOAD FACTOR (SF PER OCCUPANT):	=	30
MAXIMUM OCCUPANY LOAD:	=	148

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APR 20 2011
City of Las Vegas

FLOOR PLAN

SCALE: 1/8" = 1'-0"

NO.	DESCRIPTION	DATE	BY	APP.

LATITUDE CONSULTING, LLC
CIVIL ENGINEERING AND PLANNING
2677 AFRICAN VIOLET AVENUE, HENDERSON, NV 89074
PHONE: (702) 612-8881 FAX: (866) 266-5582

KWON MANAGEMENT, INC.

MLK GAS MART
FLOOR PLAN-B+W

DATE: 1/15/10
DRAFTER: DCL
DESIGNER: DCL
CHECKED: DCL
PROJECT NO: KM11001.000

FP-BW
SHEET 1 OF 4

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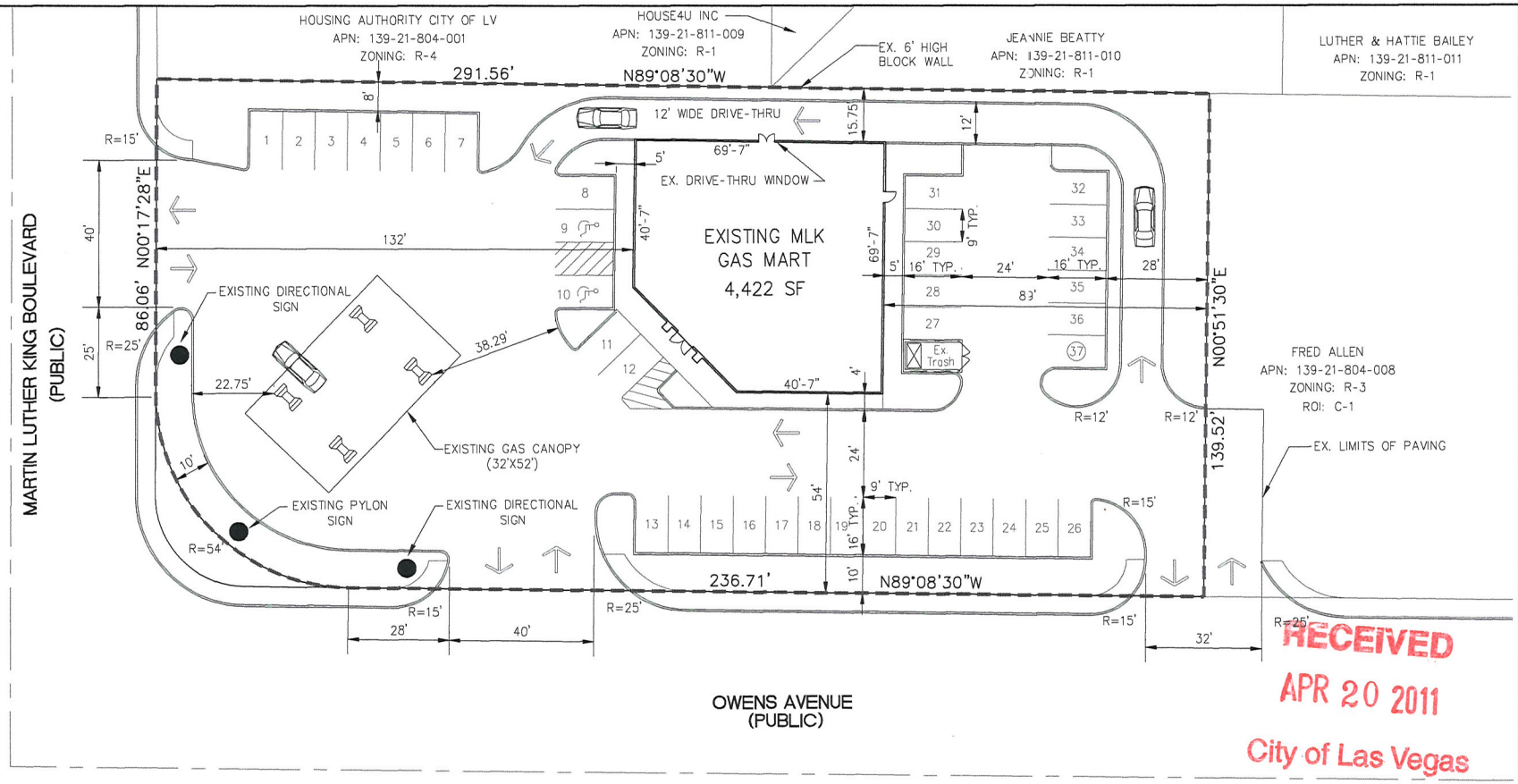
EOT-41498



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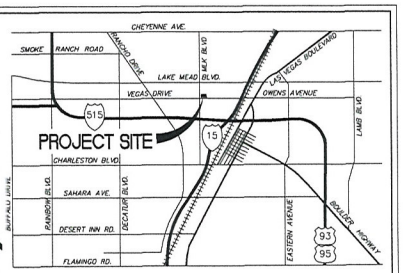

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- FREESTANDING SIGN

NORTH

0 30 60
FEET

SITE DATA

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EXISTING ZONING	=	C-1
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SEATING FOR RESTAURANT	=	425 SF

PARKING ANALYSIS

CONVENIENCE STORE (PRIMARY USE)	
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NO	DESCRIPTION	DATE	BY	APP

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2677 AFRICAN VIOLET AVENUE, HENDERSON, NV 89074
PHONE: (702) 612-8891 FAX: (866) 266-5382

KWON MANAGEMENT, INC.

MLK GAS MART
SITE PLAN-BW

DATE: 1/15/10
DRAFTER: DCL
DESIGNER: DCL
CHECKED: DCL
PROJECT NO: KM11001.000

SP-BW
SHEET 3 OF 4

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EOT-41498

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 9, 2010

Mr. Jae Kwon
1600 North Martin L King Boulevard
Las Vegas, Nevada 89106

RE: SUP-37198 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF APRIL 7, 2010

Dear Mr. Kwon:

The City Council at a regular meeting held April 7, 2010 APPROVED the request for a Special Use Permit to ADD A GAMING ESTABLISHMENT, GENERAL BUSINESS-RELATED USE (FOUR GAMING MACHINES) WITHIN AN EXISTING CONVENIENCE STORE at 1600 North Martin L King Boulevard (APN 139-21-804-006), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on April 8, 2010. This approval is subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for a Gaming Establishment, General Business-Related use.

2. Approval of this Special Use Permit does not constitute approval of a gaming license.

3. 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.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

cc: See Attached List

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

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

FM-0044-08-09

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Printed with environmentally friendly soy ink.

cc: Mr. Bob Kwon
1600 North Martin L King Boulevard
Las Vegas, Nevada 89106

Mr. Nathaniel Taylor
Taylor Consulting Group, LLC
P.O. Box 750521
Las Vegas, Nevada 89136

EOT-41498

TAYLOR CONSULTING GROUP, LLC

Government Affairs & Land Use Consultants
Liquor & Gaming Licensing

April 19, 2011

City of Las Vegas Planning & Development Dept.
333 N. Rancho
Las Vegas, NV 89106

RE: Justification Letter (MLK GAS MART/SUP-37198)

City of Las Vegas Planning & Development:

I'm writing you in regards to SUP-37198, "Kwon Management DBA MLK Gas Mart located at 1600 N. Martin Luther King Blvd., LV, NV 89106." We are respectfully requesting an extension of time on our approved Special-Use Permit.

MLK Gas Mart currently has a Gaming License Application pending at the Nevada Gaming Control Board--related to this SUP. There was a delay with their attorney in getting all the documents submitted with State Gaming, and this is the reason they are not currently licensed.

As you may know, the Gaming Control Board can take up to 6 months to process an application and therefore we are requesting an extension of time to allow at least another 12 months for the application to receive their Gaming License.

Thank you in advance for your understanding and working with us on our request.

Respectfully,

Nathaniel Taylor

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APR 20 2011
City of Las Vegas

P.O. Box 750521 Las Vegas, NV 89136 Phone 702.280.6175
www.thetaylorconsultinggroup.com

EOT-41498

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 1, 2011

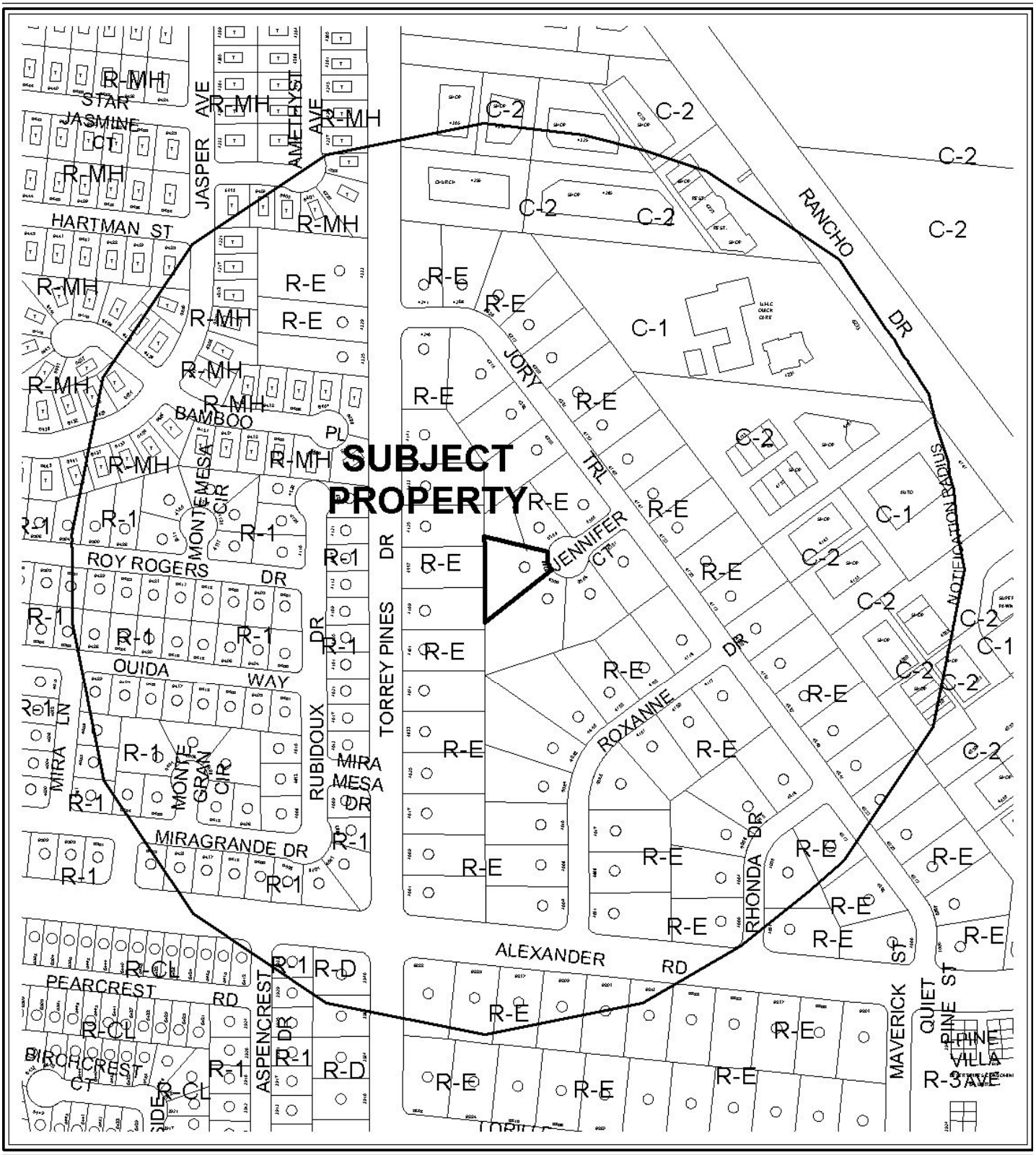
DEPARTMENT: PLANNING
DIRECTOR: FLINN FAGG, Acting ☐ **Consent** ☒ **Discussion**

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**4**	**Planning Commission Mtg.**	**2**
City Council Meeting	**6**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-40579 and SUP-40577
2. Conditions and Staff Report - VAR-40579 and SUP-40577
3. Supporting Documentation
4. Photos - VAR-40579 and SUP-40577
5. Justification Letter - VAR-40579 and SUP-40577
6. Protest Postcards for VAR-40579 and SUP-40577 – March 16, 2011 City Council Meeting
7. Protest Postcards for VAR-40579 and SUP-40577 – April 6, 2011 City Council Meeting - Renotification
8. Backup referenced from the February 8, 2011 Planning Commission Meeting Items VAR-40579 and SUP-40577



0 300 600 Feet

CASE: **VAR-40579 AND SUP-40577**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

CASE: **VAR-40579 AND SUP-40577**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JUNE 1, 2011
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CONAN AND JESSICA TURNER

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-40579	Staff recommends DENIAL, if approved subject to conditions:	N/A
SUP-40577	Staff recommends DENIAL, if approved subject to conditions:	VAR-40579

** CONDITIONS **

VAR-40579 CONDITIONS

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-40577) shall be required.

2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structures (Class I and Class II). An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SUP-40577 CONDITIONS

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for an Accessory Structure (Class I) use.

2. Approval of and conformance to the Conditions of Approval for Variance (VAR-40579) shall be required.

3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the Accessory Structure (Class I). An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Prior to occupancy, all necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Building and Safety Department.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

These requests are for a Variance and Special Use Permit for a proposed 1,067 square-foot Accessory Structure (Class I) on a developed single family residential lot at 6308 Jennifer Court. The structure will be stucco, and painted to match the existing residence. Staff recommends denial of the Variance and the associated Special Use Permit requests, as no characteristics of the property prevent the Accessory Structure (Class I) from being designed to meet Title 19 standards. If the Variance request is denied, the associated Special Use Permit would also be denied and the property must remain as it is.

ISSUES

- An Accessory Structure (Class I) use is permitted in the R-E (Residence Estates) zoning district with the approval of a Special Use Permit.
- There is a companion request for a Variance to allow a maximum 3,467 square feet of combined floor area where 809 square feet is the maximum allowed, to allow an Accessory Structure (Class II) to not be aesthetically compatible (metal) with the principal dwelling unit (stucco) and to allow an Accessory Structure to exceed the height of the principal dwelling unit by six inches. Revised plans submitted February 24, 2011 depict the removal of the Accessory Structure (Class II). This results in a revised Variance request for a building area of 1,067 square feet for the Accessory Structure (Class I) where 809 square feet is allowed. Revised elevations indicate that the height of the structure will not exceed the height of the principal dwelling.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/21/73	The Board of City Commissioners approved a Rezoning (Z-0016-73) on this site from C-2 (General Commercial) to R-E (Residence Estates) as part of a larger request.
03/22/73	The Board of Zoning Adjustment approved a Variance (V-0012-73) to allow a 30-foot front yard building setback where 50 feet is required on 68 proposed lots on property located on the north side of Alexander Road, between Torrey Pines Drive and Tonopah Highway.
02/08/11	The Planning Commission voted (7-0) to recommend DENIAL on companion items VAR-40579 & SUP-40577 (PC Agenda Items 21-22/rg).

Most Recent Change of Ownership	
05/26/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1978	The Single Family Residence was constructed.

Pre-Application Meeting	
12/13/10	A pre-application meeting was held with the applicant, where elements of submitting a Variance and Special Use Permit for the proposed Accessory Structures (Class I and Class II) were discussed. The topics included: • A request for a Variance is necessary to allow the proposed accessory structures to exceed 50 percent floor area of the main dwelling unit. The exterior elevation of the proposed Accessory Structure (Class II) is not aesthetically compatible with the main dwelling unit. The proposed heights of both accessory structures are greater than the main dwelling unit. • Approval of a Special Use Permit to allow the Accessory Structure (Class I) is required.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/13/11	A site visit by staff noted a well maintained Single Family Dwelling.

Details of Application Request	
Site Area	
Net Acres	0.45

Surrounding Property	***Existing Land Use Per Title 19.04***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

East	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 feet)	X		Y
Trails		X	N/A
Rural Preservation Overlay District	X		Y
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08.040, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	20,000 SF	19,889 SF	N*
Min. Setbacks (Accessory Structure)			
• Front	Not allowed	N/A	N/A
• Side (North)	3 Feet	49 Feet	Y
• Side (South)	3 Feet	6 Feet	Y
• Rear	3 Feet	5 Feet	Y
Min. Distance Between Buildings	6 Feet	11 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Rear Yard Coverage	50 %	10 %	Y
Max. Floor Area (Accessory Structures)	809 SF	1,067 SF	N
Max. Building Height	Lesser of 2 stories, 35 feet or the height of the principal building.	15 feet	Y

*The subject site is legally non-conforming for the lot size.

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Street Width (Feet)*	*Compliance with Street Section*
Jennifer Court	N/A	N/A	51	N/A

Pursuant to Title 19.04 and 19.10, the following parking standards apply:

Parking Requirement						
Use		*Required*		*Provided*		*Compliance*
		Parking Ratio	Parking		Parking	
Single Family Residence	2 spaces per dwelling unit		2		2	Y
Accessory Structure (Class I)	One additional space must be provided beyond the number of spaces normally required		1		1	Y
TOTAL SPACES REQUIRED			3		3	Y

ANALYSIS

The applicant is requesting a Special Use Permit for a proposed 1,067 square-foot Accessory Structure (Class I) and a companion Variance request to allow Accessory Structures (Class I and Class II) in the property located at 6308 Jennifer Court. The Accessory Structure (Class II) has been removed from a revised site plan submitted February 24, 2011, and is no longer included in this request. The subject property is located within the Airport Overlay District with 140-foot height restriction and Rural Preservation Overlay District. The proposed development conforms to the Special Area Plans.

An Accessory Structure (Class I) use is defined by Title 19.20.020 as "an accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests." Unless the principal dwelling is owner-occupied, a Class I accessory structure may not be offered or occupied as a rental unit.

Approval of an associated Variance (VAR-40579) will be required, as the floor area of the proposed class I accessory structure exceeds fifty percent of the floor area of the principal dwelling. Pursuant to Title 19.08.040, the total area of all accessory structures shall not exceed fifty percent of the principal dwelling, which is 1,618 square feet. This would allow a building area for the accessory structure up to 809 square feet. With revised plans and elevations

depicting the removal of the class II accessory structure, and the height and materials of the class I accessory structure shown in compliance with Title 19 requirements, the Variance applies to building floor area only. No characteristics of the property prevent the Accessory Structure (Class I) from being designed to meet Title 19 standards; therefore, staff recommends denial of the requests for a Variance and the associated Special Use Permit.

FINDINGS (VAR-40579)

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing an Accessory Structure (Class I) that exceeds the building floor area allowed by Title 19.08, and results in an overbuilt property. Alternatives could include reducing the size of the proposed class I accessory structure, to allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SUP-40577)

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

The proposed land use cannot be conducted in a manner that is harmonious and compatible with existing surrounding land uses as the proposed class I accessory structure exceeds Title 19 standard for floor area.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site is not physically suitable for the type and intensity of land use proposed, as is evidenced by the need for a Variance. The floor area of the proposed accessory structure exceeds fifty percent of the floor area of the principal dwelling unit constructed on the same lot, which is the maximum established by Title 19.08 for this use.

3. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.

The site is accessed by Jennifer Court. The proposed use is not expected to have an effect on traffic in the area, and the right-of-way is adequate to accommodate it and the existing uses on the property.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

Approval of the proposed Accessory Structure (Class I) use will not jeopardize the public health, safety or welfare, as they will be subject to permit review and inspection prior to completion.

5. The use meets all of the applicable conditions per Title 19.04.

The proposed Accessory Structure (Class I) use meets all applicable conditions of Title 19.04. The proposed accessory structure is not in compliance with the building area pursuant to Title 19.08.040.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 11

NOTICES MAILED 197 (By City Clerk)

APPROVALS 2

PROTESTS 10

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-40579** APN: 136-02-811-030

Name of Property Owner: Conan Turner

Name of Applicant: Conan Turner

Name of Representative: Conan Turner

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Conan Turner

RECEIVED
DEC 23 2010
City of Las Vegas

Subscribed and sworn before me

This 21 day of December, 20 10

_____
Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Conan and Jessica Turner VARIANCE

Project Address (Location) 6308 Jennifer Ct. Las Vegas NV 89108

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-02-811-030 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Conan and Jessica Turner **Contact** _____

Address 6308 Jennifer Ct. **Phone:** 702-858-7603 **Fax:** _____

City Las Vegas NV **State** NV **Zip** 89108

E-mail Address _____

APPLICANT _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Conan Turner

Subscribed and sworn before me

This 21 day of December, 20 10.

_____

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

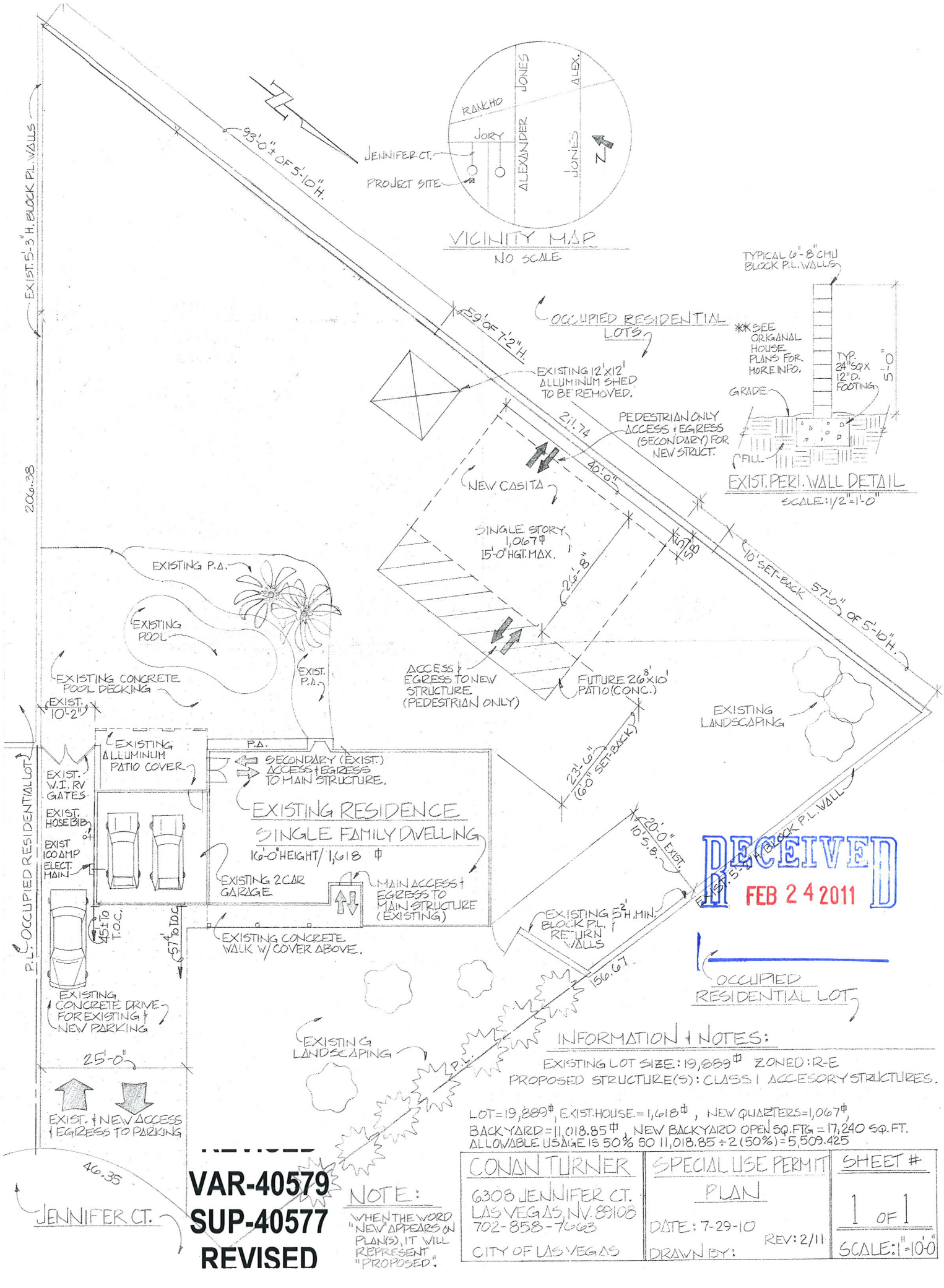
FOR DEPARTMENT USE ONLY

Case #	VAR-40579
Meeting Date:	2-8-11
Total Fee:	230
Date Received:*	12-23-10
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



RECEIVED
FEB 24 2011

INFORMATION & NOTES:

EXISTING LOT SIZE: 19,889 ☐' ZONED: R-E
PROPOSED STRUCTURE(S): CLASS I ACCESORY STRUCTURES.

LOT = 19,889 ☐', EXIST. HOUSE = 1,618 ☐', NEW QUARTERS = 1,067 ☐',
BACKYARD = 11,018.85 ☐', NEW BACKYARD OPEN SQ. FTG = 17,240 SQ. FT.
ALLOWABLE USAGE IS 50% SO 11,018.85 ÷ 2 (50%) = 5,509.425

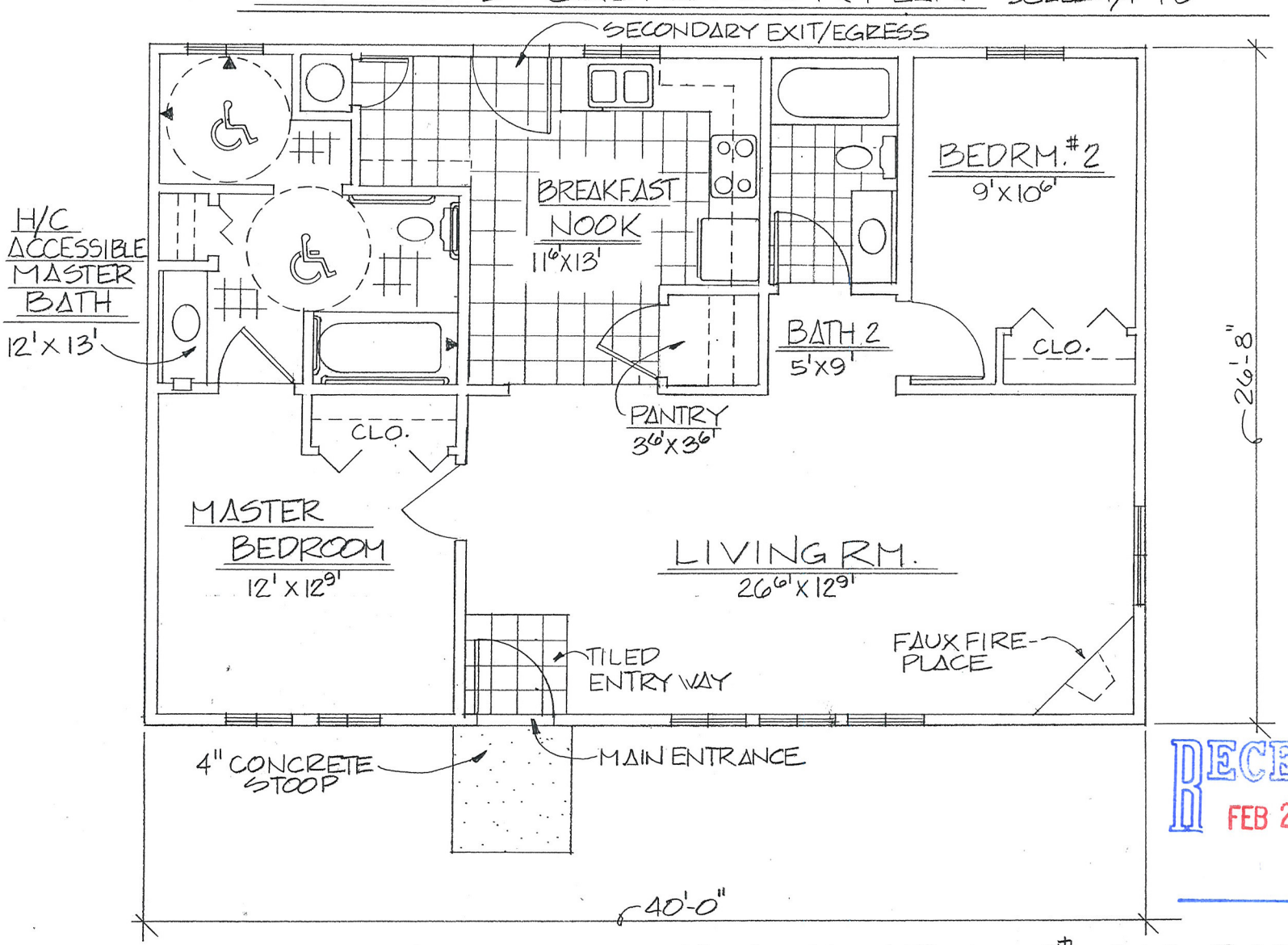
VAR-40579
SUP-40577
REVISED

NOTE:
WHEN THE WORD "NEW" APPEARS ON PLAN(S), IT WILL REPRESENT "PROPOSED".

CONAN TURNER 6308 JENNIFER CT. LAS VEGAS, NV. 89108 702-858-7663 CITY OF LAS VEGAS	SPECIAL USE PERMIT PLAN DATE: 7-29-10 REV: 2/11 DRAWN BY:	SHEET # 1 OF 1 SCALE: 1"=10'-0"

PROPOSED CASITA FLOOR PLAN

SCALE: 1/4"=1'-0"



RECEIVED
FEB 24 2011

MAXIMUM OCCUPANCY LOAD = 1,067# ÷ 200 = 5.335 = (5)

PROPOSED CASITA FLOOR PL.
SPECIAL USE PERMIT PLAN
CITY OF LAS VEGAS.
DATE REV: 2-18-11

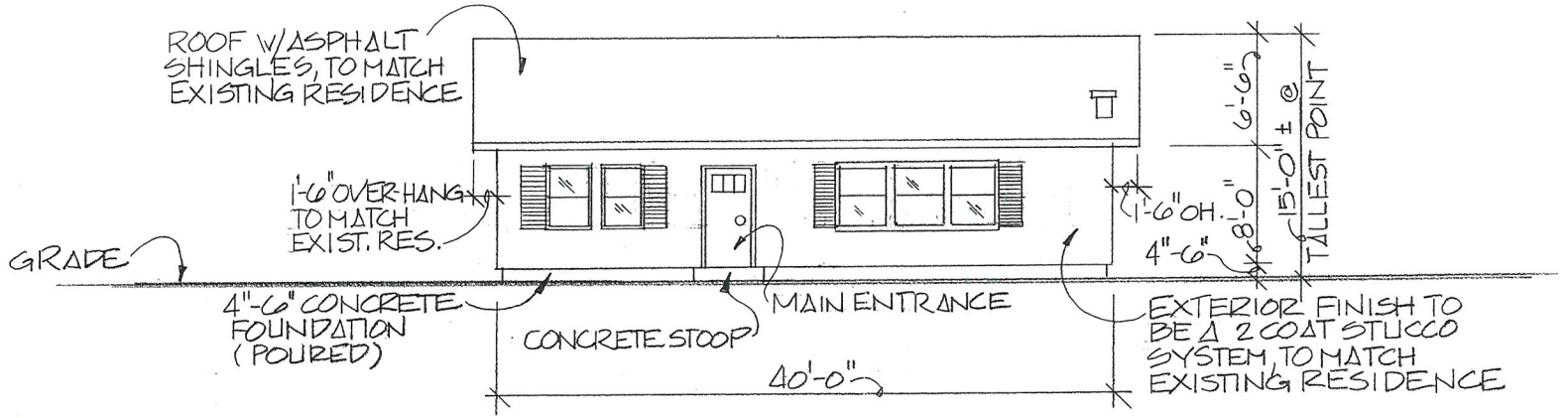
CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS, NV. 89108
702-858-7603

SHEET # 1 OF 3
SCALE: 1/4"=1'-0"

VAR-40579
SUP-40577
REVISED

PROPOSED CASITA EAST ELEVATION PLAN

SCALE: 1/8"=1'-0"



* EXIST. COLOR LEGEND

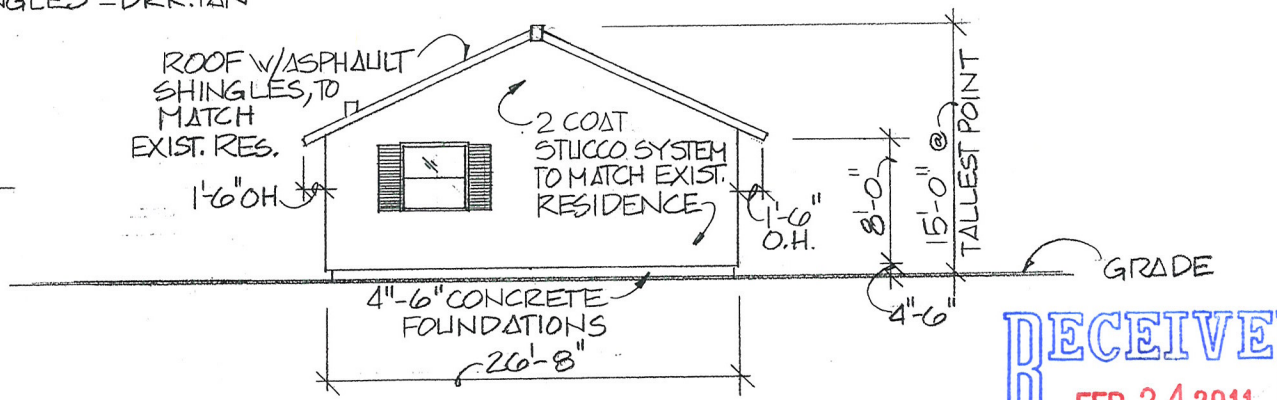
EXIST. RESIDENCE STUCCO = TAN
EXIST. RESIDENCE SHINGLES = DRK. TAN

* NOTE:

EXISTING RESIDENCE IS A SINGLE FAMILY, SINGLE STORY HOME WHICH IS 16'-0" H. @ ITS TALLEST POINT.

NORTH SIDE ELEVATION PLAN

SCALE: 1/8"=1'-0"



RECEIVED
FEB 24 2011

PROPOSE CASITA ELEVATION
SPECIAL USE PERMIT PLAN
CITY OF LAS VEGAS
DATE REV: 2-18-11

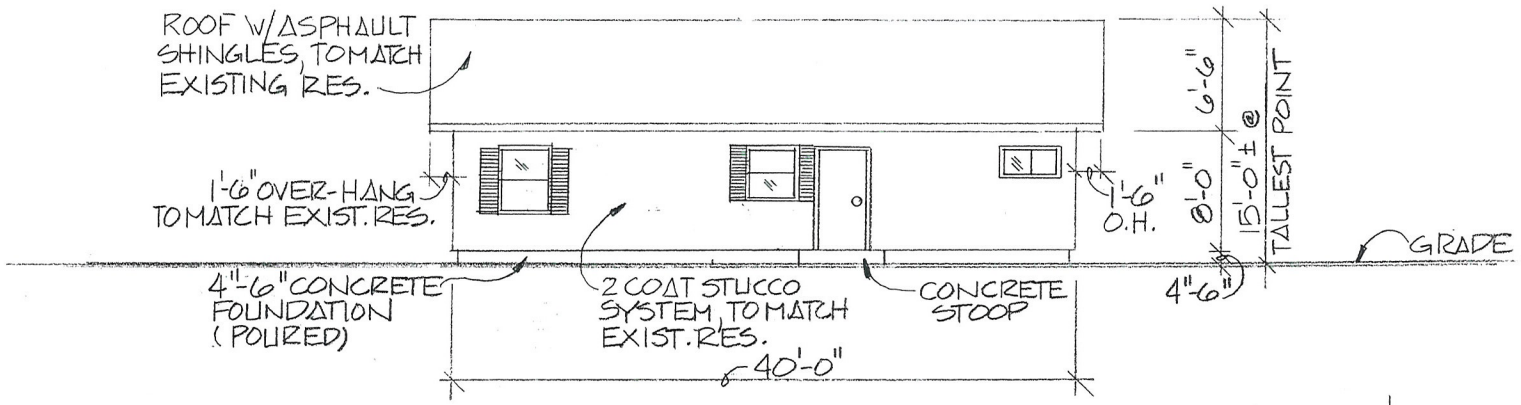
CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS, NV. 89108
702-858-7663

SHEET # 2 OF 3
SCALE: 1/8"=1'-0"

VAR-40579
SUP-40577
REVISED

PROPOSED CASITA WEST ELEVATION PLAN

SCALE: 1/8"=1'-0"



*EXIST. RES. COLOR LEGEND:

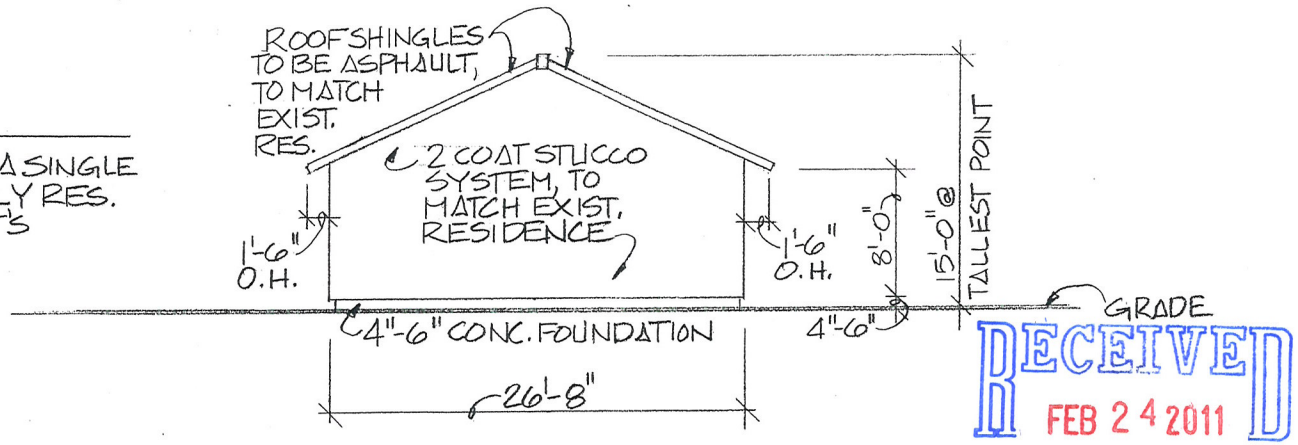
*EXIST. HOUSE STUCCO = TAN
*EXIST. ROOF SHINGLES = DRK. TAN

*NOTE:

EXIST. RESIDENCE IS A SINGLE STORY, SINGLE FAMILY RES. WHICH IS 16'-0" H. @ IT'S TALLEST POINT.

SOUTH SIDE CASITA ELEVATION PLAN

SCALE: 1/8"=1'-0"



RECEIVED
FEB 24 2011

PROPOSED CASITA EXT. ELEV.
SPECIAL USE PERMIT PLANS
CITY OF LAS VEGAS
REV. DATE: 2-23-11

CONAN TURNER
6308 JENNIFER CT.
LAS VEGAS NV. 89108
702-858-7603

SHEET # 3 OF 3
SCALE: 1/8"=1'-0"

VAR-40579
SUP-40577
REVISED

VAR-40579 AND SUP-40577 - APPLICANT/OWNER: CONAN AND JESSICA TURNER
6308 JENNIFER COURT

01/13/11

VAR-40579 AND SUP-40577 - APPLICANT/OWNER: CONAN AND JESSICA TURNER
6308 JENNIFER COURT

01/13/11

December 22, 2010

Conan and Jessica Turner
6308 Jennifer Ct.
Las Vegas NV 89108
702-858-7663

To Whom It May Concern:

I am writing this to request a special use permit variance for the above noted address. I am planning on adding a mother-in-law's quarters equaling 1,067 sq ft. which exceeds the 50% floor area of the main structure. My mother has MS and requires use of a wheelchair and also requires a lot of my assistance. The need for a storage structure is required also for her belongings of 60 years. This structures sq. footage is 2,400 which also exceed the 50% floor area.

I also request the variances for non-esthetically compatible materials since the new mother-in-law's quarter will be stucco, but the existing house is stucco, brick, and siding. I will be upgrading the main residence to stucco to match the new structure in the future so that it all will be stylish when we are complete. The storage building is a pre-manufactured steel structure which comes in any color which will be a tan to match the proposed stucco.

A variance is also needed for the fact that the finished height of the proposed storage building will be 6" higher at the midpoint as measures from the average finished grade of the structure to the midpoint between the base of the roof and the peak, than the main existing residence since the plate height of the main residence is 8'-0" and the proposed storage buildings plate height is 10'-0". The overall finished height of the proposed structures will not exceed the finished height of the main residence, though.

The neighbors that occupy the lots surrounding our property have been notified of the proposed construction and seem to have no problems with the improvements we desire to make to our lot. They have all done similar or larger projects in the past and realize that a presidence has been set and that it would be unjust to allow certain residents to do projects but others not to. They also realize that our proposed projects will help keep our lot orderly and pleasing to the eye, which in turn helps every ones property values.

We sincerely appreciate your time. If you have any questions or comments regarding this matter please feel free to contact us at the number listed above.

Sincerely,
Conan and Jessica Turner

RECEIVED
DEC 23 2010
City of Las Vegas

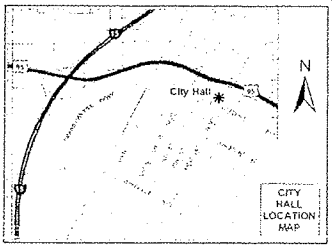
VAR-40579
SUP-40577

2011 MAR -7 A 7:50

CITY CLERK

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



I'm confronted daily with a BLDG like this next to my property & now most of Torrey Pines looks like a ghetto! Any more of these BLDGs on residential lots will further ruin property values! Stucco it or forget it!

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
City Council Meeting of 3/16/2011

BRUCE FAMILY TRUST
BRUCE ROSALIE DAWN TRS
4141 N TORREY PINES DR
LAS VEGAS NV 89108-5538

APN#13802810001

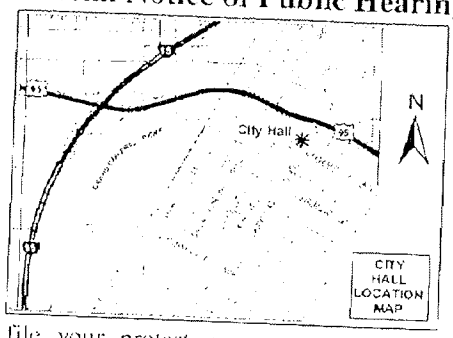
24 LRDFN11 89108

03/04/2011 FRI 11:46 [TX/RX NO 9015] 001

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested

Official Notice of Public Hearing



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☐ *I SUPPORT* this Request

☐ *I OPPOSE* this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577

City Council Meeting of 3/16/2011

HANSEN KAREN A
4009 RHONDA DR
LAS VEGAS NV 89108-5208

APN#13802811020

24 LRDFN11 89108

2011 MAR -7 A 7:50

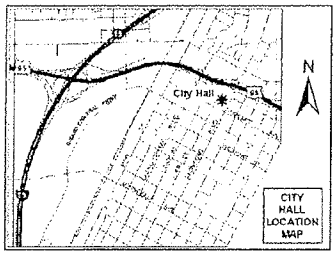
CITY CLERK
RECEIVED

Mar 07 2011 3:35PM HP LASERJET FHX p.1

03/07/2011 MON 15:37 [TX/RX NO 9038] 001

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
City Council Meeting of 3/16/2011

ALL PROPERTY IN BIG SKY RANCH ESTATES HAS A DEED RESTRICTION OF SINGLE FAMILY PROPERTY ONLY

24 LRDFN11 89108

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 03 2011
MAILED FROM ZIP CODE 89101

THOM ARTHUR J & SUSAN A
4001 RHONDA DR
LAS VEGAS NV 89108-5208

APN#13802811021

2011 MAR -7 P 3:46

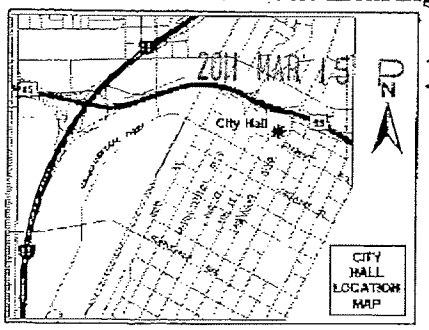
CITY CLERK

City of Las Vegas
Office Of The City Clerk
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 MAR 03 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
City Council Meeting of 3/16/2011

1) I OPPOSE ANY NON CONFORMING METAL STRUCTURE, ESPECIALLY ONE 2400 SQFT

2) I OPPOSE ANY MOBILE/ACCESSORY STRUCTURE OF ANY SIZE THAT IS PLACED ONTO THE PROPERTY.

FERRANTI PETER W & CAROL
6309 JENNIFER CT
LAS VEGAS NV 89108-5201

3) PLEASE DONT ALLOW ANY VARIANCES THAT ARE AGAINST THE CODE OR THE MASTER PLAN THAT WOULD REDUCE MY PROPERTY VALUES.

APN#13802811029

24 LRDFNII 89108

03/15/2011 TUE 14:09 [TX/RX NO 9095] 001

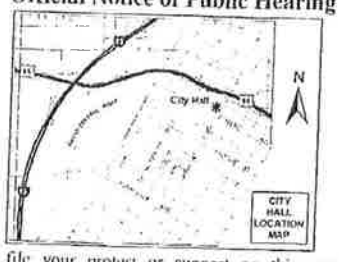
p.1

RECEIVED
CITY CLERK

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

2011 MAR 28 A 6:50

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577 - RENOTIFICATION
City Council Meeting of 4/6/2011

HANSEN KAREN A
4009 RHONDA DR
LAS VEGAS NV 89108-5208

APN#13802811020

24 BRDFN1i 89108

Mar 25 11 09:35p

03/25/2011 FRI 20:38 [TX/RX NO 9148] 001

RECEIVED
CITY CLERK

2011 APR -4 P 1:05

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
02 1M
$ 00.41⁴
0000427218 MAR 24 2011
MAILED FROM ZIPCODE 89101

BENEFIEL JACK W & DOLORES A
6305 JENNIFER CT
LAS VEGAS NV 89108-5201

APN#13802811028

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577 - RENOTIFICATION
City Council Meeting of 4/6/2011

24 BROFH11 89108

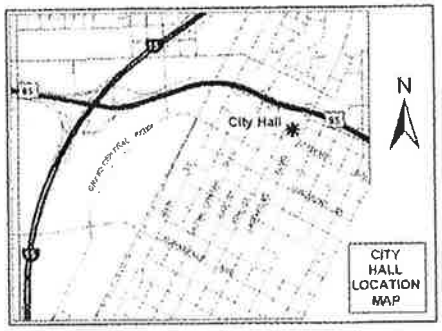
83-84

City of Las Vegas
Office Of The City Clerk
400 Stewart Avenue
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2011 APR -1 P 5:34

Return Service Requested
Official Notice of Public Hearing



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☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577 - RENOTIFICATION
City Council Meeting of 4/6/2011

BRUCE FAMILY TRUST
BRUCE ROSALIE DAWN TRS
4141 N TORREY PINES DR
LAS VEGAS NV 89108-5538

APN#13802810001

24 BRDFN11 89108

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

01/29/2011 14:49 FAX 7026454383 J&R SALES 001/001

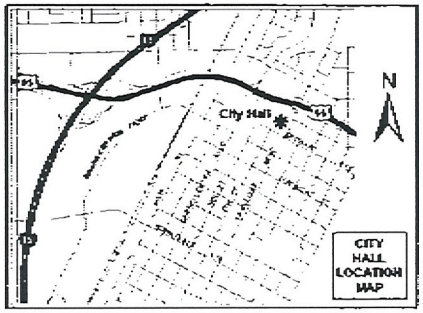
City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0006427921 8 JAN 27 2011
MAILED FROM ZIPCODE 89101

Return Service Requested

Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Planning & Development Department at the address listed above or fax this side of this card to (702) 385-7268. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577

Planning Commission Meeting of 2/8/2011

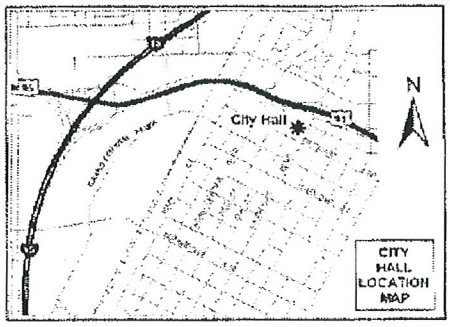
Case: VAR-40579

13802416041
COOK RICHARD C LIVING TRUST
6417 OUIDA WY
LAS VEGAS NV 89108-5526

RECEIVED
JAN 31 2011

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



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VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

Case: VAR-40579
13802301003
DELEON EFREN N & NEVARRIE P
4325 N TORREY PINES DR
LAS VEGAS NV 89108-5510

24 KRDFN11 89108

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JAN 31 2011

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

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FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

UNITED STATES POSTAGE
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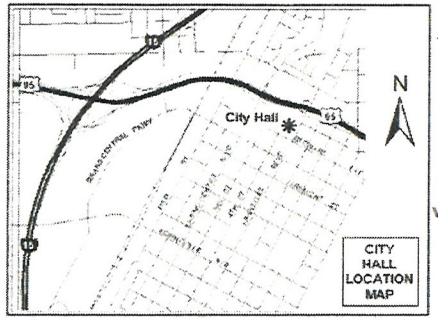
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577
Planning Commission Meeting of 2/8/2011

I OPPOSE ALL THREE VARIANCES.
1) I DO NOT WANT A 2400 SQFT METAL STRUCTURE (LARGER THAN THE ENTIRE HOUSE) IN THE YARD.
2) I DO NOT WANT A 1067 SQFT 2 PIECE "MANUFACTURED" (MOBILE HOME) PLACED ON THE PROPERTY
3) I DO NOT WANT ANYTHING ABOVE 13'.
PLEASE STAY WITH THE RULES AND THE MASTER PLAN AND DO NOT ALLOW VARIANCES THAT WILL NEGATIVELY AFFECT MY PROPERTY VALUE.

Case: VAR-40579
13802811029
FERRANTI PETER W & CAROL
6309 JENNIFER CT
LAS VEGAS NV 89108-5201

Peter Ferranti & Carol Ferranti

24 KRDFN11 89108

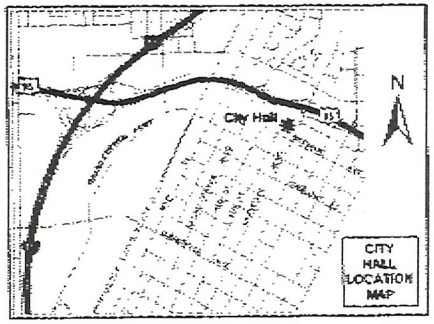
21-22 P

21422

PAGE 01
JACKSTRUCKING
7026455297
02/07/2011 09:01

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577

Planning Commission Meeting of 2/8/2011

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.41⁴
0004279218 JAN 27 2011
MAILED FROM ZIPCODE 89101

RECEIVED
FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579
13802811028
BENEFIEL JACK W & DOLORES A
6305 JENNIFER CT
LAS VEGAS NV 89108-5201

24 KRDFN11 89108

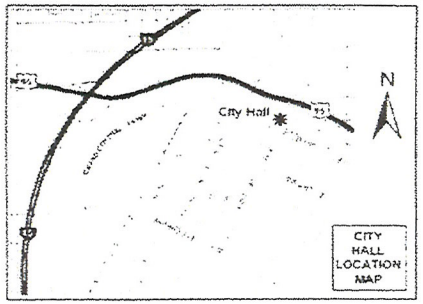
0-12-22

02/07/11 08:27AM ABBOTTS 7028715463 p.01

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

Return Service Requested

Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577

Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 7 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579

13802710002
BROGAN RODNEY M & VICTORIA R
4240 JORY TRL
LAS VEGAS NV 89108-5207

24 KRDFN11 89108

21-22 A

FEB-8-2011 09:13 FROM:MARINE SERVICES 702 384 3591 TO:3857268 P.1/1

City of Las Vegas
Planning & Development Department
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89107

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
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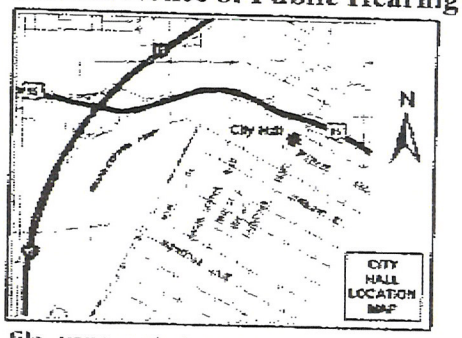
JAN 27 2011
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-40579 & SUP-40577

Planning Commission Meeting of 2/8/2011

RECEIVED
FEB - 8 2011
CITY OF LAS VEGAS
PLANNING & DEVELOPMENT

Case: VAR-40579

13802416011
BRADLEY ROBERT
6500 OUIDA WY
LAS VEGAS NV 89108-5542

24 KRDFN11 89108

A-22

City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: JUNE 1, 2011

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

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**0**
City Council Meeting	**4**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Protest Postcards – March 16, 2011 City Council Meeting
4. Protest Postcard – April 6, 2011 City Council Meeting - Renotification

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-40577** APN: 138-02-811-036

Name of Property Owner: Jessica Turner

Name of Applicant: Jessica Turner

Name of Representative: Jessica Turner

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☑ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: J. Turner

Print Name: Jessica Turner

Subscribed and sworn before me

This 21 day of December, 20 10

_____

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

RECEIVED
DEC 23 2010
City of Las Vegas

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: Conan and Jessica Turner SUP

Project Address (Location) 6308 Jennifer Ct. Las Vegas NV 89108

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 138-02-811-030 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Conan and Jessica Turner **Contact** _____

Address 6308 Jennifer Ct. **Phone:** 702 858 7603 **Fax:** _____

City Las Vegas **State** NV **Zip** 89108

E-mail Address tjackqueli@aol.com

APPLICANT _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

REPRESENTATIVE _____ **Contact** _____

Address SAME **Phone:** _____ **Fax:** _____

City _____ **State** _____ **Zip** _____

E-mail Address _____

Property Owner Signature* J Turner

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Jessica Turner

Subscribed and sworn before me

This 21 day of December, 20 10.

Notary Public in and for said County and State

QIANA JIMENEZ
Notary Public, State of Nevada
Appointment No. 07-2651-1
My Appt. Expires Apr 27, 2011

FOR DEPARTMENT USE ONLY

Case #	SUP-40577
Meeting Date:	2-8-11
Total Fee:	1030
Date Received:*	12/23/10
Received By:	FS

*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

Please refer to VAR-40579 for related Protest/Support Postcards.

Please refer to VAR-40579 for related Protest/Support Postcards.

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 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.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 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.: **64.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: JUNE 1, 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